



PHILIPPINE RURAL
DEVELOPMENT
PROJECT
Procurement Guidelines

Cross Reference Manual

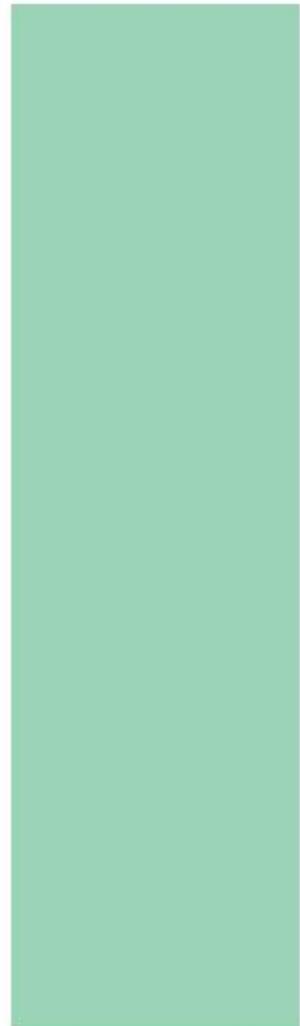


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GLOSSARY

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

Bank – refers to World Bank (WB)

Bid – a signed offer or proposal to undertake a contract submitted by a proponent in response to and in consonance with the requirements of the Bidding Documents. For purposes of, and throughout this manual, the term “Bid” shall be equivalent to and be used interchangeably with “Proposal” and “Tender”.

Bidder – refers to an eligible bidder (i.e. contractor, manufacturer and supplier) competing for the award of a contract in any procurement done by PRDP.

Bidding Documents – the documents issued by the procuring entity as the basis for bids, furnishing all information necessary for a prospective proponent to prepare a bid for the goods, works and non-consulting services required by the procuring entity.

Bids and Awards Committee (BAC) – the Bids and Awards Committee is responsible for bidding, evaluation, and awarding processing within the procurement implementation.

Consultant - is an individual or firm providing consulting services.

Contract – Refers to the agreement entered into between the Procure

Consulting services – refers to services of a professional nature provided by consultants using their skills to study, design, organize, and manage projects; advise Borrowers; and when required, build their capacity. This includes Specialists/Consultants services needed at the National Project Coordination Office (NPCO), Project Support Offices (PSOs) and Regional Project Coordination Offices (RPCOs).

Enterprise - the subproject that will be funded by the PRDP Enterprise Development (I-REAP) or Global Environment Facility (GEF) component. It is the business venture that will be undertaken by the proponent or cluster of proponents (e.g., cooperatives, producer groups, small and medium processors, consolidators, exporters, etc.) drawn from the Provincial Commodity Investment Plan (PCIP).

Enterprise Project Fund (EPF) - refers to the I-REAP project fund consisting of the loan proceeds, the Government of the Philippines (GOP) counterpart and the Local Government Unit (LGU) counterpart. This fund is intended to finance the goods, livelihood component and operating fund, among others, required by the proposed enterprises along a priority commodity value chain.

Goods – includes vehicles, office and information technology equipment, office furniture, software, IEC materials, GPS enabled phones, tools, devices, which may be needed in the implementation of PRDP or in the pursuit of any Project undertaking, project or activity. It includes general support services like commissioning, hauling, installations of supplied equipment.

Implementation Management Agreement (IMA) – an agreement among PSO, RPCO and LGU that spells out the implementation arrangements for all I-REAP and Infrastructure Development (I-BUILD) component sub-projects within a given period including the schedule of fund releases and liquidations.

Infrastructure Subprojects – include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of subprojects under the I-BUILD component and for I-REAP subprojects with civil works component. For purposes of, and throughout this report and in the procurement manual, the term “Infrastructure subprojects” shall have the same meaning as, and shall be used interchangeably with, “civil works” or “works”.

Memorandum of Agreement (MOA) – an agreement between the DA and the LGU defining the general roles and responsibilities to establish a general engagement relative to the overall project implementation. The MOA is the main document encompassing all PRDP components.

Procurement – the process of the acquisition of goods, non-consulting services, infrastructure subprojects and consulting services by the Project in accordance with the provisions of the PRDP Manual and World Bank Guidelines.

Procuring Entity – refers to the agency responsible for the procurement of works, goods, non-consulting services and consulting services.

Project – pertains to the Philippine Rural Development Project (PRDP).

Proponent Group (PG) – refers mainly to producer groups engaged in the proposed enterprise that have a legal personality. The PG could also be cooperatives, NGOs, small and medium processors, consolidators, exporters and other stakeholders in the value chain or in the Global Environment Objective.

Provincial Commodity Investment Plan (PCIP) - a strategic plan that rationalizes the interventions within the various segments of the value chain of commodities that are of significance to the province and that will contribute to the national goals of the agriculture and fishery sector. It is a 3-year rolling consensus plan between the DA and PLGU based on the value chain analyses of these commodities conducted with strong participation of the

various stakeholders. The PCIP will be the basis in identifying possible enterprises in which a province decides to make a package of investments that the DA will provide assistance, with adequate counterpart from the provincial, municipal or city LGU.

Request for proposal (RFP) - Is a document that provides information relating to the assignment and instructions on what the expects of consultants who accept the invitation to submit their proposals

Subprojects – refer to the interventions to be funded by the PRDP, which have been prioritized in the Provincial Commodity Investment Plans (PCIPs), and developed using the Regional Agricultural and Fisheries Modernization Plans (AFMPs). These include infrastructure subprojects under I-BUILD and livelihood and enterprise subprojects under the I-REAP and GEF components.

ACRONYM

BAC	- Bids and Awards Committee
BDS	- Bid Data Sheet
DDP	- Delivered Duty Paid
DP	- Development partners
EA	- Executing Agency
EOI	- Expression of Interest
EPC	- Estimated Project Cost
FBS	- Fixed Budget Selection
GEF	- Global Environment Facility
IA	- Implementing Agency
IBRD	- International Bank for Reconstruction and Development (World Bank)
I-BUILD	- Intensified Building Up of Infrastructure and Logistics for Development
ICB	- International Competitive Bidding
IDA	- International Development Association
I-REAP	- Enterprise Development Component
I-SUPPORT	- Implementation Support to PRDP
LGU	- Local Government Unit
NCB	- National Competitive Bidding
NPCO	- National Project Coordinating Office
NOL1	- No Objection Letter No. 1
NOL2	- No Objection Letter No. 2
PAD	- Project Appraisal Document

PG	- Proponent Group
PSO	- Project Support Office
PPR	- Procurement Post Review
QCBS	- Quality and Cost-Based Selection
CQS	- Consultants Qualification Selection
RFP	- Request for Proposal
RFQ	- Request for Quotation
RPAB	- Regional Project Advisory Board
RPCO	- Regional Project Coordination Office
SBDs	Standard Bidding Documents
SCC	- Special Conditions of Contract
UNDB	- United Nations Development Business

I. INTRODUCTION

Purpose

- 1.1. The purpose of these guidelines is to inform those carrying out a project that is financed in whole or in part by a loan from the International Bank for Reconstruction and Development (IBRD) and executed by the recipient, of the policies and procedure that govern the procurement of goods, works and non-consulting services and for selecting, contracting, and monitoring consultants required for the Philippine Rural Development Project (PRDP).

General Considerations

- 1.2. The responsibility for the implementation of the project, and therefore for the selection of consultants, award and administration of contracts under the project, rests with the Government of the Philippines through the Department of Agriculture and the partner LGUs.
- 1.3. Open competition is the basis for efficient public procurement. Borrowers shall select the most appropriate method for the specific procurement. In most cases, the Bank requires its Borrowers (including the beneficiaries of the Bank's loan) to obtain goods, works, and non-consulting services open to eligible suppliers, service providers, and contractors.
- 1.4. Whereas, except as otherwise provided in paragraph 2 of the procurement section III of the Loan Agreement specifies that goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding procedures.
- 1.5. Whereas, paragraph 2 of the procurement section III of the Loan Agreement specifies methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the procurement plan, such as: (a) National Competitive Bidding subject to the additional provisions set out in paragraph 3 of the procurement section of the Loan Agreement; (b) Shopping; (c) Direct Contracting; (d) Well-established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the Bank; and (e) Community Participation procedures in accordance with the procedures included in the Operations Manual which have been found acceptable to the Bank.

Applicability of Guidelines

- 1.6. The principles, rules, and procedures outlined in these Guidelines apply to all contracts for good, works and non-consulting services financed in whole or in part from Bank loans. For the procurement of contracts for goods, works and non-consulting services not financed in whole or in part from a Bank loan, but included in the project scope of the loan agreement, the Borrower (including beneficiaries of the bank's loan) may adopt other rules and procedures.
- 1.7. The procurement guidelines for the procurement of infrastructure subprojects can be found at the Module 1: Guidelines for the Procurement of Infrastructure Subprojects.
- 1.8. The procurement guidelines for the procurement of I-REAP subprojects can be found at Module 2: Guidelines for the Procurement of Goods, Works and Non-consulting services under Enterprise Development Subprojects and Global Environment Facility (GEF).
- 1.9. The procurement guidelines for the procurement of goods and non-consulting services and selection of consulting services can be found at the Module 3: Guidelines for The Procurement of Goods, Non-Consulting Services and Selection Of Consulting Services (Support to Project Implementation).
- 1.10. The consulting services to which these guidelines apply are of an intellectual and advisory in nature.
- 1.11. Likewise, the principles, rules, and procedures outlined in these guidelines also applies to all contracts for consulting services financed in whole or part from Bank Loan. In procuring consulting services not financed from such sources but included in the project scope of the loan agreement, the Borrower may adopt other rules and procedures. In such cases, the Bank shall satisfy itself that: (a) the procedures to be used will fulfill the Borrower's obligations to diligently and efficiently implement the project, and will result in the selection of consultants who have the required 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

- 1.12. Bank policy requires that a firm participating in a procurement process under Bank- financed projects shall not have a conflict of interest. Any firm found to have a conflict of interest shall be ineligible for award of a contract.
- 1.13. A firm shall be considered to have a conflict of interest in a procurement process if:
- (a) such firm is providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of a project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the Contractor's obligations under a turnkey or design and built contract; or
 - (b) such firm submits more than one bid, either individually or as a joint venture partner in another bid, except for permitted alternative bids. This will result in the disqualification of all bids in which the Bidder is involved. However, this does not limit the inclusion of a firm as a sub-contractor in more than one bid. Only for certain types of procurement, the participation of a Bidder as a sub-contractor in another bid may be permitted subject to the Banks' no objection and as allowed by the Bank's Standard Bidding Documents applicable to such types of procurement; or
 - (c) such firm (including its personnel) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract; or
 - (d) such firm does not comply with any other conflict of interest situation as

specified in the Bank's Standard Bidding Documents relevant to the specific procurement process.

1.14. 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 that in providing advice they avoid conflicts with other assignments and 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 being unable to carry out the assignment in the best interest of the Borrower. Without limitation on the generality of the foregoing, consultants shall not be hired under the circumstances set forth below:

- (a) Conflict between consulting activities and procurement of goods, works, or non-consulting services (i.e., services other than consulting services covered by these Guidelines). A firm that has been engaged by the Borrower to provide goods, works, or non-consulting services for a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation (before Loan effectiveness) or implementation of a project, or any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be disqualified from subsequently providing goods, works, or services (other than consulting services covered by these Guidelines) resulting from or directly related to the consulting services for such preparation or implementation. This provision does not apply to the various firms (consultants, contractors, or suppliers) which together are performing the Contractor's obligations under a turnkey or design and build contract.
- (b) Conflict among consulting assignments: Neither consultants (including their personnel and sub-consultants), nor any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm, shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the consultants. As an example, consultants assisting a client

in the privatization of public assets shall neither purchase, nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.

- (c) Relationship with Borrower's staff: Consultants (including their experts and other personnel, and sub-consultants) that have a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who are directly or indirectly involved in any part of: (i) the preparation of the TOR for the assignment, (ii) the selection process for the contract, or (iii) the supervision of such contract may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the contract.
- (d) A consultant shall submit only one proposal, either individually or as a joint venture partner in another proposal. If a consultant, including a joint venture partner, submits or participates in more than one proposal, all such proposals shall be disqualified. This does not, however, preclude a consulting firm to participate as a sub-consultant, or an individual to participate as a team member, in more than one proposal when circumstances justify and if permitted by the RFP.

Eligibility

- 1.15. To foster competition, the Bank permits firms and individuals from all countries to offer goods, works, and non-consulting services for Bank-financed projects. Any conditions for participation shall be limited to those that are essential to ensure the firm's capability to fulfill the contract in question. Likewise, the Bank permits consultants (firms and individuals) from all countries to offer consulting services for Bank-financed projects. Any conditions for participation shall be limited to those that are essential to ensure the firm's capability to fulfill the contract in question.
- 1.16. In connection with any contract to be financed in whole or in part from a Bank loan, the Bank does not permit a Borrower to deny participation in a short-listing or selection process or award to a consultant for reasons unrelated to: (i) its

capability and resources to successfully perform the contract; or (ii) the conflict of interest situations covered under paragraph 1.9 of the World Bank Consultant's Guidelines.

1.17. As an exception to the foregoing paragraphs 1.16:

- (a) Consultants may be excluded if: (i) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with the consultant's 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 any country, person, or entity. Where the Borrower's country prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded.
- (b) Government-owned enterprises or institutions of the Borrower's country may participate in the Borrower's country only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Borrower or Sub-Borrower.
- (c) As an exception to (b), when the services of government-owned universities or research centers or other institutions in the Borrower's country are of unique and exceptional nature including because of the absence of a suitable private sector alternative, and their participation is critical to project implementation, the Bank may agree on the hiring of those institutions on a case-by-case basis. On the same basis, university professors or scientists from research institutes can be contracted individually under Bank financing.
- (d) Government officials and civil servants of the Borrower's country may only be hired under consulting contracts in the Borrower's country, either as individuals or as members of the team of experts proposed by a consulting firm, provided that such hiring does not conflict with any employment or other laws or regulations, or policies of the Borrower's country and if they (i) are on leave of absence without pay, or have resigned or retired; (ii) are not

being hired by the agency they were working for before going on leave of absence without pay, resigning, or retiring¹¹; and (iii) their hiring would not create a conflict of interest (see paragraph 1.9).

- (e) A firm or an individual sanctioned by the Bank in accordance with paragraph 1.23(d) of these Guidelines or in accordance with the World Bank Group anti-corruption policies and sanctions procedures shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or in any other manner, during such period of time as the Bank shall determine.

1.18. In connection with any contract to be financed in whole or in part from a Bank loan, the Bank does not permit a Borrower (including beneficiaries of the bank's loan) to deny participation in a procurement process or award to a firm for reasons unrelated to: (i) its capability and resources to successfully perform the contract; or (ii) the conflict of interest situations covered under paragraphs 1.12 and 1.13 above.

1.19. As exceptions to the foregoing paragraphs 1.15:

- (a) Firms of a country or goods manufactured in a country may be excluded if, (i) as a matter of law or official regulation, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods, works, and non-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 import of goods from, or payments to, a particular country, person, or entity. Where the Borrower's country prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded.
- (b) Government-owned enterprises or institutions of the Borrower's country may participate in the Borrower's country only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not dependent agencies of the Borrower or Sub-Borrower.

- (c) A firm sanctioned by the Bank in accordance with paragraph 1.17(d) of these Guidelines, or the World Bank Group Anti-Corruption policies and sanctions procedures, shall be ineligible to be awarded a Bank-financed contract or to benefit from a Bank-financed contract, financially or in any other manner, during the period of time determined by the Bank.

Joint Ventures

- 1.20 Any firm may bid independently or in joint venture either with domestic firms and/or with foreign firms. A joint venture may be for the long term (independent of any particular bid) or for a specific bid. The joint venture shall appoint one of the firms to represent it, and all its members shall sign the contract and be jointly and severally liable for the entire contract. The Project does not accept conditions of bidding or contracting which require mandatory joint ventures or other forms of mandatory association between firms. Joint Venture requirement should follow the requirement in the bidding document.

Associations between Consultants

- 1.21 Consultants may associate with each other in the form of a joint venture or of a sub-consultancy agreement to complement their respective areas of expertise, strengthen the technical responsiveness of their proposals and make available bigger pools of experts, provide better approaches and methodologies, and, in some cases, offer lower prices. Such an association may be for the long term (independent of any particular assignment) or for a specific assignment. If the Borrower employs an association in the form of a joint venture, the association shall appoint one of the firms to represent the association; all members of the joint venture, or their representative with a power of attorney, shall sign the contract. All members of the joint venture shall be jointly and severally liable for the entire assignment. Once the short list is finalized, and Requests for Proposals (RFP) are issued, any association in the form of joint venture or sub-consultancy 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 or include any particular individual in their proposals, but may encourage association with qualified national firms.

Bank Review, Assistance, and Monitoring

- 1.22 The Bank reviews the Borrower's procurement procedures, documents, bid evaluations, award recommendations, and contracts within their prior review threshold to ensure that the procurement process is carried out with the agreed procedures. The Procurement Plan approved by the Bank shall specify the extent to which these review procedures shall apply in respect of the different categories of goods, works, and non-consulting services to be finance, in whole or in part, from the Bank Loan.
- 1.23 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 these Guidelines.
- 1.24 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 quality of the consultants' work as necessary to satisfy themselves that it is being carried out according to appropriate standards and is based on reliable 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 the assignment is being carried out in the consultants' home offices, the Bank may, with the Borrower's agreement, visit these offices to review the consultants' work.

Misprocurement

- 1.25 The Bank does not finance expenditures under a contract for goods, works, or non-consulting services if the Bank concludes that such contract: (a) has not been awarded in accordance with the agreed provisions of the Loan Agreement and as further elaborated in the Procurement Plan to which the Bank provided no objection; (b) could not be awarded to the bidder otherwise determined successful due to willful dilatory conduct or other actions of the Borrower resulting in unjustifiable delays, the successful bid being no longer available, or the wrongful rejection of any bid; or (c) involves the engagement of a representative of the Borrower, or a recipient of any part of the Loan proceeds, in fraud and corruption as per paragraph 1.18(c). In such cases, whether under prior

or post review, the Bank will declare misprocurement, and it is the Bank's policy to cancel that portion of the loan allocated to the goods, works, or non-consulting services that have been misprocured. The Bank may, in addition, exercise other remedies provided for under the Loan Agreement. Even once the contract is awarded after obtaining a no objection from the Bank, the Bank may still declare misprocurement and apply in full its policies and remedies regardless of whether of the loan has closed or not, if it concludes that the no objection was issued on the basis of incomplete, inaccurate, or misleading information furnished by the Borrower or the terms and conditions of the contract had been substantially modified without the Bank's no objection.

- 1.26 The Bank does not finance expenditures under a contract for consulting services if the Bank concludes that such contract: (a) has not been awarded in accordance with the agreed provisions of the Loan Agreement and as further elaborated in the Procurement Plan to which the Bank provided no objection; (b) could not be awarded to the consultant otherwise determined successful due to willful dilatory conduct or other actions of the Borrower resulting in unjustifiable delays, or the successful proposal being no longer available, or the wrongful rejection of any proposal; or (c) involves the engagement of a representative of the Borrower, or a recipient of any part of the proceeds of the Loan, in fraud and corruption as per paragraph 1.23(c) of the World Bank Guidelines. In such cases, whether under prior or post review, 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 provided for under the Loan Agreement. Even once the contract is awarded after obtaining a no objection from the Bank, the Bank may still declare misprocurement and apply in full its policies and remedies regardless of whether the loan has closed or not, if it concludes that the no objection was issued on the basis of incomplete, inaccurate, or misleading information furnished by the Borrower or that the terms and conditions of the contract had been substantially modified without the Bank's no objection.

Fraud and Corruption

- 1.27 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), bidders, suppliers, contractors and their agents (whether declared or not), sub- contractors, sub-consultants, service providers or suppliers, and any

personnel thereof, observe the highest standard of ethics during the procurement and selection and execution of Bank- financed 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” 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 a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a 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
 - (aa) 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
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 1.18(e) of the World Bank Guidelines for the procurement of good, works and non-consulting services and paragraph 1.23 of the World

Bank's Guideline for the Section of Consultants.

- (b) will reject a proposal for award if it determines that the bidder or consultant recommended for award, or 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) will declare misprocurement and cancel the portion of the loan allocated to a contract if it 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 or the implementation 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) will sanction a firm or individual, at any time, in accordance with the prevailing Bank's sanctions procedures, including by publicly declaring such firm or individual ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; and (ii) to be a nominated sub-contractor, consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract;
- (e) will require that a clause be included in bidding documents or the RFP and in contracts financed by a Bank loan, requiring bidders, suppliers and contractors, and their sub- contractors, agents, personnel, consultants, service providers, or suppliers, to permit the Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

1.28 With the specific agreement of the Bank, a Borrower may introduce, into bid forms for contracts financed by the Bank, an undertaking of the bidder to observe, in competing for and executing a contract, the country's laws against fraud and corruption (including bribery), as listed in the bidding documents. The Bank will

accept the introduction of such undertaking at the request of the Borrowing country, provided the arrangements governing such undertaking are satisfactory to the Bank.

Procurement Plan¹

1.29 The preparation of a realistic procurement plan for a project is critical for its successful monitoring and implementation. As part of the project preparation, the Borrower shall prepare a preliminary procurement plan, however tentative, for the entire scope of the project. At a minimum, the Borrower shall prepare a detailed and comprehensive procurement plan including all contracts for which procurement action is to take place in the first eighteen (18) months of project implementation. An agreement with the Bank shall be reached at the latest during loan negotiations. The Borrower shall update procurement plans throughout the duration of the project at least annually by including contracts previously awarded and to be procured in the next twelve (12) months. All procurement plans and their updates or modifications shall be subject to the Bank's prior review and no objection before implementation, except for adjustments within the threshold of shopping. After loan negotiations, the Bank shall arrange the publication on its external website of the agreed initial procurement plan and all subsequent updates once it has provided a no objection.

Project implementation for which procurement action is to take place during the period; the proposed methods of procurement as permitted under the Loan Agreement; the World Bank review requirement and thresholds; and the time schedule for key procurement activities.

Procurement planning² shall be carried out in accordance with the Work and Financial Plan, reflecting the project priorities and objectives for the budget period. This is in consideration of the scope of procurement per Procuring Entity.

¹ Serves as a guide document in procurement and contract implementation, as well as a vital reference in procurement monitoring. It also serves as an important tool in resource and financial management, enabling the Project to optimize the utilization of scarce resources.

² Well-planned procurement will minimize the practice of taking shortcuts and ensure that the project is able to purchase its requirements correctly and effectively.

1.30 All goods, works and non-consulting and consulting services for to be funded under the Project's Additional Financing (AF) shall be included in the Procurement Plan and shall be uploaded in the Bank's Systematic Tracking of Exchange in Procurement (STEP).

STEP is the Bank's system for procurement planning and tracking. It is a comprehensive and mandatory end-to-end procurement processing system applicable to its investment project financing operations, allowing Bank and Client to track and manage all procurement related exchanges throughout the procurement cycle ³.

STEP enables auto publication of approved procurement plan, publication notices and contract award information in the Bank's external website, UNDB online, World Bank Finances App, and World Bank Procurement App. For the PRDP, the main users are the WB, NPCO and PSO Procurement Personnel. The detailed procedures for the uploading of the Procurement documents is discussed in STEP User's Manual.

II. METHODS OF PROCUREMENT OF GOODS, WORKS AND NON-CONSULTING SERVICES AND THE SELECTION OF CONSULTING SERVICES

Introduction

2.1 The methods of the procurement of goods, works and non-consulting services and the Selection of Consulting Services under PRDP are discussed in details in the modular guidelines, as follows:

(a) Module 1: Guidelines for the Procurement of Infrastructure Subprojects;

³ STEP User's Manual, page 6

- (b) Module 2: Guidelines for the Procurement of Goods, Works, and Non-consulting Services for Enterprise Development Component (I-REAP Component) and Global Environment Facility (GEF); and
- (c) Module 3: Guidelines for the Procurement of goods, non-consulting services and selection of consulting services (Support to Project Implementation).

Legal Basis

The provisions and procedures in this guidelines are based on the following:

1. Section 4, subsection 4.2 of the Republic Act No. 9184, otherwise known as the Government Procurement Reform Act and its Revised Implementing Rules and Regulations (IRR), cited as follows:

“Any treaty or International or Executive Agreement to which the GoP is a signatory affecting the subject matter of the Act and this IRR shall be observed. In case of conflict between the terms of the Treaty or International or Executive Agreement and this IRR, the former⁴ shall prevail.

2. PRDP Loan /Grant Agreement

Section 1 (Implementation Arrangement of Schedule 2 (Project Execution))

Prior to making an Infrastructure Development Grant or an Enterprise Development Grant to a Participating LGU, the Borrower/Recipient shall:

- (a) ensure that each Participating LGU has the organization, management and resources satisfactory to the Bank/World Bank for carrying out the proposed Subprojects; and
- (b) enter into agreement (“Implementation Management Agreement”) between the Borrower, through DA, and each Participating LGU, under terms and conditions acceptable to the Bank, as set out in Attachment I of Schedule 2 to the Loan /Grant Agreement, and which also include the following: (i) the implementation responsibilities of the DA and the Participating LGU in the implementation of the Subprojects; (ii) the specification of eligible expenditures that may be financed from proceeds of the Grant; (iii) financial management and audit procedures consistent with those provisions set out in the Operations Manuals; (iv) procurement procedures

⁴ Refers to the Treaty, International or Executive Agreement e.g. Loan/Grant Agreement

consistent with Section III of Schedule 2 of the Loan /Grant Agreement; (v) monitoring and reporting arrangements; and (vi) arrangement for implementation of the ESSF.

3. Final PRDP Project Appraisal Document;

4. World Bank's "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 ("Procurement Guidelines"); and

5. World Bank "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 ("Consultant Guidelines");

Procurement⁵

1. General

- a. *Goods, Works and Non-consulting Services.* All goods, works and non-consulting services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
- b. *Consultants' Services.* All consultants' services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to Sections I and IV of the Consultant Guidelines and with the provisions of this Section.
- c. *Definitions.* The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank of particular contracts refer to the corresponding method described in Sections II, and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case maybe.

⁵ The detailed discussions on the policies and procedures (i) for procurement of infrastructure subprojects are discussed in Module 1 (*Guidelines for the Procurement of Infrastructure Subprojects*); (ii) for the procurement of enterprise and GEF-NRM subprojects in Module 2 (*Guidelines for the Procurement of Goods, Works and Non-consulting services for Subprojects under I-REAP and GEF NRM*); and (iii) for the procurement of goods, non-consulting services and selection of consulting services in Module 3 (*Guidelines for the Procurement of goods, non-consulting services and selection of consulting services (Support to Project Implementation)*).

2. Particular Methods of Procurement of Goods, Works & Non-consulting Services

- a. International Competitive Bidding as the default mode of procurement
- b. Other methods of Procurement of Goods, Works and Non-consulting services

National Competitive Bidding (NCB)⁶ subject to the additional provisions set out in paragraph 3 of this Section; Shopping; Direct contracting; Well established Private Sector Procurement Methods or Commercial Practices which have been found acceptable to the Bank; and Community Participation procedures in accordance with the procedures included in the Operations Manuals, which have been found acceptable to the Bank.

b.1 Additional National Competitive Bidding Provisions. The following provisions shall apply to the procurement of goods, works and non-consulting services under the National Competitive Bidding Procedures:

- (a) eligibility screening shall not be applied, provided however, that bids do not contain any of the following documents shall not pass the documentary compliance check: (i) evidence of the required financial, technical or production capability; (ii) audited financial statements; (iii) credit line or cash deposit certificate; (iv) bid security; and (v) authority of the signatory:
- (b) financial ceiling may be applied to bid prices provided the following conditions are met: (i) bidding documents are obtainable free of charge on a freely accessible website; (ii) the agency has procedures in place to ensure that the ABC is based on Engineer's Estimate; (iii) the agency has trained cost estimators on estimating prices and analyzing bid variance; and (iv) the agency has established a system to monitor and report bid prices relative to ABC and Engineer's Estimate;
- (c) domestic or regional preferences shall not be applied in the evaluation of bids, and other preference in effect in the Philippines shall not be

⁶ The Philippine Bidding Documents latest edition as harmonized with R.A. 9184 otherwise known as the Government Procurement Reform Act (GPRA) of the Philippines and WB shall be used.

used except with prior concurrence of the Bank;

- (d) foreign suppliers and contractors shall be allowed to participate, if interested, without first being required to associate with, or enter into joint venture, with local firms, and foreign bidders shall be allowed to bid, even without registration, licensing, and other government authorizations, leaving these requirements for after award and before signing of contract; and
- (e) alternative procurement methods defined in the implementing rules and regulations such as Limited Source Selection Bidding, Direct Contracting and Shopping as acceptable, and the use of the other alternative methods shall require prior Bank concurrence.

b.2. Shopping

Shopping is a procurement method based on comparing price quotations obtained from several suppliers (in the case of goods), from several contractors (in the case of civil works), or service providers (in the case of non-consulting services) with a minimum of three, to assure competitive prices, and is an appropriate method for procuring limited quantities of readily available off-the-shelf goods or standard specification commodities of small value, or simple civil works of small value when more competitive methods are not justified on the basis of cost and efficiency. Requests for quotations shall indicate the description and quantity of the goods or specifications of works, as well as desired delivery (or completion) time and place. Quotations may be submitted by letter, facsimile, or by electronic means. The evaluation of quotations shall follow the same principles as of open bidding. The terms of the accepted offer shall be incorporated in a purchase order or brief contract.

b.3. Direct Contracting

Direct contracting is contracting without competition (single-source) and may be an appropriate method under the following circumstances. The Borrower shall submit to the Bank for its review and no objection a sufficiently detailed justification, including the rationale for direct

contracting instead of a competitive procurement process and the basis for recommending a particular firm in all such cases, except for contracts below a threshold defined on the basis of risks and the scope of the project, and set forth in the Procurement Plan.

(a) An existing contract for goods, works, and non-consulting services, awarded in accordance with procedures acceptable to the Bank, may be extended for additional goods, works, and non-consulting services of a similar nature. The Bank shall be satisfied in such cases that no advantage could be obtained by further competition and that the prices on the extended contract are reasonable. Provisions for such an extension, if considered likely in advance, shall be included in the original contract;

(b) standardization of equipment or spare parts, to be compatible with existing equipment, may justify additional purchases from the original Supplier. For such purchases to be justified, the original equipment shall be suitable, the number of new items shall generally be less than the existing number, the price shall be reasonable, and the advantages of another make or source of equipment shall have been considered and rejected on grounds acceptable to the Bank;

(c) the required equipment is proprietary and obtainable only from one source;

(d) the procurement of certain goods from a particular supplier is essential to achieve the required performance or functional guarantee of an equipment or plant or facility;

(e) in exceptional cases, such as, but not limited to, in response to natural disasters and emergency situations declared by the Borrower and recognized by the Bank; and

(f) in circumstances that are in accordance with the provisions of paragraph 3.10 for procurement from UN Agencies.

3. Particular Methods of Procurement of Consulting Services
 - a. Quality and Cost

Based Selection. Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality-and Cost-based Selection.

- b. Other Methods of Procurement of Consulting Services. The following methods, other than Quality Cost - Based Selection maybe used for procurement of consultants' services for those contracts which are specified in the Procurement Plan: (i) Selection under Fixed Budget; (ii) Selection based on Consultants' Qualifications; (iii) Single Source Selection of Consulting Firms; (iv) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultants' Guidelines for Selection of Individual Consultants; and (v) Single Source procedures for the Selection of Individual Consultants.

III. MODULAR PROCUREMENT GUIDELINES

- 3.1 The Procurement Guidelines of PRDP consist of the following: (i) Cross-Reference Guidelines; (ii) Module 1: Guidelines for the Procurement of Infrastructure Subprojects; (iii) Module 2: Guidelines for the Procurement of Goods, Works and Non-consulting services for Enterprise Development Component (I-REAP) and Global Environment Facility (GEF); and (iv) Module 3: Guidelines for the Procurement of goods, non-consulting services and selection of consulting services (Support to Project Implementation).

The features of the guidelines are herein described:

Cross reference Guidelines

- 3.2 The Cross reference Guidelines defines the Bank's policies and procedures for procurement of goods, works and non-consulting services and the selection methods of consulting services required for projects that are financed in whole or in part by a loan from the International Bank for Reconstruction and Development (IBRD) and executed by the recipient.
- 3.3 Further, it prescribes the methods of procurement of goods, works and non-consulting services and the selection methods of consulting services and its legal

basis.

3.4 The cross-reference guidelines also provides guidance as to what type of modular guidelines to be used when: (i) the LGU-BAC will procure infrastructure subprojects or enterprise development subprojects or subprojects under GEF, and (ii) the DA-PRDP will procure goods, non-consulting services or selection of consulting services under this project.

Module 1: Guidelines for the Procurement of Infrastructure Subprojects

3.5 A modular guidelines prepared solely for the procurement of Infrastructure subprojects. The said guidelines prescribe the following procurement methods to be used by the Local Government Units for the procurement of infrastructure subprojects, namely:

- a) International Competitive Bidding (ICB) (as default mode) However, under the Project we may not have contracts to be bid out under ICB due to relatively small amounts involved.
- b) Other methods of procurement
 - i. National Competitive Bidding (NCB for Works) subject to the additional provisions set out in paragraph 3 of Section III (Procurement) of the Loan Agreement.
 - ii. Shopping for works
 - iii. Direct Contracting for works

3.6 The Procuring Entity for the procurement of Infrastructure subprojects must be the Local Government Units (LGUs) through their existing Bids and Award Committee (BAC). However, the LGUs may create a Special Bids and Award Committee (SBAC) only for PRDP with the purpose of fast tracking the evaluation of bids and the submission of the award recommendation. The detailed rules and procedures and its requirements of the above procurement methods are thoroughly discussed in Module 1.

Module 2: Guidelines for the Procurement of Goods, Works and Non-consulting Services for Subprojects under I-REAP and Global Environment Facility (GEF)

- 3.7 A modular guidelines prepared solely for the procurement of enterprise subprojects and GEF. Please note that the procurement of infrastructure support facilities/works (with exception of the procurement of works through community participation) under I-REAP Component and GEF shall follow the rules, methods and procedures under Module 1.
- 3.8 Enterprise subprojects may compose of various procurement packages of goods and non-consulting services and sometimes procurement of infrastructure support facilities.
- 3.9 Procurement of various packages for goods and non-consulting services and the infrastructure support facilities if applicable shall be reflected in the Subproject Procurement Plan. The Subproject Procurement Plan is part of the approved business plan. The proposed subproject shall proceed with the procurement of the packages described in the submitted procurement plan which is based from the Work and Financial Plan (WFP) of the enterprise. This guidelines prescribes the following procurement methods for the procurement of goods and non-consulting services under I-REAP Component, namely:
- a) International Competitive Bidding (as default mode)
 - b) Other methods of procurement
 - i. National Competitive Bidding subject to the additional provisions set out in paragraph 3 of Section III (Procurement) of the Loan Agreement.
 - ii. Shopping for goods and non-consulting services
 - iii. Direct Contracting for goods and non-consulting services.
 - iv. Community Participation
 - iv.a. Shopping for goods and works
 - iv.b. Direct Contracting for goods and works
 - iv.c. Community Force Account (CFA) for goods and works
- 3.10 Like the procurement of infrastructure subprojects under I-BUILD Component, the

Procuring Entity for the procurement of subprojects under I-REAP Component must be the Local Government Units through their existing Bids and Award Committee. The LGU may create a Special Bids and Award Committee only for PRDP with the purpose of fast tracking the evaluation of bids and the submission of award recommendation. The LGU can invite community participation for the procurement of goods, works and non-consulting service below US\$50,000 following the rules and procedures prescribe in Module 2.

Under Community Participation, the Proponent Group (PG) may also manage procurement of goods, works and non-consulting services under I-REAP Component and GEF-NRM depending on their procurement capacity. The basic requirement/capacity of the PG to manage procurement within the allowed threshold of US\$50,000.00 shall include formation of Procurement Committee. The Committee shall be provided with procurement coaching with regards to the method and procedures in implementing the procurement activities as stated in the approved subproject Procurement Plan.

The detailed procedures of the prescribed procurement methods for Enterprise Development Subprojects are thoroughly discussed in Module 2.

Module 3: Guidelines for the Procurement of goods, non-consulting services and the Selection of consulting services (Support to Project Implementation)

3.11 A modular guidelines prepared solely for the procurement of goods, non-consulting services and selection of consulting services including hiring of PRPD technical consultants and contracted staff (Support to Project Implementation). The said guidelines prescribe the following procurement methods to be used for the procurement of goods and non-consulting services, namely:

- a. International Competitive Bidding (as default mode)
- b. Other methods of procurement
 - i. National Competitive Bidding (NCB for goods) subject to the additional provisions set out in paragraph 3 of Section III (Procurement) of the Loan Agreement.

ii. Shopping for goods

iii. Direct Contracting for goods

3.12 Likewise, for the selection of consulting services, the following are the prescribed methods:

a. Quality and Cost – Based Selection (QCBS)

b. Fixed Budget Selection (FBS)

c. Consultants' Qualifications Selection (CQS)

d. Single Source Selection (SSS)

i. SSS for Firm,

ii. SSS for Individual Consultant,

iii. SSS for PRDP Technical Consultant and Contracted Staff

e. Selection of Individual Consultant (SIC)

i. SIC for Individual Consultant,

ii. SIC for PRDP Technical Consultant and Contracted Staff

IV. SPECIFIC FUNCTIONS OF PROCURING ENTITIES

1. A Procurement Unit for **National Program Coordinating Office (NPCO)** requirements shall have the following functions, in addition to assisting the BAC:

i. Prepare the annual PRDP Procurement Plan integrating the consolidated annual procurement plans (APP) of PSOs and the consolidated regional annual procurement plans (RAPP) and endorse to World Bank for NOL issuance;

ii. Responsible in providing technical assistance in the procurement of goods and services for use within the PSO and consulting services for a project-wide use or coverage (e.g. baseline studies, mid-term review/studies and others);

- iii. Consolidate procurement reports of the PSOs such as Procurement Plan, status of procurement of subproject and monitoring reports;
- iv. Review and issue NOL for proposed subprojects/contracts above and below the thresholds of concerned PSOs and WB;
- v. Check completeness of requirements and responsiveness of NOL requests and endorse to World Bank for NOL;
- vi. Responsible in preparing a Project-wide procurement report;
- vii. Provide technical assistance on procurement to the PSOs;
- viii. Responsible for ensuring consistency in the procurement procedures and sharing of procurement related experiences across PSOs and RPCOs; and
- ix. Perform other functions as deemed necessary by the Program.

2. Program Support Office (PSO) shall have the following functions:

- i. Oversee the implementation of procurement within the PSO and across RPCOs to ensure compliance to Project procurement policies and guidelines;
- ii. Consolidate the approved annual RPCOs annual procurement plans (RAPP) of RPCOs together with the PSO annual procurement plan and submit to PCO;
- iii. Responsible in procuring goods and consulting services for the PSO and RPCOs;
- iv. Consolidate and analyze procurement reports of the RPCOs; provide feedback to RPCOs for actions to be undertaken; and
- v. Provide technical assistance to RPCOs in all areas of procurement to ensure that the procurement conditions defined in the Loan Agreement and guidelines are complied with;
- vi. Check completeness and responsiveness of requirements of requests for no objection letters (NOLs) and endorsement to NPCO;

- vii. As necessary, attend joint procurement reviews with RPCOs and LGUs and recommend appropriate measures based on the findings; and
- viii. Perform other functions as deemed necessary by the Program.

3. Regional Program Coordinating Office (RPCO) shall have the following functions:

- i. Oversee the implementation of procurement within the RPCO and participating LGUs within the RFU to ensure compliance to Project procurement policies and guidelines;
- ii. Consolidate and review procurement plans of participating LGUs and ensure that subprojects proposed for procurement are geo-tagged;
- iii. Prepare the Regional Annual Procurement Plan (RAPP) integrating the consolidated procurement plans of LGUs;
- iv. Submit to the PSO the consolidated RAPP;
- v. Provide technical assistance to LGUs, and shall review LGU procurement actions;
- vi. Consolidate and analyze procurement reports of the LGUs; provide feedback to concerned LGUs for actions to be undertaken;
- vii. Contribute to the updating of the Annual Work and Financial Plan for the Project through review and updating of procurement plans and consolidation of procurement reports;
- viii. Attend procurement reviews with PSO and LGUs and recommend appropriate measures based on the findings;
- ix. Perform other functions as deemed necessary by the Program.

4. Local Government Units (Province, Municipality and City) shall have the following functions:

- i. Oversee the procurement within the LGU to ensure compliance to Project procurement policies and guidelines;

- ii. Prepare a procurement plan based on their geo-tagged proposed subprojects;
- iii. Manage the procurement of proposed subproject; procurement planning, pre-procurement, posting and serving of ITBs/RFQs, pre-bidding conference, opening and evaluation of bids, request of NOL, award of contracts, contract administration and monitoring, and other activities relevant to the successful completion of subproject procurement;
- iv. In agreement with their respective PLGUs, MLGUs can serve as Procuring Entities for any proposed subprojects under I-BUILD and I-REAP components within their respective municipality. This arrangement shall form part of the sub-project implementation management agreement (SPIMA);
- v. Perform other functions as deemed necessary by the Program;

5. Enterprise (CSOs, POs, Cooperatives, etc.) shall have the following functions:

- i. As appropriate, enterprise may manage procurement in agreement with the concerned PLGU; and
- ii. Likewise, serve as implementing entity of relevant subproject/s as agreed in the Implementation Management Agreement (IMA).

V. PRIOR REVIEW AND THRESHOLDS

Bank, NPCO and PSO Review

The Bank reviews the Borrower's procurement procedures, documents, bid evaluations, award recommendations, and contracts to ensure that the procurement process is carried out with the agreed procedures.

No procurement of works shall be undertaken by the beneficiaries of bank's loan (LGUs)

without prior review by the Bank or PRDP concerned offices depending on the threshold. The prior review is undertaken based on the determined calibrated threshold approved by the World Bank to facilitate the issuance of No Objection Letter (NOL), i.e. NOL1 to start the procurement process and NOL 2 for no objection to award the contract.

Table 1. Method, Thresholds ⁷ and Prior Review of World Bank

Category	Procurement Methods	Method Threshold (in US\$)	WB Prior Review (in US\$)
Works	International Competitive Bidding (ICB)	≥15,000,000.00	All contracts
	National Competitive Bidding (NCB)	<15,000,000.00	≥10,000,000.00
	Shopping	<200,000.00	None
	Direct Contracting	<10,000,000.00	>10,000,000.00
Goods	International Competitive Bidding (ICB)	≥3,000,000.00	All contracts
	National Competitive Bidding (NCB)	<3,000,000.00	≥2,000,000.00
	Shopping	<200,000.00	None
	Direct Contracting	Subject to justification as per WB Guidelines para 3.7	≥2,000,000.00
Consulting Services	Quality Cost Based Selection (QCBS)	≥300,000.00 (may be used also for <300,000.00)	≥1,000,000.00
	Fixed Budget Selection (FBS)		
	Consultants Qualification Selection (CQS)	300,000.00 and below	None

⁷ Contract Thresholds per procurement categories are subject to change depending on the result of the Bank's post review missions.

	Selection of Individual Consultant (SIC)	Regardless of amount	≥300,000.00
	Single Source Selection (SSS)	On exceptional basis subject to justification in accordance with par. 3.9 and 5.4 of WB Consultant's Guidelines	≥1,000,000.00 (Firm) ≥300,000.00 (Individual)
Community Participation	Shopping (Works and Goods)	50,000 and below	None
	Community Force Account (Works and Goods)		
	Direct Contracting		

Table 2. Delegated Prior Review Threshold⁸ of PSOs

Cluster	Prior Review Threshold (in US\$)	NPCO Prior Review (in US\$)
North Luzon	≤1,000,000.00	>1,000,000.00
South Luzon	≤500,000.00	>500,000.00
Visayas	≤500,000.00	>500,000.00
Mindanao	≤1,000,000.00	>1,000,000.00

⁸ Delegated Prior Review Thresholds are subject to change depending on the result of the Bank's post review missions.

VI. REVIEW BY THE BANK OF PROCUREMENT DECISIONS AND PUBLICATION OF AWARDS OF CONTRACT

Scheduling of Procurement

The Bank shall review Procurement Plans and their updates that are prepared by the Borrowers in accordance with provisions under paragraph 1.18 of the Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers dated January 2011. They shall be consistent with the Project Implementation Plan, the Loan Agreement, and these Guidelines.

Prior Review

With respect to all contracts which are subject to the Bank's prior review:

- (a) In cases where prequalification is used, the Borrower shall, before prequalification submissions are invited, furnish the Bank with the draft documents to be used, including the text of the invitation to prequalify, the prequalification questionnaire, and the evaluation methodology, together with a description of the advertising procedures to be followed, and shall introduce such modifications in said procedure and documents as the Bank shall reasonably request. The report evaluating the applications received by the Borrower, the list of proposed prequalified bidders, together with a statement of their qualifications and of the reasons for the exclusion of any applicant for prequalification, shall be furnished by the Borrower to the Bank for its comments before the applicants are notified of the Borrower's decision, and the Borrower shall make such additions to, deletions from, or modifications in the said list as the Bank shall reasonably request.
- (b) Before bids are invited, the Borrower shall furnish to the Bank for its comments, draft bidding documents, including the invitation to bid, instructions to bidders, including the basis of bid evaluation and contract award, and the conditions of contract and specifications for the civil works, supply of goods, or installation of equipment, etc. as the case may be, together with a description of the advertising procedures to be followed for the bidding (if prequalification has not been used), and shall make such modifications in the said documents as the Bank shall reasonably request. Any further modification shall require the Bank's no objection before it is issued to the prospective bidders.
- (c) After bids have been received and evaluated, the Borrower shall, before a final decision on the award is made, furnish to the Bank, in sufficient time for its review, a detailed report (prepared, if the Bank shall so request, by experts acceptable to the Bank), on the evaluation and comparison of the bids received (for each stage in case of two-stage

bidding and framework agreements) together with the recommendations for award and such other information as the Bank shall reasonably request. The Bank shall, if it determines that the intended award would be inconsistent with the Loan Agreement and/or the Procurement Plan, promptly inform the Borrower and state the reasons for such determination. Otherwise, the Bank shall provide its no objection to the recommendation for the award of contract. The Borrower shall award the contract only after receiving the no objection from the Bank.

- (d) If the Borrower requires an extension of bid validity to complete the process of evaluation, obtain necessary internal clearances and Bank no objection, and to make the award, it shall seek the Bank's prior no objection for the first request for extension, if it is longer than 4 (four) weeks, and for all subsequent requests for extension, irrespective of the period.
- (e) If after publication of the award the Borrower receives protests or complaints from bidders, a copy of the complaint, the Borrower's comments on each issue raised in the complaint, and a copy of the Borrower's response shall be sent to the Bank for its review and comments.
- (f) If as result of analysis of a protest the Borrower changes its contract award recommendation, the reasons for such decision and a revised evaluation report shall be submitted to the Bank for no objection. The Borrower shall provide a re-publication of the contract award in the format of Publication of the Award of Contract of Appendix 1 of the Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers dated January 2011.
- (g) The terms and conditions of a contract shall not, without the Bank's prior no objection, materially differ from those on which bids were asked or prequalification of contractors, if any, was invited.
- (h) One conformed copy of the contract, and of the advance payment security and the performance security if they were requested, shall be furnished to the Bank promptly after its signing and prior to the submission to the Bank of the first application for withdrawal of funds from the Loan Account in respect of such contract. When payments for the contract are to be made out of a Special Account (SA), copies of the contract, and the advance payment security and the performance security if they were requested, shall be furnished to the Bank prior to the making of the first payment out of the SA in respect of such contract.
- (i) All evaluation reports shall be accompanied by a summary of the procurement on a form provided by the Bank. The description and amount of the contract, together with the name and address of the successful bidder, shall be subject to public disclosure by the Bank in accordance with paragraph (h) above upon receipt of the signed copy of the

contract from the Borrower.

- (j) The Borrower shall retain all documentation with respect to each contract during project implementation until two years after the closing date of the Loan Agreement. This documentation would include, but not be limited to: (i) the signed original of each contract and all subsequent amendments or addenda; (ii) original bids, all documents and correspondence related to the procurement and implementation of the contract, including those in support of the evaluation of bids, and the recommendation for award made to the Bank; and (iii) the payment invoices or certificates, as well as the certificates for the inspection, delivery, completion, and acceptance of goods, works, and non-consulting services.

For contracts awarded on the basis of direct contracting, the documentation shall include the justification for using the method, the technical and financial capacity of the firm, and the signed original of the contract. The Borrower shall furnish such documentation to the Bank upon request for examination by the Bank or by its consultants/auditors.

- (k) The Bank may declare misprocurement for any of the reasons provided in paragraph 1.14 of the Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers dated January 2011, including if it determines that the goods, works, or non-consulting services were not procured in accordance with the agreed procedures and methods reflected in the Loan Agreement and further detailed in the Procurement Plan to which the Bank gave its no objection, or that the contract itself is not consistent with such procedures. The Bank shall promptly inform the Borrower of the reasons for such determination.

Modifications of the Signed Contract

In the case of contracts subject to prior review, before agreeing to (a) a material extension of the stipulated time for performance of a contract; or (b) any substantial modification of the scope of services or other significant changes to the terms and conditions of the contract; or (c) any variation order or amendment (except in cases of extreme urgency) which, singly or combined with all variation orders or amendments previously issued, increase the original contract amount by more than 15% (fifteen percent); or (d) the proposed termination of the contract, the Borrower shall seek the Bank's no objection. If the Bank determines that the proposal would be inconsistent with the provisions of the Loan Agreement and/or Procurement Plan, 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.

Translations

If a contract awarded under ICB procedures is subject to prior review and is written in the National Language, the Borrower has the responsibility to furnish to the Bank an accurate translation of the bid evaluation report and the initialed draft contract in the internationally used language specified in the bidding documents (English, French, or Spanish). An accurate translation shall also be furnished to the Bank for any subsequent modifications of such contracts.

Post Review

Procurement Post Reviews (PPRs) are normally carried out by the Bank. The Borrower shall retain all documentation with respect to each contract not governed by paragraph 2 of this Appendix during project implementation and up to two (2) years after the closing date of the Loan Agreement. This documentation would include, but not limited to, the signed original of the contract and all subsequent amendments or addenda, the bids, the bid evaluation report and the recommendation for award, the payment invoices or certificates, as well as the certificates for inspection, delivery, completion and acceptance of goods, works, and non-consulting services, for examination by the Bank or by its consultants/auditors. The Borrower shall also furnish such documentation to the Bank upon request. The Bank may declare misprocurement for any of the reasons provided in paragraph 1.14 of the Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers dated January 2011, including if it determines that the goods, works, or non-consulting services were not procured in accordance with the agreed procedures and methods reflected in the Loan Agreement and further detailed in the Procurement Plan to which the Bank gave its no objection, or that the contract itself is not consistent with such procedures and methods. The Bank shall promptly inform the Borrower of the reasons for such determination. The Bank may also, depending on risks and the scope of the project (e.g., involving many small value and simple contracts), agree with the Borrower that they appoint independent entities to carry out PPRs, in accordance with terms, conditions, and reporting procedures acceptable to the Bank. In such cases, the Bank will review the reports submitted by the Borrower, and retains its right to directly conduct post reviews during project implementation as may be needed.

Change from Post Review to Prior Review

A contract whose cost estimate was below the Bank's prior review threshold indicated in the Procurement Plan shall fall under prior review if the price of the lowest evaluated bidder exceeds such threshold. All related procurement documentation already processed, including the evaluation report and recommendation for award, shall be submitted to the Bank for its prior review and no objection before the award of contract. When, to the contrary, the price

of the selected bidder falls below the prior review threshold, the prior review process shall continue. Under certain circumstances, the Bank may require the Borrower to follow a prior review process for a contract below the Bank's prior review threshold in the case of a complaint it has determined to be of a serious nature. Also, when the procurement method requires change due to higher or lower cost estimates than previously assessed, for example from NCB to ICB or inversely, the Procurement Plan shall be modified by the Borrower and submitted to the Bank for review and no objection.

Publication of the Award of Contract

The Borrower shall publish information on UNDB online for all contracts under ICB contracts and in the PhilGEPS for all contracts under NCB. Such publication shall be within two weeks of receiving the Bank's or PRDP's no objection to the award recommendation for contracts as the case maybe, and within two weeks of the Borrower's award decision for contracts subject to the Bank's post review. Publications shall include the bid, lot numbers, and the following information, as relevant and applicable for each method: (a) the name of each bidder that submitted a bid; (b) bid prices as read out at bid opening; (c) evaluated prices of each bid that was evaluated; (d) the names of bidders whose bids were either rejected as nonresponsive or not meeting qualification criteria, or not evaluated, with the reasons thereof; and (e) the name of the winning bidder, the final total contract price, as well as the duration and summary scope of the contract.

Due Diligence concerning the Bank's Sanctions Policies and Procedures

When conducting the evaluation of bids, the Borrower shall check the eligibility of bidders from the lists of firms and individuals debarred and suspended, pursuant to paragraph 1.16(d) of the Guidelines for Procurement of Goods, Works, and Non-Consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers dated January 2011 and/or paragraph 1.23(d) of the Consultants Guidelines, by the Bank that are posted on the Bank's external website. The Borrower shall apply additional due diligence by closely supervising and monitoring any on-going contract (whether under prior or post review) executed by a firm or individual which has been sanctioned by the Bank after such contract was signed. The Borrower shall neither sign any new contracts nor sign an amendment, including any extension of time for completion or a change or variation order, to an on-going contract with a suspended or debarred firm or individual after the effective date of the suspension or debarment without the Bank's prior review and no objection. The Bank will only finance additional expenditures if they were incurred before the completion date of the original contract or the completion date as revised (i) for prior review contracts, in an amendment to which the Bank has given its no objection, and (ii) for post review contracts, in an amendment signed before the effective date of suspension or debarment. The Bank will not finance any

new contract, or any amendment or addendum introducing a material modification to any existing contract that was signed with a suspended or debarred firm or individual on or after the effective date of suspension or debarment.

VII. GUIDANCE TO BIDDERS

This provides guidance to potential bidders wishing to participate in Bank-financed procurement.

Responsibility for Procurement

The responsibility for the implementation of the project, and therefore for the payment of goods, works, and non-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 are made only at the Borrower's request. The Borrower submits withdrawal application to the Bank together with required supporting documentation to demonstrate that the funds have been or are being used in accordance with the Loan Agreement and the Procurement Plan. As emphasized in paragraph 1.2 of the Guidelines for the Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by the World Bank Borrower Countries dated January 2011, the Borrower is legally responsible for the procurement. It invites, receives, and evaluates bids, and awards the contract. The contract is between the Borrower and the Supplier or Contractor. The Bank is not a party to the contract.

Bank's Role

As stated in paragraph 1.13 of the Guidelines for the Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by the World Bank Borrower Countries dated January 2011, the Bank reviews the procurement procedures, documents, bid evaluations, award recommendations, and the contract to ensure that the process is carried out in accordance with agreed procedures, as required in the Loan Agreement. In the case of major contracts, the documents are reviewed by the Bank prior to their issue. Also, if, at any time in the procurement process (even after the award of contract), the Bank concludes that the agreed procedures were not followed in any material respect, the Bank may declare misprocurement, as described in paragraph 1.14 of the Guidelines for the Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by the World Bank Borrower Countries dated January 2011, 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 bidder, the Bank may impose the applicable sanctions set forth in paragraph 1.16 of the Guidelines for the Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by the World Bank Borrower Countries dated January 2011.

The Bank has published SBDs for various types of procurement. As stated in paragraphs 2.10 and 2.12 of the Guidelines for the Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by the World Bank Borrower Countries dated January 2011, it is mandatory for the Borrower to use these documents, with minimum changes to address country- and project-specific issues. The prequalification and bidding documents are finalized and issued by the Borrower.

Information on Bidding

Information on bidding opportunities under ICB may be obtained from the General Procurement Notice and the Specific Procurement Notices as described in Advertisement of this Guidelines for the Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by the World Bank. Borrower Countries dated January 2011,. General guidance on participation, as well as advance information on business opportunities in upcoming projects, may be obtained from the World Bank website⁸⁶ as well as from the InfoShop. PADs are also available from the InfoShop and on the Bank's website upon approval of the loan.

Bidder's Role

Once a bidder receives the prequalification or bidding document, the bidder should study the documents carefully to decide if it can meet the technical, commercial, and contractual conditions, and if so, proceed to prepare its bid. The bidder should then critically review the documents to see if there is any ambiguity, omission, or internal contradiction, or any feature of specifications or other conditions which are unclear or appear discriminatory or restrictive; if so, it should seek clarification from the Borrower, in writing, within the time period specified in the bidding documents for seeking clarifications.

The criteria and methodology for selection of the successful bidder are outlined in the bidding documents, generally under Instructions to Bidders and Specifications. If these are not clear, clarification should be similarly sought from the Borrower.

In this connection, it should be emphasized that the specific bidding documents issued by the Borrower govern each procurement process, as stated in paragraph 1.1 of the Guidelines for the Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by the World Bank Borrower Countries dated January 2011. If a bidder feels that any of the provisions in the documents are inconsistent with the Guidelines, it should also raise this with the Borrower.

It is the responsibility of the bidder to raise any issue of ambiguity, contradiction, omission, etc., prior to the submission of its bid, to ensure submission of a fully responsive and compliant bid, including all the supporting documents requested in the bidding documents. Noncompliance with critical (technical and commercial) requirements will result in rejection of the bid. If a bidder wishes to propose deviations to a non-critical requirement or propose an alternative solution, it should strictly follow instructions on these aspects given in the Borrower's bidding documents in particular provisions dealing with deviations. Alternative solutions should be offered only when authorized in the bidding documents. Unless the bidding document clearly identified mandatory and non-mandatory technical and commercial requirements, the bidder assumes full responsibility that any deviations or conditions in its bid may be deemed material and result in the rejection of its bid. Once bids are received and publicly opened, bidders will not be required or permitted to change the price or substance of a bid.

Confidentiality

As stated in paragraph 2.47 of the Guidelines for the Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by the World Bank Borrower Countries dated January 2011, the process of bid evaluation shall be confidential until the publication of the award of contract. This is essential to enable the Borrower and Bank reviewers to avoid either the reality or perception of improper interference. If at this stage a bidder wishes to bring additional information to the notice of the Borrower, the Bank, or both, it should do so in writing.

Action by the Bank

Bidders are free to send copies of their communications on issues and questions with the Borrower to the Bank or to write to the Bank directly, when Borrowers do not respond promptly, or the communication is a complaint against the Borrower. All such communications should be addressed to the Task Team Leader for the project, with a copy to the Country Director for the borrowing country and to the Regional Procurement Manager.

Names of Task Team Leaders are available in the PAD.

Communications received by the Bank from potential bidders, prior to the closing date for submission of the bids, will, if appropriate, be referred to the Borrower with the Bank's comments and advice for action or response.

Communication, including complaints, received from bidders after the opening of the bids, will be handled as follows. In the case of contracts not subject to prior review by the Bank, the communication or its relevant extracts, as deemed appropriate, will be sent to the Borrower for due consideration and appropriate action. The Borrower shall provide to the Bank all relevant documentation for the Bank's review and comments. In the cases of contracts subject to the prior review process, the communication will be examined by the Bank, in consultation with the Borrower. If additional data is required to complete this process, these will be obtained from the Borrower.

If additional information or clarification is required from the bidder, the Bank will ask the Borrower to obtain it and comment 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. Communications received from bidders involving allegations of fraud and corruption may warrant a different treatment due to reasons of confidentiality. In such cases, the Bank shall apply due care and discretion in sharing with the Borrower information deemed appropriate.

Except for acknowledgment, the Bank will not enter into discussion or correspondence with any bidder during the evaluation and review process of the procurement, until the award of contract is published.

Debriefing by the Bank

As stated in paragraph 2.65 of the Guidelines for the Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by the World Bank Borrower Countries dated January 2011, 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 Borrower. If the bidder is not satisfied with the written explanation given and wishes to seek a meeting with the Bank, it may do so by addressing the Regional Procurement Manager for the Borrowing country, who will arrange a meeting at the appropriate level and with the relevant staff. The purpose of such meeting is only to discuss the bidder's bid, and neither to reverse the Bank's position that has been conveyed to the Borrower nor to discuss the bids of competitors.

VIII. GUIDELINES ON THE CONDUCT OF JOINT BID EVALUATION REPORT (BER) REVIEW

1. COMPOSITION OF THE JOINT BER REVIEW TEAM FROM NPCO, PSO AND RPCO

Component/Unit	Threshold of PSO	Threshold of NPCO
Procurement	RPCO/PSO	NPCO/PSO/RPCO
I-BUILD (as needed)	RPCO/PSO	NPCO/PSO/RPCO
I-REAP (as needed)	RPCO/PSO	NPCO/PSO/RPCO

2. GUIDELINES

- The RPCO shall be in charge of the scheduling of the joint BER review. It shall notify the concerned reviewers 7-working day notice prior to the review schedule;
- The RPCO shall request the clearances from the GGU, Finance and SES for the subprojects under review using the clearance form for No Objection Letter 2 (NOL2). Affixing of signatures of the concerned units attest that requirements are already fully met by the LGU. Alternatively, these concerned units may provide their clearances through electronic means and may not attend the joint BER review activity;
- The RPCO is expected to have initial findings and recommendations prior to the discussion during the joint BER review. If the RPCO finds major compliance required from the LGU, this should be solicited prior to the joint review activity. This initial findings shall be presented during the joint BER review activity;
- The result of the joint BER review shall be for recommendation for the issuance of No Objection Letter 2 (NOL2) to the concerned Project Director (PSO or NPD as applicable) by the Joint Review Team;
- Otherwise, the RPCO shall coordinate with LGU to comply with the comments/recommendation of the Joint Review Team. Once complied, the Joint Review Team shall recommend for the issuance of No Objection Letter 2 (NOL2);
- Teleconferencing or virtual meeting shall be explored whenever possible.

IX. RELEVANT PROCUREMENT DOCUMENTS AND FORMS

The relevant procurement documents and forms such as Public Bidding Documents (PBD) for Works and Goods Latest Edition, Request for Quotations, Abstract of Bids/Quotations, Bid Evaluation Report, et al. can be found in the modular guidelines.

REFERENCES

Guidelines Procurement of Goods, Works, and Non-consulting Services under IBRD Loans and IDA Credits & Grants by World Bank Borrowers dated January 2011

Guidelines Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers dated January 2011

Project Appraisal Document dated July 30, 2014

Loan Agreement (PRDP) dated September 8, 2014

Supreme Court Decision dated June 8, 2007 (GR Nos. 175608, 175616 and 175659)

Global Environment Facility Trust Fund Grant Agreement

MRDP CDD Procurement Manual

PRDP-GEF Guidelines

I-BUILD Operations Manual

I-REAP Manual

STEP User's Manual