

ZAMBEZI RIVER AUTHORITY

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TERMS OF REFERENCE

PROCUREMENT AND CONTRACT MANAGEMENT SPECIALIST

KARIBA DAM REHABILITATION PROJECT (KDRP) – SUPPORT TO ZAMBEZI RIVER AUTHORITY BY THE AFRICAN DEVELOPMENT BANK (AfDB) AND THE WORLD BANK

1. BACKGROUND

The Kariba Dam and Hydro-Electric Scheme, constructed across the Zambezi River between 1956 and 1959, is the second largest hydro-electric scheme in the Zambezi River Basin. It is a double curvature concrete arch dam (128 m tall, crest length of 617 m) with a reservoir capacity of 181 cubic kilometres, one of the largest in the world.

The owners of the dam are the Governments of Zambia and Zimbabwe. The dam is operated by the Zambezi River Authority (ZRA) which was established as a corporate body through parallel legislation in the Parliaments of Zambia and Zimbabwe in October 1987.

Hydropower plants are located on both banks and are separately operated by the Zambian and the Zimbabwean national utilities (ZESCO and ZPC respectively). The energy produced by the power stations represents approximately half of the electricity generation capacity of the two countries, making the installation of strategic importance and critical to economic development.

After more than fifty years of operation, the Kariba Dam now requires rehabilitation works for its continued safe operation. In line with its mandate, the Zambezi River Authority is implementing these works which include:

- Reshaping of the plunge pool to preclude further erosion towards the dam foundations if / when the spillway is operated.
- Refurbishment and upgrading of the spillway system;

The outcomes of the works will be the stabilisation of the plunge pool immediately downstream of the dam wall and the full operability of the spillway system. Consequently, the installed generation capacity will be safeguarded in the long term while the risk to riverine communities will be significantly reduced.

The works on this project are currently on-going with the **Zambezi River Authority (ZRA) as the Implementing Agency**, supported by a Technical Services and Supervision (TS&S) consultant - Stucky (Switzerland)- in charge of integrating the works carried out by (i) the contractor in charge of the plunge pool reshaping and (ii) the contractor in charge of the

refurbishment of the spillway system. Stucky started providing services in January 2016. The Plunge Pool Reshaping Works Contract was awarded to Razel-Bec (France)¹ and the Spillway Refurbishment Works Contract was awarded to Consortium GE Hydro France and Freyssinet International².

ZRA is managing and coordinating several other interventions from various entities which result from the institutional support provided by various **co-operating partners**. They are: i) the independent Panel of Experts (DSPoE) (Dam Safety, Social and Environmental experts); ii) the ongoing Technical Services and Supervision (TS&S) Consultancy by Stucky-Grunner. ; iii) the dam break analysis consultancy services provided by Mott McDonald; and iv) the implementation of the Health, Environmental and Social Management Plan (HESMP) and improvement of Emergency Preparedness Plan, and the Emergency Response Plan.

The African Development Bank (AfDB), World Bank, and the Swedish Government (“Financiers” or “The funding partners”) are financing all the above interventions, including the Spillway Refurbishment Works, within the scope of Kariba Dam Rehabilitation Project (KDRP or “Project”). The partners also meet on regular basis with the ZRA, DSPoE, the TS&S Consultant, and the Contractors to discuss and review implementation progress of the Project and to identify and resolve emerging issues. Procurement of all Goods, Works, and Services under the AfDB and the World Bank funded components of the Project are guided by the World Bank Procurement Guidelines.

For the day-to-day coordination and management of project's activities, ZRA has established a Project Implementation/Management Unit (**PIU**) for the purpose

The PIU wishes to engage the services of a qualified candidate to fill in the position of Procurement and Contract Management Specialist.

2. DESCRIPTION OF THE ASSIGNMENT

2.1 Global objective

The purpose of this services is to support the PIU in managing a suite of contracts comprising Technical Services and Supervision Consultancy Services (TS&S), the Works Contractors and other Institutional Support Contracts.

2.2 Specific objective(s)

The specific objectives in supporting ZRA PIU are two-fold: (1) to manage the remaining procurement activities; and advise on all aspects of contract management, and (2) to develop and/or enhance the PIU's contracts management capacity as well as assist the ZRA to put procurement and contract management systems in place for successful implementation of the Project.

This assignment is not intended to replace, interfere or overlap with the activities of other consultants working with, and for, ZRA KDRP PIU on the implementation of the Project.

2.3 Required Services and Responsibilities

The Procurement and Contract Management Specialist (the Specialist) will work with the PIU in their daily activities of Project implementation in respect of managing the KDRP contracts and advising ZRA on specific KDRP tasks pertaining to key aspects of project management where the institution needs to increase experience and skills.

The aim is to provide expertise and experience in key areas of contracts management as well as to provide a mentoring role to the PMU and training of its staff contract management and procurement

The Specialist will also provide on-going advice with regard to managing contractual relationships, risk management, conflict resolution, quality assurance, project monitoring and cost control and any other aspects to help ensure successful delivery of the Project.

In particular, the Specialist will be responsible for the following:

I. Contract Management & Administration Support

1. Liaise with and supervise the contracts with Technical Services and Supervision Consultant TS&S (Client's Engineer), with particular attention to compliance with the terms of the signed contracts; Advise on any issues arising during implementation of all signed contracts with Contractors and Consultants.
2. When required, prepare drafts or review draft amendments to contracts, lead negotiations with Contractors and/or Consultants, advise PIU in finalizing amendments for no-objection from the Financiers, and thereafter, finalize the documents for timely signing by the contractual parties;
3. Assist with dealing with litigations and drafting responses to queries and claims which are adherent and clearly aligned with contract provisions and clauses, advise on available resolution options and measures, prepare necessary documentation. Respond timely and adequately to contract management matters within the responsibility of ZRA, through monitoring all the Contractors' claims and variation orders in line with the provisions of the signed Contracts.
4. Participate in acceptance committees receiving supplies, works and services, and to ensure that these goods and services received comply with contracts' specifications and statutory requirements.
5. Participate in technical/site meetings and provide recommendations to improve the Project implementation in terms of contract administration.
6. Carry out capacity and gaps analysis in regard to contracts' management and administration, prepare the training plan for ZRA and lead its implementation, including acting as a lead trainer.
7. Assist ZRA in complying with World Bank's Anti-Corruption Guidelines by immediately reporting to ZRA management and the Financiers on any red flags in regard to performance of contractors or consultants.

II. Procurement Management Support

8. Advise on and prepare any required updates to the Project's Procurement Plan;
9. Administer any remaining procurement activities (Procurement goods, services and works) on the Procurement Plan in accordance with the applicable version of the World Bank Procurement and Consultants' guidelines, with the use of the World Bank standard procurement documents and FIDIC (Red Book) contracts where applicable;

10. Support ZRA management with the planning, preparation of bidding documents, Requests for Proposals (including TORs), and coordinate the timing of acquisition of consulting services, goods and works as per Project's Procurement Plan.
11. Coordinate inputs of technical specialists into TORs (for consulting services) or technical specifications (for goods or works) to incorporate into relevant bidding documents or RFPs.
12. Coordinate inputs of technical specialists, and assist in preparing responses to any clarification requests received in response to the bidding documents or issued RFPs; ensuring that the Bank's no-objection is obtained prior to issuance of any clarifications.
13. Participate in the bids' opening meetings, endorse the minutes; participate in the evaluation of bids and/or proposals received, and advise the Evaluation Committee members on applicable World Bank guidelines relevant to the opening and evaluation phases;
14. Participate in the preparation of evaluation reports in accordance with the World Bank's requirements and award notifications to the bidders or consultants; Coordinate contracts negotiations (with consultants) and finalize draft contracts (with contractors, consultants or suppliers), after obtaining the Financiers' no-objection, and ensure their signatures by authorised persons;
15. Timely uploading of all procurement documents on relevant World Bank platforms.
16. As necessary and appropriate and in line with World Bank guidelines, suggest and develop appropriate procedures, controls, checks, rules, tools, etc., that support acquisitions of goods and services provided on the financing of the Project and prevent possible fraud or any other prohibited practices, and unauthorized contractual deviations

III. Other Duties

17. Prepare reports of activities related to the procurement in contribution to the monthly and quarterly progress reporting by the PIU on the Project.
18. Facilitate smooth and timely coordination and information exchanges between the different Project stakeholders for all tasks related to contractual and procurement issues.
19. Perform any other duties within the scope of this assignment as may be delegated from time to time by the PIU management.

2.4 Reporting Requirements

The Specialist will report to Senior Project Manager of the PIU and will be responsible for the following:

1. Inputs to regular Project's reports in parts related to status of on-going and remaining procurement activities, and contract administration, in particular in regard to the status of planned extensions and/or amendments to ensure that contracts do not lapse.
2. Brief quarterly reports on challenges, risks, proposed mitigation measures and recommendations for improvement, capacity building and training proposal for the

upcoming period and/or report on the outcome of completed trainings (due 7 working days after completion of preceding quarter).

3. Annual note to management on the status of contract management by the end of the reporting year, lessons learnt, best practices recommended for the next year, recommendations for continual improvement of procurement capacity within ZRA, including project implementation, PMU structure and contract management processes. (Due 10 working days after 12 months period).
4. Inputs to any reports or notes that PMU may be requested to prepare for the cooperating partners or the Financiers.

2.5 Language of the Specific Contract

The language shall be English

3. Profile or Expertise Required

3.1 Academic Background and Professional Qualifications:

- Bachelor's Degree in either Civil/Mechanical Engineering, logistics, supply chain management, business or equivalent,
- Relevant Postgraduate or equivalent in Contract Management & Administration or Procurement Management
- Demonstrated familiarity with World Bank/AfDB procurement guidelines, standard bidding documents and SRFP, in particular in regard to large construction projects
- Membership in a Professional Body as relevant to the required expertise
- Evidence of practical experience in public procurement practices and procedures
- Evidence of practical experience in the use of FIDIC Pink Book (for MDBs-financed contracts) and **FIDIC Red Book Conditions** of contract, familiarity with the roles and obligations of Engineer, Employer and Contractor and Communication Channels etc.,
- Written and oral fluency in the English language is required.
- Analytical skills, negotiation, problem solving, facilitation, teamwork, multitasking; Microsoft office, SAP purchase order systems

3.2 Specific professional experience

- **Minimum of 10 years** of relevant professional experience specifically on Procurement of large civil/mechanical infrastructure projects is required. Experience in hydropower/hydraulic facility projects is an advantage.
- At least 3 years' experience working in developing countries, preferably in Africa region within the last 7 years
- Demonstrated proven experience in procurement and contract management for: experience from at least one (1) World Bank- or AfDB- funded project as procurement adviser or an international procurement consultant is required and at least one (1) assignment that involved use of FIDIC Pink, Red or Silver book contracts
- Demonstrated knowledge of and experience in application of contract management tools & methodologies.
- Good understanding of risk management.
- Knowledge of institutions and procurement reforms in Borrower's countries.
- Understanding of the World Bank and AfDB's business objectives, products and project cycle.
- Written and oral fluency in the English language is required.

3.3 Key Competences

- Documented experience with procurement and contract management with Fidic and World Bank procedures
- Strategic thinking and planning skills
- Decision making skills
- Operational effectiveness
- Influence and interpersonal effectiveness
- Innovative
- Effective communication

4. LOCATION AND DURATION

The Specialist will be located at the Project Site in Kariba/Siavonga.

The duration of the Contract is **26 months** and extendable on satisfactory performance, upon the request of Zambezi River Authority and approval of the World Bank.

4.1 Starting Date: as soon as possible and no later than 1st December 2022.

4.2 Location of assignment: the assignment will take place primarily on project site at Kariba/Siavonga area and within the project offices. ZRA will provide suitable office space as required to carry out the assignment by the Procurement and Contract Management Specialist. The Specialist must provide their own computer hardware and software required to perform the assignment.

5. REPORTING

All deliverables will be:

- in English;
- of high quality, well written, concise and to the point.
- confidential and prepared in electronic version both in Word and PDF formats and be provided to ZRA.

6. REFERENCE DOCUMENTS FOR CONDITIONS OF SERVICE

- World Bank Policies relating to Individual Consultants as detailed in the Individual Consultancy Contracts.

Draft Contract Format for Individual Consultant



Time-Based Contract

Individual Consultant Contract

Consulting Services
for

The Kariba Rehabilitation Project

**Project Reference: Zambezi River Authority: Kariba Dam Rehabilitation Project
(ADF Loan 2100150032548; ADF Grant 2100155029116; TSF Grant
5900155008001; WBG Cr#5563-ZM)**

Procurement & Contracts Management Specialist

Draft Contract Version: 00

THIS CONTRACT ("Contract") is made this _____ day of **December 2022** between Zambezi River Authority (hereinafter referred to as "the Client or Employer") having its principal place of business at Kariba House, 32 Cha Cha Cha Road, Lusaka, Zambia and _____ of _____ (hereinafter referred to as the 'Individual Consultant or Consultant') of the other part (collectively referred to as "the Parties" or individually as "a Party"). The source of financing for this contract is the Kariba Dam Rehabilitation Project components funded by the World Bank and African Development Bank jointly referred to as the "Financiers".

WHEREAS, the Client is desirous of having the Consultant perform the services hereinafter referred to, upon the terms and conditions hereinafter contained; and

WHEREAS, the Consultant is willing to perform these services as required by the Client with the requisite professional skill on the said terms and conditions.

NOW THEREFORE THE PARTIES agree as follows:

1. Services The Individual Consultant undertakes to perform the services specified in **Annex "A"**, Terms of Reference (hereinafter referred to as "the Services") which are made an integral part of this Contract.

2. Terms

2.1 Duration The **Individual Consultant** shall perform the services for a period of **26 months** with effect from _____ 2022 to _____ or any other period as may be subsequently agreed upon by the parties in writing which can be done through an addendum.

2.2 Renewal

This Contract may, upon satisfactory performance, be renewed for a further maximum period of one-year (12) months or any other period as may be mutually agreed upon between the two parties, subject to written approval and or consent by the Financiers

2.3 Termination

The Client may terminate this Contract with at least thirty (30) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within thirty (30) working days after being notified, or within any further period as the Client may have subsequently approved in writing;

- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Client or the Financiers, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Financier's sanctions procedures) in competing for or in performing the Contract.
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

Consultant may suspend or slow down the performance of the Services by written notice with immediate effect in the event that any payment is not made within 60 days of invoicing.

Either party may terminate this agreement with 30 days prior written notice. Upon termination of this Contract, the Consultant shall cease to perform any further Work and Client shall be under no obligation to the Consultant other than to pay such fees and expenses as the Consultant is entitled to receive under the relevant sections of this Contract for work performed to the satisfaction of the Client up to the date of termination.

3. Payment

Payment shall be made in United States Dollars not later than the 30th of each month.

3.1 Remuneration

The Client shall pay the Individual Consultant for Services rendered consultancy fee of **US\$**_____ for each full month worked for which services will have been rendered or part thereof as appropriate and based on details as further specified in **Annex B**, "Cost of Services and Payment Schedule". The fees have been established based on the understanding that it includes all of the Consultant's costs and profits. The fees excludes **withholding tax** but include any other statutory obligation that may be imposed on the Consultant.

3.2 Annual salary increment based on currency of contract

The client shall affect an annual adjustment based official Consumer Price Index as provided by the United States Department of Labour, Bureau of Labour Statistics. The standard escalation formula used by World Bank in similar contract shall apply.

3.4 Settlement of relocation costs

The Client shall pay for the cost of transport i.e. hire of a truck, and one passenger motor vehicle for the consultant and his or her family in a case where the duty station is different from his / her usual place of residence for local Consultants in Zambia or Zimbabwe. For foreign

consultants from outside Zambia and Zimbabwe, the Client will pay for one-way air tickets for the Consultant and his or her family up to a maximum of five (5) tickets based on economy class travel and subject to approval by the client or employer of the costs of tickets and for and for Cargo / luggage not exceeding two thousand United States Dollars (US\$2,000) at the start of the contract as part of relocation costs.

3.5 Relocation costs at the end of the Project

The Client shall pay for the cost of transport i.e. hire of a truck, and one passenger motor vehicle for the consultant and his or her family in a case where the duty station is different from his / her desired place of residence at the end of the Project for local Consultants in Zambia or Zimbabwe. For foreign Consultants from outside Zambia and Zimbabwe, the Client will pay for one-way air tickets for the Consultant and his or her family up to a maximum of 5 tickets based on economy class travel and subject to approval by the client or employer of the costs of tickets and for Cargo / luggage not exceeding two thousand United States Dollars US\$2,000 at the end of the contract as part of relocation costs.

3.6 Mid Term Transport

For foreign Consultants who are not recruited from or who are not nationals of Zambia and Zimbabwe, the Client will pay for economy class return air tickets for the Consultant and his or her family up to a maximum of five (5) tickets based on economy class travel and subject to approval by the client or employer of the costs of tickets during the mid-term of his or her contract period. Exceptions to meet such expenses may apply if the Individual Consultant though being a national of Zimbabwe of Zambia have been non-residents of these countries for at least five (5) years or whichever period of stay required by the country in which they may be resident and which would allow them qualify for residency in the country of from which they may be residing at the time of recruitment or selection. This benefit only applies to contracts with a tenure of at least three (3) years.

3.7 Official Travel Expenses

The costs for authorized travel on business shall paid in accordance with the Zambezi River Authority rates for same expenses as provided in **Annex C**. This include economy class travel for foreign business which will need to be authorized by the Consultant Supervisor.

3.8 Leave Days

The Consultant shall accrue leave days at the rate of 1.67 days per month during the tenure of the contract. The Individual Consultant will be required to take leave in the year in which the leave days will be accrued. No leave days will be allowed to be carried over into the following year unless expressly authorized in writing by the Consultant Supervisor and which days would not in any case exceed 7 days.

3.9 Training expenses

With the prior written approval by the Financier's, the Client or employer shall be responsible for approving and meeting the expenses related to training which the Individual Consultant may undertake to enhance his or her performance. The trainings will be those arranged by the Project.

3.10 Use of Project motor vehicle

The Consultant shall use a Project Vehicle for travel on official duties.

4. Project Administration

4.1 Supervisor

The Client designates the Project Manager as the Consultant Supervisor. The Project Manager shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

4.2 Timesheet

During the course of their work under this Contract, including field work, the Consultant providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, activities carried out, as well as expenses incurred, as instructed by the Project Manager

4.3 Records and Accounts

The Consultant shall keep, accurate and systematic records and accounts in respect of the Services rendered, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter

4.4 Responsibility of the Consultant

Procurement & Contracts Management Specialist shall be responsible for supporting the PIU to (1) manage the remaining procurement activities; and advise on all aspects of contract management, and (2) develop and/or enhance the PIU's contracts management capacity as well as assist the ZRA to put procurement and contract management systems in place for successful implementation of the Project.

5. Performance Standard

The performance of the Consultant shall be assessed and reviewed on an annual basis. The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. If, at any time, the Individual Consultant fails to perform the duties set out in **Annex "A"**, the termination procedure set out in Clause 2.3 (a) above may be invoked.

6. Inspections and Auditing

The Consultant shall permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the provision of the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitation a determination of ineligibility) in accordance with prevailing Bank’s sanctions procedures.

7. Confidentiality

The Consultant shall not, during the term of this Contract and within five 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.

8. Conflict of Interest

The Consultant shall hold the Client’s interest’s paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests

9. Fraud and Corruption Practices

Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Attachment 1 provided below to this contract.

If the Consultant, in the judgment of the Client has engaged in Fraud and Corruption, as defined in paragraph 2.2 of the **Attachment 1** provided below to this contract, in competing for or in executing the Contract, then the Client may, after giving fourteen (14) calendar days written notice to the Consultant, terminate the Consultant's employment under the Contract.

10. Assignment

The Consultant shall not assign this Contract or Subcontract any portion of it without the Client’s prior approval.

11. 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. These documents shall not be disclosed without written approval of the Client

12. Engagement in Other Activities

The Consultant agrees that, during the term of this Contract, the Consultant and any entity affiliated with the Consultant shall be disqualified from providing goods, works or services (other than the

Services or any continuation thereof) for any project resulting from or closely related to the Services. The Consultant shall during the continuance of this Contract devote his working hours on the project to the business of the Client and shall in all matters act in the interest of the Client.

13. Insurance and Liability

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

The Consultant's total liability to the Client and to any person claiming through the Client including, for all claims of any kind, whether based in contract, tort (including negligence), warranty, equity, direct or consequential damage in any form, strict liability or otherwise, arising from this Agreement or performance or non-performance of the Services shall not exceed a typical, annualized sum of the fees paid to the Consultant in the performance of the Services.

The Client acknowledges that no employee or officer of the Consultant assumes in his or her personal capacity any duty of care towards the Client in relation to the services provided under this agreement. Any such duty is owned exclusively by the Consultant. The Client acknowledges that the individual employee or officer shall be entitled to enforce this term

14. Working Hours

The Individual Consultant agrees to work for forty (40) hours a week from Monday to Friday except for Public holidays and weekends. The consultant shall work from 08:00 hours to 17:00 hours and take a lunch break from 13:00 hours to 14:00 hours.

15. Amendment

This Contract shall not be varied, modified, amended or changed in any manner except by agreement in writing of both parties.

16. Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity of any other provision of the contract.

17. Governing Law

The Contract shall be governed by and construed in accordance with the laws of Zambia, and the language of the Contract shall be English.

18. Dispute Resolution

The parties shall settle all disputes by negotiation in the first instance. In the event that the parties fail to reach a settlement within thirty (30) days of the date of declaration of a dispute by one of the parties, then the matter shall be referred to arbitration in accordance with the Arbitration Laws of Zambia. The seat of arbitration shall be Lusaka and the language of arbitration shall be English.

19. Commencement, Duration and Effectiveness of the Contract

This Contract will be effective on the day of its signatures or on such other date as the Parties may agree in writing.

IN WITNESS

whereof, the Parties or their duly authorized representatives have set their hands the
day
and year first before written.

Signed for and on behalf of **Zambezi River Authority**

Sign.....

Name: _____

Designation: _____

Date:.....

WITNESS:

Name:

Designation.....

Date:.....

Contracts Management Specialist

Sign:

Name:

Date:

WITNESS:

Name:

Date:

ANNEX A – JOB DESCRIPTION/TERMS OF REFERENCE

ANNEX B – COST OF SERVICES AND PAYMENT SCHEDULE

Description of Rate	Consultancy Fee Rate Per Month	Time spent (Months)	Total (US\$)
Consultancy Fee	-----	27	-----
Total Consultancy Fees excluding Withholding Tax			-----

ANNEX C – RATES FOR TRAVEL ON BUSINESS

a. Local Travel – Zambia and Zimbabwe

Breakfast	Lunch	Dinner	Overnight	Subsistence	Total
21.00	31.00	36.00	22.00	85.00	195.00

b. Foreign Travel – Outside Zambia and Zimbabwe

US\$400 per day covering all travel expenses including local travel in the foreign country.

ANNEX D – CRITERIA FOR ANNUAL PERFORMANCE EVALUATION FORM

Performance Assessment for the Procurement & Contract Management Specialist

ANNEX E – CONSULTANT CV

ATTACHMENT 1 – BANK POLICY – CORRUPT AND FRAUDULENT PRACTICES

Attachment 1

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

1.1 The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

- i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
- iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- v. “obstructive practice” is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or

indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.