CONTRACT FOR CONSULTING SERVICES

Small Assignments

Lump Sum Payments
(IBRD/IDA Financed)

(April 1998)

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SMALL ASSIGNMENTS
LUMP SUM PAYMENTS
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CONTRACT

THIS CONTRACT ("Contract") is entered into this ________________ [starting date of assignment] day of _______, 19___, by and between ____________ ("the Client") having its principal place of business at ________________________, and __________________ ("the Consultant") having its principal office located at __________________.

WHEREAS, the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

1. <u>Services</u>

   (i) The Consultant shall perform the services specified in Annex A, "Terms of Reference and Scope of Services", which is made an integral part of this Contract ("the Services").

   (ii) The Consultant shall provide the personnel listed in Annex B, "Consultant's Personnel", to perform the Services.

   (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, "Consultant's Reporting Obligations".

2. <u>Term</u>

   The Consultant shall perform the Services during the period commencing ________________ and continuing through ______________, or any other period as may be subsequently agreed by the parties in writing.

3. <u>Payment</u>

   A. <u>Ceiling</u>

   (i) For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed _______________.

   (ii) The above amount has been established based on the understanding that it includes all of the Consultant's costs and profits as well as any tax obligation that may be imposed in the case of all domestic Consultants and foreign Consultants who are residents in India. The Client will perform such duties in regard to the deduction of such tax at source as may be lawfully imposed.

   In the case of foreign Consultants who are not the residents in India, the Client will pay directly the taxes, dues, fees, levies and other impositions in India related to:

   (a) payments to the consultants in connection with carrying out this assignment;

(b) equipment, materials and supplies brought into India for the purpose of carrying out the study, provided they are subsequently withdrawn; and

(c) property brought in for your personal use, provided the property is subsequently withdrawn.

(Modify this clause as appropriate)

B. Schedule of Payments

The schedule of payments is specified below*:

Currency	Amount	
_______	_______	upon the Client's receipt of a copy of this Contract signed by the Consultant and upon submission of inception report;
_______	_______	upon the Client's receipt of the draft report, acceptable to the Client; and
_______	_______	upon the Client's receipt of the final report, acceptable to the Client.
_______	_______	Total

C. Payment Conditions

Payment shall be made in _________ [specify currency], no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

4. Project Administration

A. Coordinator. The Client designates Mr./Ms. _____________ as Client's Coordinator; the Coordinator will be responsible for the coordination of activities under this Contract, for acceptance and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports. The reports listed in Annex C, "Consultant's Reporting Obligations", shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Confidentiality

The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

* Modify in order to reflect the output required, as described in Annex C

7. Ownership of Material

Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software. The consultants shall not use these documents and software for purposes unrelated to this contract without the prior written approval of the client.

8. Consultant not to be engaged in certain activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

9. Insurance

The Consultant will be responsible for taking out any appropriate insurance coverage.

10. Assignment

The Consultant shall not assign this Contract or sub-contract or any portion of it without the Client's prior written consent.

11. Law Governing Contract and Language

The Contract shall be governed by the laws of Union of India, and the language of the Contract shall be English.

12. Dispute Resolution*

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with Indian Arbitration & Conciliation Act 1996.

FOR THE CLIENT	FOR THE CONSULTANT
Signed by ____________________	Signed by ____________________
Title: ____________________	Title: ____________________

* In the case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 12: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the United Nations Commision on International Trade Law (UNCITRAL) Arbitration Rules as at present in force."

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel

Annex C: Consultant's Reporting Obligations

ANNEXURE A

TERMS OF REFERENCE AND SCOPE OF SERVICES

[Refer Clause 1 (i)]

Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place of performance for different tasks; specific tasks to be approved by Client, etc. as indicated below:

1. Background
2. A Precise Statement of Objectives
3. An Outline of the Tasks to be Carried Out (Scope of the Services)
4. Schedule for Completion of Tasks
5. Data, Services and Facilities to be Provided by the Client
6. Final Outputs (i.e. Reports, Drawings etc.) that will be Required of the Consultant
7. Composition of Review Committee to Monitor Consultant's Work
8. Procedure for Review of Progress Reports, Inception, Status, Final Draft and Final Reports

ANNEXURE B

CONSULTANT'S PERSONNEL

(Refer Clause 1 (ii) of the Contract)

[List under: C-1 Titles [and names, if already available], detailed job descriptions, minimum qualifications and experience of Personnel to be assigned, and staff-months for each.

ANNEXURE C

CONSULTANT'S REPORTING OBLIGATIONS

[Refer clause 1 (iii)]

[List format, frequency and contents of reports; persons to receive them; dates of submission, number of copies etc. If no reports are to be submitted, state here "Not applicable".]

Standard Bidding Documents

Procurement of Goods

The World Bank

January 1995
Revised March 2000

This revised February 2000 edition of the SBD accounts for editorial corrections and incorporates the text of previous corrigenda. In addition, Clause 33 of the Instructions to Bidders, Notification of Award, includes a debriefing provision that dictates that unsuccessful bidders who query must receive a written response from the Purchaser detailing the reasons their bids were rejected. Clause 28 of the General Conditions of Contract (GCC), Resolution of Disputes, has been revised to specify that disputes which the parties have failed to resolve by mutual consultation, shall be referred to international arbitration. The corresponding Clause 28 of the Special Conditions of Contract (SCC) now proposes for the Purchaser's consideration the *Rules of Arbitration of the International Chamber of Commerce,* the *Rules of London Court of International Arbitration,* and the *Rules of Arbitration Institute of the Stockholm Chamber of Commerce* as alternatives rules to govern the arbitration proceedings, in addition to the *Rules of the United Nations Commission on International Trade Law* (UNCITRAL). A new Clause 29 on Limitation of Liability was also introduced to the GCC. To address the common errors and inconsistencies of bidders in calculating the Bid Validity Period, the Bid Form no longer requires bidders to fill-in a time period for bid validity, but instead makes a cross-reference to Clause 16.1, Period of Validity of Bids, of the Bid Data Sheet. The Bid Form also requires that bidders certify their continuous compliance with the eligibility requirements of the bidding documents.

Preface

These Standard Bidding Documents (SBD) have been prepared by the World Bank for use by borrowers and their implementing agencies in the procurement of goods through International Competitive Bidding (ICB). The procedures and practices presented in this document have been developed through broad international experience, and are mandatory for use in projects that are financed in whole or in part by the World Bank in accordance with the provisions of the latest edition of *Guidelines: Procurement under IBRD Loans and IDA Credits.*

In order to simplify the preparation of bidding documents for each procurement, the SBD groups the provisions that are intended to be used unchanged in Section II, Instructions to Bidders, and in Section IV, General Conditions of Contract. Data and provisions specific to each procurement and contract should be included in Section III, Bid Data Sheet; Section V, Special Conditions of Contract; Section VI, Schedule of Requirements; and Section VII, Technical Specifications. The forms to be used are provided in Section I, Invitation for Bids, and in Section VIII, Sample Forms.

Care should be taken to check the relevance of the provisions of the SBD against the requirements of the specific goods to be procured. The following general directions should be observed when using the documents. In addition, each section is prepared with notes intended only as information for the Purchaser or the person drafting the bidding documents. They shall *not* be included in the final documents, except for the notes introducing Section VIII, Forms, where the information is useful for the Bidder.

(a) Specific details, such as the "name of the Purchaser" and "address for bid submission," should be furnished in the Invitation for Bids, in the Bid Data Sheet, and in the Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

(b) Amendments, if any, to the Instructions to Bidders and to the General Conditions of Contract should be made through the Bid Data Sheet and the Special Conditions of Contract, respectively.

(c) Footnotes or notes in italics included in the Invitation for Bids, Bid Data Sheet, Special Conditions of Contract, and in the Schedule of Requirements are not part of the text of the document, although they contain instructions that the Purchaser should strictly follow. The final document should contain no footnotes.

(d) The criteria for bid evaluation and the various methods of evaluation in the Instructions to Bidders (Clauses 26.4 and 26.5, respectively) should be carefully reviewed. Only those that are selected to be used for the procurement in question should be retained and expanded, as required, in the Bid Data Sheet or in the Technical Specifications, as appropriate. The criteria that are not applicable should be deleted from the Bid Data Sheet.

(e) Clauses included in the Special Conditions of Contract are illustrative of the provisions that should be drafted specifically by the Purchaser for each procurement.

(f) The forms provided in Section VIII should be completed by the Bidder or the Supplier; the footnotes in these forms should remain, since they contain instructions which the Bidder or the Supplier should follow.

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Section I. Invitation for Bids

Notes on the Invitation for Bids

The Invitation for Bids (IFB) (see paragraph 2.8 of *Guidelines: Procurement under IBRD Loans and IDA Credits,* dated January 1995, revised January and August 1996, September 1997, and January 1999) shall be issued as

(a) an advertisement in at least one newspaper of general circulation in the Borrower's country and in the official gazette, if any;

(b) an advertisement in *Development Business* and/or well-known technical magazines, for large, specialized, or important contracts;

(c) a letter addressed to interested bidders who, following the publication of the General Procurement Notice, have expressed interest in bidding for the goods for which the invitation is issued; and

(d) optionally, a circular to consular or diplomatic representatives of countries with potential bidders.

The Invitation for Bids provides information that enables potential bidders to decide whether to participate. Apart from the essential items listed in the Standard Bidding Documents (SBD), the Invitation for Bids should also indicate any important bid evaluation criteria (for example, the application of a margin of preference in bid evaluation) or qualification requirement (for example, a requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued).

The Invitation for Bids should be incorporated into the bidding documents. The information contained in the Invitation for Bids must conform to the bidding documents and in particular to the relevant information in the Bid Data Sheet.

Invitation for Bids

[Name of Country]

[Name of Project]

BRIEF DESCRIPTION OF GOODS *[WORKS]*

Loan *[Credit]* No.

1. This invitation for bids follows the general procurement notice for this project that appeared in *Development Business*, issue no. *[insert number]* of *[insert date]*.[1]

2. The *[insert name of borrower] [has received/has applied for/intends to apply for]* a *[loan/credit]* from the *[International Bank for Reconstruction and Development/International Development Association]* toward the cost of *[insert name of project]*, and it intends to apply part of the proceeds of this *[loan/credit]* to payments under the contract for *[insert name/no. of contract]*.[2]

3. The *[insert name of implementing agency]* now invites sealed bids from eligible bidders for *[insert brief description of goods or works to be procured]*.[3,4]

4. Bidding will be conducted through the international competitive bidding procedures specified in the World Bank's *Guidelines: Procurement under IBRD Loans and IDA Credits*, and is open to all bidders from eligible source countries as defined in the Guidelines.[5]

5. Interested eligible bidders may obtain further information from *[insert name of agency]* and inspect the bidding documents at the address given below *[state address at end of document]* from *[insert office hours]*.[6]

6. A complete set of bidding documents in *[insert name of language]* may be purchased by interested bidders on the submission of a written application to the address below *[state address at the end of document]* and upon payment of a nonrefundable fee[7] *[insert amount in local currency]* or in *[insert amount in specified convertible currency]*. The method of payment will be *[insert method of payment]*.[8] The document will be sent by *[insert delivery procedure]*.[9]

7. Bids must be delivered to the address below *[state address at the end of document]* at or before *[insert time and date]*. All bids must be accompanied by a bid security of *[insert amount in local currency or minimum percentage of bid price]* or an equivalent amount in a freely convertible currency.[10] Late bids will be rejected. Bids will be opened in the

presence of the bidders' representatives who choose to attend at the address below *[state address at end of document]* at *[insert time and date].*[11]

[Insert name of office].
[Insert name of officer].
[Insert postal address] and/or [Insert street address].
[Insert telephone number, indicate country and city code].
[Insert facsimile or cable number].

Notes

1. Day, month, year; for example, 31 January 1996.
2. *[Insert if applicable].* This contract will be jointly financed by *[insert name of cofinancing agency].* Bidding will be governed by the World Bank's eligibility rules and procedures.
3. A brief description of the type(s) of goods or works should be provided, including quantities, location of project, and other information necessary to enable potential bidders to decide whether or not to respond to the invitation. Bidding documents may require bidders to have specific experience or capabilities; such restrictions should also be included in this paragraph.
4. *[Insert if applicable.]* The delivery/construction period is *[insert no. of days/months/years or dates].*
5. Occasionally, contracts may be financed out of special funds that would further restrict eligibility to a particular group of member countries. When this is the case, it should be mentioned in this paragraph. Also indicate any margin of preference that may be granted as specified in the Loan or Credit Agreement and set forth in the bidding documents.
6. For example, 0900 to 1200 hours.
7. The fee, to defray printing and mailing/shipping costs, should be nominal.
8. For example, cashier's check, direct deposit to specified account no., etc.
9. The delivery procedure is usually airmail for overseas delivery and surface mail or courier for local delivery. If urgency or security dictates, courier services may be required for overseas delivery.
10. The amount of bid security should be stated as a fixed amount or as a minimum percentage of the bid price. Alternatively, if a bid security is not required (often the case in supply contracts), the paragraph should so state.
11. The office for bid opening may not necessarily be the same as that for inspection or issuance of documents or for bid submission. If they differ, each address must appear at the end of paragraph 7 and be numbered; as, for example, (1), (2), (3). The text in the paragraph would then refer to address (1), (2), etc. Only one office and its address may be specified for submission of bids, and this location should be as close as possible to the place where bids will be opened to shorten the time between bid submission and bid opening.

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This section of the bidding documents provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Purchaser. It also provides information on bid submission, opening, and evaluation, and on the award of contract.

Section II contains provisions that are to be used unchanged. Section III consists of provisions that supplement, amend, or specify in detail information or requirements included in Section II and which are specific to each procurement.

Matters governing the performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are not normally included in this section, but rather under Section IV, General Conditions of Contract, and/or Section V, Special Conditions of Contract. If duplication of a subject is inevitable in the other sections of the document prepared by the Purchaser, care must be exercised to avoid contradictions between clauses dealing with the same matter.

These Instructions to Bidders will not be part of the contract.

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Instructions to Bidders

A. Introduction

1. Source of Funds

1.1 The Borrower named in the **Bid Data Sheet** has applied for or received a loan or credit (hereinafter called "loan") from the International Bank for Reconstruction and Development or from the International Development Association (as identified in the Bid Data Sheet and hereinafter interchangeably called "the Bank") in various currencies equivalent to the U.S. dollar amount indicated in the **Bid Data Sheet** towards the cost of the Project specified in the **Bid Data Sheet.** The Borrower intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Invitation for Bids is issued.

1.2 Payment by the Bank will be made only at the request of the Borrower and upon approval by the Bank in accordance with the terms and conditions of the Loan Agreement, and will be subject in all respects to the terms and conditions of that agreement. The Loan Agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the Loan Agreement or have any claim to the loan proceeds.

2. Eligible Bidders

2.1 This Invitation for Bids is open to all suppliers from eligible source countries as defined in *Guidelines: Procurement under IBRD Loans and IDA Credits*, dated January 1995, revised January and August 1996, September 1997, and January 1999, hereinafter referred as the *IBRD Guidelines for Procurement*, except as provided hereinafter.

2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.

2.3 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.

2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank in accordance with ITB Clause 36.1.

3. Eligible Goods and Services

3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the *IBRD Guidelines for Procurement*, and all expenditures made under the contract will be limited to such goods and services.

3.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of goods and services is distinct from the nationality of the Bidder.

4. Cost of Bidding

4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the **Bid Data Sheet,** hereinafter referred to as "the Purchaser," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

5. Content of Bidding Documents

5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

(a) Instructions to Bidders (ITB)
(b) Bid Data Sheet
(c) General Conditions of Contract (GCC)
(d) Special Conditions of Contract (SCC)
(e) Schedule of Requirements
(f) Technical Specifications

(g) Bid Form and Price Schedules
(h) Bid Security Form
(i) Contract Form
(j) Performance Security Form
(k) Bank Guarantee Form for Advance Payment
(l) Manufacturer's Authorization Form

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the Purchaser's address indicated in the **Bid Data Sheet.** The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than thirty (30) days prior to the deadline for the submission of bids prescribed in ITB Clause 19.1. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by cable, and will be binding on them.

7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the **Bid Data Sheet,** in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Constituting the Bid

9.1 The bid prepared by the Bidder shall comprise the following components:

(a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;

(b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

(c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and

(d) bid security furnished in accordance with ITB Clause 15.

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

10.2 For the purpose of granting a margin of domestic preference, bids will be classified in one of three groups, as follows:

(a) **Group A:** Bids offering goods manufactured in the Purchaser's country, for which (i) labor, raw materials, and components from within the Purchaser's country account for more than thirty (30) percent of the EXW price; and (ii) the production facility in which they will be manufactured or assembled has been engaged in manufacturing or assembling such goods at least since the date of bid submission.

(b) **Group B:** All other bids offering goods from within the country of the Purchaser.

(c) **Group C:** Bids offering goods of foreign origin to be imported by the Purchaser directly or through the Supplier's local Agent.

10.3 To facilitate this classification by the Purchaser, the Bidder shall complete whichever version of the Price Schedule furnished in the bidding documents is appropriate provided, however, that the completion of an incorrect version of the Price Schedule by the Bidder will not result in rejection of its bid, but merely in the Purchaser's reclassification of the bid into its appropriate bid group.

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.

11.2 Prices indicated on the Price Schedule shall be entered separately in the following manner:

(a) For goods offered from within the Purchaser's country:

(i) the price of the goods quoted EXW (ex works, ex factory, ex warehouse, ex showroom, or off-the-shelf, as applicable), including all customs duties and sales and other taxes already paid or payable:

(A) on the components and raw material used in the manufacture or assembly of goods quoted ex works or ex factory;

or

(B) on the previously imported goods of foreign origin quoted ex warehouse, ex showroom, or off-the-shelf.

(ii) any Purchaser country sales and other taxes which will be payable on the goods if the contract is awarded.

(iii) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods to their final destination, if specified in the **Bid Data Sheet.**

(iv) the price of other (incidental) services, if any, listed in the **Bid Data Sheet.**

(b) For goods offered from abroad:

(i) the price of the goods shall be quoted CIF named port of destination, or CIP border point, or CIP named place of destination, in the Purchaser's country, as specified in the **Bid Data Sheet.** In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible countries. Similarly, the Bidder may obtain insurance services from any eligible source country.

(ii) the price of the goods quoted FOB port of shipment (or FCA, as the case may be), if specified in the **Bid Data Sheet.**

(iii) the price of goods quoted CFR port of destination (or CPT as the case may be), if specified in the **Bid Data Sheet.**

(iv) the price for inland transportation, insurance, and other local costs incidental to delivery of the goods from the port of entry to their final destination, if specified in the **Bid Data Sheet.**

(v) the price of other (incidental) services, if any, listed in the **Bid Data Sheet.**

11.3 The terms EXW, CIF, CIP, etc., shall be governed by the rules prescribed in the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

11.4 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the **Bid Data Sheet.** A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24.

If, however, in accordance with the **Bid Data Sheet,** prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

12. Bid Currencies

12.1 Prices shall be quoted in the following currencies:

(a) For goods and services that the Bidder will supply from within the Purchaser's country, the prices shall be quoted in the currency of the Purchaser's country, unless otherwise specified in the **Bid Data Sheet.**

(b) For goods and services that the Bidder will supply from outside the Purchaser's country, the prices shall be quoted in any currency of a Bank member country. If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly but use no more than three foreign currencies. Bidders expressing their foreign currency requirements in any of the national currencies of the European Monetary Union or in euro should do so in accordance with the provisions of the **Bid Data Sheet.**

13. Documents Establishing Bidder's Eligibility and Qualification

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 2.

13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:

(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Purchaser's country;

(b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

(c) that, in the case of a Bidder not doing business within the Purchaser's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(d) that the Bidder meets the qualification criteria listed in the **Bid Data Sheet.**

14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the goods;

(b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the **Bid Data Sheet,** following commencement of the use of the goods by the Purchaser; and

(c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the **Bid Data Sheet.**

15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be denominated in the currency of the bid or in another freely convertible currency, and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, in the form provided in the bidding documents or another form acceptable to the Purchaser and valid for thirty (30) days beyond the validity of the bid; or

(b) a cashier's or certified check.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid securities will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 16.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 34, and furnishing the performance security, pursuant to ITB Clause 35.

15.7 The bid security may be forfeited:

(a) if a Bidder:

(i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form, or

(ii) does not accept the correction of errors pursuant to ITB Clause 24.2; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the contract in accordance with ITB Clause 34; or

(ii) to furnish performance security in accordance with ITB Clause 35.

16. Period of Validity of Bids

16.1 Bids shall remain valid for the period specified in the **Bid Data Sheet** after the date of bid submission prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.

16.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.

16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be increased by a factor specified in the request for extension.

17. Format and Signing of Bid

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the **Bid Data Sheet,** clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for unamended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

(a) be addressed to the Purchaser at the address given in the **Bid Data Sheet;** and

(b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **Bid Data Sheet,** pursuant to ITB Clause 22.1.

18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late."

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

19. Deadline for Submission of Bids

19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 (a) no later than the time and date specified in the **Bid Data Sheet.**

19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Purchaser

22.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **Bid Data Sheet.** The bidders' representatives who are present shall sign a register evidencing their attendance.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.

22.4 The Purchaser will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited.

24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 26, the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 31), and Taxes and Duties (GCC Clause 33), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Conversion to Single Currency

25.1 To facilitate evaluation and comparison, the Purchaser will convert all bid prices expressed in the amounts in various currencies in which the bid prices are payable to either:

(a) the currency of the Purchaser's country at the selling exchange rate established for similar transactions by the Central Bank or a commercial bank in the Purchaser's country;

or

(b) a currency widely used in international trade, such as U.S. dollars, at the selling rate of exchange published in the international press for the amount payable in foreign currency; and at the selling exchange rate established for similar transactions by the Central Bank in the Purchaser's country for the amount payable in the currency of the Purchaser's country.

(c) With regard to Clauses 25.1 (a) and 25.1 (b) above, prices quoted in the national currencies of the EMU countries will be converted to euro by using the irrevocable fixed exchange rates between the former national currencies and the euro. The amounts in euro will then be converted to a single currency at the exchange rates established pursuant to Clause 25.2 and in accordance with the provisions of the **Bid Data Sheet.**

25.2 The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the source and date of the exchange rate, are specified in the **Bid Data Sheet.**

26. Evaluation and Comparison of Bids

26.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.

26.2 The Purchaser's evaluation of a bid will exclude and not take into account:

(a) in the case of goods manufactured in the Purchaser's country or goods of foreign origin already located in the Purchaser's country, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;

(b) in the case of goods of foreign origin offered from abroad, customs duties and other similar import taxes which will be payable on the goods if the contract is awarded to the Bidder; and

(c) any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

26.3 The comparison shall be between the EXW price of the goods offered from within the Purchaser's country, such price to include all costs, as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and the CIF named port of destination (or CIP border point, or CIP named place of destination) price of the goods offered from outside the Purchaser's country.

26.4 The Purchaser's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid **Data Sheet,** and quantified in ITB Clause 26.5:

(a) cost of inland transportation, insurance, and other costs within the Purchaser's country incidental to delivery of the goods to their final destination.

(b) delivery schedule offered in the bid;

(c) deviations in payment schedule from that specified in the Special Conditions of Contract;

(d) the cost of components, mandatory spare parts, and service;

(e) the availability in the Purchaser's country of spare parts and after-sales services for the equipment offered in the bid;

(f) the projected operating and maintenance costs during the life of the equipment;

(g) the performance and productivity of the equipment offered; and/or

(h) other specific criteria indicated in the **Bid Data Sheet** and/or in the Technical Specifications.

26.5 For factors retained in the Bid Data Sheet pursuant to ITB 26.4, one or more of the following quantification methods will be applied, as detailed in the Bid Data Sheet:

(a) *Inland transportation from EXW/port of entry/border point, insurance, and incidentals.*

Inland transportation, insurance, and other incidental costs for delivery of the goods from EXW/port of entry/border point to Project Site named in the **Bid Data Sheet** will be computed for each bid by the Purchaser on the basis of published tariffs by the rail or road transport agencies, insurance companies, and/or other appropriate sources. To facilitate such computation, bidder shall furnish in its bid the estimated dimensions and shipping weight and the approximate EXW/CIF (or CIP border point) value of each package. The above cost will be added by the Purchaser to EXW/CIF/CIP border point price.

(b) *Delivery schedule.*

(i) The Purchaser requires that the goods under the Invitation for Bids shall be delivered (shipped) at the time specified in the Schedule of Requirements. The estimated time of arrival of the goods at the Project Site will be calculated for each bid after allowing for reasonable international and inland transportation time. Treating the bid resulting in the earliest time of arrival as the base, a delivery "adjustment" will be calculated for other bids by applying a percentage, specified in the **Bid Data Sheet,** of the EXW/CIF/CIP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.

or

(ii) The goods covered under this invitation are required to be delivered (shipped) within an acceptable range of weeks specified in the Schedule of Requirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will be treated as nonresponsive. Within this acceptable range, an adjustment per week, as specified in the **Bid Data Sheet,** will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule of Requirements.

or

(iii) The goods covered under this invitation are required to be delivered (shipped) in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be adjusted in the evaluation by adding to the bid price a factor equal to a percentage, specified in the **Bid Data Sheet,** of EXW/CIF/CIP price per week of variation from the specified delivery schedule.

(c) *Deviation in payment schedule.*

(i) Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Bidder.

or

(ii) The SCC stipulate the payment schedule offered by the Purchaser. If a bid deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the bid will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the bid as compared with those stipulated in this invitation, at the rate per annum specified in the **Bid Data Sheet.**

(d) *Cost of spare parts.*

(i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period of operation specified in the **Bid Data Sheet,** is annexed to the Technical Specifications. The total cost of these items, at the unit prices quoted in each bid, will be added to the bid price.

or

(ii) The Purchaser will draw up a list of high-usage and high-value items of components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the **Bid Data Sheet.**

The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.

or

(iii) The Purchaser will estimate the cost of spare parts usage in the initial period of operation specified in the **Bid Data Sheet,** based on information furnished by each Bidder, as well as on past experience of the Purchaser or other purchasers in similar situations. Such costs shall be added to the bid price for evaluation.

(e) *Spare parts and after sales service facilities in the Purchaser's country.*

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined in the **Bid Data Sheet** or elsewhere in the bidding documents, if quoted separately, shall be added to the bid price.

(f) *Operating and maintenance costs.*

Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be evaluated in accordance with the criteria specified in the **Bid Data Sheet** or in the Technical Specifications.

(g) *Performance and productivity of the equipment.*

(i) Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiency below the norm of 100, an adjustment for an amount specified in the **Bid Data Sheet** will be added to the bid price, representing the capitalized cost of additional operating costs over the life of the plant, using the methodology specified in the **Bid Data Sheet** or in the Technical Specifications.

or

(ii) Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the **Bid Data Sheet** or in the Technical Specifications.

(h) *Specific additional criteria*

Other specific additional criteria to be considered in the evaluation and the evaluation method shall be detailed in the **Bid Data Sheet** and/or the Technical Specifications.

27. Domestic Preference

27.1 If the **Bid Data Sheet** so specifies, the Purchaser will grant a margin of preference to goods manufactured in the Purchaser's country for the purpose of bid comparison, in accordance with the procedures outlined in subsequent paragraphs, provided the Bidder shall have established to the satisfaction of the Purchaser and of the Bank that its bid complies with the criteria specified in ITB Clause 10.2 (a):

27.2 The Purchaser will first review the bids to confirm the appropriateness of, and to modify as necessary, the bid group classification to which bidders assigned their bids in preparing their Bid Forms and Price Schedules, pursuant to ITB Clauses 10 and 11.

27.3 All evaluated bids in each group will then be compared among themselves to determine the lowest evaluated bid of each group. The lowest evaluated bid of each group will next be compared with the lowest evaluated bids of the other groups. If this comparison results in a bid from Group A or Group B being the lowest, it will be selected for contract award.

27.4 If, as a result of the preceding comparison, the lowest evaluated bid is from Group C, all Group C bids will then be further compared with the lowest evaluated bid from Group A, after adding to the evaluated bid price of the imported goods offered in each Group C bid, for the purpose of this further comparison only:

(a) the amount of customs duties and other import taxes that a nonexempt importer would have to pay for the importation of goods offered in each Group C bid;

or

(b) fifteen (15) percent of the CIF (or CIP border point or CIP named place of destination, as the case may be) bid price of such goods, if the customs duties and taxes exceed fifteen

(15) percent of the CIF (or CIP border point or CIP place of destination) price of such goods.

If the Group A bid in the further comparison is the lowest, it will be selected for award. If not, the lowest evaluated bid from Group C, as determined from the comparison under ITB Clause 27.3 above, will be selected for award.

28. Contacting the Purchaser

28.1 From the time of bid opening to the time of contract award, if any bidder wishes to contact the Purchaser on any matter related to the bid, it should do so in writing.

28.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

29. Post-qualification

29.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

29.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Purchaser deems necessary and appropriate.

29.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Purchaser will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

30. Award Criteria

30.1 Subject to ITB Clause 32, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

31. Purchaser's Right to Vary Quantities at Time of Award

31.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the **Bid Data Sheet,** the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

32. Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

32.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders.

33. Notification of Award

33.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

33.2 The notification of award will constitute the formation of the Contract.

33.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 35, the Purchaser will promptly notify the name of the winning Bidder to each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

33.4 If, after notification of award, a Bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Bidder.

34. Signing of Contract

34.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

34.2 Within thirty (30) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser

35. Performance Security

35.1 Within thirty (30) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.

35.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 34.2 or ITB Clause 35.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.

36. Corrupt or Fraudulent Practices

36.1 The Bank requires that Borrowers (including beneficiaries of Bank loans), as well as Bidders/Suppliers/Contractors under Bank-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Bank:

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

(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.

36.2 Furthermore, Bidders shall be aware of the provision stated in Clauses 5.4 and 24.1 of the General Conditions of Contract.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

Section III is intended to assist the Purchaser in providing the specific information in relation to corresponding clauses in the Instructions to Bidders included in Section II, and has to be prepared for each specific procurement.

The Purchaser should specify in the Bid Data Sheet information and requirements specific to the circumstances of the Purchaser, the processing of the procurement, the applicable rules regarding bid price and currency, and the bid evaluation criteria that will apply to the bids. In preparing Section III, the following aspects should be checked:

(a) Information that specifies and complements provisions of Section II must be incorporated.

(b) Amendments and/or supplements, if any, to provisions of Section II as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

[Instructions for completing the Bid Data Sheet are provided, as needed, in the notes in italics mentioned for the relevant ITB Clauses.]

Introduction	
ITB 1.1	Name of Borrower.
ITB 1.1	Loan or credit number. Loan or credit amount. *[when applicable]*
ITB 1.1	Name of Project.
ITB 1.1	Name of Contract. *[For a Project requiring **similar** but separate items of equipment specified in the Schedule of Requirements, bids may be invited under alternative contract options, and the Bidder should be allowed, at its option, to bid for individual contracts or for a group of similar contracts (package). The basis for bid evaluation and contract award, by item or package, shall be specified herein.]*
ITB 4.1	Name of Purchaser.
ITB 6.1	Purchaser's address, telephone, telex, and facsimile numbers.
ITB 8.1	Language of the bid. *[Insert "English," "French," or "Spanish".]*

Bid Price and Currency	
ITB 11.2 (a) **(iii), (iv) (optional)**	The price quoted shall be ______________________. *[Specify EXW and whether prices for inland transportation and price of incidental services, must be quoted in addition to EXW.]* ***[The related provisions shall be reflected accordingly in SCC and Price Schedules.]***
ITB 11.2 (b) **(i)** **(ii), (iii) (optional)**	The price quoted shall be ______________________. *[Select, in accordance with the Schedule of Requirements, CIF named port of destination **or** CIP border point **or** CIP named place of destination.]* *[Specify whether FOB or FCA prices (or other terms, CFR or CPT) are required pursuant to ITB Clause 11.2 (b) (ii) or (iii).]*

(iv), (v) (optional)	*[Specify whether prices for inland transportation and prices of incidental services, pursuant to ITB Clauses 11.2 (b) (iv) and (v), must be quoted in addition to the above CIF or CIP prices.]* ***[The related provisions shall be reflected accordingly in SCC and Price Schedules.]***
ITB 11.5	The price shall be fixed **or** the price shall be adjustable. *[Delete the nonapplicable option.]*
ITB 12.1 (a)	*[If the Bidder is permitted to use foreign currencies for pricing and payment for goods and services from within the Purchaser's country, delete ITB Clause 12.1 (a), and state the following:]* Clause 12.1 (a) is not applicable and Clause 12.1 (b) applies to all goods and services and the words "from outside the Purchaser's country" shall not apply.
ITB 12.1 (b)	Until December 31, 2001, bid prices may also be expressed in the former national currencies of the member countries of the European Monetary Union (the Austrian schilling, Belgian franc, Finnish markka, French franc, Deutsche mark, Irish pound, Italian lira, Luxembourg franc, Netherlands guilder, Portuguese escudo and Spanish peseta), although on January 1, 1999, the euro was substituted for these currencies. *[For currency conversion concerning the national currencies of the EMU countries vis-a-vis the euro, see ITB 25.1(c).]*

Preparation and Submission of Bids	
ITB 13.3 (d)	Qualification requirements. *[Specify, for example, requirement for a minimum level of experience in manufacturing a similar type of goods for which the Invitation for Bids is issued. The following requirement may also be specified:* *"If an Agent submits bids on behalf of more than one Manufacturer, unless each such bid is accompanied by a separate Bid Form for each bid, and a bid security, when required, for each bid, and authorization from the respective Manufacturer, all such bids will be rejected as nonresponsive."]*
ITB 14.3 (b)	Spare parts required for _____ *[number]* of years of operation.
ITB 15.1	Amount of bid security. *[For small value purchases, bid security is not essential and may be dispensed with. If so, reference to ITB Clause 15.1 should be retained followed by the words "not required." In all other cases, the amount may be expressed either as a fixed amount* ***or*** *as an amount not less than a specified percentage of the*

	Bidder's bid price, preferably the former. Bid security shall normally be around two (2) percent and in no case shall exceed five (5) percent of the bid amount.]
ITB 16.1	Bid validity period. *[The period should be sufficient to permit completion of the evaluation, review of the recommended selection by the Bank (if so required), the obtainment of approvals, and notification of award. Normally, the validity should be ninety (90) days, or shorter for simple goods (e.g., materials). A realistic period should be specified in order to avoid the need for extension.]*
ITB 17.1	Number of copies.
ITB 18.2 (a)	Address for bid submission.
ITB 18.2 (b)	IFB title and number.
ITB 19.1	Deadline for bid submission.
ITB 22.1	Time, date, and place for bid opening. *[The date should be the same as for bid submission specified under ITB 19.1 above, and the time should also be the same as specified under ITB 19.1, or immediately thereafter.]*

Bid Evaluation	
ITB 25.1 (c)	*[On January 1, 1999, the euro was substituted for the currencies of the member countries of the European Monetary Union. From that date these currencies were irrevocably fixed vis-à-vis the euro. Until December 31, 2001, these currencies remain in existence as nondecimal subdenominations of the euro.]*
ITB 25.2	Currency chosen for the purpose of converting to a common currency. *[Specify either the local currency* ***or*** *a convertible currency, for example, U.S. dollars.]* Source of exchange rate. *[If the common currency is other than the local currency, for example, U.S. dollars, indicate the name of an internationally circulated newspaper that lists daily currency exchange rates (e.g.,* Financial Times*), which will be used for converting prices in foreign currencies. For prices in local currency and if the common currency selected above is the local currency, specify either the Central Bank or a commercial bank in the Purchaser's country.]* Date of exchange rate. *[Select a date that shall not be earlier than four (4) weeks prior to the original deadline for the receipt of bids, specified in ITB Clause 22.1, and no later than the original date for expiry of the period of bid validity, specified in ITB Clause 16.1.]*

ITB 26.4	Criteria for bid evaluation. *[Select as appropriate from criteria listed in ITB Clause 26.4 (e.g., 26.4 (b) and (c)), and in the reference under ITB 26.5 below.* ***Retain*** *only* ***the evaluation method to apply and the relevant parameters corresponding to the retained criteria (e.g., 26.5 (b) (i) and (c) (ii)).]***
ITB 26.5 (a)	Inland transportation from EXW/port of entry/border point to *[name of Project site(s)]*, and insurance and incidentals. Bidder shall furnish: • estimated dimensions and shipping weight of each package. • approximate EXW/CIF/CIP value of each package. *[This information is not required when the Bidder is invited to submit a bid in accordance with ITB Clause 11.2 (a) (iii) or ITB Clause 11.2 (b) (iv).]*
ITB 26.5 (b)	Delivery schedule. Relevant parameters in accordance with option selected:
Option (i)	adjustment expressed as a percentage, **or**
Option (ii)	adjustment expressed in an amount in the currency of bid evaluation, **or**
Option (iii)	adjustment expressed as a percentage *[A rate of one-half (0.5) percent per week is a reasonable figure. The percentage of liquidated damages specified in SCC should be higher.]*
ITB 26.5 (c) (ii)	Deviation in payment schedule. Annual interest rate.
ITB 26.5 (d)	Cost of spare parts. *[Specify the applicable method—(i), (ii), or (iii)—and factors (e.g., number of years) and reference to the Appendix to the Technical Specifications, as required.]*
ITB 26.5 (e)	Spare parts and after sales service facilities in the Purchaser's country. *[Minimum service facilities and parts inventories* ***or*** *reference to the Technical Specifications.]*

ITB 26.5 (f)	Operating and maintenance costs. Factors for calculation of the life cycle cost: (i) number of years for life cycle *[it is recommended that the life cycle period should not exceed the usual period before a planned major overhaul of the goods]*; (ii) operating costs *[e.g., fuel and/or other input, unit cost, and annual and total operational requirements]*; (iii) maintenance costs *[e.g., spare parts—without duplication of above Clause 26.5 (d) requirements—and/or other inputs]*; and (iv) rate, as a percentage, to be used to discount all annual future costs calculated under (ii) and (iii) above to present value. **or** Reference to the methodology specified in the Technical Specifications or elsewhere in the bidding documents. *[The contractual liquidated damages specified in the SCC shall be higher than the evaluation advantage.]*
ITB 26.5 (g)	Performance and productivity of equipment. *[Specify the applicable procedure and the adjustment factor (in the currency used for bid evaluation, as applicable), as required. The adjustment factor should apply to the norm that shall be used and that shall either be specified in the Technical Specifications or shall be the value committed in the responsive bid with the best guaranteed performance or productivity; the contractual liquidated damages specified in the SCC shall be higher than the evaluation advantage.]*
ITB 26.5 (h)	Details of other factors to be used in the evaluation and their evaluation method or reference to the Technical Specifications.
ITB 27	Domestic preference to apply. **or** Domestic preference not applicable. *[Delete the nonapplicable option.]*

Contract Award	
ITB 31.1	Percentage for quantity increase or decrease. *[Optional clause to be used only where appropriate. Normally should not exceed fifteen (15) percent.]*

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract in Section IV, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

The General Conditions of Contract herein shall not be altered. Any changes and complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract in Section V.

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General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.

(d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract.

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Purchaser" means the organization purchasing the Goods, as **named in SCC.**

(h) "The Purchaser's country" is the country **named in SCC.**

(i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract and **named in SCC.**

(j) "The World Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).

(k) "The Project Site," where applicable, means the place or places **named in SCC.**

(l) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules of the World Bank, as further elaborated in the **SCC.**

3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.3 The origin of Goods and Services is distinct from the nationality of the Supplier.

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the Bank

5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing; pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

5.4 The Supplier shall permit the Bank to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Bank, if so required by the Bank.

6. Patent Rights

6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Purchaser's country.

7. Performance Security

7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount **specified in SCC.**

7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Purchaser's country or abroad, acceptable to the Purchaser, in the form provided in the bidding documents or another form acceptable to the Purchaser; or

(b) a cashier's or certified check.

7.4 The performance security will be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise **specified in SCC.**

8. Inspections and Tests

8.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. **SCC** and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Purchaser's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the country of origin.

8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.

10. Delivery and Documents

10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of

Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

10.2 For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

10.3 Documents to be submitted by the Supplier are **specified in SCC.**

11. Insurance

11.1 The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner **specified in the SCC.**

11.2 Where delivery of the Goods is required by the Purchaser on a CIF or CIP basis, the Supplier shall arrange and pay for cargo insurance, naming the Purchaser as beneficiary. Where delivery is on a FOB or FCA basis, insurance shall be the responsibility of the Purchaser.

12. Transportation

12.1 Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Purchaser or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.2 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in the Purchaser's country, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

12.3 Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, defined as the Project Site, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

12.4 Where the Supplier is required under Contract to deliver the Goods CIF or CIP, no restriction shall be placed on the choice of carrier. Where the Supplier is required under Contract (a) to deliver the Goods FOB or FCA, and (b) to arrange on behalf and at the expense of the Purchaser for international transportation on specified carriers or on national flag carriers of the Purchaser's country, the Supplier may arrange for such transportation on alternative carriers if the specified or national flag carriers are not available to transport the Goods within the period(s) specified in the Contract.

13. Incidental Services

13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, **specified in SCC:**

(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

14. Spare Parts

14.1 As **specified in SCC,** the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless **specified otherwise in SCC.**

15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to the final destination.

15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

16. Payment

16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be **specified in SCC.**

16.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

16.4 The currency or currencies in which payment is made to the Supplier under this Contract shall be **specified in SCC** subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's bid.

16.5 All payments shall be made in the currency or currencies specified in the SCC pursuant to GCC 16.4. If both the specified currency and, because of a membership in the European Monetary Union (EMU), the euro is valid in the country of the specified currency, payments may also be made in euro. In case the specified currency has ceased to be valid in the country of the specified currency because of a membership in the EMU, payments shall be made in the corresponding amount of the euro. The conversion of the amount of the specified currency into the euro shall in both cases be made in accordance with the statutory rate of conversion applicable in the country of the specified currency.

17. Prices

17.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments **authorized in SCC** or in the Purchaser's request for bid validity extension, as the case may be.

18. Change Orders

18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 32, make changes within the general scope of the Contract in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) the method of shipment or packing;

(c) the place of delivery; and/or

(d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

19. Contract Amendments

19.1 Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.

21. Subcontracts

21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2 Subcontracts must comply with the provisions of GCC Clause 3.

22. Delays in the Supplier's Performance

22.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

22.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3 Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

23. Liquidated Damages

23.1 Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage **specified in SCC.** Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 24.

24. Termination for Default

24.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 22; or

(b) if the Supplier fails to perform any other obligation(s) under the Contract.

(c) if the Supplier, in the judgment of the Purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2 For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the

Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

26. Termination for Insolvency

26.1 The Purchaser may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

27. Termination for Convenience

27.1 The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

27.2 The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Settlement of Disputes

28.1 If any dispute or difference of any kind whatsoever shall arise between the Purchaser and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

28.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

28.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure **specified in the SCC.**

28.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the Purchaser shall pay the Supplier any monies due the Supplier.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6,

(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

30.1 The Contract shall be written in the language **specified in SCC.** Subject to GCC Clause 31, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

31. Applicable Law

31.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country, unless otherwise **specified in SCC.**

32. Notices	32.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address **specified in SCC.**
	32.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
33. Taxes and Duties	33.1	A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.
	33.2	A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the Bid Data Sheet in Section III, the clauses in this Section V are intended to assist the Purchaser in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section V complement the General Conditions of Contract included in Section IV, specifying contractual requirements linked to the special circumstances of the Purchaser, the Purchaser's country, the sector, and the Goods purchased. In preparing Section V, the following aspects should be checked:

(a) Information that complements provisions of Section IV must be incorporated.

(b) Amendments and/or supplements to provisions of Section IV, as necessitated by the circumstances of the specific purchase, must also be incorporated.

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Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

[Instructions for completing the Special Conditions of Contract are provided, as needed, in the notes in italics mentioned for the relevant SCC. Where sample provisions are furnished, they are only illustrative of the provisions that the Purchaser should draft specifically for each procurement.]

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is:

GCC 1.1 (h)—The Purchaser's country is:

GCC 1.1 (i)—The Supplier is:

Sample Provision

GCC 1.1 (k)—The Project Site is: *[if applicable]*

2. Country of Origin (GCC Clause 3)

All countries and territories as indicated in Section IX of the bidding documents, "Eligibility for the Provisions of Goods, Works, and Services in Bank-Financed Procurement."

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be: *[Five (5) to ten (10) percent of the Contract Price would be reasonable; it should not exceed ten (10) percent in any case.]*

[The following provision should be used in the case of Goods having warranty obligations.]

GCC 7.4—After delivery and acceptance of the Goods, the performance security shall be reduced to two (2) percent of the Contract Price to cover the Supplier's warranty obligations in accordance with Clause GCC 15.2.

4. **Inspections and Tests (GCC Clause 8)**

GCC 8.1—Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

5. **Packing (GCC Clause 9)**

Sample provision

GCC 9.3—The following SCC shall supplement GCC Clause 9.2:

6. **Delivery and Documents (GCC Clause 10)**

For Goods supplied from abroad:

Sample provision (CIF terms)

GCC 10.3—Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable the full details of the shipment, including Contract number, description of Goods, quantity, the vessel, the bill of lading number and date, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

(i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
(ii) original and _____ copies of the negotiable, clean, on-board bill of lading marked "freight prepaid" and ___ copies of nonnegotiable bill of lading;
(iii) copies of the packing list identifying contents of each package;
(iv) insurance certificate;
(v) Manufacturer's or Supplier's warranty certificate;
(vi) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
(vii) certificate of origin.

The above documents shall be received by the Purchaser at least one week before arrival of the Goods at the port or place of arrival and, if not received, the Supplier will be responsible for any consequent expenses.

[Other similar documents should be listed, depending upon the Incoterm retained.]

For Goods from within the Purchaser's country:

Sample Provision (EXW term)

GCC 10.3—Upon delivery of the Goods to the transporter, the Supplier shall notify the Purchaser and mail the following documents to the Purchaser:

(i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
(ii) delivery note, railway receipt, or truck receipt;
(iii) Manufacturer's or Supplier's warranty certificate;
(iv) inspection certificate issued by the nominated inspection agency, and the Supplier's factory inspection report; and
(v) certificate of origin.

The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.

7. Insurance (GCC Clause 11)

GCC 11.1—The Insurance shall be in an amount equal to 110 percent of the CIF or CIP value of the Goods from "warehouse" to "warehouse" on "All Risks" basis, including War Risks and Strikes.

8. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are:

[Selected services covered under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the bid price or agreed with the selected Supplier shall be included in the Contract Price.]

9. Spare Parts (GCC Clause 14)

GCC 14.1—Additional spare parts requirements are:

Sample provision

GCC 14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case within six (6) months of placing the order and opening the letter of credit.

10. Warranty (GCC Clause 15)

Sample provision

GCC 15.2—In partial modification of the provisions, the warranty period shall be _____ hours of operation or _____ months from date of acceptance of the Goods or (_____) months from the date of shipment, whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,

or

(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be (______).

[The rate should be higher than the adjustment rate used in the bid evaluation under ITB 26.5 (f) or (g).]

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is:

11. Payment (GCC Clause 16)

Sample provision

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied from abroad:

Payment of foreign currency portion shall be made in (____________) *[currency of the Contract Price]* in the following manner:

(i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract, and upon submission of claim and a bank guarantee for equivalent amount valid until the Goods are delivered and in the form provided in the bidding documents or another form acceptable to the Purchaser.

(ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in GCC Clause 10.

(iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.

Payment of local currency portion shall be made in ________ *[currency]* within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed.

Payment for Goods and Services supplied from within the Purchaser's country:

Payment for Goods and Services supplied from within the Purchaser's country shall be made in _______ *[currency]*, as follows:

(i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within thirty (30) days of signing of the Contract against a simple receipt and a bank guarantee for the equivalent amount and in the form provided in the bidding documents or another form acceptable to the Purchaser.

(ii) **On Delivery:** Eighty (80) percent of the Contract Price shall be paid on receipt of the Goods and upon submission of the documents specified in GCC Clause 10.

(iii) **On Acceptance:** The remaining ten (10) percent of the Contract Price shall be paid to the Supplier within thirty (30) days after the date of the acceptance certificate for the respective delivery issued by the Purchaser.

12. Prices (GCC Clause 17)

Sample provision

GCC 17.1—Prices shall be adjusted in accordance with provisions in the Attachment to SCC.

*[To be inserted **only** if price is subject to adjustment.]*

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

Maximum deduction:

[Applicable rate shall not exceed one-half (0.5) percent per week, and the maximum shall not exceed ten (10) percent of the Contract Price.]

14. Settlement of Disputes (GCC Clause 28)

GCC 28.2.2—The rules of procedure for arbitration proceedings pursuant to GCC Clause 28.2 shall be as follows:

(a) Contract with foreign Supplier:

[For contracts entered into with foreign suppliers, International commercial arbitration may have practical advantages over other dispute settlement methods. The World Bank should not be named as arbitrator, nor should it be asked to name an arbitrator. Among the rules to govern the arbitration proceedings, the Purchaser may wish to consider the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976, the Rules of Conciliation and Arbitration of the International Chamber of Commerce (ICC), the Rules of the London Court of International Arbitration or the Rules of Arbitration Institute of the Stockholm Chamber of Commerce.]

If the Purchaser chooses the UNCITRAL Arbitration Rules, the following sample clause should be inserted:

GCC 28.2.2 (a)—Any dispute, controversy or claim arising out of or relating to this Contract, or breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force.

If the Purchaser chooses the Rules of ICC, the following sample clause should be inserted:

GCC 28.2.2 (a)—All disputes arising in connection with the present Contract shall be finally settled under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with said Rules.

If the Purchaser chooses the Rules of Arbitration Institute of Stockholm Chamber of Commerce, the following sample clause should be inserted:

GCC 28.2.2 (a)—Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach termination or invalidity thereof, shall be settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce.

If the Purchaser chooses the Rules of the London Court of International Arbitration, the following clause should be inserted:

GCC 28.2.2 (a)—Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which rules are deemed to be incorporated by reference to this clause.

(b) Contracts with Supplier national of the Purchaser's country:

In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's country.

[The bidding documents should contain one clause to be retained in the event of a Contract with a foreign Supplier and one clause to be retained in the event of a Contract with a Supplier who is a national of the Purchaser's country. At the time of finalizing the Contract, the respective applicable clause should be retained in the Contract. The following explanatory note should therefore be inserted as a header to GCC 28.2.2 in the bidding document.

"Clause 28.2.2 (a) shall be retained in the case of a Contract with a foreign Supplier and clause 28.2.2 (b) shall be retained in the case of a Contract with a national of the Purchaser's country."]

15. Governing Language (GCC Clause 30)

GCC 30.1—The Governing Language shall be:

16. Applicable Law (GCC Clause 31)

GCC 31.1—The Applicable Law shall be:

17. Notices (GCC Clause 32)

GCC 32.1—Purchaser's address for notice purposes:

—Supplier's address for notice purposes:

Attachment to SCC: Sample Price Adjustment Formula

Prices payable to the Supplier, as stated in the Contract, shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labor and material components in accordance with the formula:

$$\Delta P = P_0\left(a + b\frac{L_1}{L_0} + c\frac{M_1}{M_0}\right) - P_0$$

in which:

ΔP	=	adjustment amount payable to the Supplier.
P_0	=	Contract Price (base price).
a	=	fixed element representing profits and overheads included in the Contract Price and generally in the range of five (5) to fifteen (15) percent.
b	=	estimated percentage of labor component in the Contract Price.
c	=	estimated percentage of material component in the Contract Price.
L_0, L_1	=	labor indices applicable to the appropriate industry in the country of origin on the base date and date for adjustment, respectively.
M_0, M_1	=	material indices for the major raw material on the base date and date for adjustment, respectively, in the country of origin.

The coefficients a, b, and c shall be specified by the Purchaser in the bidding documents. The sum of the three coefficients should be one (1) in every application of the formula.

The Bidder shall indicate the source of the indices and the base date indices in its bid.

Base date = thirty (30) days prior to the deadline for submission of the bids.

Date of adjustment = _____ weeks prior to date of shipment (representing the mid-point of the period of manufacture).

The above price adjustment formula shall be invoked by either party subject to the following further conditions:

(a) Price adjustment will be applied only if the resulting increase or decrease is more than ____ percent of the Contract Price.

[Two (2) percent would be an acceptable percentage.]

(b) No price adjustment shall be allowed beyond the original delivery dates unless specifically stated in the extension letter. As a rule, no price adjustment shall be allowed for periods of delay for which the Supplier is entirely responsible. The Purchaser will however be entitled to any decrease in the prices of the Goods and Services subject to adjustment.

(c) The total adjustment under this clause shall be subject to a ceiling of plus or minus ___ percent of the Contract Price.

[Ten (10) percent would be an acceptable percentage.]

(d) If the currency in which the Contract Price P_0 is expressed is different from the currency of origin of the labor and material indices, a correction factor will be applied to avoid incorrect adjustments of the Contract Price. The correction factor shall correspond to the ratio of exchange rates between the two currencies on the base date and the date for adjustment as defined above.

(e) No price adjustment shall be payable on the portion of the Contract Price paid to the Supplier as advance payment.

Section VI. Schedule of Requirements

Notes for Preparing the Schedule of Requirements

The Schedule of Requirements shall be included in the bidding documents by the Purchaser, and shall cover, at a minimum, a description of the goods and services to be supplied and the delivery schedule.

The objective of the Schedule of Requirements is to provide sufficient information to enable bidders to prepare their bids efficiently and accurately, in particular, the Price Schedule, for which a form is provided in Section VIII. In addition, the Schedule of Requirements, together with the Price Schedule, should serve as a basis in the event of quantity variation at the time of award of contract pursuant to ITB Clause 31.

The date or period for delivery should be carefully specified, taking into account (a) the implications of delivery terms stipulated in the Instructions to Bidders pursuant to the *Incoterms* rules (i.e., EXW, or CIF, CIP, FOB, FCA terms—that "delivery" takes place when goods are delivered **to the carriers**), and (b) the date prescribed herein from which the Purchaser's delivery obligations start (i.e., notice of award, contract signature, opening or confirmation of the letter of credit).

Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery (i) at EXW premises, or (ii) to the carrier at the port of shipment when the contract is placed on FOB or CIF terms, or (iii) to the first carrier when the contract is placed on FCA or CIP terms. In order to determine the correct date of delivery hereafter specified, the Purchaser has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.[1]

Number	Description	Quantity	**Delivery schedule** (shipment) **in weeks/months from** ____________[2]

[1] The delivery may be specified for a single shipment, or for several partial shipments, for a specific date, or range of acceptable delivery periods.

[2] The Purchaser must specify here the date from which the delivery schedule will start. That date should be either the date of contract award, or the date of contract signature, or the date of opening of Letter of Credit, or the date of confirmation of the Letter of Credit, as appropriate. The Bid Form should include only a cross-reference to this Schedule.

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Purchaser without qualifying their bids. In the context of International Competitive Bidding (ICB), the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided for otherwise in the contract.

Samples of specifications from previous similar procurements in the same country are useful in this respect. The use of metric units is encouraged by the Bank. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods, although not necessarily to be used in a particular procurement. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized international standards should be used as much as possible. Where other particular standards are used, whether national standards of the Borrower's country or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

> Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest current edition or revision of the relevant shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region,

other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "or at least equivalent."

Where appropriate, drawings, including site plans as required, may be furnished by the Purchaser with the bidding documents. Similarly, the Supplier may be requested to provide drawings or samples either with its bid or for prior review by the Purchaser during contract execution.

Technical Specifications

[Text of Technical Specifications to be inserted in the bidding documents by the Purchaser, as applicable.]

Section VIII. Sample Forms

Notes on the Sample Forms

The Bidder shall complete and submit with its bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 9 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Purchaser, pursuant to ITB Clause 15.3.

The **Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16.3 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 26.5 (c)), spare parts pursuant to ITB Clause 26.3 (d), or quantity variations pursuant to ITB Clause 31. The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security** Form and **Bank Guarantee Form for Advance Payment** should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Purchaser and pursuant to GCC Clause 7.3 and SCC 11, respectively.

The **Manufacturer's Authorization** form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 13.3 (a).

Sample Forms

1. Bid Form and Price Schedules 73
2. Bid Security Form 77
3. Contract Form 78
4. Performance Security Form 79
5. Bank Guarantee Form for Advance Payment 80
6. Manufacturer's Authorization Form 81

1. Bid Form and Price Schedules

Date: ____________________
Loan N°: ____________________
IFB N°: ____________________

To: [name and address of Purchaser]

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for the Bid Validity Period specified in Clause 16.1 of the Bid Data Sheet and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity
____________	____________	____________
____________	____________	____________
____________	____________	____________

(if none, state "none")

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITB Clause 2 of the bidding documents.

Dated this ______________ day of ______________ 19_____.

______________________________ ______________________________

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of ______________________________

Price Schedule for Goods Offered from Abroad

(Group C bids)

Name of Bidder ____________________. IFB Number _____. Page of ___.

1	2	3	4	5	6	7	8
Item	Description	Country of origin	Quantity	Unit price[2] FOB or FCA port or place of loading (specify port or place)[1]	Unit price[2] CIF port of entry (specify port) or CIP named place (specify border point or place of destination)	Total CIF or CIP price per item (col. 4 x 6)	Unit price[2] of inland delivery to final destination and unit price of other incidental services[3]

1. Optional, but in accordance with Clause 11.2 (b) (ii) or (iii) of the Instructions to Bidders and the related provisions in the Bid Data Sheet.
2. Currencies to be used in accordance with Clause 12 of the Instructions to Bidder.
3. Optional, but in accordance with Clause 11.2 (b) (iv) and (v) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder ______________________________

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Price Schedule for Domestic Goods Offered from within the Purchaser's Country

(Group A and Group B bids)

Name of Bidder ____________________. IFB Number _____. Page of ___.

1	2	3	4	5	6	7	8	9
Item	Description	Country of origin	Quantity	Unit price[1] EXW per item	Cost of local labor, raw material, and component[2]	Total price EXW per item (cols. 4 x 5)	Unit prices[1] per item final destination and unit price of other incidental services[3]	Sales and other taxes payable if Contract is awarded

1. Currencies to be used in accordance with Clause 12 of the Instructions to Bidders. The price shall include all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the item or the customs duties and sales and other taxes paid on the previously imported item offered ex warehouse, ex showroom, or off-the-shelf. These factors should not be entered separately.
2. Indicated as a percentage of the EXW price.
3. Optional and only when required in accordance with Clause 11.2 (a)(iii) and (iv) in the Instructions to Bidders and the related provisions in the Bid Data Sheet.

Signature of Bidder ____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

2. Bid Security Form

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its bid dated *[date of submission of bid]* for the supply of *[name and/or description of the goods]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Purchaser]* (hereinafter called "the Purchaser") in the sum of *[amount]* for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of ____________ 19____.

THE CONDITIONS of this obligation are:

1. If the Bidder

    (a) withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

    (b) does not accept the correction of errors in accordance with the Instructions to Bidders; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:

    (a) fails or refuses to execute the Contract Form, if required; or

    (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

we undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

____

[signature of the bank]

3. Contract Form

THIS AGREEMENT made the _____ day of __________ 19_____ between *[name of Purchaser]* of *[country of Purchaser]* (hereinafter called "the Purchaser") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) the Bid Form and the Price Schedule submitted by the Bidder;
(b) the Schedule of Requirements;
(c) the Technical Specifications;
(d) the General Conditions of Contract;
(e) the Special Conditions of Contract; and
(f) the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _______________ the _______________ (for the Purchaser)

Signed, sealed, delivered by _______________ the _______________ (for the Supplier)

4. Performance Security Form

To: *[name of Purchaser]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated ___________ 19_____ to supply *[description of goods and services]* (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of __________19_____.

Signature and seal of the Guarantors

____

[name of bank or financial institution]

____

[address]

____

[date]

5. Bank Guarantee Form for Advance Payment

To: *[name of Purchaser]*

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Purchaser a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Purchaser on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Purchaser and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until *[date]*.

Yours truly,

Signature and seal of the Guarantors

____

[name of bank or financial institution]

____

[address]

____

[date]

6. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

To: *[name of the Purchaser]*

WHEREAS *[name of the Manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]*

do hereby authorize *[name and address of Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

____

[signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

Section IX. Eligibility for the Provision of Goods, Works, and Services in Bank-Financed Procurement

Public Information Center

Eligibility for the Provision of Goods, Works and Services in Bank-Financed Procurement

As of March 2000[3]

For the information of borrowers and bidders, and with reference to paragraph 1.6, footnote 9, of the *Guidelines: Procurement under IBRD Loans and IDA Credits*, dated January 1995 (revised January and August 1996, September 1997, and January 1999), set forth below is a list of countries from which bidders, goods, and services are not eligible to participate in procurement financed by the bank or IDA.[4]

- Andorra
- Cuba
- Democratic People's Republic of Korea (North Korea)
- Liechtenstein
- Monaco
- Nauru
- San Marino
- Tuvalu

In addition, bidders, goods, and services from other countries or territories may be declared ineligible by a provision in bidding documents if the borrower's country has excluded them by a law, official regulation, or act of compliance meeting the requirements of paragraph 1.8(a) of the *Guidelines: Procurement under IBRD Loans and IDA Credits*.

The Loan/Credit Agreement also prohibits a withdrawal from the Loan/Credit Account for the purpose of any payment to persons or entities, or for the import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. At the present time, this prohibition applies to

- Iraq

---

3 The most current listing of eligible countries can be viewed on the Public Information Center's Web page at: http://www.worldbank.org html/pic/PROCURE.html. A list of firms debarred from participating in World Bank projects is available at: http://www.worldbank.org/html/opr/procure/debarr.html.

4 Any questions regarding this list should be addressed to the Director, Procurement Policy and Services Group, Operational Core Services Network, the World Bank.

Guidelines
Selection and Employment of Consultants by World Bank Borrowers

January 1997
Revised September 1997

Consultants Guidelines.

The first sentence of paragraph 4.6, Important Provisions, of the Consultant Guidelines and footnote 26 will be amended to read as follows:

"4.6 *Currency.* RFPs shall clearly state that firms may express the price for their services, in the currency of any Bank member country.[26]

"[26] Until December 31, 2001, the price of the services may also be expressed in the former national currencies of the member countries of the European Monetary Union (the Austrian schilling, Belgian franc, Finnish markka, French franc, Deutsche mark, Irish pound, Italian lira, Luxembourg franc, Netherlands guilder, Portuguese escudo and Spanish peseta). On January 1, 1999, the euro was substituted for these currencies. From that date these currencies were irrevocably fixed vis-à-vis the euro. Until December 31, 2001 these currencies remain in existence as non-decimal sub-denominations of the euro."

Guidelines Selection and Employment of Consultants by World Bank Borrowers

The World Bank
1818 H Street, NW
Washington, D.C. 20433

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Foreword

i. These *Guidelines: Selection and Employment of Consultants by World Bank Borrowers* (January 1997, Revised September 1997) replace the 1981 *Guidelines: Use of Consultants by World Bank Borrowers and the World Bank as Executing Agency.* They take into account the following important developments, among others:

(a) diversification of Bank lending to new sectors and the need to address the specific issues that apply to the use of consultants in these new areas;

(b) Bank's continuing policy to promote the development and use of consultants in Borrower countries;

(c) worldwide increased use of cost as a factor in the selection of consultants, in both the public and the private sectors;

(d) increased emphasis on transparency in the selection process;

(e) need for simplification of the selection and review process; and

(f) the Bank's policy of entrusting the beneficiary with the selection of consultants funded by trust funds, with the Bank acting as executing agency only exceptionally.

ii. The basic principles underlying the procedures for selecting consultants financed under Bank operations remain the same: the overriding concern for quality of the services provided, with due attention to economy, efficiency, fair opportunity for all firms, and transparency of process.

I. Introduction

Purpose

1.1 The purpose of the *Guidelines: Selection and Employment of Consultants by World Bank Borrowers* (hereinafter referred to as "Guidelines") is to define the procedures for selecting, contracting, and monitoring consultants required for projects that are financed in whole or in part by loans from the International Bank for Reconstruction and Development (IBRD), credits from the International Development Association (IDA),[1] or grants from the Bank or trust funds[2] administered by the Bank and executed by the beneficiary.

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

1.3 For the purpose of these Guidelines, the term *consultants* includes a wide variety of private and public entities, including consulting

[1] Requirements of IBRD and IDA are identical. References in these Guidelines to *the Bank* include both *IBRD* and *IDA*, and references to *loans* include *credits and grants*. *Loan Agreement* includes Development Credit Agreement and Project Agreement.

[2] To the extent that the Trust Fund Agreement does not conflict with these provisions, in which case the Agreement will prevail.

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

firms, engineering firms, construction managers, management firms, procurement agents, inspection agents, auditors, United Nations (UN) agencies and other multinational organizations, investment and merchant banks, universities, research institutions, government agencies, nongovernmental organizations (NGOs), and individuals.[4] Bank Borrowers use these organizations as *consultants* to help in a wide range of activities—such as policy advice; institutional reforms; management; engineering services; construction supervision; financial services; procurement services; social and environmental studies; and identification, preparation, and implementation of projects to complement Borrowers' capabilities in these areas.

General Considerations

1.4 The Borrower is responsible for preparing and implementing the project, and therefore for selecting the Consultant, and awarding and subsequently administering the contract. While the specific rules and procedures to be followed for employing consultants depend on the circumstances of the particular case, five main considerations guide the Bank's policy on the selection process:

(a) the need for high-quality services,

(b) the need for economy and efficiency,

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

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

(e) the importance of transparency in the selection process.

1.5 The Bank considers that, in the majority of cases, these considerations can best be

[4] Individual consultants are covered in Section V.

addressed through competition among qualified short-listed firms in which the selection is based both on the quality of the proposal and on the cost of the services to be provided. (Quality- and Cost-Based Selection [QCBS]). Section II of these Guidelines describes the procedures for QCBS. However, there are cases when QCBS is not the most appropriate method of selection. For complex or highly specialized assignments or those which invite innovations, selection based on the quality of the proposal alone (Quality-Based Selection [QBS]), as described in Section III, would be more appropriate. In addition, Section III describes other methods of selection and the circumstances in which they are appropriate.

1.6 The particular methods to be followed for the selection of consultants for any given project shall be selected by the Borrower in accordance with the criteria outlined in these Guidelines and agreed upon by the Bank and shall be specified in the Bank's project documentation and the Loan Agreement for such project.

Applicability of Guidelines

1.7 The consulting services to which these Guidelines apply are of an intellectual and advisory nature. These Guidelines do not apply to other types of services in which the physical aspects of the activity predominate (for example, construction of works, manufacture of goods, operation and maintenance of facilities or plant, surveys, exploratory drilling, aerial photography, and satellite imagery).[5]

1.8 The procedures outlined in these Guidelines apply to all contracts for consulting

[5] These latter services are bid and contracted on the basis of performance of measurable physical outputs and procured in accordance with *Guidelines: Procurement under IBRD Loans and IDA Credits* (January 1995, Revised January and Ausust 1996 and September 1997), referred to herein as the Procurement Guidelines.

services financed in whole or in part from Bank loans or grants or trust funds[6] implemented by the beneficiary. In procuring consulting services not financed from such sources, the Borrower may adopt other procedures. In such cases, the Bank shall satisfy itself that (a) the procedures to be used will result in the selection of consultants who have the necessary professional qualifications, (b) the selected Consultant will carry out the assignment in accordance with the agreed schedule, and (c) the scope of the services is consistent with the needs of the project.

Conflict of Interest

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

(a) A firm which has been engaged by the Borrower to provide goods or works for a project, and any of its affiliates, shall be disqualified from providing consulting services for the same project. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services as further described in paragraph 3.10) for the same project. This provision does not apply to the various firms (consultants, contractors, or suppliers) that together are performing the contractor's obligations under a turnkey or design-and-build contract.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization of public assets shall not purchase, nor advise purchasers of, such assets.

Eligibility

1.10 Only firms that are registered or incorporated in, and individuals and personnel who are nationals of, Bank member countries[7] are eligible to compete for Bank-financed consulting services. However,

(a) Consultants from a member country may be excluded if (i) 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 procurement of the consulting services required, or (ii) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any payments to persons or entities in that country.

[6] To the extent that the Trust Fund Agreement does not conflict with these provisions, in which case the Agreement will prevail.

[7] See Section 5.01 of the General Conditions Applicable to Loan and Guarantee Agreements, dated January 1, 1985. The Bank maintains a list of countries from which bidders, goods, and services are not eligible to participate in procurement financed by the Bank. The list is regularly updated and can be obtained from the Public Information Center of the World Bank.

(b) Government-owned enterprises in the Borrower's country may participate only if they can establish that they (i) are legally and financially autonomous, and (ii) operate under commercial law. No dependent agency of the Borrower or Sub-Borrower of the project or their employees shall be permitted to submit or participate in a proposal for the provision of consulting services under the project.

Advance Contracting and Retroactive Financing

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

Associations Between Consultants

1.12 Consultants may associate with each other to complement their respective areas of expertise, or for other reasons. Such an association may be for the long term (independent of any particular assignment) or for a specific assignment. The "association" may take the form of a joint venture or of a subconsultancy. In case of a joint venture,

all members of the joint venture shall sign the contract and shall be jointly and severally liable for the entire assignment. Once the short list is finalized, and Requests for Proposals (RFPs) are issued, any association in the form of joint venture or subconsultancy among short-listed firms shall be permissible only with the approval of the Borrower. Borrowers shall not require consultants to form associations with any specific firm or group of firms, but may encourage association with qualified national firms.

Bank Review, Assistance, and Monitoring

1.13 The Bank reviews the Borrower's hiring of consultants to satisfy itself that the selection process is carried out in accordance with the provisions of the Loan Agreement. (The review procedures are described in Appendix 1).

1.14 Under special circumstances, the Bank may assist the Borrower in any or all of the various steps of the selection process, such as the provision of short lists[8] or long lists.[9] In response to a written request from a Borrower, the Bank will furnish a short or long list of firms that it expects to be capable of undertaking the assignment. The provision of the list does not represent an endorsement of the consultants. The Borrower may delete or add other names as it wishes; however, the final short list shall be submitted to the Bank for its approval before issue of the RFP.

1.15 The Bank maintains an information system on consultants—DAta on CONsultants (DACON). Registration in DACON is not mandatory to be considered for a Bank-financed assignment, nor is DACON a list of preapproved consultants. When firms register with DACON, they provide information that may be useful to Borrowers and the Bank in the preparation of short lists and review of qualifications of firms

8 Short List: a list of three to six firms to which the Request for Proposals (RFP) will be addressed.

9 Long List: a preliminary list of potential firms from which the shortlist will be established.

proposed by Borrowers. The Bank does not verify or endorse the information provided. The Bank provides this information to member governments, UN agencies, and other public international bodies upon request, without any charge for the Borrowers and at a cost to others. The Bank may, with the consent of the firms, also provide nonconfidential information to other consultants interested in seeking associates or partners for assignments.

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

Reserved Consultant Services

1.17 If a competitive process under these Guidelines would be the appropriate way of procuring certain consulting services, but the Borrower wishes to reserve these services for one or more specific firms, the Bank may accept such reserved selection only on condition that:

(a) the assignment is not eligible for financing out of the Bank loan; and

(b) it will not significantly affect the satisfactory project implementation in terms of cost, quality, and completion time.

Misprocurement

1.18 The Bank shall not finance expenditures for consulting services if the Consultants have not been selected or the services have not been contracted in accordance with the agreed procedures in the Loan Agreement. In particular, the Bank will not finance a contract when the qualifications of the Consultant or the terms and conditions of the contract are not satisfactory to the Bank. In such cases, the Bank will declare misprocurement, and it is the Bank's policy to cancel that portion of the loan allocated to the services that have been misprocured. The Bank may, in addition, exercise other remedies under the Loan Agreement. Once the contract is awarded after obtaining a "no objection" from the Bank, the Bank may still declare misprocurement if it concludes that the "no objection" was issued on the basis of incomplete, inaccurate, or misleading information furnished by the Borrower.

References to the Bank

1.19 The Borrower shall use the following language[10] when referring to the Bank in the RFP and contract documents:

> "*[Name of the Borrower]* has received *[or, 'has applied for']* a loan from the International Bank for Reconstruction and Development (IBRD) in various currencies equivalent to US$___, toward the cost of *[name of project]*, and intends to apply a portion of this loan to eligible payments under this Contract. Payments by IBRD will be made only at the request of *[name of Borrower or designate]* and upon approval by IBRD, and will be subject, in all respects, to the terms and conditions of the Loan Agreement. The Loan Agreement prohibits a withdrawal from the Loan Account for the purpose of any payment to persons or entities, or for any import of

[10] To be suitably modified in the case of a credit from IDA or a grant or a trust fund.

goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than *[name of Borrower]* shall derive any rights from the Loan Agreement or have any claim to proceeds."

Training or Transfer of Knowledge

1.20 If the assignment includes an important component for training or transfer of knowledge to Borrower staff or national consultants, the Terms of Reference (TOR) shall indicate the objectives, nature, scope, and goals of the training program, including details on trainers and trainees, skills to be transferred, time frame, and monitoring and evaluation arrangements. The cost for the training program shall be included in the Consultant's contract and in the budget for the assignment.

Language

1.21 The RFP and the proposal shall be prepared in either English, French, or Spanish at the choice of the Borrower. The text of the contract documents in that language shall govern.

1.22 The Borrower may, at its option and provided the national language is widely used, permit national consultants (excluding joint ventures between foreign and national firms), to submit their proposals and sign their contracts in the national language only, which shall then be the governing language for the contract. In such cases, the Bank shall be provided a translation of the firm's proposal and the contract in the international language specified in the RFP for contracts subject to prior review. Borrowers shall not ask firms to sign contracts both in a foreign and in the national language.

Evaluation of the Performance of Consultants

1.23 Consultants shall observe due diligence and prevailing standards in the performance of the assignment. The Bank shall evaluate the performance of consultants employed under Bank-financed contracts in a fair and confidential process. The performance ratings will be an input for future short-listing. In the case of repeated poor performance, the firm will be notified and provided an opportunity to explain the reasons for it and the remedial action proposed. If poor performance persists, the Bank may exclude the firm from participation in Bank-financed assignments for a stated period.

1.24 Consultants shall be responsible for the accuracy and suitability of their work. Although Borrowers supervise and review the consultants' work, no modifications shall be made in the final documents prepared by the consultants without mutual agreement. In the case of supervision of works, consultants may have more or less authority to supervise, from full responsibility as an independent engineer, to that of advisor to the client with little authority to make decisions.[11]

Fraud and Corruption

1.25 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as consultants under Bank-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Bank:

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

   (i) "corrupt practice" means the offering, giving, receiving, or soliciting

[11] Care should be taken to ensure that the provisions about the Consultant's authority in the Consultant's contract and in the works contract are properly coordinated.

of any thing of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the Borrower of the benefits of free and open competition;

(b) will reject a proposal for award if it determines that the Consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(c) will cancel the portion of the loan allocated to the Consultant's contract if it at any time determines that corrupt or fraudulent practices were engaged in by representatives of the Borrower or of a beneficiary of the loan during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

(d) will declare a Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the Consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract; and

(e) will have the right to require that, in contracts financed by a Bank loan, a provision be included requiring consultants to permit the Bank to inspect their accounts and records relating to the performance of the contract and to have them audited by auditors appointed by the Bank.

1.26. With the specific agreement of the Bank, a Borrower may introduce, into the RFPs for large contracts financed by the Bank, a requirement that the Consultant include in the proposal an

undertaking of the Consultant to observe, in competing for and executing a contract, the country's laws against fraud and corruption (including bribery), as listed in the RFPs. [12] The Bank will accept the introduction of such a requirement at the request of the Borrower's country, provided it is satisfied:

(a) that the requirement of such an undertaking is part of an anti-corruption program initiated by the Borrower's country; and

(b) that such requirement will apply, within a timetable agreed between the Bank and the Borrower's country, to all similar public selections of consultants."

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

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

The Selection Process

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

2.2 The selection process shall include the following steps:

(a) preparation of Terms of Reference (TOR);

(b) preparation of cost estimate and the budget;

(c) advertising;

(d) preparation of the short list of consultants;

(e) preparation and issuance of the Request for Proposals (RFP):

- (i) Letter of Invitation (LOI);
- (ii) Information to Consultants (ITC);
- (iii) proposed contract;

(f) receipt of proposals;

(g) evaluation of technical proposals: consideration of quality;

(h) evaluation of financial proposal;

(i) final evaluation of quality and cost; and

(j) negotiations and award of the contract to the selected firm.

Terms of Reference (TOR)

2.3 The Borrower shall be responsible for preparing the TOR for the assignment. TOR shall be prepared by a person(s) or a firm

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

Cost Estimate (Budget)

2.4 Preparation of a well-thought-through cost estimate is essential if realistic budgetary resources are to be earmarked. The cost estimate shall be based on the Borrower's assessment of the resources needed to carry out the assignment: staff time, logistical support, and physical inputs (for example, vehicles, laboratory equipment). Costs shall be divided into two broad categories; (a) fee or remuneration (according to the type of contract used) and (b) reimbursables, and further divided into foreign and local costs. The cost of staff time shall be estimated on a realistic basis for foreign and national personnel.

Advertising

2.5 To obtain expressions of interest, the Borrower shall include a list of expected consulting assignments in the General Procurement Notice, which shall be updated annually for all outstanding procurement.[13] It shall also advertise large-value[14] contracts in a national newspaper and in *Development Business* (*UNDB*). In addition, Borrowers may also advertise these contracts in an international newspaper or a technical magazine, seeking "expressions of interest." A copy of the advertisement shall be sent to those who expressed interest in response to the GPN. The Borrower may also contact embassies, professional organizations, or firms that it knows or that are registered in DACON.[15] The information requested shall be the minimum required to make a judgment on the firm's suitability and not be so complex as to discourage consultants from expressing interest. Sufficient time (not less than 30 days) shall be provided for responses, before preparation of the short list.

Short List of Consultants

2.6 The Borrower is responsible for preparation of the short list. The Borrower shall give first consideration to those firms expressing interest which possess the relevant qualifications. Short lists shall comprise three to six firms with a wide geographic spread, with no more than two firms from any one country and at least one firm from a developing country, unless qualified firms from developing countries are not identifiable. For the purpose of establishing the short list, the nationality of a firm is that of the country in which it is registered or incorporated. The Bank may ask the Borrower to expand or reduce a short list; however, once the Bank has issued a "no objection" to a short list, the Borrower shall not add or delete names without the Bank's concurrence. Firms that expressed interest, as well as any other firm that specifically so requests, shall be provided the final short list of firms.

2.7 The short list may comprise entirely national consultants (firms with majority national ownership and registered or incorporated in the country), if the assignment is small,[16] a sufficient number of qualified firms (at least three) are available at competitive costs, and competition including foreign consultants is prima facie not justified. However, if foreign firms have expressed interest, they shall not be excluded from consideration.

Preparation and Issuance of the Request for Proposals (RFP)

2.8 The RFP shall include (a) a Letter of Invitation, (b) Information to Consultants, (c) the TOR, and (d) the proposed contract. Whenever possible, Borrowers shall use one of the standard RFPs issued by the Bank. Borrowers shall list all the documents included in the RFP.

Letter of Invitation (LOI)

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

Information to Consultants (ITC)

2.10 The ITC shall contain all necessary information that would help consultants prepare responsive proposals, and shall bring as much transparency as possible to the selection procedure by providing information on the evaluation process and by indicating the evaluation criteria and factors and their respective weights and the minimum passing quality score. The ITC shall not indicate the budget (since cost is a selection criterion), but shall indicate the expected input of key

[13] The General Procurement Notice is prepared by the Borrower and submitted to the Bank, which will arrange for its publication in *United Nations Development Business* (UNDB) (refer to Appendix 4, paragraph 5).

[14] Contracts expected to cost more than US$200,000 equivalent.

[15] See paragraph 1.15.

[16] Dollar thresholds defining "small" shall be determined in each case, taking into account the nature and complexity of the assignment, but shall not in any case exceed US$200,000.

professionals (staff time). Consultants, however, shall be free to prepare their own estimates of staff time necessary to carry out the assignment. The ITC shall specify the proposal validity period (normally 60–90 days). A detailed list of the information that should be included in the ITC is given in Appendix 2.

Contract

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

Receipt of Proposals

2.12 The Borrower shall allow enough time for the consultants to prepare their proposals. The time allowed shall depend on the assignment, but normally shall not be less than four weeks or more than three months (for example, for assignments requiring establishment of a sophisticated methodology, preparation of a multidisciplinary master plan). During this interval, the firms may request clarifications about the information provided in the RFP. The Borrower shall provide these clarifications in writing and copy them to all firms on the short list (who intend to submit proposals). If necessary, the Borrower shall extend the deadline for submission of proposals. The technical and financial proposals shall be

submitted at the same time. No amendments to the technical or financial proposal shall be accepted after the deadline. To safeguard the integrity of the process, the technical and financial proposals shall be submitted in separate sealed envelopes. The technical envelopes shall be opened immediately by a committee of officials drawn from the relevant departments (technical, finance, legal, as appropriate), after the closing time for submission of proposals. The financial proposals shall remain sealed and shall be deposited with a reputable public auditor or independent authority until they are opened publicly. Any proposal received after the closing time for submission of proposals shall be returned unopened.

Evaluation of Proposals: Consideration of Quality and Cost

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

Evaluation of the Quality

2.14 The Borrower shall evaluate each technical proposal (using an evaluation committee of three or more specialists in the sector), taking into account several criteria: (a) the Consultant's relevant experience for the assignment, (b) the quality of the methodology proposed, (c) the qualifications of the key staff proposed, (d) transfer of knowledge, and (e) the extent of participation by nationals among key staff in the performance of the assignment. Each criterion shall be marked on a scale of 1 to 100. Then the marks shall be weighted to become scores. The following weights are indicative, and may be adjusted for specific circumstances. The proposed weights shall be disclosed in the RFP.

Consultant's specific experience:	5 to 10 points
Methodology:	20 to 50 points
Key personnel:	30 to 60 points
Transfer of knowledge:[17]	0 to 10 points
Participation by nationals:[18]	0 to 10 points
Total:	100 points

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

2.16 Evaluation of only the key personnel is recommended. Since key personnel ultimately determine the quality of performance, more weight shall be assigned to this criterion if the proposed assignment is complex. The Borrower shall review the qualifications and experience of proposed key personnel in their *curricula vitae*, which must be accurate, complete, and signed by an authorized official of the Consultant and the individual proposed. When the assignment depends critically on the performance of key staff, such as a Project Manager in a large team of specified individuals, it may be desirable to conduct interviews. The individuals shall be rated in the following three subcriteria, as relevant to the task:

(a) general qualifications: general education and training, length of experience, positions held, time with the consulting firm as staff, experience in developing countries, and so forth;

(b) adequacy for the assignment: education, training, and experience in the specific sector, field, subject, and so forth, relevant to the particular assignment; and

(c) experience in the region: knowledge of the local language, culture, administrative system, government organization, and so forth.

2.17 Borrowers shall evaluate each proposal on the basis of its responsiveness to the TOR. A proposal shall be considered unsuitable and shall be rejected at this stage if it does not respond to important aspects of the TOR or it fails to achieve a minimum technical score specified in the RFP.

2.18 At the end of the process, the Borrower shall prepare an evaluation report of the "quality" of the proposals. The report shall substantiate the results of the evaluation and describe the relative strengths and weaknesses of the proposals. All records relating to the evaluation, such as individual mark sheets, shall be retained until completion of the project and its audit.

Evaluation of Cost

2.19 After the evaluation of quality is completed, the Borrower shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered nonresponsive to the RFP and TOR, indicating that their financial proposals will be returned unopened after completing the selection process. The Borrower shall simultaneously notify the consultants that have secured the minimum qualifying mark, and indicate the date and time set for opening the financial proposals. The opening date shall not be sooner than two

[17] Transfer of knowledge may be the main objective of some assignments; in such cases, it should be given a higher weight to reflect its importance.

[18] As reflected by nationals among key staff presented by foreign and national firms.

weeks after the notification date. The financial proposals shall be opened publicly in the presence of representatives of the consultants who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the financial proposals are opened, and a copy of this record shall be promptly sent to the Bank. The Borrower shall prepare the minutes of the public opening.

2.20 The Borrower shall then review the financial proposals. If there are any arithmetical errors, they shall be corrected. For the purpose of comparing proposals, the costs shall be converted to a single currency selected by the Borrower (local currency or fully convertible foreign currency) as stated in the RFP. The Borrower shall make this conversion by using the selling (exchange) rates for those currencies quoted by an official source (such as the Central Bank), or by a commercial bank, or by an internationally circulated newspaper for similar transactions. The RFP shall specify the source of the exchange rate to be used, and the date of that exchange rate, provided that the date shall not be earlier than four weeks prior to the deadline for submission of proposals, nor later than the original date of expiration of the period of validity of the proposal.

2.21 For the purpose of evaluation, "cost" shall exclude local taxes, but shall include other reimbursable expenses, such as travel, translation, report printing, or secretarial expenses. The proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices. Alternatively, a directly proportional or other methodology may be used in allocating the marks for the cost. The methodology to be used shall be described in the RFP.

Combined Quality and Cost Evaluation

2.22 The total score shall be obtained by weighting the quality and cost scores and adding them. The weight for the "cost" shall be chosen, taking into account the complexity of the assignment and the relative importance of

quality. Except for the type of services specified in Section III, the weight for cost shall normally be in the range of 10 to 20 points, but in no case shall exceed 30 points out of a total score of 100. The proposed weightings for quality and cost shall be specified in the RFP. The firm obtaining the highest total score shall be invited for negotiations.

Negotiations and Award of Contract

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

2.24 The selected firm should not be allowed to substitute key staff, unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment.[19] If this is not the case and if it is established that key staff were offered in the proposal without confirming their availability, the firm may be disqualified and the process continued with the next ranked firm. The key staff proposed for substitution shall have qualifications equal to or better than the key staff initially proposed.

2.25 Financial negotiations shall include clarification of the consultants' tax liability in the Borrower's country (if any), and how this tax liability has been or would be reflected in the contract. Proposed unit rates for staff-months and reimbursables shall not be negotiated, since these have already been a factor of selection in the cost

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

of the proposal, unless there are exceptional reasons.

2.26 If the negotiations fail to result in an acceptable contract, the Borrower shall terminate the negotiations and invite the next ranked firm for negotiations. The Borrower shall consult with the Bank prior to taking this step. The Consultant shall be informed of the reasons for termination of the negotiations. Once negotiations are commenced with the next ranked firm, the Borrower shall not reopen the earlier negotiations. After negotiations are successfully completed, the Borrower shall promptly notify other firms on the short list that they were unsuccessful.

Rejection of All Proposals, and Reinvitation

2.27 The Borrower will be justified in rejecting all proposals only if all proposals are nonresponsive and unsuitable either because they present major deficiencies in complying with the TOR, or because they involve costs substantially higher than the original estimate. In the latter case, the feasibility of increasing the budget, or scaling down the scope of services with the firm should be investigated in consultation with the Bank. Before all the proposals are rejected and new proposals are invited, the Borrower shall notify the Bank, indicating the reasons for rejection of all proposals, and shall obtain the Bank's "no objection" before proceeding with the rejection and the new process. The new process may include revising the RFP (including the short list) and the budget. These revisions shall be agreed upon with the Bank.

Confidentiality

2.28 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the award of contract is notified to the successful firm, except as provided in paragraph 2.19.

III. Other Methods of Selection

General

3.1 In some circumstances, QCBS is not the most appropriate method for selecting consultants, and other methods are more appropriate. The particular selection methods and the type of services to which they apply are determined by agreement between the Bank and the Borrower and are specified in the Loan Agreement. This section describes other selection methods and the circumstances under which they are generally appropriate. In respect to advertisement and preparation of the short list, the relevant provisions of Section II (QCBS) shall apply whenever competition is used.

Quality-Based Selection (QBS)

3.2 QBS is appropriate for the following types of assignments:

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

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

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

3.3 In QBS, the RFP may request submission of a technical proposal only (without the financial proposal), or request submission of both technical and financial proposals at the same time, but in separate envelopes (two-envelope system). The RFP shall not provide the estimated budget, but it may provide the estimated number of key staff time, specifying that this information is given as an indication only, and that consultants shall be free to propose their own estimates.

3.4 If technical proposals alone were invited, after evaluating the technical proposals using the same methodology as in QCBS (paragraphs 2.13–2.18), the Borrower shall ask the Consultant with the highest ranked technical proposal to submit a detailed financial proposal. The Borrower and the Consultant shall then negotiate the financial proposal and the contract. All other aspects of the selection process shall be identical to those of QCBS. If, however, consultants were requested to provide financial proposals initially together with the technical proposals, safeguards shall be built in as in QCBS (paragraph 2.12) to ensure that the price envelope of only the selected proposal is opened and the rest returned unopened, after the negotiations are successfully concluded.

Selection under a Fixed Budget

3.5 This method is appropriate only when the assignment is simple and can be precisely defined and when the budget is fixed. The RFP shall indicate the available budget and request the consultants to provide their best technical and financial proposals in separate envelopes, within the budget. TOR should be particularly well prepared to make sure that the budget is sufficient for the consultants to perform the expected tasks. Evaluation of all technical proposals shall be carried out first as in the QCBS method. Then the price envelopes shall be opened in public. Proposals that exceed the indicated budget shall be rejected. The Consultant who has submitted the highest ranked technical proposal among the rest shall be selected and invited to negotiate a contract (paragraphs 2.13–2.19 and 2.23–2.25).

Least-Cost Selection

3.6 This method is more appropriate to selection of consultants for assignments of a standard or routine nature (audits, engineering design of noncomplex works, and so forth) where well-established practices and standards exist, and in which the contract amount is small.[20] Under this method, a "minimum" qualifying mark for the "quality" is established. Proposals to be submitted in two envelopes are invited from a short list. Technical envelopes are opened first and evaluated. Those securing less than the minimum are rejected and the financial envelopes of the rest are opened in public. The firm with the lowest price shall then be selected. Under this method, the qualifying minimum mark shall be established, keeping in view that all proposals above the minimum compete only on "cost." The minimum mark shall be stated in the RFP.

Selection Based on Consultants' Qualifications

3.7 This method may be used for very small[21] assignments for which the need for preparing and evaluating competitive proposals is not justified. In such cases, the Borrower shall prepare the TOR, request expressions of interest and information on the consultants' experience and competence relevant to the assignment, establish a short list, and select the firm with the most appropriate qualifications and references. The selected firm shall be asked to submit a combined technical-financial proposal and then be invited to negotiate the contract.

[20] See footnote 16.

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

Single-Source Selection

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

3.9 Single-source selection may be appropriate only if it presents a clear advantage over competition: (a) for tasks that represent a natural continuation of previous work carried out by the firm (see next paragraph), (b) where a rapid selection is essential (for example, in an emergency operation), (c) for very small[22] assignments, or (d) when only one firm is qualified or has experience of exceptional worth for the assignment.

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

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

Commercial Practices

3.12 In the case of loans onlent by a financial intermediary to private sector enterprises or autonomous commercial enterprises in the public sector, the Sub-Borrower may follow well-established private sector or commercial practices acceptable to the Bank. Consideration shall also be given to the use of competitive procedures outlined earlier, particularly for large assignments.

Selection of Particular Types of Consultants

3.13 *Selection of UN Agencies as Consultants.* UN agencies may be hired as the consultants, where they are qualified to provide technical assistance and advice in their area of expertise. However, they shall not receive any preferential treatment in a competitive selection process, except that Borrowers may accept the privileges and immunities granted to UN agencies and their staff under existing international conventions and may agree with UN agencies on special payment arrangements required according to the agency's charter, provided these are acceptable to the Bank. Such privileges, as well as other advantages such as tax exemption and other facilities, and special payment provisions, shall be evaluated and neutralized in the cost comparison. UN agencies may be hired on a single-source selection basis if the criteria outlined in Section 3.9 are fulfilled.

3.14 *Use of Nongovernmental Organizations (NGOs).* NGOs are voluntary nonprofit organizations that may be uniquely qualified to assist in the preparation, management, and implementation of projects, essentially because of their involvement and knowledge of local

[22] See footnote 21.

issues, community needs, and/or participatory approaches. NGOs may be included in the short list if they express interest and provided that the Borrower and the Bank are satisfied with their qualifications. For assignments that emphasize participation and considerable local knowledge, the short list may comprise entirely NGOs. If so, the QCBS procedure shall be followed, and the evaluation criteria shall reflect the unique qualifications of NGOs, such as voluntarism, nonprofit status, local knowledge, scale of operation, and reputation. Borrowers may select the NGO on a single-source basis, provided the criteria outlined in Section 3.9 are fulfilled.

3.15 *Procurement Agents (PAs).* When a Borrower lacks the necessary organization, resources, or experience, it may be efficient and effective for it to employ, as its agent, a firm that specializes in handling procurement. PAs are generally paid a percentage of the value of the procurements handled, or a combination of such a percentage and a fixed fee. Such PAs shall be selected using QCBS procedures with cost being given a weight up to 50 percent. The standard contract form[23] applicable for procurement agencies, with payments based on a percentage of the total procurements and/or staff-month rates, shall be used. When PAs provide only advisory services for procurement and do not act as "agents" and are not paid a percentage fee at all, they shall be selected following the appropriate procedures as for other consulting assignments, specified in these Guidelines.

3.16 *Inspection Agents.* Borrowers may wish to employ inspection agencies to inspect and certify goods prior to shipment or on arrival in the Borrower country. The inspection by such agencies usually covers the quality and quantity of the goods concerned and reasonableness of price. Inspection [illegible] shall be selected using QCBS procedures [illegible] to 50 percent and using a [illegible] on a

NGO

percentage of the value of goods inspected and certified.

3.17 *Banks.* Investment and commercial banks, financial firms, and fund managers hired by Borrowers for the sale of assets, issuance of financial instruments, and other corporate financial transactions, notably in the context of privatization operations, shall be selected under QCBS. The RFP shall specify selection criteria relevant to the activity—for example, experience in similar assignments or network of potential purchasers—and the cost of the services. In addition to the conventional remuneration (called a "retainer fee"), the compensation includes a "success fee"; this fee can be fixed, but is usually expressed as a percentage of the value of the assets or other financial instruments to be sold. The RFP shall indicate that the cost evaluation will take into account the success fee, either in combination with the retainer fee or alone. If alone, a standard retainer fee shall be prescribed for all short-listed consultants and indicated in the RFP, and the financial scores shall be based on the success fee as a percentage of a predisclosed notional value of the assets. For the combined evaluation (notably for large contracts), cost may be accorded a weight higher than recommended in paragraph 2.22 or the selection may be based on cost alone among those who secure a minimum passing mark for the quality of the proposal. The RFP shall specify clearly how proposals will be presented and how they will be compared.

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

3.19 *"Service Delivery Contractors."* Projects in the social sectors in particular may involve hiring of large numbers of individuals who deliver services on a contract basis (for example, social workers, such as nurses and paramedics). The job descriptions, minimum qualifications, terms of employment, selection procedures, and the extent of Bank review of these procedures and documents shall be described in the project documentation and the Loan agreement.

IV. Types of Contracts and Important Provisions

Types of Contracts

4.1 *Lump Sum (Firm Fixed Price) Contract.*[24] Lump sum contracts are used mainly for assignments in which the content and the duration of the services and the required output of the consultants are clearly defined. They are widely used for simple planning and feasibility studies, environmental studies, detailed design of standard or common structures, preparation of data processing systems, and so forth. Payments are linked to outputs (deliverables), such as reports, drawings, bills of quantities, bidding documents, and software programs. Lump sum contracts are easy to administer because payments are due on clearly specified outputs.

4.2 *Time-Based Contract.*[25] This type of contract is appropriate when it is difficult to define the scope and the length of services, either because the services are related to activities by others for which the completion period may vary, or because the input of the consultants required to attain the objectives of the assignment is difficult to assess. This type of contract is widely used for complex studies, supervision of construction, advisory services, and most training assignments. Payments are based on agreed hourly, daily, weekly, or monthly rates for staff (who are normally named in the contract) and on reimbursable items using actual expenses and/or agreed unit prices. The rates for staff include salary, social costs, overhead, fee (or profit), and, where appropriate, special allowances. This type of contract shall include a maximum amount of total payments to be made to the consultants. This ceiling amount should include a contingency allowance for unforeseen work and

[24] Standard form of *Contract for Consultants' Services (Lump Sum Remuneration).*
[25] Standard form of *Contract for Consultants' Services (Complex Time-Based Assignments).*

duration, and provision for price adjustments, where appropriate. Time-based contracts need to be closely monitored and administered by the client to ensure that the assignment is progressing satisfactorily, and payments claimed by the consultants are appropriate.

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

4.4 *Percentage Contract.* These contracts are commonly used for architectural services. They may be also used for procurement and inspection agents. Percentage contracts directly relate the fees paid to the Consultant to the estimated or actual project construction cost, or the cost of the goods procured or inspected. The contracts are negotiated on the basis of market norms for the services and/or estimated staff-month costs for the services, or competitively bid. It should be borne in mind that in the case of architectural or engineering services, percentage contracts implicitly lack incentive for economic design and are hence discouraged. Therefore, the use of such a contract for architectural services is recommended only if it is based on a fixed target cost and covers precisely defined services (for example, not works supervision).

4.5 *Indefinite Delivery Contract (Price Agreement).* These contracts are used when Borrowers need to have "on call" specialized services to provide advice on a particular activity, the extent and timing of which cannot be defined in advance. These are commonly used to retain "advisers" for implementation of complex projects (for example, dam panel), expert adjudicators for dispute resolution panels, institutional reforms, procurement advice, technical troubleshooting, and so forth, normally for a period of a year or more. The Borrower and the firm agree on the unit

rates to be paid for the experts, and payments are made on the basis of the time actually used.

Important Provisions

4.6 *Currency.* RFPs shall clearly state that firms may express the price for their services, in the currency of any Bank member country, or in ECUs.[26] If the consultants wish to express the price as a sum of amounts in different foreign currencies, they may do so, provided the proposal includes no more than three foreign currencies. The Borrower may require consultants to state the portion of the price representing local costs in the currency of the Borrower's country. Payment under the contract shall be made in the currency or currencies in which the price is expressed in the proposal.

4.7 *Price Adjustment.* To adjust the remuneration for foreign and/or local inflation, a price adjustment provision shall be included in the contract if its duration is expected to exceed 18 months. Exceptionally, contracts of shorter duration may include a provision for price adjustment when local or foreign inflation is expected to be high and unpredictable.

4.8 *Payment Provisions.* Payment provisions, including amounts to be paid, schedule of payments, and payment procedures,[27] shall be agreed upon during negotiations. Payments may be made at regular intervals (as under time-based contracts) or for agreed outputs (as under lump sum contracts). Payments for advances (for example, for mobilization costs) exceeding 10 percent of the contract amount must normally be backed by advance payment securities.

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

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[26] For purposes of these Guidelines, the European Currency Unit (ECU) is also considered an eligible currency.
[27] Refer to Appendix 3.

(a) consultants can be paid directly by the Bank at the request of the Borrower or exceptionally through a Letter of Credit (see Appendix 3);

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

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

4.10 *Bid and Performance Securities.* Bid and performance securities are not recommended for consultants' services. Their enforcement is often subject to judgment calls, they can be easily abused, and they tend to increase the costs to the consulting industry without evident benefits, which are eventually passed on to the Borrower.

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

4.12 *Conflict of Interest.* The Consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The Consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the client under the contract, and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the "Services" under the ongoing contract.

4.13 *Professional Liability.* The Consultant is expected to carry out its assignment with due diligence, and in accordance with prevailing standards of the profession. As the Consultant's liability to the Borrower will be governed by the applicable law, the contract need not deal with this matter unless the parties wish to limit this liability. If they do so, they should ensure that (a) there must be no such limitation in case of the Consultant's gross negligence or willful misconduct; (b) the Consultant's liability to the Borrower may in no case be limited to less than the total payments expected to be made under the Consultant's contract, or the proceeds the Consultant is entitled to receive under its insurance, whichever is higher;[28] and (c) any such limitation may deal only with the Consultant's liability toward the client and not with the Consultant's liability toward third parties.

4.14 *Staff Substitution.* During an assignment, if substitution is necessary (for example, because of ill health or because a staff member proves to be unsuitable), the Consultant shall propose other staff of at least the same level of qualifications for approval by the Borrower.

4.15 *Applicable Law and Settlement of Disputes.* The contract shall include provisions dealing with the applicable law and the forum for the settlement of disputes. International commercial arbitration may have practical advantages over other methods for the settlement of disputes. Borrowers are, therefore, encouraged to provide for this type of arbitration. The Bank shall not be named an arbitrator or be asked to name an arbitrator.[29]

28 The Borrower is encouraged to secure insurance for potential risks above these limits.

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

V. Selection of Individual Consultants

5.1 Individual consultants are normally employed on assignments for which (a) teams of personnel are not required, (b) no additional outside (home office) professional support is required, and (c) the experience and qualifications of the individual are the paramount requirement. When coordination, administration, or collective responsibility may become difficult because of the number of individuals, it would be advisable to employ a firm.

5.2 Individual consultants are selected on the basis of their qualifications for the assignment. They may be selected on the basis of references or through comparison of qualifications among those expressing interest in the assignment or approached directly by the Borrower. Individuals employed by Borrowers shall meet all relevant qualifications and shall be fully capable of carrying out the assignment. Capability is judged on the basis of academic background, experience and, as appropriate, knowledge of the local conditions, such as local language, culture, administrative system, and government organization.

5.3 From time to time, permanent staff or associates of a consulting firm may be available as individual consultants. In such cases, the conflict of interest provisions described in these Guidelines shall apply to the parent firm.

Review by the Bank of the Selection of Consultants

Scheduling the Selection Process

1. The Bank shall review the selection process for the hiring of consultants proposed by the Borrower, including the cost estimate, the contract packaging, applicable procedures, the short list, selection criteria, and so forth, for its conformity with these Guidelines and the proposed implementation program and disbursement schedule. The Borrower shall promptly inform the Bank of any delay, or other changes in the scheduling of the hiring process, which could significantly affect the timely and successful implementation of the project, and agree with the Bank on corrective measures.

Prior Review

2. With respect to all contracts which, in accordance with the Loan Agreement, are made subject to the Bank's prior review:

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

After the technical proposals have been evaluated, the Borrower shall furnish to the Bank, in sufficient time for its review, a technical evaluation report (prepared, if the Bank shall so request, by experts acceptable to the Bank) and a copy of the proposals, if requested by the Bank. If the Bank determines that the technical evaluation is inconsistent with the provisions of the RFP, it shall promptly inform the Borrower and state the reasons for its determination. The Borrower shall request the

Bank's "no objection" if the evaluation report recommends rejection of all proposals.

For contracts below the threshold specified in the Loan Agreement, the Borrower will notify the Bank of the results of the technical evaluation prior to opening the financial proposals.

(b) After receiving the Bank's "no objection" to the technical evaluation, the Borrower shall proceed with opening of the financial envelopes and then with the financial evaluation in accordance with the provisions of the RFP. The Borrower shall furnish to the Bank, in sufficient time for its review, the final evaluation report along with its proposed selection of the winning firm. If the Bank determines that the evaluation and proposed selection are inconsistent with the provisions of the RFP, it shall promptly inform the Borrower and state the reasons for its determination. If not, the Bank shall advise its "no objection" to the proposed selection.

(c) After negotiations with the selected firm are completed, the Borrower shall furnish to the Bank the final draft of the contract, highlighting any substitution of key staff or changes in the TOR and contract on which proposals were invited. The terms and conditions of the contract shall not, without the Bank's "no objection," substantially differ from those on which proposals were invited. The Borrower shall award the contract only after receiving the "no objection" from the Bank.

(d) Upon signing of the contract, the Borrower shall furnish to the Bank a copy of the final contract prior to the first application for disbursement in respect of such contract.

(e) The description and amount of the contract, together with the name and address of the firm, shall be subject to release by the Bank upon confirmation by the Borrower of contract award.

Modifications of Contract

3. Before granting a substantial extension of the stipulated time for performance of a contract, agreeing to any substantial modification of the scope of the services, substituting key staff, waiving the conditions of a contract, or making any changes in the contract that would in aggregate increase the original amount of the contract by more than 15 percent, the Borrower shall inform the Bank of the proposed extension, modification, substitution, waiver, or change, and the reasons therefor. If the Bank determines that the proposal would be inconsistent with the provisions of the Loan Agreement, it shall promptly inform the Borrower and state the reasons for its determination. A copy of all amendments to the contract shall be furnished to the Bank for its record.

Post Review

4. With respect to each contract not governed by paragraph 2, the Borrower shall furnish to the Bank, promptly after its signing and prior to delivery to the Bank of the first application for withdrawal of funds from the Loan Account in respect of such contract, one conformed copy of such contract, together with the analysis of the respective proposals, recommendations for award, and such other information as the Bank shall reasonable request. Where payments for the contract are to be made out of a Special Account,[30] a copy of the contract, together with the other information required to be furnished to the Bank, shall be furnished to the Bank prior to delivery to the Bank of the first replenishment application in respect of such contract. The Bank shall, if it determines that the award of the contract or the contract itself is not consistent

[30] Refer to Appendix 3.

with the Loan Agreement, promptly inform the Borrower and state the reasons for such determination. These provisions shall not apply to contracts on account of which withdrawals from the loan are to be made on the basis of Statements of Expenditures,[31] for which case all such documents shall be retained by the Borrower for subsequent examination by independent auditors or by the Bank's supervision missions.

Translations

5. If a contract is subject to prior review and if national firms were permitted to submit a proposal in the national language, a certified translation of the proposal, evaluation report, and the draft contract in either English, French, or Spanish shall be furnished to the Bank for facilitating the review. Such certified translation shall also be furnished to the Bank for any subsequent modifications of such contracts.

[31] Refer to Appendix 3.

INFORMATION TO CONSULTANTS (ITC)

These Guidelines specify that whenever possible, the Borrower shall use the standard RFPs issued by the Bank, which include the ITC, covering the majority of assignments. If under exceptional circumstances, the Borrower needs to amend the standard ITC, it shall do so through the technical data sheet and not by amending the main text. The ITC shall include adequate information on the following aspects of the assignment:

(a) a very brief description of the assignment;

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

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

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

(e) an estimate of the level of key staff inputs (in staff-months) required of the consultants; and indication of minimum experience, academic achievement, and so forth, expected of key staff or the total budget, if a given figure cannot be exceeded;

(f) details and status of any external financing;

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

(h) the deadline for submission of proposals;

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

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

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

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

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

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

(o) the period for which the consultants' proposals shall be held valid (normally 60–90 days) and during which the consultants shall undertake to maintain, without change, the proposed key staff, and shall hold to both the rates and total price proposed; in case of extension of the proposal validity period, the right of the consultants not to maintain their proposal;

(p) the anticipated date on which the selected Consultant shall be expected to commence the assignment;

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

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

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

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

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

DISBURSEMENTS

1. The responsibility for the implementation of the project, and therefore for the payment of consulting services under the project, rests solely with the Borrower. The Bank, for its part, is required by its Articles of Agreement to ensure that funds are paid from a Bank loan only as expenditures are incurred. Disbursements of the proceeds of a loan or a grant are made only at the Borrower's request. Supporting evidence that the funds are used in accordance with the Loan Agreement (or the Trust Fund Agreement) shall be submitted with the Borrower's withdrawal application. Payments may be made (a) to reimburse the Borrower for payments already made from its own resources, (b) directly to a third party (to the Consultant), or (c) to a commercial bank for expenditures against a World Bank Special Commitment covering a commercial bank's letter of credit (a procedure that is exceptional in the case of consultants).

2. When disbursement documentation[32] would otherwise be cumbersome or voluminous (for example, payments against small consultant contracts or purchase orders), Borrowers may be reimbursed upon presentation of Statements of Expenditures (SOEs), using a simple form with details of the expenditures, and retain the actual supporting documentation in the field for subsequent examination by independent auditors and the Bank's supervision missions.

3. Special Accounts (SAs) are revolving accounts funded with an advance from a Bank loan for use by the Borrower exclusively to cover the Bank's share of eligible expenses in both local and foreign currencies. The primary objective of the SA is to help the Borrower overcome cash flow problems and speed disbursements. The Borrower makes payments from the account to consultants and others when the payments are due. The Bank replenishes the SA regularly upon receipt of a withdrawal application with appropriate supporting documentation from the Borrower. Towards the end of loan disbursements, the Bank initiates a recovery procedure to obtain full documentation for the amount of the outstanding advance.

4. The Loan Agreement and the disbursement letter outline the disbursement procedures to be followed for the loan, including retroactive financing provisions, items eligible for disbursement under the SOE procedure, requirements for the operation of an SA, and a minimum application value. The minimum application value varies among loans, depending on the size of the loan and the nature of the project. When there is an SA, the minimum value is generally between 10 percent and 33 percent of the total advanced to the SA. The method of payment specified in the RFP shall take into account the disbursement procedures applicable to the loan.

5. A complete description of the Bank's disbursement procedures is provided in the *Disbursement Handbook*.

32 Refer to the *Disbursement Handbook*, which provides a complete description of disbursement procedures.

APPENDIX 4

GUIDANCE TO CONSULTANTS

Purpose

1. This appendix provides guidance to consultants wishing to provide consulting and professional services financed by the Bank or trust funds.

Responsibility for Selection of Consultants

2. As emphasized in paragraph 1.4 of these Guidelines, the Borrower is responsible for the selection and employment of consultants. It invites, receives, and evaluates proposals and awards the contract. The contract is between the Borrower and the Consultant. The Bank is not a party to the contract.

Bank's Role

3. As stated in these Guidelines (Appendix 1) the Bank reviews the RFP, the evaluation of proposals, award recommendations, and contract to ensure that the process is carried out in accordance with agreed procedures, as required in the Loan Agreement. Except for small contracts (below dollar thresholds specified in each Loan Agreement), the Bank reviews the documents before they are issued, as described in Appendix 1. Also, if at any time in the selection process (even after the award of contract) the Bank concludes that the agreed procedures were not followed in any substantial respect, the Bank may declare misprocurement, as described in paragraph 1.18. However, if a Borrower has awarded a contract after obtaining the Bank's "no objection," the Bank will declare misprocurement only if the "no objection" was issued on the basis of incomplete, inaccurate, or misleading information furnished by the Borrower. Furthermore, if the Bank determines that corrupt or fraudulent practices were engaged in by

representatives of the Borrower or of the Consultant, the Bank may impose the applicable sanctions set forth in paragraph 1.25 of the Guidelines.

4. The Bank publishes standard RFPs and contracts for different types of consulting services. As stated in paragraphs 2.8 and 2.11 of these Guidelines, it is mandatory for the Borrower to use these documents, with minimum changes acceptable to the Bank to address country- and project-specific issues. The Borrower finalizes and issues these documents as part of the RFP.

Information on Consultant Services

5. Information on consultant services, including a brief description of the nature of services, timing, estimated cost, staff-month, and so forth, will be, in the first instance, included in the Project Information Document (PID) which describes projects under preparation. At the same time, similar information will also be included in the description of each project in the Monthly Operational Summary (MOS). Such information will be continuously updated. Each project requires the publication of a General Procurement Notice in the *United Nations Development Business* (UNDB)[33] (updated annually for all outstanding procurement), which will include a more detailed description of the required services, the client agency, and the budgeted cost. In the case of large value contracts,[34] this will be followed by a specific notice seeking "expression of interest" in the national press and UNDB. The project documentation will provide yet more detailed information.

6. The PID is available on the Internet and from the Public Information

[33] UNDB is a publication of the United Nations. Subscription information is available from: Development Business, United Nations, GCPO Box 5850, New York, NY 10163-5850, USA. A UNDB office is maintained at the World Bank; see address below.

[34] Contracts expected to cost more than US$200,000 equivalent.

Center (PIC)[35] in the Bank. The project documentation is available after the loan is approved. The UNDB, which includes the MOS, is available on subscription.

Consultants' Role

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

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

9. Consultants should ensure that they submit a fully responsive proposal including all the supporting documents requested in the RFP. It is essential to ensure accuracy in the *curricula vitae* of key staff submitted with the proposals. The *curricula vitae* shall be signed by the consultants and the individuals and dated. Noncompliance with important requirements will result in rejection of the proposal. Once technical proposals are received and opened, consultants shall not be required nor permitted to change the substance, the key staff, and so forth. Similarly,

35 The Public Information Center address is also the World Bank address: 1818 H Street, N.W., Washington, D.C., 20433, U.S.A.

once financial proposals are received, consultants shall not be required or permitted to change the quoted fee and so forth, except at the time of negotiations carried out in accordance with the provisions of the RFP.

Confidentiality

10. As stated in paragraph 2.28, the process of proposal evaluation shall be confidential until the contract award is notified to the successful firm. Confidentiality enables the Borrower and the Bank's reviewers to avoid either the reality or perception of improper interference. If, during the evaluation process, consultants wish to bring additional information to the notice of the Borrower, the Bank, or both, they should do so in writing.

Action by the Bank

11. If consultants wish to raise issues or questions about the selection process, they may send the Bank copies of their communications with the Borrower, or they may write to the Bank directly when the Borrower does not respond promptly or when the communication is a complaint against the Borrower. All such communications should be addressed to the chief of the division for the relevant sector for the borrowing country, with a copy to the Regional Procurement Adviser.

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

13. Communications that the Bank receives from consultants after the opening of the technical proposals shall be handled as follows. In the case of contracts not subject to prior review by the Bank, any communication shall be sent to the Borrower for due consideration and appropriate action. The Borrower's response shall be reviewed during subsequent supervision of the

project by the Bank staff. In the case of contracts subject to prior review, the Bank shall examine the communication, in consultation with the Borrower, and if it needs additional information, shall request it from the Borrower. If additional information or clarification is required from the Consultant, the Bank shall ask the Borrower to obtain it and comment on or incorporate it, as appropriate, in the evaluation report. The Bank's review will not be completed until the communication is fully examined and considered.

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

Debriefing

15. If after notification of award, a Consultant wishes to ascertain the grounds on which its proposal was not selected, it should address its request to the Borrower. If the Consultant is not satisfied with the explanation given and wishes to seek a meeting with the Bank, it may address the Regional Procurement Adviser for the borrowing country, who will arrange a meeting at the appropriate level and with the relevant staff. In this discussion, only the Consultant's proposal can be discussed and not the proposals of competitors.

The World Bank

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CATALOGUE
OF
DRUGS AND CHEMICALS
1999

सत्यमेव जयते

GOVERNMENT OF WEST BENGAL
DIRECTORATE OF HEALTH SERVICES
CENTRAL MEDICAL STORES
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Foreword

Drugs occupy an important place in the prevention and treatment of various ailments notwithstanding definitive role of non-drug therapies, like physical exercise, weight reduction, dieting, cessation of smoking, etc. in many diseases. Selection, procurement and distribution of drugs for patients attending hospitals and health centres, therefore, constitute an important task for the Department of Health of the State Govt. Although several thousands of drug formulations are available in the market, it is neither necessary nor feasible to provide all the drugs marketed in the country to the beneficiaries of the public health sector. Hence the necessity of preparation of a limited list of drugs, reagents and chemicals for the Govt. hospitals and health centres.

Department of Health and Family Welfare, Govt. of West Bengal, was the pioneer in the country for the preparation of a limited list of drugs (essential drugs) for all the Govt. hospitals in the state. Keeping pace with the development in medical science, the original list has undergone periodic revisions. The present list has been revised by medical experts of the Tender Selection Committee of the Dept. of Health & F. W. on the basis of WHO-Essential Drugs List (1997) and the National Essential Drugs List. This was subsequently examined and endorsed by the participants and resource persons of the Workshop on Rational Use of Drugs held at the Institute of Health & F.W., Salt Lake, Calcutta (Vide Memo No. HF/TDE/939/MERT/2S-16/98 dt. 24/12/98 & A698(22) dt. 28/03/99 of DME, West Bengal). The list of participants of the Workshop has been published separately with this document.

Like the previous catalogues, this publication gives an alphabetical list of drugs to be procured which has again been divided into three tiers for the purpose of utilization by different levels of health facilities according to the hierarchy in the health set-up. It is hoped that the personnel responsible for procurement would ensure steady supply and those responsible for patients care would use the drugs rationally, so that millions of common people who are dependent on the Govt. health facilities can derive maximum benefit from the service.

Prof. S. K. Bandyopadhyay
Director, Medical Education &
Chairman, Tender Selection Committee,
Dept. of Health & F. W., Govt. of West Bengal
Writers' Buildings, Calcutta.

List of the Participants in the Workshop on Rational Use of Drugs

Organised by

School of Tropical Medicine, Calcutta in collaboration with Foundation for Health Action

Sl. No.	Name	Designation
1.	Dr. Sibnath Ghosh	M.O. (Surgeon), TLJ Hospital, Howrah
2.	Dr. Buddhadeb Mukherjee	M.O. (Physician), Howrah District, Hospital, Howrah
3.	Dr. Sujit Biswas	Paediatrician, Krishnagar Sadar Hospital, Nadia
4.	Dr. T. N. Ghosh	Reader, Dept. of Medicine, NRS Medical College, Calcutta
5.	Dr. A. C. Debnath	C.M.O.H., 24 Parganas (South)
6.	Dr. K. K. Dutta	Sr. Lecturer of Surgery, Calcutta National Medical College
7.	Dr. (Mrs.) Kamala Sikdar	Associate Prof. of G & O. NRS Medical College, Calcutta
8.	Dr. P. K. Saha	Superintendent, B. C. Roy Polio Clinic & Hospital, Calcutta
9.	Dr. Shibarjun Ghosh	Assoc. Prof. Paediatric Medicine, R. G. Kar Medical College, Calcutta
10.	Prof. Basudeb Banerjee	Head of the Dept. of G & O, Calcutta National Medical College, Calcutta
11.	Dr. Aniruddha Kar	C. M. O. H., 24 Parganas (North)
12.	Dr. Amalendu Chatterjee	Associate Prof. of Medicine, I. D. and B. G. Hospital Calcutta
13.	Dr. P. P. Mukherjee	Sr. Lecturer of Medicine, B. S. Medical College, Bankura
14.	Dr. A. K. Maity	Head of Dept. of G & O., B. S. Medical College, Bankura
15.	Dr. Asish Kumar Nandy	Gynaecologist, District Hospital, Howrah

Sl. No.	Name	Designation
16.	Dr. P. K. Barai	Superintendent, Sub. Divisional Hospital, Bishnupur, Bankura
17.	Dr. A. K. Datta	Physician, Sub. Div. Hosp., Bishnupur, Bankura
18.	Dr. J. N. Sarkar	Lecturer, Dermatology, School of Tropical Medicine, Calcutta
19.	Dr. Netai Pramanick	RMO-cum-Clinical Tutor, School of Tropical Medicine, Calcutta
20.	Dr. Sudev Saha	Lecturer, Dept. of Surgery, N.R.S. Medical College, Calcutta
21.	Dr. N. K. Pal	Reader & H.O.D., Bact. & Serology, School of Tropical Medicine, Calcutta
22.	Dr. K. P. Das	Superintendent, I. D. & B. G. Hospital, Calcutta
23.	Dr. S. B. Ganguly	Lecturer of Medicine, R. G. Kar Medical College, Calcutta
24.	Dr. D. Basu	Prof., Practice of Medicine, N.I.H, Calcutta
25.	Prof. S. Mukherjee	Director, Inst. of Health, Salt Lake, Calcutta
26.	Sm. G. Barman	Faculty of I. H & F. W., Inst. of Health, Salt Lake, Calcutta
27.	Dr. B. Bhattacharjya	Addl. Director (Project), HSDP(II), Salt Lake, Calcutta
28.	Dr. S. N. Chatterjee	State General Hospital, Salt Lake, Calcutta
29.	Dr. S. K. Majumder	State General Hospital, Salt Lake, Calcutta
30.	Dr. N. K. Marik	Superintendent, District Hospital, Midnapur
31.	Dr. A. K. Saha	Lecturer of Surgery, Burdwan Medical College, Burdwan
32.	Dr. T. K. Chakraborty	Superintendent, M. R. Bangur Hospital, Calcutta
33.	Dr. B. Patra	Medical Officer, M. R. Bangur Hospital, Calcutta
34.	Dr. Ranjan Dey	Medical Officer (Urology), M. R. Bangur Hospital, Calcutta
35.	Dr. U. B. Thakur	Medical Officer (Gynae), M. R. Bangur Hospital, Calcutta

Sl. No.	Name	Designation
36.	Dr. Sikha Adhikary	Inspector of Stores, Central Medical Stores, Dept. of Health & F.W.
37.	Dr. S. Chakraborty	Lecturer of Paediatric Medicine, Burdwan Medical College
38.	Dr. Meena Basak	H. O. D. of Paediatric Medicine, B. C. Roy Children Hospital
39.	Dr. N. Basu	Medical Officer, M. R. Bangur Hospital, Calcutta
40.	Dr. (Mrs.) S. Mukherjee	Reader of Chest Medicine, Calcutta National Medical College
41.	Dr. Malay Dasgupta	Assoc. Prof. of Paediatric Medicine, Medical College, Calcutta
42.	Dr. Arati Ghosh	Assistant Prof. of G & O, R. G. Kar Medical College, Calcutta
43.	Prof. S. K. Basu	H. O. D., Medicine, Burdwan Medical College, Burdwan

Name of the Resource persons

Sl. No.	Name	Designation
1.	Dr. Krishnangshu Ray	Assoc. Prof. of Pharmacology, Burdwan Medical College
2.	Dr. T. K. Bhattacharya	Assoc. Prof. of Pharmacology, School of Tropical Medicine, Calcutta
3.	Dr. Swapan Jana	Demonstrator of Pharmacology, Calcutta National Medical College
4.	Prof. Pranab K Bhowmik	Ex-HOD, Paediatrics, Medical College, Calcutta
5.	Prof. P. K. Roy Palodhi	Ex-HOD, Paediatrics, NRS Medical College, Calcutta
6.	Prof. Tamal K. Biswas	Ex-HOD, Medicine, Calcutta National Med. Collge.
7.	Prof. B. N. Nag	Prof. of Pharmacology & Ex-Principal, NRS Medical College, Calcutta
8.	Prof. P. K. Sarkar	Prof. of Pharmacology & Director, School of Tropical Medicine, Calcutta.

GOVERNMENT OF WEST BENGAL
Department of Health and Family Welfare
T. D. E. Branch

No. HF/O/TDE/305/5S–37/99 Calcutta, *The 21st April, 1999*

From : The Asstt. Secy. to the Govt. of West Bengal.

To : The Director of Health Services, West Bengal

Memo

In G. O. No. H/TDE/724/3C–9/97/Pt. I dated the 9th September 1998 approval of the Deptt. was conveyed to the lists of medicines/medicinal items containing number of items as follows, for different tiers of health care systems of the State :—

(1)	Primary Level		
	(a) First priority medicines	—	35 items
	(b) Other medicines	—	61 items
(2)	Secondary Level (Category–II)	—	61 items
(3)	Tertiary Level (Category–III)	—	26 items
(4)	Drugs common to all levels	—	54 items

[Including 6 items for Health Institutions where X-Ray facility exists].

1. The matter has further been reviewed by the Tender Selection Committee attached to the Central Medical Stores, Calcutta who have recommended for substituting above list of medicines etc. by separate lists of medicines, medicinal items and chemicals containing total no. of 268 items. It has ben decided to accept the recommendation of the committee and to revise the approved lists of drugs on that basis.

2. In persuance of the above decision the undersigned is directed to convey the approval of the Deptt. in appropriate modification of the Govt. order under reference, to the lists of medicines, medicinal items and other chemicals containing numbers as follows, details of which have been shown in the annexure, for different level health care systems of the State in lieu of the lists of medicines etc. approved and circulated in the Government order under reference :

(1)	Primary Level Health Care		
	(i) (Category–I)	—	37 items
	(ii) [Category–I(a)]	—	45 items
(2)	Secondary Level Health Care	—	52 items
(3)	Tertiary Level Health Care	—	24 items
(4)	Super Speciality Level Health Care	—	56 items
(5)	Radiology materials [For health institutions where X-Ray facility exists]	—	5 items
(6)	Antiseptic & Disinfectants [For all levels of Health Care Units]	—	7 items
(7)	Dispensing Chemicals & Others [For units where facilities for dispensing exist]	—	29 items
(8)	For all levels of Health Care System	—	13 items
	Total	—	268 items

3. Procurement of medicines etc. and allotment of funds should be made on the basis of decisions already conveyed in the Govt. order No. H/TDE/196/3C–9/97 Pt. I dated the 10th March 1998.

4. All concerned are being informed.

Sd/-

Assistant Secretary

Instructions For the Suppliers

1. All drugs included in I. P. must be of I. P. specification. Drugs not included in the Indian Pharmacopoeia, but which are also included in other Pharmacopoeias, viz. U.S.P., International Pharmacopoeia, U.S.S.R.P. should conform to the specifications stated therein. In case of non-Pharmacopoeial drugs, actual composition must be mentioned on the label.

2. Ampoules should be provided with constricted neck and filling neck.

3. All ampoules should be of neutral glass and machine made. All glass bottles for I. V. infusions should be of U. S. P. Type–II and for single use only.

4. Disinfectant fluids should conform to the I.S.I. specifications as prescribed for them.

5. All supplies shall be accompanied by test certificate showing batch No., manufacturing date, expiry date and address of the manufacturer, storage particulars.

6. Supplies should strictly conform to the packing instructions as indicated under column 4 of the Catalogue.

7. All tablets and capsules should be supplied either in strip packing or in blister packing unless mentioned otherwise in column 3 of the catalogue.

8. All supplies including strips/blister packs must bear the following inscriptions on the label :

   "C. M. S. (H) CAT. NO............................, W. B. GOVT. SUPPLY"
   NOT FOR SALE

9. Acceptance of supplies and payment of bills are subject to the product declared as of 'Standard Quality' by tests carried out as per decisions of the State Government.

List of Drugs for Use in Health Centres & Hospitals Under the department of health. Govt. of West Bengal

1. Albendazole
2. Ampicillin
3. Adhesive plaster
4. Adrenaline
5. Anti-snake venom
6. Anti-rabies vaccine
7. Anaesthetic ether
8. Atropine sulphate
9. Acetylsalicylic acid
10. Amoxycillin
11. Acetazolamide
12. Amitriptyline hydrochloride
13. Amphotericin–B
14. Amikacin
15. Antiseptic lotion (5%–15% cetrimide & 8% chlorhexidine combination)
16. Alcohol (absolute & rectified)
17. Aromatic spirit of ammonia
18. Acriflavine
19. Ammonium chloride
20. Allopurinol
21. Acyclovir
22. Azathioprine
23. Atenolol
24. Amimophylline
25. Alprazolam
26. Bacitracin
27. Benzyl benzoate
28. Bupivacaine
29. Benzyl penicillin
30. Barium sulphate
31. Bleaching powder
32. Bleomycin sulphate
33. Bromocriptine
34. Blood bag
35. Blood transfusion set
36. Betamethasone
37. Bisacodyl
38. B. C. G. vaccine
39. Chlorpheniramine maleate
40. Chloramphenicol
41. Combined gastric antacid (aluminium hydroxide & magnesium hydroxide)
42. Chloroquine phosphate
43. Ciprofloxacin
44. Clotrimazole
45. Codeine phosphate
46. Clofazimine
47. Carbamazepine
48. Chlorpromazine hydrochloride
49. Cefotaxime
50. Calcium gluconate
51. Cresol with soap solution
52. Compound tincture of cardamom
53. Ceftriaxone
54. Cyclophosphamide
55. Cisplatin
56. Calcium folinate
57. Cytosine arabinoside
58. Captopril
59. Ceftazidime

60. Clomiphene citrate
61. Carboprost tromethamine
62. Clomipramine
63. Calamine powder
64. Carbimazole
65. Cloxacillin
66. Cotton absorbent
67. Cetirizine
68. Compound tincture of benzoin
69. Dexamethasone
70. Dextrose injection 5%
71. Diazepam
72. Diclofenac sodium
73. Dextrose 5% + 0.9% sodium chloride injection
74. Diaminodiphenyl sulphone
75. Diethyl carbamazine citrate
76. Double antigen
77. Dextran in saline (mol. wt. 40,000)
78. Digoxin
79. Dobutamine
80. Diphtheria antitoxin
81. Dopamine
82. Dimercaprol
83. Doxycycline
84. Dacarbazine
85. Doxorubicin
86. Danazol
87. Diphtheria immunoglobulin
88. Dinoprostone
89. Disposable syringe with needle & disposable needle
90. Distilled water
91. Dicyclomine hydrochloride
92. Ergometrine maleate
93. Ethambutol
94. Ethinyl oestradiol
95. Ephedrine
96. Etoposide
97. Eye drop (zinc sulphate + boric acid)
98. Enalapril
99. Ethinyl oestradiol + laevonorgestrel.
100. Erythromycin
101. Frusemide
102. Fluorescine sodium
103. Fluoxetine
104. Framycetin sulphate
105. Fluphenazine decanoate
106. Ferrous sulphate
107. Folic acid
108. Formaldehyde
109. Furazolidone
110. Gentamicin
111. Glybenclamide
112. Glucagon
113. Glipizide
114. Griseofulvin
115. Gallamine triethiodide
116. Gentian violet
117. Glycerin
118. Gluteraldehyde
119. Halazone
120. Hepatitis—B vaccine
121. Homatropine hydrobromide
122. Haloperidol

123. Halothane
124. Hydrocortisone
125. Human chorionic gonadotropin
126. Heparin sodium
127. Hyoscine butyl bromide
128. Isonicotinic acid hydrazide
129. Ibuprofen
130. Isosorbide dinitrate
131. Isapghula husk
132. Indomethacin
133. Imipramine
134. Iopanoic acid
135. Iohexol non-ionic contrast
136. Insulin
137. Ketamine hydrochloride
138. Lignocaine hydrochloride with adrenaline
139. Lignocaine hydrochloride without adrenaline
140. Lugol's iodine
141. Lithium carbonate
142. Liquefied phenol
143. Levodopa + carbidopa
144. Metronidazole
145. Mebendazole
146. Metoclopramide
147. Miconazole
148. Measles vaccine
149. Morphine sulphate
150. Mannitol
151. Methyldopa
152. Magnesium sulphate
153. Magnesium carbonate
154. Mercurochrome
155. Methylene blue
156. Methotrexate
157. Mercaptopurine
158. Methyl phenindate
159. Methadone
160. Meglumine iothalamate
161. Norfloxacin
162. Nalorphine hydrochloride
163. Norethisterone acetate
164. Niclosamide
165. Nystatin
166. Neomycin
167. Neostigmine bromide
168. Nitrazepam
169. Normal saline
170. Nitrous oxide
171. Ondansetron
172. Oxygen
173. O.R.S.
174. Oxazepam
175. Oxyphenonium bromide
176. Paracetamol
177. Pethidine hydrochloride
178. Pyrazinamide
179. Promethazine hydrochloride
180. Phenobarbitone sodium
181. Prednisolone
182. Primaquine
183. Poliomyelitis vaccine
184. Phenytoin sodium
185. Propranolol
186. Polygelline
187. Pancuronium bromide

188. Pilocarpine nitrate
189. Physostigmine
190. Potassium chloride
191. Povidone iodine
192. Potassium permanganate
193. Phenyle
194. Potassium citrate
195. Protamine sulphate
196. Procarbazine hydrochloride
197. Phenylephrine
198. Plaster of Paris
199. Quinine sulphate
200. Quinine dihydrochloride
201. Rifampicin
202. Ranitidine
203. Ringer's lactate
204. Succinyl choline chloride
205. Sulphamethoxazole + trimethoprim
206. Salbutamol
207. Streptomycin
208. Sodium valproate
209. Synthetic oxytocin
210. Sodium antimony gluconate
211. Sodium bicarbonate
212. Sodium salicylate
213. Sodium chloride
214. Sodium citrate
215. Sodium calcium edetate
216. Sodium thiosulphate
217. Sodium nitroprusside
218. Sodium diatrizoate + meglumine diatrizoate
219. Silver sulphadiazine
220. Surgical ligatures & sutures
221. Soln. for peritoneal dialysis
222. Sulphadoxine + pyrimethamine
223. Surgical stitching needles
224. Theophyline derivative
225. Triple antigen
226. Thiacetazone
227. Thyroxine sodium
228. Tetanus toxoid
229. Tetanus antitoxin
230. Tetanus human immunoglobulin
231. Trifluperazine
232. Trihexyphenidyl
233. Tamoxiphen citrate
234. Timolol maleate drop
235. Thioridazine hydrochloride
236. Tropicamide
237. Trimethyl psoralen
238. Vitamin–A, B-complex, riboflavine, K, multivitamin, pyridoxine
239. Verapamil hydrochloride
240. Vincristine sulphate
241. Vinblastine
242. Warfarin sodium
243. Weak solution of iodine
244. Yellow soft paraffin
245. Zinc oxide powder
246. Saline set
247. Scalp vein set
248. I. V. canula

List of Drugs for Primary Health Care

(Category–I)

1. Albendazole
2. Anti snake venom
3. Anaesthetic ether
4. Atropine sulphate
5. Benzyl benzoate
6. Benzyl penicillin
7. Chlopheniramine maleate
8. Chloramphenicol
9. Combined gastric antacid (aluminium hydroxide & magnesium hydroxide)
10. Chloroquine phosphate
11. Dexamethasone
12. Dextrose
13. Diazepam
14. Ergometrine maleate
15. Ethambutol
16. Frusemide
17. Ferrous sulphate
18. Halazone
19. Isonicotinic acid
20. Lignocaine hydrochloride with adrenaline
21. Metronidazole
22. Metoclopramide
23. Mebendazole
24. Normal saline
25. O. R. S.
26. Oxyphenonium bromide
27. Paracetamol
28. Pethidine hydrochloride
29. Pyrazinamide
30. Rifampicin
31. Ringer's lactate
32. Sulphamethoxazole + trimethoprim
33. Salbutamol
34. Streptomycin
35. Tetanus toxoid
36. Thiacetazone
37. Vitamin B complex

List of Drugs for Primary Health Care

Category–I (a)

(Institutes of this level may also use drugs under category I)

1. Adrenaline
2. Anti-Rabies vaccine
3. Ampicillin
4. Atropine sulphate
5. Acetylsalicylic acid
6. Amoxycillin
7. Chlorpheniramine maleate
8. Chloramphenicol
9. Combined gastric antacid
10. Ciprofloxacin
11. Codeine phosphate
12. Clotrimazole
13. Clofazimine
14. Doxycycline
15. Dextrose 5% + 0.9% sodium chloride
16. Diaminodiphenyl sulphone
17. Diethylcarbamazine citrate
18. Double antigen
19. Folic acid
20. Frusemide
21. Gentamicin
22. Glibenclamide
23. Pyrazinamide
24. Ibuprofen
25. Isosorbide dinitrate
26. Isaphgula husk
27. Lignocaine hydrochloride without adrenaline
28. Metoclopramide
29. Miconazole
30. Measles vaccine
31. Norfloxacin
32. Promethazine hydrochloride
33. Phenobarbitone sodium
34. Prednisolone
35. Primaquine
36. Poliomyelitis vaccine
37. Quinine sulphate
38. Quinine dihydrochloride
39. Ranitidine
40. Synthetic oxytocin
41. Theophylline derivative
42. Triple antigen
43. Vitamin A
44. Riboflavin

List of Drugs for Secondary Health Care

Institutes of this level may also use drugs for category–I & I (a)

1. Lignocaine hydrochloride
2. Nitrous oxide
3. Thiopentone sodium
4. Bupivacaine
5. Morphine sulphate
6. Indomethacin
7. Nalorphine hydrochloride
8. Phenytoin sodium
9. Sodium valproate
10. Carbamazepine
11. Metronidazole
12. Alprazolam
13. Enalapril
14. Erythromycin
15. Gentamicin
16. Griseofulvin
17. Dextran in saline
18. Polygelline solution
19. Propranolol
20. Nitroglycerin
21. Digoxin
22. Dobutamine
23. Betamethasone
24. Acetazolamide
25. Dexamethasone
26. Ethinyl oestradiol
27. Norethisterone acetate
28. Thyroxin sodium
29. Carbimazole
30. Insulin
31. Glipizide
32. Hepatitis—B vaccine
33. Diphtheria antitoxin
34. Tetanus antitoxin
35. B. C. G. vaccine
36. Gallamine triethiodide
37. Pancuronium bromide
38. Neostigmine sulphate
39. Fluorescine sodium
40. Pilocarpine nitrate
41. Amitriptyline hydrochloride
42. Fluoxetine
43. Imipramine
44. Lithium carbonate
45. Chlorpromazine hydrochloride
46. Haloperidol
47. Trifluperazine
48. Thioridazine
49. Trihexiphenidyl
50. Salbutamol
51. Dextrose 10%, 25%
52. Blood bag

List of Drugs for Tertiary Health Care

Institutes of this level may also use drugs for category–I & I(a), II & also drugs for super specialities.

1. Halothane
2. 1/6 Molar lactate
3. Lignocaine hydrochloride
4. Cefotaxime
5. Amikacin
6. Cloxacillin
7. Sodium antimony gluconate
8. Heparin sodium
9. Warfarin sodium
10. Calcium gluconate
11. Verapamil hydrochloride
12. Isoprenaline sulphate
13. Methyldopa
14. Dopamine hydrochloride
15. Hydrocortisone hemisuccinate
16. Physostigmine salicylate
17. Magnesium sulphate
18. Amphotericin–B
19. Atenolol
20. Bisacodyl
21. Dimercaprol
22. Dinoprostone
23. Sodium bicarbonate

List of Drugs for Super Specialities

Institutes of this level may also use drugs for Category–I & I(a), II, III. But drugs under this category is only for tertiary level.

1. Ketamine Hydrochloride
2. Amlodipine
3. Allopurinol
4. Sodium calcium edetate
5. Sodium thiosulphate
6. Methylene blue
7. Protamine sulphate
8. Acyclovir
9. Ceftriaxone
10. Niclosamide
11. Fluconazole
12. Nystatin oint.
13. Neomycin + bacitracin oint.
14. Cyclophosphamide
15. 5-fluorouracil
16. Methotrexate
17. Procarbazine hydrochloride
18. Vinblastine
19. Vincristine
20. 6-mercaptopurine
21. Cytosine arabinoside
22. Dacarbazine
23. Etoposide
24. Calcium folinate
25. Doxorubicin
26. Cisplatin
27. Bleomycin sulphate
28. Azathioprine
29. Laevodopa + carbidopa
30. Trihexyphenidyl
31. Bromocriptine
32. Sodium nitroprusside
33. Quinidine sulphate
34. Captopril
35. Ondansetron
36. Clomiphene
37. Danazol
38. Tamoxifen citrate
39. Human chorionic gonadotropin
40. Glucagon
41. Diphtheria immunoglobulin
42. Tetanus human immunoglobulin
43. Succinyl choline chloride
44. Phenylephrine
45. Timolol maleate
46. Dexamethasone
47. Framycetin sulphate
48. Carboprost tromethamine
49. Clomipramine
50. Fluphenazine decanoate
51. Oxazepam
52. Nitrazepam
53. Methadone
54. Methyl phenirdate
55. Solution for intra-peritoneal dialysis

Radiology Materials

(for Health Institutions where X-Ray facilities exist)

1. Barium Sulphate
2. Iopanoic acid tab.
3. Meglumine iothalamate.
4. Sodium diatrizoate + Meglumine diatrizoate
5. Iohexol non-ionic contrast

Dispensing Chemicals & Others

(For units where dispensing facilities exist)

1. Water for injection
2. Distilled water I. P.
3. Rectified spirit
4. Absolute alcohol
5. Aromatic spirit of ammonia
6. Acriflavine
7. Liquid paraffin (heavy & light)
8. Compound tincture of cardamom
9. Weak solution of iodine
10. Compound tincture of benzoin
11. Sodium bicarbonate
12. Sodium salicylate
13. Sodium citrate
14. Sodium chloride
15. Yellow soft paraffin
16. Potassium citrate
17. Dextrose
18. Gentian violet
19. Ammonium chloride
20. Menthol
21. Mercurochrome
22. Ephedrine hydrochloride
23. Homatropine hydrobromide
24. Liquefied phenol
25. Glycerin
26. Magnesium sulphate
27. Magnesium carbonate
28. Calamine powder
29. Zinc oxide powder
30. Potassium permanganate

List of Items for Use at all Levels of Health Care

1. Cotton absorbent
2. Disposable syringe with needles
3. Disposable needles
4. Gauze & bandages
5. Ligatures & sutures
6. Surgical stitching needles
7. Plaster of paris
8. Oxygen
9. I. V. saline set
10. B. T. Set
11. Scalp vein set
12. I. V. canula
13. Adhesive plaster

Antiseptics & Disinfectants

(For all levels of Health Care Units)

1. Cresol with soap solution
2. Chlorhexidine (5 to 15%) + cetrimide 8% solution
3. Phenyle
4. Formalin (40% solution)
5. Bleaching powder
6. Gluteraldehyde solution
7. Formaldehyde tablets
8. Povidone iodine solution

Catalogue of Drugs & Chemicals

(With their specifications)

(A) Anaesthetics (General)

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
1.01/S	Thiopentone sodium powder for inj. 0.5g ampoule/vial with diluent	box of 10	Carton of 10 boxes
1.02/T	Halothane inhalation	250 ml. bot.	Carton of 10 bottles
1.03/P-I	Anaesthetic ether I.P.	500 ml. bot.	Carton of 10 bottles
1.04/S	Nitrous oxide I.P.	cylinder	Cylinder
1.05/S-S	Ketamine hydrochloride inj. 50 mg/10 ml vial	box of 10	Carton of 10 boxes
1.06/P-I	Oxygen I.P.	1320 litre cylinder	Cylinder
1.07/P-I	Oxygen I.P.	623 litre cylinder	Cylinder

(B) Anaesthetic (Local)

1.07(a)/P-I	Lignocaine hydrochloride inj. 2% with adrenaline (1 in 100000)	vial of 30 ml	Carton of 10 vials
1.07(b)/P-I(a)	Lignocaine hydrochloride inj. 2% without adrenaline	vial of 30 ml	Carton of 10 vials
1.07(c)/T	Lignocaine hydrochloride inj. 2% without preservative and without adrenaline	ampoule of 5 ml	Box of 10 ampoules
1.07(d)/S	Lignocaine hydrochloride ointment 5%	tube of 15 g	Carton of 10 tubes
1.07(e)/P-I(a)	Lignocaine hydrochloride 4% Solution for topical use	vial of 30 ml	Carton of 10 vials
1.07(f)/S	Lignocaine hydrochloride 2% jelly	tube of 20 g	Carton of 10 tubes

N. B. : P-I = Primary health care, Category —I
P-I (a) = ,, ,, ,, ,, —I (a)
S = Secondary ,, ,, ,, —II
T = Tertiary ,, ,, ,, —III
S-S = Super Specialities —IV

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
1.07(g)/T	Lignocaine hydrochloride 2% viscous	tube of 20 g	Carton of 10 tubes
1.07(h)/T	Lignocaine hydrochloride inj. 5% (heavy) 2 ml ampoule for spinal anaesthesia	box of 10 ampoules	Carton of 10 boxes
1.07(I)	Lignocaine hydrochloride inj. 2% with preservative for cardiac use 50 ml. vial	box of 10 vials.	Carton of 10 boxes
1.08/S	Bupivacaine inj. 0.5% 20 ml vial	box of 10 vials	Carton of 10 boxes
1.09/T	Bupivacaine inj. 1% (heavy) 2 ml ampoules	box of 10 amp.	Carton of 10 boxes

(C) Analgesies, Antipyretics, Non-steroidal anti-inflammatory and anti-gout Drugs

2.01/P-I	Acetylsalicylic acid 300 mg tablet	strip of 10 tabs.	Carton of 10 x 10 tabs
2.02/P-I	Paracetamol 500 mg tab.	strip of 10 tabs.	Carton of 10 x 10 tabs
2.03/P-I	Indomethacin 25 mg tab.	strip of 10 tabs.	Carton of 10 x 10 tabs
2.04/P-I(a)	Ibuprofen 200 mg tab.	strip of 10 tabs.	Carton of 10 strips
2.05/S-S	Allopurinol 100 mg tab.	strip of 10 tabs.	Carton of 10 x 10 tabs
2.06/P-I	Pethidine hydrochloride inj. 100mg ampoule	box of 100 ampoules	Carton of 10 boxes.
2.07(a)/S	Morphine sulphate inj. 15 mg/1 ml ampoule	box of 10 ampoules	Carton of 10 boxes
2.07(b)/T	Morphine sulphate tab.	strip of 10 tabs.	Carton of 10 strips.

(D) Anti-allergic, Anti-anaphylactic Drugs

3.01(a)/ P-I(a)	Promethazine hydrochloride 10 mg tab	strip of 10 tabs.	Carton of 10 strips
3.01(b)/ P-I(a)	Promethazine hydrochloride inj. 50 mg /2ml ampoule.	box of 10 amp.	Carton of 10 boxes.
3.02/ P-I(a)	Promethazine elixir 5 mg/ 5 ml	phial of 100 ml.	Carton of 20 phials.

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
3.03(a) P-I	Chlorpheniramine maleate 4 mg tablets	strip of 10 tabs.	Carton of 10 x 10 tabs
3.03(b) P-I(a)	Chlorpheniramine maleate inj. 10 mg/1 ml ampoules	box of 10 ampoules	Carton of 10 boxes
3.04 (P-I(a)	Adrenaline Inj. (1 : 1000) 1 ml ampoule	box of 12 ampoules	Carton of 10 boxes

(E) Antidotes and other substances usedin poisoning

4.01/P-I	Atropine sulphate inj. 0.6 mg/ampoule	box of 100 ampoules	Carton of 10 boxes
4.02/S	Nalorphine hydrochloride inj. 10 mg/ampoule	box of 10 ampoules	Carton of 10 boxes
4.03/T	Dimercaprol Inj. in oil 100 mg/2 ml ampoule	box of 10 ampoules	Carton of 10 boxes
4.04/S-S	Sodium calcium edetate inj. 100 mg/ml 5 ml ampoule	box of 50 ampoules	Carton of 10 boxes
4.04(a)/ S-S	Sodium calcium edetate tab. 500 mg	box of 100 tabs.	Carton of 10 boxes
4.05/S-S	Sodium thiosulphate inj. 250 mg/ml 50 ml ampoule	box of 10 ampoules	Carton of 10 boxes
4.06/S-S	Methylene blue inj. 10 mg/ml	500 ml bottle	Carton of 10 bottles

(F) Anti-epileptic Drugs

5.01(a)/ P-I	Diazepam inj. 10 mg/2 ml ampoule	box of 10 ampoules	Carton of 10 boxes
5.01(b)/ P-I	Diazepam 5 mg tab.	strip of 10 tabs.	Carton of 10 strips
5.01(c)/ P-I	Diazepam syrup 2 mg/5 ml	60 ml phial	Carton of 10 phials
5.02(a)/ P-I(a)	Phenobarbitone sodium 30 mg tab	strip of 10 tabs.	Carton of 10 strips
5.03(a)/S	Phenytoin sodium 100 mg tab.	Box of 10 ampoules	Carton of 10 boxes

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
5.03(b)/S	Phenytoin sodium Inj. 100 mg amp.	Box of 10 ampoules	Carton of 10 boxes
5.03(c)/S	Phenytoin suspension 25 mg/ml	114 ml phial	Carton of 10 phials
5.04(a)/S	Sodium valproate 200 mg tab.	strip of 10 tabs.	Carton of 10 strips
5.04(b)/S	Sodium valproate syrup 200 mg/5 ml	110 ml phial	Carton of 10 phials
5.05(a)/S	Carbamazepine 200 mg tab	strip of 10 tabs.	Carton of 10 strips
5.05(b)/S	Carbamazepine 10 mg/ 5 ml syrup	100 ml. phial	Carton of 10 boxes
5.06/T	Magnesium sulphate Inj. 10% ampoule	box of 10 ampoules	Carton of 10 boxes

(G) Anti-parasitic/Anti-infective Drugs

6.01(a)/ P-I	Metronidazole 400 mg tab. (Film-coated)	strip of 10 tabs.	Carton of 10 strips
6.01(b)/ P-I	Metronidazole suspension 100 mg/5 ml	60 ml bottle	Carton of 20 bottles
6.01(c)/S	Metronidazole Inj. 5 mg/ml	100 ml bottle	Carton of 10 bottles
6.02/S-S	Acyclovir 200 mg tab.	strip of 10 tabs.	Cart. of 10 strips

(H) Anthelmintic Drugs

7.01/P-I	Mebendazole 100 mg tab.	strip of 6 tabs.	Carton of 10 strips
7.02/P-I	Albendazole 400 mg tab.	strip of 1 tab.	Cart of 100 strips
7.03/S-S	Niclosamide 500 mg tab.	strip of 4 tabs.	Carton of 10 strips
7.04/ P-I(a)	Diethylcarbamazine citrate 50 mg tab.	strip of 10 tabs.	Carton of 10 strips

(I) Anti-Leishmanial Drugs

8.01/T	Sodium antimony gluconate	10 vials	Box of 10 vials.
8.02/T	Amphotericin–B Powder for Inj. 50 mg/vial	10 vials	Carton of 10 vials.

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
	(J) Anti-Malarial Drugs		
9.01(a)/ P-I	Chloroquine phosphate 150 mg base/tab	strip of 10 tabs.	Carton of 10 strips.
9.01(b)/ P-I	Chloroquine phosphate suspension 50 mg base per 5 ml	50 ml bottle	Carton of 10 bottles
9.01(c)/S	Chloroquine phosphate inj. 200 mg/5 ml ampoule	box of 10 ampoules	Carton of 10 boxes
9.02/ P-I(a)	Quinine sulphate 300 mg tablet	strip of 10 tabs.	Carton of 10 strips
9.03 P-I(a)	Quinine dihydrochloride Inj. 300 mg/ml in 2 ml amp.	box of 50	Carton of 10 boxes
9.04(a)/ P–1(a)	Primaquine tab. 2.5 mg	container of 1000	Carton of 10 containers
9.04(b) P–1(a)	Primaquine tab. 7.5 mg	strip of 10 tabs.	Carton of 10 strips
	(K) Anti-Leprosy Drugs		
10.01(a)/ P-I(a)	Clofazimine 50 mg capsule	container of 100 capsules	Carton of 10 containers
10.01(b) P-I(a)	Clofazimine 100 mg capsule	container of 100 capsules	Carton of 10 containers
10.02(a)/ P-I(a)	Dapsone (Diaminodiphenyl sulphone) 50 mg tab.	container of 1000 tabs.	Carton of 10 containers
10.02(b)/ P-I(a)	Dapsone (Diaminodiphenyl sulphone) 100 mg tab.	container of 1000 tabs.	Carton of 10 containers
10.03/ P-I(a)	Rifampicin 600 mg capsule	strip of 10 capsules	Carton of 10 strips
	(L) Anti-bacterial Drugs		
11.01(a)/ P-I	Benzyl penicillin inj. 500000 units/vial	vial	Carton of 100 vials
11.02(a)/ P-I	Sulphamethoxazole 800 mg + trimethoprim 160 mg tablet	strip of 10 tabs.	Carton of 10 strips

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
11.02(b)/ P-I	Sulphamethoxazole 100 mg + trimethoprim 20 mg combined tab.	strip of 10 tabs.	Carton of 10 strips
11.03(a)/ P-I(a)	Amoxycillin 250 mg capsules	strip of 10 capsules	Carton of 10 strips
11.04/ P-I(a)	Ampicillin sodium inj. 500 mg/vial	vial	Carton of vials
11.05(a)/ P-I(a)	Ciprofloxacin hydrochloride 500 mg. tab. (scored tab.)	strip of 10 tabs.	Carton of 10 strips
11.05(b)/S	Ciprofloxacin infusion	100 ml bottle	Carton of 10 bottles
11.06(a)/S	Erythromycin 250 mg tab.	strip of 10 tabs.	Carton of 10 strips
11.06(b)/S	Erythromycin granules equivalent to Erythromycin base 125 mg/ml (reconstituted)	phial of 50 ml.	Carton of 10 phials
11.07(a)/	Chloramphenicol 1% otic solution (sterile)	5 ml. vial	Carton of 10 vials
11.07(b)/S	Chloramphenicol dry syrup	bottle	Carton of 10 bottles
11.08(a)/T	Cloxacillin 250 mg capsule	strip of 10 caps.	Carton of 10 strips
11.08(b)/T	Cloxacillin dry syrup 125 mg/5 ml	phial	Carton of 10 phials
11.08(c)/T	Cloxacillin inj. 250 mg/ 5 ml vial	vial	Carton of 10 vials
11.09 (a)/ P–1(a)	Gentamicin sulphate Inj. 80 mg./2ml. vial	box of 10 vials	Carton of 10 boxes
11.11/ P–1(a)	Doxycycline 100 mg tab/cap	strip of 10 tabs/ capsules	Carton of 10 strips
11.12/ P–1(a)	Norfloxacin 400 mg tab.	strip of 10 tabs.	Carton of 10 strips
11.13/T	Amikacin sulphate inj. 500 mg vial	vial	Carton of 10 vials
11.14(a)/T	Cefotaxime inj. 500 mg vial	vial	Carton of 10 vials
11.14(b)/T	Cefotaxime Inj. 1g vial	vial	Carton of 10 vials
11.15(a)/ S–S	Ceftriaxone inj. 250 mg vial.	vial	Carton of 10 vials

Cat. No.	Nomenclature with Description	Accounting Unit	Packing
11.15(b)/ S–S	Ceftriaxone inj. 1g vial	vial	Carton of 10 vials

(M) Anti-tuberculosis Drugs

12.01/ P–1	Streptomycin sulphate inj. 0.75g/vial	vial	Carton of 500 vials
12.02(a)/ P–1	Rifampicin 300 mg capsule	strip of 10 caps	Carton of 10 strips
12.02(b)/ P–1	Rifampicin 450 mg capsule	strip of 10 caps	Carton of 10 strips
12.03(a)/ P–1	Isoniazide 300 mg tab	container of 1000	Carton of 20 containers
12.03(b)/ P–1	Isoniazide 100 mg tab	strip of 10 tabs. in aluminium strip only	Carton of 10 strips
12.04/ P–1	Ethambutol 400 mg tab.	strip of 10 tabs.	Carton of 20 strips
12.05/ P–1	Pyrazinamide 500 mg tab.	strip of 10 tabs.	Carton of 10 strips
12.06/ P–1	Thiacetazone 150 mg	container of 1000	Carton of 10 containers
12.07/ P–1	INH 300 mg + thiacetazone 150 mg tab	container of 1000	Carton of 10 containers
12.08(a)/ P–1	INH 300 mg + rifampicin 450 mg tab	strip of 4 tabs.	Carton of 10 strips
12.08(b)/ P–1	INH 150 mg + Rifampicin 225 + pyrazinamide 750 mg	strip of 4 tabs.	Carton of 10 strips

(N) Anti-fungal Drugs

13.01/S	Griseofulvin 125 mg tab.	strip of 10 tabs.	Carton of 10 strips
13.02(a)/ P–1(a)	Clotrimazole vaginal tab.	strip of 6 tabs.	Carton of 10 strips
13.02(b)/ P–1(a)	Clotrimazole ointment	tube of 5g	Carton of 10 tubes
13.03/ S–S	Nystain 500000 I.U./tab.	strip of 10 tabs.	Carton of 10 tubes