
PROCUREMENT MANUAL

THE MUNICIPAL DEVELOPMENT AND LENDING FUND (MDLF)



PART 1: GOODS, WORKS AND NON-CONSULTING SERVICES

PART 2: CONSULTANTS AND THE PROCUREMENT OF CONSULTANCY SERVICES

PALESTINE

FEBRUARY 1, 2023

February 2023

PREFACE

This Procurement Manual (Manual) outlines the procedures to be used by the Palestinian Local Government Units (LGUs) and the Municipal Development and Lending Fund (MDLF) for procuring Goods, Works, Consulting and Non-Consulting Services under projects implemented/administered by MDLF and funded by the World Bank, AFD, Denmark, KFW, GIZ, Enabel, EU, SDC, SIDA, PA, Sweden or any other potential donor.

The procedures outlined in this Manual were first developed in 2011 and revised in 2014 in accordance with the World Bank Procurement and Consultants Guidelines dated January 2011. The manual was then updated in accordance with the World Bank Procurement Regulations for IPF borrowers first published in July 2016 and revised in November 2017 to fulfill the requirements of the Funding Partners. In order to accommodate different donors' further requirements, it was revised in April 2018, this latest revision, incorporates several changes reflecting the World Bank Procurement Regulations for IPF Borrowers, "Procurement Regulations" Fourth Edition dated November 2020.

Specific components of the PA Public Procurement Law (PPL) No. 8 of year 2014 entered into effect on July 1, 2016, are identified and incorporated in this manual subject to compliance with the requirements stipulated in paragraph 5.3-5.6 of the WB Procurement Regulations for IPF Borrowers. These components will be used for procurement when approaching the local market.

For EU funded projects in Area C, the simplified procurement arrangements outlined in Annex III in this manual shall apply in order to cope with reality of working in Area C and to mitigate the possible institutional shortcomings while working with small Local Governmental Units (LGUs). It is not intended to replace or waive on a general basis the application of the standard procurement manual of the Municipal Development and Lending Fund (MDLF).

This Procurement Manual consists of two parts:

Part 1: covers the procedural provisions of procuring goods, works, and non-consulting services.

Part 2: covers the selection of consultants and the procurement of consultancy services.

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ABBREVIATIONS

The following Abbreviations are used throughout this document:

AFD	Agence Francaise pour Developpement
BEC	Bid Evaluation Committee
BOS	Bid opening sheet
CQS	Selection Based on Consultant Qualification
EOI	Expression of Interest
FA	Framework Agreement
FA	Force Account
FBS	Fixed Budget Selection
FP	Funding Partners
GIA	Grant Implementation Agreement
GIZ	German Technical Cooperation
HCPPP	High Council for Public Procurement Policies
ICB	International Competitive Bidding
ITB	Instructions to Bidders
ITC	Instructions to Consultants
KfW	Kreditanstalt für Wiederaufbau (German Bank for Development)
LCS	Least- Cost Selection
LTC	Local Technical Consultant
MDLF	Municipal Development and Lending Fund of Palestine
MoLG	Ministry of Local Government
NCB	National Competitive Bidding
NGO	Non-Governmental Organization
NOA	Notification of Award
PLC	Palestine Legislative Council
PM	Procurement Manual
PA	Palestinian Authority
PO	Procurement Officials
PPL	Public Procurement Law
PPM	Procurement Planning Milestone
PPP	Project Procurement Plan
QCBS	Quality & Cost Based Selection

QBS	Quality-Based Selection
REOI	Request for Expression of Interest
RFP	Request for Proposals
RFQ	Request for Quotations
SOEs	State-owned Enterprise or institution
SPDs	Standard Procurement Documents
SSS	Single-Source Selection
STEP	Systematic Tracking of Exchanges in Procurement
TFGWB	Trust Fund Gaza West Bank
TOR	Terms of Reference
UNDB	United Nation Development Business
WB	World Bank

1 Introduction

This Manual has been created to establish the procedures to be followed and the matters incidental thereto; and is intended to provide straightforward, but detailed guidance on the individual stages of the procurement process to be followed when conducting procurement for projects implemented by MDLF.

The MDLF is responsible for carrying out procurement activities financed by the Funding Partners (FPs) in accordance with this Manual. This includes planning, strategizing, seeking and evaluating Applications/Quotations/Bids/Proposals, and awarding and managing contracts. The MDLF shall retain all Procurement Documents and records of procurements financed by the FPs, as required in the signed financing agreements.

The manual is designed to be simple to use, by breaking the overall procurement process down into a series of individual stages. This has been done to:

- a) provide working procedures to implement procurement in accordance with the agreements between the Palestinian Authority and the donors, while complying with the basic legal requirement in the Palestinian territories;
- b) promote efficiency, economy and the attainment of value for money while promoting transparency and accountability in public procurement;
- c) provide uniform procedures for application by all implementing agencies;
- d) ensure equal treatment, and free and fair competition among all Persons wishing to participate in such Procurement; and
- e) provide standard procedures, against which procurement activities can be monitored, reported and audited.

2 Definitions

In this Manual, unless there is anything contrary to the subject or context-

- (1) **"Adjudicator"** is the expert appointed jointly by the Procuring Entity and the Contractor, Supplier or Consultant to resolve disputes in the first instance;
- (2) **"Advertisement"** means an advertisement published in newspapers, websites or any other mass media for the purposes of wide publicity;
- (3) **"Applicant"** means a Person who seeks be short-listed in response to a request for Expression of Interest;
- (4) **"Approval Procedures"** means the approval procedures of a Bid, Request for Quotations or a Proposal;
- (5) **"Approving Authority"** means the authority which, in accordance with the Delegation of Financial Powers, approves the award of contract for the Procurement of Goods, Works or Services;
- (6) **"Bid or Proposal"**, depending on the context, means a Bid or a Proposal submitted by a Bidder or a Consultant for delivery of Goods, Works or Services to a Procuring Entity in response to an Invitation for Bid or a Request for Proposal; and for the purposes of this Manual, Bid also includes quotation;
- (7) **"Bid Document or Request for Proposal Document"**, means the Document provided by a Procuring Entity to a Bidder or a Consultant as a basis for preparation of its Bid or Proposal;
- (8) **"Bidder"** means a Person who submits a Bid
- (9) **"Code of Conduct"** is a set of values, rules, standards, and principles outlining what employers expect from staff within an organization
- (10) **"Code of Ethics"** means the set of conditions and provisions which a Person shall abide while participating in public Procurement;
- (11) **"Completion Date"** is the date of completion of the Works as certified by the Project Manager;
- (12) **"Conflict of Interest"** means any situation where personal or business interests of any Person in a public Procurement transaction would adversely affect the interest of a Procuring Entity in achieving economy, efficiency, transparency, fairness and equal treatment of Bids or Proposals;
- (13) **"Consultant"** means a Person under contract with a Procuring Entity for providing intellectual and professional services;
- (14) **"Contractor"** means a Person under contract with a Procuring Entity for the execution of any Works;
- (15) **"Contract Price"** is the price stated in the Notification of Award and thereafter as adjusted in accordance with the provisions of the Contract;
- (16) **"Contracting Officer"** is either the LGU technical staff or the outside consultant who is responsible of preparing the bid package and technical documentation;
- (17) **"Days"** means calendar days unless otherwise specified as working days;

- (18) **"Dayworks"** means work carried out following the instructions of the Procuring Entity or the authorized project manager and is paid for on the basis of time spent by the Contractor's workers and equipment at the rates specified in the Bill of Quantities (BOQ), in addition to payments for associated Materials and Plant;
- (19) **"Business day"** —a business day is any that is an official working day of the Procuring Entity- it excludes the Procuring Entity's official public holidays
- (20) **"Defect"** is any part of the Works not completed in accordance with the Contract;
- (21) **"Defects Correction Certificate"** is the certificate issued by Project Manager upon correction of defects by the Contractor;
- (22) **"Defects Liability Period"** is the period named in the Contract and calculated from the Completion Date;
- (23) **"Evaluation Committee"** means a Bid or a Proposal Evaluation Committee;
- (24) **"Evaluation Report"** means the report prepared after the evaluation of Bids, Quotations, Expressions of Interest or Proposals;
- (25) **"Force Majeure"** means an event or situation beyond the control of the Contractor, a Supplier or Consultant that is not foreseeable, is unavoidable, and its origins not due to negligence or lack of care on the part of the Contractor; such events may include, but not be limited to wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes;
- (26) **"Form" or "Format"** means a form or a format appended to this Operations Manual and to the standard Documents issued there under;
- (27) **"Framework Agreement"** means a contract, effective for a given period of time, between one or more Procuring Entities and one or more Suppliers, establishing the terms governing the Procurement of Goods, with regard to price, and, where appropriate, the quantity or quantities envisaged;
- (28) **"Goods"** means raw materials, products and equipment and objects in solid, liquid or gaseous form, electricity, and related Services if the value of such Services does not exceed that of the Goods themselves;
- (29) **"Intellectual and Professional Services"** means Services performed by Consultants with outputs of advisory, design, supervision or transfer of a know-how nature;
- (30) **"Intended Completion Date"** is the date on which it is intended that the Contractor shall complete the Works as specified in the Contract and may be revised only by the Project Manager by issuing an extension of time or an acceleration order;
- (31) **"in writing"** means communication written by hand or machine duly signed and includes properly authenticated messages by facsimile or electronic mail;
- (32) **"LTC Engineer"** means the engineer assigned by the Local Technical Consultant to provide technical assistance to the LGU and supervision of the project;
- (33) **"MDLF Officer"** means the MDLF area engineer/CB specialist who is responsible to deal with Municipalities covered by his/her responsibility region;
- (34) **"Opening Committee"** means a Bid Opening Committee (BOC) or a Proposal opening committee (POC);
- (35) **"Person"** means and includes an individual, body of individuals, sole proprietorship, partnership, company, association or cooperative society that wishes to participate in Procurement proceedings;

- (36) **"Physical Services"** means the following services with measurable outputs, either-
- (a) linked to the supply of Goods or execution of Works such as operation and maintenance of facilities or plant, surveys, exploratory drilling, or
 - (b) stand-alone service type contracts such as security services, catering Services, geological Services or third party Services;
- (37) **"Post-Qualification"** means a procedure for demonstrating qualifications as a pre-condition for being awarded a contract;
- (38) **"Procurement"** means the purchasing or hiring of Goods, or acquisition of Goods through purchasing and hiring, and the execution of Works and performance of Services by any contractual means;
- (39) **"Procuring Entity"** means a Procuring Entity having administrative and financial powers to undertake Procurement of Goods, Works or Services using public funds such as LGU or the MDLF;
- (40) **"Procurement Official"** means anyone involved in the procurement process, including personnel from the Municipalities, PNA ministries and consultants.
- (41) **"Project Manager"** is the person named in the Contract or any other competent person appointed by the Procuring Entity and notified to the Contractor who is responsible for supervising the execution of the Works and administering the Contract;
- (42) **"Provisional sums"** means amounts of money specified by the Procuring Entity in the Bill of Quantities which shall be used, at its discretion, for payments to nominated Subcontractors and other purposes detailed in the Bid Documents;
- (43) **"Public funds"** means any funds allocated to a Procuring Entity under Government budget, or loan, grants and credits placed at the disposal of a Procuring Entity by the donor states or organizations
- (44) **"Public Procurement"** means Procurement using public funds;
- (45) **"Quality"** means quality of Goods, Works or Services;
- (46) **"Quotation"** means the priced offer in writing received from Bidders for the Procurement of readily available standardized Goods, Works or physical Services subject to the threshold value as prescribed by this Procurement Manual;
- (47) **"Related Services"** means Services linked to the supply of Goods contracts;
- (48) **"Responsive"** means qualified for consideration on the basis of evaluation criteria so declared and specified in the Bid Document or in the request for Proposal Document;
- (49) **"Review Panel"** means a panel comprised of specialists to review complaints submitted by a Person;
- (50) **"Services"** means goods related Services, physical Services, or intellectual and professional Services;
- (51) **"Short-list"** means a list of Applicants deemed suitable to be invited to submit Proposals for intellectual and professional Services following the evaluation of Expressions of Interest;
- (52) **"Subcontractor"** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site;
- (53) **"Supplier"** means a Person under contract with a Procuring Entity for the supply of Goods and related Services;

- (54) **"Works"** means all Works associated with the construction, reconstruction, site preparation, demolition, repair, maintenance or renovation of railways, roads, highways or a building, an infrastructure or structure or an installation or any construction work relating to excavation, installation of equipment and materials, decoration, as well as physical Services ancillary to Works, if the value of those Services does not exceed that of the Works themselves.

3 GENERAL CONSIDERATIONS

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3.1 PROCUREMENT AT LGU LEVEL FOR SUB-PROJECT

- (1) MDLF allocates grants to LGUs for capital investments or operating expenditures for service provision. Examples of eligible expenses include maintaining public health services such as cost of cleaning and maintaining public land, facilities and assets, water purification and pest control; cost of solid waste collection and disposal; cost of maintaining and operating municipal service vehicles, road maintenance, electricity, and water supply and wastewater services etc). This can also include fees for temporary workers.
- (2) Procurement activities under the sub-projects will be implemented by participating LGUs with the assistance of LTCs to be recruited by MDLF through a competitive process. The LTCs would work at the LGUs' level to strengthen their technical and fiduciary skills and assist them to implement local demand-driven activities including procurement. MDLF, through its Technical staff, will oversee and monitor the LTCs' work and ensure that they are carrying out the fiduciary oversight according to agreed-upon procedures.
- (3) Upon approval of sub-projects under the Municipal Assistance Programs, MDLF will sign a Grant Agreement (GA) with each beneficiary LGU specifying the different arrangements including procurement for the implementation of sub-project.
- (4) The execution of the procurement process will be the direct responsibility of the LGU which will be in charge of:
 - (a) Advertising specific notices;
 - (b) Preparing TORs and bidding documents;
 - (c) Selecting contractors, suppliers and service providers; and
 - (d) Awarding and signing contracts with the successful service providers, contractors and suppliers.

3.2 PROCUREMENT AT CENTRAL LEVEL, (MDLF) - LEVEL

Procurement of goods, works, consulting and non-consulting services following any signed agreement might be executed directly by MDLF at the central level. MDLF will follow the procedures detailed in this PM for performing procurement.. Managing the procurement activities to be implemented under these agreements will include inter-alia:

- (a) preparing the initial procurement plan for each program/project;
- (b) preparing all bidding documents, requests for proposals, evaluation of bids and proposals and contracts award and management.

3.3 PRIOR AND POST REVIEW

- (1) Mandatory thresholds for prior review are set in this Manual; the concerned Funding Partner 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.
- (2) The Funding Partners carry out post reviews of procurement activities undertaken by MDLF to determine whether they comply with the requirements of the signed agreements.
- (3) Whether a procurement is subject to prior or post review is determined on the basis of threshold limits specified in Table 1 of this Manual.
- (4) The requirement for a prior or post review shall be specified in the Procurement Plan.
- (5) For contracts subject to prior review to be awarded using Direct Selection, MDLF shall submit to the concerned Funding Partner, for its review and no objection, a sufficiently detailed justification, prior to inviting the firm to negotiations.

3.4 THRESHOLDS FOR PROCUREMENT METHODS AND PRIOR REVIEW

- (1) The thresholds for the different procurement methods to be followed are defined in Table 1. The values of these thresholds were developed taking into consideration the following:
 - Donors' requirements and limitations.
 - MDP I, MDP II, and MDP III experience.
 - GSWMP and LGSIP experience.
 - EMSP/EMSRP1+2 experience.
 - MDLF General experience in handling procurement.
 - The capacity of most Palestinian municipalities.
 - Procurement relatively small in value and simple in nature; and
 - PA Public Procurement Law.
- (2) Table 1 specifies the Funding Partners' prior review requirements for contracts financed out their respective funds, to be procured by the MDLF and participating municipalities. All other contracts shall be subject to post review by the World Bank or the respective funding partner as the case may be.
- (3) For those contracts subject to prior review, Municipalities would request a "no objection" through MDLF on the relevant procurement decisions. MDLF will conduct regular prior review of contracts implemented by the participating municipalities that are not subject to prior review by the Funding Partners.
- (4) The sub-project procurement plan, to be prepared by each municipality and approved by MDLF, will specify the contracts of each procurement methods that will be subject to prior review by MDLF.

3.5 DOCUMENTATION NEEDED FOR PRIOR REVIEW

- (1) **Prior to publication** or invitation for bids, the following documents are to be submitted to the FP for comments:
- Invitation to tender
 - Selection criteria for qualification (in detailed form)
 - Tender documents, including specimen contract and any amendments to them
 - Draft notice specifying the fees for the purchase of the Bidding documents and their utilization, as well as list of the media in which the notice is to be published.
- (2) Prior to the **award** of the contract, the following documents are to be submitted to the FP for comment:
- The signed record of the bid opening
 - The Bid/Proposal evaluation report and recommendations for contract award, including documents demonstrating that any procurement complaints have been addressed to the satisfaction of the FP.
 - The recommendation on the award.
 - The certificate or opinion of the LTC- consultant on the recommendation of the award, if applicable.
 - If applicable, an explanation why the *binding period* could not be observed in the case of any delays.
 - The first request by MDLF to Bidders/Proposers to extend the Bid/Proposal validity period, if it is longer than four (4) weeks, and all subsequent requests for extension, irrespective of the period.
 - All requests for cancellation of a procurement process and/or rebidding/re-invitation of Proposals.
 - If, after the Donor's prior review and no-objection, analysis of a complaint leads the MDLF to change its contract award recommendation, it submits for the FP's no-objection the reasons for that decision and a revised evaluation report.
 - If the procurement process involves negotiations between the Procuring Entity and Bidder/Proposer/Consultant, the minutes of negotiations and the draft Negotiated contract.
 - All or specific bids as may be requested by the FP.
- (3) After the contract is **awarded**, the following documents are to be submitted to the FP:
- One conformed copy of the contract, and of the advance payment security and the performance security if they were requested, shall be furnished to the concerned FP promptly after its signing and prior to the making of the first payment.
 - The terms and conditions of a contract shall not, without the FP's prior review and no objection, materially differ from those on which Bids/ Proposals were requested or Prequalification, if any, was invited.

Table 1: Thresholds in US\$ for procurement methods and prior review by the Funding Partners

Expenditure Category	Contract Value Threshold (US\$)	Procurement Method	FP's Prior Review (US\$)
1. Works (including turnkey, supply & installation of plant and equipment, and PPP)	> 5,000,000	ICB	All contract > 15 million None
	<= 5,000,000	NCB	None
	<= 200,000	Shopping	All contract > 15 million
	No threshold	Direct Selection	
2. Goods Information Technology and Non-Consulting Services	> 500,000	ICB	All contracts > 4 million None
	<= 500,000	NCB	None
	<= 100,000	Shopping	All contract > 4 million
	No threshold	Direct contracting	
3. Consulting Services Firms	No threshold	QCBS/QBS	All contracts for each of these two methods > 2 million
	<=200,000	CQS	None
	<= 100,000	LCS	None
	No threshold	SSS	All contract > 2 million
Individuals		IC	All contracts above US\$ 400,000
		SSS	All contract > 400k

Note: to determine the applicability limits of the threshold table for contracts in **Euro**, MDLF will convert the initial estimated cost in the Procurement Plan to US\$ calculated at the date of the advertisement based on the exchange rate published by the Palestinian Monetary Authority. The PP will be reviewed and the procurement method and/or prior/post review status will be modified, if necessary.

4 Responsibilities

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4.1 MDLF Responsibilities

- (1) MDLF will have a considerable role in the procurement process by ensuring that the process is conducted with the utmost transparency and that it complies with this procurement manual.
- (2) MDLF will assist the LGUs in preparing a project procurement plan (PPP) to simplify and control the procurement process. Moreover, the MDLF will request the LGUs to ask for no objection before conducting certain steps in the procurement process conducted by them, especially the contract award.
- (3) MDLF will conduct regular prior reviews of the procurement process to ensure conformance with the Operational Manual and to demonstrate, to the donor community, the integrity of the system.
- (4) MDLF will oversee and monitor the LTCs and ensure that they are carrying out the fiduciary oversight according to the agreed-upon procurement arrangements and procedures.
- (5) Depending on the nature of the signed agreement between the Funding Partner and the PA, MDLF will procure all goods, works, consulting and non-consulting services, unless it delegates the authority to the LGU.
- (6) The MDLF will maintain adequate documentation of the procurement process in project file for Funding Partners' ex-post review as the case may be. As required under the Funding Partners' Bilateral Agreements, each FP will give the no-objection to the aggregated procurement plan relevant to the projects and expenditure to be financed out of the FP specific account.

Commented [ANZ1]: This phrase will be modified and moved to section 5.2 (Preparation of the Procurement Plan)

4.2 Local Government Units (LGUs) Responsibilities

- (1) Throughout the procurement process, it is expected that the LGUs will work closely with MDLF. The LGUs will provide necessary documentation of each key procurement step to MDLF for its review and clearance.
- (2) The LGU shall not proceed further with procurement implementation until MDLF has provided clearance. Therefore, under guidance and supervision of MDLF the LGU, assisted by the LTCs, will be responsible for:
 - (a) Preparing procurement plans for review and approval by MDLF;
 - (b) Preparing bidding/quotations/proposals documents;
 - (c) Providing MDLF with a copy of bidding/quotations/proposals documents for its review and approval;
 - (d) Advertising for bids, soliciting quotations and inviting proposals;

- (e) Receiving, opening and evaluating bids/quotations/proposals;
 - (f) Providing MDLF with a copy of the evaluation report for its review and approval;
 - (g) Awarding contracts and issuing purchase orders;
 - (h) Supervising contract implementation and ensuring works are being implemented according to contract documents;
 - (i) Receiving supplied goods and ensuring that it is the right quantity, of right quality and is delivered to the correct location;
 - (j) Receiving, reviewing and approving payments for contractors, suppliers and consultants including variation orders and extensions of time;
 - (k) Evaluating contracts at completion;
 - (l) Preparing progress reports; and
 - (m) Maintaining adequate documentation of the procurement process in project file for FP's ex-post review.
- (3) The Project Procurement Plan, to be prepared by each LGU and approved by MDLF, will specify the contracts of each procurement method that will be subject to prior review by the Municipal Development and Lending Fund.
- (4) LGUs will formulate their own procurement committee, the bid opening committee (BOC) and the Bid evaluation committee (BEC) as stipulated in this manual.

4.3 Local Technical Consultant's Responsibility

- (1) Local Technical Consultants (LTC), hired by the MDLF, will provide technical assistance to the municipalities throughout the procurement process and in the preparation of the Procurement Plan and designate a number of its engineers to follow up the procurement process performed by the LGUs.
- (2) Local Technical Consultants (LTCs) will perform monitoring and evaluation tasks relating to the activities supported under the project, such as:
- (a) procurement of equipment and works,
 - (b) contracting, supervising of infrastructure works,
 - (c) and supervising consultancy services and technical assistance, and
 - (d) documentation and reporting on progress of the Grant Agreement, including on Monitoring and Evaluation of indicators included in the GA.
- (3) The LTCs will assist the LGUs in the entire procurement process including: -
- (a) Review of design, cost estimate, specifications;
 - (b) Preparation of bidding documents;
 - (c) Invitation to bid;
 - (d) Assist in Bid opening and evaluation. However, the LTC can be a member of the procurement (opening and evaluation) committees, where approved by MDLF under duly justified circumstances;
 - (e) Award of contracts; and
 - (f) Contract management and inspection of goods and works.
- (4) The LTCs will be responsible for ensuring that sub-projects contracting carried out by participating LGUs follows the procurement arrangements detailed in this Manual. The responsibilities include:

- (a) Providing training for participating LGUs to ensure the good understanding of the program cycle, the sub-projects' procurement and PP process by all parties;
 - (b) Assisting the different levels at each step of the procurement process, such as: planning procurement activities, preparing bidding documents, launching the procurement processes, evaluating bids, awarding and managing contracts, and maintaining adequate filing of the program's procurement documents;
 - (c) Assisting in dealing with complaints and litigations;
 - (d) Assisting in assessing work done by service providers; and
 - (e) reporting to MDLF on the review of the procurement process at LGUs and advising on timely corrective measures, if any, to be taken to avoid flawed procurement decisions.
- (5) In certain cases, the LTC will be assisted by the recommendations and decisions of MDLF procurement Department which will be monitoring procurements done or controlled by MDLF and the LGUs.
- (6) The LTCs will prepare monthly progress reports and submit them to MDLF to report on their activities and findings.

4.4 Selecting the Procurement committees

- (1) **Bid Opening Committee** will be formed¹ in each LGU in accordance with a council decision and as stated in the Palestinian Municipal Law. The main functions of the Committee are to receive and open bids according to the MDLF Procurement Manual and shall not be involved in the Bid evaluation.
- (2) This committee shall consist of:
- a) The mayor or a council member authorized by him (acting as a head to this committee);
 - b) A council member;
 - c) A key staff member from the LGU (procurement officer, engineer or accountant);
 - d) MDLF officer who may attend in an optional and selective manner as an observer to check on the compliance with MDLF procurement guidelines.
 - e) In Area C, in case the LGU does not have the sufficient number of bid opening members, the LGU can request the approval of MDLF to allow the participation of the LTC in the bid opening process.
 - f) A representative from MOLG regional office may attend as an observer.
 - g) A staff member from the Ministry of Finance MOF may attend as an observer.
- (3) **Bid Evaluation Committee** (BEC) should be formed of three (3) to five (5) members depending on the size of the Procurement to evaluate and analyze bids, assign technical committees, if necessary, report on bid's evaluation results, and conclude the evaluation result.

¹Many LGUs have already established these committees as it is required by the Local Governments law. These committees may be reconsidered if necessary.

- (4) The Evaluation Committee members may be selected from:
 - a) Procurement officers of the concerned unit of the LGU, namely Finance, Commercial and Technical Units; and
 - b) Officers experienced in technical, commercial, financial or legal matters.
 - c) In Area C in case the LGU does not have technical qualified personnel to participate in the bid evaluation, the LGU can request the approval of MDLF to allow the participation of the LTC in the bid evaluation process.
- (5) The Evaluation Committee shall be chaired by an officer below the head of the Procuring Entity.
- (6) If Bids are received from Bidders with whom any member of the BEC has business or other close relationships, such member(s) shall be replaced.
- (7) If, at any time during the conduct of procurement, a situation arises that may present a conflict of interest or the appearance of a conflict of interest, the responsible procurement member must be removed from that particular procurement and must be treated according to the applicable laws. A note to the file should be documented accordingly.

Figure. 1 below summarizes the procurement process as it will be conducted by the LGU and emphasizes the control points as done by MDLF.

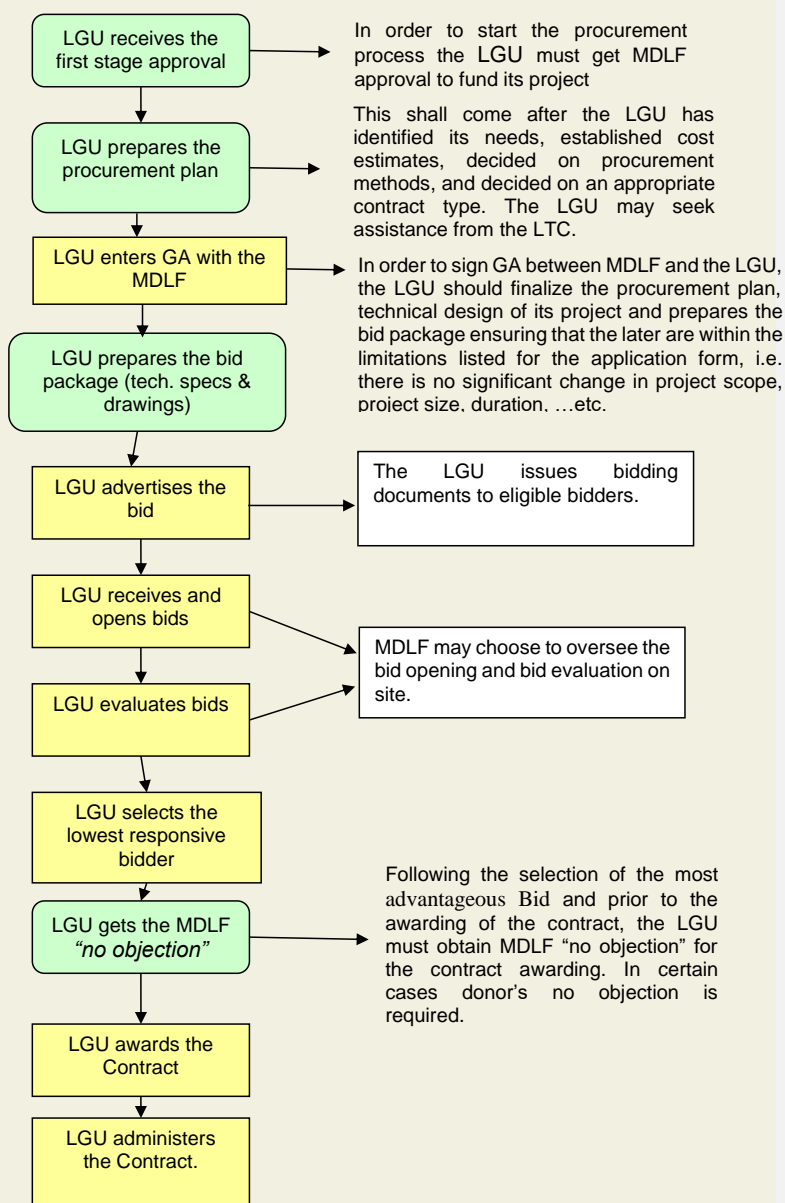


Figure 1: procurement responsibilities and control points done by MDLF.

5 Procurement Planning

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5.1 Selection of Procurement methods and defining the procurement planning strategy²

- (1) The Procuring Entity shall fully review the proposed Procurement activities to decide on the packaging and the Procurement methods to be used considering the nature and size of the Procurement.
- (2) The objective in contract packaging is to group the procurement requirements in such a way as to ensure economy and efficiency in processing and the delivery of the “right” goods and services at the “right” time for the project.
- (3) The Procuring Entity shall consider the followings when determining the method of Procurement and assembling of Goods packages:
 - (a) type of goods to be procured;
 - (b) approved estimated cost;
 - (c) availability of the Goods in the local market;
 - (d) quality, sources and make of the Goods available in the local market;
 - (e) price levels of the designated Goods;
 - (f) capacity of local Suppliers to supply the required quantities;
 - (g) capacity of the national industry and quality of its products;
 - (h) market conditions and expected competition;
 - (i) urgency of the Procurement;
 - (j) capacity of beneficiary stores and proposed terms of delivery schedule;
 - (k) assessment of risks related to their supply in the local and international markets.
- (4) The Procuring Entity shall be very careful in preparing the packages and shall not compile too many items in one package or lot which may reduce the number of potential Suppliers.
- (5) The Procuring Entity shall only assemble items in a lot that are normally supplied by the same range of Suppliers.
- (6) For certain supplies it may be advisable to invite Bids on item-by-item basis.
- (7) In the case of Works, the Procuring Entity should consider the following when determining the method of Procurement –

² In the procurement plan strategy, the LGU shall identify its needs, establish cost estimate, decide on procurement method, decide on the appropriate contract and develop its procurement plan

- (a) approved estimated cost;
- (b) conditions of the contracting industry;
- (c) capacity of local Contractors;
- (d) expected competition;
- (e) geographic location;
- (f) intended date of completion; and
- (g) other related issues.

5.2 Preparation of Procurement Plan

- (1) The Procuring Entity shall develop a procurement plan that outlines the most effective way to implement each project (See Appendix 1 for the preparation of the PP and a sample PP).
- (2) The Procurement Plan shall include all proposed procurement objects, irrespective of value or methods, classified by category "such as Goods, Works, Non-consulting Services and consulting Services".
- (3) The PP will be updated annually or as needed to reflect actual program/project implementation needs and the improvement in institutional capacity.
- (4) At the beginning of each financial year a Procuring Entity shall update its budget and reflect the balance in the Procurement Plan.
- (5) Formats for preparation of Procurement Plan are appended to this manual.
- (6) The Procuring Entity shall update the Procurement Plan of the sub- grant on a quarterly basis to accommodate delays, re-tendering and other unforeseen changes or constraints.
- (7) The Procuring Entity shall keep the MDLF posted online or off-line with the updated Procurement Plan.
- (8) *As required under the Funding Partners' Bilateral Agreements, each FP, if required, will give the no-objection to MDL procurement plan at the central level relevant to the projects and expenditure to be financed out of the FP specific account.*
- (9) MDLF Procurement Plan for contracts funded or managed by the World Bank shall be entered into STEP system.
- (10) The MDLF PP shall be published on the SPP.

5.3 Packaging of Procurement Objects

- (1) The Procuring Entity shall not generally divide Project components into small packages of lower value when preparing its Procurement Plan solely with the intention of avoiding a particular Procurement method.

- (2) The Procuring Entity shall not usually split a package as approved in the Total Procurement Plan into more than five (5) lots in order to make Application of the provisions of cross-discounts simple during evaluation.
- (3) Procuring Entity may decide to use Framework Contracts for repetitive supplies and may decide to go for Bids on lot-by- lot or item-by-item basis if this proves to be advantageous.
- (4) The procurement officer shall consider the following aspects for splitting single objects of Procurement into smaller packages and packages into smaller lots -
 - (a) the capacity of the local and international markets in submitting responsive Bids for packages and lots of the size recommended.
 - (b) with respect to potential Works contracts, the convenience of implementation with due regard to geographical location of sites.

5.4 Selection of Contract Type

- (1) The types of contracts to be used in projects funded by MDLF are:
 - a) For Works Projects:
 - i. Mainly re-measured type contracts should be used with unit rates based on fixed prices.
 - ii. Lump-sum contracts may be used in special circumstances only.
 - b) For Supplies Projects: fixed price unit rates contract.
- (2) The price of a Contract shall be calculated on the basis defined in the ITB which may be either a unit price applied to the goods actually delivered or works actually executed or services actually performed, or lump-sum price, applied to the entire or to a part of the contract, irrespective of the quantities of Goods delivered or Works executed, or Services actually provided.
- (3) The price of a contract shall usually be considered fixed in which case the unit prices may not be modified in response to changes in economic or commercial conditions except when a Contract for Works has a provision for price adjustment.
- (4) If the Contract provides for price adjustment, it shall stipulate the conditions, such as increases in the cost of materials, labour, and energy, in which price adjustment would be permitted, the formulas and indices to be referred to in order to determine whether economic or commercial conditions have altered to a significant enough degree to justify a price adjustment and to identify the amount of increase, the frequency with which price adjustments may be implemented, and the procedures to be followed.

The table below illustrates the process of selecting the preferred contracting method to be followed depending on the item to be procured and other factors.

Table 2: How to select contracting methods

Item procured is...	You can specify and define...		These factors are present...	Example	Then the preferred contracting method is....
	The finished product	Quantity			
Goods	Yes	Yes	One-time purchase	Vehicle, furniture	<i>fixed price</i>
	Yes	No exact quantities	One-time purchase	Consumable goods	<i>fixed price unit rates contracts</i>
	Yes	No exact quantities	Multiple purchases during the year and Procuring Entity willing to share risks	construction material that may be subject to price variation	<i>Frame work contracts with variable prices</i>
	Yes	No exact quantities	Multiple purchases during the year and Procuring Entity not willing to share risks	Materials with minor price variation	<i>Frame work contracts with fixed prices</i>
Works	Yes	Yes	LGU has accurate quantities; or LGU wishes to limit risk;	Building, bridge, sewer line	<i>Lump-sum, fixed price</i>
	Yes	Yes or partially	LGU willing to take some risk to obtain better pricing;	Road construction or sewer lines	<i>Re-measurable fixed price unit rates contracts</i>

PROCUREMENT OF GOODS

6 Procurement of goods

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6.1 Procurement Methods

The following procurement methods shall be used for projects financed through MDLF:

- a. International Competitive Bidding (ICB)³
- b. National Competitive Bidding (NCB)
- c. Request for Quotations (RFQ)/Shopping
- d. Direct procurement and purchase

Table 3: Procurement methods for Goods and their applicability limits

Goods	Contract Limits	no threshold *	<=\$100,000	<=\$500,000	Over \$500,000
	Procurement method	Direct Purchase ⁴	RFQ	NCB with international suppliers allowed to participate	International Competitive Bidding (ICB)
	# of bids or Participating bidders	Single bid	Minimum 3 quotations	unlimited	unlimited
	Solicitation period	-	7-14 days	30days	minimum 30 business days
	Bid documents to be used		Annex 2	National Standard Bidding Documents (SBDs) along with the WB additional requirements ⁵	The relevant WB SPD specified for procurement of Goods and available in the WB External Website

6.2 National Competitive Bidding (NCB) Goods

- (1) National Competitive Bidding is the preferred method for national Procurement and shall be used to the greatest extent possible using the following procedure detailed in Chapter 6:
 - a. Government-owned enterprises in the West Bank and Gaza shall be eligible to participate in bidding only if they can establish that they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Palestinian Authority.
 - b. Foreign bidders shall be eligible to participate under the same conditions as local bidders. In particular, no preference over foreign bidders shall be granted to local bidders in bid evaluation.
 - c. Invitations to bid shall be advertised on MDLF's free-access website, on the SPP, and in at least one newspaper of national wide circulation for two consecutive days. Prospective bidders shall be allowed a minimum of thirty (30) days between the date on which the notification appears for the first time and the deadline for bid

³ICB shall be used when the bid values exceed the thresholds identified in Table 1. In this case, standard World Bank procedures and policies shall apply, and the bid shall be prepared using the relevant World Bank Standard Procurement Documents for Goods available in the Bank External Website.

⁴ Subject to justification with respect to the exceptional cases stated in the Procurement Manual.

submission. This minimum period of 30 days may be reduced to a minimum period of 10 days in the case of emergency operations.

- d. Qualification criteria shall be clearly specified in the bidding documents, and all criteria so specified, and only criteria so specified, shall be used to determine whether a bidder is qualified. Bids from bidders not meeting such criteria shall be rejected as non-qualified. The fact that a bidder meets or surpasses the specified qualification criteria shall not be considered in the evaluation of such a bidder's bid.
- e. Evaluation criteria shall be clearly specified in the bidding documents, and all evaluation criteria other than price shall be quantified in monetary terms. All evaluation criteria so specified, and only criteria so specified, shall be used in bid evaluation. Merit points shall not be used in bid evaluation.
- f. Bids shall be submitted in sealed envelopes and shall be accepted whether mailed or hand carried.
- g. Bids shall be opened in the presence of bidders who wish to attend, and immediately after the deadline for bid submission. Said deadline, and the place of bid opening, shall be announced in the invitation to bid. The name of each bidder, and the amount of his bid, shall be read aloud and recorded when opened in the minutes of bid opening. The minutes of bid opening shall be signed by the members of the bid opening committee immediately after bid opening.
- h. Bids received after the deadline for bid submission shall not be considered and shall be returned to the bidders unopened.
- i. A bid containing material deviations from, or reservations to the terms, conditions and specifications of the bidding documents shall be rejected as not substantially responsive. A bidder shall not be permitted to withdraw material deviations or reservations once bids have been opened.
- j. The bid evaluation shall be carried out in strict adherence to the criteria specified in the bidding documents, and the contract shall be awarded to the qualified bidder offering the lowest evaluated and substantially responsive bid.
- k. A bidder shall not be required, as a condition for award, to undertake obligations not specified in the bidding documents or otherwise to modify his bid as originally submitted.
- l. There shall be no post-bidding negotiations with the lowest or any other bidder.
- m. The National SBDs for Goods shall be used along with the WB additional requirements (eligibility, anti-corruption, environmental and social safeguards, etc.).

6.2.1 Preparing the bidding documents

- (1) The Procuring Entity shall assemble the bid packages based on the contract type and procurement method selected. Documents needed for Bids shall be prepared by the Procuring Entity following The National SBDs for Goods and shall contain all the necessary information to enable competition among Bidders to take place on neutral and objective terms.
- (2) The Bidding Documents for Goods shall, depending on the context, among others include -
 - (a) instructions for the preparation and submission of a Bid;
 - (b) information concerning the date, hour (local time) and location of the receipt and public opening of the Bid(s);
 - (c) a Bid Submission Sheet and sample formats for Bid Security; Performance Security and manufacturers' authorization, where applicable;
 - (d) the number of copies to be submitted with the original Bid;
 - (e) Conditions of Contract; general and special conditions;

- (f) detailed specification of requirements;
- (g) Bid validity period;
- (h) evaluation criteria of Bids and the way in which those criteria shall be applied;
- (i) bidders' qualification requirements
- (j) a statement to the effect that the Procuring Entity may reject any or all Bids;
- (k) a provision for holding a Pre-Bid meeting with potential Bidders, where appropriate, in order to provide clarifications about the conditions of the Bid Documents;
- (l) an indication in the Bid Data Sheet (BDS) as to whom a bidder shall address a complaint; and
- (m) a provision to the effect that a bidder shall be permitted to modify, substitute or withdraw its Bid at any time prior to the deadline for the submission of Bids.

(3) Bidding Documents shall set out clearly -

- (a) the description of the Goods to be supplied;
- (b) the location of delivery or installation;
- (c) the schedule for delivery and completion;
- (d) the minimum performance requirements;
- (e) the warranty, defects liability and maintenance requirement;
- (f) the Bid currency(ies) and the applicable date of exchange rate;
- (g) the amount(s) and currency(ies) of Bid security and performance security;
- (h) the terms and methods of payment of the Contract price;
- (i) the minimum insurance coverage; and
- (j) any other relevant terms and conditions.

(4) Bidding Documents, where appropriate, shall define the tests, standards and methods that shall be used to judge the compliance of the Goods or equipment to be delivered with technical specifications.

(5) Technical specifications shall be prepared in a non-restrictive manner so that fair and open competition is possible and shall be consistent with drawings included in the bid documents.

(6) The Procuring Entity may seek the assistance of external specialists to prepare the Bid Document.

(7) The Documents forming the Contract shall be interpreted in the following order of precedence in case of contradictions between the various documents:

- (a) The signed Contract Agreement;
- (b) The Notification of Award;
- (c) The Bid and the appendices to the Bid;
- (d) Special Conditions of Contract;
- (e) General Conditions of Contract;
- (f) Technical specifications;
- (g) General specifications;
- (h) Drawings, if any;

- (i) Priced Schedule of Requirements or ;
 - (j) Other Documents as listed in the Schedule to the Bid including correspondence with the bidder.
- (8) If Bids for Goods will be invited for one or more items on item-by-item basis, each item shall comprise the minimum quantity required under that item as specified in the Bidding documents, and the Bid Submission Sheet shall be modified by inserting a table to allow for including the individual items in the sheet.

6.2.2 Advertising the bid

- (1) As soon as the bid package is ready, and all the above requirements were fulfilled, and based on the thresholds limits, the LGU shall seek the MDLF no-objection.⁵
- (2) The advertisement format shall follow the Invitation for Bid (IFB) included in the SBDs/SPDs and will preferably be issued in two languages (Arabic and English). It shall be advertised in at least one widely distributed newspaper for 2 consecutive days, on the SPP, and on the PE free-access website. The advertisement shall provide prospective bidders with a minimum of thirty (30) days, between the date on which the notification appears for the first time and the deadline for bid submission, to prepare themselves to submit their bids.
- (3) To control the bid advertisement to the required qualification of the participant bidders, minimum qualification for the bidder will be included in the bid advertisement. Table 4 below provides preliminary guidance to procuring entities in setting the qualification requirements for suppliers.
- (4) The bid documents shall be sold for a fee that will cover the cost of reprinting, handling and administrative costs borne by the Procuring Entity.

Table 4 below illustrates the different procurement methods for Goods, their applicable cases, and the limits for using each method in preparing bids for projects implemented by MDLF.

⁵ If the sub-project requires the MDLF no-objection to bid, (e.g. meeting prior review threshold), then before bidding the sub-project the LGU has to submit the complete bid document for no-objection to bid. The MDLF will review the bid document and provide advice, if any, and will issue a No objection to bid. After then it may be advertised and tendered. In certain cases when "no objection" is required from donors, the MDLF will seek donor authorization before issue the no-objection to the LGU.

Table 4 Guidance on selection of suppliers for Goods

Contract Amount	Minimum Requirements to be requested						
	Registered Firm -Tax Depts. -Ministry of Economy	Income tax clearness	Provide last two years financial statements	Minimum average annual turn- over		Firm capital over \$50,000	Past experience
				Normally 1.5 times contract amount	Normally 2 times the contract amount		
< \$10,000	✓	✓					
\$10,000- \$100,000	✓	✓				✓	
\$100,000 - \$500,000	✓	✓	✓	✓		✓	✓
\$500,000 ^{6/}	✓	✓	✓		✓	✓	✓
The average annual turnover will be determined on a case-by-case bases depending on the marketplace conditions and the type of goods to be purchased							

6.2.3 Receiving and opening bids

- (1) The procurement officials shall observe the following rules:
- (a) Bids shall be submitted by bidders in sealed envelopes and kept unopened in a locked box, until the date and time specified for opening.
 - (b) Bids shall be opened in public at the specified time by the bid opening committee in front of bidder's representative who wish to attend as follows:
 - i. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the corresponding bid shall not be opened but returned to the bidder. If the withdrawal envelope does not contain a copy of the power of attorney or a letter of authorized confirming the signature of the person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened.
 - ii. Next open envelopes marked "SUBSTITUTION" and read out the letter and exchange the substituted bid with the corresponding bid being substituted. The substituted bid shall not be opened but returned to the bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening.
 - iii. Then, envelopes marked "MODIFICATION" shall be open and the letter read out. No Bid modification shall be permitted unless it contains a valid authorization.
 - iv. The bidder's name, price, delivery terms, date and discounts and bid security, if any, existence of completed bid form shall be read aloud and tabulated by the officer opening the bids.
 - v. After opening of the Bids, members and the Chairperson of the BOC including the Bidders or their authorized representatives who attended the Bid Opening shall sign the bid opening sheet (BOS) and the BOS shall be immediately sent to the MDLF.

⁶ To be procured according to the World Bank International Competitive Bidding (ICB) procedures. Participating bidders should be registered officially in their origin countries and be able to prove their qualifications to supply the contract requirements.

- (c) Discussions shall not be entered into on any bid and no bids shall be rejected at the time of opening.
- (d) Bids received after the bid opening, as well as those not opened and read out at the bid opening, shall not be accepted or considered and shall be returned to the bidder unopened.
- (e) Bidders shall not be allowed to withdraw their bids after the bid opening.

6.2.4 Evaluating the Bids

- (1) The Bid Evaluation Committee shall examine all bids recorded in the BOS and shall verify:
 - a) If the product offered meets the specifications and is of acceptable quality;
 - b) If delivery meets the project requirements;
 - c) If payment conditions are as specified in the bid document;
 - d) if the firm making the offer possesses the commercial and financial qualifications to comply with the contract to be awarded; and
 - e) Others as may be specified in the bidding data sheet of the bidding document.
- (2) The BEC has the right to disqualify any bidder in any of the following cases if:
 - a) the bidder has attached special condition in contradiction of the bid with regard to the delivery time or payment terms;
 - b) bid security is not provided or is less than the requirement;
 - c) bids are not the original copy or bid form is not signed and stamped;
 - d) there is a major non-conformity with specification;
 - e) there is evidence of the inability of the bidder to meet the commercial and financial requirements of the bidding documents;
 - f) The bid lacks "Declaration of Undertaking for projects⁷ financed by the KFW.
- (3) The evaluation of the bids shall be carried out bearing in mind the following:
 - a) There will be fairness to all bidders;
 - b) The lowest evaluated responsive bid/quotation shall be awarded; and
 - c) In the event of identical acceptable bids (tie) the following procedures shall be applied:
 - I. If the goods could be divided from a technical point of view and the bidders agree then the quantities could be awarded equally among them;
 - II. If point I above is not possible, a request for a discount shall be made to the identical bidders at the same time and the discount will be made in a sealed envelope. The awarding will be made to the lowest price after discount.
- (4) Bids shall not, under any circumstances, be evaluated on any basis other than the criteria specified in the Bid Documents and the BEC shall evaluate and compare Bids that are responsive to the requirements of Bid Documents in order to identify the successful Bidder.
- (5) A BEC may regard a Bid as responsive, only if it complies with all the substantive requirements set out in the Bid Document, without material deviation or reservation, and only Bids that comply with those requirements may be considered in the evaluation. *"A material deviation or reservation is one-*
 - a. *which affects in any substantial way the scope and quality;*

⁷See Annex 4 for the format of the Declaration

- b. *which limits in any substantial way, inconsistent with the Bid Documents, the Procuring Entity's rights or the Bidder's obligations under the Contract; or*
- c. *Whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids".*

- (6) A BEC may regard a Bid as responsive, even if it contains-
- a) minor deviations, which do not significantly alter or depart from the technical specifications, characteristics and commercial terms and conditions and other requirements set out in the Bidding Document;
 - b) errors or oversights, which if corrected, would not alter the key aspects of the Bid and any such deviations shall be quantified in monetary terms, as far as possible.
- (7) A BEC shall correct purely arithmetic errors that are discovered during the examination of Bids and shall promptly notify the concerned Bidder(s) of any such correction(s).
- (8) There shall be no requirement for a minimum number of responsive Bids i.e., an evaluation shall proceed, and an award shall be made even if only a single Bid is received and found responsive, provided that -
- a) the Bid has been widely advertised,
 - b) the Bid price is reasonable compared with the market price or is within the official estimate, and
 - c) the Bid meets the technical specifications and commercial terms and conditions set out in the Bid Document.
- (9) A BEC shall not continue to evaluate a Bid when:
- a) the Bidder has failed to demonstrate its qualifications as required;
 - b) the Bidder does not accept a correction of an arithmetical error made in accordance with clause (24); or
 - c) the Bid is not responsive, i.e., it does not sufficiently meet the requirements of the qualifications, technical specifications or financial and commercial terms and conditions set out in the Bid Document.
- (10) There shall be no consideration during the bid evaluation of any information contained in a bid submission that was not requested in the Bid Document.
- (11) The successful Bidder shall be the Bidder who submitted a responsive Bid with the lowest evaluated Bid cost, calculated upon the basis of factors affecting the economic value of the Bid which have been specified in the Bid Document and to the extent practicable, these factors shall be objective and quantifiable and shall be given a relative weighting in the evaluation method or be expressed in monetary terms, wherever practicable.

Example

One of the factors affecting economic value may be the delivery schedule for Goods. If the delivery schedule for Goods specified in the Bid Documents is between fifteen (15) and eighteen (18) months, and a Bidder bases his or her Bid price on a delivery of twenty (20) months, then that Bid price may be adjusted for evaluation purpose only, if it is so specified in the Bid Document, by adding a certain percentage or a lump sum amount to the Bid price, whereby the percentage or amount for liquidated damages may be considered as a guidance, for the two (2) months delay beyond eighteen (18) months. Other factors affecting the true economic value of the Bid price may be life span costs, such as cost of spare parts, fuel, performance or productivity of the equipment, etc.

- a) consider all evaluation criteria mentioned in the Bidding Document;
- b) ensure that the Bid prices are inclusive of applicable taxes, customs and VAT (if required) for national Procurement of Goods and related Services and
- c) quantify in monetary terms any minor deviations from the evaluation criteria other than the price following the provisions set in the Bidding Documents.

6.2.5 CLARIFICATION OF BIDS

- (1) The Chairperson of a BEC may ask Bidders for clarifications of their Bids, including breakdowns of unit rates, in order to assist the examination and evaluation of the Bids, provided that, Bid clarifications which may lead to a change in the substance of the Bid or in any of the key elements of the Bid, such as price and delivery schedule shall neither be sought nor accepted by the BEC.
- (2) Requests for clarification shall be in writing and shall be signed by the Chairperson of the BEC and all clarification requests shall remind Bidders of the need for confidentiality and that any breach of confidentiality on the part of the Bidder may result in their Bid being disqualified.
- (3) If any Bidder offered only eighty percent (80%) of the items of a lot, for Bids invited on lot-by-lot basis, the BEC shall inflate the lot price by adding up the average prices offered by other responsive Bidders for the missing items to the lot value to establish the winning lot Bid.
- (4) If the winning lot Bid under clause (29) is missing some items, comprising less than twenty percent (20%), the Procuring Entity may procure the missing items from the Bidder offering the lowest price for the remaining items.

6.2.6 Bid Evaluation Report

- (1) The BEC shall prepare a bid evaluation report (using the Bank's standard bid evaluation report⁸) endorsed by the LGUS's procurement committee and forward to the MDLF for *no objection*. The report should be prepared by the BEC, with clear criteria and strong confidentiality, and endorsed by MDLF through the period of bid validity.
- (2) A BEC shall complete evaluation of Bids and the Contract shall be awarded within the initial period of Bid validity.
- (3) The BEC shall follow the general procedures detailed below in preparing the *evaluation report* -
 - (a) the Evaluation Report shall list, in ascending order, the evaluated cost of all responsive Bids in order to prevent the Procuring Entity from having to re-submit the Bid Evaluation Report to MDLF, should the Bidder with the lowest evaluated cost reject the award or fail to post-qualify or fails to provide its performance security or fails to sign the Contract;

⁸ Standard bid evaluation report is available at <https://documents.worldbank.org/curated/en/995641468186255581/pdf/98848-WP-Box393178B-PUBLIC-Standard-Bidding-Evaluation-Report.pdf>

- (b) all members of the BEC, who participate in the evaluation, shall sign the Evaluation Report, with their names and designations clearly stated therein;
 - (c) in case of any disagreement by any member of the BEC on the recommendations of the Evaluation Report, the member may provide a note of dissent, always provided that, the concerned member shall describe his or her reasons in detail for not agreeing to the overall recommendation of the BEC;
 - (d) the BEC Chairperson shall submit the Evaluation Report along with recommendations for award and the note of dissent, if any, to MDLF; MDLF shall make its decision based on the information provided in the Evaluation Report; and
 - (e) in order to assist the MDLF in making an award decision on the Bid, in the case of dissent, the MDLF may obtain expert opinion concerning any disputed matter in the Evaluation Report.
- (4) All Documents related to the evaluation proceedings shall be safeguarded in an office of the Procuring Entity that can only be accessed by members of the BEC.

6.2.7 Negotiations and adjusting the Scope of Procurement

- (1) If, after completing the evaluation, it is found that the lowest evaluated Bid is significantly higher than the official estimate or available budget or both, but is within an acceptable range of the market price levels, the BEC may recommend to the Procuring Entity either to accept the Bid if budget can be made available or to negotiate with the bidder to reduce the scope of the requirements for the concerned Procurement and/or a reallocation of risk and responsibility which can be reflected in a reduction of the contract price.
- (2) For contracts subject to prior review MDLF will seek the No-objection of the Funding Partner before entering negotiations with the lowest evaluated bidder.
- (3) If the Procuring Entity decides to reduce the scope of the requirements under **Clause (34) for the concerned Procurement it shall -**
 - a) verify that the lowest Bidder remains the lowest Bidder after the scope of work has been revised by the Procuring Entity;
 - b) sign the Contract only with the initial lowest Bidder; and
 - c) ensure that the objective of the Procurement will not be seriously affected through this reduction.
- (4) If the Procuring Entity decides because of a high Bid price to reduce the scope of the requirements to meet the available budget, the Bidder is not obliged to accept the award and shall not be penalized in any way for rejecting the proposed award if the proposed reduction was not within the scope of any requirement of the Instructions to Bidders.
- (5) For Projects funded by the KFW, the following shall apply:
 - a) If the lowest responsive bid is clearly higher than the cost estimate the *evaluation report* must discuss on the basis of an analysis of causes whether a reasonable price could be achieved through a new bidding process.
 - b) If this is not to be expected, negotiations may be conducted with the bidder who has submitted the most advantageous responsive bid in order to determine how

a reasonable contract price can be reached by adjusting the scope of the contract and/or by altering the distribution of risks and burdens.

- (6) If the rejection of all bids is decided, the provisions of Paragraphs 8.2 and 8.3 shall apply.

6.3 Request for Quotations Method (RFQ)/ Shopping of GOODS

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6.3.1 Conditions for use

- (1) The RFQ/Shopping may be used for Procurement of standard off-the-shelf Goods, provided that the estimated cost will not exceed the amount specified in Table 1.
- (2) The Procuring Entity shall strictly control the use of the RFQ /Shopping Method as a method of Procurement in order to ensure that there is no abuse and that its use by LGUs is restricted to the Procurements specified in this Clause.
- (3) A decision to use RFQ/Shopping Method shall be approved in writing by the mayor or an officer authorized by him or her unless the RFQ/Shopping method was scheduled for the said object of Procurement in the Procurement Plan.
- (4) In deciding or justifying the use of the RFQ/ Shopping Method in public Procurement, the following shall be considered –
 - a) LGUs shall not use the RFQ/ Shopping Method to either bypass more competitive methods of Bidding or split large potential contracts into smaller ones solely to allow the use of this method.
 - b) the RFQ/ Shopping Method should not require complex Documentation or all the formalities of a full Bidding process.

6.3.2 Documentation Needed

- (1) The RFQ shall contain a clear statement concerning the Procuring Entity's requirements in respect of the Goods such as quality, quantity or volume of Goods, terms and time of delivery or completion, and payment conditions and invoicing procedures, including special requirements.
- (2) Bidders may be required to furnish documentary evidence(s) demonstrating its eligibility by providing a valid trade license, Tax Identification No. (TIN), VAT registration and Bank solvency certificate.
- (3) The evaluation criteria to be used shall be stated in the requests for quotations considering type and value of Goods to be procured.
- (4) The procuring entity shall use the sample RFQ Document in Annex 2.

- (5) No Bid securities are required when the RFQ/Shopping Method is used. However, in high-cost purchases, a quotation securing declaration may be required

6.3.3 Soliciting Quotations

- (1) The Procuring Entity shall invite quotations from Suppliers by letter, fax or electronic mail, indicating the date by which the quotations shall be submitted.
- (2) Requests for quotation do not need to be advertised in the press, although advertising in the Website of the Procuring Entity may be considered.
- (3) The Procuring Entity shall not charge any fees for the RFQ Document.
- (4) Time for invitation shall be kept minimal but reasonable, about 7-14 days.
- (5) The Procuring Entity shall carefully select the Bidders to be invited to quote for Goods considering its requirements to be specified as well as the reputation and capability of the Bidders (see Table 3 for guidance).
- (6) The Procuring Entity shall request quotations from as many Bidders as practical and shall obtain and compare at least three (3) responsive quotations to establish the competitiveness of the quoted price.
- (7) The Procuring Entity should, in order to minimize the risk of not receiving satisfactory number of responsive quotations, request all potential Bidders to confirm whether or not they will be submitting a quotation in order to invite other Bidders to replace those who are not submitting a quotation.

6.3.4 Submission of Quotations

- (1) The Bidder shall have the choice to submit its offer in a sealed envelope clearly marked on the top as 'Quotation' or by fax or e-mail.
- (2) The Procuring Entity shall stamp all quotations, delivered closed or otherwise, for receipt indicating both the date and time of receipt and shall submit without opening to the chairperson of the Bid Evaluation Committee for examination and evaluation of offers received.
- (3) If the Procuring Entity has not received at least three (3) responsive quotations within the given time, it shall verify with the other Bidders to whom it sent a request for quotation whether or not they intend to submit a quotation, and if so, how soon.
- (4) The Procuring Entity may give reasonable amount of additional time for additional Bidders to submit quotations and proceed with the comparison of the quotations received on the expiry of the additional time, unless there is extreme urgency or there are already three (3) or more responsive quotations available.
- (5) If the Procuring Entity couldn't receive the minimum required number of quotations, it shall refer the matter to the MDLF recommending either to cancel the Procurement, to advertise in the local press or to use other Procurement methods such as Direct Procurement.

6.3.5 Evaluation of Quotations and Issuance of Purchase Order

- (1) All quotations, whether submitted in closed envelopes or by other means, shall be read, recorded and compared by a Bid Evaluation Committee on the submission date deadline specified in the invitation.
- (2) The evaluation of quotations shall be a simple determination as to whether quotations meet the requirements specified in the request for quotations, following which the lowest evaluated quotation meeting those requirements is selected.
- (3) If after evaluating the quotations, the Procuring Entity found out that only two quotations were responsive and the price is within the cost estimate it may decide to award to the Lowest evaluated bidder and refer the matter to the MDLF.
- (4) A slightly higher price may be justified for faster delivery or immediate availability in cases of extreme urgency or when late delivery may result in heavy consequences for the purchaser, provided that in such cases, the intention to favour early delivery should be indicated in the RFQ.
- (5) The Evaluation Report shall be prepared using the sample form included in Annex 1, it must demonstrate clearly that the award is based on sound economic criteria.
- (6) The winning bidder shall be notified immediately by sending him or her purchase order in the case of Goods.
- (7) The awarded bidder shall confirm in writing receipt of the purchase order to the Procuring Entity.
- (8) The record of Procurement shall include the list of bidders invited and the list and value of the quotations received and the Evaluation Report.

6.4 Direct Contracts/Purchases

- (1) Direct contract without competition may be used only in exceptional cases. In case of using the direct contracting method, the Procuring Entity shall analyze and document, for *MDLF's no objection*, that the contract cost/price is fair and reasonable. This may be accomplished by means of a market survey, review of historical cost/price data and past performance, or review and analysis of individual cost elements. The Procuring Entity must also justify the specific reasons for using non-competitive methods. The contract file must contain both the determination of cost/price reasonableness and the justification for use of other than competition. Examples of situations warranting direct contracting are:
 - a. only one supplier has the technical capacity to fulfill the procurement needs;
 - b. standardization with existing equipment;
 - c. natural disaster or national emergency; and
 - d. Small value contracts.
- (2) A Bid security shall not be requested for Procurement under the Direct contracting Method.

- (3) Additional deliveries of Goods, from the original Supplier, shall be subject to the following conditions:
- a) prices are still the most advantageous to the PE after price verification;
 - b) in the case of an extension of existing Supplies, Services or installation, provided that the original Contract was signed following a competitive Procurement process.
 - c) Provisions for such an extension, if considered likely in advance, shall be included in the original contract.

PROCUREMENT OF WORKS AND NON-CONSULTING SERVICES

7 PROCUREMENT OF works and non-consulting⁹

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⁹"Non-consulting Services" means the following services with measurable outputs, either-linked to the supply of Goods or execution of Works such as operation and maintenance of facilities or plant, surveys, exploratory drilling, or stand-alone service type contracts such as security services, catering Services, geological Services or third party Services

7.1 Procurement Methods

The following procurement methods shall be used for projects financed by MDLF funds:

- International Competitive Bidding (ICB)¹⁰
- National Competitive Bidding (NCB)
- Request for Quotations (RFQ)/ Shopping
- Direct procurement and purchase

Table 5 - Procurement methods for Works and their applicability limits

Works	Contract Limits	no threshold	<=\$200,000	<=\$5.0M	Over \$5.0 M
	Procurement method	Direct Contracting	Request for Quotations (shopping)	NCB	International Competitive Bidding (ICB)
	# of bids or Participant bidders	Single bid	Minimum Quotations 3	unlimited	unlimited
	Solicitation period	-	7-14 days	30 days (may be reduced to 10 days)	minimum 30 business days
	Bid documents to be used		Annex 3	National Standard Bidding Documents (SBDs) along with the WB additional requirements ¹³	World Bank relevant SPD for procurement of works available in the WB External Website

7.2 National Competitive Bidding (NCB)

7.2.1 Preparing the bidding documents (See Clause 6.2)

- (1) The Procuring Entities shall assemble the bid packages based on the contract type and procurement method selected. Documents needed for Bids shall be prepared by the LGU following the World Bank's Standard Bidding Documents for small works¹¹ and shall contain all the necessary information to enable competition among Bidders to take place on neutral and objective terms.

¹⁰ICB shall be used when the bid values exceed the thresholds identified in Table 1. In this case, standard World Bank procedures and policies shall apply and the bid shall be prepared using the relevant World Bank Standard Procurement Documents for works available in the World Bank External Website.

¹¹ Same as above

- (2) The Bidding Documents for Works and Physical Services shall, depending on the context, among others include -
- a) instructions for the preparation and submission of a Bid;
 - b) information concerning the date, hour (local time) and location of the receipt and Public opening of the Bid(s);
 - c) a Bid Submission Sheet and sample formats for Bid Security; Performance Security and manufacturers' authorization, where applicable;
 - d) the number of copies to be submitted with the original Bid;
 - e) Conditions of Contract, general and special;
 - f) detailed specification of requirements;
 - g) Bid validity period;
 - h) evaluation criteria of Bids and the way in which those criteria shall be applied;
 - i) bidders' qualification requirements;
 - j) a statement to the effect that the LGU may reject any or all Bids;
 - k) a provision for holding a Pre-Bid meeting with potential Bidders, where appropriate, in order to provide clarifications about the conditions of the Bid Documents;
 - l) an indication in the Bid Data Sheet (BDS) as to whom a bidder shall address a complaint; and
 - m) a provision to the effect that a bidder shall be permitted to modify, substitute or withdraw its Bid at any time prior to the deadline for the submission of Bids.
- (3) Bidding Documents shall set out clearly -
- a) the description of the Works and Physical Services to be carried out;
 - b) the drawings and location of the Works;
 - c) the schedule for completion;
 - d) the minimum performance requirements;
 - e) the Bid currency(ies) and the applicable date of exchange rate;
 - f) the amount(s) and currency(ies) of Bid security and performance security;
 - g) the terms and methods of payment of the Contract price;
 - h) the minimum insurance coverage; and
 - i) any other relevant terms and conditions.
- (4) Bidding Documents, where appropriate, shall define the tests, standards and methods that shall be used to judge the compliance of the Works to be performed with technical specifications.
- (5) Technical specifications shall be prepared in a non-restrictive manner so that a fair and open competition is possible and shall be consistent with drawings included in the bid documents.
- (6) The LGU may seek the assistance of external specialists for preparing the Bid Document.
- (7) The Documents forming the Contract shall be interpreted in the following order of precedence in case of contradictions between the various documents:
- (a) The signed Contract Agreement;
 - (b) The Notification of Award;

- (c) The Bid and the appendices to the Bid;
- (d) Special Conditions of Contract;
- (e) General Conditions of Contract;
- (f) Technical specifications;
- (g) General specifications;
- (h) Drawings;
- (i) Priced Bill of Quantities; and
- (j) Other Documents as listed in the Schedule to the Bid including correspondence with the bidder.

7.2.2 Advertising the bid

- (1) As soon as the bid package is ready and all the above requirements are fulfilled, based on the thresholds limits, the LGU shall seek the MDLF no-objection.¹²
- (2) The advertisement format shall follow the Invitation for Bid (IFB) included in the SBDs/SPDs and will preferably be issued in two languages (Arabic and English). It shall be advertised in at least one widely distributed newspaper for two (2) consecutive days, on the SPP, and on the PE free access website.
- (3) The advertisement shall provide prospective bidders with a minimum of thirty (30) days, between the date on which the notification appears for the first time and the deadline for bid submission, to prepare themselves to submit their bids.
- (4) To restrict the bid advertisement to the required qualification of the participant bidders, minimum qualifications for the bidder may be required in the bid advertisement. For example, a classification of the contractors in accordance with the *Palestinian classification*.
- (5) The bid documents shall be sold for a fee that will cover the cost of reprinting, handling and administrative cost borne by the procuring entity.
- (6) In certain cases and as may be required by donors, MDLF may provide the LGUs with a list of the donors recommended contractors who were pre-qualified based on donor's criteria to buy the bidding document and apply for the bid.
- (7) Contractors that have not yet been classified but meet the required qualifications shall be enabled to obtain the necessary classification during the bidding procedure. Any contractor that has been classified in a class higher than the lowest class shall not be restricted to bidding in his own class but shall be eligible also to bid in any lower class.

¹² If the sub-project requires the MDLF no-objection to bid, (e.g. meeting prior review threshold), then before bidding the sub-project the LGU has to submit the complete bid document for no-objection to bid. The MDLF will review the bid document and provide advice, if any, and will issue a No objection to bid. After then it may be advertised and tendered. In certain cases when "no objection" is required from donors, the MDLF will seek donor authorization before issue the no-objection to the LGU.

7.2.3 Receiving and opening bids

(1) The procurement officials shall observe the following rules:

- a) Bids shall be submitted by bidders in sealed envelopes and kept unopened in a locked box, until the date and time specified for opening.
- b) Bids shall be opened in public at the specified time by the bid opening committee in front of bidder's representative who wish to attend as follows:
 - i. First, envelopes marked "WITHDRAWAL" shall be opened and read out and the corresponding bid shall not be opened but returned to the bidder. If the withdrawal envelope does not contain a copy of the power of attorney or a letter of authorized confirming the signature of the person duly authorized to sign on behalf of the Bidder, the corresponding bid will be opened;
 - ii. Next open envelopes marked "SUBSTITUTION" and read out the letter and exchange the substituted bid with the corresponding bid being substituted. The substituted bid shall not be opened but returned to bidder. No bid substitution shall be permitted unless the corresponding substitution notice contains a valid authorization to request the substitution and is read out at bid opening.
 - iii. Then, envelopes marked "MODIFICATION" shall be open and the letter read out. No Bid modification shall be permitted unless it contains a valid authorization;
 - iv. The bidder's name, price, delivery terms, date and discounts and bid security, if any, existence of completed bid form shall be read aloud and tabulated by the officer opening the bids.
 - v. After opening of the Bids, members and the Chairperson of the BOC including the Bidders or their authorized representatives who attended the Bid Opening shall sign the bid opening sheet (BOS) and the BOS shall be immediately sent to the MDLF.
- c) Discussions shall not be entered into on any bid and no bids shall be rejected at the time of opening.
- d) Bids received after the bid opening, as well as those not opened and read out at the bid opening, shall not be accepted or considered and shall be returned to the bidder unopened.
- e) Bidders shall not be allowed to withdraw their bids after the bid opening.

7.2.4 Evaluating the Bids

(1) The Bid Evaluation Committee shall examine all bids recorded in the BOS and shall verify:

- a) If the product offered meets the specifications and is of acceptable quality;
- b) If delivery meets the project requirements;
- c) If payment conditions are as specified in the bid document;
- d) if the firm making the offer possesses the commercial and financial qualifications to comply with the contract to be awarded; and
- e) If the bidder's previous experience, personnel and equipment are adequate to undertake the required works.
- f) Others as may be specified in the bid data sheet of the bidding document.

(2) The BEC has the right to disqualify any bidder in any of the following cases if:

- a) the bidder has attached special condition in contradiction of the bid with regard to the delivery time or payment terms;
 - b) bid security is not provided or is less than the requirement;
 - c) Bids are not the original copy or bid form is not signed and stamped;
 - d) There is a major non-conformity with specification;
 - e) There is evidence of the inability of the bidder to meet the commercial and financial requirements of the bidding documents; and
 - f) There is a lack of capacity to execute the work.
- (3) The evaluation of the bids shall be carried out bearing in mind the following:
- a) There will be fairness to all bidders;
 - b) The lowest evaluated responsive bid/quotation shall be awarded; and
 - c) In the event of identical acceptable bids, the following procedures shall be applied:
 - i. If the work could be divided from a technical point of view and the bidders agree, then the work could be awarded equally among them;
 - ii. A request for a discount shall be made to the identical bidders at the same time and the discount will be made in a sealed envelope. The award will be made to the lowest price after discount.
- (4) Bids shall not, under any circumstances, be evaluated on any basis other than the criteria specified in the Bid Documents and the BEC shall evaluate and compare Bids that are responsive to the requirements of Bid Documents in order to identify the successful Bidder.
- (5) A BEC may regard a Bid as responsive, only if it complies with all the substantive requirements set out in the Bid Document, without material deviation or reservation, and only Bids that comply with those requirements may be considered in the evaluation. *"A material deviation or reservation is one-*
- a. which affects in any substantial way the scope, quality, or performance of the Works;*
 - b. which limits in any substantial way, inconsistent with the Bid Documents, the procuring entity's rights or the Bidder's obligations under the Contract; or*
 - c. whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids".*
- (6) A BEC may regard a Bid as responsive, even if it contains-
- a) minor deviations, which do not significantly alter or depart from the technical specifications, characteristics and commercial terms and conditions and other requirements set out in the Bid Document;
 - b) errors or oversights, which if corrected, would not alter the key aspects of the Bid and any such deviations, shall be quantified in monetary terms, as far as possible.
- (7) A BEC shall correct purely arithmetic errors that are discovered during the examination of Bids and shall promptly notify the concerned Bidder(s) of any such correction(s).
- (8) There shall be no requirement for a minimum number of responsive Bids i.e. an evaluation shall proceed and an award shall be made even if only a single Bid is received and found responsive, provided that -

- a) the Bid has been widely advertised,
- b) the Bid price is reasonable compared with the market price or is within the official estimate, and
- c) the Bid meets the technical specifications and commercial terms and conditions set out in the Bid Document.

(9) A BEC shall not continue to evaluate a Bid when:

- a) the Bidder has failed to demonstrate its qualifications as required;
- b) the Bidder does not accept a correction of an arithmetical error made in accordance with clause (24); or
- c) the Bid is not responsive, i.e. it does not sufficiently meet the requirements of the qualifications, technical specifications or financial and commercial terms and conditions set-out in the Bid Document.

(10) There shall be no consideration during the Bid evaluation of any information contained in a Bid submission that was not requested in the Bid Document.

(11) The successful Bidder shall be the Bidder who submitted a responsive Bid with the lowest evaluated Bid cost, calculated upon the basis of factors affecting the economic value of the Bid which have been specified in the Bid Document and to the extent practicable, these factors shall be objective and quantifiable and shall be given a relative weighting in the evaluation method or be expressed in monetary terms, wherever practicable.

Example

One of the factors affecting economic value may be completion schedule for Works. If the completion schedule for Works specified in the Bid Documents is between fifteen (15) and eighteen (18) months, and a Bidder bases his or her Bid price on a delivery of twenty (20) months, then that Bid price may be adjusted for evaluation purpose only, if it is so specified in the Bid Document, by adding a certain percentage or a lump sum amount to the Bid price, whereby the percentage or amount for liquidated damages may be considered as a guidance, for the two (2) month delay beyond eighteen (18) months. etc.

(12) For calculating the lowest evaluated price, the BEC shall -

- a) consider all evaluation criteria mentioned in the Bid Document;
- b) ensure that the Bid prices are inclusive of applicable taxes, customs and VAT for national Procurement of Goods, Works and Physical Services; and
- c) quantify in monetary terms any minor deviations from the evaluation criteria other than the price following the provisions set in the Bidding Documents.

7.2.5 CLARIFICATION OF BIDS

(1) The Chairperson of a BEC may ask Bidders for clarifications of their Bids, including

breakdowns of unit rates, in order to assist the examination and evaluation of the Bids, provided that, Bid clarifications which may lead to a change in the substance of the Bid or in any of the key elements of the Bid, such as price and delivery schedule shall neither be sought nor accepted by the BEC.

- (2) Requests for clarification shall be in writing and shall be signed by the Chairperson of the BEC and all clarification requests shall remind Bidders of the need for confidentiality and that any breach of confidentiality on the part of the Bidder may result in their Bid being disqualified.
- (3) If the BEC determines that the Bid pricing is not balanced, the BEC shall require the Bidder to submit a detailed price breakdown, and in the case of front loading of the unit rates the BEC may recommend increasing performance security.
- (4) For Bids invited on lot-by-lot basis, the BEC shall award the lots considering the least cost combination of the lots.

Explanation: If one Bidder has won two (2) or more lots and was post-qualified only for one (1) lot, then he shall be awarded the lot that would result in the least cost of the total value of contracts and not necessarily the larger lot as he may wish.

- (5) If a Bidder offers a price significantly below the official estimate then the BEC shall investigate the real reasons behind such a low price and consider the Bid not responsive if-
 - (a) it becomes very clear that this Bidder is inexperienced and cannot price a Bid properly;
 - (b) the Bidder cannot provide justification for his low price during the evaluation process, provided that the official cost estimate reflects the prevailing market price.
- (6) If the Bidder quotes a low price because it happens to enjoy some favorable conditions with respect to this Bid, then the Bid shall be considered as responsive and evaluated accordingly.
- (7) The LGU shall prepare a bid evaluation report (using the Bank's standard bid evaluation report¹³) endorsed by the LGU's procurement committee and forwarded to the MDLF for *no objection* request. The report should be prepared by the LGU, with clear criteria and strong confidentiality, and endorsed by the MDLF through the period of bid validity.

Example 1

A Bidder has personnel and equipment and has just completed another contract near the proposed work site.

Example 2

A Bidder has particular interest in keeping his workforce busy during a low business season.

¹³ The Bank's standard bid evaluation report is available at <https://documents.worldbank.org/curated/en/995641468186255581/pdf/98848-WP-Box393178B-PUBLIC-Standard-Bidding-Evaluation-Report.pdf>

7.2.6 Bid evaluation report

- (1) The Procuring Entity shall complete the evaluation of Bids and award of Contract within the initial period of Bid validity.
- (2) The BEC shall follow the general procedures detailed below in preparing the evaluation report -
 - (a) the Evaluation Report shall list, in ascending order, the evaluated cost of all responsive Bids in order to prevent the LGU from having to re-submit the Bid Evaluation Report to MDLF, should the Bidder with the lowest evaluated cost reject the award or fail to post-qualify or fails to provide its performance security or fails to sign the Contract;
 - (b) all members of the BEC, who participate in the evaluation, shall sign the Evaluation Report, with their names and designations clearly stated therein;
 - (c) in case of any disagreement by any member of the BEC on the recommendations of the Evaluation Report, the member may provide a note of dissent, always provided that, the concerned member shall describe his or her reasons in detail for not agreeing to the overall recommendation of the BEC;
 - (d) the BEC Chairperson shall submit the Evaluation Report along with recommendations for award and the note of dissent, if any, to MDLF; MDLF shall make its decision based on the information provided in the Evaluation Report; and
 - (e) in order to assist MDLF in making an award decision on the Bid, in the case of dissent, the MDLF may obtain expert opinion concerning any disputed matter in the Evaluation Report.
- (3) If the contract is subject to prior review by the Funding Partner, MDLF shall forward the following documents to the Funding Partner for its no-objection:
 - (a) The bid invitation,
 - (b) The signed record of the bid opening,
 - (c) The evaluation report including the recommendation on the award,
 - (d) If applicable, an explanation why the *binding period* could not be observed,
 - (e) All or specific bids as may be requested by the FP.
- (4) All Documents related to the evaluation proceedings shall be safeguarded in an office of the Procuring Entity that can only be accessed by members of the BEC.

7.2.7 Negotiations and adjusting the scope of work

- (1) If, after completing the evaluation, it is found that the lowest evaluated Bid is significantly higher than the official estimate or available budget or both, but is within an acceptable range of the market price levels, the BEC may recommend to the PE either to accept the Bid if budget can be made available or to negotiate with the bidder to reduce the scope of work and/or a reallocation of risk and responsibility which can be reflected in a reduction of the contract price.
- (2) If the contract is subject to prior review the MDLF will seek the No-objection of the Funding Partner before entering into negotiations with the lowest evaluated bidder.

- (3) If the Procuring Entity decides to reduce the scope of the requirements under Clause (40) for the concerned Procurement it shall -
- a) verify that the lowest Bidder remains the lowest Bidder after the scope of work has been revised by the Procuring Entity;
 - b) sign the Contract only with the initial lowest Bidder; and
 - c) Ensure that the objective of the Procurement will not be seriously affected through this reduction.

Example 1

The road authority would recommend reducing the scope of work by deleting entirely the road safety items which are the last in the BOQ. A comparison of the impact of these items examined for all responsive Bidders may result in the 4th Bidder becoming the lowest. So, the Contract cannot be awarded to any Bidder.

Example 2

The road authority would be satisfied by cancelling one minor road or a section of the road project. The impact of this reduction shall be examined for all responsive Bidders, and may result in the 5th Bidder becoming the lowest. So, the Contract cannot be awarded to any Bidder.

- (4) If the Procuring Entity decides because of a high Bid price to reduce the scope of the requirements to meet the available budget, the Bidder is not obliged to accept the award and shall not be penalized in any way for rejecting the proposed award if the proposed reduction was not within the scope of any requirement of the Instructions to Bidders.
- (5) For Projects funded by the KFW, the following shall apply:
- (a) If the lowest responsive bid is clearly higher than the cost estimate the *evaluation report* must discuss on the basis of an analysis of causes whether a reasonable price could be achieved through a new bidding process.
 - (b) If this is not to be expected, , negotiations may be conducted with the bidder who has submitted the most advantageous responsive bid in order to determine how a reasonable contract price can be reached by adjusting the scope of the contract and/or by altering the distribution of risks and burdens.
- (6) If the rejection of all bids is decided, the provisions of Paragraphs 8.2 and 8.3 shall apply.

7.2.8 Securing no objection from MDLF

- (1) The Evaluation Report shall be finalized in a timely fashion in order that the Successful Bidder can be notified before the expiry date of the validity of Bids, without the LGU having to seek an extension to the validity of the Bids.
- (2) The LGU shall send to MDLF the procurement committee's evaluation report and all bids seeking a *no objection* from the MDLF on its decision. MDLF will review all procedures and verify that these procedures are in line with its procurement guidelines and the Manual. MDLF may also investigate the bidder qualification.

- (3) If satisfactory, MDLF, after obtaining the FP's no-objection where necessary, will issue a *no objection* letter to the LGU; such a letter may include some conditions that should be followed by the LGU before awarding.
- (4) If MDLF has objections to the content of the report or has questions, they should be sent to the BEC which shall meet and respond to the objections within five (5) working days from the date of receipt of objections and clarifications or new report shall be sent back through the same route through which the request for approval was initially submitted.
- (5) The MDLF may reject the Bid Evaluation Report and ask the LGU to re-evaluate the Bids, within five (5) working days, if there is any deviation from the requirements specified in the Bid Document.
- (6) If the lowest bid was rejected for any justified reason by MDLF, the second qualified bidder with the lowest price shall be considered.

7.3 Shopping for Works (RFQ)

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7.3.1 Conditions for use

- (1) The RFQ /shopping may be used for Procurement of low value simple Works and non-consulting Services, provided that the estimated cost will not exceed the amount specified in Table 1.
- (2) A decision to use Shopping/RFQ Method shall be approved in writing by the mayor or an officer authorized by him or her unless the Shopping/RFQ method was scheduled for the said object of Procurement in the Procurement Plan.
- (3) Quotations for simple Works or physical Services may be requested as -
 - (a) Ad measurement contract on unit rate prices; or
 - (b) a lump sum, if the LGU has prepared an accurate cost estimate for the Works or physical Services.

7.3.2 Documentation needed

- (1) The Shopping/RFQ Method should not require complex documentation or all the formalities of a full bidding process.
- (2) The Shopping/RFQ shall contain a clear statement concerning the requirements in respect of the low value simple Works or physical Services, such as quality, scope of physical services and their duration, terms and time of delivery or completion, and payment conditions and invoicing procedures, including special requirements.
- (3) Bidders may be required to furnish documentary evidence(s) demonstrating its eligibility by providing a registration in the Contractors nion, Tax Identification No. (TIN), VAT registration and Bank solvency certificate.
- (4) The evaluation criteria to be used shall be stated in the requests for quotations considering type of simple Works or physical Services to be procured.
- (5) Municipalities shall use the sample RFQ Document in Annex 3.
- (6) No bid securities are usually required when the RFQ Method is used unless the LGU considers its presence necessary.

7.3.3 Soliciting Quotations

- (1) The LGU shall invite quotations from contractors by letter, fax or electronic mail, indicating the date by which the quotations shall be submitted.
- (2) Requests for quotation do not need to be advertised in the press; although advertising in the Website of the LGU, MDLF and the Contractors Union, may be considered.
- (3) The LGU shall not charge any fees for the RFQ Document.
- (4) Time for invitation shall be kept minimal but reasonable, about 7-14 days.
- (5) The LGU shall carefully select the Bidders to be invited to quote for Works taking into account its requirements to be specified as well as the reputation and capability

of the Bidders.

- (6) The LGU shall request quotations from as many Bidders as practical and shall obtain and compare at least three (3) responsive quotations to establish the competitiveness of the quoted price.
- (7) The LGU should, in order to minimize the risk of not receiving satisfactory number of responsive quotations, request all potential Bidders to confirm whether or not they will be submitting a quotation in order to invite other Bidders to replace those who are not submitting a quotation.
- (8) The Procuring Entity may give reasonable amount of additional time for additional Bidders to submit quotations and proceed with the comparison of the quotations received on the expiry of the additional time, unless there is extreme urgency or there are already three (3) or more responsive quotations available.
- (9) If the LGU couldn't receive the minimum required number of quotations, it shall refer the matter to MDLF recommending either to cancel the Procurement, to advertise in the local press or to use other Procurement methods such as Direct Procurement.

7.3.4 Submission of Quotations

- (1) The Bidder should submit its offer in a sealed envelope clearly marked on the top as 'Quotation'.
- (2) The LGU shall stamp all quotations, for receipt indicating both the date and time of receipt and shall submit without opening to the chairperson of the Bid Evaluation Committee for examination and evaluation of offers received.
- (3) If the LGU has not received at least three (3) responsive quotations within the given time, it shall verify with the other Bidders to whom it sent a request for quotation whether or not they intend to submit a quotation, and if so how soon.
- (4) The LGU shall give reasonable amount of additional time for other Bidders to submit quotations and proceed with the comparison of the quotations received on the expiry of the additional time.

7.3.5 Evaluation of Quotations and Issuance of letter of award

- (1) All quotations, shall be read, recorded and compared by a Bid Evaluation Committee on the submission date deadline specified in the invitation.
- (2) The evaluation of quotations shall be a simple determination as to whether quotations meet the requirements specified in the request for quotations, following which the lowest evaluated quotation meeting those requirements is selected.
- (3) If after evaluating the quotations, the Procuring Entity found out that only two quotations were responsive and the price is within the cost estimate it may decide to award to the lowest evaluated bidder and refer the matter to the MDLF.

- (4) The Evaluation Report shall be prepared using the sample form included in Annex 1 and must demonstrate clearly that the award is based on sound economic criteria.
- (5) The winning bidder shall be notified immediately by sending him a letter of award inviting him to provide a performance security and sign a standard contract.
- (6) The awarded bidder shall confirm in writing receipt of the letter of acceptance to the LGU.
- (7) The record of Procurement shall include the list of bidders invited and the list and value of the quotations received and the Evaluation Report.

7.4 Direct contracting

- (1) Direct contracting without competition may be used only in exceptional cases. In case of using the direct contracting method, the LGU shall analyze and document, for *MDLF's no objection*, that the contract cost/price is fair and reasonable. This may be accomplished by means of a market survey, review of historical cost/price data and past performance, or review and analysis of individual cost elements. The LGU must also justify the specific reasons for using non-competitive methods. The contract file must contain both the determination of cost/price reasonableness and the justification for use of other than competition. Examples of situations warranting direct contracting are:
 - a) only one contractor has the technical capacity to fulfill the procurement needs;
 - b) natural disaster or national emergency;
 - c) projects of urgent nature;
 - d) projects in remote areas where one contractor is already doing a project of similar nature; and
 - e) Small value contracts.
- (2) A Bid security shall not be requested for Procurement under the Direct Contracting Method.

8 CONCLUDING THE PROCUREMENT PROCESS

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8.1 Contract Award

- (1) Prior to the expiry of the Bid validity period and within one (1) week of receipt of the approval of the award by MDLF, a LGU shall issue the Notification of Award (NOA) to the successful Bidder.
- (2) The Notification of Award, attaching the contract as per the sample given in the SBDs to be signed, shall state:
 - (a) the acceptance of the Bid by the LGU;
 - (b) the price at which the contract is awarded;
 - (c) the amount of the performance security and its format;
 - (d) the date and time within which the performance security shall be submitted; and
 - (e) the date and time within which the contract shall be signed.
- (3) The Notification of Award shall be accepted in writing within one (1) week and the successful Bidder shall submit a Performance Security to the LGU within (14) days from the date of acceptance of the NOA but not later than the date specified in the NOA.
- (4) If the successful Bidder does not provide his Performance Security within the period specified above, his or her Bid security shall be forfeited and the second successful Bidder shall be invited.
- (5) Bids were invited for one (1) or more items on Item-by-Item basis or on lot-by-lot basis, only one (1) Contract will be signed with each Bidder covering all items awarded to him.
- (6) The Notification of Award establishes a Contract between the LGU and the successful Bidder and the existence of a Contract is confirmed through the signature of the Contract Document that includes all agreements between the LGU and the successful Bidder.
- (7) The performance security shall be in the amount specified in the Contract conditions, issued by a bank, and denominated in the currency in which the Contract Price is payable.
- (8) Performance Security shall be valid until a date 28 days beyond the intended date of completion.
- (9) Before signing the Contract, the LGU may verify the authenticity of the performance security submitted by a Bidder by sending a written request to the branch of the bank

issuing the irrevocable bank guarantee.

- (10) The duly authorized officer of the LGU and of the successful Bidder shall sign the Contract within the period specified, in the form as specified in the Bid Document if the Performance Security submitted by the Bidder is found to be genuine.
- (11) If a performance security submitted is not found to be authentic, the LGU shall proceed to take measures against the Bidder.
- (12) If the successful Bidder fails to provide the required Performance Security or fails to sign the Contract, a LGU shall proceed to award the Contract to the next lowest evaluated Bidder, and so on, by order of ranking, provided that such action shall only be taken if the evaluated cost of the Bid is acceptable to the LGU, and when the point is reached whereby all evaluated costs of the remaining responsive Bids are significantly higher than the official estimate or budget provision or market price, the LGU may reject all bids.
- (13) After completion of evaluation and required clearances including MDLF's *no objection* to award if required, and contract signing, the LGU should inform the bidders of the results of the bid and advertise their results on the LGU's website and/or notice board .
- (14) The LGU shall ensure that all contractual obligations of the winning Contractor are met. This includes insurance securities to LGUs.
- (15) The contract, the contract will be signed by both parties (3 original copies, one for the LGU, one for MDLF, and one for the contractor).

8.2 Rejection of all Bids or Quotations

- (1) An LGU may reject all Bids or Quotations following recommendations from the Evaluation Committee only after the approval of such recommendations by the MDLF.
- (2) All Bids or Quotations can be rejected, if -
 - (a) the price of the lowest evaluated Bid or Quotation substantially exceeds the official estimate, provided the estimate is realistic; or
 - (b) there is evidence of lack of effective competition; such as non-participation by a number of potential Bidders; or
 - (c) the Bidders are unable to offer the required delivery or completion time, provided the stipulated delivery or completion time is reasonable and realistic; or
 - (d) Bids or Quotations are not responsive; or
 - (e) evidence of professional misconduct, affecting seriously the Procurement process, is established.
- (3) Bids or Quotations may not be rejected if the lowest evaluated price is in conformity with the market price.

- (4) If an LGU decides to reject all Bids or Quotations for reasons other than failure of all responsive Bidders to post-qualify, the LGU shall carefully review such reasons before a decision is taken to reject all Bids or Quotations.
- (5) A rejection of all bids and cancellation of the bidding process requires the No-objection of the MDLF.
- (6) All bidders must be notified by the *Procuring Entity* stating the reasons for cancellation of the bidding process.
- (7) If the bidding process is cancelled a new procurement process is usually conducted under different circumstances that ensure greater competition, for instance by changing the object or the terms of the procurement as stated in Paragraph 8.3.

8.3 Actions to be taken Following Rejection

- (1) The LGU after rejecting all Bids or Quotations and before inviting new Bids or Quotations shall –
 - (a) reassess the official estimate or budget or both, and
 - (b) subsequently consider making revisions to the Conditions of Contract, design and specifications, scope of Contract or a combination of these factors.
- (2) If all Bids or Quotations are rejected, then while inviting new Bids, Quotations the LGU shall ensure that –
- (3) in the case of Bids, the invitations are advertised more widely and depending upon value, internationally; and
- (4) in the case of Quotations, the LGU shall invite additional Persons, other than those who were initially invited, to submit Quotations.
- (5) In case of rejection of all Bids or Quotations, new Bids or Quotations, may be invited using revised Documents, whereby those who originally participated, if qualified, may participate or be re-invited.
- (6) In case professional misconduct is established, appropriate action shall be taken.

9 Bid Validities and Security Deposits

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9.1 Bid Validity

9.1.1 Determination of Validities

- (1) The validity period shall be determined depending on the complexity of the Bid and the time needed for its evaluation and approval and shall be normally between sixty (60) and one hundred twenty (120) days.
- (2) The Bid validity period shall be determined taking into account the time-line for the process involving examination, evaluation and approval of the Bid and issuance of Notification of Award.

9.1.2 Extension of Validity

1. An LGU may, if justified by exceptional circumstances, request in writing a Bidder to extend the validity period of its Bid before the expiration date.
2. The request for extension of Bid validity under Sub-Clause (1) shall state the new date for the expiry of Bids and all such requests for extension shall be sent to Bidders not later than 10 (ten) days before the Bid validity expiry date.

9.2 Bid Securities

- (1) To discourage the submission of frivolous Bids, a LGU may include in the Documents a condition that Bids must be accompanied by a security in form of, as preferred by the Bidder, a bank draft, pay order, or bank guarantee issued by a using the standard format attached to the Bid documents.
- (2) The amount of Bid security shall be sufficient to discourage irresponsible Bidders and shall be expressed in the Bid Documents, preferably as a rounded fixed amount and not as a precise percentage of the estimated total Contract value.

Example

If the estimated total Contract value of the Bid is \$120,000 then a Bid security of 2% would be \$2,400 and the required fixed Bid security should be set slightly lower or higher than the exact percentage, say at \$2,500 so that the Bidder is unable to determine reliably the actual estimated Contract value.

- (3) If Bids are invited for one or more items on item-by-item basis or on lot-by-lot basis,

one Bid security may be required comprising a percentage of the total value of the items or lots tendered, provided that the Bid security is submitted in a separate envelope.

- (4) The Bid security on a lot-by-lot basis can also be calculated with different percentages for each lot but the fixed amount against each lot shall be stated in the Bid Document.
- (5) A Bid security shall remain valid for at least twenty-eight (28) days beyond the expiry date of the Bid.

9.2.1 Extension of Validity and Bid Security

- (1) The Procuring Entity shall advise the Bidder of the date by which the extension to the Bid security shall be received.
- (2) Bidders consenting to extend their Bid validity periods shall also correspondingly extend the validity of their Bid securities.
- (3) In case a Bidder does not agree to extend its Bid validity period, its Bid will no longer be considered and the Bid security shall be returned to it as soon as possible.
- (4) In the case of an extension of the Bid validity period, the Bid security shall be extended by at least twenty-eight (28) days beyond the new expiry date of the Bid.

9.2.2 Verification of the Authenticity of Bid Security

- (1) The authenticity of Bid security shall be verified by the Bid Evaluation Committee by sending a written request, prior to the finalization of the Evaluation Report, to the branch of the Bank issuing the security.
- (2) If a Bid security is found to be not authentic, the Bid which it covers shall no longer be considered and, in such cases, the LGU shall inform the MDLF and arrange for taking legal action against the Bidder.

9.2.3 Forfeiture of Bid Security

A Bid security shall be forfeited if the Bidder-

- (a) Withdraws his Bid after the opening of Bids but within the validity period thereof; or
- (b) Refuses to accept a Contract award; or
- (c) Fails to furnish performance security, if so required; or
- (d) Refuses to sign the Contract; or
- (e) Does not accept the correction of the Bid amount following the correction of arithmetic errors.

9.2.4 Return of Bid Securities

- (1) Bid Opening Committees shall not return Bid securities to Bidders after the opening of Bids.

- (2) No Bid security shall be returned to Bidders before contract signing, except to those who are found non-responsive and who did not agree to extend Bid validity.
- (3) Bid securities of non-responsive Bids shall be returned immediately after the Evaluation Report has been approved.
- (4) Bid securities of responsive Bids shall be returned only after the Bidder with the lowest evaluated responsive Bid has signed the contract and submitted the performance security, but in no case later than the expiration of the validity period.

9.3 Performance Security

- (1) A performance security shall be provided by the successful Bidder in the amount specified in the BDS (5-10%).
- (2) The Procuring Entity may increase the amount of the Performance Security above the amounts, if the BEC considers the Bid unbalanced as a result of front loading.
- (3) The Performance Security shall be in the form of a Bank Guarantee.
- (4) A Performance Security shall be required to be valid until a date twenty-eight (28) days from the intended date of completion.
- (5) If the completion date is to be extended, the Performance Security shall be extended for the same period until twenty-eight (28) days from the new intended date of completion.
- (6) If retention money has not been applied, the Performance Security shall be replaced by a new security in the form of a Bank Guarantee covering (fifty percent) 50% of the amount of the performance security to cover the defect liability period.
- (7) The new Security to be provided under Sub-Clause (26) shall be calculated based on the final contract value.
- (8) Performance Security may not be requested in the case of Procurement of spare parts from the manufacturer or his sole agent.

10 Contract Administration and Management

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10.1 General

- (1) Contract administration and management shall include all administrative, financial, managerial and technical tasks to be performed by the LGU from contract award until it is successfully concluded or terminated and payment is made and disputes or claims resolved.
- (2) The LGU shall apply professional contract administration and management techniques to ascertain the proper implementation of the signed contracts in line with the agreed conditions covering delivery, payments, quality control, completion, liquidated damages and other related issues.
- (3) The LGU shall ensure that Goods, Works or Services to be procured conform to the technical requirements set forth in the Contract, and for such purpose, the LGU may establish inspection and testing facilities, form inspection teams, employ inspection personnel, enter into arrangements for the joint or co-operative use of laboratories and inspection and testing facilities, and contract with others for inspection or testing work as needed.
- (4) The LGU shall hand over the project or contract management to a capable, Project Manager to supervise the implementation.
- (5) The LGU shall make available the logistic support and staffing necessary for effective contract administration and management which may include, but not limited to, the following –
 - (a) engineering and design Services where necessary, providing design and monitoring functions for preparation and implementation of the Contract;
 - (b) financial control and payment services;
 - (c) management information systems for coordinated processing and communication of and access to relevant information by all concerned involved in Contract administration and management; and
 - (d) legal advice.
- (6) An increase in the Schedule of Requirement for Goods, Bill of Quantities for Works and scope of work for Services exceeding the permissible percentage of the initial contract price shall require either a new Procurement proceeding or justification, if appropriate, as Direct or Single Source Procurement.
- (7) The LGU shall amend the contract to reflect the changes introduced to the original terms and conditions of the contract. An amendment to contract shall generally include time extension for the Intended Completion Date. The LGU shall follow up

on liability payments specified in the SCC for which the supplier or contractor shall be liable for payment of an agreed sum for delay in the performance due under the contract such as -

- (a) the agreed sum to be paid per time-unit of delay;
 - (b) the maximum amount due under the liquidated damages or incentive bonuses;
 - (c) that the supplier or contractor is not relieved of its liability for performance of the contract by virtue of payment under the liquidated damages or incentive bonuses.
- (8) The LGU shall provide the Documents, Reports, and other information required by the concerned Persons for the purposes of monitoring Contract Administration and Management.

10.2 Works Contract Administration and Management

10.2.1 Project management and Work Program

- (1) For the purpose of controlling time, cost and quality, the Project Manager shall - follow up the Work Program and ensure that within the time stated in the contract
- (a) the Contractor submits to the Project Manager for approval a Program showing the general methods, arrangements, order, and timing for all the activities in the Works;
 - (b) the Contractor submits to the Project Manager for approval an updated Program at intervals no longer than the period stated in the contract conditions;
 - (c) the Contractor provides the Project Manager with an updated cash flow forecast when the Program is updated.
- (2) The main elements of contract administration and management may include –
- (a) review and approval of the work plan;
 - (b) monitoring progress in implementation of the contract, including determination of extent of performance accomplished periodically according to the work plan, and inspection and testing of quality aspects;
 - (c) management of Variation Orders, Contract suspension and termination, price revisions, Application of Contract remedies such as imposition of liquidated damages, delayed payments, and disputes or claims settlement procedures;
 - (d) management of financial aspects of Contract implementation, including payments, budgetary and cost accounting aspects;
 - (e) organization and management of documentation related to contract implementation, and preparing periodic reports on the implementation of Contract; and
 - (f) Preparation of monthly reports which will be forwarded to the MDLF no later than 15 days starting the beginning of the next new month. Such a report shall include: progress of the work against the original working schedule, technical and managerial constraints facing the project and the solutions adopted to overcome these constraints, Contractor performance, and payments made to the Contractor.

- (3) Project management may require a review of the design in addition to the supervision of construction from inception to completion and handing over for the purpose of controlling time, cost and quality as well as abiding to contractual obligations.
- (4) The Project Manager may withhold the amount stated in the contract from the payment certificates until the Program has been submitted.

10.2.2 Completion date and work defects

- (1) The LGU may extend the Intended Completion Date up to twenty percent (20%) of the original Contract time, if a Compensation Event occurs or a Variation Order is issued which makes it impossible to complete the Works by the Intended Completion Date without the Contractor incurring additional cost.
- (2) The LGU shall decide whether and by how much to extend the Intended Completion Date within twenty-one (21) days of the Contractor asking the Project Manager for an extension.
- (3) The Project Manager shall check the Contractor's work and notify the Contractor of any **Work Defects** that are found without relieving the Contractor of his contractual responsibilities concerning the quality of the Works.
- (4) The Project Manager may instruct the Contractor to search for a Defect and to uncover and test any work that the Project Manager considers may have a Defect.
- (5) The Project Manager shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins at Completion, and is defined in the Contract; the Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- (6) If the Contractor has not corrected a Defect within the time specified in the Project Manager's notice, the Project Manager shall assess the cost of having the Defect corrected, and the Contractor shall pay this amount.

10.2.3 Advance payment

- (1) The Project Manager shall authorize the **Advance Payment**, if any, to the Contractor for the amounts and by the date specified, where applicable, against a Bank Guarantee.
- (2) The Contractor shall use the advance payment only to pay for Equipment, Plant, Materials and mobilization expenses required specifically for execution of the Contract and shall demonstrate that the advance payment has been used in this way by supplying copies of invoices or other Documents to the Project Manager.
- (3) The Advance Payment shall be repaid by deducting proportionate amounts from payments otherwise due to the Contractor, following the schedule of completed percentages of the Works on actual basis.
- (4) The Guarantee for the Advance Payment shall remain effective until the advance payment has been repaid, but the amount of the Guarantee shall be progressively

reduced by the amounts repaid by the Contractor and no interest shall be charged on the advance payment.

10.2.4 Payments

- (1) The **basis for payment** shall be the Bill of Quantities which is used to calculate the Contract Price and payment shall be done as follows:
 - i) The Contractor shall submit to the Project Manager monthly statements of the estimated value of the work executed less the cumulative amount certified previously;
 - ii) The Project Manager shall check the Contractor's monthly statement and certify the amount to be paid to the Contractor;
 - iii) The value of work executed shall be determined by the Project Manager and shall comprise the value of the items completed as per the rates in the Bill of Quantities;
 - iv) The Project Manager may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.
- (2) **Variation Orders** shall be prepared following the provisions of section 11.
- (3) The value of work executed shall include the valuation of approved Variations and Compensation Events.
- (4) If the final quantity of the work done for any particular item differs from the quantity in the Bill of Quantities by more than twenty-five percent (25%), the Project Manager shall adjust the unit rate for the particular item to allow for the change within the context and limits of the Variation Order, provided that the change in each case exceeds one percent (1%) of the Initial Contract Price.
- (5) **Payments shall be adjusted**, where applicable, for deductions for advance payments and retention.
- (6) The LGU or MDLF shall pay the Contractor the amounts certified by the Project Manager within twenty-eight (28) days of the date of each certificate.
- (7) Unless otherwise stated, all payments and deductions shall be paid or charged in the proportions of currencies comprising the Contract Price.
- (8) Quantified items of the BOQ for which no rate or price has been quoted shall be deemed covered by other rates and prices in the Contract.
- (9) No account shall be taken of the advance payment or its repayment in assessing valuations of work done, Variations, price adjustments, Compensation Events or Liquidated Damages.

10.2.5 Compensation events and liquidated damages

- (1) The compensation events shall follow the provisions detailed in

the GCC and SCC.

- (2) The Contractor shall be liable to pay liquidated damages at the rate per day or week stated in the contract for each day that the Completion Date is later than the originally intended or extended Completion Date provided that the total amount of liquidated damages shall not exceed the amount defined in the contract.
- (3) The LGU shall deduct liquidated damages from payments due to the Contractor; Payment of liquidated damages shall not affect the Contractor's liabilities.

10.2.6 Project completion

- (1) The Project Manager shall certify the **Final Payment** requested by the Contractor, within fifty-six (56) days of receiving the Contractor's account if it is correct and complete, if it is correct and the works are complete provided that, If it is not, the Project Manager shall issue a **Defects Liability Schedule** within fifty-six (56) days from the Contractor's request for Final Payment, which states the scope of the corrections or additions that are necessary.
- (2) If the corrections or additions required by the Project Manager have been completed, the Project Manager shall issue a **Defects Correction Certificate**.
- (3) If the Final Account of Works is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a payment certificate.
- (4) If "as built" Drawings or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the contract.
- (5) If the Contractor does not supply the Drawings and manuals by the dates stated in the contract, or they do not receive the Project Manager's approval, the Project Manager shall withhold the amount stated in the contract from payments due to the Contractor.
- (6) A **Certificate of Completion** of the Works shall be issued by the LGU. The LGU shall invite the MDLF officer to visit the site and ensure that the project is completed and the certificate could be issued. The MDLF officer, if agreed, will co-sign the certificate as a witness.
- (7) The LGU shall **take over** the Site and the Works Within seven (7) days of the Project Manager's issuing a certificate of Completion.
- (8) The Contractor shall supply the Project Manager with a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period.
- (9) Within thirty days starting the day the LGU issues the takeover certificate, the LGU shall prepare and submit the project final report to the MDLF officer. Such a report will include and verify that all of the following has been done:
 - a) Contract price and Bill of Quantities (BOQ) in comparison to actual cost and final BOQ;
 - b) Approved variation orders;

- c) Actual time schedule vs. contract time schedule;
- d) Approved time extension;
- e) Actual dates of payments to the contractor;
- f) Documentation for all quality control measures such as laboratory tests; and
- g) Special problems encountered during the implementation of the project
- h) When requested, Approved as built drawings and operation and maintenance manual.

(10) The LGU shall be responsible of keeping the project records for internal and external audit for a period of at least 5 years.

10.3 Administration of Goods Contracts

In addition to the points under section 10.1, the Project Manager shall:-

- a) check compliance with the technical specifications and arrange for inspection of quality and quantity;
- b) check the compliance with delivery schedule and conditions and handle delays. the LGU may engage an external agent for the purposes of conducting pre-shipment inspection of Goods;
- c) authorize timely payments following the contract terms and irrevocable letter of credits;
- d) check maintenance guarantee and after sales services and warranty obligations;
- e) follow the application of the terms specified in the GCC and SCC.

Variation Orders

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11.1 Issuance of Variation or Extra Work Orders

- (1) The LGU may issue a Variation Order for Procurement of Works, physical Services from the original Contractor to cover any increase or decrease in quantities, including the introduction of new work items that are either due to change of plans, design or alignment to suit actual field conditions, within the general scope and physical boundaries of a project.
- (2) The LGU may issue an Extra Work Order to cover the introduction of new work necessary for the completion, improvement or protection of the project which were not included as items of work in the original contract, such as, where there are subsurface or latent physical conditions at the site differing materially from those indicated in the contract, or where there are duly unknown physical conditions at the site of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work or character provided for in the Contract.
- (3) An increase in the actual quantities of works implemented according to the plans shall not be deemed as changes and there is no need to issue a variation order; the increase in quantities shall be dealt with in accordance with the terms of the contract;
- (4) If any amendments, additions or changes are required during implementation, the contract award decision remains in force, the party that assumes supervision of the tender implementation must first submit a technical report to the competent party stating the reasons for performing the additional works, the extent of need for such works and their effect on the value of the contract;
- (5) It is inadmissible to change the location of implementation of works, procurements, installation, operation and consultative services and other services specified in the bidding document for which the bidding process started and all proceedings were finalized;
- (6) As an exception to paragraph (5) above, the location of implementation may be changed in case of utmost necessity and in the presence of strong reasons, to be decided by the procuring entity and the approval of the contractor, on condition that this change does not entail any additional financial commitment.
- (7) Any cumulative Variation or Extra Work Order, beyond the amount specified, shall be subject of another contract to be tendered out if the Works are separable from the original contract.

11.2 Preparation of a Variation or an Extra Work Order

- (1) In claiming for any Variation or Extra Work Order, the Contractor shall deliver a written notice within seven (7) calendar days of being aware of the need for the Variation Order, giving full and detailed particulars of any extra cost in order that it may be investigated at that time and failure to provide such notice shall constitute a waiver by the Contractor for any claim.
- (2) The preparation and submission of Variation or Extra Work Order shall be as follows:
 - a) If the Project Manager deems it necessary that a Variation or Extra Work Order should be issued, he or she shall prepare the proposed order accompanied with the notices submitted by the Contractor, the necessary plans, his computations as to the quantities of the additional Works involved per item indicating the specific locations where such Works are needed, the date of his or her inspections and investigations thereon, and the log book thereof, and a detailed estimate of the unit cost of such items of work, together with his justifications for the need of such Variation or Extra Work Order, and shall submit the same to the MDLF.
 - b) The MDLF shall approve the Variation or Extra Work Order, after review and satisfaction with the justification, plans, quantities, and proposed unit cost of the new items of work involved if the Variation is within limit specified above, or shall arrange to obtain approval from the next higher authority;
 - c) The timeframe for the processing of Variation and Extra Work Orders from the preparation up to the approval by the LGU concerned shall not exceed thirty (30) days from its preparation to approval.

11.3 Costing of Variation or Extra Work

- (1) The Contractor shall be paid for additional work items as follows –
 - (a) for additional or extra Works duly covered by Extra Work Order involving work items which are exactly the same or similar to those in the original contract, the applicable unit price of work items in the original contract shall be used;
 - (b) for new items that are not in the original Contract, the unit prices of the new work items shall be based on:
 - (i) the direct unit costs used in the original Contract for other items (e.g. unit cost of cement, steel rebar, formwork, labour rate, equipment rental, etc) as indicated in the Contractor's price breakdown of the cost estimate, if available; or
 - (ii) fixed prices acceptable to both, the LGU and the Contractor, based on market prices;
 - (iii) the direct cost of the new work item based on (i) and (ii) above shall then be combined with the mark-up factor (i.e. taxes, overheads and profit) used by the Contractor in his Bid to determine the unit price of the new work item.
- (2) Request for Payment by the Contractor for any extra work shall be accompanied by a statement, with the approved supporting forms, giving a detailed accounting and record of amount for which it claims payment and such request for payment

shall be included with the Contractor's statement for a progress payment.

- (3) Under no circumstances shall a Contractor proceed to commence work under any Variation or Extra Work Order unless it has been approved by the MDLF.
- (4) If the contract modification leads to an increase of 5% of the contract value or \$25,000 or more, the contractor shall provide the procuring entity with a performance security for the variation order according to the ratios stated in the contract.
- (5) The head of the Procuring Entity, in exceptions to the preceding clause and subject to the availability of funds, authorize the immediate start of work under any Variation or Extra Work Order under any or all of the following conditions –
 - a) in the event of an emergency where the carrying out of the work is required urgently to avoid causing damage to public services, or damage to life or property or to both; or
 - b) when time is of the essence provided that,
 - (i) the cumulative increase in value of work on the project which has not yet been duly approved does not exceed the ten percent (10%) of the adjusted original Contract price;
 - (ii) immediately after the start of work, the corresponding Variation Order or Extra Work Order shall be prepared and submitted for approval of the MDLF.
- (6) Payments for Works satisfactorily accomplished on any Variation or Extra Work Order may be made only after approval of the same by the appropriate authority.
- (7) For a Variation or Extra order involving a cumulative amount does not exceed ten percent (10%) of the adjusted original Contract price, no work thereon may be commenced unless said Variation or Extra Work Order has been approved by the appropriate authority.

12 COMPLAINTS AND APPEALS

- 12.1 RIGHT TO COMPLAIN
- 12.2 FILING A PROCUREMENT COMPLAINT
- 12.3 GENERAL REQUIREMENTS FOR PROCUREMENT RELATED COMPLAINTS
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- 12.5 ROLES AND RESPONSIBILITIES OF THE PROCURING ENTITY
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- 12.9 STANDSTILL PERIOD
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- 12.11 COMPLAINTS WHERE THE CONTRACT IS SUBJECT TO PRIOR REVIEW
- 12.12 CONCLUSION OF THE STANDSTILL PERIOD AND CONTRACT AWARD
- 12.13 CONTRACT AWARD NOTICE

12.1 Right to Complain

(1) Circumstances in which a formal complaint may be lodged against a Procuring Entity, MDLF or LGU, are outlined below and are by no means exhausting all possibilities -

- (a) in the case of NCB and Request for Quotations Method-
 - (i) advertisement procedures not properly adhered to;
 - (ii) bid Documents not ready when the advertisement was published by the Procuring Entity or not available when requested by a potential Person, where applicable;
 - (iii) failure to respond promptly to a request for clarification from a potential Bidder;
 - (iv) technical specification that can be met by only one or a small number of manufacturers;
 - (v) failure to hold an advertised pre-bid meeting or to properly notify potential Persons of a change in the date, location, time, etc. that resulted in some potential Persons failing to attend the meeting, where applicable;
 - (vi) failure to hold the Bid opening as stated in the Invitation for Bids or improper conduct at the Bid opening, where applicable;
 - (vii) mishandling of Bids received from Persons resulting in the early opening of one or more Bids that produces either a loss of confidentiality of the Bid or an actual failure to open a Bid at a public opening;
 - (viii) failure to open all Bids which were received prior to the deadline for the submission of Bids;
 - (ix) failure by the BEC to evaluate the Bids in compliance with the evaluation criteria stated in the Bid Documents;
 - (x) any attempt by the Procuring Entity to 'negotiate' with the successful Bidder;
 - (xi) perceived unfair or erroneous award of Contract; and
 - (xii) possible corrupt or collusive or similar practices.
- (b) in the case of Requests for Proposals:
 - (i) failure on the part of the Procuring Entity to maintain confidentiality

- following the opening of the envelopes containing the technical Proposals;
- (ii) opening of the financial Proposals at the same time as the opening of the technical Proposals;
 - (iii) failure to evaluate the Proposals in accordance with the evaluation criteria set out in the RFP;
 - (iv) attempt by the Procuring Entity to force an Applicant to revise fee rates during the negotiation of the Contract where price is a factor in the evaluation;
 - (v) perceived unfair award of Contract; and
 - (vi) possible corrupt or collusive practices.

12.2 Filing a Procurement Complaint

The procedure for filing a procurement complaint is determined by the market approached as below:

1. Procurement approaching the local market:

Filing a procurement complaint shall follow the procedures outlined in the Public Procurement Law (PPL) No.8 enacted in 2014 article No. (56) and in the PA Public Procurement Regulations.

2. Procurement approaching the international market:

Filing a procurement complaint shall follow the procedures outlined in Annex III to the WB Procurement Regulations for IPF Borrowers Fourth Edition November 2020.

12.3 General requirements for Procurement-related Complaints

- 1) Complaints should be submitted by 'interested parties.' An interested party for this purpose means an actual Bidder/Proposer/Consultant seeking to obtain the contract at issue (including an Applicant for Prequalification/Initial Selection, if the complaint challenges the Applicant's disqualification). Potential Applicants/Bidders/Proposers/Consultants are also interested parties in relation to complaints challenging the Prequalification/Initial Selection document, request for bids/request for proposals document, or any other document of the Procuring entity requesting bids/Proposals or Applications.
- 2) Complaints shall be submitted to the Procuring Entity in a timely manner.
- 3) The content of a Complaint is subject to the following requirements. Complaints shall be submitted In Writing to the Procuring Entity and shall identify the name, contact details, and address of the complainant. In addition, the Complaint shall:
 - a) generally, identify the complainant's interest in the procurement as defined under paragraph 12.3.1 of this Manual;
 - b) identify the specific project, the procurement reference number, the current stage of the procurement process, and any other relevant information;

- c) specify any previous communication between the complainant and the Procuring Entity on the matters addressed in the complaint;
 - d) specify the nature of complaint, and the perceived adverse impact on them; and
 - e) state the alleged inconsistency with or violation of the applicable procurement rules.
- (4) The Procuring Entity shall give prompt and fair consideration to each Complaint that meets the requirements of the above provisions, and is submitted within the timelines set forth in the PA Public Procurement Regulation when approaching the local market, and in Annex III of the World Bank Procurement Regulations fourth Edition November 2020 when approaching the international market.
- (5) Complaints that do not meet the requirements of paragraphs 1 to 3 above of this section should be addressed within a reasonable time. If such Complaints relate to contracts subject to prior review by the FP, MDLF shall share the complaints with the interested FP in order to determine an appropriate course of action.

12.4 Resolution of Complaints

In resolving a Complaint, the PE should ensure a timely and meaningful review of the Complaint, including all relevant documentations and facts and circumstances related to it. The PE shall provide sufficient information in its response to the complainant, while maintaining the confidentiality of information. A response to a Complaint should, as a minimum include the following elements:

- a. Statement of Issues:** Specify the issues raised by the complainant that need to be addressed;
- b. Facts and Evidence:** Specify the facts and evidence that in the Borrower's view, are relevant to the resolution of the Complaint. These facts and evidence should be presented as a narrative, organized around the issues.
- c. Decision and reference to the basis for the decision:** State the decision that has been made following the review. Also, include reference to the basis for the decision e.g., Procurement Regulations, SPD/SBDs for the contract in question, etc. The response should be as precise as possible in referring to the specific decision basis.
- d. Analysis:** Provide an explanation why the basis for the decision applied to the facts/issues raised by the Complaint necessitates this decision. The analysis may be short as long as it is clear and identifies each question that has to be answered in order to arrive at an outcome; and
- e. Conclusion:** State clearly the resolution of the Complaint and describe the next steps to be taken.

12.5 Roles and Responsibilities of the Procuring Entity

The PE's roles and responsibilities with respect to Complaints include the following:

- a. Provide timely and sufficient information to Bidders/Proposers/Consultants, including through the Notification of Intention to Award and debriefing, so that Bidders/Proposers/Consultants can both understand the basis for the Borrower's decision and make an informed decision on whether to lodge a Complaint challenging that decision;
- b. Promptly acknowledge Complaints received;
- c. Resolve Complaints promptly and fairly;
- d. Preserve the confidentiality and proprietary information of other Applicants/ Bidders/Proposers/Consultants, including commercial and financial information and trade secrets as requested by the Bidders/Proposers/Consultants in their Bids/Proposals;
- e. Maintain complete records of all debriefings and Complaints and their resolution;
- f. For contracts subject to prior review, inform the FP promptly of any Complaint submitted and provide the FP a copy of all relevant documents and information; and
- g. For contracts subject to prior review, consult with the FP promptly and forthrightly throughout the Complaint review and resolution process.

12.6 Roles and Responsibilities of the Bidders/ proposers/ Consultants

The Bidder's/Consultant's roles and responsibilities with respect to Complaints include the following:

- a. Comply with the requirements of paragraph 12.3.3 of this manual regarding the content of the Complaint, and time limits set forth;
- b. Be familiar with the provisions of the prequalification/initial selection document, request for bids/request for proposals document or other document, so as to understand the rules governing the procurement process;
- c. Timely request for debriefing, if one is desired;
- d. Submit any Complaint within the permitted timeframe and to the entity/official designated for that purpose in the prequalification/initial selection/request for bids/ request for proposals document; and
- e. Ensure that any Complaint submitted is as specific as possible in explaining the Bidder's/Proposer's/Consultant's issues or concerns, and the alleged violation of the applicable procurement rules.

12.7 Roles and Responsibilities of the Funding Partners (FPs)

The FP's roles and responsibilities with respect to Complaints include the following:

- a. Ensure that any Complaint addressed to the FP is forwarded promptly to MDLF for review and resolution.
- b. In the case of prior review contracts, timely consider any action proposed by MDLF, including, but not limited to, with respect to the conduct and content of a debriefing, the denial of a complaint; or the taking of action to correct the impropriety identified in the Complaint; and
- c. Except for acknowledging receipt of a Complaint, not to discuss or communicate with any Applicant/Bidder/Proposer/Consultant during the evaluation and review process, until the publication of Public Notice of Award.

12.8 Suspension of Notification of Award

The Procuring Entity shall not proceed with the next stage/phase of the procurement process, including the contract award, until it has properly addressed any received Complaint.

- (1) Upon receipt of a complaint, the PE shall promptly acknowledge the receipt of the complaint and address the complaint. The PE shall inform the Bidder/Proposer/Consultant of the action it has taken thereby preventing the proceeding of awarding the contract under review until a decision is issued.
- (2) When a complaint is being considered at any level, the Bid evaluation and approval process will continue, but Notification of Award shall not be issued until a final decision on the complaint has been received or the Bidder/Proposer/Consultant does not pursue the complaint at higher administrative levels or at the Dispute Review Unit (DRU) at HCPMP.
- (3) The suspension of Notification of Award (NOA) shall not apply if a Procuring Entity certifies that public interest considerations require the Procurement to proceed and, in such cases, the LGU shall certify to this effect having obtained the approval of MDLF.
- (4) The certification, which shall state the grounds for the finding that such considerations exist, and which shall be made a part of the record of the Procurement proceedings, is conclusive with respect to all levels of complaint except judicial review.

12.9 Standstill Period

- (1) To give Bidders/Proposers/Consultants time to examine the Notification of Intention to Award and to assess whether it is appropriate to submit a complaint, a Standstill Period shall apply, except in the situations described in section 12.9 Paragraph 3.
- (2) Transmission of the Procuring Entity's Notification of Intention to Award, begins the Standstill Period. The Standstill Period shall last ten (10) Business Days after such transmission date, unless otherwise extended in

accordance with section 12.10 Paragraph 2. The contract shall not be awarded either before or during the Standstill Period.

- (3) Notwithstanding Paragraph (1) there shall not be a requirement for a Standstill Period in the following situations:
- a. only one Bid/Proposal was submitted in an open competitive process;
 - b. direct selection;
 - c. call-off process among firms holding FAs; and
 - d. Emergency Situations recognized by MDLF.
- (4) For national procurement, the timeframe for the Standstill Period will be in accordance to the Public Procurement Law.

12.10 Debriefing by the Procuring Entity

- (1) An unsuccessful Bidder/Proposer/Consultant has three (3) Business Days to make a written request to the Procuring Entity for a debriefing. The Procuring Entity shall provide a debriefing to all unsuccessful Bidders/Proposers/ Consultants whose request is received within this deadline.
- (2) Where a request for debriefing is received within the deadline, the Procuring Entity is required to provide a debriefing within five (5) Business Days, unless the Procuring Entity decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the Standstill Period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the Standstill Period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Procuring Entity shall promptly inform, by the quickest means available, all Bidders/Proposers/Consultants of the extended Standstill Period.
- (3) For contracts subject to prior review, the Procuring Entity shall simultaneously send the information on the extended Standstill Period to the interested funding partner.
- (4) Where a request for debriefing is received by the Procuring Entity later than the three (3) Business Day deadline, the Procuring Entity should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Contract Award Notice. Requests for debriefing received outside the three (3) Business Day deadline shall not lead to an extension of the Standstill Period.
- (5) Debriefings of unsuccessful Bidders/Proposers/Consultants may be done In Writing or verbally. The Procuring Entity shall not impose undue formal requirements that would restrict the Bidder's/ Proposer's/Consultant's ability to receive a timely and meaningful debriefing. The Bidder/

Proposer/Consultant shall bear their own costs of attending a debriefing meeting.

- (6) As a minimum, the debriefing shall repeat the information contained in the Notification of Intention to Award, and respond to any related question(s) from the unsuccessful Bidder/Proposer/Consultant. The debriefing shall not include:
- a. point-by-point comparisons with another Bidder's/Proposer's/Consultant's Bid/Proposal; and
 - b. information that is confidential or commercially sensitive to other Bidders/Proposers/Consultants.
- (7) A written summary of each debriefing shall be included in the official procurement records, and copied to the interested Funding Partner for contracts subject to prior review.

12.11 Complaints where the contract is subject to prior review

- (1) For contracts subject to prior review, the MDLF shall promptly inform the interested Funding Partner of any Complaints received, and shall provide for the Donor's review all relevant information and documentation, including a draft response to the complainant once this is available.
- (2) If the MDLF's review of the Complaint results in:
- a. a modification of the prequalification/initial selection, request for bids/request for proposals, or other document;
 - b. the MDLF's changing its decision to exclude an Applicant/Bidder/Proposer/Consultant;
 - c. the MDLF's changing its contract award recommendation;
 - d. the MDLF shall, upon confirmation by the Bank of the satisfactory resolution of the Complaint;
 - e. issue an addendum, and if necessary, extend the Application/Bid/Proposal submission deadline; or
 - f. promptly transmit to the interested Donor a revised evaluation report.
- (3) The MDLF shall not proceed with the next stage/phase of the procurement process, including with awarding a contract without receiving from the interested Donor confirmation of satisfactory resolution of Complaint(s).
- (4) for Complaints challenging the prequalification/initial selection/request for bids/request for proposals or other such document, or challenging exclusion prior to award, the Procuring Entity should consult with the Funding Partner about which, if any, steps in the procurement process may appropriately go forward while the Complaint is being considered.

12.12 Conclusion of the Standstill Period and Contract Award

- 1) At the end of the Standstill Period, if the Procuring Entity has not received any complaint from an unsuccessful Bidder/Proposer/Consultant, the Procuring Entity shall proceed to award the contract in accordance with its decision to award, as previously communicated through the Notification of Intention to Award.
- 2) For contracts subject to prior review, when no complaints are received by the Procuring Entity within the Standstill Period, the Procuring Entity shall proceed to award the contract in accordance with the award recommendation that had previously received the Donor's no-objection. The MDLF shall inform the interested Donor within three (3) Business Days of such award.
- 3) The Procuring Entity shall transmit the notification of award to the successful Bidder/Proposer/Consultant, or in the case of a FA, notification to conclude the FA with the selected Bidders/Proposers/Consultants, along with other documents as specified in the request for bids/request for proposals document for the contract.
- 4) If the Procuring Entity does receive a complaint from an unsuccessful Bidder/Proposer/Consultant within the Standstill Period, the Procuring Entity shall not proceed with the contract award (or conclusion of a FA), until the complaint has been addressed, as set forth in this Manual.
- 5) For contracts subject to prior review, the MDLF shall not proceed with contract award without receiving the FP's confirmation of satisfactory resolution of complaint.

12.13 Contract Award Notice

- 1) For all contracts, whether subject to prior review or post review, MDLF/LGU shall publish a public notice of award of contract (Contract Award Notice) within 10 (ten) Business Days from the Procuring Entity's Notification of Contract Award to the successful Bidder/Proposer/Consultant.
- 2) The Contract Award Notice shall include, at a minimum, the following information as relevant and applicable for each selection method:
 - a. Name and address of the Procuring Entity
 - b. name and reference number of the contract being awarded, and the selection method used;
 - c. names of all Bidders/Proposers/Consultants that submitted Bids/Proposals, and their Bid/Proposal prices as read out at Bid/Proposal opening, and as evaluated;
 - d. names of all Bidders/Proposers/Consultants whose Bids/Proposals were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefore; and
 - e. the name of the successful Bidder/Proposer/Consultant, the final total contract price, the contract duration and a summary of its scope.

- 3) The Contract Award Notice shall be published on the Procuring Entity's website with free access and on the Single Procurement Portal (SPP). In the case of international competitive procurement, the Contract Award Notice shall also be published by MDLF in UNDB online. For contracts subject to prior review, the Funding Partner will arrange the publication on its external website upon receipt from the MDLF of a conforming copy of the signed contract.

13 MAINTAINING RECORDS OF PROCUREMENT

- (1) To assist in carrying out its Procurement monitoring responsibilities and make it possible for meaningful Procurement Post Reviews and Audits to take place, procuring Entities shall maintain records and Documents regarding their Procurement activities for a minimum period of five (5) years.
- (2) The Procurement activity record shall be maintained from the beginning of procurement up to the completion of contractual liabilities.
- (3) The records of Procurement of Goods, Works, Consulting and Non Consulting Services made through each contract shall be maintained separately.
- (4) In case of more than one contract falling under a particular package, the files or records shall be systematically maintained on each contract basis and arranged or grouped together on the basis of each package. For example, if one package of goods consists of 3 lots and for each lot a separate contract has been concluded, then there should be three files for 3 contracts and papers relating to each contract shall be maintained in the relevant contract files. All the three contract files relating to the particular package shall be maintained together as a group or package. If in a goods package, say package no G1 there are 3 contracts then the contract files shall indicate as G1: Contract - 1 (3), G1: Contract 2 (3), G1: Contract 3 (3). All the 3 contracts shall be serially maintained under one package. The file number may include ---/---/Procurement/ G1: Cont-1 (3)/2009-11. The indicated years are the file opening and closing years.
- (5) The file should be opened indicating the year when it is opened and the year when it should be closed. In other words it should include year of commencement and year of completion of contractual obligations.
- (6) A particular Contract file may have more than one part file. Part file shall be indicated in the file number as part-1, part-2 say for example: ----/-----/G1: Cont.1 (3) part-1/2009 -11.
- (7) The checklist of records format shall be placed at the top of every file whether it is a part file or not. The format of the checklist should be filled in stating the records maintained in a particular file. Where part file is opened, some of the columns of the checklist of records will remain blank concerning the records not maintained in a particular part file.
- (8) The concerned Procurement officer should indicate in writing in the format in which part file or main file the records appearing blank are available.
- (9) The pages of the file shall be numbered serially. The entire file should be preserved in a manner so that no page should miss. The pages in the file should be bounded if possible.
- (10) The attached format and the records mentioned therein shall be placed as part of the records on top of the papers of each file.
- (11) The file shall be given a number and maintained systematically so that it can be located immediately whenever required
- (12) The file shall have a title page. The title shall mention the project name object of Procurement package number etc. An example of a title page of a file is attached.

File no :/...../ G1: Cont. 1(3) Part 1/2009-11

Date of opening : 2009

Date of closing : 2011

Subject : Procurement of Goods

Package no : G1

Contract no : G1: Cont.(1)(3)

Advertisement Nodate.....

Specify object of Procurement and quantity

Records and Documents to be maintained

Description (object
of Procurement) :
Package No. :
Contract No. :

SI No.	Minimum Records and documents to the maintained	State briefly where appropriate or state yes or no Refer: col-2.	Reference of file page no/part file no Refer; Col-3	Date (where possible)
1	2	3	4	5
01	Brief description of Goods / Works and physical Services, intellectual and professional Services.			
02	Method of Procurement used (State if ICB, NCB, Direct Procurement Method, Request for Quotations Method etc), Force Account			
03	Justification for choosing a method other than open Bidding with the level of approval obtained (State method adopted/authority approving the method or sub-method)			
04	An invitation for pre-selection, if any			
05	Copies of the published advertisements for pre-selection, if any			
06	A copy of EOI or other solicitation documents			
07	Records of selection of short listed Applicants.			
08	Invitation for Bids/Letter of Invitation with copy of Advertisement notice in newspapers, if any			
09	Documents regarding sale of bid			
10	Clarification issued, if any, and to whom addressed			
11	Addendum issued			
12	Names and addresses of the Bidders/ Consultants that submitted Bids/ quotations/proposals			
13	List of persons present during bid opening, date and place of opening			
14	Minutes of the Bid opening			
15	Bid, Quotation or Proposal/ documents submitted by each Bidder/Consultant			
16	Evaluation criteria stipulated and applied			
17	Report on Bid, Proposal or Quotation evaluation including comparison sheet			
18	Records of approval of the BEC/PEC recommendations.			
19	Name and address of the Bidder to whom the contract was awarded			
20	Notification of Award			
21	The amount of contract price			

SI No.	Minimum Records and documents to the maintained	State briefly where appropriate or state yes or no Refer: col-2.	Reference of file page no/part file no Refer; Col-3	Date (where possible)
22	Contract documents			
23	Copy of performance guarantee document with date and no.			
24	Delivery/acceptance documents/reports for goods			
25	Completion report of Works and Services Number of lots delivered/ assignments completed			
26	Location of delivery of goods/completion of Works			
27	Information on any decision to suspend or cancel proceedings after initiation			
28	Documents in respect of any complaints to administrative authority with decision of the appropriate authority/Secretary			
29	Appeal to Review Panel Appeal petition to Review Panel			
30	Payment of registration fee for appeal.			
31	Constitution of Review Panel by the MDLF			
32	Decision of the Review Panel with report			
33	Compliance of the decision of the Review Panel, if any			
34	Records of payment against bills/invoices			
35	Bill of quantities for Works/measurement book submitted			
36	Bill passing orders			
37	Bill payment records			
38	Mode of payment : cheque, cash etc.			
39	Acknowledgement of receipt of payment by Bidder/Consultant			
40	All correspondences with Bidders (Important correspondences)			
41	Received Complaints and decisions made			

14 APPENDIX 1

14.1 Procurement Plan (To be prepared by MDLF)

This part identifies the packages for Goods, Works, Consulting and Non-Consulting Services that are required. It identifies each Procurement package, giving it a unique code and considers the expected cost of the package, as well as the anticipated dates when the Procurement package will be supplied. This Table may be used in MIS which could be used later for monitoring. The procurement plan shall be published on the SPP.

A separate Schedule, completed as shown below, should be provided for Goods, Works and Services.

Col No	Activity	Note
1	Package Number	In ascending numerical order. (e.g. GD1, GD2, GD3; WD1, WD2, WD3; or SD1, SD2, SD3 etc)
2	Description of Procurement Package	Brief description of the Procurement package, expressed in quantifiable terms.
3	Unit	The unit of supply. (e.g. 1, set, sqm, lump sum)
4	Quantity	The quantity of the unit required (e.g. 1,2,3 etc; or 1,500 etc)
5	Procurement Method & Type	Procurement Method (e.g. ICB, NCB, RFQ etc.)
6	Prior/post review	State here the approving authority that gave approval to the Bid / Proposal Evaluation Report.
7	Source of Funds	Source of Funds (IDA, KFW, AFD ,EU etc)
8	Estimated cost	Express the anticipated cost
9	Advertise (services)	Advertise Expression of Interest
10	Invitation for Bid For Goods	State the anticipated date when the Advertisement will be placed and when the Bid Document will be ready for issue.
10	For Works	
10	Issue RFP For Services	For Services this is the issue date of the RFP
11	Opening of Bid (Goods & Works)	State the anticipated date when the Contract will be signed
	Opening of Technical Proposal (Services)	
12	Evaluation of Bid (Goods & Works)	The date for each activity will automatically be calculated and appear in the "Planned Dates" box
12	Evaluation of Technical Proposal (Services)	
13	Approval of Award (Goods & Works)	Anticipate the time of approval from the Approving Authority
13	Financial Proposal Opening & Evaluation (Services)	

14	Notification of Award (Goods & Works)	Now determine the number of days needed for the NOA
14	Negotiation (Services)	Now determine the number of days needed for Negotiations
15	Signing of Contract (Goods & Works)	Now determine the number of days it is expected that each activity will take place and enter the time for that activity in the relevant "Planned Days" box. Use the Public Procurement Processing & Approval Procedures (PPPAP) to determine the minimum dates applicable to each Procurement package method.
15	Approval (Services)	
16	Time for Completion of Contract (Goods, Works and Services)	<u>Planned Dates & Planned Days</u> For each Procurement package, consider the Date on which the Goods, Works or Services are required to be completed and enter the date in Planned Dates.

14.2 PROCUREMENT PLAN (TO BE PREPARED BY THE LGU)

Time bound Procurement assists a Procuring Entity to effectively plan its Procurement requirements and is an important and useful tool used to monitor the progress of Procurement (a) to ensure that it does not go astray; (b) to ensure that early problems with slippage can be dealt with promptly; and (c) can form a useful Annual Plan for Procurement.

A separate Schedule, completed as follows, should be provided for Goods, Works, Consulting and Non-Consulting Services. Also, a separate schedule should be used for Development or Allocated Budget.

Col No	Activity	Note
1	Package Number	
2	Description of Procurement Item	Brief description of the Procurement package, expressed in quantifiable terms.
3	Estimated Cost	Preliminary cost prepared by the LGU
4	Selection method	ICB, NCB, RFQ, DC, FA or selection of consultants
5	Expression of Interest	For consultancy services only, Set the date for the advertisement Insert proposed date for the advertisement or issue of the RFP
6	Invitation for Bids For Goods	Insert proposed dates
6	For Works	Determine the time it will take from issue of EOI, receiving responses, evaluation and approval to Issue of RFP date (Applies only to Services)
	Issue RFP For Services	
7	Notification of Award (Goods & Works)	Set the date for the Notification of Award
7	Negotiation (Services)	Set the deadline for concluding the Negotiations
8	Time for Completion of Contract (Goods , Works & services)	<u>Planned Dates</u> For each Procurement package, consider the Date on which the Goods, Works or Services are required to be completed and enter the date in Planned Dates

14.3 MDLF Procurement Plan

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Pk g #.	Description of services/goods/wo rks	Unit	Quan tity	Procu remen t Metho d	Revie w (Prio r / Post)	source of Funds	Estimate d Cost (US\$)	adverti se Express ion of Interest	IFB/RFP Submissi on Date	opening date	evaluati on of bids/pro posals	appr oval	notific ation of award	signi ng of contr act	contra ct compl etion
	Goods														
	Services														

14.4 LGU PROCUREMENT PLAN

Pkg #.	Description of services/goods/works	Estimated Cost (US\$)	Selection Method	Date of EOI	IFB/RFP Submission Date	Date of award	Indicative completion dates

15 Annexes

Annex 1- Shopping – Sample Quotation Evaluation Report

Annex 2- Sample REQUEST for QUOTATIONS- GOODS

Annex 3- Sample Request for Quotations – MINOR WORKS

Annex 4- Sample Letter of Bid for Works (In Arabic)



تقرير التقييم والتوصية بالترسية

اسم العقد:

تاريخ التسليم :

جدول المحتويات

تقرير التقييم والتوصية بالترسية

- الجدول ١. التعريف
- الجدول ٢. عملية إستدراج عروض الأسعار
- جدول ٣. تسليم عروض الأسعار وفتحها
- الجدول ٤. أسعار العروض (في القراءة العلنية)
- الجدول ٥. الفحص الأولي
- الجدول ٦. التصحيحات والخصميات غير المشروطة
- الجدول ٧. مقترح ترسية للعقد

الجدول ١. التعريف

1.1	اسم الجهة /الدولة المانحة
1.2	تاريخ دخول المنحة حيز التنفيذ
1.3	تاريخ إغلاق المنحة
1.4	اسم المشروع
1.5	البلدية أو الجهة المشترية (أ) الاسم (ب) العنوان
1.6	التخصيص المالي
1.7	وصف العقد
1.8	رقم العقد
1.9	الكلفة التقديرية
1.10	المراجعة المسبقة من قبل الجهة الممولة مطلوبة
1.11	عقد السعر الثابت
1	التمويل المشترك، إن وجد:
1	(أ) اسم الوكالة الممولة
2	(ب) نسبة تمويل الوكالة

الجدول ٢. عملية إستدراج عروض الأسعار ()

2	اعلان التوريد العام
1	أ- تاريخ الاصدار الأول
	ب- تاريخ الاصدار الأخير
2	وثيقة إستدراج عرض الأسعار العنوان
2	(أ) تاريخ عدم ممانعة الصندوق

	(ب) تاريخ الإصدار للمتأقسين	
2	عدد الجهات التي ارسلت لها وثائق عرض الأسعار عرض	3
2	التعديلات على الوثائق، إن وجدت	4
2	أدرج جميع تواريخ الإصدار	5
2	تاريخ الاجتماع التمهيدي، إن وجد	6
2	تاريخ ارسال محضر الاجتماع التمهيدي الى المناقسين	6

الجدول ٣. تسليم عروض الأسعار وفتحها

3.1	موعد تسليم عروض الأسعار النهائي التاريخ والوقت الأصلي التمديدات، إن وجدت
3.2	تاريخ ووقت فتح عروض الأسعار
3.3	سجل فتح عروض الأسعار ، وتاريخ إرساله للصندوق
3.4	عدد عروض الأسعار المسلمة
3.5	فترة صلاحية عروض الأسعار (أيام أو أسابيع) المحدد بالأصل التمديدات، إن وجدت

الجدول ٤ . أسعار العروض

التحديثات أو_ الخصمات أو التعليقات' (ح)	أسعار عروض الأسعار المقروءة علنا		تعريف مقدم عرض الأسعار		
	المبلغ (ج)	العملة (ث)	بلد المنشأ(ت)	العنوان (ب)	الاسم (أ)

الجدول ٥ . الفحص الأولي

مقدم عرض الأسعار (أ)	التحقق (ب)	الأهلية (ت)	كفالة عرض الأسعار إذا كانت مطلوبة (ث)	اكتمال عرض الأسعار (ج)	الاستجابة الجوهرية (ح)	القبول للفحص التفصيلي (خ)

الجدول ٦ . التصحيحات والخصميات غير المشروطة

مقدم عرض الأسعار (أ)	أسعار عروض الأسعار المقروءة علنا		التصحيحات		أسعار عروض الأسعار المصححة	الخصميات غير المشروطة ^٢		أسعار عروض الأسعار المصححة/بعد الخصم
	العملة (ب)	المبلغ (ت)	الأخطاء الحسابية ^١ (ث)	المبالغ الاحتياطية (ج)	(ح) = (ت) + (ث) - (ج)	النسبة المئوية (خ)	المبلغ (مبالغ) (د)	(ذ) = (ح) - (د)

- الجدول التالي يوضح الشركات المستجيبة وغير المستجيبة للمواصفات المطلوبة

الاستجابة	مقدم عرض الأسعار

الجدول 7. مقترح ترسية للعقد

عرض الأسعار الاقل كلفة بعد التقييم

		7.1 مقدم عرض الأسعار المتجاوب وبأدنى تقييم (أ) الاسم (ب) العنوان
		7.2 إذا قدم عرض الأسعار من وكيل، أدرج المورد الفعلي (أ) الاسم (ب) العنوان
		7.3 بلد المنشأ لغالبية السلع
		7.4 التاريخ المقدر (الشهر، السنة) لتوقيع العقد
		7.5 التسليم المقدر لموقع المشروع/مدة الانتهاء
المبلغ (مبالغ) أو %	العملة	7.6 أسعار عرض الأسعار
		7.7 تصحيح الأخطاء
		7.8 الخصميات
		7.9 تعديلات أخرى
		7.10 الترسية المقترحة
		7.11 فئة الإنفاق

توصية اللجنة :



15.2 Annex 2- Sample REQUEST FOR QUOTATIONS- Goods

صندوق تطوير وإقراض الهيئات المحلية

Municipal Development and Lending Fund
(MDLF)

إستدراج عروض أسعار - بضائع

رقم العقد: _____
رقم المنحة: _____
تاريخ إصدار الإستدراج : _____

دعوة إستدراج عروض أسعار

بضائع

رقم العقد: _____

رقم المنحة: _____

تاريخ إصدار الإستدراج: _____

حضرات السادة: _____

١. انتم مدعوون لتقديم عروض أسعار من اجل تزويد المواد التالية:

- _____ (أ)
- _____ (ب)
- _____ (ج)
- _____ (د)

٢. حصلت منظمة التحرير الفلسطينية لصالح السلطة الوطنية الفلسطينية- صندوق تطوير وإقراض الهيئات المحلية- على منحة من مجموعة من الشركاء الممولين (البنك الدولي- مؤسسة التنمية الدولية لتمويل مشروع تطوير البلديات، البنك الألماني للتنمية، الوكالة الفرنسية للتنمية، الحكومة الدنماركية، الحكومة السويدية، الوكالة الألمانية للدعم الفني) بالإضافة الى مساهمة السلطة الوطنية الفلسطينية بنسبة ١٠٪ من تكلفة المشروع لتمويل مشروع تطوير البلديات الثالث.

٣. في إطار مشروع تطوير البلديات الثالث، حصلت بلدية _____ على منحة فرعية من صندوق تطوير وإقراض الهيئات المحلية (المتلقية للمنحة) لتنفيذ مشروع _____ وتتوي استعمال جزء من أموال هذه المنحة الفرعية في عمل دفعات بموجب العقد الذي من أجله تم إصدار هذه الدعوة لتقديم عروض أسعار.

٤. (يجب أن تختار الهيئة المشترية (البلدية) واحداً من هذين الخيارين ويلغى الخيار غير المطبق)

- أ) يمكنكم تقديم عرض أسعار لواحد أو أكثر من البنود الواردة ضمن هذه الدعوة وسيتم تقييم عروض الأسعار لكل بند على حدة وسيتم ترسية عقد منفصل على المورد الذي تقدم بأقل سعر مقبّل لكل بند. أو
- ب) يجب تقديم عرض سعر لكل البنود الواردة ضمن هذه الدعوة. سوف يتم تقييم عروض الأسعار لكل البنود معا وستتم ترسية العقد على المورد الذي تقدم بأقل الأسعار المقبّمة لكل البنود.

٥. يجب تقديم عرض أسعاركم وفق النموذج المطلوب (أمر الشراء) وتسليمه إلى العنوان التالي:

رقم الهاتف: _____

الفاكس: _____

E-mail :-----

٦. يجب تقديم عرضكم على نسختين وباللغة _____ (أدخل اللغة)، وأن يرفق معها وثائق فنية كافية وكذلك الكاتالوجات والمواد المطبوعة التي تحتوي على معلومات عن كل مادة تم تقديم سعر لها وباللغة _____ (أدخل اللغة) ويشمل أسماء وعناوين الشركات التي ستقوم بتزويد خدمة ما بعد البيع والصيانة في مناطق السلطة الوطنية الفلسطينية.

٧. يكون الموعد النهائي لاستلام عروض الأسعار من قبل الهيئة المشترية على العنوان المشار إليه في الفقرة ٥ هو _____.

٨. لمقدم العرض الخيار بتقديم عرضه في مظهر مختوم يظهر عليه بوضوح كلمة عرض أسعار أو عن طريق الفاكس أو البريد الإلكتروني.

٩. لا يجوز للمورد المشاركة في أية عملية شراء بأكثر من عرض واحد سواء كان بشكل مستقل أو بالائتلاف مع أطراف محلية أو أجنبية أو كليهما.

١٠. يجب تقديم عروض أسعاركم حسب التعليمات التالية وكذلك اعتماداً على شروط التوريد المبينة في المرفق رقم (١). نرجو توقيع خطاب تقديم عرض الأسعار مرفقات أمر الشراء ومن ثم إعادتها إلى الهيئة المشترية.

(أ) **الأسعار:** يجب أن تقدم عروض الأسعار بعملة _____ على أساس وجهة البضائع: أي على أساس EXW أو المعرض بالإضافة إلى تكاليف التوصيل للوجهة النهائية المبينة في شروط التوريد.

(ب) **تقييم الأسعار و الترسية:** ستتم الترسية على المورد مقدم العرض المؤهل ذو أقل سعر مقبم والمستجيب بشكل جوهري للمواصفات الفنية والمتطلبات الأخرى والذي يطابق المقاييس للقدرة الفنية والمالية المطلوبة بعد تقييمه حسب معايير التقييم الإضافية المبينة في الفقرة (هـ) ادناه والسعر المقدم يشمل جميع الضرائب والرسوم الجمركية وتكلفة النقل ولكن بشكل منفصل إن أمكن.

(ج) **تصحيح الأخطاء الحسابية:** سوف تقوم الهيئة المشترية بتصحيح الأخطاء الحسابية كما يلي:

١. حيث يكون هناك تناقض بين المبالغ في الأرقام وفي الكلمات، سوف تسود المبالغ بالكلمات؛

٢. حيث يكون هناك تناقض بين سعر الوحدة وإجمالي البند على نفس السطر نتيجة ضرب سعر الوحدة في الكمية، سوف يعتمد سعر الوحدة كما تم عرضه؛

٣. وإستثناء على هذا إذا رأت لجنة التقييم أن الفاصلة العشرية قد وضعت بطريقة خاطئة في سعر الوحدة فإنه يتم تصحيح سعر الوحدة و بالتالي يتم تصحيح السعر الإجمالي الموجود في خانة الإجمالي ومن ثم تصحيح المجموع الكلي

٤. إذا ظهر أي تناقض في المعلومات أو الأسعار بين النسخة الأصلية و النسخ الأخرى يؤخذ بما ورد في النسخة الأصلية

٥. إذا قام المورد بكتابة إجمالي المبلغ لبند ما دون أن يقوم بتدوين سعر الوحدة لهذا البند، أو كان سعر الوحدة رقماً غير واضح، فيتم احتساب سعر وحدة لهذا البند من قسمة إجمالي المبلغ على كمية البند.
٦. إذا قدم المورد تعديلاً على عرضه سواء بالخصم أو الزيادة كمبلغ مقطوع، يتم احتساب هذا المبلغ كنسبة من السعر الإجمالي قبل التصحيح واعتمادها كخصم أو زيادة.
٧. تقوم لجنة التقييم بإجراء جميع التعديلات على الأسعار دون التشاور مع المناقص لتبرير مبلغ التعديل. إذا رفض المورد قبول التصحيحات، سوف يتم رفض عرضه وسعره وتطبيق الإجراءات المنصوص عليها في خطاب إقرار الضمان (إن كان مطلوباً).
- (د) **سريان مفعول العرض:** يجب أن تكون عروض أسعاركم صالحة لمدة 30 يوماً من تاريخ استلام العروض المبين في الفقرة ٧ من هذه الدعوة لتقديم العروض.
- (هـ) الشروط الأخرى المبينة في شروط التوريد.
- (و) معايير التقييم الإضافية: **(على الهيئة المشترية تحديد معايير التقييم الإضافية إن وجدت).**

١١. ممارسات الاحتيال والفساد:

- يشترط البنك الدولي الامتثال لـ "إرشادات البنك لمكافحة الفساد" وسياسات وإجراءات العقوبات السائدة على النحو المنصوص عليه في "إطار عقوبات مجموعة البنك الدولي".
- وتنفيذاً لهذه السياسة، يجب أن يسمح المناقصون وإن يلزموا وكلاءهم (سواء تم التصريح عنهم أم لا)، والمقاولين والمستشارين من الباطن، ومزودي الخدمات والموردين، وموظفيهم، بالسماح للبنك بفحص جميع الحسابات والسجلات والمستندات الأخرى المتعلقة بأية عملية اختيار أولية، وعملية التأهيل المسبق، وتقديم العطاء، وتقديم العرض، وتنفيذ العقد (في حالة الاحالة)، وإجراء تدقيق عليها من قبل مدققي الحسابات المعيّنين من قبل البنك.

١٢. عروض الأسعار البديلة: **(على الهيئة المشترية (البلدية) أن تختار واحداً من هذين الخيارين ويلغى الخيار غير المطبق):**

- (أ) لن يتم النظر في عروض الأسعار البديلة (الخيارات). لا يجوز للمورد أن يتقدم بأكثر من عرض سعر واحد. سوف يتم رفض عروض الأسعار التي تخالف هذه القاعدة.

- (ب) سوف يتم النظر في عروض الأسعار البديلة (الخيارات) فقط من المورد مقدم العرض المستجيب ذو أقل سعر مقترح فقط، وعلى المورد أن يحدد العرض الأساسي من العرض البديل.

١٣. **(على الهيئة المشترية (البلدية) حذف هذه الفقرة إن كانت لا تنطبق)** يحق للهيئة المشترية عند ترسية العقد زيادة أو إنقاص الكمية المطلوبة لواحد أو أكثر من البنود الواردة ضمن هذه الدعوة بنسبة لا تتجاوز ٢٥٪ من الكمية الأصلية ودون تعديل سعر الوحدة أو شروط التوريد.

١٤. **خطاب إقرار ضمان عرض الأسعار : Quotation Securing Declaration (على الهيئة المشترية (البلدية) حذف هذه**

- الفقرة إن كانت لا تنطبق):** يجب على المورد أن يرفق مع عرض الأسعار خطاب إقرار ضمان العرض حسب النموذج المرفق لهذه الدعوة. تتخذ الهيئة المشترية القرار بتنفيذ إجراءات العقوبات الواردة في إقرار ضمان العرض في أي من الحالات الآتية:
- أ. قيام المورد بتعديل أو سحب العرض بعد الموعد النهائي لتقديم العروض.

- ب. رفض المورد قيام اللجنة بتصحيح الأخطاء الحسابية الواردة في عرضه حسب الفقرة ١٠-ج) اعلاه.

- ج. رفض المورد الفائز التوقيع بقبول أمر الشراء خلال المدة التي تحددها الهيئة المشترية.
د. عدم التزام المورد الفائز بتقديم كفالة حسن (إن كانت مطلوبة) خلال المدة التي تحددها الهيئة المشترية.

١٥. يمكنكم الحصول على مزيد من المعلومات من:

رقم الهاتف: _____
الفاكس: _____
E-mail-----

١٦. نرجو تأكيد استلامكم هذه الدعوة عن طريق الفاكس او البريد الالكتروني وكذلك نرجو إبلاغنا برغبتكم أو عدمها في تقديم عرض سعر خلال ثلاثة ايام.

مع الشكر

اسم وتوقيع الهيئة المشترية: _____

[التوقيع، اسم ووظيفة المسؤول المفوض]

مسودة أمر الشراء

رقم أمر الشراء: _____
تاريخ طلب الشراء: _____
اسم الهيئة المشتريّة: _____
العنوان البريدي الكامل للمشتري: _____
رقم الهاتف: _____
رقم فاكس: _____
الموضوع: توريد _____
إلى: _____ (أدخل اسم وعنوان المورد)
السادة المحترمين:

لقد تم قبول عرض أسعاركم رقم _____ بتاريخ _____ من أجل تزويد البضائع المشار إليها أعلاه بمبلغ _____ حسب الشروط المشروحة في المرفق رقم ١ لأمر الشراء هذا.
يرجى اتمام توريد البضائع المطلوبة وفق الشروط التي تضمنها ملحق هذا الأمر.
الرجاء اعلامنا خطياً باستلام وقبول أمر الشراء خلال ١٠ أيام من تاريخ استلام أمر الشراء. كما نرجو تزويدنا خلال ١٠ أيام بضمان حسن تنفيذ بالمبلغ والعمللة والصلاحيّة المحددة في شروط التوريد (إن كان مطلوباً).
وتفضلوا بقبول فائق الاحترام

الهيئة المشتريّة

[التوقيع، اسم ووظيفة المسؤول المفوض]

مرفق رقم ١: عرض الأسعار

١٥,٢,١ شروط التوريد

اسم المشروع:

الهيئة المشتري:

المرسل إليه: رقم الخدمة

١. الأسعار وجدول التسليم:

الرقم	البيان	الوحدة	الكمية	سعر الوحدة*	المجموع	موعد التسليم: (انكر المدة)
١						
٢						
٣						
المجموع الكلي باليورو						
قيمة الضريبة المضافة باليورو						
المجموع الكلي باليورو شامل قيمة الضريبة المضافة بالأرقام و الكلمات						

(ملاحظة: يشمل السعر تكاليف النقل الى الموقع أو المخازن في حال وجود تعارض بين سعر الوحدة ومجموع سعر الوحدة المشتق، فإن سعر الوحدة هو الذي سيعتمد).

(أ) قطع الغيار: حسب المواصفات الفنية.

(ب) الأدوات واللوازم الإضافية: حسب المواصفات الفنية.

(ج) الكاتالوجات: التوريد بكاتالوجات.

(د) متطلبات الصيانة: حسب المواصفات الفنية.

٢. السعر الثابت: تكون الأسعار المشار إليها أعلاه ثابتة وليست عرضة لأي تغيير أو تعديل خلال مدة تنفيذ العقد.

٣. يتم توريد البضائع إلى العنوان التالي:

٤. **مواعيد التسليم:** يجب أن يتم التسليم حسب البرنامج المشار إليه أعلاه على أن لا يتجاوز _____ يوم من تاريخ أمر الشراء.
٥. **الدفع:** سيتم دفع قيمة العقد بالعملة أو العملات المبيّنة في عرض الأسعار الخاص بالمورد الفائز وذلك خلال ٣٠ يوم تقويمي من تاريخ استلام البضائع وبعد تقديم فاتورة مدعومة بشهادة قبول البضائع من قبل الهيئة المشتريّة.
- يتوجب على المورد إحضار شهادة خصم من المصدر أو الالتزام باقتطاعات ضريبة الدخل حسب النماذج المعدة لذلك عند كل دفعة حسب التعليمات الصادرة عن وزارة المالية بهذا الخصوص.
- ملاحظة: المشروع شامل لضريبة القيمة المضافة (VAT). وعلى المورد تقديم فاتورة ضريبية عند تقديمه مطالبه مالية
٦. **الضمانة:** يجب أن يتم تغطية البضائع المقدمة عن طريق ضمانة وكفالة المصنّع لمدة ١٢ شهر على الأقل من تاريخ التسليم للهيئة المشتريّة أو حسب ما هو مذكور في المواصفات الفنية المرفقة. **(على الجهة المشتريّة تحديد فترة الضمان المطلوبة وشروطها بالتفصيل).**
٧. **تعليمات التغليف والتسويق: (الهيئة المشتريّة تدخل الوصف).**
٨. **المواصفات الفنية المطلوبة: (الهيئة المشتريّة تدخل الوصف)**
- (أ) وصف عام.
- (ب) مواصفات فنية وتقاصيل محددة.
- (ت) معايير الأداء.
- يؤكد المورد التزامه بالمواصفات المشار إليها أعلاه (في حال انحرافه عن المواصفات ، عليه وضع قائمة بهذه الانحرافات).
٩. **الفشل في الأداء:** يمكن للهيئة المشتريّة أن تلغي أمر الشراء إذا فشل المورد في تسليم البضائع حسب الشروط والمدة المشار إليها أعلاه بالرغم من إعطائه مهلة ٢١ يوماً من قبل الهيئة المشتريّة، ويدون جلب أي مسؤولية قانونية على نفسها تجاه المورد.
١٠. **غرامات التأخير:** في حال أخفق المورد في تسليم جميع السلع المطلوبة، أو أي منها، في موعد (مواعيد) التسليم المحددة في العقد، يحق للهيئة المشتريّة حسم مبلغ من قيمة العقد كغرامات تأخير، ١٪ بالنسبة لسعر التسليم^{١٤} للسلع المتأخرة أو الخدمات غير المنفذة عن كل أسبوع تأخير أو جزء منه حتى يتم تسليمها أو تنفيذها الفعلي وبعد أعلى (١٠٪). وفي حالة الوصول إلى الحد الأعلى (١٠٪) يحق للهيئة المشتريّة فسخ العقد.
١١. **ممارسات الاحتيال والفساد:** يطلب البنك الدولي الامتثال لـ "إرشادات البنك لمكافحة الفساد" والسياسات وإجراءات العقوبات السائدة على النحو المنصوص عليه في "إطار عقوبات مجموعة البنك الدولي"، على النحو المنصوص عليه في الملحق (أ) لشروط العقد.
١٢. **ضمان حسن التنفيذ: (على البلدية ان تحدد ان ما كانت ضرورية ولا تطلب عادة في المشتريات الصغيرة والتي لا تحتاج الى فترة تسليم طويلة).** يجب أن يتقدم صاحب العرض الفائز إلى الهيئة المشتريّة خلال ١٠ أيام من تسلم "أمر الشراء" كفالة مصرفية

^{١٤} تحسب النسبة المئوية للأسبوع بالمقارنة مع فترة تنفيذ العقد

لضمان حسن التنفيذ بمبلغ ١٠ % من قيمة أمر الشراء وطبقاً للنموذج المرفق (نموذج ضمان حسن التنفيذ). ويجب أن تبقى كفالة حسن التنفيذ صالحة لمدة لا تقل عن ثمانية وعشرين (٢٨) يوماً بعد تاريخ انتهاء فترة التسليم المنصوص عليها في أمر الشراء.

١٣. **الظروف القاهرة:** لا يتعرض المورد لمصادرة ضمان حسن التنفيذ (إن وجد) أو دفع غرامات التأخير أو فسخ العقد إذا كان تأخير الأداء أو أي إخفاق آخر في تنفيذ التزاماته تحت العقد ناتج عن ظرف قهري. وفي مثل تلك الظروف على المورد إبلاغ الهيئة المشتريّة فوراً وخطياً بكيفية تأثيرها على أدائه ويتفق المورد والهيئة المشتريّة على بدائل لتنفيذ العقد. لأغراض هذه الفقرة، "ظرف قهري" تعني أي حدث أو حالة خارجة عن إرادة المورد، ولا يمكن تجنبها أو توقعها وهي غير ناتجة عن إهمال أو تقصير من طرفه. هذه الحالات قد تشمل، كمثال لا الحصر:

- أ) قرارات تأخذها الهيئة المشتريّة ضمن صلاحياتها،
- ب) الحروب والثورات،
- ج) والحرائق الكبيرة في منشآت المورد،
- د) والفيضانات، والأوبئة،
- هـ) والحظر الصحي وحظر الشحن
- و) القلاقل الشعبية في بلد المنشأ.

١٤. **حل النزاعات:** تحل النزاعات بحسب قوانين السلطة الوطنية الفلسطينية.

اسم المورد: _____

توقيع المخول: _____

المكان: _____

التاريخ: _____

ملحق (أ) لشروط العقد

الاحتيال والفساد

(لا يجوز تعديل هذا القسم)

١. الغرض

تتطبق "إرشادات البنك لمكافحة الفساد" وهذا الملحق على عمليات الشراء التي تتم بموجب عمليات تمويل مشاريع الاستثمار الخاصة بالبنك.

٢. المتطلبات

١.٢ يطلب البنك من المقترضين (بما في ذلك المستفيدين من تمويل البنك) ؛ والمناقضين والمستشارين والمقاولين والموردين، وأي مقاولين أو المستشارين أو مزودي خدمات أو موردين من الباطن؛ وأي وكلاء (سواء تم التصريح عنهم أم لا)، وأي من موظفيهم، أن يلتزموا بأعلى المعايير الأخلاقية أثناء اجراءات عملية الشراء والاختيار وتنفيذ العقد، للعقود الممولة من البنك، والامتناع عن ممارسات الاحتيال والفساد.

٢.٢ وتحققاً لهذه الغاية ، فإن البنك:

أ. يعرف ولأغراض هذه الأحكام المصطلحات المنصوص عليها أدناه، على النحو التالي:

١. "الممارسة الفاسدة": هي عرض أو إعطاء أو تلقي أو التماس أي شيء ذي قيمة بشكل مباشر أو غير مباشر للتأثير بشكل غير لائق على تصرفات طرف آخر.

٢. "الممارسة الاحتيالية": هي أي فعل أو إغفال -بما في ذلك التحريف- يضلل عن قصد أو عن إهمال، أو يحاول تضليل طرف ما للحصول على منفعة مالية أو منفعة أخرى أو لتجنب التزام.

٣. "الممارسة التواطؤية": هي ترتيب بين طرفين أو أكثر مصمم لتحقيق غرض غير لائق، بما في ذلك التأثير بشكل غير لائق على تصرفات طرف آخر.

٤. "الممارسة القسرية": هي إضرار أو إيذاء أو التهديد بالإضرار أو الإيذاء، بشكل مباشر أو غير مباشر، بأي طرف أو ممتلكاته للتأثير بشكل غير لائق على تصرفات أحد الأطراف؛

٥. "الممارسة المعرّقة" هي:

أ. الإلتلاف أو التزوير أو التغيير أو الإخفاء لأدلة مادية للتحقيق أو الإدلاء ببيانات كاذبة للمحققين بشكل متعمد، من أجل عرقلة تحقيق البنك في مزاعم الفساد أو الاحتيال أو الإكراه أو التواطؤ، و/ أو التهديد أو المضايقة أو التخويف لأي طرف لمنعه من الكشف عن معرفته بالأمور ذات الصلة بالتحقيق أو لمنعه من متابعة التحقيق، أو

ب. الأعمال التي تهدف إلى إعاقة ممارسة حقوق البنك في التفتيش والتدقيق والمنصوص عليها في الفقرة (٢.٢/ج) أدناه.

ب. يرفض أي اقتراح بالإحالة إذا قرر البنك أن الفرد أو الشركة الموصى بالإحالة عليها، أو أي من موظفيها، أو وكلائها، أو مستشاريها أو مقاوليها من الباطن، أو أي من مزودي الخدمات ، والموردين و/ أو موظفيهم، قد انخرطوا بشكل مباشر أو غير مباشر في ممارسات فاسدة أو احتيالية أو تواطؤية أو قسرية أو معرّقة خلال التنافس على العقد موضوع المناقصة؛

ت. يجوز له، بالإضافة إلى التدابير العلاجية القانونية المنصوص عليها في الاتفاقية القانونية ذات الصلة، اتخاذ الإجراءات المناسبة الأخرى، بما في ذلك الإعلان عن الشراء الخاطئ (misprocurement)، إذا قرر البنك في أي وقت أن ممثلي المقترض، أو المستفيد من أي جزء من عائدات القرض قد انخرطوا في ممارسات فاسدة أو احتيالية أو تواطئية أو قسرية أو معرقة أثناء اجراءات عملية الشراء والاختيار و/ أو تنفيذ العقد موضوع المناقصة، دون أن يتخذ المقترض الاجراء المناسب في الوقت المناسب والمرضي للبنك لمعالجة هذه الممارسات عند حدوثها، بما في ذلك الفشل في إبلاغ البنك في الوقت المناسب الذي علم فيه بهذه الممارسات.

ث. يجوز له، وطبقاً ل "إرشادات البنك لمكافحة الفساد" ووفقاً لسياسات وإجراءات العقوبات السائدة لديه، أن يعاقب شركة أو فرداً - لأجل غير مسمى أو لفترة زمنية محددة- بما في ذلك التصريح علناً عن أن هذه الشركة أو الفرد غير مؤهل (١) أن يتم إحالة عقد ممول من البنك عليها/ عليه أو الاستقادة منه مالياً أو بأي طريقة أخرى ١٥، (٢) أن يكون مقاولاً أو مستشاراً أو مصنعاً أو مورداً أو مقدم خدمة مسمى ١٦ من الباطن لشركة أخرى ذات اهلية يتم إحالة عقد ممول من البنك عليها، و (٣) لتلقي عائدات أي قرض يقدمه البنك أو للمشاركة في إعداد أو تنفيذ أي مشروع يموله البنك.

ج. يطلب إدراج فقرة في وثائق المناقصة/ طلب العروض وفي العقود الممولة بقرض البنك، تلتزم المناقصين والمستشارين والمقاولين والموردين، والمقاولين والمستشارين ومزودي الخدمات والموردين من الباطن وموظفي الوكلاء، بأن يسمحوا للبنك بفحص ١٧ جميع الحسابات والسجلات والمستندات الأخرى المتعلقة بعملية الشراء و/ أو الاختيار و/ أو تنفيذ العقد، وإجراء تدقيق عليها من قبل المدققين المعيّنين من قبل البنك.

(١٥) تلافياً للشك، فإن عدم أهلية الطرف الخاضع للعقوبات لإحالة العقد عليه يجب أن تشمل دون تقييد (١) التقدم بطلب للتأهيل المسبق، والتعبير عن الاهتمام في الخدمات الاستشارية، وتقديم العطاءات إما بشكل مباشر أو كمقاول مسمى من الباطن، أو مستشار مسمى أو مصنع أو مورد مسمى أو مزود خدمة مسمى فيما يتعلق بهذا العقد، و (٢) الدخول في ملحق أو تعديل يُدخل تغييراً جوهرياً على أي عقد قائم.

(١٦) المقاول الفرعي (من الباطن) المسمى، المستشار المسمى، المصنع أو المورد المسمى، أو مزود الخدمة المسمى (تستخدم أسماء مختلفة اعتماداً على وثيقة مناقصة معينة) هو الذي تم: (١) تضمينه من قبل المناقص في طلبه للتأهيل المسبق أو عطائه لأنه يجلب خبرة ودراية محددة وحاسمة تسمح للمناقص بالوفاء بمتطلبات التأهيل لمناقصة معينة، أو (٢) المسمى من قبل المقترض.

(١٧) عادة ما تكون عمليات الفحص في هذا السياق استقصائية بطبيعتها، وهي تشمل أنشطة تقصي الحقائق التي يضطلع بها البنك أو الأشخاص المعينون من قبل البنك لمعالجة مسائل محددة تتعلق بالتحقيقات/ عمليات التدقيق، مثل تقييم صحة ادعاء بشأن احتيال وفساد محتمل، من خلال الآليات المناسبة. ويشمل هذا النشاط على سبيل المثال لا الحصر: الوصول إلى السجلات والمعلومات المالية للشركة أو الفرد وفحصها، وعمل نسخ منها حسب الاقتضاء؛ الوصول إلى أي مستندات وبيانات ومعلومات أخرى وفحصها (سواء في نسخة مطبوعة أو إلكترونية) تعتبر ذات صلة بالتحقيق/ التدقيق، وعمل نسخ منها حسب الاقتضاء، إجراء مقابلات مع الموظفين والأفراد الآخرين ذوي الصلة، وإجراء عمليات التفتيش المادي وزيارات الموقع، والحصول على التحقق من المعلومات من طرف ثالث.

نموذج خطاب تقديم عرض الاسعار

أنا الموقع أدناه ----- بصفتي -----
باسم ونيابة عن ----- (يشار إليه بعد ذلك باسم "المورد")، مسجل برقم -----
ومقره -----
قمنا بدراسة استدرج عروض الأسعار الخاصة بتوريد ----- (يشار إليه بعد ذلك "بالسلع")
وبشكل خاص شروط التوريد والمواصفات وجداول الكميات.
ونتعهد بأن نقوم بتوريد السلع المذكورة وصيانتها وفقا لوثائق العرض بمبلغ وقدره ----- بالأحرف -----
ونقبل وبدون شروط أو تحفظ كافة الشروط المبينة في شروط التوريد.
كما أوافق كمورد أن أقوم بالتوريد طبقا للشروط المذكورة أعلاه وألتزم بالمباشرة خلال ----- يوما من تسلمي أمر
الشراء واستكمال التوريد خلال الفترة المحددة في هذا العرض.
كما أقر بأن وثيقتي استدرج عروض الأسعار وأمر الشراء ومرفقاتهما يعتبران عقدا ملزما لكلينا وأدرك انكم لستم ملزمين
بقبول أقل الأسعار أو أي منها.
نؤكد أهليتنا للمشاركة في تقديم عرض أسعار واستيفاءنا لمعايير الأهلية المحددة في طلبكم لعرض الأسعار.
نؤكد أن الأسعار المقدمة في قائمة السلع وجدول الأسعار ، ثابتة طوال مدة صلاحية العرض ولن يتم مراجعتها أو تغييرها.
مدة كفالة الضمان المصنعي للسلع المعروضة هي _____ شهر .
بالإضافة إلى ذلك فإني أوافق على أن ألتزم بهذا العرض لكامل فترة الصلاحية من تاريخ تسليم عروض الأسعار وأن
أقبل أمر الشراء في أي لحظة قبل انتهاء فترة صلاحية عروض الأسعار .
اسم المورد: _____
توقيع المخول: _____
المكان: _____ التاريخ: _____

نموذج ضمان حسن التنفيذ (كفالة بنكية غير مشروطة)

[يملاً المصرف/مقدم العرض الفائز، الذي يوفر الضمان، نموذج ضمان حسن التنفيذ هذا بحسب التعليمات المشار إليها بين الأقواس، إذا كان مطلوباً من قبل الهيئة المشترية]

[أدخل اسم المصرف وعنوان الفرع أو المكتب المُصير]

المستفيد : [أدخل اسم وعنوان الهيئة المشترية]

التاريخ: [أدخل التاريخ]

ضمان حسن التنفيذ رقم : [أدخل الرقم]

تم إبلاغنا بأن [أدخل اسم المورد] (يسمى فيما يلي "المورد") قد تعاقد في عقد رقم [أدخل رقم أمر الشراء] المؤرخ لديكم، لتوريد [أدخل اسم العقد ووصف السلع] (يسمى فيما يلي "العقد")

وعليه، فإننا نعي، بحسب شروط العقد، بأن ضمان حسن التنفيذ مطلوباً.

بطلب من المورد، نحن [أدخل اسم المصرف] نلتزم بدفع أي مبلغ أو مبالغ لا تتجاوز بمجموعها مبلغ [أدخل المبلغ بالأرقام] ([أدخل المبلغ بالكلمات])¹⁸، فور تسلمنا منكم أول طلب خطي مصحوباً بإفادة خطية تفيد بأن المورد قد أخل بالتزامه (بالتزاماته) تحت العقد دون الحاجة لأن تثبتوا أو توضحوا الأساس لطلبكم أو المبلغ المحدد فيه.

لن تنتهي صلاحية هذا الضمان قبل ٢٨ يوماً من تاريخ إصدار شهادة قبول البضائع، وتحسب بناءً على نسخة من هذه الشهادة ستقدم لنا، أو في تاريخ [أدخل التاريخ باليوم والشهر والسنة]¹⁹، أيهما أولاً. وبالتالي، فإن أي طلب للدفع تحت هذا الضمان يجب أن نستلمه في هذا المكتب في ذلك التاريخ أو قبله. يوافق الكفيل على تمديد هذا الضمان لمرة واحدة ولفترة لا تتعدى [سنة أشهر]، بناءً على طلب الهيئة المشترية الخطي لمثل هذا التمديد، على أن يقدم مثل هذا الطلب إلى الكفيل قبل انتهاء هذا الضمان.

[توقيع (تواقيع) الممثل (الممثلين) المخول (المخولين) من المصرف]

موقع من قبل [توقيع (تواقيع) الممثل (الممثلين) المخول (المخولين)] بالنيابة عن [اسم المورد] بصفة [ذكر الصفة]

وذلك بحضور [أدخل اسم وتوقيع الشاهد]

التاريخ [أدخل التاريخ]

¹⁸ الكفيل (المصرف) سيدخل مبلغاً يمثل نسبة مئوية من قيمة العقد المحددة في العقد.
¹⁹ أدخل التاريخ لثمانية وعشرين يوماً بعد تاريخ الانتهاء المتوقع

نموذج خطاب إقرار ضمان عرض الاسعار

[يملأ مقدم العرض هذا النموذج بحسب التعليمات المشار إليها بين الأقواس، إذا كان مطلوباً من قبل الهيئة المشترية]

التاريخ: [أدخل التاريخ]

اسم العقد: [أدخل اسم العقد]

رقم الدعوة لتقديم عروض: [أدخل الرقم]

إلى: _____

نحن ، الموقعون أدناه، نعلن بأننا:

١. نعي بأن عرض الاسعار يجب أن يكون مدعماً بخطاب إقرار ضمان، حسب شروطكم.
٢. نقبل بأن أهليتنا لتقديم العروض/العطاءات متعلق في أي عملية شراء لصندوق تطوير و إقراض الهيئات المحلية لمدة [أدخل المدة] بدءاً من [أدخل تاريخ البدء]، إذا ما قمنا بالإخلال بالتزاماتنا تجاه العرض، بسبب أننا:
 - أ) سحبنا عرض الاسعار خلال فترة صلاحية العرض المحددة من قبلنا في خطاب تقديم عرض الاسعار؛
 - ب) لم نقبل بتصحيح الأخطاء الحسابية بموجب التعليمات المدرجة ضمن وثيقة استدراج العروض؛ أو
 - ت) إذا تم إشعارنا بقبول عرضنا من قبل صندوق تطوير و إقراض الهيئات المحلية خلال فترة صلاحية العرض، ولكننا (١) فشلنا أو رفضنا قبول أمر الشراء، أو (٢) فشلنا أو رفضنا أن نوفر ضمان حسن التنفيذ ، إن كان ذلك مطلوباً بحسب التعليمات المدرجة ضمن وثيقة استدراج العروض.
٣. إن لم تتم ترسية العقد علينا، نعي أن اقرار ضمان العرض هذا ستنتهي صلاحيته بعد ١٠ أيام من انتهاء صلاحية العرض المقدم من قبلنا.
٤. نعي أننا إن كنا إئتلاف شراكة، فإن اقرار ضمان العرض يجب أن يكون باسم شركة الإئتلاف الذي يقدم العرض. وإذا لم يكن الإئتلاف مسجل قانونياً في وقت تقديم العرض، يكون اقرار ضمان العرض مسجلاً بأسماء كافة الشركاء المستقبليين في الإئتلاف.

توقيع [أدخل توقيع (تواقيع) الممثل المخول] بصفة [أدخل الصفة]

الاسم [أدخل الاسم]

مخول لتوقيع العرض لصالح وبالنيابة عن [أدخل اسم الجهة المخولة]

بتاريخ [أدخل التاريخ باليوم والشهر والسنة]

15.3 Annex 3-Sample Request for Quotations- Minor Works

صندوق تطوير وإقراض الهيئات المحلية

Municipal Development and Lending Fund

(MDLF)

إستدراج عروض أسعار - أعمال

إسم المشروع : _____

رقم العقد: _____

رقم المنحة: _____

تاريخ إصدار الإستدراج : _____

(أدخل إسم البلدية)

دعوة لتقديم عرض أسعار لأعمال صغيرة

رقم العقد: (أدخل رقم العقد)

رقم المنحة: (أدخل رقم المنحة)

تاريخ إصدار الدعوة: (أدخل التاريخ)

إلى:

السادة:

١. حصلت منظمة التحرير الفلسطينية لصالح السلطة الوطنية الفلسطينية- صندوق تطوير وإقراض الهيئات المحلية- على منحة من مجموعة من الشركاء الممولين (البنك الدولي-مؤسسة التنمية الدولية لتمويل مشروع تطوير البلديات الثالث، البنك الألماني للتنمية، الوكالة الفرنسية للتنمية، الحكومة الدنماركية، الحكومة السويدية، الوكالة الألمانية للدعم الفني)، بالإضافة الى مساهمة السلطة الوطنية الفلسطينية بنسبة ١٠٪ من تكلفة المشروع، لتمويل مشروع تطوير البلديات الثالث. في إطار مشروع تطوير البلديات الثالث، حصلت بلدية (أدخل إسم البلدية) على منحة فرعية من صندوق تطوير وإقراض الهيئات المحلية (المنقولة للمنحة) لتنفيذ (أدخل إسم المشروع) وتتوي استعمال جزء من أموال هذه المنحة الفرعية في عمل دفعات تحت العقد الذي من أجله تم إصدار هذه الدعوة لتقديم عروض أسعار.

٢. تدعوكم بلدية (أدخل إسم البلدية) لتقديم عرض سعر للأعمال التالية:

(أدخل إسم المشروع ووصف مختصر للأعمال المنوي تنفيذها)

٣. لمساعدتكم في تحضير عرض سعركم نرفق لكم المخططات، المواصفات وجداول الكميات، ونموذج خطاب تقديم عرض السعر. يجب أن يقدم عرض سعركم في النموذج المرفق في مغلف محكم الإغلاق ومعنون ليسلم الى العنوان التالي:

(أدخل إسم البلدية)

لناية (أدخل إسم رئيس البلدية)

تلفون : (أدخل رقم هاتف البلدية)

فاكس : (أدخل رقم فاكس البلدية)

٤. يجب ان يكون عرض سعركم ساري المفعول لمدة ستين (٦٠) يوما من اخر موعد لتقديم عرض السعر المبين في الفقرة رقم ٦ ادناه.

٥. مرفق لمعلوماتكم وإرشادكم تعليمات لتقديم عروض الاسعار وبنود وشروط العقد.

٦. يجب تسليم عرض سعركم حتى (أدخل الساعة) من يوم (أدخل اليوم والتاريخ). سوف يتم فتح عروض الاسعار علنياً وبحضور ممثلي المقاولين المشاركين الذين يختارون الحضور، يوم (أدخل اليوم والتاريخ). في تمام (أدخل الساعة) على العنوان التالي:
(أدخل إسم البلدية ، العنوان، المكانالخ)

المخلص،

(أدخل إسم رئيس البلدية)

القسم الأول: تعليمات لتحضير عروض الاسعار

١. نطاق العمل: تطلب (إدخال اسم البلدية)، كصاحب العمل، تقديم عروض اسعار لإنشاء أعمال كما هو موصف في الشروط التعاقدية. سوف يتوقع من المقاول الفائز أن يكمل الاعمال حسب تاريخ انتهاء الاعمال المطلوب المحدد في الشروط التعاقدية.

٢. الأهلية لتقديم السعر: بالإضافة الي مقاولي القطاع الخاص المسجلين و المصنفين و المرخصين ، يمكن أن تكون الشركات المملوكة للحكومة في الضفة الغربية وقطاع غزة مؤهلة للمشاركة في العروض فقط إذا استطاعت أن تثبت أنها:

- (أ) مستقلة قانونيا وماليا ، وتعمل في إطار القانون التجاري ، وأن لا تكون جزءا من اي دائرة حكومية؛
- (ب) مستقلة ماليا، كما هو ظاهر بموجب نظامها الأساسي أو أنظمتها الداخلية وتقدم حسابات منفصلة مدققة ومردود على رأس المال، قادرة على أخذ قروض وتحصيل إيرادات من خلال بيع البضائع والخدمات؛ و
- (ت) ليست وكالة تعتمد على السلطة الفلسطينية.

سوف يقدم كل مقاول عرض سعر واحد فقط. سوف يتم رفض عروض الاسعار التي تخالف هذه القاعدة.

٣. ممارسات الاحتيال والفساد:

- يشترط البنك الدولي الامتثال ل "إرشادات البنك لمكافحة الفساد" وسياسات وإجراءات العقوبات السائدة على النحو المنصوص عليه في "إطار عقوبات مجموعة البنك الدولي".
- تنفيذا لهذه السياسة، يجب أن يسمح المناقصون وان يلزموا وكلاءهم (سواء تم التصريح عنهم أم لا)، والمقاولين والمستشارين من الباطن، ومزودي الخدمات والموردين، وموظفيهم، بالسماح للبنك بفحص جميع الحسابات والسجلات والمستندات الأخرى المتعلقة بأية عملية اختيار أولية، وعملية التأهيل المسبق، وتقديم العطاء، وتقديم العرض، وتنفيذ العقد (في حالة الاحالة)، وإجراء تدقيق عليها من قبل مدققي الحسابات المعيّنين من قبل البنك.

٤. مؤهلات المقاولين: للتأهل لترسية العقد، يجب ان ينطبق على المتناقص معايير التأهيل التالية على الاقل:

- (أ) خبرة كمقاول في إنشاء مشروع واحد على الأقل مكافئ في الطبيعة والتعقيد لتلك الاعمال المشمولة في هذه الدعوة، خلال الثلاث سنوات الماضية؛
- (ب) دليل على توفر موارد مالية بنسبة لا تقل عن ٢٥٪ من مبلغ العرض لإكمال الاعمال بنجاح مثال، خطاب من بنك، يدعم توفر الأموال.

٥. زيارة الموقع: يشجّع المقاول على زيارة الموقع على مسؤوليته، وتكلفته ومخاطرته الخاصة وذلك لفحص موقع الاعمال ومحيطها وأن يحصل على كل المعلومات التي يمكن أن تكون ضرورية لتحضير عرض السعر والدخول في العقد لإنشاء الأعمال.

٦. محتويات وثائق استدراج العروض: تتكون مجموعة وثائق استدراج العروض من الوثائق المدرجة أدناه:

الدعوة لتقديم عرض سعر	
القسم ١	تعليمات لتحضير عروض الاسعار
القسم ٢	شروط العقد
القسم ٣	المخططات
القسم ٤	المواصفات
القسم ٥	جدول الكميات
القسم ٦	نموذج خطاب تقديم عرض السعر
القسم ٧	نموذج إتفاقية عقد
القسم ٨	نموذج كفالة بنكية للدفعه المقدمة
القسم ٩	نموذج ضمان حسن التنفيذ
القسم ١٠	خطة الإدارة البيئية
القسم ١١	نموذج تعهد المقاول بالالتزام وتنفيذ الشروط البيئية
القسم ١٢	نموذج اقرار ضمان عرض السعر

٧. الوثائق التي تتضمن عرض السعر: سوف يتضمن العرض المقدم من المقاول الوثائق التالية:

- (أ) خطاب تقديم عرض السعر (حسب النموذج المرفق)
- (ب) جدول الكميات
- (ت) معلومات التأهيل والخبرة والموارد المالية
- (ث) تعهد المقاول بالالتزام بتنفيذ خطة الإدارة البيئية
- (ج) خطاب اقرار ضمان عرض السعر

٨. عرض السعر: سوف يكون العرض لكل الأعمال كما وصفت في الفقرة ٢ من الدعوة وسوف تكون مبنية على الوحدة والسعر الإجمالي المشار اليه في جدول الكميات في عقد سعر الوحدة الثابتة. سوف تكون الأسعار معروضة بالكامل بعملة (اليورو) وسوف يدخل المقاول المعدلات والأسعار لكل بنود الأعمال الموصوفة في المخططات والمواصفات المدرجة في جدول الكميات. و سوف لن يدفع صاحب العمل عند التنفيذ عن البنود التي لم يدخل لها معدل أو سعر من قبل المقاول وسوف تعتبر مشمولة في المعدلات والأسعار الأخرى في جدول الكميات. كافة الرسوم، والضرائب

والمبالغ المفروضة الأخرى والواجب دفعها من قبل المقاول بموجب العقد، أو لأي سبب آخر، ومن تاريخ ١٥ يوم تقويمي قبل آخر موعد لتقديم عروض الأسعار سوف تكون مشمولة في المعدلات والأسعار والسعر الإجمالي لعرض السعر المقدم من قبل المقاول. سوف تكون المعدلات والأسعار المقدمة من قبل المقاول ثابتة طيلة مدة تنفيذ العقد وسوف لن تكون عرضة لأي تعديل لأي سبب.

٩. **صلاحية عروض الأسعار:** سوف تبقى عروض الأسعار سارية المفعول لمدة سنتين (٦٠) يوما اعتباراً من تاريخ تسليم العروض المشار إليه في الفقرة ١٣ أدناه. يمكن لصاحب العمل أن يطلب من المقاولين تمديد مدة صلاحية العروض إلى مدة أخرى محددة. وسوف يكون طلب صاحب العمل وردود المقاولين كتابياً أو بالفاكس أو برقياً. يمكن للمقاول أن يرفض طلب تمديد الصلاحية وفي هذه الحالة يمكنه سحب عرض سعره بدون عقوبة. ومن ناحية أخرى، سوف لن يطلب من المقاول أو لن يسمح للمقاول الذي يوافق على الطلب أن يعدل سعره.

١٠. **خطاب إقرار ضمان عرض السعر :** Quotation Securing Declaration: يجب أن يرفق مع عرض سعركم إقرار ضمان حسب النموذج المرفق في القسم ١٢ من وثيقة استدراج العروض. تتخذ الهيئة المشترية القرار بتفعيل إجراءات العقوبات الواردة في إقرار ضمان العرض في أي من الحالات الآتية:

- أ. قيام المقاول بتعديل أو سحب العرض بعد الموعد النهائي لتقديم العروض.
- ب. رفض المقاول قيام اللجنة بتصحيح الأخطاء الحسابية الواردة في عرضه حسب الفقرة ١٨ أدناه.
- ج. رفض المقاول الفائز توقيع العقد خلال المدة المحددة في خطاب القبول.
- د. عدم التزام المقاول الفائز بتقديم كفالة حسن التنفيذ خلال المدة المحددة في خطاب القبول.

١١. **لغة عروض الأسعار:** سوف تكون كل الوثائق المتعلقة بعرض السعر والعقد باللغة العربية .

١٢. **تحضير وختم عروض الأسعار:** على المقاول تحضير نسخة واحدة أصلية من الوثائق التي تتضمن عرض السعر كما وصف في الفقرة ٧ أعلاه، مع خطاب تقديم العرض، مُعلّم عليها بوضوح "النسخة الأصلية". إضافة إلى ذلك، على المقاول تقديم نسخة واحدة تكون مُعلّمة بوضوح "نسخة مصورة". على المقاول توقيع النسخة الأصلية والنسخة المصورة من عرض السعر من قبل الشخص أو الأشخاص المخولين بالتوقيع نيابة عن المقاول. وتعتمد النسخة الأصلية إذا ما تبين وجود إختلاف. كما يجب توقيع كل صفحات عرض السعر حيث كان قد تم عمل مدخلات أو تعديلات أو تصحيحات بالأحرف الأولى من قبل الشخص أو الأشخاص المخولين بتوقيع عرض السعر. يجب على المقاول أن يختم كلا من النسخة الأصلية والنسخة المصورة من عرض السعر و يضعهما في مغلفين داخليين ومن ثم في مغلف خارجي، و يكتب على المغلفين الداخليين — "النسخة الأصلية" و "النسخة المصورة". سوف ترسل المغلفات الداخلية والخارجية إلى صاحب العمل على العنوان المزود أعلاه وسوف تزود بتحذير لعدم فتحها قبل الوقت والتاريخ المحدد لفتح عروض الأسعار كما تم تعريفه في الفقرة ٦ من الدعوة لتقديم عروض أسعار. سوف يشير المغلف الداخلي إلى عنوان المقاول الكامل. إذا كان المغلف الخارجي غير مختوم وغير معلم كما ورد أعلاه، و لن يتحمل صاحب العمل أية مسئولية عن ضياع أو الفتح سابق الأوان لعرض السعر.

١٣. **مكان وآخر موعد لتقديم عروض الأسعار:** سوف يتم تسليم عروض الأسعار لصاحب العمل في وقت لا يتجاوز الموعد النهائي لتقديم العروض المحدد في الفقرة ٦ من الدعوة لتقديم عروض أسعار إلى العنوان المذكور في الفقرة ٣ من نفس

الدعوة. أي عرض سعر يُستلم من قبل صاحب العمل بعد الموعد النهائي المحدد في هذه الفقرة سوف يعاد الى المقاول غير مفتوح.

١٤. لا يجوز للمقاول المشاركة في اية عملية شراء باكثر من عرض سعر واحد سواء كان بشكل مستقل او بالائتلاف مع أطراف محلية أو أجنبية أو كليهما.

١٥. **تعديل وسحب عروض الأسعار:** لن يسمح بتعديل أي عرض سعر بعد الموعد النهائي لتقديم عروض الأسعار المشار اليه في الفقرة 13 أعلاه. كما أنّ سحب أي عرض سعر بين الموعد النهائي لتقييم العروض وموعد انتهاء صلاحية عرض السعر الموضح في الفقرة 9 أعلاه سيؤدي إلى تفعيل إجراءات العقوبات الواردة في اقرار ضمان العرض .

١٦. **فتح عروض الأسعار:** سوف يفتح صاحب العمل عروض الأسعار ، بحضور ممثلي المقاولين المشاركين الذين إختاروا الحضور، في الزمان، والتاريخ، وفي المكان المحدد في الفقرة ٦ من الدعوة لتقديم عروض الأسعار. سوف يقوم صاحب العمل بإعلان أسماء المقاولين المتقدمين بعروض أسعار، المبلغ الإجمالي لكل عرض سعر، أية خصومات، أية تعديلات وسحوبات لعروض الأسعار في جلسة فتح العروض.

١٧. **سرية العملية:** سوف لن يتم الإفصاح عن المعلومات المتعلقة بفحص، إستيضاحات، تقييم ومقارنة عروض الأسعار والتوصية بترسية العقد لحين الإعلان عن الترسية على المقاول الفائز.

١٨. **تقييم ومقارنة عروض الأسعار:** سوف يقوم صاحب العمل بترسية العقد على المقاول الذي كان قد تقرر أن عرض سعره مستجيب بشكل جوهري لوثائق استئراج العروض والذي قدم أقل عرض سعر مقيم. خلال تقييم العروض، سوف يحدد صاحب العمل سعر العرض المقيم لكل مقاول وذلك بتعديل سعر العرض عن طريق تصحيح الأخطاء الحسابية كما يلي:

(أ) حيث يكون هناك تناقض بين المبالغ في الأرقام وفي الكلمات، سوف تسود المبالغ بالكلمات؛

(ب) حيث يكون هناك تناقض بين سعر الوحدة وإجمالي البند على نفس السطر نتيجة ضرب سعر الوحدة في الكمية، سوف يعتمد سعر الوحدة كما تم عرضه؛

(ت) وإستثناء على هذا إذا رأت لجنة التقييم أن الفاصلة العشرية قد وضعت بطريقة خاطئة في سعر الوحدة فإنه يتم تصحيح سعر الوحدة و بالتالي يتم تصحيح السعر الإجمالي الموجود في خانة الإجمالي ومن ثم تصحيح المجموع الكلي

(ث) إذا ظهر أي تناقض في المعلومات أو الأسعار بين النسخة الأصلية و النسخ الأخرى يؤخذ بما ورد في النسخة الأصلية

(ج) إذا قام المقاول بكتابة إجمالي المبلغ لبند ما دون أن يقوم بتدوين سعر الوحدة لهذا البند، أو كان سعر الوحدة رقماً غير واضح، فيتم احتساب سعر وحدة لهذا البند من قسمة إجمالي المبلغ على كمية البند.

(ح) إذا قدم المقاول تعديلاً على عطائه سواء بالخصم أو الزيادة كمبلغ مقطوع، يتم احتساب هذا المبلغ كنسبة من السعر المقروء قبل التصحيح وإعتمادها كخصم أو زيادة.

(خ) تقوم لجنة التقييم بإجراء جميع التعديلات على الأسعار دون التشاور مع المقاول لتبرير مبلغ التعديل. وإذا رفض المقاول قبول التصحيحات، سوف يتم رفض عرض سعره وتطبيق الإجراءات المنصوص عليها في خطاب إقرار الضمان.

١٩. حق صاحب العمل في قبول أي عرض سعر ورفض أي أو كل عروض الأسعار: يحتفظ صاحب العمل لنفسه بالحق في قبول أو رفض أي عرض سعر، وإلغاء عملية التنافس ورفض كل عروض الأسعار، في أي وقت قبل ترسية العقد، وذلك بدون أن يجلب على نفسه أي مسئولية قانونية تجاه المقاولين المتأثرين أو أي التزام لإعلام المقاولين المتأثرين بدوافع قرار صاحب العمل.

٢٠. الإعلان عن الترسية وتوقيع العقد: سوف يتم إعلام المقاول الذي قبل عرض سعره بالترسية من قبل صاحب العمل قبل نفاذ صلاحية عرض السعر، وذلك بخطاب قبول مسجل طالباً منه أن يقدم إلى صاحب العمل خلال ١٠ أيام من تسلم "خطاب الترسية" كغرامة مصرفية بضمان حسن التنفيذ بمبلغ ١٠٪ من قيمة العقد وطبقاً للنموذج المرفق (نموذج ضمان حسن التنفيذ). ويجب أن يبقى ضمان حسن التنفيذ صالحاً لمدة لا تقل عن ثمانية وعشرين (٢٨) يوماً بعد تاريخ انتهاء الأشغال أو العقد. سوف يصرح هذا الخطاب عن المجموع (في ما يلي وفي العقد يسمى "سعر العقد الأولي") الذي سوف يدفعه صاحب العمل إلى المقاول مقابل تنفيذ وإكمال، وصيانة الأعمال من قبل المقاول كما وصف في العقد. و سوف يشكل هذا الخطاب المكتوب إنشاءً للعقد.

٢١. الدفعة المقدمة: في حالة طلب المقاول للدفعة المقدمة، سوف يأخذ صاحب العمل بعين الاعتبار تزويد المقاول بدفعة مقدمة كما تعهد في الفقرة ١٧ من شروط العقد.

قسم ٢: شروط العقد

١. التعريفات: الطباعة الغامقة تستعمل لتعريف المصطلحات الموضحة.

(أ) جدول الكميات: يحدد تقديرات صاحب العمل لكميات كل بند من الأعمال؛

١. جدول النشاطات يعني الجدول المسعر والمكتمل مشكلاً جزءاً من العقد؛

(ب) تاريخ انتهاء الأعمال هو تاريخ انتهاء الأعمال كما يصادق عليه صاحب العمل؛

(ت) العقد هو العقد بين المقاول وصاحب العمل لتنفيذ، وإكمال، وصيانة الأعمال المفصلة في المواصفات أو في أي جزء آخر من العقد. يكون اسم ورقم العقد محدد في الدعوة لتقديم عرض السعر؛

(ث) المقاول هو الشخص أو الشركة والذي تم قبول عرض سعره من صاحب العمل لتنفيذ الأعمال؛

(ج) عرض سعر المقاول هو الوثيقة المكتملة (الدعوة لتقديم عرض سعر مع المرفقات) المقدمة من المقاول إلى صاحب العمل؛

(ح) سعر العقد هو السعر المذكور في خطاب القبول وبعد ذلك الحين كما تم تعديله حسب شروط العقد؛

(خ) الأيام تكون أيام تقويمية؛ الأشهر تكون أشهر تقويمية؛

(د) الخلل أو العيب هو أي جزء من الأعمال لم يكتمل بموجب العقد؛

(ذ) فترة المسؤولية عن العيوب تكون سنة واحدة تحسب من تاريخ إنهاء الأعمال؛

(ر) المعدات هي معدات وسيارات المقاول التي جلبت إلى الموقع لإنشاء الأعمال؛

(ز) المواد تكون كل التجهيزات، بما فيها المستهلكة، إستعملت من طرف المقاول لدمجها في الأعمال؛

(س) مشرف المشروع هو الشخص المعين من قبل صاحب العمل وهو الذي سيكون مسؤول عن الإشراف على تنفيذ الأعمال وعن إدارة الموقع؛

(ش) تاريخ انتهاء الأعمال المطلوب هو التاريخ الذي بموجبه سوف يُكمل المقاول الأعمال . تاريخ إنهاء الأعمال المطلوب هو (إدخال المدة المطلوبة). من تاريخ البدء المنصوص عليه في اخطار الترسية ويمكن تعديل تاريخ انتهاء الأعمال المطلوب من قبل صاحب العمل بإصدار تمديد زمني أو أمر تعجيل كتابياً؛

(ص) المواصفات تعني مواصفات الأعمال المشمولة في العقد وأية تعديلات أو إضافات تعمل أو تعتمد من قبل صاحب العمل؛

(ض) الموقع هو (إدخال الموقع).

(ط) تاريخ البداية يكون (إدخال التاريخ). وهو آخر تاريخ ليقوم المقاول بالبدء بتنفيذ الأعمال؛

(ظ) التغيير هو تعليمات تعطى من قبل صاحب العمل والتي تغيّر نطاق متطلبات الأعمال الأصلية.

(ع) **خطة الادارة البيئية (EMP):** هي وثيقة تبين الاحتياجات البيئية لهذا المشروع. تبين هذه الخطة الامور البيئية التي تنطبق على المشروع والاجراءات الاحتياطية التي يجب اتخاذها لمعالجة هذه الامور .

٢. **اللغة والقانون** سوف يكون العقد ب اللغة العربية. القانون الذي سوف يحكم العقد هو القانون المطبق في السلطة الوطنية الفلسطينية

٣. **وسائل الإتصال** تكون وسائل الإتصال بين الأطراف المشار إليها في هذه الشروط فعالة فقط عندما تكون كتابيا. سوف يكون الإخطار فعالا عند تسليمه.

٤. **مخاطر المقاول.** منذ تاريخ البداية حتى يكون مشرف المشروع قد أصدر شهادة إصلاح أية عيوب، يكون الأذى الشخصي، الموت، ضياع أو ضرر للملكية وللملكية المجاورة (بما فيها، وبدون تحديد، الأعمال، المواد والمعدات) مخاطر تقع على عاتق المقاول.

٥. **الأعمال تكون اكتملت عند تاريخ الانتهاء .** سوف يبدأ المقاول في تنفيذ الأعمال عند تاريخ البداية وينجز الأعمال بموجب جدول الأعمال المقدم من قبل المقاول، وكما يعدل بموافقة مشرف المشروع، ويكملها عند تاريخ انتهاء الأعمال المطلوب.

٦. **السلامة.** يجب أن يكون المقاول مسؤولاً عن سلامة جميع النشاطات في الموقع.

٧. **البيئة:** يجب على المقاول أن يلتزم بمتطلبات خطة الادارة البيئية والتي تعتبر جزءا من وثائق العقد ومتابعة تنفيذها إضافة إلى المحافظة على النواحي والموجودات الأثرية أثناء عمليات الحفر وضرورة التنسيق مع دائرة الآثار عند الحاجة. في حال عدم التزام المقاول بالإنهاء بمتطلبات خطة الادارة البيئية يقوم مشرف المشروع بتقدير تكلفة الأضرار والتي يجب على المقاول دفعها أو يسترد صاحب العمل تكلفة الأضرار بخصمها من أية مستحقات مالية للمقاول أو من كفالة حسن التنفيذ.

٨. **تمديد تاريخ انتهاء الأعمال .** سوف يمدد مشرف المشروع تاريخ انتهاء الأعمال إذا تم إصدار تغيير والذي يجعل تنفيذ وانتهاء الأعمال ضمن تاريخ انتهاء الأعمال المطلوب مستحيلا بدون أن يتخذ المقاول خطوات لتسريع الأعمال المتبقية، والتي من الممكن أن تجلب على المقاول تكاليف إضافية.

٩. **تأخيرات يطلبها مشرف المشروع.** يمكن لمشرف المشروع أن يعطي تعليمات للمقاول أن يؤخر بداية أو تقدم أي نشاط ضمن الأعمال. ألتأخيرات أو تعليق الأعمال من قبل مشرف المشروع والتي سوف تزيد من تكاليف المقاول سوف تكون عرضة لتعديل منصف من قبل صاحب العمل.

١٠. **العيوب.** سوف يعطي مشرف المشروع إخطارا للمقاول عن أية عيوب قبل نهاية مدة المسؤولية عن العيوب والتي ستبدأ عند إنهاء الأعمال. سوف يتم تمديد مدة المسؤولية عن العيوب طالما بقيت هناك عيوب لم يتم تصحيحها. في كل مرة يتم إعطاء إخطار عن عيب، سوف يصحح المقاول العيب خلال الفترة الزمنية المذكورة في إخطار مشرف المشروع. إذا

لم يتم المقاول بإصلاح العيب خلال الفترة الزمنية المذكورة في إخطار مشرف المشروع، سوف يقيم مشرف المشروع تكلفة إصلاح العيب، وسوف يدفع المقاول هذا المبلغ، أو سوف يسترجع صاحب العمل هذا المبلغ وذلك بخصمه من المبالغ المستحقة للمقاول.

١١. البرنامج. سوف يقدم المقاول، وخلال سبعة (٧) أيام من إشعار الترسية، لمشرف المشروع للموافقة برنامج يوضح الطرق العامة للترتيبات، التسلسل، وتوقيت كل نشاطات الأعمال. سوف لن تغير موافقة مشرف المشروع أي من التزامات المقاول التعاقدية. يمكن للمقاول تحديث البرنامج وتقديمه إلى مشرف المشروع في أي وقت. سوف يبين البرنامج المحدث تأثير التغييرات.

١٢. جدول النشاطات. سوف يزود المقاول جدول نشاطات محدث وذلك خلال عشرة (١٠) أيام من تعليمات مشرف المشروع. ستكون النشاطات على جدول النشاطات منسقة مع النشاطات على البرنامج.

١٣. التغيير في الكميات. سوف ينفذ المقاول كل النشاطات ويكملها وذلك بموجب نطاق العمل الموصف في العقد كجزء من الأسعار في جدول النشاطات والذي لا يكون عرضة لأي تغيير. في حالة عقود سعر الوحدة، سوف لا يتم عمل أي تعديل على سعر الوحدة إذا كان التغيير في الكمية لكل بند لا يتجاوز ٢٥٪ من الكمية المقدرة الأولية. إذا تجاوزت الكمية ٢٥٪ سوف يقرر مشرف المشروع ما إذا كان هناك تبرير لتعديل سعر الوحدة، بناءً على المعلومات التي يزودها المقاول، وسوف يثبت هذا السعر حسب ما يراه مناسباً وذلك بموافقة صاحب العمل.

١٤. شهادة الدفع. سوف يراجع مشرف المشروع الأعمال المنفذة من قبل المقاول ويصادق على مبلغ ليتم دفعه إلى المقاول. سوف تشكل قيمة الأعمال المنفذة قيمة البنود المكتملة من الأعمال أو النشاطات في جدول النشاطات.

١٥. الدفعات. يقوم صندوق تطوير وإقراض الهيئات المحلية بدفع قيمة الفواتير المقدمة لصاحب العمل من قبل المقاول وذلك لحساب المقاول مباشرة وذلك بعد تدقيقها واعتمادها ورفاقها بطلب دفع من قبل صاحب العمل و يتوجب على المقاول احضار شهادة خصم من المصدر أو الالتزام باقتطاعات ضريبة الدخل حسب النماذج المعدة لذلك عند كل دفعة حسب التعليمات الصادرة عن وزارة المالية بهذا الخصوص.

سوف يتم تعديل الدفعات بالأخذ بعين الاعتبار الدفعة المقدمة والاستقطاعات (الأموال المحتجزة Retention بنسبة ١٠٪ من قيمة الأعمال المنفذة). ويجب على صندوق تطوير وإقراض الهيئات المحلية أن يدفع للمقاول المبالغ التي يصادق عليها مشرف المشروع واعتمادها من الصندوق خلال خمسة وأربعين (٤٥) يوماً من تاريخ المستخلص. فإذا أخر صندوق تطوير وإقراض الهيئات المحلية الدفع بحق للمقاول أن تدفع له فائدة على الدفعة المتأخرة في الدفعة التي تليها. ويجب احتساب الفائدة من تاريخ وجوب سداد الدفعة وحتى تاريخ السداد الفعلي بسعر الفائدة السائد في البنوك المحلية لقروض الإنشاءات.

١٦. الضرائب. يكون المقاول مسئول عن كل الضرائب وذلك بموجب قوانين السلطة الوطنية الفلسطينية

١٧. **الدفعة المقدمة.** يمكن أن يدفع صاحب العمل دفعة مقدمة للمقاول وحتى قيمة عشرة بالمائة (١٠٪) من سعر العقد الأولي بعد أن يكون المقاول قد زود أية ضمان بنكي للدفعة مقدمة بقيمة مساوية. يجب على المقاول استخدام الدفعة المقدمة فقط لدفع ثمن المعدات والمنشآت والمواد ومصاريف التجهيزات المطلوبة على وجه التحديد لتنفيذ العقد، ويجب إثبات أن الدفعة المقدمة استخدمت لهذه الأغراض عن طريق توفير نسخ من الفواتير أو وثائق أخرى لمدير المشروع. يمكن أن يدفع صاحب العمل، عند طلب المقاول، الدفعة المقدمة مباشرة إلى موردي المواد و/أو إلى شركات تأجير المعدات في حال كون معدات المقاول مستأجرة. يجب أن يتم إسترجاع الدفعة المقدمة عن طريق خصم مبالغ متناسبة من الدفعات المستحقة للمقاول، ابتداء من الدفعة الثانية وتسترجع بالكامل عندما تصل نسبة الانجاز ٨٠٪.

١٨. **الإكمال والقبول.** عند طلب المقاول من مشرف المشروع إصدار شهادة إنجاز الأعمال سيصدر مشرف المشروع مثل هذه الشهادة عندما يقرر أن الأعمال قد إستكملت بشكل مرضي. و سوف يستلم صاحب العمل الموقع خلال سبعة (٧) أيام من إصدار مشرف المشروع شهادة إكمال الأعمال.

١٩. **المحاسبة الأخيرة.** سوف يزود المقاول مشرف المشروع بحساب تفصيلي عن إجمالي المبالغ والتي يعتبرها المقاول واجبة الدفع له تحت العقد وذلك قبل نهاية فترة المسؤولية عن العيوب. سوف يصدر مشرف المشروع شهادة إصلاح العيوب بعد أن يكون المقاول قد أوفى بالتزاماته تحت العقد لهذا الغرض ويصدق على أية دفعة نهائية والتي تكون مستحقة الدفع للمقاول خلا خمسة عشر (١٥) يوما من إستلام حساب المقاول إذا كان صحيحا وكاملا. إذا كان غير ذلك، سوف يصدر مشرف المشروع خلال خمسة عشرة (١٥) يوما جدول يصرح بنطاق التصليحات أو التغييرات والتي تكون ضرورية. إذا ما زال الحساب النهائي غير مرضي بعد أن يكون قد قدم مرة أخرى، سوف يقرر مشرف المشروع المبالغ الواجب دفعها للمقاول ويصدر شهادة دفع.

٢٠. يدفع المقاول تعويضات مقطوعة لصاحب العمل وتكون هذه التعويضات بمقدار ٠.١٪ عن كل يوم تأخير بعد تاريخ الانتهاء المقرر. سوف لا يتجاوز مجموع التعويضات المقطوعة ١٠٪ من قيمة العقد. يحق لصاحب العمل أن يقطع التعويضات المقطوعة من الدفعات المستحقة للمقاول. سوف لن تؤثر دفعات التعويضات المقطوعة على مسؤوليات المقاول.

٢١. **إلغاء العقد.** يجوز لصاحب العمل أو المقاول أن يلغي العقد إذا تسبب أي طرف في خرق أساسي للعقد. الخروقات الأساسية للعقد تشمل على سبيل المثال لا الحصر الحالات التالية:

أ) إذا توقف المقاول عن العمل لمدة عشرة أيام (١٠) متتالية عندما لا يكون التوقف قد سمح به مشرف المشروع؛

ب) إذا لم يدفع صاحب العمل إلى المقاول دفعة مصدقة من قبل مشرف المشروع خلال خمسة و اربعين يوما من تصديق مشرف المشروع؛

ج) إذا فشل المقاول في تصحيح خلل (عيب) خلال واحد وعشرين (٢١) يوماً من إخطاره بذلك من قبل مشرف المشروع؛ و

د) إذا أصر المقاول إكمال الأعمال لمدة ثلاثين (٣٠) يوماً.

ويغض النظر عن ما ورد أعلاه، يمكن لصاحب العمل أن يلغي العقد إذا إرتأى ذلك وذلك بإعطاء المقاول ثلاثين (٣٠) يوم إخطاراً كتابياً. إذا تم إلغاء العقد، سوف يتوقف المقاول فوراً عن العمل، ويجعل الموقع سليم وأمن، ويترك الموقع خلال خمسة عشرة (١٥) يوماً من إكمال مدة الإخطار.

٢٢. **القوة القاهرة.** يمكن لأي طرف أن يلغي العقد وذلك بإعطاء ثلاثين (٣٠) يوم إخطار للأخر نتيجة لأحداث خارج سيطرة ذلك الطرف، مثل الحروب، الزلازل، الفيضانات، الحرائق، الخ.

٢٣. **الدفع حين الإلغاء.** إذا كان إلغاء العقد بسبب خرق أساسي للعقد من قبل المقاول، سوف يصدر مشرف المشروع شهادة بقيمة الأعمال المكتملة والمواد التي تم طلبها بحسم منها الدفعة المقدمة التي استلمت حتى تاريخ إصدار الشهادة. إذا كان إجمالي المبالغ الواجب دفعها لصاحب العمل تتجاوز المبالغ الواجب دفعها للمقاول، سوف يكون الفرق دين واجب دفعه من قبل المقاول لصاحب العمل.

٢٤. **الملكية.** سوف تعتبر كل المواد ومعدات الإنشاءات في الموقع، الأعمال المؤقتة، والأعمال ملك لصاحب العمل إذا كان العقد قد الغي بسبب إهمال المقاول.

٢٥. **ممارسات الاحتيال والفساد.** يطلب البنك الدولي الامتثال ل "إرشادات البنك لمكافحة الفساد" والسياسات وإجراءات العقوبات السائدة على النحو المنصوص عليه في "إطار عقوبات مجموعة البنك الدولي"، على النحو المنصوص عليه في الملحق (أ).

٢٦. **فض النزاعات.** سوف يبذل صاحب العمل والمقاول كل جهد لحل ودي بالمفاوضات المباشرة لأي خلاف أو نزاع نشأ بينهما تحت أو ذا علاقة بالعقد. في حالة استمرار النزاع يستطيع أي طرف أن يأخذ المسألة إلى التحكيم وذلك بموجب القانون المطبق على العقد و قوانين السلطة الوطنية الفلسطينية. سوف يكون مكان التحكيم مناطق السلطة الوطنية الفلسطينية من خلال غرفة التحكيم الفلسطينية الدولية .

٢٧. **كفالة حسن التنفيذ- ضمان الصيانة**

يقدم المقاول إلى صاحب العمل خلال ١٠ أيام من تسلم "خطاب الترسية" كفالة مصرفية بضمان حسن التنفيذ بمبلغ ١٠ % من قيمة العقد وطبقاً للنموذج المرفق (نموذج ضمان حسن التنفيذ). ويجب أن يبقى **ضمان حسن التنفيذ** صالحاً لمدة لا تقل عن ثمانية وعشرين (٢٨) يوماً بعد تاريخ انتهاء الأشغال أو العقد. يتعين الاستعاضة عن كفالة حسن التنفيذ بعد الإستلام الأبدائي بكفالة بنكية تغطي خمسين في المائة (٥٠ %) من مبلغ كفالة حسن التنفيذ لتغطية المسؤولية عن فترة إصلاح العيوب.

٢٨. التأمين:

يقوم المقاول بتوفير التأمين باسمه وباسم صاحب العمل، منذ تاريخ البدء وحتى انتهاء فترة إصلاح العيوب، بالمبالغ اللازمة لتغطية الأحداث التالية الناجمة عن مخاطر المقاول:

أ- فقدان أو خراب الأشغال المشمولة بالعقد والمواد؛ بنسبة ١١٥ % من قيمة العقد.

ب- فقدان أو خراب المعدات : على المقاول إحضار وثائق التأمينات الخاصة بالمعدات.

ج- فقدان أو خراب الممتلكات الدائمة المتصلة بالعقد (باستثناء الأشغال المشمولة بالعقد والمواد)؛ بنسبة ٢٥ % من قيمة العقد.

د- الإصابات الشخصية أو الموت لكل من افراد طرفي العقد والطرف الثالث. لموظفي المقاول حسب قانون العمل الفلسطيني رقم ٧ لسنة ٢٠٠٠ وللطرف الثالث ١٠٠,٠٠٠ يورو.

ملحق (أ) لشروط العقد
الاحتيال والفساد
(لا يجوز تعديل هذا القسم)

١. الغرض

تتطبق "إرشادات البنك لمكافحة الفساد" وهذا الملحق على عمليات الشراء التي تتم بموجب عمليات تمويل مشاريع الاستثمار الخاصة بالبنك.

٢. المتطلبات

٢.١ يطلب البنك من المقترضين (بما في ذلك المستفيدين من تمويل البنك) ؛ والمناقصين والمستشارين والمقاولين والموردين، وأي مقاولين أو مستشارين أو مزودي خدمات أو موردين من الباطن؛ وأي وكلاء (سواء تم التصريح عنهم أم لا)، وأي من موظفيهم، أن يلتزموا بأعلى المعايير الأخلاقية أثناء إجراءات عملية الشراء والاختيار وتنفيذ العقد، للعقود الممولة من البنك، والامتناع عن ممارسات الاحتيال والفساد.

٢.٢ وتحقيقاً لهذه الغاية ، فإن البنك:

أ. يعرف ولأغراض هذه الأحكام المصطلحات المنصوص عليها أدناه، على النحو التالي:

١. "الممارسة الفاسدة": هي عرض أو إعطاء أو تلقي أو التماس أي شيء ذي قيمة بشكل مباشر أو غير مباشر للتأثير بشكل غير لائق على تصرفات طرف آخر.

٢. "الممارسة الاحتيالية": هي أي فعل أو إغفال -بما في ذلك التحريف- يضل عن قصد أو عن إهمال، أو يحاول تضليل طرف ما للحصول على منفعة مالية أو منفعة أخرى أو لتجنب التزام.

٣. "الممارسة التواطؤية": هي ترتيب بين طرفين أو أكثر مصمم لتحقيق غرض غير لائق، بما في ذلك التأثير بشكل غير لائق على تصرفات طرف آخر.

٤. "الممارسة القسرية": هي إضرار أو إيذاء أو التهديد بالإضرار أو الإيذاء، بشكل مباشر أو غير مباشر، بأي طرف أو ممتلكاته للتأثير بشكل غير لائق على تصرفات أحد الأطراف؛

٥. "الممارسة المعرقلة" هي:

أ. الإلتلاف أو التزوير أو التغيير أو الإخفاء لأدلة مادية للتحقيق أو الإدلاء ببيانات كاذبة للمحققين بشكل متعمد، من أجل عرقلة تحقيق البنك في مزاعم الفساد أو الاحتيال أو الإكراه أو التواطؤ، و/ أو التهديد أو المضايقة أو التخويف لأي طرف لمنعه من الكشف عن معرفته بالأمور ذات الصلة بالتحقيق أو لمنعه من متابعة التحقيق، أو

ب. الأعمال التي تهدف إلى إعاقة ممارسة حقوق البنك في التفتيش والتدقيق والمنصوص عليها في الفقرة (٢.٢/ج) أدناه.

ب. يرفض أي اقتراح بالإحالة إذا قرر البنك أن الفرد أو الشركة الموصى بالإحالة عليها، أو أي من موظفيها، أو وكلائها، أو مستشاريها أو مقاوليها من الباطن، أو أي من مزودي الخدمات، والموردين و/ أو موظفيهم، قد انخرطوا بشكل مباشر أو غير مباشر في ممارسات فاسدة أو احتيالية أو تواطئية أو قسرية أو معرقة خلال التنافس على العقد موضوع المناقصة؛

ت. يجوز له، بالإضافة إلى التدابير العلاجية القانونية المنصوص عليها في الاتفاقية القانونية ذات الصلة، اتخاذ الإجراءات المناسبة الأخرى، بما في ذلك الإعلان عن الشراء الخاطئ (misprocurement)، إذا قرر البنك في أي وقت أن ممثلي المقترض، أو المستفيد من أي جزء من عائدات القرض قد انخرطوا في ممارسات فاسدة أو احتيالية أو تواطئية أو قسرية أو معرقة أثناء إجراءات عملية الشراء والاختيار و/ أو تنفيذ العقد موضوع المناقصة، دون أن يتخذ المقترض الإجراء المناسب في الوقت المناسب والمرضي للبنك لمعالجة هذه الممارسات عند حدوثها، بما في ذلك الفشل في إبلاغ البنك في الوقت المناسب الذي علم فيه بهذه الممارسات.

ث. يجوز له، وطبقاً لـ "إرشادات البنك لمكافحة الفساد" ووفقاً لسياسات وإجراءات العقوبات السائدة لديه، أن يعاقب شركة أو فرداً -لأجل غير مسمى أو لفترة زمنية محددة- بما في ذلك التصريح علناً عن أن هذه الشركة أو الفرد غير ذي أهلية (١) أن يتم إحالة عقد ممول من البنك عليها/ عليه أو الاستفادة منه مالياً أو بأي طريقة أخرى^{٢٠}، (٢) أن يكون مقاولاً أو مستشاراً أو مصنعاً أو مورداً أو مقدم خدمة مسمى^{٢١} من الباطن لشركة أخرى ذات أهلية يتم إحالة عقد ممول من البنك عليها، و (٣) لتلقي عائدات أي قرض يقدمه البنك أو للمشاركة في إعداد أو تنفيذ أي مشروع يموله البنك.

ج. يطلب إدراج فترة في وثائق المناقصة/ طلب العروض وفي العقود الممولة بقرض البنك، تلزم المناقصين والمستشارين والمقاولين والموردين، والمقاولين والمستشارين ومزودي الخدمات والموردين من الباطن وموظفي الوكلاء، بأن يسمحوا للبنك بفحص^{٢٢} جميع الحسابات والسجلات والمستندات الأخرى المتعلقة بعملية الشراء و/ أو الاختيار و/ أو تنفيذ العقد، وإجراء تدقيق عليها من قبل المدققين المعيّنين من قبل البنك.

^{٢٠} تلافياً للشك، فإن عدم أهلية الطرف الخاضع للعقوبات لاحالة العقد عليه يجب أن تشمل دون تقييد (١) التقدم بطلب للتأهيل المسبق، والتعبير عن الاهتمام في الخدمات الاستشارية، وتقديم العطاءات إما بشكل مباشر أو كمقاول مسمى من الباطن، أو مستشار مسمى أو مصنع أو مورد مسمى أو مزود خدمة مسمى فيما يتعلق بهذا العقد، و (٢) الدخول في ملحق أو تعديل يُدخل تغييراً جوهرياً على أي عقد قائم.

^{٢١} المقاول الفرعي (من الباطن) المسمى، المستشار المسمى، المصنع أو المورد المسمى، أو مزود الخدمة المسمى (تستخدم أسماء مختلفة اعتماداً على وثيقة مناقصة معينة) هو الذي تم: (١) تضمينه من قبل المناقص في طلبه للتأهيل المسبق أو عطائه لأنه يجلب خبرة ودراسة محددة وحاسمة تسمح للمناقص بالوفاء بمتطلبات التأهيل لمناقصة معينة، أو (٢) المسمى من قبل المقترض.

^{٢٢} عادة ما تكون عمليات الفحص في هذا السياق استقصائية بطبيعتها، وهي تشمل أنشطة تقصي الحقائق التي يضطلع بها البنك أو الأشخاص المعيّنون من قبل البنك لمعالجة مسائل محددة تتعلق بالتحقيقات/ عمليات التدقيق، مثل تقييم صحة ادعاء بشأن احتيال وفساد محتمل، من خلال الآليات المناسبة. ويشمل هذا النشاط على سبيل المثال لا الحصر: الوصول إلى السجلات والمعلومات المالية للشركة أو الفرد وفحصها، وعمل نسخ منها حسب الاقتضاء؛ الوصول إلى أي مستندات وبيانات ومعلومات أخرى وفحصها (سواء في نسخة مطبوعة أو إلكترونية) تعتبر ذات صلة بالتحقيق/ التدقيق، وعمل نسخ منها حسب الاقتضاء، إجراء مقابلات مع الموظفين والأفراد الآخرين ذوي الصلة، وإجراء عمليات التفتيش المادي وزيارات الموقع، والحصول على التحقق من المعلومات من طرف ثالث.

القسم ٣. المخططات

القسم ٤. المواصفات

المواصفات الفنية

القسم ٥. جدول الكميات

القسم ٦. نموذج خطاب تقديم عرض سعر

التاريخ: (إدخال التاريخ)

إلى: (إدخال اسم البلدية)

(إدخال اسم البلدية و عنوانها)

نعرض نحن تنفيذ مشروع _____ رقم المشروع: (إدخال رقم المشروع) بموجب شروط العقد المرفقة لعرض السعر هذا ويسعر عقد _____ (المبالغ بالكلمات والأرقام) (اسم العملة) . نحن نقترح انتهاء الأعمال الموصوفة في العقد خلال مدة _____ (كلمات ورقم) أيام تقويمية من تاريخ البداية.

سوف يشكل عرض السعر هذا وقبولكم الكتابي عقداً ملزماً بيننا. نحن نفهم بأنكم غير ملزمين بقبول أقل الأسعار أو أي عرض سعر تستلمونه.

بموجب هذا نؤكد نحن أن عرض سعرنا هذا يستجيب لمدة صلاحية العرض المطلوبة في وثائق العرض.

توقيع المخول _____

إسم وصفة الموقع _____

إسم المقاول _____

العنوان: _____

رقم الهاتف: _____

رقم الفاكس، إن وجد، _____

القسم ٧. نموذج إتفاقية عقد

إتفاقية

هذه الإتفاقية، عملت يوم _____ من ٢٠١٨ بواسطة وبين

_____ (إدخال إسم البلدية) _____ (أسم وعنوان صاحب العمل ويدعى فيما بعد "صاحب العمل") و

_____ (اسم وعنوان المقاول)

ويدعى فيما بعد "المقاول") من الطرف الآخر .

رقم المشروع:

حيث أن صاحب العمل يرغب في أن ينفذ المقاول (أدخل وصف الأعمال)

(إدخال إسم البلدية) اسم ورقم تعريف العقد ويدعى فيما بعد "الأعمال")

وصاحب العمل كان قد قبل عرض السعر المقدم من قبل المقاول وذلك لتنفيذ وإكمال هذه الأعمال ومعالجة أية عيوب فيها.

الآن، تشهد هذه الإتفاقية على التالي:

١. في هذه الإتفاقية، سوف يكون للكلمات والعبارات نفس المعاني كما يكون محدد لها على التوالي في شروط العقد المشار إليه فيما بعد، وسوف تعتبر لتشكل وتكون مقروءة وتفسر كجزء من هذه الإتفاقية.

٢. في إعتبار الدفعات التي سوف يدفعها صاحب العمل للمقاول كما سيتم ذكره لاحقاً، يعاهد المقاول صاحب العمل أن ينفذ ويكمل الأعمال ويعالج أية عيوب بهذا الشأن مطابقاً بذلك كل ما يتعلق بشروط العقد.

٣. يتعهد صاحب العمل أن يدفع للمقاول ، في مقابل تنفيذ وإكمال الأعمال ومعالجة العيوب حيث وجدت، سعر العقد أو أي مبلغ يصبح واجب الدفع بموجب شروط العقد في الأوقات والأسلوب الموصوف في العقد.

ختم

تم وضعه هنا بحضور كل من:

ختم، وصدق عليه وتم تسليمه من قبل

بمضور كل من:

توقيع صاحب العمل

توقيع المفاوض

القسم ٨. كفالة بنكية للدفعة المقدمة

إلى (إدخال اسم البلدية)

(إدخال اسم البلدية)

تاهيل طرق داخلية في بلدة رقم المشروع: (إدخال رقم المشروع) (اسم العقد)

السادة:

١. بموجب شروط العقد، الفقرة ١٦ ("دفعة مقدمة") من العقد المذكور (اسم وعنوان المقاول) (يسمى هنا فيما بعد "المقاول") سوف يودع لدى (اسم صاحب العمل) كفالة بنكية لضمان أدائه الصحيح والوافي تحت الفقرة المذكورة من العقد بقيمة (مبلغ الكفالة) (المبلغ بالكلمات).
٢. نحن، أأ (اسم البنك أو المؤسسة المالية)، بموجب تعليمات المقاول، نوافق أن نضمن بدون شروط وبشكل نهائي كملتزم رئيسي وليس ككفيل فقط، الدفع إلى بلدية (اسم صاحب العمل) عند أول طلب منه بدون أي حق إعتراض من طرفنا أيا كان وبدون أي مطلب له من المقاول، مبلغ لا يتجاوز (مبلغ الكفالة) (المبلغ بالكلمات).
٣. نحن أيضا نوافق أن أي تغيير أو اضافة أو أية تعديلات أخرى على شروط العقد أو الأعمال الواجب تنفيذها أو أية وثائق تعاقدية والتي يمكن أن تعد بين بلدية سنجل (اسم صاحب العمل) والمقاول، سوف لن تعفينا بأي طريقة من أي مسؤولية تحت هذه الكفالة، و نحن هنا نتنازل عن إخطارنا بمثل هذا التغيير، الإضافة أو التعديل.
٤. سوف تبقى هذه الكفالة سارية المفعول وبكامل مفعولها من تاريخ الدفعة المقدمة تحت العقد حتى تستلم بلدية (اسم صاحب العمل) دفعات بنفس القيمة من المقاول.

المخلص

التوقيع والختم

اسم البنك أو المؤسسة المالية:

العنوان: التاريخ

القسم ٩- نموذج ضمان حسن التنفيذ

(كفالة بنكية غير مشروطة)

[يملأ المصرف/مقدم العرض الفائز، الذي يوفر الضمان، نموذج ضمان حسن التنفيذ هذا بحسب التعليمات المشار إليها بين الأقواس، إذا كان صاحب العمل يحتاج هذا النوع من الضمان]

[أدخل اسم المصرف وعنوان الفرع أو المكتب المُصدِر]

المستفيد : [أدخل اسم وعنوان صاحب العمل]

التاريخ: [أدخل التاريخ]

ضمان حسن التنفيذ رقم :[أدخل الرقم]

تم إبلاغنا بأن [أدخل اسم المقاول] (يسمى فيما يلي "المقاول") قد تعاقد في عقد رقم [أدخل رقم العرض] المؤرخ لديكم، لتنفيذ [أدخل اسم العقد ووصف موجز للأعمال المفروضة عليه] (يسمى فيما يلي "العقد")

وعليه، فإننا نعي، بحسب شروط العقد، بأن ضمان حسن التنفيذ مطلوباً.

بطلب من المقاول، نحن [أدخل اسم المصرف] نلتزم بدفع أي مبلغ أو مبالغ لا تتجاوز بمجموعها مبلغ [أدخل المبلغ بالأرقام] ((أدخل المبلغ بالكلمات))^{٢٣} ، فور تسلمنا منكم أول طلب خطي مصحوباً بإفادة خطية تفيد بأن مقدم العرض قد أخل بالتزامه (بالتزاماته) تحت العقد دون الحاجة لأن تثبتوا أو توضحوا الأساس لطلبكم أو المبلغ المحدد فيه.

تنتهي صلاحية هذا الضمان ليس قبل ٢٨ يوماً من تاريخ إصدار شهادة القبول، وتحسب بناءً على نسخة من هذه الشهادة ستقدم لنا، أو في تاريخ [أدخل التاريخ باليوم والشهر والسنة]^{٢٤}، أيهما أولاً. وبالتالي، فإن أي طلب للدفع تحت هذا الضمان يجب أن نستلمه في هذا المكتب في ذلك التاريخ أو قبله.

^{٢٣}الكفيل (المصرف) سيدخل مبلغاً يمثل نسبة مئوية من قيمة العقد المحددة في العقد.

^{٢٤}أدخل التاريخ لثمانية وعشرين يوماً بعد تاريخ الانتهاء المتوقع. على صاحب العمل أن يعلم بأنه في حال تمديد مدة انتهاء العقد، سيحتاج صاحب العمل إلى طلب تمديد لهذا الضمان من الكفيل. يجب أن يكون هذا الطلب خطياً وقبل تاريخ الانتهاء المنصوص عليه في الضمان. في إعداد هذا الضمان، قد يرى صاحب العمل إضافة النص التالي إلى النموذج، في نهاية الفقرة قبل الأخيرة: "يوافق الكفيل على تمديد هذا الضمان لمرة واحدة ولفترة لا تتعدى [سنة/شهر] [سنة واحدة]، رداً على طلب صاحب العمل الخطي لمثل هذا التمديد، على أن يقدم مثل هذا الطلب إلى الكفيل قبل انتهاء هذا الضمان."

[توقيع (تواقيع) الممثل (الممثلين) المخول (المخولين) من المصرف]

موقع من قبل [توقيع (تواقيع) الممثل (الممثلين) المخول (المخولين)] بالنيابة عن [اسم المقاول] بصفة [اذكر الصفة]

وذلك بحضور [أدخل اسم وتوقيع الشاهد]
التاريخ [أدخل التاريخ]

القسم ١٠ : خطة الإدارة البيئية

(ملاحظة : يتم إرفاق خطة الإدارة البيئية حسب طبيعة المشروع)

القسم ١١ : نماذج خطة الإدارة البيئية

ملحق رقم (١):

(إسم المقاول والعنوان على ورق مروس)

تعهد المقاول بالالتزام وتنفيذ الشروط البيئية

أقر أنني قرأت وفهمت متطلبات وشروط خطة الادارة البيئية المرفقة لعرض الأسعار .
وأيضاً أقر ان اي تكاليف لازمة لاتمام متطلبات خطة الادارة البيئية واية متطلبات بيئية اخرى قد ينص عليها
جدول الكميات متضمنة في عرض الأسعار .
في حالة قبول عرضنا وارساء العقد علينا، فأنني سأقوم بتكليف السيد ----- بالتحقق من تنفيذ والالتزام
بالشروط البيئية المطلوبة.

----- التاريخ

----- التوقيع

----- اسم المقاول

ملحق رقم (٢):

(إسم المقاول والعنوان على ورق مروس)

تأكيد المقاول بالتزامه بتنفيذ خطة الادارة البيئية

أقر أنه وبعد إرساء العقد ----- (رقم العقد) ----- (اسم المشروع)، أنني على علم بالشروط والمتطلبات البيئية الموجودة في العقد والتي تم التنويه اليها في كتابي الخاص (بهذه الشروط والمتطلبات) المرفق بعرض الأسعار المقدم بتاريخ -----.

أقر بمقدرتي على الالتزام وتنفيذ الشروط الواردة في خطة الادارة البيئية. وبأن السيد ----- والذي يعمل لدينا بمنصب ----- قد تم تكليفه بالتحقق من تنفيذ والالتزام بالشروط البيئية المطلوبة. وهو على علم بشروط ومتطلبات خطة الادارة البيئية.

أقر أيضا أنه في حالة عدم التزامي بأي أو بكافة هذه الشروط، يقوم مشرف المشروع بتقدير تكلفة الأضرار التي يجب علينا دفعها أو يسترد صاحب العمل تكلفة الأضرار بخصمها من أية مستحقات مالية لنا أو من كفالة حسن التنفيذ.

التوقيع ----- التاريخ -----
اسم المقاول -----

القسم ١٢ : نموذج خطاب إقرار ضمان عرض السعر

[يملأ المقاول هذا النموذج بحسب التعليمات المشار إليها بين الأقواس]

التاريخ: [أدخل التاريخ]

اسم العقد: [أدخل اسم العقد]

رقم العقد: [أدخل الرقم]

إلى: _____

نحن ، الموقعون أدناه، نعلن بأننا:

٥. نعي بأن عرض السعر يجب أن يكون مدعماً بخطاب إقرار ضمان، حسب شروطكم.

٦. نقبل بأن أهليتنا لتقديم العروض/العطاءات متعلق في أي عملية شراء لصندوق تطوير و إقراض الهيئات المحلية لمدة [أدخل المدة] بدءاً من [أدخل تاريخ البدء]، إذا ما قمنا بالإخلال بالتزاماتنا تجاه العرض، بسبب أننا:

(أ) سحبنا عرض السعر خلال فترة صلاحية العرض المحددة من قبلنا في خطاب تقديم عرض الاسعار؛

(ب) لم نقبل بتصحيح الأخطاء الحسابية بموجب التعليمات المدرجة ضمن وثيقة استدراج العروض؛ أو

(ت) إذا تم إشعارنا بقبول عرضنا من قبل الهيئة المشترية خلال فترة صلاحية العرض، ولكننا (١) فشلنا أو رفضنا توقيع العقد خلال الفترة المحددة في خطاب القبول، أو (٢) فشلنا أو رفضنا أن نوفر ضمان حسن التنفيذ خلال الفترة المحددة في خطاب القبول.

٧. إن لم تتم ترسية العقد علينا، نعي أن اقرار ضمان العرض هذا ستنتهي صلاحيته بعد ١٠ أيام من انتهاء صلاحية العرض المقدم من قبلنا.

٨. نعي أننا إن كنا إئتلاف شراكة، فإن اقرار ضمان العرض يجب أن يكون باسم شركة الإئتلاف الذي يقدم العرض. وإذا لم يكن الإئتلاف مسجل قانونياً في وقت تقديم العرض، يكون اقرار ضمان العرض مسجلاً بأسماء كافة الشركاء المستقبليين في الإئتلاف.

توقيع [أدخل توقيع (توقيع) الممثل المخول] بصفة [أدخل الصفة]

الاسم [أدخل الاسم]

مخول لتوقيع العرض لصالح والنيابة عن [أدخل اسم الجهة المخولة]

بتاريخ [أدخل التاريخ باليوم والشهر والسنة]

15.4 Annex 4 - Sample Letter of Bid for works (In Arabic)

نموذج خطاب العطاء

تعليمات للمناقضين:

احذف هذا المربع بعد اكمال الوثيقة.
على المناقص تعبئة هذا النموذج وفقا للتعليمات الموضحة أدناه، وأن يقوم بتحضير خطاب العطاء على ورق مروس بالاسم الكامل وعنوان العمل للمناقص.
النصوص المائلة لمساعدة المناقصين في تحضير الخطاب.

التاريخ: [ادخل تاريخ تقديم العطاء: اليوم/الشهر/السنة].

اسم المناقصة: [ادخل اسم المناقصة].

رقم المناقصة: [ادخل رقم المناقصة].

رقم العطاء البديل: [ادخل الرقم إذا كان هذا عطاء بديلاً].

إلى: [ادخل اسم الجهة المشترية الكامل].

نحن الموقعون أدناه نقر بالآتي:

١. لا تحفظات لدينا: لقد قمنا بدراسة وثائق المناقصة، بما في ذلك الملاحق الصادرة وفقاً للفقرة (٨) من التعليمات للمناقضين، وليس لدينا أي تحفظات على هذه الوثائق؛
٢. الأهلية: نحن نفي بمتطلبات الأهلية وليس لدينا أي تضارب في المصالح وفقاً للفقرة (٤) من التعليمات للمناقضين؛
٣. إقرار ضمان العطاء: لم يتم تعليقنا أو الإعلان عن عدم أهليتنا من قبل الجهة المشترية بناءً على تنفيذ إقرار ضمان العطاء أو إقرار ضمان العرض وفقاً للفقرة (٦,٤) من التعليمات للمناقضين؛
٤. الاستغلال والاعتداء الجنسيين (SEA) و/أو التحرش الجنسي (SH): [حدد الخيار المناسب من (أ) إلى (ج) أدناه واحذف الخيارات الأخرى].
نحن [في حالة الانتلاف / ادخل: "بما في ذلك أي من أعضاء الانتلاف لدينا"/، وأي من المتعاقدين من الباطن:
أ. [لم نخضع للاستبعاد من قبل البنك لعدم الامتثال لالتزامات SH / SEA].
ب. [نخضع حالياً للاستبعاد من قبل البنك لعدم الامتثال لالتزامات SH / SEA].
ت. [خضعنا للاستبعاد من قبل البنك لعدم الامتثال لالتزامات SH / SEA، لكن قرار تحكيم في قضية الاستبعاد صدر لصالحنا].
ث. [خضعنا للاستبعاد من قبل البنك لعدم الامتثال لالتزامات SH / SEA لمدة عامين، وقدمنا فيما بعد وأثبتنا أن لدينا القدرة الكافية والالتزام بالامتثال لالتزامات الوقاية والاستجابة المتعلقة ب SH / SEA].
ج. [خضعنا للاستبعاد من قبل البنك لعدم الامتثال لالتزامات SH / SEA لمدة عامين، ولقد أرفقنا الوثائق التي توضح أن لدينا القدرة الكافية والالتزام بالامتثال لالتزامات الوقاية والاستجابة المتعلقة ب SH / SEA].

٥. **التوافق مع وثائق المناقصة:** نحن نعرض تنفيذ الأشغال التالية بما يتوافق مع وثائق المناقصة [أدخل وصفاً موجزاً للأشغال]؛

٦. **سعر العطاء:** السعر الإجمالي لعطائنا، باستثناء الخصومات المقدمة في البند (٧) أدناه هو:

[أدخل أحد الخيارين التاليين كما هو مناسب]

[الخيار الأول - في حالة كانت الأشغال رزمة واحدة]:

■ السعر الإجمالي: **تُقم بإدخال السعر الإجمالي للعطاء بالكلمات والأرقام، موضحا المبالغ بالعملة المختلفة؛**
أو

[الخيار الثاني - في حالة كانت الأشغال رزما متعددة]:

■ السعر الإجمالي لكل رزمة من الأشغال، **تُقم بإدخال السعر الإجمالي لكل رزمة بالكلمات والأرقام، موضحا المبالغ بالعملة المختلفة؛** و

■ السعر الإجمالي لكافة الرزم (مجموع كافة الرزم) **تُقم بإدخال السعر الإجمالي لكافة الرزم بالكلمات والأرقام، موضحا المبالغ بالعملة المختلفة؛**

٧. **الخصومات:** الخصومات المقدمة ومنهجية تطبيقها هي:

أ. الخصومات المعروضة: [حدد بالتفصيل كل خصم مقدم]؛

ب. منهجية تطبيق الخصومات لاحتساب السعر الصافي بعد تطبيق الخصومات هي كالتالي: [حدد بالتفصيل المنهجية التي ستستخدم في تطبيق الخصومات]؛

٨. **صلاحية العطاء:** تستمر صلاحية عطائنا حتى [أدخل التاريخ باليوم والشهر والسنة وفقا للفقرة (١٨,١) من التعليمات للمناقصين]، وسيبقى عطائنا هذا ملزما لنا ويمكن قبوله في أي وقت في أو قبل هذا التاريخ؛

٩. **كفالة حسن التنفيذ:** نلتزم إذا تم قبول عطائنا بإحضار كفالة حسن التنفيذ وفقا لوثائق المناقصة؛

١٠. **عطاء واحد لكل مناقص:** نحن لا نقدم أي عطاء آخر كمنافس منفرد، أو كمقابل من الباطن، ولا نشارك في أي عطاء آخر كعضو في ائتلاف، ونفي بمتطلبات الفقرة (٢,٤ ج) من التعليمات للمناقصين، بخلاف العطاءات البديلة المقدمة وفقاً لـ الفقرة (١٣) من التعليمات للمناقصين؛

١١. **التعليق والحرمان:** لا نخضع نحن وأي من مقاولينا من الباطن أو الموردين أو المستشارين أو المصنعين أو مزودي الخدمات لأي جزء من الأشغال، أو نخضع أو يديرنا كيان أو فرد يخضع للتعليق المؤقت أو للحرمان من قبل مجموعة البنك الدولي، أو الحرمان الذي تفرضه مجموعة البنك الدولي وفقاً لاتفاقية الإنفاذ المتبادل لقرارات الحرمان بين البنك الدولي وبنوك التنمية الأخرى، وعلاوة على ذلك نحن لسنا غير ذوي أهلية بموجب القوانين والأنظمة الرسمية في دولة الجهة المشترية أو وفقاً لقرار صادر عن مجلس الأمن التابع للأمم المتحدة.

١٢. **مؤسسة أو شركة مملوكة للدولة:** [حدد الخيار المناسب واحذف الخيار الآخر] "نحن لسنا مؤسسة أو شركة مملوكة للدولة" أو "نحن مؤسسة أو شركة مملوكة للدولة ولكننا نستوفي متطلبات الفقرة (٥,٤) من التعليمات للمناقصين"؛

١٣. **العمولات أو الاكراميات أو الرسوم:** لقد دفعنا أو سندفع العمولات أو الاكراميات أو الرسوم التالية فيما يتعلق بإجراءات المناقصة أو تنفيذ العقد: [أدخل الاسم الكامل لكل مستلم وعنوانه الكامل والسبب الذي دفعت مقابلته كل عمولة أو اكرامية أو رسوم ومبلغ وعملة كل عمولة].

اسم المستلم	العنوان	السبب	المبلغ والعملة
-----	-----	-----	-----
-----	-----	-----	-----
-----	-----	-----	-----

١٤. **عقد ملزم:** نحن ندرك أن هذا العطاء يشكل مع قبولكم الخطي له في كتاب القبول الموجه منكم إلينا عقداً ملزماً بيننا حتى تحضير وتنفيذ العقد الرسمي؛

١٥. **عدم الالتزام بالقبول:** إننا ندرك بأنكم لستم ملزمين بقبول العطاء الأقل تكلفة مقيمة أو أي عطاء آخر تستلمونه.

١٦. **الاحتيال والفساد:** نؤكد هنا أننا قد اتخذنا الخطوات اللازمة لضمان عدم انخراط أي شخص يتصرف باسمنا أو نيابة عنا في أي نوع من الاحتيال والفساد؛

اسم المناقص: [أدخل الاسم الكامل للمناقص].

اسم المفوض بالتوقيع نيابة عن المناقص: [أدخل الاسم الكامل للمفوض].

الوظيفة: [أدخل وظيفة الموقع على خطاب العطاء].

التوقيع: [أدخل توقيع المفوض].

التاريخ: [أدخل التاريخ].

*: في حالة العطاء المقدم من قبل ائتلاف، حدد اسم الائتلاف كمناقص.

** : يجب أن يكون للشخص الذي يوقع على العطاء تفويض رسمي من قبل المناقص لإرفاقه مع العطاء.

Part 2

Selection of consultants

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16 INTRODUCTION

16.1 Selection of Consultants

- (1) Hiring of local or international consultants is a crucial element in the project cycle. A project may not be ready for financing without Consultant's Services. An aid agreement may not be effective till a Consultant is in place. A tender document may not be issued or even prepared without a Consultant. A system may not be introduced or reformed without the Services of Consultant.
- (2) At the conceptual or project preparation stage it is to be thoroughly scrutinized to identify the areas where the Services of the Consultant is necessary if the technology involved is complex and not locally available and the concerned agency has no experience. Therefore, where it is considered expedient that the service of a Consultant is required, appointment of local or international Consultants should be considered. However, the Procuring Entities should be selective in appointment of Consultants.
- (3) International Consultants may be appointed when local expertise is not available. While using international Consultants arrangements should be made to ensure a mechanism for transfer of technology or expertise. Human resources development should form an integral part of any technical assistance program.
- (4) Consultants are generally appointed for the following purposes:

Project services		
Preparation services	Implementation services	Advisory services
Sector studies	Tender documents	Policy and strategy
Master plans	Procurement assistance	Reorganization/privatization
Feasibility studies	Construction supervision	Institution building
Design studies	Project management	Training/knowledge transfer
	Quality management	Management advice
	Commissioning	Technical/operating advice

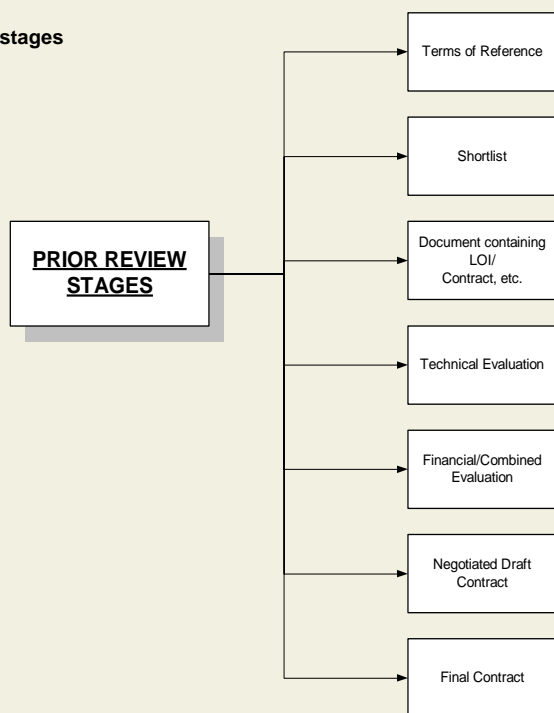
16.2 The Procuring Entity

- (1) Throughout this document the term Procuring Entity (PE) will be used since most of the consultancy services will be procured by the MDLF or larger municipalities.
- (2) The Procuring Entity (the LGU or the MDLF) will ensure that the following conditions are met:
 - (a) the procedures to be used will result in the selection of consultants who have the required professional 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.

16.3 The Municipal Development and Lending Fund (MDLF)

- (1) MDLF will finance consultancy services contracts provided that such contract will be in line with the following needs:
 - (a) the need for high-quality services,
 - (b) the need for economy and efficiency,
 - (c) The need for transparency in the selection process.
- (2) MDLF will ensure that the following conditions are met:
 - (a) the procedures to be used will result in the selection of consultants who have the necessary professional 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.
- (3) MDLF will be responsible for the entire process and for providing the Procuring Entity with the donor's No-objection after prior review by the donor following the stages in the figure below.

Figure 2: Prior review stages



17 SELECTION METHODS

17.1 SELECTION OF FIRMS

17.1.1	Quality & Cost Based Selection (QCBS)
17.1.2	Quality- Based Selection (QBS)
17.1.3	Least-Cost Selection (LCS)
17.1.4	Selection based on consultant Qualifications (COS)
17.1.5	Single-Source Selection (SSS)

17.2 SELECTION OF INDIVIDUAL CONSULTANTS

17.1 Selection of firms

Out of the selection methods used by World Bank²⁵ and depending on the size and type of the assignment, this manual recommends to use the following selection methods where Table 6 illustrates the recommended selection methods of consultants and their applicability limits and Table 7 recommends the selection method linked to the type of the assignment:

17.1.1 Quality & Cost Based Selection (QCBS)

This selection 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. In this case, the Procuring Entity shall refer to the PPL for procurement approaching local market, to the World Bank procurement regulation²⁶ for procurement approaching international market and to the respective documents to prepare the RFP. The steps for using the Quality and Cost Based Selection Method (QCBS) are:

- (a) Prepare TOR for the assignment;
- (b) Prepare requests for Expressions of Interests (EOI), (See Annex A for a sample Request for EOI), advertise, receive and evaluate expressions of interest, develop shortlist of consultants for the assignment (See Annex D for the Evaluation of EOI);
- (c) Obtain "No Objection" to the TORs,
- (d) For contracts subject to prior review Obtain "No Objection" to the shortlist;
- (e) Prepare Request for Proposals (RFP) using the Bank's standard RFP²⁷;
- (f) For contracts subject to prior review Obtain "No Objection" to the RFP and issue the RFP to the short-listed consultants;
- (g) Hold the meeting with the consulting firms requesting to visit the benefiting agency or site if specified in the RFP, document any questions for clarifications and their respective answers, and respond to all consulting firms requesting clarification; if there is a need to modify RFP documents due to answers provided to the consultants, or due to benefiting agency own initiative, such modifications shall be made through an amendment approved by the Donor;.
- (h) Receive technical and financial proposals;

²⁵ Refer to "World Bank Procurement Regulations for Investment Project Financing Borrowers, July 2016" revised in November 2020

²⁶ Same as above

²⁷ The Bank's standard RFP is available at <https://thedocs.worldbank.org/en/doc/65397aff51349c54bae25b66859e7c51-0290032021/original/SPDRRequestForProposalsCONSULTANTS-April-2021.docx>

- (i) Open and evaluate technical proposals and prepare technical evaluation report;
- (j) For contracts subject to prior review Obtain "No Objection" to the technical evaluation report;
- (k) Inform participating consultants of the results of the technical evaluation. Also, inform consultants who's proposals have passed the minimum score of the time and place for opening of the financial proposals;
- (l) Open and evaluate financial proposals. Prepare combined technical and financial evaluation report with recommendation of the winning firm and a signed copy will be sent to the donor for its information, invite the high ranked firm for negotiations;
- (m) Conclude negotiations and initial contract with the firm;
- (n) When applicable Obtain "No Objection" to the initialed contract;
- (o) Sign the contract with the consulting firm and provide the donor with copies;
- (p) Supervise the performance of the consultant; review their outputs and deliverables;
- (q) Review, approve and issue payments to the consultant.
- (r) For contracts with estimated cost below 100,000 USD, advertisement of REoI is not mandatory.

17.1.2 Quality- Based Selection (QBS)

In this method, the RFP may request submission of a technical proposal only (without financial proposal), or request submission of both technical and financial proposals at the same time, but in separate envelopes. This method is appropriate for the following types of assignments:

- a. Complex or highly specialized assignments for which it is difficult to define precise Terms of Reference (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-sectoral feasibility studies, financial sector reform).
- b. Assignments that have high downstream impact and in which the objective is to have the best experts (for example, feasibility and structural engineering design of such major infrastructural design, policy studies of national significance).
- 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).
- d. Under QBS, the Proposal quality is evaluated without using cost as an evaluation criterion. If the request for proposals requests both technical and financial Proposals, the financial Proposal of only the highest technically qualified firm is opened and evaluated to determine the Most Advantageous Proposal. However, if the request for proposals document requests only technical Proposals, the firm with the highest-ranked technical Proposal is invited to submit its financial Proposals for negotiations.

In this case, the Procuring Entity shall refer to the World Bank standard procedures²⁸ and documents to prepare the RFP.

²⁸ Refer to "World Bank Procurement Regulations for Investment Project Financing Borrowers, July 2016" revised in November 2020

The steps for using the Quality Based Selection Method (QBS) are:

- (a) Prepare TOR for the assignment;
- (b) Prepare requests for Expressions of Interests (EOI), advertise, receive and evaluate expressions of interest, develop shortlist of consultants for the assignment;
- (c) Obtain Donor's "No Objection" to the TORs, in case of prior review contract Obtain Donor's "No Objection to the shortlist;
- (d) Prepare Request for Proposals (RFP) using the World Bank's standard RFP;
- (e) In case of prior review contract Obtain Donor "No Objection" to the RFP and issue the RFP to the short listed consultants;
- (f) Receive technical and financial proposals;
- (g) Open and evaluate technical proposals and prepare technical evaluation report;
- (h) In case of prior review contract Obtain Donor "No Objection" to the technical evaluation report;
- (i) Inform participating consultants of the results of the technical evaluation. Also, inform consultants whose proposals have the highest technical score of the time and place for opening of his financial proposal;
- (j) Open and negotiate financial proposals only of the highest ranked technical proposal;
- (k) Conclude negotiations and initial contract with the firm;
- (l) In case of prior review contract Obtain Donor "No Objection" to the initialed contract;
- (m) The rest of financial proposals are returned unopened;
- (n) Sign the contract with the consulting firm and provide the Donor with copies;
- (o) Supervise the performance of the consultant; review their outputs and deliverables;
- (p) Review, approve and issue payments to the consultant.

17.1.3 Least-Cost Selection (LCS)

This method is 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. The minimum qualifying mark shall be established and stated in the RFP. Technical proposals are opened first and evaluated. Those scoring less than the minimum qualifying mark will be rejected, and the financial proposals of the rest are opened in public. The firm with the lowest price shall then be selected. All proposals above the minimum compete only on "cost". The detailed selection process is covered under *section 5* hereinafter. The steps for using the LCS are:

- (a) Preparing TORs for the assignments;
- (b) Prepare requests for Expressions of Interests (EOI), advertise, receive and evaluate expressions of interest, develop shortlist of consultants for the assignment;
- (c) Obtain Donor No Objection to the TOR and in case of prior review contract to the short list
- (d) Prepare Request for Proposals (RFP) using the World Bank's standard RFP;

"

- (e) Receive technical and financial proposals;
- (f) Open, evaluate technical proposals, prepare technical evaluation report, Prepare minutes of technical proposal opening session;
- (g) In case of prior review contract Obtain Donor "no objection" to the technical evaluation report.
- (h) Inform participating consultants of the results of the technical evaluation. Also, inform consultants whose proposals have passed the minimum score of the time and place for opening of the financial proposals. Those securing less than the minimum qualifying mark are rejected and their financial proposal shall be returned unopened;
- (i) Open and evaluate financial proposals and select the firm with the lowest price, prepare minutes for financial proposal opening session;
- (j) Prepare financial evaluation report with recommendation of the winning firm and a signed copy will be sent to the FP for its information, invite the high ranked firm for negotiations;
- (k) Conclude negotiations and initial contract with the winning consultant;
- (l) Provide the Donor with copies of the negotiated contract for its final clearance of the contract;
- (m) Supervise the performance of the consultant; review outputs and deliverables from the consultant;
- (n) Review, approve and issue payments to the consultant.

17.1.4 Selection Based on Consultant Qualifications (CQS)

This method may be used for small assignments for which the need for preparing and evaluating competitive proposals is not justified. Thresholds defining "small" has been determined in Table 6, taking into account the nature and complexity of the assignment. The detailed typical selection process is covered under *section 5* hereinafter.

- (1) The Procuring Entity shall select the Consultants with the best possible qualifications, since very small assignments may be very important and could be highly specialized advisory Services with a limited scope and duration.
- (2) The Procuring Entity shall not disregard quality while aiming to reduce the cost and time needed to hire a Consultant.
- (3) The Procuring Entity shall first prepare the TOR and then request the Expressions of Interest and qualification information on the Consultants' experience and competence relevant to the assignment from Consultants in the data base.
- (4) The Procuring Entity shall request expressions of interest (REOI), by attaching the TOR to the REOI. At least three qualified firms shall be requested to provide information about their relevant experience and qualifications.
- (5) The Procuring Entity shall establish a short-list and select the firm with the best qualifications and references (See Annex D for the Evaluation of EOI).
- (6) From the firms that have submitted an EOI, the Procuring Entity selects the firm with the best qualifications and relevant experience and invites it to submit its technical and financial Proposals for negotiations. Advertisement of REOIs is not mandatory.

- (7) The selected firm shall be asked to submit a combined technical-financial proposal and then be invited to negotiate the contract(see Annex H for a sample RFP-CQS).
- (8) The PE appoints a negotiating team whose members should be fully familiar with the TOR, the consultant's proposal, the comments and suggestions of the Evaluation Committee relating to the technical and financial evaluation reports, and recommendations of the decision-making authority (at least one member of the Evaluation Committee should take part in the negotiations).
- (9) For QBS, CQS, and SSS, where the financial conditions of the proposal can be negotiated, the team should have independent information on rates and salaries of consultant staff in their country. Both parties should appoint a chief negotiator and, if so required, the consultants' representative should submit a power of attorney.
- (10) Negotiations are based on a mutually agreed upon agenda composed of the main items to be negotiated, that is, methodology, work plan, proposed staff, inputs, financial terms, and special conditions of the contract.

17.1.5 Direct Selection-Single-Source Selection (SSS)

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 Procuring Entity and the project, and to ensure economy and efficiency and provide equal opportunity to all qualified consultants.

Single-source selection may be appropriate only if it presents a clear advantage over competition and shall be limited to the following cases:

- (a) for tasks that represent a natural continuation of previous work carried out by a Consultant within the last 12 months, where 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, if performance has been satisfactory in the previous assignment(s);
- (b) in emergency cases, such as in response to disasters and for consulting services required during the period of time immediately following the emergency;
- (c) for very small assignments as identified in Table 6;
- (d) when only one firm is qualified or has experience of exceptional worth for the assignment;
- (e) an existing contract for Consulting Services, may be extended for additional Consulting Services of a similar nature, if it is properly justified, no advantage may be obtained by competition, and the prices are reasonable; the procurement is of both very low value and low risk, as agreed in the Procurement Plan;

17.2 Selection of Individual Consultants

- (1) Individual consultants are employed on assignments for which:
 - (a) teams of personnel are 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 advisable to employ a firm.

- (2) Individual consultants are selected on the basis of their qualifications for the assignment. Advertisement is not required and consultants do not need to submit proposals (see Annex B).
- (3) When Open Competitive Selection of Individual Consultants is used REOs shall include complete TOR. Individual Consultants are selected from those that expressed interest in response to a REO.
- (4) Individual Consultants shall be selected through comparison of qualifications of at least three candidates among those who have expressed interest in the assignment or have been approached directly by the Procuring Entity (see Annex F for Evaluation).
- (5) Individuals considered for comparison on qualifications shall meet the minimum relevant qualifications and those selected to be employed by the Procuring Entity shall be the best qualified and shall be fully capable of carrying out the assignment.
- (6) Capability is judged on the basis of academic background, experience, and, appropriate, knowledge of the local conditions, such as local language, culture, administrative system, and government organization.
- (7) When the Procuring Entity has knowledge of experienced and qualified individuals and their availability, instead of issuing a REO, it may invite those individual Consultants that it deems qualified to provide the required Consulting Services. The complete TOR shall be sent with the invitation. Individual Consultants shall be selected from those that expressed interest in response to the invitation.
- (8) 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 consultants were selected competitively;
 - (b) Assignments with total expected duration of less than six months;
 - (c) Emergency situations resulting from natural disasters; and
 - (d) When the individual is the only consultant qualified for the assignment.

Table 6 Thresholds in USD for Consultants' Selection Methods and Prior review by the Funding Partners

Expenditure Category: Consulting Services	Contract Value Threshold (US\$)	Selection Method	Contracts Subject to Donor's Prior Review
Firms	No threshold	QCBS/QBS	All contracts for each of these 2 methods > 2\$ million
	<=USD 200,000	CQS	None
	<= US\$100,000	LCS	None
	No threshold	SSS	All contracts > \$2 million
Individuals	No threshold	IC	All contracts above US\$400k
	No threshold	SSS	All contracts above \$400k

Note: to determine the applicability limits of the threshold table for contracts in EURO, MDLF will convert the initial estimated cost in the Procurement Plan to US\$ calculated at the date of the advertisement based on the exchange rate published by the Palestinian Monetary Authority. The PP will be reviewed and the procurement method and/or prior/post review requirement will be modified if necessary

Table 7 Consultants selection methods and their applicability limits

Consultancy Service	Contract Limits	no threshold	<=US\$100,000	<=USD 300,000	Over \$USD 300,000 *
	<i>Selection method</i>	Single Source Selection (SSS), Individual consultants	Quality & Cost Based Selection (QCBS), Selection Based on Consultants' Qualifications (CQS) OR Least-Cost Selection (LCS) or SSS	QCBS, QBS or Selection Based on Consultants' Qualifications (CQS) or SSS	Quality & Cost Based Selection (QCBS) or QBS or SSS
	<i># of proposals or Participant bidders</i>	Single source/ 3 CVs	Short list not fewer than 5 and not more than 8	Short list not fewer than 5 and not more than 8	Short list not fewer than 5 and not more than 8
	<i>Solicitation Period</i>	not specified	15 days – 30 days	15 days – 30 days	30 days – 45 days
	<i>Request for Proposal documents to be used</i>	None	For LCS PA National RFP For CQS: Annex H	For QCBS, QBS : PA National RFP For CQS: Annex H	World Bank SRFP April 2021

*** Should be advertised internationally, in UNDB online , DG market, and GTAI Germany based on FP requirement.**

Note: to determine the applicability limits of the threshold table for contracts in EURO, MDLF will convert the initial estimated cost in the Procurement Plan to US\$ calculated at the date of the advertisement based on the exchange rate published by the Palestinian Monetary Authority. The PP will be reviewed and the procurement method and/or prior/post review requirement will be modified if necessary.

18 CONTRACTS TYPES

The types of contracts depend on the type of the assignment as indicated in Table 8 below, the types of contracts are as follows:

- (a) **Lump sum contracts**: Lump sum contracts are used mainly for assignments in which the content and the duration of the services a required output of the consultants are clearly defined. They are 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, preparation of bills of quantities and bidding documents and software programs. Lump sum contracts are easy to administer because payments are due on clearly specified outputs.
- (b) **Time based contracts**: This type of contract is appropriate when it is difficult to define the scope and the length of services, either because the services are related to activities by others for which the completion period may vary, or because the input of the consultants required attaining the objectives of the assignment is difficult to assess. This type of contract 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 staff (who are normally named in the contract) and on reimbursable items using actual expenses and/or agreed unit prices. The rates for staff include salary, social costs, overhead, fee (or profit), and, where appropriate, special allowances. This type of contract shall include a maximum amount of total payments to be made to the consultants. This ceiling amount should include a contingency allowance for unforeseen work. And duration and provision for price adjustments, where appropriate.
- (c) **Indefinite delivery contracts (price agreement)**: These contracts are used when LGUs or MDLF need to have "on call" specialized services to provide an advice on a particular activity, the extent and timing of which cannot be defined in advance. These are commonly used to retain "advisers" for implementation of complex projects (for example, dam panel), expert adjudicators for dispute resolution panels, institutional reforms, procurement advice, technical troubleshooting, and so forth, normally for a period of a year or more. The Procuring Entity and the firm agree on the unit rates to be paid for the experts, and payments are made on the basis of the time actually used.

Table 8 Correlation between Type of Assignment, Selection Method, and Type of Contract

Type of assignment/scope of work	Selection method	Type of contract
Critical studies in the field of policy, strategy, and management of Borrower's institutions Country economic, sector, or investment studies Masterplans Prefeasibility studies Complex feasibility studies Studies or design of complex projects Studies in new technology or human and social sciences	QBS	Time-based
Simple planning studies Simple feasibility studies Environmental studies Contract and detailed design of infrastructures Preparation of bidding documents Data processing Clearly defined strategy and management studies	QCBS	Lump sum
Technical assistance for institutional development Technical assistance for privatization programs	QBS or QCBS	Time-based or indefinite delivery
Technical assistance in investment projects	QCBS	Time-Based
Construction supervision	QCBS	Time-Based
Privatization operations	QCBS	Retainer and/or success fee ²⁹
Financial sector reforms	QBS	Retainer and/or success fee
Procurement/inspection	QCBS	Percentage Lump sum Lump sum
Simple, precisely defined assignment with fixed budget	SFB	
Standard or routine assignments costing less than US\$200,000	LCS	

²⁹ The proportion of retainer and success fees is often fixed in advance and is not subject to negotiation with the winning consultants.

19 THE SELECTION PROCESS

The typical selection process for consultants includes the following steps:

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19.1 Preparation of the Terms of Reference (TOR)

Terms of Reference shall be prepared for all consulting assignments.

- 1) The PE shall be responsible for preparing the TOR for the assignment. 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.
- 2) In preparing the TOR, the Procuring Entity shall generally provide the following information in order to assist Applicants in the preparation of their Proposals -
 - (a) background information on the Procuring Entity and about the broader project environment within which the assignment will take place;
 - (b) objectives and scope of the assignment;
 - (c) the duration of the assignment;
 - (d) Services and surveys necessary to carry out the assignment and the expected outputs (for example, reports, data, maps, surveys);
 - (e) Details of the number of staff to be trained, the training timetable and the topics, if already known, shall be specifically outlined where transfer of knowledge, or training is an objective to enable Applicants to estimate the required level of resources;
 - (f) the facilities and support to be provided to the Consultant by the Procuring Entity or user or beneficiary entity during the assignment; and
 - (g) Institutional arrangements;
 - (h) details of existing relevant studies and basic data and their availability and location of the data;

- (i) possibility of and conditions for the exemption of consultancy services from customs and excise duties, taxes and levies in the project-executing agency's country;
 - (j) local specifics and binding regulations relating to the conclusion of consultancy contracts, if any.
- 3) The PE and the consultants' respective responsibilities should be clearly defined in the TOR.
 - 4) TOR should not be too detailed and inflexible, so that competing consultants may propose their own methodology and staffing.
 - 5) The scope of the Services described in the TOR shall be consistent with the available budget; and
 - 6) Consultants shall be encouraged to comment on the TOR in their proposals.

19.2 Preparation of cost estimate and the budget

- 1) The cost estimate shall be based on the PE assessment of the resources needed to carry out the assignment: staff time, logistical support, and physical inputs (for example, vehicles, laboratory equipment).
- 2) Costs shall be divided into two broad categories:
 - (a) Fee or remuneration (according to the type of contract used); and
 - (b) Reimbursable, and further divided into foreign and local costs.
- 3) The cost of staff time shall be estimated on a realistic basis for foreign and national personnel.

19.3 Obtaining No objection on the TOR from the FP

- (1) MDLF will present the following documents to the FP for approval in due time before advertising the Request for Expressions of Interest (REOI):
 - (a) terms of reference;
 - (b) a reference to the timetable for the assignment and estimated timetable for the performance of consultancy services as indicated in the Procurement Plan;
 - (c) cost estimate for the consultancy services;
 - (d) type of contract (lump sum or time- based remuneration).
- (2) MDLF will inform the FP at all times and promptly of any delay and other changes in the course of the tender procedure that could jeopardize the successful completion of the project in accordance with the timetable, and will agree steps to remedy this situation with FP.

19.4 Advertising and Submission of Expressions of Interest (EOI)

- (1) A Request for Expressions of Interest (REOI) will be issued in order to receive the background information about interested Applicants necessary to prepare a short-list of Applicants to which, at a later date, the RFP will be issued.
- (2) For procurement approaching local market, the Request for EOI shall be advertised in at least one national newspaper for two days, on the free access website of the PE, and on the SPP and shall allow potential Applicants reasonable time (no less than fourteen (14) days) to present their Expressions of Interest. For contracts with an estimated cost below 100,000 USD advertisement of the EOI is not mandatory and the short-list can be established based on the previous experience of the PE.
- (3) Contracts expected to cost more than US\$ 300,000 (contracts cost over the threshold as identified in Table 6) shall be advertised in UNDB online, GTAI (kfw-tender@gtai.de), in *dgMarket*, and *AFD external website* as required by the World Bank, KfW, and AFD procedures.
- (4) The EOI Request shall contain at least the following information -
 - (a) the name and address of the Procuring Entity;
 - (b) a brief description of the assignment, detailing the scope of the intellectual and professional Services required;
 - (c) the requirement to provide information about experience, resources, professional staff, and delivery capacity indicating their qualification for the assignment;
 - (d) the place and deadline for submission of their written EOI; and
 - (e) any other details which the Procuring Entity considers to be of assistance to potential Applicants.
- (5) All EOI Requests shall state only one (1) place to which the EOI shall be submitted by a prospective Applicant, following the advertisement of a Request for EOI.
- (6) Requests for Expressions of Interest shall specify if the Expression of Interest may be submitted by other means than courier and mail, such as fax or e-mail.
- (7) Whenever a Joint Venture (JV) arrangement between national and foreign firms would be thought to facilitate performance of high quality Services, the Request for Expressions of Interest should mention that such JV would be welcomed or encouraged by the Procuring Entity, provided that, a Procuring Entity cannot make formation of such a JV a mandatory requirement in the RFP.

19.5 Opening of Expressions of Interest

- (1) Expressions of Interest shall be submitted by the due date and time and to the place specified in the advertisement.

- (2) There shall be no public opening for the Expressions of Interest.
- (3) A Procuring Entity shall, immediately after the deadline specified in the advertisement for Expressions of Interest, convene a meeting of the Proposal Opening Committee (POC), for the purpose of opening the Expressions of Interest and recording the names of all Applicants and any other pertinent details thereof.
- (4) The POC, having completed the record of opening, shall send the Expressions of Interest received and the opening record to the Proposal Evaluation Committee.

19.6 Evaluation of Expressions of Interest and Approval of Short-List

- (1) A Proposal Evaluation Committee (PEC) shall, on the basis of the information specified in the Request of Expressions of Interest, review and assess the Expressions of Interest received, in order to prepare a short-list composed of Applicants who are considered to be best qualified to undertake the assignment.
- (2) The assessment of an Applicant's qualifications shall review the following information requested in the Expressions of Interest to determine appropriateness for the assignment, using a qualification scale of Excellent, very Good, Good and poor or marking to determine the best combination of qualified Applicants as indicated in Annex A -;
 - (a) brochures submitted by the Applicants summarizing their facilities and areas of expertise;
 - (b) descriptions of similar assignments;
 - (c) experience in similar operating environments and conditions;
 - (d) client references;
 - (e) availability of appropriate experience and professional qualifications among Applicant's staff and adequate resources to carry out the assignment; and
 - (f) managerial strength and financial capacity;
 - (g) signed "Declaration of Undertaking" for projects financed by the KFW.

19.7 Preparation of the short-list of consultants

- (1) Following the assessment, the PEC shall prepare a short-list, it shall include not fewer than five (5) and not more than eight (8) Applicants which have met the requirements of the EOI and who in the opinion of the PEC indicate sufficient and adequate capacity to perform the assignment under consideration, and submit its report with recommendations to the Head of the Procuring Entity for approval.
- (2) If after assessment the number of short-listed Applicants is less than five (5), the PEC shall review the assignment to verify that -
 - (a) the format of the Request for Expressions of Interest was correct;
 - (b) it met the requirements of the Procuring Entity; and

(c) it was properly advertised.

- (3) If the process under Sub-Clause (5) was found to be in compliance with these Clauses, then a short-list with less than five (5) Applicants can be recommended by the PEC for the approval of the Head of the Procuring Entity.
- (4) The Procuring Entity may agree to Shortlists comprising a smaller number of firms when not enough qualified firms have expressed interest in the assignment, not enough qualified firms could be identified, or the size of the contract or the nature of the assignment does not justify wider competition.
- (5) If greater competition is sought, the Head of the Procuring Entity may give direction to make appropriate amendments to the assignment to make it more attractive to the consulting industry and then re-advertise the Request, but ensuring a wider publicity, provided that Procuring Entities shall not resort to the practice of re-advertisement as a routine matter, but instead should always make efforts to invite Expressions of Interest that will enable them to finalize adequate short-lists in the first round of advertisement.
- (6) Following the approval of the EOI Assessment Report by the Head of the Procuring Entity or an officer authorized by him or her or an Approving Authority, all Applicants participating in the EOI shall be informed whether or not they have been short-listed by the Procuring Entity.
- (7) Once the PE has received a "no objection" to a short list, the PE shall not add or delete names without the Donor's approval.
- (8) The following shall be observed during the preparation of the short list:
 - a. The nationality of a firm is that of the country in which it is registered or incorporated and in the case of Joint Venture, the nationality of the firm appointed to represent the Joint Venture;
 - b. The short list should preferably comprise consultants of the same category, similar capacity, and business objectives. Consequently, the short list should normally be composed of firms of similar experience or of not-for-profit organizations;
 - c. The short list may comprise entirely national consultants (firms registered or incorporated in Palestine);and
 - d. If foreign firms express interest, they shall be considered.
- (9) The following is not normally be included in the same Shortlist with private sector firms:
 - a. UN Agencies; or
 - b. SOEs or institutions and not-for-profit organizations (such as NGOs, and universities), unless they operate as commercial entities.
- (10) If such entities are included in the list, the selection should normally be made using QBS or CQS. The Shortlist shall not include individual Consultants.

19.8 Preparation and issuance of the Request for Proposal (for QCBS, LCS and QBS)

- 1) For procurement approaching local market, a Procuring Entity (PE) shall prepare the PA National Request for Proposal (RFP), whereas for procurement approaching international market the PE shall prepare the RFP document using the World Bank standard RFP³⁰ and distribute such Documents to the short-listed Applicants.
- 2) The RFP shall have, as a minimum the following information -
 - (a) the name and address of the Procuring Entity;
 - (b) a description of the assignment required, normally by means of a "Terms of Reference" (TOR);
 - (c) a requirement in respect of QCBS and LCS Methods that Proposals be submitted in two (2) sealed inner envelopes, each appropriately marked and placed together into one (1) single outer envelope that is sealed and marked as described in the RFP; and that one (1) inner envelope shall contain the Applicant's Technical Proposal without any reference to price and the second inner envelope shall contain the Applicant's Financial Proposal;
 - (d) a clear indication in the text of the RFP that failure to follow the instructions on sealing and marking of the envelope may result in pre-disclosure of price for which the Applicant shall be solely and entirely liable and may also constitute grounds for declaring the Proposal non-responsive;
 - (e) a reminder that Consultants for current consultancy assignments, which may involve potential future conflicts of interest, shall exclude themselves from participating in the Procurement of Goods and related Services and Works and physical Services which may follow as a result of or in connection with the consultancy assignment;
 - (f) a reminder that an Applicant who has carried out an earlier related assignment, whereby a potential conflict of interest may reasonably be considered to exist, then the Applicant shall also exclude itself from participation in the subsequent assignments;
 - (h) the Evaluation Criteria; and
 - (i) the type of Contract (lump sum, time-based etc..) and the Contract format to be used in which the respective obligations of both the Consultant and the Procuring Entity shall be stated.
- 3) The Procuring Entity shall list in the Request for Proposals Letter all the Documents to be included in the RFP. The RFP shall consist of -
 - (i) Request for Proposals Letter including the short-list;
 - (ii) Instructions to Consultants (ITC);
 - (iii) Proposal Data Sheet (PDS);
 - (iv) General Conditions of Contract (GCC);

³⁰<https://thedocs.worldbank.org/en/doc/65397aff51349c54bae25b66859e7c51-0290032021/original/SPDRequestForProposalsCONSULTANTS-April-2021.docx>

- (v) Special Conditions of Contract (SCC);
 - (vi) Standard Contract Form;
 - (vii) Terms of Reference (TOR); and
 - (viii) Appendices.
- 4) The Procuring Entity shall normally not change the standard RFP Document and any specific issues shall be addressed in the Proposal Data Sheet and in the Special Conditions of Contract.
 - 5) The Request for Proposals Letter shall state the intention of the Procuring Entity to enter into a Contract for the provision of consulting Services, the source of funds, the details of the beneficiary entity, the list of short-listed Consultants and the date, time and address for submission of Proposals.
 - 6) The ITC shall contain all necessary information to help Applicants prepare responsive Proposals and to make the selection procedure as fair and as transparent as possible by providing information on the Proposal submission process and the evaluation criteria.
 - 7) If a short-listed Consultant could derive a competitive advantage from having provided consulting Services related to the assignment in question, the Procuring Entity shall make available to all short-listed Consultants together with the RFP all information that would in that respect give such Consultant any competitive advantage over competing Consultants such as designs, study reports, strategy papers.
 - 8) The ITC shall specify the Proposal validity (normally about 3 months) depending on the complexity of the assignment, provided that to suit the requirements of a particular Procurement transaction shorter or longer periods may be authorized by the Head of a Procuring Entity or an officer authorized by him or her.
 - 9) The Procuring Entity may break down the assignment into its composite tasks (activities), if applicable, with each task showing the professional fees required and corresponding Reimbursables and a contingency, if desired, to provide for both physical and financial contingencies.
 - 10) Costs shall be generally divided into two (2) broad categories -
 - a) fees or remuneration according to the type of Contract used; and
 - b) **Reimbursable**, in the case of time-based contracts, which are amounts payable against Documentary evidence for expenses such as air tickets, per diems, visa costs, medical expenses, transportation costs, office rental costs, purchase of vehicles, office equipment, office furniture, etc.
 - 11) The items listed in Sub-Clause (10)(b) as reimbursable expenditures are examples only and shall vary according to the TOR and, in particular, the facilities to be provided to the Consultant by a Procuring Entity or user or beneficiary entity;

Example

If a Procuring Entity or user or beneficiary entity can provide office equipment, vehicles or both then there shall be no need for an Applicant to include those items in its estimate of costs.

- 12) The only actual fixed cost quoted by an Applicant in its Proposal is the fee rate or remuneration to be charged for its personnel to undertake the assignment.
- 13) Applicants shall be given at least the minimum time for preparation of Proposals specified in Table 7.
- 14) The RFP shall indicate the time periods whereby the Procuring Entity can entertain any request by an Applicant for clarification as well as the timing of the issue of the corresponding response.
- 15) The Request for Proposal may be sent to the short-listed Applicants by e-mail or by courier.
- 16) Considering the nature of a clarification requested it may become necessary to extend the deadline for submission of Proposals and such clarification shall also be issued to all short-listed Applicants.
- 17) If a pre-Proposal meeting is intended to clarify any issues, the time and date of the pre-Proposal meeting shall be specified in the RFP.
- 18) The RFP for QCBS shall consider the following when defining the evaluation criteria -
 - (a) Cost, as a criterion of selection, shall be considered judiciously and shall be of lesser importance in the evaluation of Proposals than the quality of the Proposals and the qualifications of the Applicant;
 - (b) the relative weight to be given to quality and cost shall be determined on a case-by-case basis depending upon the nature of the assignment and could be divided between quality and price as high as eighty percent and twenty percent (80% and 20%) respectively where, in cases like multidisciplinary, feasibility and management studies, the intellectual and professional quality of the Consultant is overriding;
 - (c) the minimum score to be achieved in the Technical Proposal evaluation shall be seventy five percent (75%);
 - (d) for standard types of Services such as pre-shipment and other inspection Services, Procurement Services, training of students in universities, and the like, where adequate quality is normally guaranteed by business or regulatory standards, the weighting between quality and price could be sixty-five percent and thirty-five percent (65% and 35%), sixty percent and forty percent (60% and 40%), fifty-five percent and forty-five percent (55% and 45%) or even as low as fifty percent and fifty percent (50% and 50%), whereby the LCS Method can also be relevant; and
 - (e) since cost is a criterion in the evaluation of Proposals, the RFP shall not state the budget or official estimate for the assignment that has been allocated by either the Procuring Entity or user or beneficiary entity, but it shall indicate the estimated or expected level of inputs of key professional staff, staff time being expressed in person-months or weeks or days, that is considered necessary to undertake the assignment in order to enable the Applicant to prepare its own cost estimate to carry out the assignment.
- 19) The following five (5) general criteria may be used to evaluate Technical Proposals -

- (a) Specific experience of the Applicants;
- (b) Adequacy of the proposed methodology and work plan in response to the TOR;
- (c) Key staff's qualifications and competence for the assignment;
- (d) Suitability of the transfer of knowledge program, i.e. training, where there is, such a program; and
- (e) National participation, i.e. the extent to which nationals have been included among key staff; where applicable.

20) When determining the points to each criterion under Sub-Clause (19), the Procuring Entity shall consider -

- (a) the points given to experience can be relatively low, since this factor has already been taken into account when short-listing the Applicant;
- (b) in the case of complex assignments, such as multidisciplinary, feasibility or management studies, more points should be given to the methodology and work plan and similarly higher points may be preferable for key staff in assignments where personnel input is of paramount importance;
- (c) transfer of knowledge may be more important in some assignments and in such cases, it should be given higher points to reflect its importance; and

when RFPs are issued on an international basis, points can be awarded for the use of national Consultants as key staff and generally the maximum number of points available shall be ten (10).

21) If prior review is required, the MDLF shall send the RFP including the shortlist of consultants to the Funding Partner requesting its No-objection.

Table 9 Allocation of Points to Main Criteria for different types of assignments

	SPECIFIC EXPERIENCE	ADEQUACY OF METHODOLOGY AND WORK PLAN	KEY STAFF QUALIFICATION S	TRANSFER OF KNOWLEDGE (WHERE APPLICABLE)	NATIONAL PARTICIPATION (WHERE APPLICABLE)	TOTAL POINTS
Guidance	5-10	20-50	40-60	0-20	0-10	100
Type of assignment						
1 Technical assistance/ training	5-10	20-35	50-60	0-20	0-10	100
2 Preinvestment studies	5-10	35-50	40-50	0-10	0-10	100
3 Design	5-10	30-45	40-50	0-10	0-10	100
4 Implementation/ supervision	5-10	20-35	50-60	0-10	0-10	100

19.9 Submission and Receipt of Proposals

- (1) The Applicants shall consider the following when submitting their Proposals -
 - (a) A short-listed firm is not allowed to form a joint venture with a firm that has not been short-listed without the approval of the Procuring Entity;
 - (b) A short-listed Applicant shall not participate in more than one Proposal;
 - (c) It is desirable that the majority of the proposed key professional staff are permanent employees of the firm or have an extended and stable working relationship with it;
 - (d) The *curricula vitae* shall be signed by the individual Consultants and dated;
 - (e) It is essential to ensure accuracy in the *curricula vitae* and commitment of key staff submitted with the proposals;
 - (f) A key professional shall not be proposed by more than one Firm, except for a nominated sub-consultant; and
 - (g) Non-compliance with these important requirements will result in rejection of the proposal.
- (2) The Applicants may request clarifications about the information provided in the RFP. The PE shall provide these clarifications in writing and copy them to all firms on the short list (who intend to submit proposals).
- (3) If necessary, the Procuring Entity may extend the deadline for submission of proposals.
- (4) 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. To safeguard the integrity of the process, the technical and financial proposals shall be submitted in separate sealed envelopes³¹.
- (5) Technical envelopes shall be opened by the POC immediately after the closing time for submission of proposals.
- (6) The financial proposals shall remain sealed and shall be deposited in a well closed safe place until they are opened publicly.
- (7) Minutes of the technical proposal opening event are kept, including lists of the firms that presented proposals and of the documents that were submitted. The POC should record the date and time each technical proposal was received and the date on which they were made available to the evaluation committee.
- (8) The Technical proposals are handed over to the evaluation committee for evaluation.

19.10 Evaluation of Technical Proposals

- (1) The PE shall appoint the Evaluation Committee of technical experts to evaluate the proposals specifying the chairmanship. The Committee is usually consisting of three to five

³¹ Unless the selection method is CQS, then a combined technical-financial proposal should be submitted.

qualified members, depending on the size and complexity of the assignment. After the Evaluation Committee has been appointed, its members should familiarize themselves with the RFP, in particular, the TOR, the evaluation criteria and sub criteria specified in the data sheet, and the selection procedures to ensure a fair and objective evaluation of proposals.

- (2) If Proposals are received or invited from Applicants with whom member(s) of the PEC have business or other close links, such member(s) shall be replaced, in order to avoid conflicts of interest.
- (3) The Evaluation Committee should meet shortly before the deadline for submission of the proposals (before opening the Technical Proposal to avoid bias by the knowledge of the contents of the proposal) to confirm that there is a common understanding of the evaluation method, the evaluation criteria and sub-criteria, and joint definition of the rating system, including the definition of the grades.
- (4) The PEC shall use the standard evaluation report in Annex G in the evaluation.
- (5) Under QCBS (Quality and Cost Based Selection), LCS (Least Cost Selection), the First Stage of the evaluation shall involve only an examination and evaluation of the Technical Proposals and such evaluation shall be carried out by the PEC as specified in the RFP.
- (6) The PEC members themselves shall evaluate each Proposal on the basis of its responsiveness to the TOR, and a Proposal shall be considered unsuitable or non-responsive and it shall be rejected if it does not respond to important aspects of the TOR (no important omissions or deviations from the stated objectives, or other key requirements of the RFP), or if it fails to achieve the minimum technical score specified in the RFP.
- (7) Each member of the PEC shall evaluate separately each Proposal, and then the score for each Proposal will be calculated as the average of the scores given by all members of the PEC for the respective Proposal.
- (8) The Evaluation Committee evaluates each technical proposal taking into account the criteria stipulated in the RFP, which shall be marked on a scale of 1-100 and the marks shall be weighted to become scores as stated in the RFP. The criteria should be divided into sub-criteria.
- (9) Once technical proposals are received and opened, consultants shall not be required nor permitted to change the substance of the Proposal, the key staff, and so forth.
- (10) In the event that only one (1) Proposal achieves the minimum technical score , then with the approval of the Head of the Procuring Entity, or an officer authorized by him or her or an Approving Authority (if the Approving Authority is below the level of the Head of the Procuring Entity), the Financial Proposal will be opened and examined.
- (11) A Procuring Entity shall forward a single Proposal to the PEC for evaluation if only one (1) is submitted on the due date and time, provided that all short-listed Applicants have been requested to submit Proposals allowing the time specified in the RFP.
- (12) In the case of major differences in the scores assigned by an individual evaluator, the Chairperson shall look into the differences and ask the concerned individual evaluator to

explain and justify his scores provided that,

- (a) if his justification has no convincing grounds, his evaluation shall be discarded;
 - (b) if his justification has convincing grounds and the evaluator turns out to be the only one mastering the subject, a new PEC shall be assembled in which the individual evaluator will be a member.
- (13) A Proposal Evaluation Report shall be prepared clearly indicating the technical score attributed to each Proposal, in order to identify Applicants who have achieved the required minimum technical score and who shall be considered in the combined technical and financial evaluation.
- (14) The evaluation and contract award shall be executed before the expiry of the proposal validity period.
- (15) Technical Proposals not achieving the minimum technical points required shall be considered not suitable and their Financial Proposals shall be returned unopened to the Applicant.
- (16) Evaluators of technical proposals shall not have access to the financial proposals until the technical evaluation is concluded and scores for each proposal is given based on criteria that have been selected and listed in the RFP.
- (17) The PE shall prepare a technical evaluation report of the "quality" of the proposals and, in the case of contracts subject to prior review, submit it to the MDLF (and/or the donor when applicable) for its review and "no objection". The report shall substantiate the results of the evaluation and describe the relative strength and weaknesses of the proposals. All records relating to the evaluation, such as individual mark sheet, shall be retained until completion of the project and its audit.
- (18) For contracts below the threshold, the PE will notify the MDLF (and /or the donor when applicable) of the results of the technical evaluation prior to opening the financial proposals.
- (19) If Prior review is required, the MDLF shall send the evaluation report to the Funding Partner requesting opening the financial Proposals.

19.11 Evaluation of financial proposals

- (1) After receiving the MDLF no-objection to the technical evaluation report, the PE notifies consultants whose proposals did not meet the minimum technical qualifying mark specified in the RFP, or were found to be none responsive, indicating that the consultant's financial proposals will be returned unopened at the end of the selection process.
- (2) The PE simultaneously notifies consultants whose technical proposals were above the minimum technical qualifying mark, and informs them of the date and time set for opening the financial envelopes. The opening date should be around two weeks, for the international bids and one week for national bids, after the notification date, to allow enough time for consultants to make arrangements to attend opening.

- (3) If the consultants were initially requested to submit financial proposals under QBS, the PE notifies the consultant with the highest ranked technical proposal and indicates the date and time set for negotiating the financial proposal and the contract. If technical proposals have been received, the Procuring Entity will request the highest ranked consultant to submit a financial proposal. One or two weeks is considered sufficient time in which to receive this financial proposal.
- (4) The evaluation committee should first review the financial proposals for arithmetical errors and consistency between the financial and technical proposals. Arithmetical errors should be corrected, omitted items evaluated, and the corresponding adjustments made to the offered prices to obtain the final evaluated prices.
- (5) If pricing of activities was required, activities and items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items.
- (6) Where an activity or line item is quantified in the Financial Proposal differently from the Technical Proposal, the Evaluation Committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal.

Example

If a Technical Proposal indicates the presence of the team leader at the assignment site for twelve (12) months and the Financial Proposal indicates only eight (8) months,, an adjustment should be calculated by adding the corresponding amount of staff remuneration to the proposed amount.

- (7) Reimbursable items priced by the Applicants shall be reviewed both for arithmetical errors and content and if it is determined that an item has been included that is not required by the Consultant, it shall be omitted from the Proposal and not considered in the financial evaluation.

Example

The Consultant has priced office rent while the RFP indicates that the Procuring Entity or the beneficiary entity will provide it.

- (8) In the case of Lump-Sum Form of Contract, no corrections shall be applied to the Financial Proposal.

19.12 Combined Evaluation of Technical Proposal and Financial Proposals - QCBS

- (1) The evaluation committee verifies that the financial proposals have remained sealed and then opens them publicly in the presence of representatives of the consultants who choose to attend.
- (2) The name of the consultant, the technical points, and the proposed prices shall be read aloud and recorded when the financial proposals are opened; No modification to the financial proposals is permitted.
- (3) For the purpose of comparing proposals, the evaluated prices should be converted to a single currency using the exchange rate, date, and source indicated by the PE in the RFP. The scores of the evaluated prices should then be calculated according to the formula provided in the RFP.
- (4) The evaluation committee weighs and combines the scores of the technical and financial proposals to obtain a final ranking of the proposals and recommendation for award.

Table 10 Combined Technical and Financial Evaluation

Technical Evaluation				Financial evaluation				combined
<i>Tech. Proposals</i>	<i>Tech. Points</i>	<i>Weight</i>	<i>Score</i>	<i>Financial offer (Million)</i>	<i>Points</i>	<i>Weight</i>	<i>Score</i>	<i>Total score</i>
<i>A</i>	86	80%	68.8	\$1.50	100	20%	13.3	82.1
<i>B</i>	83	80%	66.4	\$1.20	83.3	20%	16.66	83.06
<i>C</i>	75	80%	60	\$1.00	66.6	20%	20	80
<i>D</i>	69							Did not pass the minimum 75 points threshold

- (5) The financial score of each Proposal shall be determined in a manner so as to ensure that the Financial Proposal with the lowest evaluated cost is given one hundred (100) points and other Proposals pro-rata points, reduced by the same percentage that the cost of their Proposal is higher than that of the lowest cost Proposal.
- (6) The technical score plus the financial score gives the combined score and the Consultant with the highest combined score shall be invited for Contract negotiations (see Table 10).
- (7) If the project is subject to prior review, the MDLF shall send the combined evaluation report to the Funding Partner for its information Negotiations and Award of Contract
- (8) Upon completion of the Evaluation of the Proposals, a PEC shall -
 - (a) in the case of Quality and Cost Based Selection (QCBS) Method, review the combined Technical and Financial Evaluation Report and invite the Consultant that scored the

highest number of points in the combined Technical and Financial Evaluations for negotiations;

- (b) in the case of the Least Cost Selection (LCS) Method, invite the Consultant that quoted the lowest price among those who passed the minimum technical score threshold for negotiations.
- (9) The Procuring Entity shall notify the successful Consultant that its Proposal has been accepted and shall set a date for the commencement of Contract negotiations so that the Contract can come into force before the prescribed Proposal validity date expires.
- (10) A Proposal Evaluation Committee shall, in order to conclude a Contract, negotiate with the successful Consultant only on the following components of its Proposal:
 - a) Methodology;
 - b) Amendments to the Terms of Reference;
 - c) Work plan and activity schedule;
 - d) Organization and staffing;
 - e) Deliverables;
 - f) Training inputs, if training is a major component;
 - g) Client or Procuring Entity's inputs;
 - h) Reimbursables, in the case of time-based Contracts;
 - i) the level of customs and excise duties, taxes and levies in the project-executing agency's country, and the contractual obligation to pay these;and
 - j) Proposed Contract price.
- (11) Negotiations about the TOR but shall not significantly alter the original TOR so that the integrity of the negotiations and the content and findings of the technical Evaluation Report cannot be called into question.
- (12) Major reductions in work inputs should not be made solely to meet the budget.
- (13) After technical and financial negotiations are completed, the PE shall furnish to the MDLF, in sufficient time for its review, a copy of the initial negotiated contract.
- (14) Once the contract is awarded, firms may want to learn the reason why they were not selected. The Procuring Entity should provide reasonable, prompt, and satisfactory replies to all such requests. The Procuring Entity should not discuss the details of any other proposals. If the consultants are not satisfied with the Procuring Entity's explanation, they can request the MDLF to organize a debriefing meeting with the concerned MDLF staff.
- (15) A PEC shall neither seek nor permit changes in the rates quoted for staff remuneration proposed by an Applicant in selection methods where the Applicant's price is used as a factor in the evaluation.
- (16) For QBS, CQS, and SSS, where the financial conditions of the proposal can be negotiated, the team should have independent information on rates and salaries of consultant staff in

their country. Both parties should appoint a chief negotiator and, if so required, the consultants' representative should submit a power of attorney.

- (17) The PEC may require the consultant to substitute a key staff, if it was found during evaluation that he is not fit enough for the proposed assignment.
- (18) If an extension of validity of proposals was the reason that key staff were not available for a Firm, a change of key staff with equivalent or better qualification may be permitted.
- (19) During negotiations special attention shall be paid to defining clearly the inputs and facilities offered by the Procuring Entity.
- (20) The Procuring Entity shall use the standard contracts in Annex G.
- (21) The MDLF shall send the draft negotiated contract to the Funding Partner requesting its clearance.

19.13 Negotiations and Award of Contract

Figure 3 below illustrates the negotiation process.

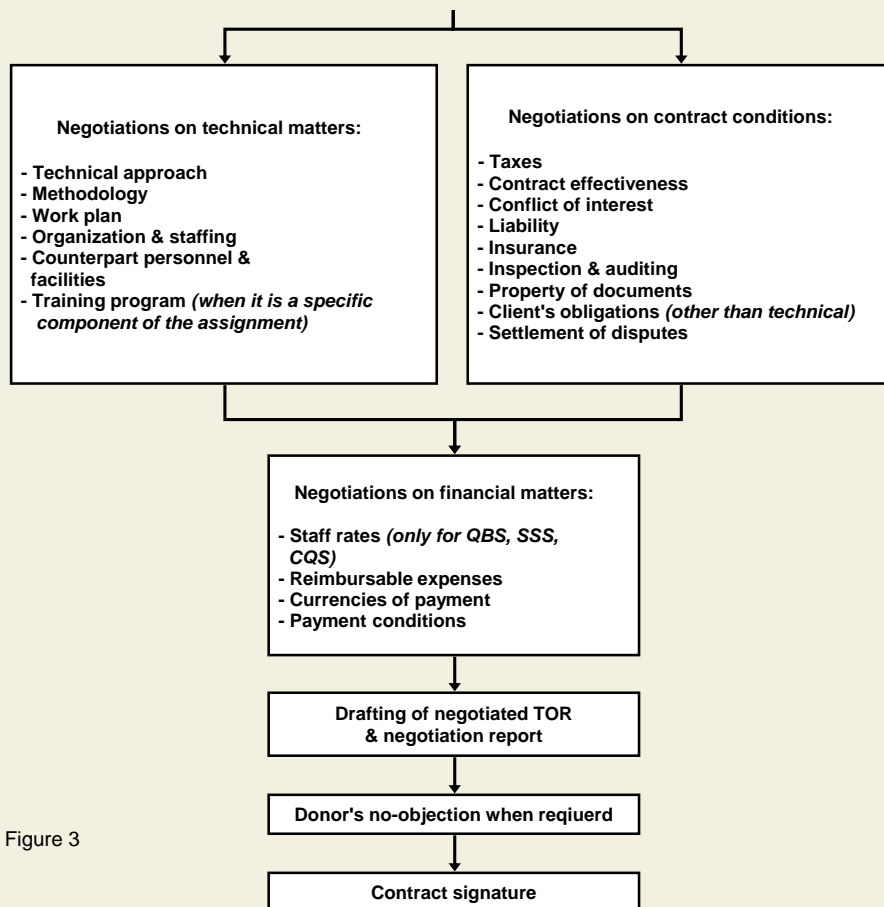


Figure 3

Fig. 18.1

19.14 Failure of Negotiations and Rejection of All Proposals

- (1) If the negotiations fail to result in an acceptable contract, the Procuring Entity shall terminate the negotiations and invite the next ranked firm for negotiations.
- (2) In case of contracts subject to prior review the MDLF shall consult with the Donor prior to taking this step. The consultant shall be informed of the reasons for termination of the negotiations.
- (3) Once negotiations are commenced with the next ranked firm, the PE shall not reopen the earlier negotiations.
- (4) After negotiations are successfully completed and the Donor has issued its no objection to the initialed negotiated contract, the Procuring Entity shall promptly notify other firms on the short list that they were unsuccessful.
- (5) If negotiations fail and all Proposals are found to be non-responsive and unsuitable, the Procuring Entity may, with the approval of the Head of the Procuring Entity, reject them under the following grounds -
 - (a) The Proposals present major deficiencies in responding to the RFP.
 - (b) The Cost Proposals are substantially higher than the estimated budget and could not be bridged during negotiations.
- (6) Before rejecting all Proposals, the Head of the Procuring Entity should investigate the feasibility of increasing the budget or scaling down the scope of Services to meet the original budget.
- (7) Before all the proposals are rejected and new ones are invited, the PE shall notify the MDLF, indicating the reasons for rejecting all proposals, and shall obtain the MDLF no objection before proceeding with a new selection process.
- (8) The new process may include revisiting the RFP (including the shortlist) and the budget. These revisions shall be agreed upon with the MDLF and in case the contract is subject to prior review, the Funding Partner's No-objection shall be obtained.
- (9) If the Head of the Procuring Entity decides finally to reject all Proposals, the Procuring Entity shall reassess the proposed TOR and budget and undertake an accurate review of the RFP (including the short-list) to reduce the risks of non-responsive Proposals.

20 ADMINISTRATION OF CONSULTANCY SERVICES CONTRACTS

- (1) Contract administration and management shall include all administrative, financial, managerial and technical tasks to be performed by the PE from contract award until it is successfully concluded or terminated and payment is made and disputes or claims resolved.
- (2) The PE shall apply professional contract administration and management techniques to ascertain the proper implementation of the signed contracts in line with the agreed conditions covering delivery, payments, quality control, completion and other related issues.
- (3) The PE shall ensure that Services to be procured conform to the TOR.
- (4) The PE shall hand over the contract management to a capable Manager to supervise the implementation.
- (5) The PE shall make available the logistic support and staffing (client's Input) defined in the Terms of Reference.
- (6) An increase in the scope of work exceeding the permissible percentage of the initial contract price shall require either a new Procurement proceeding or justification, if appropriate, as Single Source Procurement.
- (7) The PE shall amend the contract to reflect the changes introduced to the original terms and conditions of the contract. An amendment to contract shall generally include time extension.
- (8) Any major addition or amendment to the contract or the description of the services which it contains, any annulment of a clause in the contract require the prior approval of the FP. For this purpose the MDLF will inform FP in due time of the intended amendment, stating the reasons and enclosing a copy of the amendment to the contract.
- (9) For the purpose of controlling time, cost and quality; the contract administration for from inception to completion, may include -
 - (a) reviewing the quality of designs, studies and other Services provided for in the assignment;
 - (b) monitoring the progress and timely completion of deliverables for lump sum contracts and the person months for Time-based Contracts;
 - (c) monitoring the Consultant's reports and the availability of the key personnel specified in the Appendices for all types of Consultancy Contracts;
 - (d) providing timely comments and feedback to the Consultants reports in line with the provisions of the agreement;
 - (e) Consultant's adherence to the work plan and time allocations;
 - (f) provision of timely assistance to the Consultant provided for in the Contract;
 - (g) monthly payments or payments against deliverables;

- (h) determining if changes to the scope of work are appropriate;
- (i) monitoring delays, additional tasks and the need for extensions;
- (j) Indemnification; and
- (k) Other terms specified in the GCC and SCC.

Table 11 Consultant Conflicts of Interest: Range of Possible Cases

Category of Consultant Conflicts	Example	Is the Consultant allowed to take part	Risk for Client: Consultant may	Mitigation of Risk
Supply of goods and works whose specifications were prepared by the consultants	Equipment, computers	No	Favor its associates	Disqualification of consultant and affiliates
Continuation assignments	Detailed design after feasibility study	Yes	Influence TOR, bias feasibility- study recommendations	TOR of continuation drafted by third party who validates feasibility
Conflicting assignments	Environmental audit of consultants' project design by the same consultants	No	Apply partiality in assessing its own designs	Disqualify the consultant
Related assignment other than continuation	Restructured study of a public asset after preparing privatization plan	Yes (permissible upon conditions)	Unduly influence TOR of related assignment	Have third party draft TOR, or disqualify the consultant
Related assignment for competing clients	Study of a project competing- with another client's project	No (permissible upon conditions)	Advice to client(s) may be biased	Disqualify the consultant, or both clients agree on scope of work
Related unnecessary assignments	Study of superfluous alternatives	No	"Featherbedding" *	Disqualify the consultant
Unrelated useful assignments	Study of future projects	Yes	n.a	n.a.
Conflicting relationships	A consultant's staff has a family relationship with a client's staff involved in the selection process	No (permissible upon conditions)	Be unduly favored in the proposal evaluation process	Exclude the client's staff from the selection process, or disqualify the consultant
Conflicting relationships	The consultant includes a client employee in its technical proposal	No (permissible upon conditions)	Be unduly favored in the proposal evaluation process	The consultant shall attach to its proposal a client's certification stating that the involved client's employee is on leave without pay

* **Featherbedding** is the practice of requiring an employer to hire more workers than needed to handle a job

21 CONSULTANCY SERVICES CHECKLIST

This checklist as well as the previous one was developed to indicate the minimum requirements for any consultancy firm³² may be interested to bid for a particular project funded by the MDLF.

How to use checklist?

Example: if a particular Procuring Entity needs the services of a consultant to prepare the engineering design, drawings, and the bid documents for a project funded by the MDLF. The estimated cost of the project is \$20,000. The procurement official during the preparation of the expression of interest may ask for the following:

- i. The interested consultancy firm should be legally registered in the taxation department and operating as a legal entity in the country; (Column #2 in the checklist)
- ii. The firm shall be legally registered in a professional union such as the Palestinian Engineers Association.
- iii. The firm should be cleared from the income tax and should prove that during its application; and (Column #3 in the checklist)
- iv. The consultant should prove a two years relevant experience in similar projects. (Column #5 in the checklist)

Table 12 Checklist– Consultancy firm minimum requirements for services contracts

Contract Amount	Minimum requirements of a participating consultancy firm		
	Registered Firm -Tax Departments - Ministry of Economy & Trade -professional associations; accountants, engineers, etc.	Income Tax clearness	Past proven experience (at least two years in relevant projects)
< \$5,000	✓	✓	
\$5,000 - \$50,000	✓	✓	
\$50,000 - \$100,000	✓	✓	✓
> \$100,000 ³³	✓	✓	✓

³² Mainly local firms, any interested foreign firm should meet the same (or similar criteria used at their origin country) criteria.

³³ To be procured according to the World Bank Quality & Cost Based Selection QCBS method.

Annexes*

<i>Annex A</i>	<i>Sample Request for Expressions of Interest Form</i>
<i>Annex B</i>	<i>Request for CV of Individual Consultant - IC</i>
<i>Annex C</i>	<i>Sample of CV format for IC</i>
<i>Annex D</i>	<i>Evaluation Report of Expressions of Interest</i>
<i>Annex E</i>	<i>Sample of evaluation report for selection of IC</i>
<i>Annex F</i>	<i>Small Assignments – Time-Based Payments</i>
<i>Annex G</i>	<i>Small Assignments – Lump-Sum Payments</i>
<i>Annex H</i>	<i>request for proposal-(firms-CQS)</i>

*: for procurement in the local Market the Arabic Versions can be obtained from www.mdif.org.ps

22 ANNEX A - SAMPLE REQUEST FOR EXPRESSIONS OF INTEREST FORM

SAMPLE FORMAT REQUEST FOR EXPRESSIONS OF INTEREST (CONSULTING SERVICES – FIRMS SELECTION)

Country: *Palestinian Authority*

[NAME OF PROJECT]

Loan No./Credit No./ Grant No.: _____

Assignment Title: _____

Reference No. (as per Procurement Plan): _____

The *[insert name of Borrower/Beneficiary/Recipient]* *[has received/has applied for/intends to apply for]* financing from the World Bank toward the cost of the *[insert name of project or grant]*, and intends to apply part of the proceeds for consulting services.

The consulting services (“the Services”) include *[insert brief description, estimated level of effort (professional staff-months), implementation period, expected start date of assignment, etc. ensuring full consistency with the TOR attached or referred to in this REOI]*.

The detailed Terms of Reference (TOR) for the assignment *[insert one of the following: are attached to this request for expressions of interest.*

Or

can be found at the following website: (insert name of the website and URL address or link).

or

can be obtained at the address given below.]

The *[insert name of implementing agency/client]* now invites eligible consulting firms (“Consultants”) to indicate their interest in providing the Services. Interested Consultants should provide information demonstrating that they have the required qualifications and relevant experience to perform the Services. The shortlisting criteria are: *[insert criteria related to required qualifications and experience of the firm; such as core business and years in business, relevant experience, technical and managerial capability of the firm. The Qualifications and Experience of Key Experts shall not be included in the shortlisting criteria]*. Key Experts will not be evaluated at the shortlisting stage.

The attention of interested Consultants is drawn to Section III, paragraphs, 3.14, 3.16, and 3.17 of the World Bank’s “Procurement Regulations for IPF Borrowers” July 2016 *[or insert date of applicable Procurement Regulations edition as per the legal agreement]* (“Procurement Regulations”), setting forth the World Bank’s policy on conflict of interest. *[If applicable, insert the following additional text:]* In addition, please refer to the following specific information on conflict

of interest related to this assignment: *[insert information on conflict of interest related to the assignment as per paragraph 3.17 of the Procurement Regulations]*.

Consultants may associate with other firms to enhance their qualifications, but should indicate clearly whether the association is in the form of a joint venture and/or a sub-consultancy. In the case of a joint venture, all the partners in the joint venture shall be jointly and severally liable for the entire contract, if selected.

A Consultant will be selected in accordance with the *[insert approved selection method]* method set out in the Procurement Regulations.

Further information can be obtained at the address below during office hours *[insert office hours if applicable, i.e. 0900 to 1700 hours]*.

Expressions of interest must be delivered in a written form to the address below (in person, or by mail, or by fax, or by e-mail) by *[insert date]*.

[insert name of office]

Attn: *[insert name of officer & title]*

[insert postal address and/or street address]

[insert postal code, city and country]

Tel: *[include the country and city code]*

Fax: *[include the country and city code]*

E-mail: *[include e-mail address]*

23 ANNEX B – SAMPLE OF REQUEST FOR CV OF INDIVIDUAL CONSULTANT - IC

Procuring Entity : _____

Object : consulting services for _____

Madam / Sir _____

1. The [*Palestinian Authority*] received a grant from the (insert name of donor) in order to finance the [MDP]. part of this grant will be used to strengthen and to develop capacity building.

2. The MDLF/LGU of _____ benefits of this grant to finance activities related to its subproject and would wish to receive the assistance of an individual consultant with appropriate qualifications and experience. The consultant will provide the services described in the following terms of references.

3. In order to evaluate the most suitable candidate on the same evaluation basis, we invite you to fill this Curriculum Vitae (CV) form. The CV will be sent to the following address before the following date ____ at ____ hours time precisely. Late CV will be rejected.

Address: _____

4. Following this evaluation session, an individual consultant will be chosen on the following criteria :

<u>CRITERIA</u>	<u>QUOTATION</u>
a) General qualifications (studies – diplomas)	/20
b) Adequacy for the Project	/50
c) Relevant experience	/30

Total : 100

5. You will be informed of the results of the evaluation ____ days after the due date of the CV deposit precedently indicated.

Please receive _____.

Signature _____

24 ANNEX C– SAMPLE OF CV FORMAT FOR IC

(hand writing will be accepted if lissible and in accordance of the following format)

Name:

Occupation:

Birth date:

Nationality:

Main skills:(half a page to give an overview of your qualifications related to the terms of references);

Education: (give a summary of your studies in a quarter of page, with the name of school or university, dates and diplomas).

Professionnal experience: (three quarter of page maximum).

1. Employments:(give the list of employments since the end of studies, beginning by the most recent. Indicate dates, employeur name, job decription, work location).

2 Consultancies:(give the list of consultancies provided with dates, location, scope of the work, delivered services, clients name as references. If you participated to these assignments as a team member, give the exact level of responsabily you had).

Country and language knowledge:

1. Experience in Municipal dvelopment: YES_____NO_____

IF YES give more details: _____

2. Language - level: (read/spoken/writen - medium/good/excellent)

I certify hereafter that the information given are true and represent the exact situation related to my qualifications and experience.

Signature _____ **Date :** _____

25 ANNEX D- EVALUATION REPORT OF EXPRESSIONS OF INTEREST

Name of Project:

Grant No.:

Assignment Name:

Reference Number:

DATE OF SUBMISSION:

TABLE OF CONTENTS

**1. PUBLISHED EXPRESSIONS OF INTEREST
2. LIST OF CONSULTANTS EXPRESSING INTEREST
3. THE EVALUATION PROCESS.....
4. EVALUATION CRITERIA AND SCORES
5. CONSULTANTS STRENGTHS AND WEAKNESSES.....
6. RECOMMENDED SHORTLIST/CONSULTANT**

1. PUBLISHED REQUEST FOR EXPRESSIONS OF INTEREST (REOI)

NAME OF NEWSPAPER(S) AND DATE(S) OF PUBLISHING:

(ATTACH COPY OF PUBLISHED REOI)

2. List of Consultants Expressing Interest

No.	Consultant	Address
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

3. The Evaluation Process

3.1 Members of the evaluation committee (3-5 members):

1. _____
2. _____
3. _____
4. _____
5. _____

3.2 EVALUATION CRITERIA

- | <u>Criteria</u> | <u>Weight</u> |
|---|---------------|
| 1. qualifications in the field of the assignment; | |

2. technical and managerial capabilities of the firm;
3. core business and years in business;
4. qualifications of key staff;
5. client references; and
6. administrative and financial strength.

3.3 Brief description of the valuation process:

The scores achieved by each consultant expressing interest are shown in Table-1.³⁴

³⁴attach individual evaluation sheets (if available)

4. Evaluation Criteria and Scores

Evaluation Table

[illegible]

Use Excellent, very Good, Good and poor
or point system and Minimum Qualifying score: _____,

Members of the Evaluation Committee:

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

Name: _____ Signature: _____ Date: _____

5. Consultants' Strengths and Weaknesses

[illegible]

6. Recommended Shortlist of consultants/consultant

For QCBS, QBS and LCS:

Based on the above-mentioned evaluation process of the documentation provided by the consultants, and considering the strengths and weaknesses of each consultant, the evaluation committee recommended the following short list of qualified consultants to receive the RFP for _____ (Name of assignment.).

Names and addresses of shortlisted consultants:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

For CQS:

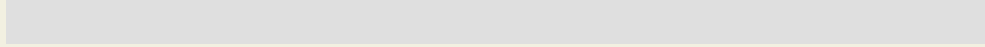
Based on the above mentioned evaluation and considering the strengths and weaknesses of each consultant, the recommendation of the evaluation committee is to select _____ (Name and address of selected Consultant) as the top-ranked qualified firm to be invited to submit a combined technical and financial proposal to undertake the _____ (Name of assignment.).

Members of the Evaluation Committee:

Name: _____	Signature: _____
Date: _____	
Name: _____	Signature: _____
Date: _____	

Name: _____
Date: _____

Signature: _____



26 ANNEX E – SAMPLE OF EVALUATION REPORT FOR SELECTION OF IC

Country: Palestine

Project Title:

Date:

1. Project Name:
2. Implementing Agency:
3. Name and brief description of consulting assignment:
4. Total Estimated Cost of the assignment: US\$Equivalent
5. Period of the Assignment:
6. Date of Issue of the Request for Proposals Letter (advertisement):
7. Number of applications received:
8. Name of individual consultants considered for the evaluation:
 -
 -
 -
9. Evaluation Criteria basis:
 - I. General Qualifications – 20 points*
 - II. Adequacy for the Project – 50 points*
 - III. Relevant Experience – 30 points*
10. Name of consultants who submitted CVs:
 -
 -
 -

(attach copy of CVs)
11. Members of Evaluation Committee:
 - – *President*
 - – *Member*

- – Member

12. Results of evaluation of CVs with respect to TOR and other evaluation criteria/requirements

Individual Consultant Summary Evaluation Sheet

Consultant Names	General Qualifications (max. 20 Points)	Adequacy for Project (max. 50 Points)	Relevant Experience (max. 30 Points)	Rating (average points of all evaluation committee members)

Name of consultant	Rating	Strengths	Weaknesses

13. Based on the substantial responsiveness of the best evaluated CV with respect to compliance with technical and other related aspects specified in the TORs the following award of contract is recommended:

Name of the Selected Individual Consultant:

Contract Price:

Period of Consulting/Services:

14. Complaints, if any:

Signature

26.1 Section 6. Standard Forms of Contract

[Text in brackets provides guidance to the Client for the preparation of the RFP; it should not appear on the final RFP to be delivered to the short-listed Consultants]

For contracts of US\$300,000/ or less, Consultants may use one of the two Donor sample contracts (time-based or lump-sum payments) attached.

*Sample Contract for Consultant Services
Small Assignments Time-Based Payments,*

*Sample Contract for Consultant Services
Lump-Sum Payments*

The attached Form of Contract shall be used.

27 ANNEX F SMALL ASSIGNMENTS – TIME-BASED PAYMENTS

SAMPLE CONTRACT FOR Time-Based Payments

CONTRACT FOR CONSULTANT'S SERVICES Time-Based

Project Name _____

[Loan/Credit/Grant] No. _____

Assignment Title: _____

Contract No. _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

TIME-BASED

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the "Client") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the "Consultant").]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received *[or has applied for]* a loan *[or credit or grant]* from the *[Insert as appropriate: International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)]* toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan/credit/grant]* to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/financing/grant]* agreement, including prohibitions of withdrawal from the *[loan/credit/grant]* 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 the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the *[loan/financing/grant]* agreement or have any claim to the *[loan/credit/grant]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 "Fraud and Corruption";
 - (b) The Special Conditions of Contract;

(c) Appendices:

- Appendix A: Terms of Reference
- Appendix B: Key Experts
- Appendix C: Remuneration Cost Estimates
- Appendix D: Reimbursables Cost Estimates
- Appendix E: Form of Advance Payments Guarantee
- Appendix F: Code of Conduct (ES) *[Note to Client: to be included for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high]*
- Appendix G: Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C and Appendix D; Appendix E; and Appendix F *[Note to Client: to be included for supervision of infrastructure (such as Plant or Works) contracts and for other consulting service where the social risks are substantial or high]*; and Appendix G. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

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

For and on behalf of each of the members of the Consultant [insert the name of the Joint Venture]

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

Note:

The complete version of the time-based contract for Consultant's Services Time-Based Payments can be accessed from the world bank website at:
<https://thedocs.worldbank.org/en/doc/65397aff51349c54bae25b66859e7c51-0290032021/original/SPDRequestForProposalsCONSULTANTS-April-2021.docx>

28 ANNEX G SMALL ASSIGNMENTS – LUMP-SUM PAYMENTS

SAMPLE CONTRACT FOR Lump-Sum Payments
CONTRACT FOR CONSULTANT'S SERVICES

Lump-Sum

Project Name _____

[Loan/Credit/Grant] No. _____

Contract No. _____

Assignment Title: _____

between

[Name of the Client]

and

[Name of the Consultant]

Dated: _____

I. Form of Contract

LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in the final text)

This CONTRACT (hereinafter called the "Contract") is made the *[number]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of Client or Recipient]* (hereinafter called the "Client") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

[If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "... (hereinafter called the "Client") and, on the other hand, a Joint Venture (name of the JV) consisting of the following entities, each member of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of member] and [name of member] (hereinafter called the "Consultant").]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, expertise and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received *[or has applied for]* a loan *[or credit or grant]* from the *[insert as relevant, International Bank for Reconstruction and Development (IBRD) or International Development Association (IDA)]*: toward the cost of the Services and intends to apply a portion of the proceeds of this *[loan/credit/grant]* to eligible payments under this Contract, it being understood that (i) payments by the Bank will be made only at the request of the Client and upon approval by the Bank; (ii) such payments will be subject, in all respects, to the terms and conditions of the *[loan/financing/grant]* agreement, including prohibitions of withdrawal from the *[loan/credit/grant]* 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 the decision of the United Nations Security council taken under Chapter VII of the Charter of the United Nations; and (iii) no party other than the Client shall derive any rights from the *[loan/financing/grant]* agreement or have any claim to the *[loan/credit/grant]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - (a) The General Conditions of Contract (including Attachment 1 "Fraud and Corruption");
 - (b) The Special Conditions of Contract;

(c) Appendices:

- Appendix A: Terms of Reference
- Appendix B: Key Experts
- Appendix C: Breakdown of Contract Price
- Appendix D: Form of Advance Payments Guarantee
- Appendix E: Code of Conduct (ES) **[Note to Client: to be included for supervision of infrastructure contracts (such as Plant or Works) and for other consulting service where the social risks are substantial or high]**
- Appendix F: Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration

In the event of any inconsistency between the documents, the following order of precedence shall prevail: the Special Conditions of Contract; the General Conditions of Contract, including Attachment 1; Appendix A; Appendix B; Appendix C; Appendix D; and Appendix E **[Note to Client: to be included for supervision of infrastructure (such as Plant or Works) contracts and for other consulting service where the social risks are substantial or high]**; and Appendix F. Any reference to this Contract shall include, where the context permits, a reference to its Appendices.

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
 - (a) the Consultant shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[Name of Client]*

[Authorized Representative of the Client – name, title and signature]

For and on behalf of *[Name of Consultant or Name of a Joint Venture]*

[Authorized Representative of the Consultant – name and signature]

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

For and on behalf of each of the members of the Consultant *[insert the Name of the Joint Venture]*

[Name of the lead member]

[Authorized Representative on behalf of a Joint Venture]

[add signature blocks for each member if all are signing]

Note:

The complete version of the lump-sum contract for Consultant's Services Lump-Sum Payments can be accessed from the world bank website at:

<https://thedocs.worldbank.org/en/doc/65397aff51349c54bae25b66859e7c51-0290032021/original/SPDRequestForProposalsCONSULTANTS-April-2021.docx>

29 ANNEX H REQUEST FOR PROPOSAL-(FIRMS-CQS)

Name of Project:

Grant No.:

Assignment Name:

Reference Number:

Date :

CONTENTS



CONTENTS.....

SECTION 1. REQUEST FOR PROPOSAL LETTER.....

SECTION 2. TECHNICAL PROPOSAL - STANDARD FORMS.....

SECTION 3. FINANCIAL PROPOSAL - STANDARD FORMS

SECTION 4. TERMS OF REFERENCE

SECTION 5. STANDARD FORM OF CONTRACT

Date:

(Assignment Name)

Section 2. Technical Proposal - Standard Forms

[Comments in brackets [] provide guidance to the short listed Consultant for the preparation of the Technical Proposal; they should not appear on the Technical Proposal to be submitted.]

TECH-1 Technical Proposal Submission Form

TECH-2 Brief Description of the Approach, summarized Methodology and Work Plan for Performing the Assignment

TECH-3 Team Composition and Task Assignments

TECH-4 Curriculum Vitae (CV) for Proposed Professional Staff

TECH-5 Work Schedule

FORM TECH-1 TECHNICAL Proposal Submission Form

[Location, Date]

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for implementation of the assignment as described in the attached terms of reference and in accordance with your Request for Proposal dated [.....] and our proposals. We are hereby submitting our technical and financial proposals for the proposed services.

Our proposals are binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

TECH-2	BRIEF DESCRIPTION OF THE APPROACH, SUMMARIZED METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

--

[illegible]

FORM TECH-2 TEAM COMPOSITION AND TASK ASSIGNMENTS

Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-3: CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. **Proposed Position**[only one candidate shall be nominated for each position]: _____
2. **Name of Firm**[Insert name of firm proposing the staff]: _____
3. **Name of Staff**[Insert full name]: _____
4. **Date of Birth**: _____ **Nationality**: _____
5. **Education**[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: _____
6. **Membership of Professional Associations**: _____
7. **Other Training**[Indicate significant training since degrees under 5 - Education were obtained]: _____
8. **Countries of Work Experience**: [List countries where staff has worked in the last ten years]: _____
9. **Languages**[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]: _____
10. **Employment Record**[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.]:
 From [Year]: ____ To [Year]: _____
 Employer: _____, Positions held: _____

11. Detailed Tasks Assigned <p>[List all tasks to be performed under this assignment]</p>	12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned <p>[Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11.]</p> <p>Name of assignment or project: _____</p> <p>Year: _____</p> <p>Location: _____</p> <p>Client: _____</p> <p>Main project features: _____</p> <p>Positions held: _____</p> <p>Activities performed: _____</p>
---	---

13. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

 [Signature of staff member or authorized representative of the staff] Date: _____
 Day/Month/Year

Full name of authorized representative: _____

FORM TECH-4 WORK SCHEDULE

N°	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

Section 3. Financial Proposal - Standard Forms

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal

[The Appendix "Financial Negotiations - Breakdown of Remuneration Rates" is to be only used for financial negotiations when Quality-Based Selection, Selection Based on Qualifications, or Single-Source Selection method is adopted, according to the indications provided under para. 6.3 of Section 2.]

- | | |
|-------|--------------------------------|
| FIN-1 | Summary of Costs |
| FIN-3 | Breakdown of Costs by Activity |
| FIN-4 | Breakdown of Remuneration |
| FIN-5 | Reimbursable expenses |

FORM FIN-1 SUMMARY OF COSTS

Item	Costs			
	<i>[Indicate Foreign Currency # 1]¹</i>	<i>[Indicate Foreign Currency # 2]¹</i>	<i>[Indicate Foreign Currency # 3]¹</i>	<i>[Indicate Local Currency]</i>
Total Costs of Financial Proposal ²				

1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.

2 Indicate the total costs, net of local taxes, to be paid by the Client in each currency.

FORM FIN-3 BREAKDOWN OF COSTS BY ACTIVITY¹

Group of Activities (Phase):²	Description:^{3 x}			
_____	_____			
_____	_____			
_____	_____			
	Costs			
29.1.1.1.1.1.1.1.1 <i>Cost component</i>	<i>[Indicate Foreign Currency # 1]⁴</i>	<i>[Indicate Foreign Currency # 2]⁴</i>	<i>[Indicate Foreign Currency # 3]⁴</i>	<i>[Indicate Local Currency]</i>
Remuneration ⁵				
Reimbursable Expenses ⁵				
Subtotals				

1 Form FIN-3 shall be filled at least for the whole assignment.

2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-4.

3 Short description of the activities whose cost breakdown is provided in this Form.

4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-1.

5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-3, and FIN-4.

FORM FIN-3 BREAKDOWN OF REMUNERATION

(This Form FIN-4 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name ²	Position ³	Staff-month Rate ⁴
Foreign Staff		
		[Home]
		[Field]
Local Staff		
		[Home]
		[Field]

- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-2.
- 4 Indicate separately staff-month rate and currency for home and field work.

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

(This Form FIN-5 shall only be used when the Lump-Sum Form of Contract has been included in the RFP. Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	International flights ³	Trip	
	Miscellaneous travel expenses	Trip	
	Communication costs between [Insert place] and [Insert place]		
	Drafting, reproduction of reports		
	Equipment, instruments, materials, supplies, etc.		
	Use of computers, software		
	Laboratory tests.		
	Subcontracts		
	Local transportation costs		
	Office rent, clerical assistance		

1 Delete items that are not applicable or add other items

2 Indicate unit cost and currency.

3 Indicate route of each flight, and if the trip is one- or two-ways.

ANNEX III

SIMPLIFIED PROCUREMENT ARRANGEMENT ANNEX FOR THE DEVELOPMENT OF AREA C IN WEST BANK

MARCH, 2017

1. Foreword

These simplified procurement arrangements have been prepared in order to cope with reality of working in Area C and to mitigate the possible institutional shortcomings while working with small.

Local Governmental Units (LGUs³⁵). It is not intended to replace or waive on a general basis the application of standard procurement manual of the Municipal Development and Lending Fund (MDLF).

These procurement arrangements will be applied and used by the LGUs, for implementing projects in Area C. The following chapters are self-explanatory for the original articles of the MDLF's procurement manual.

The procurement arrangements were prepared by MDLF in March 2017, approved by the Board of Directors (BoD) on 23/03/2017, and revised in February 2023.

2. Rational and Context

According to the Interim agreement (OSLO II of the year 1995), the Palestinian territory was divided into areas A, B and C, designating various levels of control; while Area A designates Palestinian Authority complete autonomy over administrative and security issues, Area B grants Palestinians only civil and administrative responsibilities, on the other hand Area C has Israel's full control over.

Area C represents over 60% of the West Bank's land-mass. It is the area where Israel retains almost exclusive control over law enforcement, planning and construction. According to the latest figures provided by OCHA there is an estimated 297,000 Palestinians living in 533 residential areas throughout Area C.

In 1972 some 1000 settlers lived in the West Bank. This population grew exponentially by the end of 2012 as were estimated 341,000 Israeli settlers living in 135 settlements and some 100 outposts in Area C. Palestinian access to, movement within, and use of land in Area C is restricted by a complex system of physical and administrative rules and regulations. The settlements physically occupy 11% of Area C yet the territory they actually control is much higher. 70% of Area C is included within the boundaries of the regional councils of Israeli settlements; therefore, they are off-limits from Palestinian use and development. Palestinian construction is heavily restricted to 29% of the remaining area, only less than 1% has been planned for Palestinian development.³⁶

Palestinian population in Area C is among the most vulnerable and marginalized in the West Bank. Demolitions of housing, livelihood as well as forced evictions cause severe poverty. 24% of the households in Area C face food insecurity³⁷. Over 70% of communities located entirely or mostly in Area C are not connected to the water network and rely on rainwater or on tanked water at a vastly increasing cost.³⁸ The Israeli Civil Administration (ICA) takes action to disrupt the supply of water which residents attempt to obtain using alternative sources³⁹.

Area C is considered a resource rich area. The restrictive planning and permitting systems imposed by the Israeli Civil Administration (ICA) prevent Palestinians from having access to the land and the resources in

³⁵ LGU: Local Council, Joint Service Council or Municipality which often suffers from lack of personnel.

³⁶ OCHA, Area C of the West Bank: key humanitarian concerns, January 2013

³⁷ PCBS, UNRWA, FAO, WFP, Socio-Economic & Food Security Survey, 2012

³⁸ OCHA, Area C of the West Bank: key humanitarian concerns, January 2013

³⁹ B'Tselem, Acting the Landlord: Israeli Policy in Area C, the West Bank, 2012 - Between 2000 and 2012, the Israeli Civil Administration (ICA) destroyed 90 cisterns, 61 wells and 17 reservoirs belonging to Palestinians in Area C. In recent years the ICA has begun confiscating water containers purchased by residents of the Jordan

valley for watering their herds. The supply of electricity that Palestinian communities in Area C receive from wind or solar power systems is also disrupted by demolitions and demolition orders.

Area C. The World Bank published a comprehensive study in October 2013 assessing the impact of the inaccessibility of Palestinian populations to the agricultural land and natural resources in Area C on the Palestinian economy. The potential impact of this 'withheld land' sets the loss to the Palestinian economy at about US\$ 3.4 billion⁴⁰, or 35% of the Palestinian GDP as of 2011. Under this context, development in Area C is undermined and the resilience of the Palestinian communities in Area C is strongly affected.

3. Implementation of Infrastructure Projects in Area C: Obstacles and Challenges

During the 2015 and 2016, the MDLF started the implementation of social infrastructure projects in Area C. The projects were funded by Swiss Agency for Development and Cooperation (SDC) and European Union (EU) where the following obstacles and challenges were noticed

- Unpreparedness to start the implementation of the projects as well as inefficient coordination between the LGUs with line ministries.
- Restricted access to most of locations which happened to be situated behind the Israeli Separation Wall.
- Limited number of personnel at LGUs with limited capacity and managerial skills.
- Insufficient capacity of the LGUs staff in dealing with the procurement arrangements and communication with the line ministries (i.e. Get the needed approvals when needed).
- Restricted access of goods and materials to some of the target localities caused delays.
- Limited competition between contractors due to access restrictions imposed by the Israeli authority
- Limited number of contractors, suppliers, and consultants who are willing to work in Area C.
- Difficulties and challenges for MDLF staff and consultants in accessing certain areas to enforce quality control and supervision.

Based on the aforementioned challenges and lessons learned, the following measures are adopted by MDLF for further facilitating the implementation of the social public infrastructure projects in Area C in a transparent and equitable manner:

- More coordination efforts are needed between the MOLG and the Funding Partners (FPs) to facilitate reaching the site by the LTC and MDLF as well as granting them the needed permits.
- Conduct training for the LGUs during the preparation phase to avoid delays and to ensure the readiness of the sub-projects sites for implementation.
- Adapt the MDLF procurement manual: prepare and develop specific procurement arrangements in order to overcome the particular challenges in Area C.
- Using single source selection (SSS) and direct contracting procedures when necessary based on fair transparent criteria after getting the prior approval of the MDLF's Director General.
- Develop price monitoring sheets for different categories and items to be used when preparing the cost estimates for future interventions and projects.

4. Procurement

Procurement in Area C will follow the “**February 2023 MDLF Procurement Manual**” which was first developed in October 2011, revised in September 2014 and in March 2017 in accordance with the World Bank Procurement and Consultants Guidelines dated January 2011, and then revised in April 2018 to incorporate several changes reflecting the World Bank Procurement Regulations for IPF Borrowers, “Procurement Regulations” Fourth Edition dated November 2020. The revisions of the Manual were made to accommodate comments from the Funding Partners.

⁴⁰ World Bank, Area C and the Future of the Palestinian Economy, October 2013.

Following the procedures outlined in this Manual, other donors agreed to follow the World Bank Guidelines for this program.

MDLF has significant previous experience in procurement implementation where a sound control and audit system for procurement activities have been established for many years.

For sub-projects (works and goods) implemented at LGUs level, MDLF will have a considerable role in the procurement process by ensuring that the process is conducted with the highest transparency and complies with MDLF procurement manual.

MDLF will sign a Grant Implementation Agreement (GIA) with each LGU specifying the different arrangements including the procurement for the implementation of sub-projects. As stated in the GIA all the procurement steps are subject to prior formal written approval from MDLF and the LGU must secure the MDLF formal no objection for all procurement steps.

The local technical consultant (LTC) will be assisting the LGUs, for preparing the (design, cost estimate, specification, and preparation and evaluation of the bidding documents).

The LGUs with the direct support from the LTC will do the invitation to bids, bids receipt and opening and bids evaluation where MDLF staff shall observe the evaluation process undertaken by the LGUs.

Following the selection of the lowest responsive bidder and prior awarding the contract, the LGU must secure the MDLF “no objection” for contract award, where the following documents have to be submitted to the MDLF for review:

- The signed record of the bid opening;
- The evaluation report including copy of the submitted and evaluated bids;
- The recommendation to award and;
- The endorsement of the LTC on the recommendation to award.

Only after receiving the "no objection" from MDLF on the contract award, the LGUs shall sign the contract with the local contractors or suppliers. Whereas the contract is financed by or through EU, the total amount of contract (in EUR) must be included⁴¹. MDLF shall approve and endorse all contracts by co-signing or initializing these contracts with the wording *"reviewed, cleared and endorsed by MDLF"*. Figure.1 below summarizes the procurement arrangements in Area C.

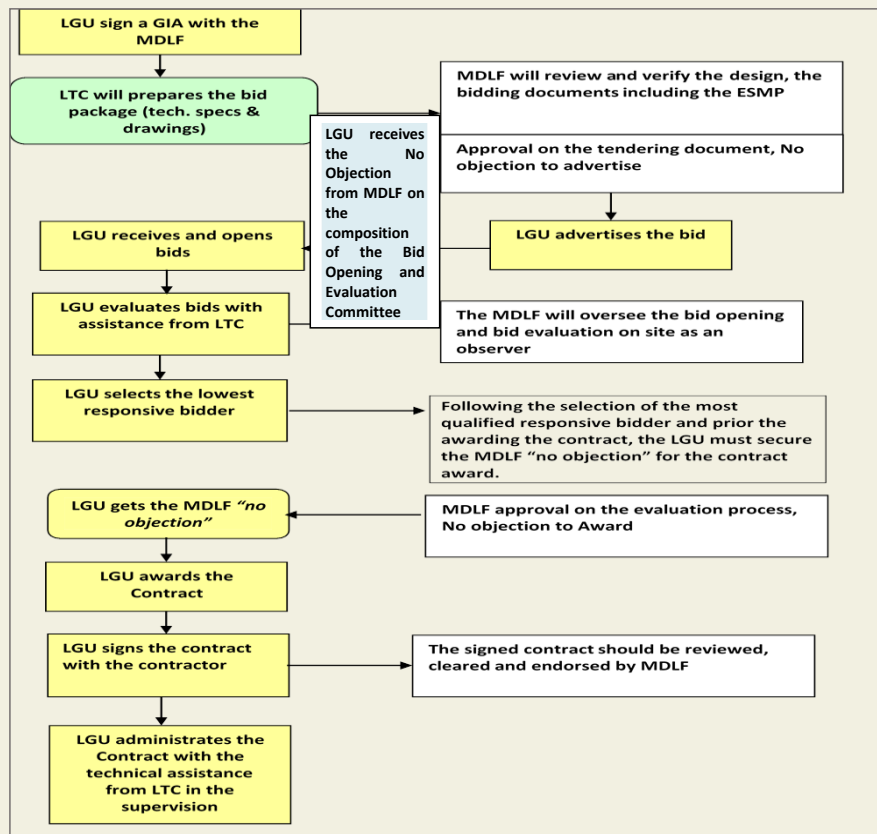


Figure 4: Procurement arrangements in Area C

5. MDLF Responsibilities

In addition to MDLF responsibilities specified in this manual the Municipal Development and Lending Fund will be responsible for all the steps of the procurement process, including :

⁴¹ Respective contract's forms are customized for this purpose. The total value of the contract in EUR is excluding VAT.

- (1) Contract administration, variation orders or amendments have to be granted ex-ante approval by the MDLF.
- (2) Preparation and evaluation of any type of contract has to be pre-approved by MDLF.
- (3) In addition, MDLF shall review the bidding packages including but not limited to bill of quantities, the design and the environmental management plans, etc., and has to issues the "no objection" to Local Government Units (LGUs) on every single procurement step.
- (4) For contracts funded by the EU, MDLF shall approve and endorse all contracts by co-signing or initialing these with the wording "reviewed, cleared and endorsed by the MDLF".
- (5) MDLF shall add the contract value in the contract Agreement template specifying whether the contract is VAT included or excluded.

6. LGUs' responsibilities

- (1) Throughout the procurement process, the LGUs must work closely with the MDLF. The LGUs will provide necessary documentation of each key procurement step to MDLF for its review and clearance.
- (2) The LGUs shall not proceed further with procurement implementation until MDLF has provided clearance. Therefore, under guidance and supervision of the MDLF the LGU, assisted by the LTCs, will be responsible for:
 - (a) Preparing bidding/quotations/ documents;
 - (b) Providing MDLF with a copy of bidding/quotations/ documents for its review and approval;
 - (c) Advertising for bids and soliciting quotations;
 - (e) Receiving, opening and evaluating bids/quotations with the participation of the LTC;
 - (f) Providing MDLF with a copy of the opening and evaluation reports along with a copy of the submitted and evaluated offers for its review and approval;
 - (g) Awarding contracts and issuing purchase orders;
 - (i) Receiving supplied goods and ensuring that it is the right quantity, of right quality and is delivered to the correct location;
 - (j) Receiving, reviewing and approving payments for contractors, suppliers and consultants' including variation orders and requests of extensions of time. This includes re-invoicing the due payments and providing MDLF the original invoices.
 - (k) Record keeping and maintaining adequate documentation of the procurement process in project file for FP's ex-post review (at least for 5 years).
- (3) Subject to MDLF prior approval LGUs will formulate their own procurement committees, the bid opening committee (BOC) and the Bid evaluation committee (BEC) as stipulated in this manual.

7. Local Technical Consultants (LTC) Responsibilities

- (1) Local Technical Consultants (LTC), hired by the MDLF, will provide technical assistance to the LGUs throughout the procurement process and in the preparation of the Procurement Plan and designate a number of its engineers to follow up the procurement process performed by LGUs.
- (2) Local Technical Consultants (LTCs) will perform monitoring and evaluation tasks relating to the activities supported under the project, such as :

- (a) procurement of equipment and works,
 - (b) contracting, supervising of infrastructure works,
 - (c) and supervising consultancy services and technical assistance, and
 - (d) Documentation and reporting on progress of the Grant Implementation Agreement, including on Monitoring and Evaluation of indicators included in the project result framework.
- (3) The LTCs will assist LGUs in the entire procurement process including -
- (a) Review of design, cost estimate, specifications (for projects funded by EU all the staff involved in the bid preparation including the design and technical specifications should sign the declaration included in appendix I) ;
 - (b) Preparation of bidding documents;
 - (c) Invitation to bid,
 - (d) Assist in Bid opening and evaluation. However, the LTC can be a member of the procurement (opening and evaluation) committees, where approved by MDLFs Director General under duly justified circumstances
 - (e) Award of contracts; and
 - (f) Contract management and inspection of goods and works.
- (4) The LTCs will be responsible for ensuring that sub-projects contracting carried out by participating LGUs follows the MDLF Procurement Manual and approved Procurement Arrangements for working in Area C. The responsibilities would include:
- (a) If requested, providing training for participating LGUs to ensure the good understanding of the program cycle, the sub-projects' procurement and PP process by all parties;
 - (b) Assisting the different levels at each step of the procurement process, such as: planning procurement activities, preparing bidding documents, launching the procurement processes, evaluating bids, awarding and managing contracts, and maintaining adequate filing of the program's procurement documents;
 - (c) Assisting in dealing with complaints and litigations;
 - (d) Assisting in assessing work done by service providers; and
 - (e) reporting to MDLF on the review of the procurement process at LGUs and advising on timely corrective measures, if any, to be taken to avoid flawed procurement decisions.
- (5) In certain cases, the LTC will be supported by the recommendations and decisions of the MDLF senior procurement officer, who will be monitoring procurements done or controlled by the MDLF.
- (6) The LTCs will prepare regular progress reports and submit to MDLF to report on their activities and findings.
- 8. Selecting the Procurement committees**
- For projects funded by the EU the Declaration of Impartiality and confidentiality (Appendix II) shall be signed by all members and observers of the bid opening/evaluation committee.
- (1) *Bid Opening Committee* will be formed in each LGU in accordance with a council decision. The main functions of the Committee are to receive and open bids according to the MDLF Procurement Manual and shall not be involved in the Bid evaluation.
- (2) This committee shall consist of:

- a) The mayor or a council member authorized by him (acting as a head to this committee);
 - b) One or Two council members;
 - c) A key staff member from the LGU [Procurement officer, engineer or accountant];
 - d) In case the LGU does not have the sufficient number of bid opening members, the LGU can request the approval of MDLF to allow the participation of the LTC in the bid opening process.
 - e) An MDLF officer shall attend as an observer to check on the compliance with the MDLF procurement guidelines.
 - f) A representative from the MOLG regional office may attend as an observer.
 - g) A staff member from the Ministry of Finance MOF may attend as an observer.
- (3) *Bid Evaluation Committee* (BEC) should be formed of three (3) to five (5) members depending on the size of the Procurement to evaluate and analyze bids, report on bid's evaluation results and conclude the evaluation result.
- (4) The Evaluation Committee members may be selected from -
- d) Procurement officers of the concerned unit of the LGU, namely Finance, Commercial and Technical Units; and
 - e) Officers experienced in technical, commercial, financial or legal matters.
 - f) One or two council members
 - g) In case the LGU does not have technical qualified personnel to participate in the bid evaluation, the LGU can request the approval of MDLF to allow the participation of the LTC in the bid evaluation process.
- (5) The Evaluation Committee shall be chaired by an officer below the head of the Procuring Entity.
- (6) If Bids are received from Bidders with whom any member of the BEC has business or other close links, such member(s) shall be replaced.
- (7) If, at any time during the conduct of procurement, a situation arises that may present a conflict of interest or the appearance of a conflict of interest, the responsible procurement official must be removed from that particular procurement and must be treated according to the applicable laws. A file should be documented accordingly.

Appendix I
DECLARATION OF OBJECTIVITY AND CONFIDENTIALITY ⁴²

⁴² To be completed by all persons involved in preparing terms of reference, technical specifications or other documents relating to the call for tenders

PROJECT TITLE: _____

I, the undersigned, hereby declare that I agree to participate in the preparation of the above-mentioned [call for tenders] [call for proposals]*.

I confirm that I am familiar with the information available to date concerning this [call for tenders] [call for proposals]*.

I undertake to perform my duties honestly and fairly. My contribution to the documents in whose preparation I will be involved will be objective and will fully respect the principles of fair competition and impartiality, in particular by avoiding terms or conditions favouring any one product, manufacturer or service provider.

I undertake to hold in trust and confidence any information or documents ("confidential information") disclosed to me, discovered by me or drafted by me in the course of or as a result of preparing the [call for tenders] [call for proposals]* and undertake to use them only for the purposes of preparing this [call for tenders] [call for proposals]* and not to disclose them to any third party.

I also undertake not to retain copies of any written information or prototypes supplied and undertake neither to assist nor be associated with any [prospective tenderer] [applicant]* in the above-mentioned [call for tenders] [call for proposals]*.

I am fully aware that any failure to comply with the present declaration would lead to my exclusion from the [tender] [call for proposals]* and to the rejection of my [candidature] [tender] [application]*.

Lastly, I undertake not to disclose any confidential information to any employee or expert unless that person has signed this declaration and agreed to abide by its provisions.

Name:	
Signature:	
Date:	

* Delete as applicable.

APPENDIX II

Declaration of impartiality and confidentiality

DECLARATION OF IMPARTIALITY AND CONFIDENTIALITY⁴³

PUBLICATION REF: _____

I, the undersigned, hereby declare that I agree to participate in the evaluation of the above-mentioned [tender procedure] [call for proposals]. By making this declaration, I declare that I am aware of the following:

1. Financial persons and other persons involved in budget implementation and management, including acts preparatory thereto, audit or control shall not take any action which may bring their own interests into conflict with those of the European Union.

If such a risk exists, the person in question shall refrain from such action. He or she shall refer the matter to the authorizing officer by delegation and inform his or her hierarchical superior. The authorizing officer shall confirm in writing whether a conflict of interests exists. Where a conflict of interests is found to exist, the person in question shall cease all activities in the matter. The authorizing officer by delegation shall personally take any further appropriate action.

2. For the purposes of paragraph 1, a conflict of interests exists where the impartial and objective exercise of the functions of a financial person or other person, as referred to in paragraph 1, is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with a recipient.

I hereby declare that, to my knowledge, I have no conflict of interest with the operators who have [applied to participate] [submitted a tender] for this contract, including persons or members of a consortium, or the subcontractors proposed.

I confirm that if I discover during the evaluation that such a conflict exists or might exist, I shall declare it immediately to the chairperson of the evaluation committee. In the case that such conflict is confirmed by the chairperson, I agree to cease from participating in the evaluation committee.

I confirm that I have familiarized myself with the information available to date concerning this [tender procedure] [call for proposals], including the provisions of the Practical Guide relating to the evaluation process.

I shall execute my responsibilities impartially and objectively. I further declare that, to the best of my knowledge, I am not in a situation that could cast doubt on my ability to evaluate the [tender(s)] [application(s)].

I shall maintain the strictest confidentiality in respect of all information acquired as a result of my involvement in the evaluation process of the above-mentioned call, as well as any information relating specifically to the object of this call.

I undertake neither to disclose such information to any person who is not already authorized to have access to such information, nor to discuss it with any person in any public place or where others could overhear it.

⁴³ To be completed by all persons involved in an evaluation process including members of the evaluation committee.

I furthermore undertake to use this information only in the context, and for the purposes of, the evaluation of this specific call.

After the conclusion of the evaluation I undertake not to retain copies of any written information, as well as any templates or models used in the course of my duties.

I understand that any unauthorized disclosure by me will result in the termination of my role as a member of this evaluation committee and may also render me liable to legal action.

I undertake to maintain this duty of confidentiality after the conclusion of my term as a member of this evaluation committee.

Name	Function	Representing	Signature

Done at..... the