
**Women's Empowerment and Demographic Dividend in Sub-Saharan
Africa-Plus (SWEDD+) P176693**

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Health Security Program (HeSP) P179078

REQUEST FOR PROPOSALS

RECRUITMENT OF A (FIRM) FOR THE AUDIT OF THE ACCOUNTS FOR THE 2024-2025-2026 FINANCIAL YEARS OF THE WOMEN'S EMPOWERMENT PROJECT AND THE DEMOGRAPHIC DIVIDEND IN SUB-SAHARAN AFRICA-PLUS (SWEDD+) P176693 AND THE HEALTH SECURITY PROGRAM (HESP) P179078



GROUPE DE LA BANQUE MONDIALE

February 2025

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSAL PACKAGE

CONSULTING SERVICES

(RFP type July 2023)

Consulting Services for: AUDITING OF A (FIRM) FOR THE AUDIT OF THE ACCOUNTS FOR THE FINANCIAL YEARS 2024-2025-2026 OF THE WOMEN'S EMPOWERMENT AND DEMOGRAPHIC DIVIDEND PROJECT IN SUB-SAHARAN AFRICA-PLUS (SWEDD+) P176693 AND THE HEALTH SECURITY PROGRAM (HESP) P179078

RFP Number: BF-WAHO-BF-422846-CS-LCS/ BF-WAHO-BF-446164-CS-LCS

Client: West African Health Organization (WAHO)

Country: Burkina Faso

Reference of the Financing Agreements: E2420-3W and E269-3W

Project Identification Number: P176693 and P179078

Funding: World Bank

Issued on (Date of publication):

Foreword

1. This Standard Procurement Document (SPD), Request for Proposals (RFPs), for selection of consultants to provide Consultancy Services, has been updated to reflect the World Bank's *Procurement Regulations for IPF Borrowers, July, 2016* as amended from time to time..
2. This July, 2023 version of the SPD is applicable to the selection of consultant(s) to provide consulting services **other than for supervision (project management) of infrastructure contracts (such as Plant and Works)**, funded, in whole or in part, by IBRD or IDA financed projects¹ and whose Legal Agreement makes reference to the Procurement Regulations for IPF Borrowers. For consulting services for supervision (project management) of infrastructure contracts (such as Plant and Works), the corresponding SPD shall be applied.
3. This SPD requires that the successful consultant shall submit the **Beneficial Ownership Disclosure Form** in accordance with the requirements of the RFP.
4. Further, this revision includes provisions to manage cyber security risks, to apply for contracts that have been assessed to present potential or actual cyber security risks.
5. The April 2021 version includes provisions to ensure that a firm disqualified by the Bank for non-compliance with SEA/SH obligations is not awarded a contract.
6. The text shown in *Italics* is "*Notes to the Client*". It provides guidance to the entity in preparing a specific RFP. "Notes to the Client" should be deleted from the final RFP issued to the shortlisted Consultants.
7. This SPD can be used with different selection methods described in Bank's Procurement Regulations for IPF Borrowers (available at www.worldbank.org), including Quality-Based and Cost-Based Selection ("QCBS"), Quality-Based Selection ("QBS"), Selection under a Fixed Budget ("FBS"), and Least-Cost Selection ("LCS"). When mandating the use of this SPD on the implementing agency, however, primary consideration should be given to the complexity and value of the assignment.
8. The use of this SPD is not required for selections conducted under commercial practice, alternative procurement arrangements, selection of individual consultants, and in the case of entering into an agreement with a UN agency in a format approved by the Bank. For Selection Based on Consultant's Qualifications ("CQS") or assignments under any selection method normally costing less than US\$300,000 equivalent relevant elements of this SPD may be used and further simplified for the purpose of a particular assignment. This SPD is for use by Borrowers only and shall not be used for selection of consultants under contracts signed between consultants and the Bank.

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

9. Before preparing a RFP for a specific assignment, the user must be familiar with the Procurement Regulations for IPF Borrowers, and must have chosen an appropriate method and the appropriate contract form. The SPD includes two standard forms of contract: one for time-based assignments and the other for lump-sum assignments. The prefaces to these two contracts indicate the circumstances in which their use is most appropriate.

PART I – SELECTION PROCEDURES AND REQUIREMENTS

Section 1: Request for Proposals (RFP) Letter

This Section is a template of a letter for a Request for Proposals from the Client addressed to a shortlisted consulting firm inviting it to submit a proposal for a consulting assignment. The RFP letter includes a list of all shortlisted firms to whom similar letters of invitation are sent, and a reference to the selection method and applicable Procurement Regulations for IPF Borrowers or policies of the financing institution that govern the selection and award process.

Section 2: Instructions to Consultants and Data Sheet

This Section consists of two parts: “Instructions to Consultants” and “Data Sheet”. “Instructions to Consultants” contains provisions that are to be used without modifications. “Data Sheet” contains information specific to each selection and corresponds to the clauses in “Instructions to Consultants” that call for selection-specific information to be added. This Section provides information to help shortlisted consultants prepare their proposals. Information is also provided on the submission, opening and evaluation of proposals, contract negotiation and award of contract. Information in the Data Sheet indicates whether a Full Technical Proposal (FTP) or a Simplified Technical Proposal (STP) shall be used.

Section 3: Technical Proposal – Standard Forms

This Section includes the forms for FTP and STP that are to be completed by the shortlisted consultants and submitted in accordance with the requirements of Section 2.

Section 4: Financial Proposal – Standard Forms

This Section includes the financial forms that are to be completed by the shortlisted consultants, including the consultant’s costing of its technical proposal, which are to be submitted in accordance with the requirements of Section 2.

Section 5: Eligible Countries

This Section contains information regarding eligible countries.

Section 6: Fraud and Corruption

This section includes the fraud and corruption provisions which apply to this selection process.

Section 7: Terms of Reference (TORs)

This Section describes the scope of services, objectives, goals, specific tasks required to implement the assignment, and relevant background information; provides details on the

required qualifications of the key experts; and lists the expected deliverables. This Section shall not be used to over-write provisions in Section 2.

PART II – CONDITIONS OF CONTRACT AND CONTRACT FORMS

Section 8: Standard Forms of Contract

This Section includes two types of standard contract forms for large or complex assignments: a Time-Based Contract and a Lump-Sum Contract. Each type includes General Conditions of Contract (“GCC”) that shall not be modified, and Special Conditions of Contract (“SCC”). The SCC include clauses specific to each contract to supplement the General Conditions.

Each standard form of contract incorporates “Fraud and Corruption” (Section 6 of Part I) in a form of Attachment 1.

PART III – NOTIFICATION OF INTENTION TO AWARD AND BENEFICIAL OWNERSHIP FORMS

Section 9: Notification of Intention to Award and Beneficial Ownership Forms

This Section includes two forms. The first form is used to notify Consultants of the Client’s intention to award the contract to the successful Consultant. The second form is used to obtain additional beneficial ownership information from successful Consultant.

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PART I

Section 1. Request for Proposal

Request for Proposal Letter

Consulting Services

Request for Proposal Invitation Letter

Name of Assignment: Recruitment of a (firm) for the audit of the accounts for the financial years 2024-2025-2026 of the Women's Empowerment and Demographic Dividend Project in Sub-Saharan Africa-plus (SWEDD+) P176693 and the Health Security Program (HeSP) P179078

RFP Number: BF-WAHO-BF-422846-CS-LCS/ BF-WAHO-BF-446164-CS-LCS

Donation No.: E2420-3W and E269-3W

Country: Burkina Faso

Dear Madam/Sir,

1. The Economic Community of West African States (ECOWAS)/West African Health Organization (WAHO) (hereinafter referred to as the Client") has received financing from the International Development Association (IDA) (the "Bank") in the form of grants to finance the costs of the Women's Empowerment Project and the Demographic Dividend in Sub-Saharan Africa-plus (SWEDD+) P176693 Project and the Health Security Programme (HeSP) P179078.

The West African Health Organization (WAHO), the executing agency of the project, proposes to use a portion of the funds to make authorized payments under the contract for which this Request for Proposals is issued. The Bank will only make payments at the request of the West African Health Organization (WAHO), after approving such payments, in accordance with the terms and conditions of the grant agreement. The said grant agreement prohibits any withdrawal from the donation account intended for the payment of any natural or legal person, or from any importation of supplies where such payment, or importation, is prohibited by the Security Council of the United Nations under Chapter VII of the Charter of the United Nations. No party other than the Borrower or the Client may avail itself of any of the rights stipulated in the donation agreement or claim to have any claim on the funds.

2. The West African Health Organization is now seeking proposals for the provision of the following consultancy services:
Recruitment of a (firm) for the audit of the accounts for the financial years 2024-2025-2026 of the Women's Empowerment and Demographic Dividend Project in Sub-Saharan Africa-plus (SWEDD+) P176693 and the Health Security Program (HeSP) P179078
3. This Request for Proposals (RFP) has been sent to the Consultants on the shortlist, whose names are listed below:

| No. | Name | Nationality | Address |
|-----|---|---------------------|--|
| 1 | AFRICA AUDIT AND CONSULTING (AAC) | MALI | Lafiabougou ACI, Bamako, Near the Headquarters of the Independent Newspaper, Route de Sébénikoro. BP: 3026 Bamako (Mali). Email: sec@afriqueauditconseil.com Tel: 00223 20 29 07 43/76 05 70 70/69 73 34 00 |
| 2 | PANAUDIT-FALCON GROUP | BURKINA FASO | 01 BP 5676 Ouagadougou 01 Avenue Maane Kaaka Zone du Bois Email: info@panaudi.com contact@cabinetfaucon.finance ; Tel.: +226 25 36 29 44, +229 60 18 96 96 / 97 07 07 66 |
| 3 | FIDUCIAL EXPERTISE AK | BURKINA FASO | 01 BP: 4134 Ouagadougou 01 Tel: (00226) 25 30 85 07/25 33 12 04/ 25 31 78 94 Email fiducialak@fiducialak.org , fiducialak@fasonet.bf , fiducialak@yahoo.fr , |
| 4 | BEC SARL/AXIAL CONSORTIUM | BENIN | Cotonou - Benin C/239 Jonquet, Building BEC 02 BP 1913 Cotonou (Benin) Email: bec_scp@yahoo.fr , bec@becsarl.com , contact@axial-audit.com Tel: (229) 21 30 54 22/22 26 92 18/70 66 06 12 |
| 5 | EXACO & AMIC / BAC consortium | MAURITANIA | B.P: 933 Nouakchott - Mauritania, Tel: (+222) 46 58 62 17/(+225) 09 61 85 85, Email: mlsbechir@exacoamic.mr / mohamad.ghazal@bac.ci |
| 6 | CONSULTING, Management, Audit and Training CMAF SAS/FAC Consulting | MAURITANIA | BP: 4737 TICHITT Building, Room 11, Northeast Side of the Church in Nouakchott Tel: (+222) 45 25 89 377 /22 30 26 22/ 00223 44 90 52 12/ 66 69 08 57/79 06 05 94/ 75 66 66 69 Nouakchott, Mauritania |

| | | | |
|---|------------------------------------|---------------------|--|
| | | | Email: standardcmmmaf@cmafinternational.com / m.khattary@fac-consulting.mr |
| 7 | PWC | GHANA | PwC Tower, A4 Rangoon Lane, Cantonments City, PMB CT 42, Cantonments, Accra, Ghana Tel: +233 (0) 302 761 500 /(0) 302 761 544/ (0) +233 30 2761 500/ (0) 279 360 896 Email: esenam.a.asafo@pwc.com / maxwell.darkwa@pwc.com |
| 8 | C.G.I.C – Afrique International | <u>BURKINA FASO</u> | 01 BP 1731 Ouagadougou 01 Tel: (226) 25-40-16-44 or 70-20-31-30 Email cgicafrique@gmail.com / cgic@fasonet.bf /homeoffice@cpaai.com |

4. It is not permitted to transfer this RFP to another firm.

A Consultant will be selected through the Least Cost Selection (SMC) method and a Full Technical Proposal (FTP) is requested in the format prescribed in this RFP, in accordance with the principles outlined in the Procurement Rules for IPF Borrowers", Fourth Edition, November 2020 (Procurement Rules), available at www.worldbank.org.

This RFP consists of the following sections:

- Section 1 - The Request for Proposal Letter
- Section 2 - Instructions to Applicants and Special Data
- Section 3 - Technical Proposal – Model Forms
- Section 4 - Financial Proposal – Model Forms
- Section 5 – Eligible countries
- Section 6 – Fraud and Corruption
- Section 7 - Terms of Reference
- Section 8 - Standard Lump Sum Remuneration Contract.

6. Please let us know, no later than **March 10, 2025**, in writing to: procurement@diffusion.wahooas.org
- a) that you have received this Request for Proposals; and
 - b) whether you will be submitting a proposal, on your own, or intend to enhance your experience by seeking permission to partner with another firm(s) (if permitted under Section 2, Instructions to Consultants (ITC), Special Data 14.1.1).
7. Please pay attention to the Procurement Regulations requiring the Borrower to disclose the beneficial ownership of the Consultant, as part of the Contract Award Notification, using the **Beneficial Ownership Disclosure Forms** included in the Request for Proposal Package.

8. Details of the date, address and time of submission of the Proposal are set out in ITC Clauses 17.7 and 17.9.

Please accept, Madam/Sir, the assurance of my distinguished consideration.

Dr. Melchior Athanase J C. AÏSSI
Managing director

Section 2. Instructions to Consultants and Special Data

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[Note to the Client: This part of Section 2 – Instructions to Consultants should not be changed. Any modification, aimed at meeting the needs of the country or the project, or supplementing the provisions of the CIs, without however deleting them, must be inserted in the Specific Data exclusively. Notes to the Client should be deleted from the final RFP to the Shortlisted Consultants.]

Instructions to Consultants

A. General Provisions

1. Definitions

- (a) **“Affiliate(s)”** means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) **“Applicable Law”** means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) **“Bank”** means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) **“Borrower”** means the Government, Government agency or other entity that signs the *[loan/financing/grant¹]* agreement with the Bank.
- (e) **“Client”** means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) **Client’s Personnel**” is as defined in Clause GCC 1.1 (e).
- (g) **“Consultant”** means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (h) **“Contract”** means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (i) **“Data Sheet”** means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to

¹ *[“loan agreement” term is used for IBRD loans; “financing agreement” is used for IDA credits; and “grant agreement” is used for Recipient-Executed Trust Funds administered by IBRD or IDA]*

supplement, but not to over-write, the provisions of the ITC.

- (j) **“Day”** means a calendar day, unless otherwise specified as **“Business Day”**. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
- (k) **“Experts”** means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (l) **“Government”** means the government of the Client’s country.
- (m) **“in writing”** means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (n) **“Joint Venture (JV)”** means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (o) **“Key Expert(s)”** means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant’s proposal.
- (p) **“ITC”** (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (q) **“Non-Key Expert(s)”** means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (r) **“Proposal”** means the Technical Proposal and the Financial Proposal of the Consultant.
- (s) **“RFP”** means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD - RFP.

- (t) “**Services**” means the work to be performed by the Consultant pursuant to the Contract.
- (u) “**Sexual Exploitation and Abuse**” “**(SEA)**” means the following:
 - Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.
 - Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.
- (v) “**Sexual Harassment**” “**(SH)**” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by the Experts with other Experts or Client’s Personnel.
- (w) “**SPD - RFP**” means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (x) “**Sub-consultant**” means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (y) “**Terms of Reference (TORs)**” (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a Consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

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- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.
- 2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

- 3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.
 - 3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting Activities

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting Assignments

- (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting Relationships

- (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

4. Unfair Competitive Advantage

- 4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

5. Fraud and Corruption

- 5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6.
- 5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the applicable Procurement Regulations.

6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2 above:

a. Sanctions

6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the PDS**.

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for State-Owned Enterprises

6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

d. Restrictions for Public Employees

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:

- (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and
- (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

e. Borrower Debarment

6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

B. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

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- 9. Language** 9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.
- 10. Documents Comprising the Proposal**
- 10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.
- 10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).
- 10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).
- 11. Only One Proposal**
- 11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.
- 12. Proposal Validity**
- 12.1 Proposals shall remain valid until the date specified in the **Data Sheet** or any extended date if amended by the Client in accordance with ITC 13.1.1.
- 12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.
- 12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.
- a. Extension of Proposal Validity** 12.4 The Client will make its best effort to complete the negotiations and award the contract prior to the date of expiry of the Proposal validity. However, should the need

Section 2. Instructions to Consultants (ITC)25

arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

13. Clarification and Amendment of RFP

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all

shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is

not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial Proposal

16.1 The Financial Proposal shall be prepared using the Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.

a. Price Adjustment

16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.

b. Taxes

16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.

c. Currency of Proposal

16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.

- d. Currency of Payment** 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

C. Submission, Opening and Evaluation

17. Submission, Sealing, and Marking of Proposals

- 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as “CONFIDENTIAL” information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.
- 17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member’s authorized representative.
- 17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.
- 17.4 The signed Proposal shall be marked “ORIGINAL”, and its copies marked “COPY” as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.
- 17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked “**TECHNICAL PROPOSAL**”, “[Name of the Assignment]”, “[reference number], [name and address of the Consultant], and with a warning “**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**”

- 17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked “**FINANCIAL PROPOSAL**” “[Name of the Assignment], [reference number], [name and address of the Consultant]”, and with a warning “**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**”
- 17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant’s name and the address, and shall be clearly marked “Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]”.
- 17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.
- 17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

- 18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.
- 18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank’s sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing.

19. Opening of Technical Proposals

19.1 The Client's evaluation committee shall conduct the opening of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the Financial Proposals are opened.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

- 22. Notification of Results of Technical Evaluation, Opening of /Invitation to Submit Financial Proposals for QBS**
- 22.1 Following ranking of the Technical Proposals and determination of the proposal that has achieved the highest technical score, the Client shall notify in writing the highest ranking Consultant of its technical score and that its Technical Proposal has been evaluated as the highest ranking.
- 22.2 The Client shall simultaneously notify in writing the other Consultants: (i) on their overall technical score, as well as scores obtained for each criterion and sub-criterion, and that their technical proposals have not been evaluated as the highest ranked; and (ii) that their Financial Proposals will be returned unopened after completing the selection process and Contract signing.
- 22.3 If Financial Proposals were invited together with the Technical Proposals, the Client shall notify all of the Consultants that submitted proposals of the date, time and location of the public opening of the Financial Proposals of the highest ranking Consultant. If Financial Proposals were not invited to be submitted along with the Technical Proposals, opening of Financial Proposals does not apply, and the highest ranking Consultant shall be invited to submit its Financial Proposals for negotiations.
- 22.4 The opening date of the Financial Proposal or invitation of the highest ranking Consultant to submit its Financial Proposal, as applicable, shall not be earlier than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 22.1 and 22.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date or the date to invite submission of Financial Proposal, as applicable, shall be subject to ITC 35.1.
- 23. Public Opening of Financial Proposals (for QCBS, FBS, and LCS methods)**
- 23.1 After the technical evaluation is completed, the Client shall notify in writing those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:
- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
 - (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;

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- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
 - (iv) notify them of the date, time and location of the public opening of the Financial Proposals.
- 23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:
 - (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
 - (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
 - (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
 - (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.
- 23.3 The opening date shall not be earlier than ten (10) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2. However, if the Client receives a complaint on the results of the technical evaluation within the ten (10) Business Days, the opening date shall be subject to ITC 35.1.
- 23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.
- 23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall

be sent to all Consultants who submitted Proposals and to the Bank.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

b. Lump-Sum Contracts

24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

25. Taxes

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

26. Conversion to Single Currency 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

27. Combined Quality and Cost Evaluation

a. Quality and Cost-Based Selection (QCBS) 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores, will be invited for negotiations.

b. Fixed-Budget Selection (FBS) 27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection 27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a Consultant to negotiate the Contract.

D. Negotiations and Award

28. Negotiations 28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts 28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key

Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial Negotiations

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. The Client will then invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Standstill Period

30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC 33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

31. Notification of Intention to Award

31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
- (b) the contract price of the successful Proposal;
- (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
- (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
- (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;
- (f) the final combined scores and the final ranking of the Consultants;
- (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;

- (h) the expiry date of the Standstill Period; and
- (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

32. Notification of Award

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, and upon verifying that the Consultant (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. The Client will require the Consultant to replace any subconsultant that is disqualified by the Bank due to noncompliance with contractual SEA/SH prevention and response obligations. The client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
- (e) the name of the successful consultant, the final total contract price, the contract duration and a summary of its scope; and
- (f) successful Consultant's Beneficial Ownership Disclosure Form.

32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online.

33. Debriefing by the Client

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC 31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client 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 Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period.

33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting.

34. Signing of Contract

34.1 The Contract shall be signed prior to the expiry date of the Proposal validity and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

35. Procurement Related Complaint

35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

Section 2 Instructions to Candidates

E. Specific data

| A. General Provisions | |
|-----------------------------------|---|
| Reference to the IC Clause | |
| 1 (c) | Burkina Faso |
| 1 (o) | <p>Electronic – Procurement System</p> <p>The Purchaser shall use the following Electronic Procurement System for the purposes of the tender:</p> <p>West African Health Organization Market Platform: https://data.wahooas.org/tenders/tenders/list</p> <p>The e-Procurement System will be used for the following aspects of the solicitation:</p> <ul style="list-style-type: none"> • Publication of the notice of invitation to tender and tender documents/addendum in the languages required for the international invitation to tender • Uploading tender documents by candidates • Receiving encrypted offers • Downloading and Opening of Encrypted Bids Online in the Presence of Bidders' Representatives Who Wish to Do So • Publication of results |
| 2.1 | <p>Client Name : West African Health Organization</p> <p>Selection Mode : Least Cost Selection</p> <p>In accordance with the Procurement Regulations (available on www.worldbank.org/procure).</p> |
| 2.2 | <p>The Financial Proposal must be submitted at the same time as the Technical Proposal:</p> <p>Yes X__ No ____</p> <p>The appointment of the mission is : Recruitment of a (firm) for the audit of the accounts for the financial years 2024-2025-2026 of the Women's Empowerment and Demographic Dividend Project in Sub-Saharan Africa-plus (SWEDD+) P176693 and the Health Security Program (HeSP) P179078</p> |
| 2.3 | A pre-proposal conference will be held : No |
| 2.4 | <p>The Client will provide the following inputs, project information, reports, etc. to assist in the preparation of the Proposals :</p> <p><i>Not applicable</i> _____</p> |
| 4.1 | N/A |

| | |
|------------------------------------|---|
| 6.3.1 | The list of companies or individuals excluded by the Bank is available at the Bank's email address: www.worldbank.org/debarr |
| B. Preparation of Proposals | |
| 9.1 | <p>The Request for Proposal is written in the language: <u>French</u></p> <p>The Consultant must submit his/her Proposal in: <u>français</u> The correspondence exchanged shall be in the language: French or anglaise _____</p> |
| 10.1 | <p>The Proposal must contain :</p> <p><u>In the case of a FULL TECHNICAL PROPOSAL (PTC):</u></p> <p style="padding-left: 40px;">1st inner envelope containing the Technical Proposal:</p> <ol style="list-style-type: none"> (1) Authority of the Signatory to the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6 (8) TECH-7 Code of Conduct (ES): The Consultant must submit its Code of Conduct which will apply to Experts. The Consultant will use the Code of Conduct form in Section 3 for this purpose. No material changes will be made to this form, but the Consultant may introduce additional requirements, including if necessary to take into account specific issues/risks in the Agreement. <p style="padding-left: 40px;">2nd inner envelope containing the Financial Proposal:</p> <ol style="list-style-type: none"> (1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4 (5) Consultant's Declaration of Commitment (if required by Specific Data 10.2 below) |
| 10.2 | <p>A Declaration of Commitment from the Consultant committing to comply with the country's laws against fraud and corruption is required</p> <p>Oui <input checked="" type="checkbox"/> _____</p> |
| 11.1 | <p>The participation of the same Subcontractor, including individual experts, in more than one proposal is permitted</p> <p>Yes <input checked="" type="checkbox"/> _____</p> |
| 12.1 | <p>Proposals will be valid until July 25, 2025</p> |
| 13.1 | <p>The request for clarification must be sent no later than 10 days before the deadline for submission of proposals.</p> <p>The Client's address for clarification is: procurement@diffusion.wahooas.org</p> |

| | |
|---|--|
| 14.1.1 | <p>Shortlisted Consultants may partner with</p> <p>(a) one or more consultant(s) not on the shortlist : no</p> <p>(b) any other consultant on the shortlist : no</p> |
| <p>14.1.2 <i>not to be used for the Selection Method within a specified budget</i></p> | <p>Estimated working time of Key Personnel : 4 expert-months per financial year, i.e. 12 expert months for the three financial years</p> |
| <p>14.1.3 <i>Only for a contract paid for time spent</i></p> | <p><i>Not applicable</i></p> |
| <p>14.1.4 and 27.2 <i>use for the Selection Method within a specified budget</i></p> | <p><i>Not applicable</i></p> |
| <p>15.2</p> | <p>The Consultant must provide a Complete Technical Proposal (PTC) Submission of a Technical Proposal in the incorrect format may result in the rejection of the Proposal for non-compliance with the requirements of the RFP</p> |
| <p>16.1</p> | <p>(1) a per diem allowance, including hotel expenses, paid to each member of the Staff for each day of absence from the headquarters due to the performance of the Services;</p> <p>(2) the costs of transport using the most appropriate means of transport and by the most direct round trip route;</p> <p>(4) communication costs;</p> <p>(6) the costs of reproduction (including printing), and of sending reports, plans, intended for the Client</p> |
| <p>16.2</p> | <p>The revision of the remuneration price is planned: No _____</p> |
| <p>16.3</p> | <p>The Client has obtained an exemption applicable to the Contract, concerning the payment of VAT, or indirect local taxes, in the Client's country in accordance with the headquarters agreement obtained by WAHO from the government of Burkina Faso, the country where it is established.</p> |
| <p>16.4</p> | <p>The Financial Proposal will be denominated in the following currencies : CFA Francs, Dollars or Euros</p> <p>The Consultant may formulate the price of the Services in the currency(ies) of his choice, but not to exceed three foreign currencies.</p> <p>The Financial Proposal must indicate the costs incurred in the Client's country in that country's currency (national currency): No</p> |

| C. Submission, Opening and Evaluation of Proposals | |
|---|--|
| 17.1 | <p>The Consultant <i>may</i> submit his Proposal electronically.</p> <p><i>The procedure for submitting the Proposal electronically is as follows:</i> Candidates who have submitted their separately encrypted technical and financial proposals, communicate by the following address: https://data.wahooas.org/tenders/tenders/list, the passwords of their technical proposal protected no later than April 9, 2025 at 10:00 GMT.</p> <p><i>The opening code of the financial proposal will be jealously guarded by the firm and will be communicated on the day of the opening of the financial proposals to the following address :procurement@diffusion.wahooas.org</i></p> |
| 17.4 | <p>The Consultant must submit:</p> <p>(a) the Technical Proposal in: one (1) original;</p> <p>(b) the Financial Proposal in: one (1) original.</p> |
| 17.7 and 17.9 | <p>Proposals must be received by the Client no later than the date and time below :</p> <p>Date: April 9, 2025</p> <p>Time: 10 a.m. GMT</p> <p>The address for submitting Proposals is: https://data.wahooas.org/tenders/tenders/list</p> |
| 19.1 | <p>The option of opening the Technical Proposals "online" is proposed : Yes X_____</p> <p>The online opening procedure is :</p> <p>The opening of the Technical Proposals will take place at : via the link https://teams.microsoft.com/l/meetup-join/19%3ameeting_MjI0NzQ0MTYtNmZjNy00YjQwLTkxZjQtZDk3NTQ5MmlyOTJl%40thread.v2/0?context=%7b%22Tid%22%3a%2237c589cc-7478-4068-9722-d66cdfb50052%22%2c%22Oid%22%3a%22a027160f-458d-4df4-8d21-e1a42fb8a122%22%7d</p> <p>Date: April 9, 2025</p> <p>Time: 10:30 a.m. GMT</p> |
| 19.2 | <p>In addition, the following information will be read aloud when the Technical Proposals are opened:</p> <p>Presence or absence of documents:</p> <p>(1) Authority of the Signatory to the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6</p> |

| | | | | | | | | | | | |
|---|--|--------------------------------------|-----------|--------------------|----------|---|-----------|---|----------|--|----------|
| | (8) TECH-7 | | | | | | | | | | |
| 21.1 | <p>Criteria, sub-criteria, and points system for the evaluation of Full Technical Proposals: <u>Points</u></p> <p>(i) Specific experience of the Consultant relevant to the mission : 10 points</p> <p>(ii) Adequacy and quality of the proposed methodology, and work plan corresponding to the terms of reference: 40 points</p> <table border="1" data-bbox="357 560 1366 828"> <tr> <td>Clarity of the proposed methodology,</td> <td style="text-align: right;">15</td> </tr> <tr> <td>Adequacy with RDTs</td> <td style="text-align: right;">5</td> </tr> <tr> <td>The work plan is realistic and achievable</td> <td style="text-align: right;">10</td> </tr> <tr> <td>The overall composition of the team is balanced and has adequate additional expertise</td> <td style="text-align: right;">5</td> </tr> <tr> <td>Work plan provides for adequate input by experts</td> <td style="text-align: right;">5</td> </tr> </table> <p>(iii) Key Personnel Qualifications and Mission Skills: 50 points</p> <p>a) Position PC-1: Mission Director, A Certified or Chartered Accountant registered with the Order of Chartered Accountants of his country, signatory of the audit reports justifying at least 15 cumulative years of experience in financial and accounting auditing, including at least 5 years in audit missions of projects financed by the World Bank. He/she must have signed audit reports and/or participated in at least 4 audit missions of project/program accounts financed by the World Bank: 20 points</p> <p>b) Position PC-2: Head of mission with a BAC + 5 level diploma or higher in auditing, accounting and 10 years of cumulative experience, including at least 5 years in audit and accounting missions of donor-funded projects (World Bank projects are an asset). He must have supervised at least 5 audit missions of projects financed by donors with at least 2 missions for the World Bank : 10 points</p> <p>c) Position PC-3: experienced auditor with a BAC + 5 level diploma or higher in auditing, accounting and with 5 years of cumulative experience, including at least 3 years in audit and accounting missions for projects financed by the World Bank. He/she must have participated in at least 3 missions to audit the accounts of project/programs financed by donors at least one mission for the World Bank: 10 points</p> <p>d) Position PC-4: Procurement specialist at BAC + 4 level or higher in engineering, public works, economics, law or equivalent, with at least 3 years' experience in contract auditing. He/she must have participated in at least 3 audit missions of development projects/programs financed by the World Bank : 10 points</p> <p>The number of points to be awarded to each of the above positions must be determined by taking into account the following three relevant sub-criteria and weights:</p> <p>1. General Qualifications (General Education, Training and Experience): 20%</p> | Clarity of the proposed methodology, | 15 | Adequacy with RDTs | 5 | The work plan is realistic and achievable | 10 | The overall composition of the team is balanced and has adequate additional expertise | 5 | Work plan provides for adequate input by experts | 5 |
| Clarity of the proposed methodology, | 15 | | | | | | | | | | |
| Adequacy with RDTs | 5 | | | | | | | | | | |
| The work plan is realistic and achievable | 10 | | | | | | | | | | |
| The overall composition of the team is balanced and has adequate additional expertise | 5 | | | | | | | | | | |
| Work plan provides for adequate input by experts | 5 | | | | | | | | | | |

| | |
|--|--|
| | <p>2. Suitability for the assignment (relevant education, training and experience in the sector or for similar assignments): 70%</p> <p>3. Experience in the area (?: 10%</p> <p style="text-align: right;">Weighting Total: 100%</p> <p>Total points for the 3 criteria (i)+ (ii) +(iii): 100</p> <p>The minimum technical score (Nt) for qualification is : 80 points out of 100</p> |
| Public Opening of Financial Proposals | |
| 23.1 | <p>The option of opening Financial Proposals "online" is proposed : Yes X</p> <p>The online opening procedure is : The opening will be done online in the presence of the representatives of the proposers who have gathered a minimum technical score (Nt) of qualification</p> |
| 23.5 | <p>After the completion of the evaluation of the Technical Proposals, the Client shall inform all Consultants of the date and time of the public opening of the Financial Proposals.</p> <p>An online opening link will be communicated to the proposers concerned on occasion.</p> |
| 25.1 | <p>For assessment purposes, Customer shall exclude: (i) identifiable indirect local taxes, such as sales taxes, excise duties, VAT, or other similar taxes applicable to contractual invoicing and (ii) any additional indirect taxes on remuneration for services provided by non-resident personnel in Customer's country. In the event of the award of the Contract, during the negotiations of the Contract, these tax charges will be discussed and finalized (with reference to the list, but not exhaustive) and will be added to the amount of the contract on a separate line, also specifying the taxes to be paid by the Consultant and those to be withheld by the Client who will pay them on behalf of the Consultant.</p> |
| 26.1 | <p>The currency into which prices expressed in various currencies will be converted is : FCFA</p> <p>The official source for exchange rates (seller) is: BCEAO</p> <p>The date of the exchange rates is: Date of submission of proposals (April 09, 2025).</p> |
| 27.1 (SBQC only) | N/A |
| D. Negotiations and Award of the Contract | |
| 28.1 | <p>Date and address scheduled for the negotiations of the Contract:</p> <p>Date: April 15, 2025</p> <p>Address : It will be done online via a link that will be communicated to the selected firm.</p> |
| 34.2 | <p>Scheduled date and place for the commencement of Services:</p> <p>Date :</p> |

| | |
|--------------------|--|
| | <ul style="list-style-type: none"> • Fiscal Year 2024 (HeSP), 21 April 25 : at the headquarters of the West African Health Organization and at any other location deemed necessary by the consultant • Fiscal Year 2025 (SWEDD+ and HeSP), 2 March 2026: at the headquarters of the West African Health Organization and at any other location deemed necessary by the consultant • Fiscal Year 2026 (SWEDD+ and HeSP), 1 March 2027: at the headquarters of the West African Health Organization and at any other location deemed necessary by the consultant |
| <p>35.1</p> | <p>The applicable procedures for making a procurement complaint are detailed in the "Procurement Rules for REIT Borrowers (Appendix III)." If a Consultant wishes to file a procurement complaint, the Consultant must submit the complaint following these procedures, in writing (by the most expeditious means available, e.g. by e-mail or fax), to the following address:</p> <p>Attn: Aruna FALLAH</p> <p>Title/position: Director of Administration and Finance</p> <p>Client: <i>West African Health Organization</i></p> <p>Email address : afallah@wahooas.org <i>with copy</i> procurement@diffusion.wahooas.org</p> <p>In summary, a procurement claim may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms and conditions of this Request for Proposals; 2. the Client's decision to exclude a Consultant from the procurement process prior to the award of the contract; and 3. the Customer's decision to award the Contract. |

Section 3. Technical Proposal – Standard Forms

[The Notes to the Consultant in square brackets [] in Section 3 are intended to guide the Consultant in preparing the Technical Proposal; therefore, these notes should be included in the RFP, but not in the Proposal provided to the Client.]

CHECKLIST OF REQUESTED FORMS

| Required for PTC or PTS[*], (√) | | FORM | DESCRIPTION | Maximum number of pages |
|---------------------------------|-----|--------------|---|-------------------------|
| PTC | PTS | | | |
| √ | √ | TECH-1 | Technical Proposal Form | |
| "√" if applicable | | TECH-1 Annex | If the Proposal is submitted by a consortium, attach a letter of intent or a copy of an existing agreement. | |
| "√" if applicable | | Powers | A standard form is not provided. In the case of a consortium, several powers are required: a power of attorney for the authorized representative of each partner in the grouping, and a power of attorney for the representative of the lead partner to represent all partners in the group | |
| √ | | TECH-2 | Organization and experience of the Consultant | |
| √ | | TECH-2A | A. Organization of the Consultant | |
| √ | | TECH-2B | B. Consultant's Experience | |
| √ | | TECH-3 | Comments or suggestions on the Terms of Reference and on the peer personnel and the services to be provided by the Client. | |
| √ | | TECH-3A | Has. The Terms of Reference | |
| √ | | TECH-3B | B. On the approved personnel and the services payable by the Client | |
| √ | √ | TECH-4 | Description of the approach, methodology, and work plan to achieve the Mission | |
| √ | √ | TECH-5 | Program and timeline for deliverables | |
| √ | √ | TECH-6 | Composition of the team, contribution of key personnel and Curriculum Vitae (CV) attached | |
| √ | √ | TECH-7 | Code of Conduct (CO) Form | |
| √ | √ | TECH-8 | Statement of Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (HS) Performance | |

All pages of the original Technical Proposal and Financial Proposal must be endorsed by the authorized representative signing the Proposal.

TECH-1 Form

Technical Proposal Submission Form

[Location, Date]

At: *[Name and address of the Customer]*

Dear Madam/Sir,

We, the undersigned, have the honour to offer you our services for *[Insert title of consultancy services]* in accordance with your Request for Proposals dated *[Insert date]* and our Proposal. *[Retain the appropriate text, according to the selection method indicated in the RFP: "We hereby submit to you our Proposal, which includes this Technical Proposal and a Financial Proposal in a separate sealed envelope" or, if only a Technical Proposal is requested: "We hereby submit to you our Proposal, which includes this Technical Proposal alone in a sealed envelope."].*

[If the Consultant is a consortium, insert the following: We submit our Proposal as a consortium as follows: [Insert list indicating the full name and address of each partner, and identify the lead partner]. We enclose a copy of [insert: "the letter of intent to form a consortium" or, if a consortium has already been formed, "the consortium agreement"] signed by each of the partners in the consortium, including details of the likely structure and confirmation of the joint and several liability of the partners in that consortium.

OR

If the Consultant's Proposal contains subcontractors, insert the following: We submit our Proposal including the following subcontractors: *[Insert list indicating the full name and address of each of the subcontractors.]*

We declare that:

- (a) All information and statements contained in the Proposal are true and we accept that any misinterpretation or misrepresentation contained in the Proposal may lead to our disqualification by the Client and/or a sanction by the Bank.
- (b) Our Proposal will remain valid and will bind us until *[insert day, month and year in accordance with Article 12.1 of the CI]*.
- (c) We are not in a conflict of interest, under Article 3 of the CI.
- (d) We meet the eligibility requirements in accordance with Article 6 of the CI and we confirm and acknowledge our obligation to comply with the Bank's Fraud and Corruption Policies in accordance with Article 5 of the CI.
- (e) neither our company, nor our subcontractors, suppliers or service providers for any part of the contract, are subject to or under the control of any entity or person subject to any temporary suspension or exclusion by the World Bank or exclusion imposed under the Mutual Exclusion Agreement between the World Bank and other development banks. In addition, we are not ineligible under the

legislation, or other official regulations of the Client's country, or in application of a decision taken by the United Nations Security Council;

- (f) **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (HS) :** *[select The (i) to (iii) below and delete the others].*

We *[in the case of a GE, insert: "including all members of the EG"]*, and one of our subcontractors:

- (i) [have not been disqualified by the Bank for non-compliance with SEA/HS obligations.]
 - (ii) [have been disqualified by the Bank for non-compliance with EAS/HS obligations.]
 - (iii) [have been disqualified by the Bank for non-compliance with EAS/HS obligations. An arbitral award on the disqualification case has been rendered in our favour.]
- (g) *[Note to Customer: insert this necessary provision, if required by IC 10.2 – Specific Data 10.2: We undertake to prepare and present our offer (and, if awarded to us, to perform the said Contract) in strict compliance with the laws and regulations against fraud and corruption, including illicit payments, in force in the Customer's country.]*
- (h) Subject to the provisions of Clause 12.7 of the Specific Data, we undertake to negotiate a Contract on the basis of the proposed Key Personnel. We acknowledge that the replacement of Key Personnel for reasons other than those mentioned in Clauses 12 and 28.4 of the CI may lead to the termination of the Contract negotiations.
- (i) Our Proposal is binding on us, subject to changes resulting from the negotiations of the Agreement.

If our Proposal is accepted and the Contract signed, we undertake to start the Services for the assignment no later than the date indicated in Article 34.2 of the Specific Data.

We acknowledge that the Client is under no obligation to accept any of the Proposals received by the Client.

Please accept, Ladies and Gentlemen, the assurance of our distinguished consideration.

Signature of the Consultant's authorized representative: .

Signer's Full Name: _____

Signer's title: _____

Name of the Consultant (name of the company or group): _____

Capacity of: _____

Address : _____

Contact Information (Phone and Email) : _____

[For a consortium, all partners must sign or only the lead partner, in which case the authority authorizing the signatory to sign on behalf of all partners must be attached]

FORM TECH-2 (FOR COMPLETE AND SIMPLIFIED TECHNICAL PROPOSALS)

ORGANIZATION AND EXPERIENCE OF THE CONSULTANT

TECH-2 Form: brief description of the Consultant's organization and summary of the Consultant's experience most relevant to the assignment. In the case of a consortium, information on similar missions will be provided for each of the partners. For each of the missions carried out, the summary will indicate the names of the key personnel and subcontractors who participated in them, the duration of the mission, the amount of the contract (total and if the mission was carried out by a consortium or a subcontractor, the amount actually paid to the Consultant) and the role or contribution of the Consultant in the mission.

A – Organization of the Consultant

1. Indicate here a brief description of your company/office and how it is organised, and -- in the case of a consortium -- of each partner to be involved in this mission.
2. Insert a diagram indicating the organization, the list of senior executives and shareholders participating in the profits]. The successful Consultant will also be required to provide additional beneficial ownership information, using the Beneficial Ownership Disclosure Form.

B – Consultant's experience

1. Indicate only similar missions that have been successfully completed and completed in the last [.....] years.
2. Indicate only the assignments for which the Consultant had a contract as a contractor or as a member of a consortium. The assignments carried out by the Consultant's staff on an individual basis or on behalf of other consulting firms should not serve as references to the Consultant's experience, or to partners or subcontractors, but they may be claimed by the said staff on an individual basis, in their CV. The Consultant should be prepared to substantiate the claimed experience, by submitting copies of the relevant documents and references, if requested by the Client.

| Duration | Designation of the assignment /& brief description of the main deliverables/outputs | Name of the Client & country of the assignment | Approximate Contract Amount (US\$)/ Amount Paid to Your Company | Your company's role in the mission |
|--------------------------|--|---|--|---|
| [e.g. Jan.2009–Apr.2010] | [e.g. "Improving the quality of": preparation of a master plan for;] | [e.g. Ministry of, country] | [e.g. US\$1 mill/US\$0.5 mill] | [e.g. A&B&C Lead Partner] |
| [e.g. Jan.-May 2008] | [e.g. "Assistance to local authorities.....": preparation of regulations for the needs of] | [e.g. Municipality of, country] | [e.g. US\$0.2 mil/US\$0.2 mil] | [e.g. Consultant only] |
| | | | | |

**FORM TECH-3 (FOR FULL TECHNICAL PROPOSALS)
COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE,
COUNTERPARTY PERSONNEL, AND SERVICES TO BE PROVIDED BY
THE CLIENT**

Form TECH-3: comments and suggestions on the Terms of Reference likely to improve the quality and results of the engagement, on the needs for counterparty personnel and the services to be provided by the Client, including: administrative support, office space, local transport, equipment, documents and reports, etc.

A – The Terms of Reference

[Proposed improvements to the terms of reference, if applicable]

B – The Counterparty Staff Needs and Services to be provided by the Client

[Comments on the counterparty staff and services to be provided by the Client. For example, administrative support, office space, local transportation, equipment, relevant documents and reports , etc., if applicable]

FORM TECH-4 (FOR FULL TECHNICAL PROPOSALS ONLY) DESCRIPTION OF THE APPROACH, METHODOLOGY, AND WORK PROGRAMME IN RESPONSE TO THE TERMS OF REFERENCE

Form TECH-4: description of the approach, working method, work program for the performance of the assignment, including a detailed description of the proposed methodology and personnel for the training, if the terms of reference identify training as one of the components of the assignment.

[Suggested structure for your Technical Proposal (in PTC format):

- a) Technical approach and working method
 - b) Work plan
 - c) Organization and Staff]
-
- a) ***Technical approach and working method.*** *[Please explain how you understand the objectives of the engagement, as described in the Terms of Reference (ToR), technical approach, and methodology (including Environmental and Social Aspects (ES, and as required the mandate on the risk management of Cybersecurity related to the contract from services from proposed advice and/or on surveillance from Proper management some Risks in Cybersecurity by potential contractors under the contract(s) that will be supervised/managed by the Consultant) that you would adopt in order to perform the tasks and deliver the requested products/reports, as well as the level of detail of these reports. Do not repeat or copy ToR.]*
 - b) ***Work programme.*** *[Please indicate the programme for the implementation of the main activities or tasks of the engagement, their content and duration, the breakdown into phases and the corresponding constraints, the main milestones (including review/approvals by the Client), and the estimated dates for submission of the reports. The proposed work programme should be consistent with the technical approach and methodology, demonstrating your understanding of the ToR and your ability to translate it into a realistic work programme. A list of the documents to be produced (including reports) must be provided. The programme of work must be consistent with the Programme of Activities Form.]*
 - c) ***Organization and Personnel.*** *[Please describe the structure and composition of your team, including a list of Key Personnel, other staff and administrative staff assigned to the Mission.]*

FORM TECH-4 (FOR SIMPLIFIED TECHNICAL PROPOSALS ONLY)

DESCRIPTION OF THE APPROACH, METHODOLOGY, AND WORK PROGRAMME FOR THE IMPLEMENTATION OF THE MISSION

Form TECH-4: description of the approach, working method, work program for the performance of the assignment, including a detailed description of the proposed methodology and personnel for the training, if the Terms of Reference identify the training as one of the components of the assignment.

[Suggested Structure for Your Technical Proposal]

- a) **Technical approach, working method and organization of the Consultant's team.**
[Please explain how you understand the objectives of the engagement, as described in the Terms of Reference (ToR), the technical approach and methodology (including Environmental and Social (ES) aspects, and, if required in the mandate, on the management of cybersecurity risks related to the proposed consulting services contract and/or monitoring that cybersecurity risks are adequately managed by potential contractors under the contract(s) that will be supervised/managed by the consultant) that you would adopt in order to carry out the tasks and deliver the requested products/reports, as well as the level of detail of these reports. Do not repeat or copy ToR.]

- b) **Programme of work and staff.** *[Please indicate the programme for the implementation of the main activities or tasks of the engagement, their content and duration, the breakdown into phases and the corresponding constraints, the main milestones (including review/approvals by the Client), and the estimated dates for submission of the reports. The proposed work programme should be consistent with the technical approach and methodology, demonstrating your understanding of the ToR and your ability to translate it into a realistic work programme, and the programme of activity showing the tasks of each expert. A list of the documents to be produced (including reports) must be provided. The programme of work must be consistent with the Programme of Activities Form.]*

- c) **Comments (on ToR and counterpart personnel) and services to be provided by the Client**
[Your suggestions should be concise and specific, and reflected in the Proposal. Please also provide comments, if any, on the counterparty personnel and the services to be provided by the Client. For example, administrative support, Office space, local transport, equipment, documents and reports etc...]

FORM TECH-5 PROGRAM OF ACTIVITIES AND SCHEDULE OF DELIVERABLES
(FOR A COMPLETE TECHNICAL PROPOSAL AND A SIMPLIFIED TECHNICAL PROPOSAL)

| No. | Deliverables ¹ (L-..) | Month | | | | | | | | | | | | |
|------------|---|-------|---|---|---|---|---|---|---|---|------|---|-------|--|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | | n | TOTAL | |
| L-1 | [e.g. Deliverable #1: Report A | | | | | | | | | | | | | |
| | 1) Data collection | | | | | | | | | | | | | |
| | 2) Writing the report | | | | | | | | | | | | | |
| | 3) Preliminary Report | | | | | | | | | | | | | |
| | 4) Finalization following comments | | | | | | | | | | | | | |
| | 5) provision of the final report to the Client] | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| L-2 | [e.g., Deliverable #2:.....] | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

- 1 Provide the list of deliverables indicating the details of the activities leading to them, as well as other actions, such as approvals to be obtained from the Client. For missions with sequential steps, indicate the activities, reporting, and actions required for each of the steps, separately.
- 2 The duration of the activities will be indicated in the form of a Bar chart.
- 3 Insert a legend, if necessary to understand the diagram.

**FORM TECH-6 TEAM COMPOSITION, INDIVIDUAL ACTIVITIES AND CONTRIBUTION OF KEY PERSONNEL
(FOR A COMPLETE TECHNICAL PROPOSAL AND A SIMPLIFIED TECHNICAL PROPOSAL)**

| No | Name | Staff contribution (in person/month) for each of the deliverables (listed in TECH-5) | | | | | | | | | | Total contribution time (in months) | | |
|----------------------|------------------|--|----------------|------------|-------|-------|-------|-------|--|--|-----------------|-------------------------------------|---------|-------|
| | | Position | | L-1 | L-2 | L-3 | | L-... | | | | Seat | Terrain | Total |
| Key personnel | | | | | | | | | | | | | | |
| PC-1 | [e.g. Mr. Abbbb] | [Head of Mission] | [Headquarters] | [2 months] | [1.0] | [1.0] | | | | | | | | |
| | | | [Field] | [0.5 m] | [2.5] | [0] | | | | | | | | |
| PC-2 | | | | | | | | | | | | | | |
| PC-3 | | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | | |
| | | | | | | | | | | | Subtotal | | | |
| Other staff | | | | | | | | | | | | | | |
| AP-1 | | | [Headquarters] | | | | | | | | | | | |
| | | | [Field] | | | | | | | | | | | |
| AP-2 | | | | | | | | | | | | | | |
| n | | | | | | | | | | | | | | |
| | | | | | | | | | | | Subtotal | | | |
| | | | | | | | | | | | Total | | | |

- 1 For key personnel, the contribution should be reported for each of the positions as identified in the specific data IC21.1.
- 2 The count in months is made from the beginning of the mission or mobilization. One (1) month is equivalent to twenty-two (22) days worked (billable). A day worked (billable) may not be less than eight (8) hours worked (billable).
- 3 "Headquarters" refers to the work performed in the office in the Expert's country of residence. "Field" refers to work performed in the Client's country or another country different from the expert's country of residence.



Full-time contribution



Part-time contribution

**FORM TECH-6 - CURRICULUM VITAE (CV)
(CONTINUED)**

| | |
|---|----------------------------------|
| Job Title and No. | <i>[e.g. PC 1 - Team Leader]</i> |
| Name of the Expert: | <i>[Insert full name]</i> |
| Date of birth: | <i>[day/month/year]</i> |
| Nationality/Country of Residence | |

Education: *[Summarize the university and other specialized studies completed, indicating the name of the school or university, the years of study and the diplomas obtained]*

Work Experience Relevant to the Assignment : *[List the jobs held since graduation, in reverse chronological order, starting with the current position; for each one, indicate the dates, name of the employer, the employee's professional title, and place of work; for jobs in the last ten years, further specify the type of work performed and provide, if applicable, the names of the clients for reference. Jobs held that are unrelated to the mission may be omitted.]*

| Period | Name of employer, professional title/position held. Contact information for references | Country | Summary of Activities Completed in Relation to this Engagement |
|--------------------------------|--|----------------|---|
| <i>[e.g. May 2011-present]</i> | <i>[e.g. Ministry of, Advisor/Consultant for... For references: Tel...../e-mail.....; Mr. Bbbbbb, Director]</i> | | |
| | | | |
| | | | |

Membership of professional associations and publications produced:

Languages spoken (indicate only the languages in which you can work):

Skills/qualifications for the mission:

| | |
|---|--|
| Specific tasks incumbent on the expert among the tasks to be carried out by the Consultant's team of experts: | Reference to previous work or assignments illustrating the expert's ability to carry out the tasks assigned to him |
| [List of deliverables/tasks with reference to TECH-5 in which the expert will be engaged] | |
| | |
| | |

Information to contact the Expert: (email....., phone.....)

Certification :

I, the undersigned, certify that this CV correctly describes me, my qualifications and my professional experience; I undertake to be available to carry out the mission when necessary, in case the contract is awarded. Any false statement or information provided incorrectly in this CV may justify my disqualification or dismissal by the Client, and/or sanctions by the Bank.

[day/month/year]

Name of the expert

Signature

Date

[day/month/year]

Name of authorized representative of the
Consultant
(the same person who is
signatory of the Proposal)

Signature

Date

FORM TECH-7
CODE OF CONDUCT FOR STAFF
(FOR PROPOSAL TECHNICAL COMPLETE AND SIMPLIFIED)

CODE OF CONDUCT FOR EXPERTS

Note to Customer:

The following minimum requirements should not be changed. Customer may include additional requirements to reflect specific issues/risks in the Agreement.

Remove this box before the RFP is issued.

Note to Consultant:

The minimum content of the Code of Conduct form as defined by the Client shall not be materially altered. However, the Consultant may add requirements, as appropriate, in particular to take into account the issues/risks specific to the Contract.

The Consultant will initial and submit the Code of Conduct form as part of his/her Proposal.

We are the Consultant, [enter Consultant's name]. We have signed a Contract with [enter the name of the Customer] for [enter the description of the Services]. Our Agreement requires us to implement measures to address environmental and social risks related to the Services, including risks of sexual exploitation and abuse and sexual harassment.

This Code of Conduct is part of our measures to address social risks, if any, related to the Services. This Code of Conduct identifies the behavior required of all Experts.

Our workplace is an environment in which dangerous, offensive, abusive or violent behaviour will not be tolerated and where all people should feel comfortable raising issues or concerns without fear of reprisal.

REQUIRED DRIVING

Experts must:

1. perform their duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements;
3. treat others with respect and not discriminate against specific groups such as women, persons with disabilities, migrant workers or children;
4. not commit any form of sexual harassment, which means unwelcome sexual advances, requests for sexual favours and any other verbal or physical behaviour with sexual connotations towards other Experts, or the Client's Personnel;

5. not engage in sexual exploitation, which means any actual or attempted abuse of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, deriving monetary, social or political benefit from the sexual exploitation of others;
6. not commit sexual abuse, which means physical intrusion or the threat of physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
7. not engage in any form of sexual activity with anyone under the age of 18, except in the case of a pre-existing marriage;
8. attend relevant training courses to be provided on the environmental and social aspects of the Agreement, including health and safety issues, and on sexual exploitation and abuse (SEA) and sexual harassment (HS);
9. formally report violations of this Code of Conduct; and
10. not retaliate against anyone who has reported violations of this Code of Conduct, either to us or to the Client.

RAISING CONCERNS

If an individual becomes aware of any behaviour that they believe may constitute a breach of this Code of Conduct or is of concern to them in any other way, they should report it as soon as possible. This can be done in one of the following ways:

1. Contact [*indicate the name of the Consultant's social expert, designated by the Consultant to deal with these matters*] in writing at this address [] . or by telephone at [] or in person at [] ; or
2. Call [] to reach the appropriate department (*if applicable*) and leave a message.

The identity of the person will remain confidential, unless the reporting of allegations is required by law by the law of the country. Anonymous complaints or allegations may also be submitted and will be the subject of all appropriate considerations. We take all reports of possible misconduct seriously. We will investigate and take appropriate action. We will provide referrals of service providers who may be able to assist the person who experienced the alleged incident, if applicable.

There will be no retaliation against a person who, in good faith, reports a concern about conduct prohibited by this Code of Conduct. Such retaliation would constitute a violation of this Code of Conduct.

CONSEQUENCES OF VIOLATING THE CODE OF CONDUCT

Any violation of this Code of Conduct by Experts may result in serious consequences, up to and including dismissal and possible referral to the judicial authorities.

FOR THE EXPERT:

I have received a copy of this Code of Conduct in a language I understand. I understand that if I have any questions about this Code of Conduct, I may contact [*insert name of the Consultant's contact person with relevant experience*] to request an explanation.

Name of Expert: [insert name]

Signature: _____

Date: (day, month, year) _____

Name of Consultant's Authorized Representative: [insert name]

Signature: _____

Date: (day, month, year) _____

FORM TECH-8
SEXUAL EXPLOITATION AND ABUSE (SEA) AND SEXUAL
HARASSMENT REPORTING
(FOR COMPLETE AND SIMPLIFIED TECHNICAL PROPOSAL)

[This form must be completed for the Consultant and, in the case of a consortium, by each member of the consortium and each subcontractor proposed by the Consultant.]

Consultant's Name: [insert full name]

Date: [insert day, month, year]

Name of the member of the Group or subcontractor: [insert full name]

RFP No. and Title: [insert RFP number and title]

Page [insert page number] on [insert total number] pages

| EAS and/or HS declaration |
|---|
| <p>We:</p> <p>(a) have not been disqualified by the Bank for non-compliance with SEA/HS obligations</p> <p>(b) have been disqualified by the Bank for non-compliance with SEA/HS obligations</p> <p>(c) have been disqualified by the Bank for non-compliance with the SEA/HS obligations. An arbitration decision on the disqualification case was rendered in our favour.</p> |
| <p>[If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</p> |

Section 4. Financial Proposal - Sample Forms

[The Notes to the Consultant in brackets [] are intended to guide the Consultant in preparing the Financial Proposal; therefore, these notes should not be included in the Financial Proposal provided to the Client.]

The standard Financial Proposal forms must be used for the preparation of the Financial Proposal, following the instructions in Section 2.

- FIN-1 Financial Proposal Form
- FIN-2 Summary of Prices
- FIN-3 Compensation details including Appendix A "Financial Negotiations - Decomposition of Rates of Pay" in the case of the SQC method
- FIN-4 Other Expenses (Reimbursable)

FORM FIN-1 FINANCIAL PROPOSAL FORM

[Location, Date]

At: *[Name and address of the Customer]*

Dear Madam/Sir,

We, the undersigned, have the honour to offer you our services, as a consultant, for the *[Insert title of consultancy services]* in accordance with your Request for Proposals dated *[Insert Date]* and our Technical Proposal.

You will find attached our Financial Proposal which amounts to *[indicate amount(s) in letters and figures for each of the currencies]* *[insert "This amount is an amount "net of indirect taxes" or "including indirect taxes" in the Client's country in accordance with Article 25.1 of the CI in the Specific Data]*. The estimated amount of indirect taxes in the Client's country is *[insert amount(s) in letters and figures and currency]* which will be confirmed or adjusted, if necessary, during the negotiations of the Contract *[Note that the amounts must be the same as in the FIN-2 Form]*.

Our Financial Proposal will be valid and binding on us, subject to changes resulting from the negotiation of the Agreement, for the period specified in Article 12.1 of the Specific Data CIs.

Any commissions, gratuities and benefits paid or to be paid by us to agents in connection with this Proposal and the performance of the Contract, if awarded to us, are set out below:

| Name and address of agents/others | Amount and currency | Purpose of the commission or benefit |
|-----------------------------------|---------------------|--------------------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

[In the event that no commission, gratuity or benefit has been paid or promised, add the following statement: No commission, gratuity or benefit has been or will be paid by us to any agents or other party in connection with this Proposal, or the performance of the Contract if awarded to us.]

We acknowledge that you are not required to accept any of the Submissions received.

Signature of the Consultant's authorized representative: _____

Signer's Full Name: _____

Signer's title: _____

Name of the Consultant (name of the company or group): _____

Able to: _____

Address : _____

Contact Information (Phone and Email): _____

[For a consortium, all partners must sign or only the lead partner will sign, in which case the authority authorizing the signatory to sign on behalf of all partners must be attached]

FORM FIN-2 SUMMARY OF PRICES

| Item | Price | | | |
|---|---|--|--|---|
| | <i>[The Consultant must indicate the price offered in accordance with Article 16.4 of the Specific Data; delete any unused columns]</i> | | | |
| | <i>[Insert Foreign Currency #1]</i> | <i>[Insert Foreign Currency #2, if used]</i> | <i>[Insert Foreign Currency #3, if used]</i> | <i>[Insert National currency, if used and/or required (16.4 Specific data)]</i> |
| Financial Proposal Award includes | | | | |
| (1) Remuneration | | | | |
| (2) Other Costs [Reimbursable] | | | | |
| Total Financial Proposal Price: <i>[should reflect the amount in the FIN-1 Form]</i> | | | | |
| Estimated indirect taxes in the Client's country – to be reviewed and finalised during the negotiation of the Agreement (if awarded) | | | | |
| (i) <i>[insert type of tax, e.g. VAT or transaction tax]</i> | | | | |
| (ii) <i>[e.g. Income tax for non-resident experts]</i> | | | | |
| (iii) <i>[insert tax type]</i> | | | | |
| Estimated total indirect taxes in the Client's country: | | | | |

Note: Payments will be made in the currency(ies) indicated above (Reference to IC 16.4).

FORM FIN-3 SUB-DETAIL OF COMPENSATION

When used for a lump sum remuneration contract, this form will be used to indicate the basis for calculating the contract price, for the calculation of taxes and duties during the negotiation of the contract and, where applicable, to establish the price to be paid to the Consultant for additional services at the request of the Client. This form will not be used to make payments for the lump sum contract.

| A. Remuneration _____ | | | | | | | | |
|------------------------------|------|--------------------------|------------------------------|--|--|---|-------------------------------------|--|
| No. | Name | Position (cf. TECH-6) | Expert-Month Compensation | Total Expert Contribution /Month (cf. TECH-6) | <i>[Currency # 1- cf. FIN-2]</i> | <i>[Currency # 2 - cf. FIN-2]</i> | <i>[Currency# 3- cf. FIN-2]</i> | <i>[National currency cf. FIN-2]</i> |
| Key personnel | | | | | | | | |
| PC-1 | | | <i>[Headquarters]</i> | | | | | |
| | | | <i>[Field]</i> | | | | | |
| PC-2 | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Other staff | | | | | | | | |
| AP-1 | | | <i>[Headquarters]</i> | | | | | |
| AP-2 | | | <i>[Field]</i> | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| Total Costs | | | | | | | | |

APPENDIX A - FINANCIAL NEGOTIATIONS - BREAKDOWN OF RATES OF PAY

1. Review of rates of pay

- 1.1 Staff compensation includes salaries, payroll taxes, overhead, profit margin, and any bonuses or allowances paid for field assignments or home offices. A form showing the breakdown of the elements of the remuneration is attached.
- 1.2 In the event that the RFP requests the submission of a technical proposal only, the form is used by the Consultant to prepare the contract negotiations. In the event that the RFP also requests the submission of the financial proposal, the form must be completed and attached to Form FIN-3. Forms agreed upon during negotiations, indicating the agreed breakdown, form part of the negotiated contract and must be included in Appendices D or C.
- 1.3 During negotiations, the Consultant must be willing to disclose the audited financial statements for the last three financial years, to justify its rates, and to accept that the rates it proposes as well as other financial aspects be subject to scrutiny. The Client, as a custodian of public funds, must spend them prudently.
- 1.4 The details of the rates are discussed below.

(i) salary is the regular gross salary paid to an employee at the Consultant's headquarters. It does not include any field assignment or other grants (unless included by legislation or official regulations).

(ii) The premiums are in principle paid on the profits made. As the Client does not wish to make double payments, bonuses granted to staff are not part of the "salary" and must be indicated separately. If the Consultant's accounting is such that the percentage of its social security contributions and overheads is based on its total revenues, including bonuses, these percentages must be adjusted downwards proportionately. If the national legislation stipulates the payment of a thirteenth month, there is no need to adjust the profit element downwards. Any discussion of the awards should be supported by the audited accounting documents, which will be considered confidential.

(iii) Payroll taxes are the expenses that the Consultant represents for the non-monetary benefits it provides to its employees and include, *inter alia*: pension, health and life insurance contributions, as well as annual leave and sick leave payable by the Consultant. In this respect, the cost of holidays leave is not an acceptable payroll tax, nor is the cost of leave taken during a mission if no replacement staff is provided.

(iv) Cost of leave. The rules for calculating the cost of the total number of days of vacation leave as a percentage of base salary are normally as follows:

$$\text{Cost of leave as a percentage of salary} = \frac{\text{jours de congé} \times 100}{[365 - w - fl - a - m]}$$

w being on weekends, fl public holidays, has vacation leave and M sick leave

It is important to note that leave can only be considered a payroll tax if it is not invoiced to the Client.

(v) Overhead expenses are the operating expenses of the Consultant that are not directly related to the performance of the assignment and are not reimbursed as a separate cost item under the Contract. These are usually headquarters expenses (non-billable working time, working time of the managers administering the project, rent, support staff, research costs, staff training, sales costs, etc.), the cost of staff not currently engaged in income-generating activities, taxes on the enterprise and costs of promoting the enterprise. During negotiations, audited financial statements, certified by an independent auditor and supporting overhead costs for the last three years, should be available for review, as well as detailed lists of the components of these overhead costs and the percentage of base salary represented by each of them. The Client does not agree to pay an additional margin for payroll taxes, overheads, and other costs related to staff who are not permanently employed by the Consultant. In this case, the Consultant may only claim the payment of administrative fees and commissions on the sums that it invoices monthly for the subcontracted personnel.

(vi) The profit margin is normally calculated on the sum of salaries, social security contributions and overheads. If any periodic premiums are indicated, there will in principle be a corresponding reduction in the profit component. Travel and other reimbursable expenses cannot be included in the basis for calculating the benefit.

(vii) Allowance, field assignment grant or subsistence allowance: Some consultants pay expatriation allowances to their staff assigned to the field or home office. These allowances are calculated as a percentage of salary and cannot give rise to overhead costs or profits. If the applicable legislation imposes social security contributions on them, the corresponding amount is shown under social security contributions, the net amount of the allowance being shown separately. The rates commonly applied by UNDP in the country can be used as a reference for the establishment of subsistence allowances.

Sample Form

Consultant:
Mission:

Country:
Date:

Declaration of Costs and Charges of the Consultant

We hereby confirm that:

- (a) The basic fees shown in the attached table are taken from the company's pay stubs and reflect the current rates of the listed experts. These rates have not been increased other than the normal annual increase according to the policy applied by the company to its staff;
- (b) certified copies of the last pay slips of the listed experts are attached;
- (c) the expenses of the off-site assignment indicated below are those that the company has agreed to pay for this assignment to the experts mentioned;
- (d) the weights listed in the attached table for payroll taxes and overheads are based on the average cost of the last three years as represented by the company's financial statements; and
- (e) these weightings relating to social security contributions and general expenses do not include bonuses or any other type of remuneration.

[Name of Consultant]

(Signature of the Authorized Representative)

Date

Name: _____

Title: _____

Declaration of Costs and Charges of the Consultant
(Model Form I)
 (Wording in [insert currency*])

| <i>Staff</i> | | <i>1</i> | <i>2</i> | <i>3</i> | <i>4</i> | <i>5</i> | <i>6</i> | <i>7</i> | <i>8</i> |
|-------------------------|-------------|---|----------------------------------|-----------------------------|-----------------|---|--|---|---|
| <i>Name</i> | <i>Post</i> | <i>Base salary per month/day/working hour</i> | <i>Payroll Taxes¹</i> | <i>Overhead¹</i> | <i>Subtotal</i> | <i>Profit margin (profit)⁽²⁾</i> | <i>Off-Office Allowances¹</i> | <i>Fixed rate offered per month/day/business hour</i> | <i>Proposed fixed rate per working month/day/hour¹</i> |
| <i>Office</i> | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| <i>Client's Country</i> | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

* If more than one currency is used, use the additional table(s) for each currency

- 1. Expressed as a percentage of (1)
- 2. Expressed as a percentage of (4)

FORM FIN-4 BREAKDOWN OF OTHER EXPENSES [REIMBURSABLE]

When used for a flat-rate remuneration contract, the information provided will be used to indicate the basis for calculating the contract price, the calculation of taxes and duties during the negotiation of the contract and, where applicable, to establish the price to be paid to the Consultant for additional services at the request of the Client. This form will not be used to make payments for the lump sum contract.

| B. [Expenses Reimbursable] _____ | | | | | | | | |
|---|---|-------------|----------------------|-----------------|--------------------------------------|---------------------------------------|-------------------------------------|--|
| N o. | Type of Expenses [Reimbursable] | Unit | Unit cost | Quantity | <i>[Currency # 1- cf. FIN-2]</i> | <i>[Currency # 2 - cf. FIN-2]</i> | <i>[Currency# 3- cf. FIN-2]</i> | <i>[National currency - cf. FIN-2]</i> |
| | <i>[ex Per diem **]</i> | [Day] | | | | | | |
| | <i>[e.g. international travel]</i> | [Post] | | | | | | |
| | <i>[e.g. transport to/from airport]</i> | [Travel] | | | | | | |
| | <i>[e.g. Cost of communication between [Insert location] and [Insert location]]</i> | | | | | | | |
| | <i>[ex reprography of reports]</i> | | | | | | | |
| | <i>[ex office rental]</i> | | | | | | | |
| | | | | | | | | |
| | <i>[training of the Client's personnel – if provided for in the ToR]</i> | | | | | | | |
| Total cost | | | | | | | | |

Caption: The "per diem" is paid for each night that the staff must spend outside their usual place of residence for the purposes of the Contract. The Client may impose a maximum amount.

Section 5. Eligible countries

For the information of the Shortlisted Consultants, with reference to CI Article 6.3.2, firms, goods and services from the following countries are not eligible to compete in this project:

(a) under the CI Article 6.3.2(a):

[insert list of ineligible countries, or if there are none, indicate "none"]

(b) under CI 6.3.2(b):

[insert list of ineligible countries, or if there are none, indicate "none"]

Section 6. Fraud and Corruption

(The text of this Section 6 should not be changed)

1. Object

- 1.1 The Bank's Anti-Fraud and Anti-Corruption Guidelines, as well as this section, are applicable to procurement in the Bank's Investment Project Finance Operations.

2. Requirements

- 2.1 The Bank requires, that Borrowers (including beneficiaries of its financings), Bidders (applicants/proposers), consultants, contractors and suppliers, subcontractors, sub-consultants, service providers, all agents (declared or undeclared); and their staff comply with the highest ethical standards during the procurement process, selection, and execution of contracts financed by the Bank, and refrain from fraud and corruption.
- 2.2 Under this principle, the Bank
- a. for the purposes of this provision, defines the following terms as follows:
 - i. "bribery" is anyone who offers, gives, solicits or accepts, directly or indirectly, any advantage with a view to improperly influencing the actions of another person or entity;
 - ii. Delivers "fraudulent schemes" means anyone who acts, or misrepresents facts, deliberately or through gross negligence, or attempts to mislead a person or entity, in order to obtain a financial or other benefit, or to evade an obligation;
 - iii. "Collusive tactics" are persons or entities who agree to achieve an unlawful objective, including by improperly influencing the actions of other persons or entities;
 - iv. engages in "coercive tactics" means any person or entity who harms or harms, or threatens to harm or harm, directly or indirectly, a person or entity, or their property, with a view to improperly influencing the actions of that person or entity; and
 - v. engages in "obstructive manoeuvres":
 - (a) who deliberately destroys, falsifies, alters or conceals the evidence on which an investigation of corruption or fraudulent, coercive or collusive practices is based, or makes false statements to its investigators intended to obstruct its investigation; threatening, harassing or intimidating anyone in order to prevent them from sharing information about this investigation, or from continuing the investigation; or
 - (b) who wilfully interferes with the Bank's exercise of its right of review as set out in paragraph (e) below.

- b. reject the proposal for the award of a contract if it establishes that the natural or legal person to whom it is recommended that the contract or contract be awarded, or any of its staff members or agents, sub-consultants, subcontractors, service providers, suppliers, or any of their employees, has engaged in an act of corruption, directly or indirectly, a fraudulent, collusive, coercive or obstructive manoeuvre with a view to obtaining the said contract or contract;
- c. in addition to the remedies provided for in the Financing Agreement, may decide on other appropriate actions, including declaring the award of the contract non-compliant if it determines, at any time, that the representatives of the Borrower or a beneficiary of the financing, engaged in bribery or fraudulent, collusive, coercive or obstructive practices during the procurement procedure, selection or performance of the contract, without the Borrower having taken, in due time and to the satisfaction of the Bank, the measures necessary to remedy the situation, including by failing to comply with its duty to inform the Bank when it became aware of such practices;
- d. sanction a firm or individual, within the framework of the Bank's Anti-Fraud and Anti-Corruption Guidelines, and in accordance with the Bank's applicable sanctions rules and procedures, including by publicly declaring the exclusion of the firm or individual for an indefinite or specified period of time (i) from the award of a Bank-financed contract or from benefiting financially or otherwise ³from it (ii) participation⁴ as a subcontractor, consultant, manufacturer or supplier of goods or designated service provider of an enterprise otherwise eligible for the award of a contract financed by the Bank; and (iii) receipt of the disbursement of funds from a loan from the Bank or otherwise participating in the preparation or implementation of a project financed by the Bank;
- e. require that tender/proposal documents, and contracts and contracts financed by the Bank, contain a provision requiring Bidders (candidates/proposers), consultants, suppliers, and contractors, as well as their subcontractors, sub-consultants, service

³ For the avoidance of doubt, the effects of such a sanction on the party concerned concern, but are not limited to, (i) the submission of an application for pre-qualification, the expression of interest for a consultancy assignment, and the participation in a call for tenders directly or as a subcontractor, consultant, manufacturer or supplier, or service provider in the context of such a contract, and (ii) the conclusion of an amendment or addendum containing a material amendment to an existing contract.

⁴ A designated subcontractor, consultant, manufacturer or supplier of goods or services (different titles are used depending on the wording of the tender documents) is a company or individual who (i) is part of the Bidder's pre-qualification request or offer taking into account the specific and essential experience and know-how it brings to the table in order to meet the qualification conditions for a given tender; or (ii) has been designated by the Borrower.

providers, suppliers, agents, and staff, to authorize the Bank to inspect⁵ accounting documents, statements and other documents relating to the awarding of the contract, the selection and/or performance of the contract or contract, and to submit them for verification to auditors appointed by the Bank.

⁵ The inspections carried out in this context are verifications on the basis of documents due to their nature. They include documentary and factual research activities undertaken by the Bank, or persons designated by it, in order to verify specific aspects of an investigation or audit, such as the assessment of the veracity of a possible accusation of Fraud and Corruption, by means of appropriate mechanisms. Such activities may include, without limitation, accessing and reviewing financial records of a business or person, making copies of such records as necessary, accessing and reviewing any other documents, data and information (in printed or electronic form) deemed relevant to the investigation or audit, make copies of these documents as required, interview staff and other persons, conduct physical inspections and site visits, and obtain third-party verification of information.

Section 7. Terms of Reference



RECRUITMENT OF A CONSULTANT (FIRM) TO CARRY OUT AN EXTERNAL AUDIT OF THE PROJECT ACCOUNTS:

- Women's Empowerment and Demographic Dividend in Sub-Saharan Africa-Plus (SWEDD+) Project P176693,
- Health Security Program (HeSP) P179078

FOR 2024-2025-2026 ACCOUNTING EXERCISES

Terms of Reference

FUNDING: World Bank

July 2024

Summary:

1. Background and rationale
2. Objectives of the audit of projects
3. Preparation of annual financial statements
4. Audit Scope
5. Project Financial Statements
6. Certified Statements of Expenditure
7. Designated Account
8. Audit Report
9. Letter of Internal Control
10. Available information
11. General considerations
12. Auditor quality
13. Audit Duration and Timing

I. BACKGROUND AND RATIONALE

The West African Health Organization is the specialized health institution of the Economic Community of West African States (ECOWAS). The mission of the West African Health Organization (WAHO) is to provide the people of the region with the highest quality health care rooted in the harmonized policies of Member States, pooling of resources, and cooperation between Member States and other countries and partners for a collective and strategic fight against health problems in the region. In order to fulfill its mission, WAHO has received funding from the World Bank (WB) to implement the following projects:

1. Sub-Saharan Africa Women's Empowerment and Demographic Dividend Project-Plus (SWEDD+),

-

The development objective of the project is "to increase girls' and women's access to learning, economic opportunities and the use of health services, and to strengthen the institutional capacity of the entire region for gender equality". This project is being implemented jointly with the ECOWAS Centre for Gender Development (CCDG) and the UNFPA Regional Office for West Africa (UNFPA-WCARO). The budget allocated by the World Bank to WAHO for the SWEDD+ project is \$15 million for 4 years, from 2025 to 2028.

2. Health Security and Resilience Programme in West and Central Africa (HeSP)

The development objective of the project is to strengthen regional collaboration and the capacity of health systems to prevent, detect and respond to health emergencies in West and Central Africa.

The Health Security Programme (HeSP) will be implemented from 2024 to 2032 and will cover West and Central Africa. WAHO will provide regional coordination of the Programme, with a budget of US\$15 million over five years, and will work in partnership with the World Organisation for Animal Health (WOAH), which has a budget of US\$10 million for the same period. Other partners such as the World Health Organization (WHO), GIZ, the Joseph Ki-Zerbo University of Ouagadougou (Burkina Faso) and the University of Ghana will also support the implementation of the Programme.

PERIOD OF THE MISSION

The audit engagement will cover the accounting periods ending at:

- December 31, 2024 (for HESP)
- December 31, 2025 (HESP+SWEDD+)
- December 31, 2026 (HESP+SWEDD+)

In the event that WAHO signs a contract for new projects, during the current contract period, the closing dates of these projects and related information will be specified.

These terms of reference, which define the objectives and tasks assigned to the auditor, are in line with World Bank guidelines.

CONTACTS DURING THE MISSION

Once the consulting firm has been selected, WAHO will provide a list of key contacts for the audit. This list includes the names of the following positions:

- Director General of WAHO;
- Director - Department of Health Planning and Information (DPHI);
- Director of Administration and Finance (CFO);
- Financial Controller;
- Senior Accountant;
- Administration of purchase orders, assets and risks;
- Accountants, administrative staff and administrators;
- Project Management Unit General Coordinator (GC-PMU);
- Project Coordinators, Procurement Specialist and Assistant, Financial Management Specialist, Accountant; Monitoring and Evaluation Officer and Assistant;

II. OBJECTIVES OF THE AUDIT OF PROJECTS FINANCED BY THE WORLD BANK

The objective of the financial and accounting audit is to provide a professional opinion on the financial position of each project at the end of each fiscal year and to ensure that the resources provided for the projects are used for the intended purposes for achieving the development objectives of the projects.

The expression of this professional opinion will be based on documents prepared and provided by WAHO and other relevant legal documents of the projects.

To this end, WAHO has put in place an adequate internal control system as well as acceptable documentation of transactions related to each project.

III. PREPARATION OF ANNUAL FINANCIAL STATEMENTS

WAHO is responsible for the preparation of the financial statements, including notes and notes, in accordance with the International Public Sector Accounting Standards (IPSAS). The auditor should express an opinion on financial statements based on International Standards on Auditing (ISAs), in particular by referring to ISA 800 (Auditor's Report on Special Audit Engagements) issued by the International Federation of Accountants (IFAC) in order to provide reasonable assurance that the financial statements are fair and clear. The audit should include any tests and controls that the auditor may deem necessary. The auditor should note that he is required to carry out a compliance audit and not a regular statutory audit for the purposes of the assignment entrusted to him.

IV. SCOPE OF THE AUDIT

As noted above, each project will be audited in accordance with the International Standards on Auditing (ISAs) issued by IFAC and will include such auditing tests, procedures and controls as the auditor deems necessary. The auditor will ensure that:

All Bank resources and other external funds have been used in accordance with the provisions of the relevant financing agreements, with a view to economy and efficiency, and only for the purposes for which they were provided. These are grants E2420-3W for the SWEDD+ project and E269-3W for the Health Security Program (HeSP).

- a) Contracts for goods and services have been awarded in accordance with the provisions of the relevant financing agreements based on the World Bank's procurement procedures and have been duly recorded in the accounting books;
- b) All necessary records, registers and accounts have been maintained for the various operations related to the Projects (including expenses covered by statements of expenditure or financial monitoring reports);
- c) Designated accounts are administered in accordance with the provisions of the Financing Agreements;
- d) The accounts of each Project have been prepared by systematically applying OHADA accounting standards and give a true and fair view of the financial position of each Project at the end of each financial year as well as the resources received and expenditures incurred during the financial year at the closing date.
- e) The overall financial performance of each project is satisfactory;
- f) The capital assets of each project are actual and properly valued, and ownership of the project or its beneficiaries is established in accordance with the funding agreement.

- g) Ineligible expenses in the claims for reimbursement of funds identified during the audit of each project were reimbursed to the designated account. These expenses are disclosed separately in the audit report.

In accordance with IFAC standards, the auditor will pay particular attention to the following issues:

- i. ***Fraud and corruption:*** In accordance with ISA 240, the auditor's responsibility to examine fraud in an audit of financial statements, the auditor must identify and assess any risk of fraud, obtain or provide audit evidence sufficient to analyze those risks and address identified or suspected fraud appropriately.
- ii. ***Laws and regulations:*** In developing the audit approach and performing audit procedures, the audit should assess the **Project Management Unit's** compliance with laws and regulations that could materially affect the financial statements, as required **by ISA 250 (Recognition of the Risk of Irregularities in the Accounts Resulting from Non-Compliance with Legal and Regulatory Requirements)**
- iii. ***Governance:*** Communication with project managers responsible for the governance of significant audit matters in accordance with **ISA 260 (Engagement Communication with Governance Leaders)**.
- iv. ***Risks:*** In order to reduce audit risks to a relatively low level, the auditor should perform appropriate audit procedures in response to the risk of irregularities identified at the end of the audit in accordance with **ISA 330 (Audit Procedures Performed by the Auditor on Assessed Risks)**.

V. PROJECT FINANCIAL STATEMENTS

The auditor will verify that the financial statements of each project have been prepared in accordance with accepted accounting principles (see paragraph 3 above) and that they present fairly the financial position of the project at the balance sheet date and the resources and expenditures at that date. The financial statements for each project include:

- a) Statement of resources (funds received from IDA, etc.) and utilization (expenditures incurred during the reporting period);
- b) Status of operations in the dedicated account;

- c) A statement of assets and liabilities showing the accumulated funds for each project, bank balances, other project assets and liabilities, and commitments, if any;
- d) Notes to the financial statements describing the accounting principles used and presenting a detailed and explained discussion of the main accounts;
- e) List of capital assets purchased from each project's funds.

The External Auditor shall attach to the financial statements a reconciliation of the funds received by the World Bank project and the funds disbursed by the World Bank.

VI. CERTIFIED STATEMENTS OF EXPENDITURE

In addition to auditing the financial statements, the auditor verifies the certified statements of expenditure or financial monitoring reports used as the basis for requesting reimbursement of funds from the World Bank. The auditor will perform tests, audit procedures, and controls as appropriate. A list of certified statements of expenditure, evidenced by claims, is appended to the financial statements, including specific references to the amount and numerical sequence.

The total number of claims for reimbursement of funds submitted under the certified statements of expenditure or financial control reports procedure should be an element of the overall reconciliation of disbursements described in paragraph 5 above.

VII. DEDICATED ACCOUNT

As part of the audit of the financial statements for each project, the auditor will analyze the transactions of the designated account, which should include:

- Advances received from the World Bank;
- replenishment of the designated account supported by requests for reimbursement of funds
- any interest that may have accrued in the project account;
- withdrawals made for project expenses.

The auditor pays particular attention to the compliance of the balances of the designated account at the end of the financial year with the procedures of the World Bank. The auditor shall examine the eligibility of the financial transactions during the period under review and the balances of the funds at the end of the financial year in accordance with the provisions of the financing agreement and the disbursement letter. The auditor examines the adequacy of the internal control system on the basis of the disbursement mechanism. It should be noted that the conditions for the management of the designated accounts are described in subsections 5.3 of the financing agreement and paragraph I of the disbursement letter.

The auditor must verify the eligibility and accuracy of the following:

- Financial transactions carried out during the period under review;
- Account balances at the end of the fiscal year under review;
- The use of the Account designated in accordance with the Financing Agreement;
- The robustness of the internal control in relation to the disbursement mechanism.

VIII. AUDIT REPORT

The auditor expresses an opinion on the financial statements of each project. The annual audit report of the project shall include a separate paragraph highlighting the main weaknesses in internal control and instances of non-compliance with the terms and conditions of the financing agreement.

The interim audit report must be received no later than one (1) week after the end of the engagement.

WAHO reviews the interim audit report, reviews all findings and recommendations, and provides initial comments at a meeting. The auditor must finalize the report within one (1) week.

IX. LETTER OF INTERNAL CONTROL

In addition to the audit report on the financial statements, the auditor prepares an internal audit letter that includes:

- (a) Comments and observations on the accounting records, systems and controls examined during the audit;
- (b) Weaknesses in the internal control system and recommendations for system improvement;
- (c) The level of compliance with each financial commitment contained in the financing agreement and comments, if any, on external and internal issues affecting such compliance;
- (d) Communication issues identified during the audit that may have a significant impact on project execution;
- (e) Comments to fill gaps and reservations;
- (f) Comments on unimplemented recommendations from previous audit reports
- (g) Comments and observations on procurement activities for all projects;
- (h) Comments on any other deficiencies that the auditor deems relevant, including ineligible expenditures. Ideally, the internal control letter should include the implementing entities' responses to the deficiencies identified by the auditor.

X. AVAILABLE INFORMATION

The auditor has access to all legal documents, correspondence and other information about the project that the auditor deems necessary.

The External Auditor shall obtain confirmation of the amounts disbursed and the balance of the designated accounts at the Bank. Available information should include copies of project evaluation documents, funding agreements, financial management evaluation reports, and oversight reports, as applicable;

XI. GENERAL

The auditor submits the report in six (06) copies of each project to the Director General of WAHO.

It would be highly desirable for the auditor to familiarize himself with the Financial Reporting Guidelines (June 30, 2003) and the Audit of IDA Financed Projects that summarize the financial reporting and auditing requirements. The auditor also consults the World Bank's procurement guidelines. The auditor will also review the World Bank's Disbursement Manual (May 2006). These documents must be provided to the auditor by WAHO or can be found on the World Bank's website.

In addition, the auditor shall submit a financial proposal indicating the costs of providing annual audit services per project and the overall cost of the annual audit.

XII. AUDITOR PROFILE

The Consultant must be an independent Audit and Accounting Firm, with a regular audit practice, regularly registered on the Roll of an IFAC Certified Public Accountant with proven experience in financial auditing of development projects and acceptable to the IDA. The firm must be up to date with its order of chartered accountants (certificate of regularity produced by the chartered accountant)

More specifically, the auditor will be an audit and accounting firm with at least 5 years of existence and practicing in the field of accounting and financial auditing of similar projects/programs and must have audited the annual financial statements of at least 5 projects financed by the World Bank during the last 5 years. In addition, he or she must have sufficient knowledge of international standards (ISAs, etc.) in terms of financial and accounting audits.

i. Key mission personnel will be required to include at least:

- (a) A Certified or Chartered Accountant registered with the Order of Chartered Accountants of his/her country, signatory of the audit reports justifying at least 15 cumulative years of experience in financial and accounting auditing, including at least 5 years in

accounting audit missions of projects financed by the World Bank. He/she must have signed audit reports and/or participated in at least 4 audit missions of World Bank-financed project/program accounts;

- (b) one (1) Head of Mission with a BAC + 5 level diploma or higher in auditing, accounting and with 10 years of cumulative experience, including at least 5 years in accounting audit missions for donor-funded projects (World Bank projects are an asset). He/she must have supervised at least 5 audit missions of donor-funded projects with at least 2 missions for the World Bank;
- (c) one (1) experienced auditor with a BAC + 5 level diploma or higher in auditing, accounting and with 5 years of cumulative experience, including at least 3 years in audit and accounting engagements for projects financed by the World Bank. He/she must have participated in at least 3 missions to audit the accounts of donor-funded projects/programs, at least one mission for the World Bank;
- (d) one (1) Procurement specialist at the BAC + 4 level or higher in engineering, public works, economics, law or equivalent, with at least 3 years' experience in contract auditing. The incumbent must have participated in at least 3 audit missions of development projects/programs financed by the World Bank.

The audit firm's offer must include, in addition to the documents, the following information:

- i) References of the auditor abroad and in Burkina Faso;
- ii) References of audit engagements for World Bank-financed projects in Burkina Faso and abroad (project name, financing number, years audited);
- iii) Curriculum vitae of the various members of the audit team.

XIII. DURATION OF THE MISSION

The estimated duration of the audit engagement is one month per fiscal year, including the submission of final reports.

XIV. FORCE MAJEURE

In the event of force majeure preventing auditors from accessing WAHO sites, the audit mission may be held remotely.

XV. TERMS OF PAYMENT

Payment is made upon acceptance of the audit report by the World Bank.

PART II

Section 8. Contract Terms and Forms

Warning

1. Part II includes two Standard Contracts for Consulting Services (time-based contract and lump-sum contract), included in the Framework Document for the Selection of Consultants developed by the Multilateral Development Banks (MDBs).
2. **Time-based contracts.** This type of contract is suitable for services where the scope or duration of the contract is difficult to determine, whether it is related to the activities of other providers whose performance times may vary, or it is difficult to determine the extent of the services that consultants will have to provide in order to achieve the objectives set. In time-based contracts, the Consultant provides the time-spent services in accordance with recognized quality standards, and the Consultant's remuneration is determined on the basis of the time spent on the services and (i) on the basis of previously agreed unit prices for the Consultant's experts multiplied by the time spent by such experts on the assignment and (ii) and the (reimbursable) expenses established on the basis of the expenses and/or agreed unit prices. A time-based contract must be closely monitored and administered by the Client, who will thus ensure the smooth running of the assignment on a day-to-day basis.
3. **Flat-rate contracts.** This type of contract is suitable for assignments where the scope and duration of services, as well as the expected results of the consultants, are clearly defined. Payments are linked to the results achieved, whether they are reports, plans, bills of quantities, tender documents or software programs. A lump-sum contract is simpler to administer, because it is based on the principle of a fixed price for a well-defined service, with payments falling due on the basis of specified results. Nevertheless, the Client must imperatively control the quality of the Consultant's work.
4. The standard forms are designed for assignments carried out by consulting firms and should not be used for individual consultants. These Standard Contracts should be used for complex assignments or for amounts greater than US\$ 300,000 or equivalent, unless otherwise approved by the Bank.

MODEL CONTRACT

Consulting Services

Lump sum remuneration

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Foreword

1. The Model Contract form consists of four parts: the Model Contract which must be signed by the Client and the Consultant, the General Clauses of the Contract (GCC) including Annex 1 (Bank Policies – Corruption and Fraudulent Practices), the Special Clauses of the Contract (CPC) and the Annexes.
2. The General Clauses, including Schedule 1, must not be modified. Any additional provisions required to meet the specific requirements of the project must be included in the Special Clauses, without contradicting or invalidating the General Clauses.

CONSULTING CONTRACT FOR THE PROVISION OF SERVICES

Lump Sum Remuneration Contract

Project Name:

- **Women's Empowerment and Demographic Dividend in Sub-Saharan Africa-Plus (SWEDD+) P176693**
oooooooooooooooooooo
- **Health Security Program (HeSP) P179078**

IDA Loan: E2420-3W and E269-3W

Contract No .: BF-WAHO-BF-422846-CS-LCS/ BF-WAHO-BF-446164-CS-LCS

Assignment Title : Recruitment of a (firm) for the audit of the accounts for the 2024-2025-2026 financial years of the Women's Empowerment and Demographic Dividend Project in Sub-Saharan Africa-plus (SWEDD+) P176693 and the Health Security Program (HeSP) P179078

Come in

The West African Health Organization (WAHO)

And

[Name of Consultant]

Date:

I. Model Contract

FLAT-RATE REMUNERATION

This AGREEMENT (hereinafter referred to as the "Agreement") is entered into on , between, on the one hand, *the West African Health Organization (WAHO)* (hereinafter referred to as the "Client") and, on the other hand, [*name of Consultant*] (hereinafter referred to as the "Consultant").

[*Note: If the Consultant consists of several entities, the above text must be amended in part as follows: "... (hereinafter referred to as the "Client") and, on the other hand, a consortium consisting of the following entities, each of which shall be jointly and severally liable to the Client for the performance of all contractual obligations, namely [*name of member*] and [*name of member*] (hereinafter referred to as the "Consultant")."*]

BECAUSE

- (a) the Client has asked the Consultant to provide certain services defined in the General Clauses attached to the Contract (hereinafter referred to as the "Services");
- (b) the Consultant, having demonstrated to the Client that it has the required professional capacity, expertise and technical resources, has agreed to perform the Services in accordance with the terms and conditions set out in the Contract;
- (c) the Client has received a donation from the International Development Association (hereinafter referred to as "the Association" (hereinafter referred to as the "Bank") to contribute to the financing of the cost of the Project and the Services and intends to use a portion of this donation to settle the payments authorized under this Agreement, it being understood that (i) payments made by the Bank will only be made at the request of the Client and upon the approval of the Bank, (ii) that such payments will be subject in all respects to the terms and conditions of the Grant Agreement; the said financing agreement prohibits any withdrawal from the loan account for payment of any natural or legal person, or from any importation of supplies where such payment, or importation, is subject to a prohibition issued by the Security Council of the United Nations under Chapter VII of the Charter of the United Nations. and (iii) that no Party other than the Client may avail itself of the provisions of the Donation Agreement, nor purport to have any claim on the funds arising from the donation.

NOW THEREFORE, the Parties have agreed as follows:

1. The following documents are considered part of this Agreement:

- (a) the General Clauses of the Agreement, including Annex 1 "Bank Policies – Corruption and Fraudulent Practices"
- (b) the Special Clauses of the Contract
- (c) The Appendices:

Appendix A: Terms of Reference

Appendix B: Key Personnel

Appendix C: Breakdown of the Contract Price

Appendix D: Bank Guarantee Forms for Repayment of Advance

Appendix E: Code of Conduct (ES)

Appendix F: Statement on Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (HS).

In the event of any discrepancy between the above documents, the following order of precedence shall prevail for their interpretation: the Specific Clauses of the Contract, the General Clauses of the Contract, including Annex 1, Annex A, Annex B, Annex C, Annex D; Appendix E; and Appendix F. Any reference to such Agreement shall be understood as including, where the context permits, reference to the Appendices.

2. The reciprocal rights and obligations of the Client and the Consultant are those set out in the Agreement; in particular:
 - (a) the Consultant will provide the Services in accordance with the terms of the Agreement; and
 - (b) the Client shall make payments to the Consultant in accordance with the provisions of the Agreement.

IN WITNESS WHEREOF, the Parties to the Contract have caused the Contract to be executed in their respective names on the day and year aforesaid:

For *and on behalf* of WAHO

Dr. Melchior Athanase J C. AÏSSI
Managing director

For *and on behalf* of [the Consultant or the group]

[Authorized Representative – Name and Signature]

[Note: If the Consultant is made up of several legal entities in a consortium, each of them must appear as a signatory or only the Lead Partner will sign, in which case the authority to sign on behalf of all partners must be attached.]

For and on behalf of each of the Consultant's Partners *[insert name of group]*

[Name of Leader]

[Authorized representative on behalf of the partners of the consortium]

[Add signing locations for each of the partners, if all are signatories]

II. General Clauses of the Contract

A. GENERAL PROVISIONS

1. Definitions

- 1.1 Unless the context otherwise requires, whenever used in the Agreement, the following terms have the following meanings:
- (a) "Governing Law" means the laws and other laws having the force of law in the country of the Government or in any other country indicated, from time to time, in the Special Clauses of the Agreement (CPC), as they are published and given effect
 - (b) "Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
 - (c) "The Borrower" means the government, government agency or other entity that has signed the loan agreement with the Bank,
 - (d) "Client" means the executing agency with which the selected Consultant signs the Services Agreement.
 - (e) "Customer Personnel" means the Customer's personnel, labor and other employees (if any) engaged in the Customer's obligations under the Agreement; and any other personnel identified as Customer Personnel, by notification from the Customer to the Consultant.
 - (f) "Consultant" means the legal person or legal entity which may provide or is providing the services to the Client under the contract.
 - (g) "Contract" means the contract signed by the Client and the Consultant and all annexed documents listed in Clause 1, namely the General Clauses of the Contract (GCC), the Special Clauses of the Contract (CPC) and the Annexes.
 - (h) "Day" means a calendar day, unless otherwise specified.
 - (i) "Effective Date" means the date on which the Agreement will come into force, in accordance with Clause 11 of the GTC.
 - (j) "Personnel" means collectively the Key Personnel or any other personnel of the Consultant, subcontractors or consortium partners assigned by the Consultant for the performance of the services or any part thereof under the contract.
 - (k) "Foreign Currency" means any currency other than that of the Customer's country.
 - (l) "GTC": General Terms of the Contract.
 - (m) "Government" means the Government of the Customer's country.
 - (n) "Consortium" means an association of two or more Consultants, whether or not they have a legal personality separate from that of the partners constituting it, in which one of the partners has the authority to

conduct business in the name and on behalf of all the partners of the consortium, and whose partners are jointly and severally liable for the performance of the Contract vis-à-vis the Client.

- (o) "Key Personnel" means an expert provided by the Consultant, whose professional qualifications, know-how, knowledge and experience are essential to the performance of the Services under the Contract, and whose CV has been taken into account for the technical evaluation of the Consultant's Proposal.
- (p) "National Currency" means the currency of the Customer's country.
- (p) "Other Personnel" means personnel provided by the Consultant or a subcontractor, assigned to perform the Services or any part of the Services under the Agreement.
- (r) "Party" means the Client or Consultant, as applicable; and "Parties" means the Client and the Consultant.
- (s) "CPC" means the Special Clauses of the Agreement, which modify or supplement the GTC.
- (t) "Services" means the services to be performed by the Consultant under the Agreement, as described in the attached Appendix A.
- (u) The term "**Sexual Exploitation and Abuse (SEA)**" includes the following meanings:
 - Sexual Exploitation**, defined as the abusing or attempting to abuse a state of vulnerability, differential power, or trust for sexual purposes, including, but not limited to, profiting monetarily, socially, or politically from the sexual exploitation of another person.
 - Sexual Abuse**, defined as any physical intrusion or threat of physical intrusion of a sexual nature, either by force or under unequal conditions or by coercion;
- (v) "**Sexual Harassment (HS)**" is defined as any unwelcome sexual advance, request for sexual favours or other verbal or physical behaviour of a sexual nature by Personnel towards other Contractor's or Client's personnel;
- (w) "Subcontractor" means any natural or legal person with whom the Consultant enters into an agreement with a view to subcontracting part of the services, the Consultant remaining liable to the Client throughout the performance of the Contract.
- (x) "Third Party" means any person or entity other than the Government, Client, Consultant or a Subcontractor.

2. Relations between the Parties

- 2.1 Nothing in the Agreement may be construed as creating a principal-agent relationship, or establishing an employee-employer relationship of subordination between the Client and the Consultant. Under the Contract, the Consultant is fully responsible for the Personnel performing the Services and its Subcontractors, if any, and for the Services performed by or on behalf of them.

- 3. Law applicable to the Contract** 3.1. The Agreement, its meaning, interpretation, and the relationship between the Parties shall be governed by Applicable Law.
- 4. Tongue** 4.1. The Agreement has been drafted in the language indicated in the **CPC**, which shall be the authoritative language for all questions relating to the meaning or interpretation of the Agreement.
- 5. Securities** 5.1. Headings will not limit, modify, or affect the meaning of the Agreement.
- 6. Notifications** 6.1. Any notice required or permitted under the Agreement shall be in writing, in the language set out in Clause 4. Any such notification, request, or approval shall be deemed to have been made when it has been transmitted in person to an authorized representative of the Party to which such communication is addressed, or when it has been sent to that Party at the address specified in the **CPCs**.
6.2. A Party may change its address for notification purposes by giving the other Party written notice sent to the address specified in **the CPCs**.
- 7. Places** 7.1. The Services are performed at the locations set forth in the attached Schedule A and, where the location of a particular task is not specified, at locations to be approved by the Client, in the country of its Government or abroad.
- 8. Authority of the Lead Partner** 8.1. If the Consultant is constituted by a group of more than one entity, the partners hereby authorize the Lead Entity indicated in the **CPC** to exercise on their behalf all rights, and fulfill all obligations to the Client under the Agreement and to receive, among other things, instructions and payments made by the Client.
- 9. Authorized Representatives** 9.1. Any action that can or must be performed, and any document that can or must be prepared under the Agreement by the Client or by the Consultant, may be done by the representatives designated in the **CPCs**.
- 10. Fraud and Corruption** 10.1. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its sanctions policies and procedures as formulated in the Bank's Sanctions Framework, as set out in **Annex 1** of the GTC.
- 'a. Commissions and Fees** 10.2. The Client requires the Consultant to inform the Client of any commissions, gratuities and benefits paid or to be paid to agents in connection with the Proposal and the performance of the Contract. The Consultant must at least indicate the name and address of the agent or any other beneficiary, the amount and currency of payment and the reason for the payment. If the Consultant fails to provide the required information on commissions, bonuses and benefits, the Client has the right to terminate the Agreement and the Bank has the right to apply the penalties provided.

B. COMMENCEMENT, COMPLETION, AMENDMENT AND TERMINATION OF THE AGREEMENT

- 11. Entry into force of the Agreement** 11.1 The Agreement shall come into force on the date of the "Effective Date" of the notification made by the Client to the Consultant to commence the provision of the Services. This notification will confirm that the conditions for the effective date of the Agreement, if any, listed in the CPCs have been met.
- 12. Termination of the Agreement by default of entry into force** 12.1 If the Contract has not entered into force within the time limits indicated in the CPC from the date of signature of the Contract by the Parties, either Party may, by giving at least twenty-two (22) days' written notice to the other Party, declare the Contract null and void, in which case neither Party may raise any claim against the other Party as a result of the Contract.
- 13. Commencement of Services** 13.1 The Consultant will confirm the availability of Key Personnel and commence the performance of the Services within the period following the Effective Date indicated in the CPC.
- 14. Completion of the Contract** 14.1 Unless it has been terminated previously in accordance with the provisions of the GCC Clause 19 below, the Agreement will terminate within the period following the Effective Date indicated in the CPC.
- 15. Contract forming a whole** 15.1 The Agreement contains all the terms and conditions agreed between the Parties. No agent or representative of the Parties has the authority to bind the Parties by any representation, promise, undertaking or agreement not contained in the Agreement.
- 16. Endorsements** 16.1 No amendment to the terms and conditions of the Agreement, including changes to the scope of the Services, may be made without written agreement between the Parties. However, each Party shall give due consideration to any proposed modification or change submitted by the other Party.
- 17. Force majeure**
- has. Definition** 17.1 For purposes of the Agreement, the term "force majeure" means any event beyond the control of a Party, which is not foreseeable, which is unavoidable and which makes it impossible for a Party to perform its obligations, or which makes such performance so difficult that it may be considered impossible in such circumstances; Force majeure events include, but are not limited to: wars, riots, civil unrest, earthquakes, fires, explosions, storms, floods or other natural disasters, strikes, or other industrial action, confiscations, or acts of the prince.
- 17.2 The following do not constitute force majeure: (i) events resulting from the negligence or deliberate action of one of the Parties or any of its Subcontractors, agents or employees, (ii) events that a Party acting diligently would have been likely to have taken into consideration at the time of entering into the Agreement and to avoid or overcome in the performance of its contractual obligations.

17.3 Insufficient funds and failure to pay do not constitute force majeure.

b. Non-Breach of Contract 17.4 The breach of any of the Parties to any of its contractual obligations does not constitute a breach of Contract, or a breach of its contractual obligations, if such breach results from a case of force majeure, to the extent that the Party placed in such a situation has taken all reasonable precautions and measures to enable it to fulfil the terms and conditions of the Contract.

c. Arrangements to be made 17.5 The Force Majeure Party shall continue to perform, to the maximum extent possible, its obligations under this Agreement and shall take all reasonable steps to minimize the consequences of force majeure.

17.6 The Party affected by a case of force majeure must notify the other Party as soon as possible and in any event no later than fourteen (14) days after the occurrence of the event, provide proof of the existence and cause of this event, and similarly notify the other Party as soon as possible of the return to normal conditions.

17.7 Any period of time granted to a Party for the performance of its contractual obligations shall be extended for a period equal to the period during which that Party has been unable to perform its obligations as a result of force majeure.

17.8 During the period in which it is unable to perform the Services as a result of a case of force majeure, the Consultant, on the instructions of the Client, must

(a) cease operations and demobilize, in which case it will be reimbursed for the reasonable and necessary costs incurred and those relating to the resumption of the Services if requested by the Client, or

(b) continue to perform the Services as much as possible, in which case, the Consultant will continue to be compensated in accordance with the terms of the Agreement; He will also be reimbursed within a reasonable limit for any necessary additional costs he may have incurred.

17.9 In the event of any disagreement between the Parties as to the existence or seriousness of a Force Majeure Event, the dispute shall be settled in accordance with the provisions of clauses 49 and 50 of the GTC.

18. Suspension

18.1 The Client has the right to suspend any or all payments to the Consultant by sending the Consultant a letter of notification of suspension if the Consultant fails to perform its contractual obligations, including the provision of the Services. This Suspension Notification Letter will (i) specify the nature of the breach and (ii) require the Consultant to explain the reason for the breach and seek to remedy it within a period not exceeding thirty (30) days after the Consultant receives the notice of suspension.

- 19. Termination**
- 19.1 The Agreement may be terminated by either party under the following conditions:
- has. By the Client**
- 19.1.1. The Customer has the right to terminate the Agreement as a result of any of the events set out in paragraphs (a) to (f) of this Clause. In such a case, the Client shall give notice in writing of a minimum of thirty (30) days to the Consultant in the case of the events referred to in (a) to (d), sixty (60) days in the case of the events referred to in (e) and five (5) days in the case of the events referred to in (f):
- (a) if the Consultant fails to remedy a breach of its contractual obligations, following notification of suspension in accordance with the provisions of Clause 18 above;
 - (b) if the Consultant (or, if the Consultant is constituted by more than one legal entity, one of the partners) becomes bankrupt or enters into receivership, liquidation or receivership, whether voluntarily or not;
 - (c) if the Consultant fails to comply with the final decision taken following an arbitration proceeding initiated in accordance with the provisions of Clause 50.1 below;
 - (d) if, as a result of a Force Majeure Event, the Consultant is unable to perform a substantial part of the Services for a period of more than sixty (60) days;
 - (e) if the Client, on its own initiative and for any reason, decides to terminate the Agreement;
 - (f) if the Consultant fails to confirm the availability of Key Personnel as required by Clause 13 above.
- 19.1.2. In addition, if the Client establishes that the Consultant has engaged in Fraud and Corruption in the submission or performance of the Agreement, the Client shall have the right to terminate the Agreement upon fourteen (14) days' written notice to the Consultant.
- b. By the Consultant**
- 19.1.3. The Consultant has the right to terminate the Agreement, by written notice made within a period not less than thirty (30) days following the occurrence of one of the cases described in paragraphs (a) to (d) below:
- (a) if the Client fails to pay, within forty-five (45) days of receipt of the Consultant's written notice of late payment, the sums which are due to the Consultant, in accordance with the provisions of the Agreement, and not subject to dispute in accordance with the provisions of Clause 45.1 below;
 - (b) if, as a result of a Force Majeure Event, the Consultant is unable to perform a substantial part of the Services for a period of at least sixty (60) days;

- (c) if the Customer fails to comply with the final decision made following an arbitration proceeding conducted in accordance with the provisions of Clause 50.1 below; or
- (d) if the Client has breached its contractual obligations and has not remedied it within forty-five (45) days (or such further period as the Consultant has agreed to in writing) after receipt of the Consultant's notice of such breach.

c. Termination of rights and obligations

19.1.4. All contractual rights and obligations of the Parties shall cease upon termination of the Agreement in accordance with the provisions of Clauses 12 or 19, or upon completion of the Agreement in accordance with the provisions of Clause 14, with the exception of (i) any rights and obligations which may remain on the date of termination or completion of the Agreement, (ii) the obligation of confidentiality defined in Clause 22 below, (iii) the Consultant's obligation to authorize the inspection, copying and verification of accounts and entries, in accordance with Clause 25 below and to cooperate and assist in inspections and investigations, and (iv) the rights that a Party may retain in accordance with the provisions of Applicable Law.

d. Termination of Services

19.1.5. Upon termination of the Agreement by notice from either Party to the other in accordance with the provisions of Clauses 19(a) or 19(b) above, the Consultant shall, upon sending or receipt of such notice, take steps to best conclude the Services and attempt to limit the corresponding expenses to the greatest extent possible. With respect to documents prepared by the Consultant, and equipment and other contributions from the Client, the Consultant shall proceed as set out in Clauses 27 and 28 below.

e. Payment on termination

19.1.6. Following the termination of the Agreement, the Client shall pay the Consultant the following sums:

- (a) payment for Services that have been satisfactorily performed up to the date of termination; and
- (b) in the cases of termination set out in paragraphs (d) to (e) of Clause 19.1.1 above, the reimbursement within a reasonable limit of the expenses resulting from the prompt and orderly conclusion of the Contract, as well as the expenses of repatriation of the Consultant's staff.

C. OBLIGATIONS OF THE CONSULTANT

20. General provisions

has. Standards of implementation

20.1 The Consultant will perform the Services and perform its obligations diligently, efficiently and economically in accordance with generally accepted techniques and practices; practice sound management; use appropriate state-of-the-art techniques and safe and efficient equipment, machinery, materials and processes. As required in the

CPCs, the Consultant shall take additional measures to manage the cybersecurity risks related to the Agreement. In the context of the performance of the Contract or the Services, the Consultant will always act as a loyal advisor to the Client, and will defend in all circumstances the legitimate interests of the Client in its relations with the Subcontractors or Third Parties.

20.2 The Consultant will employ and provide Staff and subcontractors, with the necessary qualifications and experience for the performance of the Services.

20.3 The Consultant may subcontract part of the Services on the express condition that the Key Personnel and subcontractors have been approved by the Client in advance. The Consultant's submission of a request for approval by the Client will also include, in accordance with Appendix F, a Statement of Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (HS). Regardless of such approval, the Consultant remains fully responsible for the performance of the Services.

b. Law applicable to the Services

20.4 The Consultant will perform the Services in accordance with Applicable Law and will take all possible steps to ensure that the Subcontractors, as well as the Consultant's and Subcontractors' personnel, comply with the Applicable Law.

20.5 During the performance of the Agreement, the Consultant shall comply with the prohibitions on the importation of goods and services into the Client's country when

(a) the public law or regulation of the Borrower's country prohibits business relations with a country, or

(b) pursuant to a decision taken by the United Nations Security Council under Chapter VII of the Charter of the United Nations, the country of the Borrower prohibits any payment to natural or legal persons of a country.

20.6 The Client shall inform the Consultant in writing of the local customs to be observed, and the Consultant shall comply with such local customs, after such notification.

21. Conflict of interest

21.1 The Consultant will protect the interests of the Client above all without taking into account the possibility of a future assignment and will strictly avoid any conflict of interest with other assignments or with the interests of its own company.

a. Commissions, Rebates, etc.

21.1.1 The payment to the Consultant, to be made in accordance with the provisions of Clauses 43 to 47, shall constitute the sole payment under the Contract and, subject to the provisions of Clause 21.1.3 below, the Consultant shall not accept for itself any commercial commissions, rebates or other such payments in connection with the activities conducted under the Contract or in the performance of its contractual obligations, and it shall endeavour to ensure that its Personnel and

agents, as well as the Subcontractors, their Personnel and agents, do not receive any additional remuneration of this nature.

- 21.1.2 If, in the course of performing its Services, the Consultant is responsible for advising the Client on the purchase of goods, works or services, the Consultant shall comply with the applicable Bank Directives and shall in all circumstances exercise its responsibilities in such a way as to protect the Client's interests to the best of its ability. Any discount or commission obtained by the Consultant in the exercise of its contracting responsibilities will be paid to the Client.
- b. Non-participation of the Consultant and its associates in certain activities** 21.1.3 The Consultant agrees that, during the term of this Agreement and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any subcontractors and any entities affiliated with such subcontractors, will be excluded from the provision of goods, works or non-consulting services resulting from the Consultant's Services or directly.
- c. Prohibition of Incompatible Activities** 21.1.4 The Consultant, and under its responsibility its Subcontractors and their staff, shall not engage, directly or indirectly, in any commercial or professional activities that may be incompatible with the activities entrusted to them under the Contract.
- d. Duty to Report Conflicting Activities** 21.1.5 The Consultant, and under its responsibility its Subcontractors and their staff, have an obligation to report to the Client any actual or potential conflict situation that may impact their ability to serve the Client's best interests, or that may be perceived to be so. Failure to report such a situation may result in the Consultant's disqualification or termination of the Agreement.
- 22. Confidentiality** 22.1 The Consultant and its Personnel undertake not to disclose confidential information relating to the Services or to make public any recommendations made during the performance of the Services or resulting therefrom without the prior written authorization of the Client.
- 23. Responsibility of the Consultant** 23.1 Subject to the additional provisions contained in the **CPC** where applicable, the Consultant's responsibilities under the Agreement shall be those provided for by Applicable Law.
- 24. Insurance at the expense of the Consultant** 24.1 The Consultant (i) will take and maintain, and cause its Subcontractors to take and maintain at its own expense (or at the expense of the Subcontractors, as applicable), but in accordance with the terms and conditions approved by the Client, insurance covering the risks and for the amounts set out in the **CPC**, and (ii) at the Client's request, provide the Client with proof that such insurance has been taken out and maintained and that the premiums have been paid. The Consultant shall take such assurance prior to the commencement of the Services as set out in Clause 13 above.

- 25. Accounting, Inspection and Auditing**
- 25.1 The Consultant will keep the accounting and documentation relating to the Services up to date and in a systematic manner, in accordance with generally accepted accounting principles, and in a form sufficiently detailed to allow for the clear identification of intervention durations, possible changes and costs; It will ensure that its subcontractors and service providers act in the same way.
- 25.2 In accordance with paragraph 2.2 (e) of Annex 1 of the General Clauses, the Consultant shall authorise and cause its agents (whether or not registered), subcontractors, subcontractors, service providers, suppliers and staff, to permit the Bank and/or persons designated by the Bank to inspect the site and/or accounts, records and other documents relating to the procurement process, the selection and/or performance of the contract, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The attention of the Consultant and its Subcontractors is drawn to Clause 10.1 (Fraud and Corruption) which stipulates, among other things, that hindering the Bank's exercise of its right of review and verification constitutes a prohibited practice that may lead to the termination of the Agreement (as well as to exclusion under the Bank's sanctions regime in force).
- 26. Reporting obligations**
- 26.1 The Consultant will provide the Client with the reports and documents indicated in **Appendix A** attached, in the form, time and quantities indicated in this Annex.
- 27. Ownership of the documents prepared by the Consultant**
- 27.1 Except as otherwise provided in the **CPC**, all reports and information relating to the Services, maps, plans, drawings, specifications, databases, other documents and software, and all materials collected or prepared by the Consultant on behalf of the Client under the Agreement shall be confidential and shall become and remain the property of the Client. The Consultant shall deliver them to the Client prior to the termination or completion of the Agreement, together with the corresponding detailed inventory. The Consultant may retain a copy of the documents and software, but may not use them for reasons unrelated to the Agreement without the prior written consent of the Client.
- 27.2 If the Consultant is required to enter into a patent agreement with third parties for the design of such plans, drawings, specifications, databases, other documents and software, the Consultant shall obtain the prior written approval of the Client who shall have the right, at its discretion, to seek recovery of the cost of expenses incurred in the development of the relevant programs. Any other restrictions that may apply to the use of such materials and software at a later date will be set out in the **CPC**.
- 28. Equipment, Vehicles & Supplies**
- 28.1 Equipment, vehicles and supplies made available to the Consultant by the Client or purchased in whole or in part with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination of the contract or upon its completion, the Consultant shall provide the Client with an inventory of such equipment, vehicles and supplies and process them in accordance with the Client's instructions. The Consultant, unless otherwise instructed in writing by the Client, will take out insurance for the equipment,

vehicles and supplies, which will remain in place for as long as such goods remain in its possession, at the Client's expense and in an amount equal to their replacement value.

- 28.2 Equipment and supplies brought by the Consultant and its Staff into the country of the Government and used for the purposes of the assignment or for personal use shall remain the property of the Consultant or its Personnel, as the case may be.

29. Code of Conduct

- 29.1 The Consultant must have an ES Code of Conduct for Personnel.

The Consultant shall take all necessary steps to ensure that each Personnel is informed of the Code of Conduct, including the specific conduct that is prohibited, and understands the consequences of engaging in such prohibited conduct.

Such measures include the provision of instructions and documents that can be understood by Personnel and seeking the signature of such person acknowledging receipt of such instructions and/or documents, as appropriate.

The Consultant must also ensure that the Code of Conduct is prominently displayed in the places where the Services are performed. The posted Code of Conduct shall be provided in languages understandable to the Customer's Staff and personnel.

30. Forced labor

- 30.1 The Consultant, including its Subcontractors, shall not employ or engage forced labour. Forced labor consists of any work or service, not performed voluntarily, that is required of a person under the threat of force or punishment, and includes any type of involuntary or compulsory labor, such as bonded labor, bonded labor, or similar employment contract agreements.

No trafficked person may be employed or engaged. Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons through the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power or a position of vulnerability, or the granting or receipt of payments or benefits to obtain the consent of a person having control over another person, for operational purposes.

31. Child Labour

- 31.1 The Consultant, including its subcontractors, must not employ or engage a child under the age of 14 unless national law specifies a higher age (the minimum age).

The Consultant, including its subcontractors, shall not employ or engage any child between the minimum age and the age of 18 in a manner that is likely to be dangerous, or interfere with the child's upbringing, or be detrimental to the child's physical, mental, spiritual, moral or social health or development.

The Consultant, including its subcontractors, shall employ or engage children aged 18 years only after an appropriate risk assessment has been carried out by the Contractor with the consent of the Contractor. The

Contractor must be monitored regularly by the Project Director, including monitoring of hygiene, working conditions and working hours.

Work that is considered hazardous to children is work that, by its nature or the circumstances in which it is performed, is likely to endanger the health, safety or morals of children. These professional activities prohibited to children include working in:

- (a) in the event of exposure to physical, psychological or sexual abuse;
- (b) underground, underwater, working at heights or in confined spaces;
- (c) with machinery, equipment or tools that are hazardous or involve the handling or transportation of heavy loads;
- (d) in unhealthy environments exposing children to hazardous substances, agents or processes, or to temperatures, noise or vibrations that are harmful to health; or
- (e) in difficult conditions such as working long hours, at night or in confinement on the employer's premises.

32. Non-Discrimination and Equal Opportunity

32.1 The Consultant shall not make decisions relating to the employment or treatment of its Personnel on the basis of personal characteristics unrelated to the requirements of the position. The Consultant shall base the employment of its Personnel on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, remuneration (including wages and benefits), working conditions and conditions of employment, access to training, assignment, promotion, termination or retirement, and disciplinary practices.

Special measures of protection or assistance aimed at remedying past discrimination or selection for a particular job on the basis of the requirements of the job are not considered discrimination. The Consultant shall provide the necessary protection and assistance to ensure non-discrimination and equal opportunities, including for specific groups such as women, persons with disabilities, migrant workers and children (of working age in accordance with Clause 32 of the CCAG).

33. Staff Training

33.1 The Consultant shall provide appropriate training to relevant Personnel on the ES aspects of the Contract, including appropriate awareness of the prohibition of EAS and HS.

The Consultant shall provide training on SEA and HS, including its prevention, to all its Personnel whose role is to supervise other Personnel.

D. CONSULTANT'S STAFF AND SUBCONTRACTORS

34. Description of Key Personnel

34.1 The titles, job descriptions, minimum qualifications and estimated duration of engagement required to perform the Services for key

members of the Consultant's Key Personnel are described in the **Appendix B**.

- 35. Replacement of Key Personnel**
- 35.1 Except in the case where the Client gives its consent in writing, no changes will be made to the Key Personnel.
- 35.2 Notwithstanding the above, the replacement of Key Personnel during the performance of the Contract may only be considered after a written request made by the Consultant and for reasons beyond the Consultant's control, in particular death or incapacity for medical reasons. In such a case, for the purpose of replacement, the Consultant will provide a person of equal or greater qualification, at the same rate of remuneration.
- 36. Withdrawal of personnel or subcontractors**
- 36.1 If Customer discovers that any of the Staff or Sub-Consultants:
- (a) persists in any misconduct or lack of care;
 - (b) performs his or her duties in an incompetent or negligent manner;
 - (c) fails to comply with any provision of the Agreement;
 - (d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption in the course of performing the Services;
 - (e) behaves in a manner contrary to the ES Code of Conduct for Personnel (SE);
- the Consultant must provide for his replacement, upon written request of the Client.
- 36.2 If the Client considers that any of the key personnel, other personnel or subcontractors is not competent or unable to perform their duties, the Client has the right to request a replacement, specifying the reasons.
- 36.3 Any replacement of personnel or subcontractors must be carried out by a replacement whose qualifications and experience are at least equivalent to those of the replaced personnel, and who must be acceptable to the Customer.
- 36.4 Subject to the requirements of Clause 36.3 of the GCC, and notwithstanding any requirement by the Client to request a replacement, the Consultant shall take immediate action where appropriate in response to any breach of (a) to (e) above. Such immediate action will include the removal (or removal) of the Worksite or other locations where the Services are performed, any Personnel who engage in (a) to (e) above.
- 36.5 The Consultant shall bear all costs resulting from the removal and/or replacement of such Personnel.

E. OBLIGATIONS OF THE CLIENT

- 37. Assistance and Exemptions**
- 37.1 Unless otherwise specified in the **CPC**, the Client will do its best to:

- (a) assist the Consultant in obtaining work permits and other documents required by the Consultant in connection with the performance of the Services;
- (b) assist the Consultant in promptly obtaining for its Key Personnel and, if applicable, their families, entry and exit visas, residence permits, and any other documents required for their stay in the Client's country during the performance of the Services;
- (c) facilitate the clearance of goods necessary for the performance of the Services and personal belongings belonging to Staff and their families;
- (d) to give to the agents and official representatives of the Government the instructions and information necessary for the rapid and efficient execution of the Services;
- (e) assist the Consultant, Key Personnel and its Subcontractors in obtaining an exemption from any registration requirement, or any authorization to practice their profession in a company or on an individual basis in the Client's country, in accordance with the provisions of Applicable Law;
- (f) assist the Consultant, its Subcontractors and their Key Personnel, in accordance with the provisions of Applicable Law, to obtain authorizations to import into the Client's country reasonable amounts in foreign currency in respect of the performance of the Services and the needs of the Personnel, and to re-export the amounts in foreign currency that have been paid to the Personnel in respect of the performance of the Services; and
- (g) provide the Consultant with any other assistance indicated, if any, in the **CPC**.

38. Access to the Project Site

38.1 The Client guarantees the Consultant free, free and unhindered access to the sites to which access is necessary for the performance of the Services. The Client shall be liable for any damage to property, movable and immovable property which may result therefrom, and shall exonerate the Consultant and its Personnel from liability for such damages, unless they result from the default or negligence of the Consultant, Subcontractors or their Personnel.

39. Modification of the Applicable Law concerning taxes and duties

39.1 If, after the date of signature of the Agreement, the Law applicable to taxes and duties in the Client's country is changed, and this results in an increase or decrease in the costs borne by the Consultant in respect of the performance of the Services, the remuneration and reimbursable expenses payable to the Consultant, shall increase or decrease accordingly by agreement between the Parties, and the price of the Contract set out in Clause 43.1 will be adjusted accordingly.

40. Customer's Services, Facilities and Properties

40.1 The Client shall make available to the Consultant and the Staff, free of charge, for the purpose of performing the Services, the services, facilities and properties indicated in **Appendix A** on the dates and in accordance with the procedures set out in the said Annex.

- 41. Counterparty Staff**
- 41.1 The Client will make available to the Consultant free of charge the management and support counterparty staff, who will be selected by the Client assisted by the Consultant, if mentioned in Appendix A.
- 41.2 Senior counterparty and support staff, excluding the Client's liaison staff, will work under the exclusive direction of the Consultant. If a member of the Counterparty Personnel does not perform satisfactorily the tasks assigned to him or her by the Consultant in the context of the position to which he or she has been assigned, the Consultant may request that he or she be replaced; unless there is a serious reason, the Client may not refuse to comply with the Consultant's request.

- 42. Payments**
- 42.1 The Client shall make payments to the Consultant for the Services rendered under the Agreement, for the deliverables stipulated in **Appendix A** and in accordance with the provisions of the Clauses of Chapter F below.

F. PAYMENTS TO THE CONSULTANT

- 43. Contract Price**
- 43.1 The price of the Contract is fixed and indicated in the **CPC**. The breakdown of the Contract price is provided to **Appendix C**.
- 43.2 No change to the price of the Contract referred to in Clause 43.1 may be made without the agreement of both Parties for the purpose of revising the scope of the Services in accordance with Clause 16 of the GTC, and amending the Terms of Reference in writing in the **Appendix A**.

- 44. Taxes**
- 44.1 Unless otherwise specified in the **CPC**, the Consultant, the Subcontractors and the Staff shall pay the taxes, duties, duties and other charges imposed under the Contract.
- 44.2 As an exception to the above, and as indicated in the **CPC**, all identifiable indirect taxes (identified as such during the negotiations of the Agreement) will be reimbursed to the Consultant or will be paid by the Client on behalf of the Consultant.

- 45. Payment currency**
- 45.1 Payments under the Contract will be made in the currency(ies) specified in the Contract.

- 46. Billing and payment terms**
- 46.1 The total amount paid to the Consultant under the Contract shall not exceed the price of the Contract in accordance with Clause 43.1.
- 46.2 Payments under the Contract will be lump sums for the deliverables identified in Exhibit A. Payments will be made to the Consultant's account on the basis of the schedule set out in the **CPC**.
- 46.2.1 Advance: Within the time limits provided after the effective date, the Client shall pay the Consultant an advance payment of the amount indicated in the **CPC**. Unless otherwise stated in the **CPC**, the advance will be paid after the Consultant has provided a bank guarantee issued in favour of the Client to a bank acceptable to the Client, for an amount (or amounts) in the currency(ies) specified in the **CPC** ; This guarantee must (i) remain valid until the advance has been fully repaid, and (ii) be in the form set out in **Appendix D** or in any other form approved in writing by

the Customer. The advance will be recovered by the Client in equal amounts corresponding to the monthly statements presented by the Consultant and corresponding to the number of months of Services specified in the **CPC** until the advance has been fully repaid.

46.2.2 Tiered lump sum payments: The Client shall pay the Consultant within sixty (60) days from the Client's receipt of the deliverable(s) and invoice for the corresponding lump sum. Payment will not be made if the Client does not approve the deliverable(s) presented as acceptable, in which case the Client will provide feedback to the Consultant within the same sixty (60) day period. The Consultant will promptly make the necessary corrections, and then the above process will be repeated.

46.2.3 Final Payment : the final payment made under this Clause may only be made after the Consultant has submitted the final report and the Client has approved it as satisfactory. The Services will then be considered completed and accepted by the Client. The final lump sum payment shall be deemed to have been approved for payment by the Client within ninety (90) days of receipt of the Final Report by the Client, unless the Client within the same period of 90 calendar days notifies the Consultant in writing of any deficiencies and inaccuracies in the performance of the Services or in the Final Report. The Consultant will immediately make the necessary changes and corrections and the same procedure will be repeated.

46.2.4 All payments under the Contract shall be made to the Consultant's accounts specified in the **CPCs**.

46.2.5 With the exception of the final payment referred to in 46.2.3 above, payments do not constitute proof of acceptance of the Services and do not release the Consultant from its obligations under the Contract.

47. Default interest 47.1 If the Client fails to pay, within fifteen (15) days of the date on which payment is due under Clause 46.2.2, the amounts due to the Consultant, interest shall be paid to the Consultant for each day of delay at the annual rate set out in the **CPC**.

G. FAIRNESS AND GOOD FAITH

48. Good faith 48.1 The Parties agree to act in good faith with respect to each other's contractual rights and to take all possible steps to ensure the achievement of the objectives of the Agreement.

H. DISPUTE SETTLEMENT

49. Settlement 49.1 The Parties shall use their best efforts to settle amicably any disputes that may arise from the performance of the Agreement, through mutual consultation.

49.2 In the event that one of the Parties objects to an action or lack of action by the other Party, the first Party may notify the other Party in writing of the reasons for the dispute, providing all necessary details. The Party so notified

of the dispute shall consider the dispute and respond in writing within fourteen (14) days of receipt of the notification. If it does not respond within fourteen (14) days, or if the dispute cannot be resolved within fourteen (14) days of the response, Clause 50.1 will apply.

**50. Dispute
Resolution**

50.1 Any dispute that may arise between the Parties as a result of the contractual provisions and that cannot be settled amicably will be submitted to a settlement by either Party in accordance with the provisions specified in the **CPC**.

ANNEX 1: FRAUD AND CORRUPTION

(The text of this Annex 1 should not be changed)

1. Object

- 1.1 The Bank's Anti-Fraud and Anti-Corruption Guidelines, as well as this section, are applicable to procurement in the Bank's Investment Project Finance Operations.

2. Requirements

- 2.1 The Bank requires, that Borrowers (including beneficiaries of its financings), Bidders (applicants/proposers), consultants, contractors and suppliers, subcontractors, sub-consultants, service providers, all agents (declared or undeclared); and their staff comply with the highest ethical standards during the procurement process, selection, and execution of contracts financed by the Bank, and refrain from fraud and corruption.

- 2.2 Under this principle, the Bank

- a. for the purposes of this provision, defines the following terms as follows:

- i. "bribery" is anyone who offers, gives, solicits or accepts, directly or indirectly, any advantage with a view to improperly influencing the actions of another person or entity;
- ii. Delivers "fraudulent schemes" means anyone who acts, or misrepresents facts, deliberately or through gross negligence, or attempts to mislead a person or entity, in order to obtain a financial or other benefit, or to evade an obligation;
- iii. "Collusive tactics" are persons or entities who agree to achieve an unlawful objective, including by improperly influencing the actions of other persons or entities;
- iv. engages in "coercive tactics" means any person or entity who harms or harms, or threatens to harm or harm, directly or indirectly, a person or entity, or their property, with a view to improperly influencing the actions of that person or entity; and
- v. engages in "obstructive manoeuvres":
 - (a) who deliberately destroys, falsifies, alters or conceals the evidence on which an investigation of corruption or fraudulent, coercive or collusive practices is based, or makes false statements to its investigators intended to obstruct its investigation; threatening, harassing or intimidating anyone in order to prevent them from sharing information about this investigation, or from continuing the investigation; or
 - (b) who wilfully interferes with the Bank's exercise of its right of review as set out in paragraph (e) below.

- b. reject the proposal for the award of a contract if it establishes that the natural or legal person to whom it is recommended that the contract or contract be awarded, or any of its staff members or agents, sub-consultants, subcontractors, service providers, suppliers, or any of their employees, has engaged in an act of corruption, directly or indirectly, a fraudulent, collusive, coercive or obstructive manoeuvre with a view to obtaining the said contract or contract;

- c. in addition to the remedies provided for in the Financing Agreement, may decide on other appropriate actions, including declaring the award of the contract non-compliant if it determines, at any time, that the representatives of the Borrower or a beneficiary of

the financing, engaged in bribery or fraudulent, collusive, coercive or obstructive practices during the procurement procedure, selection or performance of the contract, without the Borrower having taken, in due time and to the satisfaction of the Bank, the measures necessary to remedy the situation, including by failing to comply with its duty to inform the Bank when it became aware of such practices;

- d. sanction a firm or individual, within the framework of the Bank's Anti-Fraud and Anti-Corruption Guidelines, and in accordance with the Bank's applicable sanctions rules and procedures, including by publicly declaring the exclusion of the firm or individual for an indefinite or specified period of time (i) from the award of a Bank-financed contract or from benefiting financially or otherwise ⁶from it (ii) participation⁷ as a subcontractor, consultant, manufacturer or supplier of goods or designated service provider of an enterprise otherwise eligible for the award of a contract financed by the Bank; and (iii) receipt of the disbursement of funds from a loan from the Bank or otherwise participating in the preparation or implementation of a project financed by the Bank;

require that tender/proposal documents, and contracts and contracts financed by the Bank, contain a provision requiring Bidders (candidates/proposers), consultants, suppliers, and contractors, as well as their subcontractors, sub-consultants, service providers, suppliers, agents, and staff, to authorize the Bank to inspect⁸ accounting documents, statements and other documents relating to the awarding of the contract, the selection and/or performance of the contract or contract, and to submit them for verification to auditors appointed by the Bank.

⁶ For the avoidance of doubt, the effects of such a sanction on the party concerned concern, but are not limited to, (i) the submission of an application for pre-qualification, the expression of interest for a consultancy assignment, and the participation in a call for tenders directly or as a subcontractor, consultant, manufacturer or supplier, or service provider in the context of such a contract, and (ii) the conclusion of an amendment or addendum containing a material amendment to an existing contract.

⁷ A designated subcontractor, consultant, manufacturer or supplier of goods or services (different titles are used depending on the wording of the tender documents) is a company or individual who (i) is part of the Bidder's pre-qualification request or offer taking into account the specific and essential experience and know-how it brings to the table in order to meet the qualification conditions for a given tender; or (ii) has been designated by the Borrower.

⁸ The inspections carried out in this context are verifications on the basis of documents due to their nature. They include documentary and factual research activities undertaken by the Bank, or persons designated by it, in order to verify specific aspects of an investigation or audit, such as the assessment of the veracity of a possible accusation of Fraud and Corruption, by means of appropriate mechanisms. Such activities may include, without limitation, accessing and reviewing financial records of a business or person, making copies of such records as necessary, accessing and reviewing any other documents, data and information (in printed or electronic form) deemed relevant to the investigation or audit, make copies of these documents as required, interview staff and other persons, conduct physical inspections and site visits, and obtain third-party verification of information.

III. Special Clauses of the Contract

[The footnotes in square brackets [] are given as a recommendation; all such footnotes should be deleted in the final text]

| Clause of the GTC | Amendments and Additions to the Clauses of the General Clauses of the Contract |
|-------------------|--|
| CGC 1.1 (a) | The Agreement shall be governed by the laws and other acts having the force of law in <i>Burkina Faso</i>. |
| CGC 4.1 | The language is : <i>French</i> |
| CGC 6.1 and 6.2 | <p>The addresses are :</p> <p>Attn: Director General of WAHO City: Bobo Dioulasso, Sector: 01-Province of Houet - 175 Avenue: Dr Ouezzin Coulibaly Country: Burkina Faso Phone: +226 20970100/20975775 Fax: +22620975772 E-mail: wahooas@wahooas.org Copy to: procurement@diffusion.wahooas.org</p> <p>Consultant: _____ _____</p> <p>Careful: _____ _____</p> <p>Fax: _____ _____</p> <p>Email (if permitted): _____ _____</p> |
| CGC 8.1 | <p><i>[Note: If the Consultant is a single entity, indicate: "Not applicable";</i> <i>OR</i> <i>If the Consultant is constituted by a group of more than one legal entity, the name of the entity whose address appears in clause CPC 6.1 must be inserted here.]</i></p> <p>The Lead Partner on behalf of the consortium is _____ [insert name of Lead Partner]</p> |
| CGC 9.1 | <p>The Designated Representative is :</p> <p>For the Client : Dr Melchior Athanase J C. AÏSSI, Director General</p> <p>For the Consultant : <i>[name, title]</i></p> |
| CGC 11.1 | <i>Not applicable</i> |

| | |
|----------|--|
| CGC 12.1 | <p>Termination of the Agreement for failure to come into force :</p> <p>The deadline is three months.</p> |
| CGC 13.1 | <p>Commencement of Services :</p> <p>The period in days is ten (10).</p> <p>Confirmation of the availability of the Key Personnel to commence the assignment must be provided to the Client in writing, in the form of a written statement from each key personnel.</p> |
| CGC 14.1 | <p>Completion of the Contract :</p> <p>The period will be 36 months.</p> |
| CGC 20.1 | <p><i>The Consultant, including its Sub-Consultants/suppliers/service providers, shall take all necessary technical and organisational measures to protect the IT systems and data used in connection with the Agreement. Without limiting the foregoing, the Consultant, including its sub-consultants/suppliers/service providers, shall use all reasonable efforts to establish, maintain, implement and comply with reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including monitoring, access controls, technological and physical safeguards, and business continuity/disaster recovery and security plans designed to protect against and prevent breach, destruction, loss, distribution, use, access to, unauthorized disablement, misappropriation or modification, or any other compromise or misuse of or related to any computer system or data used in connection with the Agreement.</i></p> |
| 21 b. | <p>The Client reserves the right to determine on a case-by-case basis whether the Consultant should be disqualified for the provision of goods, works or services other than the Consultant services due to a conflict of the nature described in GCC Clause 21.1.3</p> <p>Yes <u> x </u></p> |
| CGC 23.1 | <p>There is no additional provision.</p> |
| CGC 24.1 | <p>The coverage of the risk insurance will be as follows :</p> <p>(a) Professional liability insurance, with a minimum coverage of _;</p> |
| CGC 27.1 | <p>All reports and all relevant data and information such as maps, diagrams, plans, databases, other documents and software, supporting records or material compiled or prepared by the Consultant for the Client as part of the Services shall be confidential and shall become and remain the absolute property of the Client. At the latest upon termination or expiry of this Agreement, the Consultant shall provide the Client with all such documents as well as a detailed inventory thereof. The Consultant may retain a copy of such documents, data and/or software, but may not</p> |

| | |
|--------------------------|---|
| | use them for any purpose unrelated to this Agreement without the prior written consent of the Client. |
| CGC 27.2 | The Consultant shall not use these audit documents for any purpose unrelated to this Agreement without the prior written consent of the Client. |
| CGC 43.1 | <p>The price of the Contract is : _____ <i>[insert amount and currency for each of the currencies]</i> local indirect taxes <i>[indicate included or excluded]</i>.</p> <p>Local taxes and indirect taxes due under the Agreement for the Services provided by the Consultant will be <i>[insert as applicable: "paid" or "refunded"]</i> by the Client <i>[insert as applicable: "on behalf of" or "to"]</i> Consultant.</p> <p>The amount of these fees is _____ [insert the amount as agreed during the negotiations of the Contract on the basis of the estimates provided by the Consultant in the FIN-2 form of the Consultant's Financial Proposal.</p> |
| CGC 44.1 and 44.2 | <i>the Consultant, will be exempt from the payment of local indirect taxes, in application of the exemption granted by the headquarters agreement with the Government of Burkina Faso</i> |
| CGC 46.2 | <p>Payment schedule :</p> <p>1st payment : <i>100% of the audit budget for the financial year 2024 for (HeSP) upon submission of the audit report deemed acceptable by WAHO and the World Bank</i></p> <p>2nd payment : <i>100% of the audit budget for the 2025 financial year for (HeSP and SWEDD+) upon submission of the audit report deemed acceptable by WAHO and the World Bank</i></p> <p>3rd payment : <i>100% of the audit budget for the 2026 financial year for (HeSP and SWEDD+) upon submission of the audit report deemed acceptable by WAHO and the World Bank</i></p> |
| CGC 46.2.4 | The account titles are : |
| CGC 47.1 | The annual interest rate is: 1%. |
| CGC 50.1 | <p><i>[Note: The Bank requires that international arbitration in a neutral location be provided for in a contract with a foreign consultant.]</i></p> <p>Disputes will be submitted to arbitration in accordance with the following provisions :</p> <p>1. <u>Choice of arbitrators.</u> Disputes submitted to arbitration by a Party shall be settled by a sole arbitrator or by a panel of three (3) arbitrators, in accordance with the following provisions:</p> |

| | |
|--|--|
| | <p>(a) Where both Parties recognize that the dispute is of a technical nature, they may agree to appoint a sole arbitrator or, failing to agree on the choice of such sole arbitrator within thirty (30) days of receipt by the other Party of a proposal for appointment made by the Party initiating the proceeding, either Party may request <i>[indicate an appropriate international professional institution, e.g., the International Federation of Consulting Engineers (FIDIC) in Lausanne, Switzerland]</i> a list of at least (5) names. Each Party shall in turn remove a name from this list and the last remaining name on the list shall be that of the sole arbitrator responsible for settling the dispute. If the final selection of the arbitrator has not been made within sixty (60) days of receipt of this list, <i>[insert the name of the same professional institution as above]</i> appoint the sole arbitrator to settle the dispute upon request of either Party, and from the same or another list.</p> <p>(b) If the Parties do not agree that the dispute is technical in nature, each of them shall appoint one (1) arbitrator and such two arbitrators shall agree on the appointment of a third arbitrator to preside over the arbitration. If the arbitrators appointed by the Parties are unable to agree on the appointment of a third arbitrator within thirty (30) days of the Party's appointment of the first two (2) arbitrators, the third arbitrator shall be appointed at the request of either Party by <i>[indicate here the appropriate international authority, e.g., the Secretary-General of the Permanent Court of Arbitration in The Hague, the Secretary-General of the International Centre for Settlement of Investment Disputes (ICSID) in Washington, the International Chamber of Commerce in Paris, etc.]</i>.</p> <p>(c) If, in the case of a dispute, subject to the provisions of paragraph (b) above, either Party fails to appoint its arbitrator within thirty (30) days after the appointment of the arbitrator by the other Party, the other Party may request that <i>[indicate here the same appointing authority as that listed in paragraph (b)]</i> appoint a sole arbitrator who will be solely responsible for the settlement of the dispute in question.</p> |
| | <p>2. <u>Rules of Procedure.</u> In the absence of provisions to the contrary, the arbitration shall be conducted in accordance with the Rules of Arbitration Procedure of the United Nations Commission on International Trade Law (UNCITRAL) in effect on the date of the contract.</p> <p>3. <u>Substitute referees.</u> If, for any reason, an arbitrator is unable to perform his or her duties, his or her alternate shall be appointed in the same manner as the arbitrator.</p> <p>4. <u>Nationality and qualifications of referees.</u> The sole arbitrator or third arbitrator appointed in accordance with the provisions of paragraphs (a) to (c) above shall be internationally recognized legal or technical experts who are particularly competent in the field of the dispute in question; they will not be nationals of the country of origin of the Consultant or the Client [<i>Note : If the Consultant is made up of several legal entities, add: or of the country of origin of any of their Partners</i>]. For the purposes of this Clause, "country of origin" shall have the following meanings:</p> |

| | |
|--|--|
| | <ul style="list-style-type: none"> (a) the nationality of the Consultant and [<i>Note</i> : If the Consultant is constituted by several legal entities, add : <i>or one of their Partners</i>] ; or (b) the country in which the Consultant [or any of their Partners] has their principal place of business; or (c) the country of nationality of the majority of the Consultant's shareholders [or their Partners]; or (d) the country of which the Processor concerned is a national, where the dispute concerns a subcontractor. |
| | <p>5. <u>Miscellaneous provisions</u>. In the case of an arbitration proceeding governed by the provisions of this Clause:</p> <ul style="list-style-type: none"> (a) unless otherwise agreed, the proceedings will take place at [<i>choose a country other than that of the Consultant or Client</i>]; (b) the [<i>insert language retained</i>] will be the official language for all intents and purposes; and (c) The decision of the sole arbitrator or a majority of the arbitrators (or the third arbitrator in the absence of such a majority) shall be final, binding, and binding in the courts of competent jurisdiction. The Parties hereby exclude any objection or claim based on immunity from enforcement. |

IV. Appendices

APPENDIX A – TERMS OF REFERENCE

[Note: This Annex shall include the Terms of Reference (ToR) finalized by the Client and the Consultant during the negotiations; the deadlines for the completion of the various tasks; the place where the various activities are carried out; detailed reporting obligations; the Client's contributions, including the counterpart staff that the Client will need to assign to work with the Consultant's team; specific tasks that must be approved by the Client in advance.

Insert text from Section 7 (Terms of Reference) of the RFP CIs, as amended from Forms TECH-1 to TECH-5 of the Consultant's Proposal. Report changes to Section 7 of the RFP]

.....

APPENDIX B – KEY PERSONNEL

[Insert a table based on Form TECH-6 of the Consultant's Technical Proposal, finalized during the negotiations of the Contract. Attach CVs (updated and signed by the relevant expert) establishing that the Key Personnel have the required qualifications.]

.....

APPENDIX C – CONTRACT PRICE BREAKDOWN

[Insert table showing the unit prices used for the breakdown of the package price.

The table will be based on the [Form FIN-3 and FIN-4] of the Consultant's Proposal and any amendments agreed upon during the contract negotiations, if any. Any changes should be indicated by a specific note, and if there has been no change, this should be indicated.]

Where the Consultant has been recruited through the Quality-Based Selection method , also add the following:

"The agreed rates of remuneration are as set out in the attached Model Form I. This form will be prepared on the basis of Appendix A to Form FIN-3 of the RFP "Declaration of Consultant's Costs and Charges" provided by the Consultant to the Client prior to the negotiations of the Contract.

In the event that this statement is found to be incomplete or inaccurate (after inspection or audit by the Customer in accordance with T&Cs Clause 25.2 or by any other means), the Customer shall be entitled to make appropriate changes to the rates of remuneration affected by such incomplete or inaccurate statement. Such changes will be made retroactively, and in the event that the remuneration has already been paid by the Client prior to such change, (i) the Client shall be entitled to deduct the excess payment from the next monthly payment to be made to the Consultant, or (ii) if it no longer has any payment to make to the Consultant, the latter shall reimburse the Client for any overpayment within thirty (30) days of receipt of the request made by the Client in writing. Any request made by the Client for a refund must be made within twelve (12) calendar months from

the receipt by the Client of the final report and the final statement approved by the Client in accordance with Clause CGC 46.2.3 of the Agreement."}]

Model Form I
Breakdown of the Fixed Rates Agreed in the Consultant Contract

We confirm that we have agreed to pay the Personnel listed below who will be involved in the performance of the Services, the engagement fees and allowances (if applicable) set out below:

(Expressed in *[insert currency]*)

| Staff | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|-------------------------------------|------|--|----------------------------|-----------------------|----------|----------------------------|--|---|-------------------------------|
| Name | Post | Base salary per month/day/working hour | Payroll taxes ¹ | Overhead ¹ | Subtotal | Profit margin ² | Mission/expat allowances. ¹ | Agreed flat rate per working month/day/hour | Agreed flat rate ¹ |
| <i>At the head office</i> | | | | | | | | | |
| | | | | | | | | | |
| <i>Work in the Client's country</i> | | | | | | | | | |
| | | | | | | | | | |

¹ Expressed as a percentage of (1).
² Expressed as a percentage of (4).

 Authorized Representative

 Date

Name and title: _____

APPENDIX D - ADVANCE REPAYMENT GUARANTEE FORM

*[Note: see Clause 46.2.1 of the GCC and 46.2.1 of the CPC]
[Letter on the Guarantor's letterhead or SWIFT identification code]*

Bank Guarantee of Advance Repayment

Guarantor: *[name of the bank and address of the issuing bank]*

Beneficiary: *[name and address of the Client]*

Date: *[insert date]*

Guarantee of return in advance no.: *[insert reference]*

We have been informed that *[name of the Consultant or identical group on behalf of the signatory of the Contract]* (hereinafter referred to as "the Consultant") has entered into Contract no. *[contract number]* as of *[insert date]* for performance *[name of the Agreement and description of the Services]* (hereinafter referred to as "the Agreement").

In addition, we understand that under the terms of the Agreement, an advance in the amount of *[insert amount in words]* *[insert amount in figures]* is paid against a guarantee of return in advance.

At the request of the Consultant, we hereby undertake, without reservation and irrevocably, to pay you on first demand, any sums of money that you may claim up to the limit of *[insert amount in words]* *[insert amount in figures]*.⁹ Your claim for payment must include, either in the claim itself or in a separate signed document accompanying or identifying the claim, a statement that the Consultant:

(a) has not repaid the advance under the conditions specified in the Contract, specifying the amount not reimbursed by the Consultant; or

(b) has used the advance for purposes other than the services covered by the Contract.

Any request for payment under this guarantee is conditional on the Consultant receiving the advance referred to above in his account numbered *[insert account number]* at *[name and address of bank]*.

The maximum amount of this guarantee will be gradually reduced by deducting the amounts reimbursed by the Consultant as indicated on the certified statements or invoices marked "paid" by the Client that will be presented to us. This guarantee expires on the earliest of the following dates: upon receipt of the statements certified by the Client or a paid invoice indicating that the

⁹ *The Guarantor must insert the amount representing the amount of the advance either in the currency(ies) mentioned in the Contract for the payment of the advance, or in any other freely convertible currency acceptable to the Client.*

Consultant has repaid the entire advance mentioned above, or on the *[day]* day of *[year]*.¹⁰ All requests for payment must be received by this date at the latest.

This warranty is governed by the ICC Uniform Rules for Warranties on Request, (RUGD) Revision 2010, ICC Publication No. 758.

[Signature]

¹⁰ Insert the expected date for completion of the Contract. The Client must take into account that, in the event of an extension of the duration of the Contract, it must ask the Guarantor to extend the duration of this guarantee. Such a request must be made in writing before the expiry date mentioned in the warranty. When preparing the warranty, the Customer may consider adding the following at the end of the penultimate paragraph: «On request written consent from the Client made prior to the expiry of this warranty, the Guarantor will extend the duration of this warranty for a period not exceeding *[six months]* *[one year]*. Such an extension will only be granted'Once.»

APPENDIX E – CODE OF CONDUCT FOR STAFF

**APPENDIX F – STATEMENT ON SEXUAL EXPLOITATION AND ABUSE AND/OR
SEXUAL HARASSMENT FOR CONSULTANTS**

[This form must be completed for the Consultant and, in the case of a consortium, by each member of the consortium and each subcontractor proposed by the Consultant.]

Consultant's Name: [insert full name]

Date: [insert day, month, year]

Name of the member of the Group or subcontractor: [insert full name]

RFP No. and Title: [insert RFP number and title]

Page [insert page number] on [insert total number] pages

| EAS and/or HS declaration |
|--|
| We: (a) have not been disqualified by the Bank for non-compliance with SEA/HS obligations (b) have been disqualified by the Bank for non-compliance with SEA/HS obligations (c) have been disqualified by the Bank for non-compliance with the SEA/HS obligations. An arbitration decision on the disqualification case was rendered in our favour. |
| [If (c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.] |

PART III

Section 9. Notification of Intent to Award and Beneficial Ownership Forms

Notification of intent to award

[This notification of intent to award must be sent to each Consultant whose Financial Proposal has been opened. Send this notification to the Consultant's authorized representative].

Attention: Authorized Representative of the Consultant

Name: [insert name of authorized representative]

Address: [insert address of authorized representative]

Telephone/Fax Numbers: [insert authorized representative's telephone/fax numbers]

Email address: [insert email address of authorized representative]

[IMPORTANT: Insert the date on which this Notification is sent to all Consultants. The notification must be sent to all Consultants simultaneously. This means on the same date and as close to the same time as possible.]

TRANSMISSION DATE: This notification is sent by: *[email/fax] on [date] (local time)*

Notification of Intent to Award the Contract

Client: *West African Health Organization*

Title of the Contract:

Country: *Burkina Faso*

Donation No.: E2420-3W and E269-3W

RFP No.: BF-WAHO-BF-422846-CS-LCS/ BF-WAHO-BF-446164-CS-LCS

This Notification of Intent to Award Contract (the Notice) informs you of our decision to award the above contract. The transmission of this notification marks the beginning of the Waiting Period. During the Waiting Period, you can:

- a) request a debriefing relating to the evaluation of your Proposal, and/or

- b) submit a Procurement Complaint regarding the decision to award the contract.

1. The Consultant Selected

| | |
|------------------------|--|
| Name: | [insert name of successful Consultant] |
| Address: | [insert address of the selected Consultant] |
| Contract price: | [insert contract price of the selected Consultant] |

2. Shortlisted Consultants [*INSTRUCTIONS: Insert the names of all shortlisted consultants and indicate which Consultants have submitted Proposals. Where required by the selection method, indicate the price proposed by each Consultant as read and evaluated. Include the overall technical scores and scores assigned for each criterion and sub-criterion. Select "Full Technical Proposal (CTP)" or "Simplified Technical Proposal (SWP)" in the last column below.*]

| Name of Consultant | Proposal submitted | [use for PTC] Overall Technical Scores | [use for PTS] Overall Technical Scores | Financial Proposal Award (if applicable) | Evaluated Financial Proposal Award (if applicable) | Combined score and ranking (if applicable) |
|--------------------|--------------------|--|--|--|--|---|
| [insert name] | [yes/no] | <p>Criterion i): [insert score] Criterion ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion c:</u> 1: [insert score] 2: [insert score] 3: [insert score] Criterion iv): [insert score] Criterion (v): [insert score] Total score: [insert score]</p> | <p>Criterion (i): [insert note] Criterion (ii): [insert footnote] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score] Total score: [insert score]</p> | [Proposal Price] | [price assessed] | <p>Combined score: [combined score] Ranking: [ranking]</p> |
| [insert name] | [yes/no] | <p>Criterion i): [insert score] Criterion ii): [insert score] Criterion (iii): [insert score] <u>Sub-criterion a:</u> 1: [insert score] 2: [insert score] 3: [insert score] <u>Sub-criterion b:</u> 1: [insert score] 2: [insert score] 3: [insert score] Sub-criterion c: 1: [insert score] 2: [insert score] 3: [insert score] Criterion iv): [insert score] Criterion (v): [insert score]</p> | <p>Criterion i): [insert score] Criterion ii): [insert score] <u>Sub-criterion a:</u> [insert score] <u>Sub-criterion b:</u> [insert score] <u>Sub-criterion c:</u> [insert score] Total score: [insert score]</p> | [Proposal Price] | [price assessed] | <p>Combined score: [combined score] Ranking: [ranking]</p> |

| Name of Consultant | Proposal submitted | [use for PTC] Overall Technical Scores | [use for PTS] Overall Technical Scores | Financial Proposal Award (if applicable) | Evaluated Financial Proposal Award (if applicable) | Combined score and ranking (if applicable) |
|--------------------|--------------------|---|---|--|--|---|
| [insert name] | [yes/no] | <p>Total score: [insert score]</p> <p>Criterion (i): [insert note]</p> <p>Criterion (ii): [insert footnote]</p> <p>Criterion (iii): [insert footnote]</p> <p>Sub-criterion a:</p> <p>1: [insert score]</p> <p>2: [insert score]</p> <p>3: [insert score]</p> <p>Sub-criterion b:</p> <p>1: [insert e score]</p> <p>2: [insert score]</p> <p>3: [insert score]</p> <p>Sub-criterion c:</p> <p>1: [insert score]</p> <p>2: [insert score]</p> <p>3: [insert score]</p> <p>Criterion iv): [insert score]</p> <p>Criterion (v): [insert score]</p> <p>Total score: [insert score]</p> | <p>Criterion (i): [insert note]</p> <p>Criterion (ii): [insert footnote]</p> <p>Sub-criterion a: [insert score]</p> <p>Sub-criterion b: [insert score]</p> <p>Sub-criterion c: [insert score]</p> <p>Total score: [insert score]</p> | [Proposal Price] | [price assessed] | <p>Combined score: [combined score]</p> <p>Ranking: [ranking]</p> |
| [insert name] | ... | | | | | |

3. Reason(s) why your Proposal was not selected *[delete if the combined score already reveals the reason]*

[Instructions: Indicate the reason(s) why the Consultant's Proposal was not selected. Not to include: (a) a point-by-point comparison with another Consultant's Proposal, or (b) information marked as confidential by a Consultant in his or her Proposal.]

4. How to request a debriefing *[This only applies if your proposal has not been successful as indicated in point 3 above]*

DEADLINE: The deadline to request a debriefing expires at midnight on _____ *[insert date] (local time).*

You can request a debriefing in relation to the results of the evaluation of your Proposal. If you decide to request a debriefing, your written request must be submitted within three (3) business days of receipt of this Notification of Intent to Award.

Provide the name of the contract, reference number, name of the Consultant, contact details; and send the request for debriefing as follows:

Attention: *[insert person's full name, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Client]*

Email Address: *[insert email address]*

Fax Number: *[insert fax number] delete if not in use*

If your request for a debriefing is received within 3 business days, we will provide the debriefing within five (5) business days of receiving your request. If we are unable to provide the debriefing within this timeframe, the Waiting Period will be extended by five (5) working days after the date the debriefing is provided. If this happens, we will notify you and confirm the date on which the Extended Waiting Period will end.

The debriefing can be done in writing, by phone, by videoconference or in person. We will promptly inform you in writing of how the debriefing will take place and confirm the date and time.

If the deadline to request a debriefing has expired, you can still request a debriefing. In such case, we will provide the debriefing as soon as possible, and normally no later than fifteen (15) business days from the date of publication of the Contract Award Notification.

5. How to File a Claim

DEADLINE: The deadline to submit a contracting complaint challenging the decision to award the contract expires at midnight on _____ *[insert date] (local time).*

Provide the contract name, reference number, Consultant name, contact details; and address the Complaint as follows:

Attention: *[insert person's full name, if applicable]*

Title/position: *[insert title/position]*

Agency: *[insert name of Client]*

Email Address : *[insert email address]*

Fax Number: *[insert fax number] delete if not in use*

[At this stage of the procurement process] [Upon receipt of this notification], you may submit a procurement complaint challenging the decision to award the contract. You do not need to have requested or received a debriefing before filing this claim. Your claim must be submitted during the Waiting Period and received by us before the end of the Waiting Period.

For more information:

For more information, see the "Procurement Regulations for REIT Borrowers (Appendix III)". You should read these provisions before preparing and submitting your claim. In addition, the World Bank's Guide "How to File a Procurement Claim" provides a useful explanation of the process, as well as a sample letter of claim.

In summary, there are four essential requirements:

1. You must be an "interested party". In this case, it is a Consultant who has submitted a Proposal as part of this selection process and who is the recipient of a Notification of Intent to Award.
2. The complaint can only challenge the decision to award the contract.
3. You must submit the claim within the time frame stated above.
4. You must include, in your claim, all the information required by the Procurement Regulations (as described in Appendix III).

6. Waiting period

DEADLINE: The Waiting Period will end at midnight on [insert date] (local time).

The Waiting Period lasts ten (10) business days after the date of transmission of this Notification of Intent to Award.

The Waiting Period may be extended. This may occur when we are unable to provide a debriefing within the five (5) business day period. If this happens, we will notify you of the extension.

If you have any questions about this notification, please do not hesitate to contact us.

On behalf of *[insert name of Customer]* :

Signature: _____

Name: _____

Title/position: _____

Telephone: _____

Email: _____

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO THE SELECTED CONSULTANT: DELETE THIS TITLE BLOCK AFTER COMPLETING THE FORM

This Beneficial Ownership Disclosure Form must be completed by the successful Consultant. In the case of a group of companies, the Consultant must provide a separate form for each of the partners. Information on beneficial owners must be current as of the date it is provided.

For the purposes of this Form, a beneficial owner of the Consultant is a legal or natural person who owns the Consultant or has control over the Consultant because it meets one or more of the following conditions:

- *directly or indirectly owns 25% or more of the shares*
- *directly or indirectly holds 25% or more of the voting rights*
- *directly or indirectly has the power to appoint a majority of the members of the Board of Directors or equivalent authority of the Consultant*

[insert title of Request for Proposal]

RFP No.: *BF-WAHO-BF-367628-CS-LCS*

A: *West African Health Organization (WAHO)*

In response to your request in the Contract Award Notification Letter dated *[insert date of notification letter]* to provide additional beneficial ownership information: *[retain applicable option and delete non-beneficial ownership options]*

(i) We provide the following beneficial ownership information:

Details of Beneficial Owners

| Identity of the owner Beneficial owner | <i>directly or indirectly owns 25% or more of the shares</i> (Yes / No) | <i>directly or indirectly holds 25% or more of the voting rights</i> (Yes / No) | <i>directly or indirectly has the power to appoint a majority of the members of the Board of Directors or equivalent authority of the Consultant</i> (Yes / No) |
|--|--|--|--|
| <i>[insert full name, nationality, country of residence]</i> | | | |

OR

(ii) we declare that there is no Beneficial Owner who meets at least one of the following conditions:

- directly or indirectly owns 25% or more of the shares
- directly or indirectly holds 25% or more of the voting rights
- directly or indirectly has the power to appoint a majority of the members of the Board of Directors or equivalent authority of the Consultant

OR

(iii) we declare that we are unable to identify any Beneficial Owner who meets at least one of the following conditions *[If this option is chosen, the Consultant must provide an explanation as to why it is unable to identify a Beneficial Owner]:*

- directly or indirectly owns 25% or more of the shares
- directly or indirectly holds 25% or more of the voting rights
- directly or indirectly has the power to appoint a majority of the members of the Board of Directors or equivalent authority of the Consultant

Consultant's Name:* *[insert Consultant's full name]*

Name of the person authorized to sign on behalf of the Consultant :** *[insert full title/capacity of the signatory person]*

As: *[indicate signer's capacity]*

Signature *[insert signature]*

As of the _____ **day of** *[Insert date of signature]*

*In the case of a tender submitted by a group of companies, indicate the name of the group or its partners, as a Consultant. In the event that the Consultant is a Consortium, each reference to the "Consultant" in the beneficial ownership disclosure form (including the introduction thereto) must be read to identify the member of the Consortium.

**The signatory must have a power of attorney given by the Consultant, to be attached to the offer.