

PROCUREMENT PROCEDURES
EURASIAN FUND FOR STABILIZATION AND DEVELOPMENT

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SECTION 1. GENERAL

Chapter 1. General

1.1 These Procurement Procedures of the Eurasian Fund for Stabilization and Development (“**Procedures**”) have been developed and apply in accordance with the Procurement Policy for the projects financed by the Eurasian Fund for Stabilization and Development, as approved by the Fund Council (“**Procurement Policy**”).

1.2 The Procedures contain rules that must be followed by the Recipients and Bidders/Consultants in the management and implementation of the Procurement Processes under the projects financed in whole or in part by the Fund (“**Project(s)**”).

1.3 These Procedures shall be used for the management and implementation of the Procurement Processes under the Project only if so provided in the respective Fund’s Financing Agreement, including all attachments thereto (“**Agreement**”), and in the manner provided in the Agreement.

Unless provided otherwise herein, all provisions of the Procedures shall apply in full to the relevant Procurement Processes.

If any provision of the Agreement is not in conformity with any provision of the Procedures, the provisions of the Agreement shall apply.

1.4 The provisions and requirements set forth in these Procedures in relation to the Recipients apply in the same way to other persons/entities that carry out the Procurement Processes under the Project according to the Agreement.

1.5 Except as otherwise stated, the references used in these Procedures represent references to the provisions of these Procedures.

1.6 The terms and definitions used in these Procedures shall have the same meanings as are ascribed to them in the Procurement Policy, in the Regulation on Provision of Investment Financing by the Fund and in the Regulation on Provision of Grants by the Fund, as approved by the Fund Council.

The terms which are not defined in the said documents are defined in the relevant sections of the Procedures or have the following meanings:

a) “**Expression of Interest**” means a set of documents required for participation in the Procurement of Consulting Services, which shall be prepared and submitted by the Consultant in response to the publication of the Recipient's request.

b) “**Procurement Documents**” means the documents describing procurement rules, which shall be prepared by the Recipient according to the Procedures.

c) “**Contract Award Notice**” means the information on the signing of contract shall be published as required by the Administrator on the websites of the Recipient and the Administrator.

d) “**Consulting Services**” means performing certain actions or certain activity resulting in intangible outputs (intellectual services provided in the form of advice, recommendations, expert review covering various areas of activity, etc.).

e) “**Non-Consulting Services**” means performing certain actions or certain activity for which requirements can be formulated and outputs can be evaluated on the basis of physically measurable characteristics and official or current quality standards for service delivery (such as drilling, aerial photography, satellite imagery, mapping, operation

and maintenance of facilities or plant, etc.).

f) **“Evaluated Price”** means the Bid/Proposal Price determined in accordance with the rules specified in the Procurement Documents for the purpose of comparison of Bids/Proposals.

g) **“Evaluation Report”** means the document prepared as required by the Administrator in which the Recipient shall describe in detail evaluation of Bids/Proposals submitted by Bidders/Consultants and provide its well-reasoned recommendations for Contract award.

h) **“Bid/Proposal”** means a set of documents required for participation in the Procurement Process, which shall be prepared and submitted by the prospective Bidder/Consultant according to the Procurement Documents.

i) **“Candidate for Contract Award”** means the Bidder/Consultant who meets the Eligibility criteria, who is qualified and who has submitted the substantially responsive Bid/Proposal which is determined upon completion of the evaluation process to be the Lowest Evaluated Bid/Proposal or the Top-Ranked Bid/Proposal (depending on the Procurement Method).

j) **“Works”** means performing certain activity resulting in tangible outputs (such as construction, restoration, repair, etc.).

k) **“Ranking”** means the rank of Bid/Proposal submitted by Bidder/Consultant as compared to Bids/Proposals submitted by other Bidders/Consultants to be determined under the rules specified in the Procurement Documents.

l) **“Technical Requirements”** means the minimum mandatory requirements for Goods, Works and Non-consulting Services which constitute the subject of the Procurement and set out parameters and/or consumer properties thereof.

m) **“Terms of Reference”** means the document describing the Recipient's minimum mandatory requirements for the Consulting Services and for the provider of such services.

n) **“Goods”** means any property to be procured for the purpose of the implementation of the Project.

Chapter 2. Procurement Management and Planning

2.1. For the purpose of management of Procurement Processes under the Project the Recipient shall:

2.1.1. In accordance with the laws of the Recipient, engage an organization or select the government authority/agency (**“Project Implementation Unit”** or **“PIU”**) consisting, inter alia, of qualified procurement specialists that will be responsible for the management and implementation of Procurement Processes under Project in accordance with the Fund's Procurement Policy, Agreement, these Procedures and Procurement Plan.

The PIU shall be selected by the Recipient at the Project preparation stage, in consultation with the Administrator, and shall be specified in the Agreement.

2.1.2. Prepare and adopt, in consultation with the Administrator, guidelines describing procedures for liaison between authorized agencies, Recipient's organizations and entities in the management of Procurement Processes (**“Procurement Management**

Guidelines”), either as a separate document or as a part of the Project Operational Manual.

The adoption of the Procurement Management Guidelines by the Recipient will be a condition precedent to the effectiveness of the Agreement.

2.1.3. Establish the committee(s) consisting of 3-5 competent specialists (“**Evaluation Committee**”) for review and evaluation of Bids/Proposals, adopt the rules of operation of the Evaluation Committee(s) describing functions and obligations of its members and operating procedures. If necessary, the Evaluation Committee may engage technical specialists (without the right to vote) to assist in reviewing technical aspects of documents submitted. The Evaluation Committee shall be established by the Recipient before proceeding to evaluation of Bids/Proposals.

2.2. To perform the project procurement planning activity, the Recipient shall prepare and furnish to the Administrator, as part of Application, the following documents:

- Procurement Strategy (Chapter 3 of the Procedures)
- Project Budget (Chapter 4 of the Procedures)
- Procurement Plan (Chapter 5 of the Procedures)

Chapter 3. Procurement Strategy

3.1 The Procurement Strategy shall be prepared by the Recipient in accordance with the provisions of the Procurement Policy and shall include the following:

3.1.1 The information on the key project procurement needs, such as Goods, Works and Services that need to be procured to ensure successful completion of tasks.

3.1.2 Assessment of Recipient's capacity, resources and procurement experience: whether Recipient has previous procurement experience, what procurement procedures have been used, whether current technical capacity is sufficient, whether Recipient has the required qualifications or training, etc.

3.1.3 Analysis of markets of Goods, Works and Services required for the Project: whether these markets are sufficiently developed, whether it will be possible to ensure the required level of competition in the Procurement Process, what are the world and domestic prices for the required items, what items will need to be purchased on the global market and what items can be purchased on the local market, etc.

3.1.4 Justification for the proposed procurement decisions based on the market environment analysis, interrelations between Contracts included in the Procurement Plan, selection of the standard Procurement Documents based on Recipient’s capabilities, financial capacity, etc.

3.1.5 Risk identification for the proposed procurement decisions and elaboration of mitigation measures.

Chapter 4. Project Budget

4.1 The Project Budget shall be prepared by the Recipient on the basis of the estimated amount of all Contracts to be concluded for the purposes of implementation of the Project.

4.2 The estimated amount of Contract shall be determined based on the following:

4.2.1 The estimated amount of Contract for supply of Goods, Works and Non-consulting Services shall be based on unit prices currently offered on the market for similar Goods, Works and Non-consulting Services.

4.2.2 The estimated amount of Contract for provision of Consulting Services shall be based on Recipient's assessment of the cost of resources required for the implementation of the Terms of Reference. This estimate shall include assessment of time-input (working time) for the key and supporting personnel, assessment of the cost of logistics necessary to perform the Contract, etc. The cost of staff time input shall be estimated based on unit rates given the current situation on the market of Consulting Services of a similar nature.

4.2.3 The estimated amount of Contract shall be determined (and specified in the Procurement Plan) in US Dollars.

4.2.4 The estimated amount of Contract is one of the criteria used for selection of the applicable procurement method.

4.3 During project implementation, the actual cost of the Contract may differ from the estimated cost due to price competition under bidding or selection processes, changes in the financial situation on the market and other conditions. In such event, the Recipient shall define priorities and make appropriate adjustments to the Project Budget and Procurement Plan. In case of savings additional Contracts may be added to the Procurement Plan, with the consent of the Administrator.

Chapter 5. Procurement Plan

5.1 The Procurement Plan shall be prepared by Recipient based on the Project Budget and the developed Procurement Strategy, with a breakdown by Contracts, taking into consideration the following recommendations:

5.1.1 Combining procurements of a similar nature in one Contract is likely to encourage bulk discounts and enhance efficiency of expenditures. When considering the possibility of combining the Contracts, the geographical location of Goods, Works and Services, as well as time factor, should be taken into account. For delivery to different parts of the country, it might be more reasonable to split the procurement into smaller-sized procurements and purchase Goods, Works and Services on local markets (see par. 5.1.2 below).

5.1.2 Splitting large-size procurements into smaller-sized procurements (lots) resulting in an individual Contract may attract more Bidders/Consultants (especially local) and will therefore enhance competition (for example, in case of delivery to various end recipients or in case of building a road divided into several sections).

5.1.3 The Contract that includes Goods, Works and Services of a similar nature (homogeneity of Contract) will be more attractive for Bidders/Consultants as compared with the Contract that includes diverse Goods, Works and Services. It is advisable to combine several procurements of a similar nature to be undertaken within a short time interval with the aim to obtain quantity discounts, but care should be taken in relation to the need to store surpluses.

5.1.4 The circumstances under which certain procurement methods described in Chapters 7 and 20 of the Procedures may be used shall be taken into consideration.

5.2 For each contract, Procurement Plan shall specify the following information:

- a) Number and name of the Contract (Lots, if the Contract is divided into Lots);
- b) Procurement procedure to be applied and why this will deliver the right result based on the findings of the procurement strategy;
- c) Estimated cost of Contract (Lots) according to Project Budget (in US Dollars);
- d) Title of the standard Procurement Documents;
- e) Procurement method and why this will deliver the right result based on the findings of the procurement strategy;
- f) Applicable procedure for procurement supervision by the Administrator (Prior Review or Post Review);
- g) Procurement time schedule;
- h) Actual Contract price (to be specified after the contract signing);

In addition, the Procurement Plan shall specify the following:

- i) Thresholds for Contracts defined on the basis of the Procurement Method;
- j) Ceiling amount of Contracts subject to Post Review by the Administrator;
- k) Ceiling amount of Contracts for procurement of Goods and Works above which the prequalification process (“**Prequalification**”) is required.
- l) Ceiling amount of the Contract for procurement of Consulting Services through the Selection Based on the Consultants’ Qualifications method;
- m) Other ceiling amounts (e.g. under procedures for procurement of consulting services as specified in clause 24.3).

5.3 The Procurement Plan shall be prepared by Recipient in English and in the official language of the Recipient's country, agreed with the Administrator, approved by a person authorized by the Recipient, submitted to the Administrator and published on the Recipient's website.

The Administrator shall publish the Procurement Plan in English and in Russian on its website.

The information on the estimated cost of Contracts (Lots) may be deleted from the Procurement Plan to be published, in consultation with the Administrator.

5.4 The adoption of the Procurement Plan by the Recipient in consultation with the Administrator will be a condition precedent to the effectiveness of the Agreement.

5.5 During project implementation, the Recipient shall prepare updates to the Procurement Plan (as need be, but not less than once a year). The updated Procurement Plan shall be prepared as specified in paragraph 5.3.

Chapter 6. General Procurement Notice

6.1 In order to inform business community of future project procurements, the Recipient, in consultation with the Administrator, shall prepare the General Procurement Notice in a format prescribed by the Administrator.

6.2 The General Procurement Notice shall include the information on the most important procurements to be undertaken under the Project and Recipient's contact details for further information.

The text of the General Procurement Notice shall be approved by the Administrator.

6.3 After the Agreement is signed:

a) The Recipient shall publish the General Procurement Notice in English and in the official language of the Recipient's country on its website.

b) The Administrator shall publish the General Procurement Notice on its website, in English and Russian, and in UN Development Business online (“**UDNB online**”), in English.

6.4 The Recipient shall maintain the register of prospective Bidders/Consultants who responded to the General Procurement Notice.

SECTION 2. PROCEDURES FOR PROCUREMENT OF GOODS, WORKS AND NON-CONSULTING SERVICES

Chapter 7. Selection of the Method for Procurement of Goods, Works and Non-consulting Services

7.1. The Recipient shall use the following methods for procurement of Goods, Works and Non-consulting Services:

- International Competitive Bidding (“**ICB**”)
- National Competitive Bidding (“**NCB**”)
- Shopping
- Direct Contracting
- Agreed Procedure

7.2. ICB.

7.2.1. ICB provides the most appropriate level of openness and transparency in the Procurement Process.

ICB may be used for contracts of any estimated value if there is actual international interest for this kind of procurement, and yet it is mandatory for contracts of an estimated value above the maximum estimated value of Contract stipulated in the Agreement for NCB.

7.2.2. ICB can be a single-stage or a two-stage process:

a) Single-Stage ICB shall be used where Recipient has a clear understanding of what Goods, Works or Non-consulting Services are needed.

b) Two-Stage ICB shall be used where it may be impossible or impractical for Recipient to prepare detailed technical documentation in advance. For example, when it is necessary to conclude a Contract for turnkey construction of complex sites or a Contract for design, supply and installation, or for complex and specialized works, or for development of complex information systems that are subject to rapid technology advances, etc. The first stage will help the Recipient to make the final technical decision and prepare technical requirements with clearly defined characteristics of Goods, Works or Non-consulting Services to be procured, which will be used during the second stage of bidding.

7.2.3. Before proceeding with Single-Stage and Two-Stage ICB, the Recipient, in case of complex Contracts, may use Prequalification to determine in advance the list of Bidders with qualifications, experience and resources required to perform the Contract satisfactorily. The Agreement shall stipulate the ceiling amount of Contract above which Prequalification is mandatory.

7.3. NCB shall be used where:

a) The market analysis shows that Goods, Works and Non-consulting Services are available in the Recipient's country at prices below the international market; and/or

b) The market analysis shows that there is little to no international interest; and/or

c) The required Works are scattered geographically and/or labor intensive locally and are unlikely to attract foreign Bidders.

The maximum estimated cost of the Contract under this method shall be specified

in the Agreement.

7.4. The Request for Quotations shall be used for procurement of small-value Goods, Works and Non-consulting Services. The maximum estimated cost of the Contract above which this method cannot be used shall be specified in the Agreement.

7.5. The Direct Contracting method is less competitive of all methods and shall be used exceptionally, where:

a) An existing Contract, awarded in accordance with the provisions of these Procedures, shall be extended for additional Goods, Works and Non-consulting Services of a similar nature;

b) The Goods (technologies) to be procured shall be compatible with the Goods (technologies) already used by the Recipient;

c) The required Goods (technologies) can be obtained from only one Supplier;

d) The required Non-consulting Services can be provided by only one Supplier under the laws of the Recipient's country.

e) It is necessary to ensure validity of the existing warranty obligations of the Goods supplied earlier;

f) In other cases reasonably justified by the Recipient and approved by the Administrator.

7.6. Agreed Procedures can be applied only if the use of any of the above methods is not possible or appropriate (for example, for procurement of logistics services, under framework agreements, etc.). Furthermore:

a) Shall not conflict with the Procurement Policy;

b) The possible use of Agreed Procedures shall be mentioned in the Agreement;

c) Contracts concluded under this method shall be included in the Procurement Plan approved by the Administrator;

d) The detailed description of Agreed Procedures shall be included in the Procurement Management Guidelines.

Chapter 8. Stages of Procurement of Goods, Works and Non-consulting Services

8.1 The Procurement of Goods, Works and Non-consulting Services shall include the following stages (subject to features pertaining to each method):

— Preparation of Procurement Documents (Chapter 9)

— Publication of Specific Procurement Notice (Chapter 10)

— Receipt and Opening of Bids (Chapter 11)

— Evaluation of Bids and Preparation of the Evaluation Report (Chapter 12)

— Signing of Contract (Chapter 13)

Chapter 9. Preparation of Procurement Documents

9.1 The Procurement Documents shall be prepared by the Recipient based on the standard Procurement Documents applicable to the Procurement Method and issued by the Recipient to the prospective Bidders.

9.2 The Procurement Documents shall be prepared in English and Russian (the English version shall prevail). The Recipient has the option to issue to the Bidders the version written in the official language of the Recipient's country. The Bidders are free to choose any version of the Procurement Documents and prepare their Bids and correspond with the Recipient in the corresponding language.

9.3 The Procurement Documents shall describe procedures and conditions for participation in the Procurement Process, as well as rights and obligations of Bidders and Recipients (representatives authorized by Recipients) in the Procurement Process.

9.4 The Procurement Documents shall include the following sections:

- Instructions to Bidders (paragraph 9.5)
- Financial and Qualifications Requirements for Bidders (paragraph 9.6)
- Bid Submission Forms (paragraph 9.7)
- Technical Requirements for the Subject of Procurement (paragraph 9.8)
- Draft Contract (paragraph 9.9)

9.5 Instructions to Bidders shall include, at the least, the following information:

9.5.1 The requirements for Bidder's Eligibility.

The Eligibility, the right of a person/entity to participate in the Procurement Process carried out by the Recipient, i.e. to become a Bidder, shall be determined in the Procurement Documents according to the Fund's Procurement Policy.

The Bidders may participate in the Procurement Process independently or in a joint venture with other persons/entities as specified in paragraph 9.6.2.

9.5.2 Requirements for preparation of Bids:

a) The Procurement Documents may allow the Bidder to propose alternative solutions to a problem described in the Technical Requirements (for example, where there are more than two technical solutions) or alternative payment forms and terms (for example, if Recipient permits alternative payment or delivery schedule). The Procurement Documents shall clearly state what alternative proposals will be allowed, how they will be evaluated, and how the Candidate for Contract Award will be determined.

b) It is necessary to indicate whether Bid Security (“**Bid Security**”) is required and the amount of Bid Security (it is normally a bank guarantee in the amount of about 2% of the estimated budget for the Contract);

- c) Instructions on the use of language in which the Bid should be prepared;
- d) Documents to be included in the Bid;
- e) Arrangement of the pre-bid conference (if any);
- f) Information on the currencies in which proposed prices can be expressed;
- g) Information on unconditional discounts;
- h) Other necessary information.

9.5.3 Requirements for submission of Bids:

a) Information on preparing and marking of envelopes and their content;

b) Submission procedure: date and place for submission, bid withdrawal or modification procedure, place, time and procedure for bid opening, requirements for the minutes of the bid opening, etc.

9.5.4 Bid evaluation rules (material and minor deviations from specifications, rules for correcting missing items and arithmetical errors, a method for conversion into a

single currency for bid comparison purposes, application of preferences, etc.)

9.5.5 Application of preferences in the evaluation of Bids.

In the evaluation of Bids under Procurement of Goods, the Recipient shall grant a margin of preference of 15 percent to Bids offering Goods manufactured in the Fund member states, unless stated otherwise in the Agreement. The Bidder eligible for such preference shall establish to the satisfaction of the Administrator that labor, raw material, and components from within the Fund member states will account for 30 percent or more of the price of the product offered.

In the evaluation of Bids under Procurement of Works, the Recipient shall grant a margin of preference of 7.5 percent to Bids submitted by Bidders registered in the Fund member state, unless stated otherwise in the Agreement. A joint venture may be granted such preference if it is comprised only of Bidders registered in the Fund member states.

9.5.6 Contract Award Procedure (procedure for selection of the Candidate for Contract Award, signing of Contract, submission of performance security which is normally provided in the form of irrevocable unconditional bank guarantee in the amount of about 10% of the price of the Contract awarded (“**Performance Security**”).

9.5.7 Provisions on the Recipient's right to terminate the Procurement Process

The Recipient reserves the right to terminate, in consultation with the Administrator, the Procurement Process at any procurement stage before signing the Contract without giving any explanations to Bidders. Such termination can be approved by the Administrator in the following cases:

- a) Reasonable need for changes to the Project, making the Procurement Process unnecessary;
- b) Reasonable need for principal changes to the Technical Requirements;
- c) A lack of competition;
- d) All Bids are not substantially responsive;
- e) No Bidder meets the specified qualification criteria;
- f) The lowest evaluated responsive bid substantially exceeds the estimated budget for the Contract;
- g) In other cases for which Recipient has provided a justification satisfactory to the Administrator.

In case of termination of the Procurement Process, the Recipient shall immediately return Bid Securities to Bidders if Bid Securities were submitted by Bidders pursuant to the Procurement Documents.

9.5.8 Other provisions (confidentiality, cost of bidding, etc.)

9.6 Financial and Qualifications Requirements for Bidders shall include:

9.6.1 Requirements for the Bidder to have sufficient qualifications and resources to perform the Contract by its due date and with the level of quality required, specifically:

- a) Financial requirements for the Bidder shall include: the amount of contracts involving the supply of similar Goods or performance of similar Works or Non-consulting Services which the Bidder must have completed before commencement of the Procurement Process, liquid assets, available line of credit, etc.;
- b) Qualifications requirements for Bidders shall include: experience in completion of similar Contracts involving the supply of Goods, Works, Non-consulting

Services of a comparable scale, availability of qualified personnel, equipment necessary to perform the Contract, licenses and certificates required by law.

9.6.2 Conditions under which Bidders may associate with each other. In order to obtain the necessary qualifications or meet the specified requirements, the Bidders may participate in the Procurement Process independently or in association with other bidders for the long term or for a specific Bid in the following forms:

a) Joint Venture. If the Contract is awarded to the Joint Venture, all members of the JV shall act as the parties to the Contract and shall be jointly and severally liable for the performance of the Contract. The members of the JV shall appoint one of its members to represent interests of all JV members during the Procurement Process and contract performance.

During the Procurement Process it is sufficient that the JV shall provide a letter of intent describing future rights and obligations of JV members. At the contract negotiation stage, the JV shall furnish to the Recipient the relevant agreement signed by all JV members.

b) Sub-Contracting. In case of contract award, only one Supplier can be a party to the Contract, who is responsible for proper execution of the Contract by subcontractors engaged to perform the Contract.

Unlike the Joint Venture, the subcontract does not provide for joint and severable liability of subcontractors. The lead Bidder (general contractor) is individually liable to the Recipient for the fulfillment of the provisions of the Contract.

The Recipient shall not require the Bidders to form any associations (for example, between foreign Bidders and local firms, etc.).

9.7 Bid Submission Forms

This section of the Procurement Documents shall contain forms to be completed by Bidders with prices for proposed Goods (Works or Non-consulting Services), delivery (completion) date(s), necessary financial and qualification information about the Bidder and its partners and subcontractors, bid security (if required).

9.8 Technical Requirements for the Subject of Procurement. Technical Requirements shall be so worded as to:

a) Encourage competition during the Procurement Process and at the same time to set forth clearly and precisely Goods, Works and Non-consulting Services required for the Recipient.

b) Allow Bidders to propose Goods and/or technologies from various manufacturers, except when, for example, it is necessary to ensure compatibility with the existing Goods and/or technologies of the Recipient;

c) Allow the use of international standards. Where the current international standards are not available or unacceptable, national standards may be used.

d) Avoid references to specific brand names and/or corporate standards. Where references to specific brand names and/or corporate standards are unavoidable, it should be stated that the Bidder may offer Goods of another manufacturer with similar performance characteristics.

e) Be complete, but not excessive.

f) Use the generally accepted terminology.

g) Avoid creating ambiguity and ensure transparency and consistency in the evaluation and comparison of Bids.

9.9 Draft Contract

This section of the Procurement Documents contains the draft Contract in which the Recipient shall specify all necessary terms and provisions (currency and payment terms, delivery terms under Incoterms, risks, insurance, rights and obligations of the parties, guarantees, force major, termination, etc.). The supplier who has submitted the Bid thereby agrees to the terms and conditions of Contract.

Chapter 10. Publication of Specific Procurement Notice

10.1 Once the Procurement Documents have been prepared, the Recipient shall prepare and publish on its website the Specific Procurement Notice in English, Russian and in the official language of the Recipient's country. The Specific Procurement Notice shall be prepared in the format agreed with the Administrator and shall include the information on the subject of the Procurement, date and place for submission of Bids, Recipient's contact details for further information regarding the Procurement Process and the purchase of the Procurement Documents ("**Specific Procurement Notice**").

Furthermore, the Recipient shall send the Specific Procurement Notice to firms that expressed interest in the assignment in response to publication of the General Procurement Notice.

10.2 At the same time, the Administrator shall publish the Specific Procurement Notice on its website, in English and Russian, and in UNDB online, in English.

10.3 The Recipient shall afford the Bidders sufficient time to prepare their Bids properly. This period may vary from 30 to 90 days depending on complexity of the subject of the Procurement.

Chapter 11. Receipt and Opening of Bids

11.1 Having received the Procurement Documents, the Bidders shall prepare and submit their Bids to the Recipient in the order, at the place and within the deadlines specified in the Procurement Documents.

11.2 Bids shall be opened immediately following the deadline for bid submission specified in the Procurement Documents. Bids received after the bid submission deadline shall be declared late and returned unopened to the respective Bidder.

11.3 Bids shall be opened publicly in the presence of Bidders who have acquired the Procurement Documents and who choose to attend. Bidders attending the bid opening procedure shall be given an opportunity to check that packaging of their Bids remained secure.

11.4 The following information shall be read aloud at the bid opening:

- Name of Bidder;
- Nationality of Bidder;
- Bid Price;
- Currency(ies) in which the Bid Price is expressed;
- Delivery terms under Incoterms (if applicable);

— Presence or absence of original Bid Security (if one is required by the Procurement Documents);

— Presence or absence of alternative bids and alternative payment forms and terms, if the Procurement Documents so provide;

— Presence or absence of unconditional discounts;

— Presence or absence of signatures and powers of attorney required by the Procurement Documents.

11.5 At the bid opening, the Recipient shall neither evaluate Bids, nor make any decisions on evaluation of Bids.

11.6 The Recipient shall reflect the results of bid opening in the minutes of bid opening to be prepared in English and in the official language of the Recipient's country.

11.7 The minutes of the bid opening shall be signed by:

— Recipient's representatives

— Bidders' representatives who attended the bid opening procedure

11.8 The Recipient shall send the copies of minutes of the bid opening to the Administrator and Bidders who submitted bids, within 2 (two) business days after public bid opening.

11.9 Bids not publicly opened for any reason and not included in the minutes of the public opening of Bids shall be excluded from evaluation of Bids. Discounts not read out at the bid opening, even though they are stated in the Bid, shall not be considered during evaluation.

Chapter 12. Evaluation of Bids and Preparation of the Evaluation Report

12.1 Regardless of the procurement method selected, the Recipient shall evaluate the submitted Bids (even when only one Bid is submitted).

12.2 If clarification of any aspects of the Bid is required, the Recipient may send the clarification requests to the Bidders. The Bidders shall respond substantively to these requests, however, they are not permitted to make any changes in their Bids.

12.3 The evaluation shall be carried out by Recipient's Evaluation Committee. The Recipient shall ensure that the Evaluation Committee carries out evaluation and comparison of Bids in accordance with the following stages:

a) At the first stage, the Evaluation Committee shall examine the Bids to verify their responsiveness to formal requirements set forth in the Procurement Documents (responsiveness to eligibility requirements, presence of signatures required, powers of attorney, completeness of Bid, responsiveness of Bid Security to the requirements of the Procurement Documents, etc.) and reject Bids that are non-responsive to formal requirements;

b) At the second stage, the Evaluation Committee shall examine Bids to verify their substantial responsiveness to substantial requirements set forth in the Procurement Documents (substantial responsiveness to the Technical Requirements, specified delivery terms, etc.). The Bids with the lower characteristics than those specified in the Procurement Documents shall be rejected, and Bids with the higher characteristics will have no advantages during evaluation.

c) At the third stage, the Evaluation Committee shall compare the remaining Bids to determine the Lowest Evaluated Bid, specifically:

— Convert the Bid Price into the evaluation currency specified in the Procurement Documents;

— Determine the Evaluated Price of each Bid by correcting arithmetic errors, adjusting prices in case of missing or excessive items and providing preferences;

— Ensure that prices for the proposed Goods, Works, Non-consulting Services are consistent with prices for similar Goods, Works, Non-consulting Services currently available on the market;

d) At the fourth stage, the Evaluation Committee shall evaluate qualification of the Bidder who submitted the Lowest Evaluated Bid. If it is determined based on the evaluation results that such Bidder does not meet the qualification requirements, its Bid shall be rejected, in which event the Recipient shall proceed to the next lowest evaluated Bid. In the absence of such Bid, the Recipient shall terminate the Procurement Process as specified in paragraph 9.5.7.

12.4 If the submission of alternative Bids is permitted by the Procurement Documents, and the Bidder, who became the Candidate for Contract Award, has submitted such alternative Bid, it shall be reviewed and evaluated by the Evaluation Committee. If such alternative bid meets all requirements of the Procurement Documents, and its Evaluated Price is lower than the Evaluated Price of the original Bid submitted by this Bidder, the Contract shall be awarded to this alternative Bid.

12.5 If the Contract is divided into Lots, and a Bidder is the Candidate for Contract Award in several Lots, one Contract for all Lots shall be signed with such Bidder, provided he meets combined qualification requirements.

12.6 The Contract shall be awarded and contract award notice shall be sent to the Bidder who meets the eligibility requirements, who is qualified, and who has submitted the substantially responsive Bid with the Lowest Evaluated Price. Such Bidder shall become the Candidate for Contract Award.

12.7 Upon completion of the evaluation process, the Recipient shall prepare the Evaluation Report describing in detail the evaluation of Bids submitted by Bidders and shall provide its well-reasoned recommendations for contract award.

Chapter 13. Signing of Contract

13.1 The Recipient and the Candidate for Contract Award who received the Contract Award Notice shall sign the Contract. Prior to Contract signature, the Candidate for Contract Award shall furnish the Performance Security in the form provided in the Procurement Documents. If the Candidate for Contract Award refuses or is unable to sign the Contract, the Bid Security provided by this Candidate for Contract Award shall be subject to forfeiture by the Recipient.

13.2 The Contract shall be written in the language in which the Bid of the Candidate for Contract Award was submitted. It is not permitted to sign contracts in more than one language.

13.3 Within 2 (two) business days after contract signature, the Recipient shall publish on its website the Contract Award Notice in English and in the official language of

the Recipient's country and shall furnish a copy of the signed contract to the Administrator. The Administrator shall publish the Contract Award Notice on its website, in English and Russian.

SECTION 3. FEATURES OF PROCUREMENT OF GOODS, WORKS AND NON-CONSULTING SERVICES

Chapter 14. Features of Prequalification

14.1 The Prequalification Documents shall be prepared by the Recipient in accordance with Chapter 9 of the Procedures, taking into account the following differences:

14.1.1 Under Prequalification, the Bid is called the Prequalification Application.

14.1.2 The draft Contract shall be deleted from the sections of the Procurement Documents listed in paragraph 9.4.

14.1.3 The provisions of sub-paragraph a) of paragraph 9.5.2 allowing Bidders to submit alternative bids in addition to the original Bid shall not apply.

14.1.4 The provisions of sub-paragraph b) of paragraph 9.5.2 and paragraph 9.5.6 regarding the Bid Security shall not apply.

14.1.5 The provisions of subparagraph d) of paragraph 9.5.2 regarding provision of information on currencies in which prices can be expressed and discounts shall not apply.

14.1.6 The provisions of paragraph 9.5.4 regarding bid evaluation rules shall not apply.

14.1.7 The provisions of paragraph 9.5.5 regarding preferences shall not apply.

14.1.8 The provisions of paragraph 9.5.6 regarding contract award procedure shall not apply.

14.1.9 The bid submission forms provided in paragraph 9.7 shall not include prices for the proposed Goods/Works/Non-consulting Services.

14.1.10 The provisions of paragraph 9.9 regarding draft contract shall not apply.

14.2 The Specific Procurement Notice shall be published by the Recipient according to Chapter 10.

14.3 Bids shall be submitted and opened according to Chapter 11, taking into account the following differences:

14.3.1 Bid opening procedure described in paragraphs 11.3-11.4 shall be carried out at the meeting of the Evaluation Committee, and not publicly.

14.3.2 The results of bid opening shall be reflected in the minutes of the bid opening following the procedure described in paragraph 11.5 with the only difference that minutes shall not specify the information on the bid price.

14.3.3 The provisions of paragraphs 11.7 – 11.9 regarding public opening of bids shall not apply.

14.4 The submitted bids shall be evaluated and the evaluation report shall be prepared in accordance with Chapter 12, taking into account the following differences:

14.4.1 The provisions of sub-paragraphs c) and d) of paragraph 12.3 regarding comparison of remaining bids by the Recipient in order to determine the Lowest Evaluated Bid and evaluation of qualifications of the Bidder that has submitted the Lowest Evaluated Bid shall not apply.

14.4.2 The provisions of paragraphs 12.4 – 12.7 regarding contract award procedure and preparation of the evaluation report shall not apply. Alternatively, the list of

bidders shall be compiled. Furthermore, some prospective Bidders can be qualified conditionally in case of minor deviations from requirements which can be corrected by the time of the Bidding.

14.5 The Contract shall be signed as follows:

14.5.1 The provisions of Chapter 13 shall not apply. Alternatively, the Recipient shall notify each Bidder of the results of evaluation of its Prequalification Application. The validity period for Prequalification results shall not exceed 12 months.

Chapter 15. Features of Single-Stage ICB

15.1 Single-Stage ICB shall be carried out by the Recipient in accordance with Chapters 9-13 with the only difference that Specific Procurement Notice shall not be published in case of Prequalification.

Chapter 16. Features of Two-Stage ICB

16.1 The Procurement Documents shall be prepared by Recipient in accordance with Chapter 9, taking into account the following differences. At the first stage of ICB:

16.1.1 The draft Contract shall be deleted from the sections of the Procurement Documents listed in paragraph 9.4.

16.1.2 The provisions of sub-paragraph b) of paragraph 9.5.2 and paragraph 9.5.6 regarding the Bid Security shall not apply.

16.1.3 The provisions of subparagraph d) of paragraph 9.5.2 regarding provision of information on currencies in which prices can be expressed and discounts shall not apply.

16.1.4 The provisions of paragraph 9.5.4 regarding bid evaluation rules shall not apply.

16.1.5 The provisions of paragraph 9.5.6 regarding contract award procedure shall not apply.

16.1.6 The bid submission forms provided in paragraph 9.7 shall not include prices for the proposed Goods/Works/Non-consulting Services.

16.1.7 The provisions of paragraph 9.8 shall not apply. The “Technical Requirements for the Subject of Procurement” section shall include only general information on the subject of Procurement and its key parameters (features, purpose, etc.).

16.1.8 The provisions of paragraph 9.9 regarding draft Contract shall not apply.

16.2 The Specific Procurement Notice shall be published by the Recipient according to Chapter 10, taking into account the following differences:

16.2.1 At the first stage of ICB, when a Prequalification process is used, the provisions of paragraphs 10.1 – 10.2 regarding publication of Specific Procurement Notice shall not apply.

16.3 Bids shall be submitted and opened according to Chapter 11, taking into account the following differences. At the first stage of ICB:

16.3.1 Bid opening procedure described in paragraphs 11.3-11.4 shall be carried out at the meeting of the Evaluation Committee, and not publicly.

16.3.2 The minutes of bid opening to be prepared as described in paragraph 11.5 shall not include the information on the bid price.

16.3.3 The provisions of paragraphs 11.7 – 11.9 regarding public opening of Bids shall not apply.

16.4 The submitted Bids shall be evaluated and the Evaluation Report shall be prepared by the Recipient in accordance with Chapter 12, taking into account the following differences. At the first stage of ICB:

16.4.1 The provisions of sub-paragraphs c) and d) of paragraph 12.3 regarding comparison of remaining bids by the Recipient in order to determine the Lowest Evaluated Bid and evaluation of qualifications of the Bidder that has submitted the Lowest Evaluated Bid shall not apply.

16.4.2 The provisions of paragraphs 12.4 – 12.7 regarding contract award procedure and preparation of the Evaluation Report shall not apply. Alternatively, the Recipient shall: finalize its Technical Requirements and prepare Procurement Documents for the second stage of ICB; prepare the list of Bidders who can participate in the second stage of ICB; prepare requirements for finalization of each submitted Bid (except rejected bids).

16.5 The Contract shall be signed as follows:

16.5.1 The provisions of Chapter 13 shall not apply at the first stage of ICB. Alternatively, the Recipient shall send the requirements for finalization of bids to each Bidder (except rejected bids).

16.6 The second stage of two-stage ICB shall be carried out in accordance with Chapters 9-13 with the only difference that it shall be carried out among Bidders who have successfully completed the first stage. Therefore, the publication of Specific Procurement Notice (Chapter 10) is not required.

Chapter 17. Features of NCB

17.1 The Procurement Documents shall be prepared by the Recipient in accordance with Chapter 9, taking into account the following differences:

17.1.1 The Procurement Documents shall be prepared only in the official language of the Recipient's country, rather than in English or Russian with prevailing version in English as specified in paragraph 9.2.

17.1.2 The provisions of sub-paragraph b) of paragraph 9.5.2 and paragraph 9.5.6 regarding Bid Security shall not apply. The written consent to exclusion, in case of any violations, from future procurement activities is required instead of Bid Security.

17.1.3 The provisions regarding preferences shall be deleted from the provisions of paragraph 9.5.4 regarding bid evaluation rules.

17.1.4 The provisions of paragraph 9.5.5 regarding preferences shall not apply.

17.2 The Specific Procurement Notice shall be published according to Chapter 10, taking into account the following differences:

17.2.1 The Specific Procurement Notice shall be published by the Recipient on its website, in the official language of the Recipient's country, rather than in English, Russian and in the official language of the Recipient's.

17.2.2 The provisions of paragraph 10.2 regarding publication of Specific Procurement Notice by the Administrator shall not apply.

17.2.3 The time allowed to Bidders by Recipient to prepare their Bids shall not vary from 30 to 90 days as specified in paragraph 10.3, and it shall normally be up to 30 days.

17.3 Bids shall be submitted and opened according to Chapter 11.

17.4 The submitted bids shall be evaluated and the evaluation report shall be prepared according to Chapter 12.

17.5 The Contract shall be signed according to Chapter 13.

Chapter 18. Features of Shopping

18.1 The Procurement Documents under the Shopping procedure shall be prepared by the Recipient in accordance with Chapter 9, taking into account the following differences:

18.1.1 The Bid is called the Quotation. The Procurement Documents are called the Request for Quotations.

18.1.2 The language of the Procurement Documents (Request for Quotations) shall be either English only or the official language of the Recipient's country only, depending on the list of the selected Bidders, rather than English and Russian with the prevailing version in English, as specified in paragraph 9.2.

18.1.3 The Procurement Documents (Request for Quotations) shall include sections specified in paragraph 9.4.

18.1.4 The provisions of paragraph 9.5.2 regarding requirements for preparation of Bids (Request for Quotations) shall not apply.

18.1.5 The provisions regarding preferences shall be deleted from the provisions of paragraph 9.5.4 regarding bid (quotation) evaluation rules.

18.1.6 The provisions of paragraph 9.5.5 regarding preferences shall not apply.

18.1.7 The provisions regarding Performance Security shall be deleted from the provisions of paragraph 9.5.6 regarding Contract Award procedure.

18.1.8 The provisions regarding Bid Security shall be deleted from the provisions of paragraph 9.5.7 regarding the Recipient's right to annul the Procurement Process.

18.2 The Specific Procurement Notice shall be published by the Recipient according to Chapter 10, taking into account the following differences:

18.2.1 The provisions of paragraphs 10.1 – 10.2 regarding publication of Specific Procurement Notice by Recipient on its website and publication of Specific Procurement Notice by Administrator may not apply if there is no need for it. In this case, the Recipient shall request Bids (Quotations) from suppliers known to the Recipient.

18.2.2 The time allowed to Bidders by Recipient for preparation of their Bids (Quotations) shall not vary from 30 to 90 days as specified in paragraph 10.3, and it shall normally be from 14 to 30 days.

18.3 Bids (Quotations) shall be submitted and opened according to Chapter 11, taking into account the following differences:

18.3.1 Bids (Quotations) shall be submitted according to paragraphs 11.1 - 11.3 with the only difference that if three Bids (Quotations) were not submitted by the deadline, the submission deadline may be extended, and the request may be sent to additional prospective suppliers.

18.3.2 Bid (Quotation) opening procedure described in paragraphs 11.3-11.4 shall be carried out at the meeting of the Evaluation Committee, and not publicly.

18.3.3 The provisions of paragraphs 11.7 – 11.9 regarding public opening of Bids shall not apply.

18.4 The submitted Bids (Quotations) shall be evaluated and the evaluation report shall be prepared in accordance with Chapter 12.

18.5 The Contract shall be signed according to Chapter 13.

Chapter 19. Features of Direct Contracting

19.1 The Procurement Documents shall be prepared by the Recipient in accordance with Chapter 9, taking into account the following differences:

19.1.1 The language of the Procurement Documents shall be either English only or the official language of the Recipient's country only, depending on the list of the selected Bidders, rather than English and Russian with the prevailing version in English, as specified in paragraph 9.2.

19.1.2 The Procurement Documents shall include sections specified in paragraph 9.4.

19.1.3 The provisions of paragraph 9.5.2 regarding requirements for preparation of Bids shall not apply.

19.1.4 The provisions of paragraph 9.5.4 regarding bid evaluation rules shall not apply.

19.1.5 The provisions of paragraph 9.5.5 regarding preferences shall not apply.

19.1.6 The provisions regarding Bid Security shall be deleted from the provisions of paragraphs 9.5.6 and 9.5.7 regarding the Recipient's right to terminate the Procurement Process.

19.2 The Specific Procurement Notice shall be published by the Recipient according to Chapter 10, taking into account the following differences:

19.2.1 The provisions of paragraphs 10.1 - 10.2 regarding publication of Specific Procurement Notice shall not apply.

19.2.2 The time allowed to Bidders by Recipient for preparation of their Bids shall not vary from 30 to 90 days as specified in paragraph 10.3, and it shall be determined by agreement between the parties.

19.3 Bids shall be submitted and opened according to Chapter 11, taking into account the following differences:

19.3.1 The Bids shall be submitted following the request for Bid from one supplier known to the Recipient, rather than using the procedure described in paragraphs 11.1 - 11.2.

19.3.2 Bid opening procedure described in paragraphs 11.3-11.4 shall be carried out at the meeting of the Evaluation Committee, and not publicly.

19.3.3 The provisions of paragraphs 11.7 – 11.9 regarding public opening of Bids shall not apply.

19.4 The submitted Bids shall be evaluated and the Evaluation Report shall be prepared in accordance with Chapter 12, taking into account the following differences:

19.4.1 The provisions of sub-paragraph c) of paragraph 12.3 regarding evaluation of Bid at the third stage shall apply with the only difference that Bid shall be evaluated to check that it is consistent with market prices.

19.5 The Contract shall be signed according to Chapter 13.

SECTION 4. PROCEDURES FOR PROCUREMENT OF CONSULTING SERVICES

Chapter 20. Selection of the Method of Procurement of Consulting Services

20.1 The Recipient shall use the following methods for procurement of Consulting Services:

20.1.1 Quality and Cost-Based Selection. It is used for implementation of complex assignment that require innovative approaches to be developed and applied with high quality, which is critical to the Project. The balance between qualitative indicators of the Consultant's Proposal and its cost allows the Recipient to ensure effective use of resources. The supremacy of quality over cost is achieved by introducing weights. Consequently, the weight of technical indicators is higher than the weight of the cost of service (ratio of 80% to 20% respectively is normally used).

20.1.2 Least-Cost Selection. It is used when it is necessary to find the consultant to perform the assignment of a standard or routine nature, such as audits, engineering design of noncomplex works and so forth, where well-established practices and standards exist.

20.1.3 Selection based on Qualifications. It is used in the selection of the Service Provider for simple assignments with a low budget. The maximum estimated cost of the Contract under this selection method shall be specified in the Agreement.

20.1.4 Single-Source Selection (contracting without competition). It can be used in the following cases:

- for assignments that represent a natural continuation of services provided earlier by the same service provider;

- when only one service provider is qualified or has experience of exceptional worth for the Terms of Reference;

- the required Consulting Services can be provided by only one service provider under the laws of the Recipient's country.

- in other cases reasonably justified by the Recipient and approved by the Fund Council.

20.1.5 Selection of Individual Consultants (physical persons). It is used for the implementation of the assignments with a low budget for which a team of multidisciplinary experts and serious office support are not required.

20.1.6 Agreed Procedures. They are used upon the agreement with the Administrator in situations where for whatever reason none of the above mentioned methods can be applied (for example, for educational and training activities, under framework agreements, etc.), subject to the following conditions:

- They do not conflict with the Procurement Policy;

- The use of the Agreed Procedures shall be mentioned in the Appendix to the Agreement regulating the project procurement issues;

- The relevant procurement packages shall be included in the Procurement Plan;

- The detailed description of the Agreed Procedures shall be included in the respective Project Implementation Manual (or Procurement Management Guidelines) approved by the Administrator.

Chapter 21. Stages of Procurement of Consulting Services

21.1 The Procurement of Consulting Services shall include the following stages (subject to features pertaining to each method):

- Preparation of the Terms of Reference (Chapter 22)
- Determination of the estimated amount of Contract (Chapter 23)
- Preparation and publication of the Request for Expressions of Interest (Chapter 24)
- Preparation of the list of Consultants (Chapter 25)
- Preparation and issuance of Procurement Documents (Chapter 26)
- Preparation and Submission of Proposals (Chapter 27)
- Receipt and Opening of Proposals (Chapter 28)
- Evaluation of the technical part of Proposals (“**Technical Proposal**”) and preparation of the Technical Evaluation Report (Chapter 29)
- Opening of the financial part of Proposals (“**Financial Proposal**”) (Chapter 30)
- Combined evaluation of Proposals and preparation of the final report (Chapter 31)
- Contract negotiations and contract signing (Chapter 32)

Chapter 22. Preparation of the Terms of Reference

22.1 The Terms of Reference shall provide a clear and summarized information for the Consultant on the Consulting Services to be provided (objective of the assignment), actions to be performed (scope of the assignment) and expected outputs of the Consulting Services. The Terms of Reference shall be prepared based on the following key principles:

a) Completeness. The Terms of Reference shall be complete, i.e. include all necessary information to enable the Consultants to prepare their Proposals satisfactorily. They shall provide the information required for proper calculation of the price of the Consultant's Proposal at the proposal preparation stage. If it is planned to provide any resources (for example, office support, transportation, etc.) to the Consultant, this information shall also be included in the Terms of Reference.

b) Simplicity. The Terms of Reference shall not provide more information than required and shall be structurally logical and clearly written. The Terms of Reference shall use the generally accepted terminology and shall not create prerequisites for ambiguous interpretation of any of its provisions. However, the Terms of Reference should not be too detailed, so that the Consultants may propose their own approaches and methodology.

c) Monitoring. The Terms of Reference shall clearly and explicitly define the key tasks to be performed by the Consultant. This provision is a key to receiving high-quality Proposals and to avoiding problems during the contract negotiations and signing. Furthermore, clearly defined tasks will help the Recipient to monitor contract performance.

Chapter 23. Determination of the Estimated Amount of Contract

23.1 The determination of the estimated amount of Contract is necessary for

updating the Procurement Plan, checking the applicability of the selection method (in case of Selection Based on Qualifications), indicating the estimated amounts or the estimated time-input in the Procurement Documents. The estimated amount of Contract shall be determined according to Chapter 4.

Chapter 24. Preparation and Publication of the Request for Expressions of Interest

24.1 The Request for Expressions of Interest is aimed to inform the community of consultants about the Recipient's intention to select the consultant to perform the specific assignment.

24.2 The Request for Expressions of Interest shall be prepared in the format agreed with the Administrator and shall include the name of the assignment and its brief description, date and place for submission of the Expressions of Interest, evaluation criteria and contact details of the Recipient.

24.3 The Recipient shall publish the Request for Expressions of Interest on its website, in English and in the official language of the Recipient's country. The Administrator shall publish the Request for Expressions of Interest on its website, in English and Russian. If the Estimated Amount of the Consulting Services to be procured is higher than the amount stipulated in the Agreement, the Administrator shall publish the Request for Expressions of Interest in UNDB online, in English.

24.4 No less than 14 (fourteen) calendar days from date of the last publication shall be provided in the Request for Expressions of Interest for submission of the Expressions of Interest.

Chapter 25. Preparation of the List of Consultants

25.1 After the deadline for the submission of the Expressions of Interest, the Recipient shall prepare the list of Consultants and include all Consultants having expressed interest in response to the Request for Expressions of Interest (“**Long List**”).

25.2 Once the Long List is finalized, the Recipient shall prepare the list of Consultants most suitable for the assignment (“**Short List**”) based on the following procedure.

25.2.1 The Short List shall be prepared by the Evaluation Committee through evaluation of the Expressions of Interest based solely on the criteria established by the Recipient in the Request for Expressions of Interest. The Expressions of Interest submitted by the following Consultants must be rejected:

- a) Consultants who lack sufficient experience in similar assignments or who failed to propose adequate personnel;
- b) Individual Consultants;
- c) Ineligible Consultants.

25.2.2 The Short List may comprise maximum six Consultants whose Expressions of Interest achieved the highest score. For Contracts with the estimated amount not exceeding the amount stipulated in paragraph 24.3 of the Agreement, the Short List may comprise entirely the Consultants registered in the Recipient's country.

25.3 The deadline for submission of the Expressions of Interest shall be flexible. The Expressions of Interest submitted after the deadline but before the finalization of the

Short List may be also considered, if necessary, by the Recipient.

25.3.1 Once the Short List is finalized, the Recipient shall prepare the report on the preparation of the Short List reflecting all key decisions made during the review of the Expressions of Interest.

25.4 The Recipient shall send the appropriate notification to the Consultants not included in the Short List.

Chapter 26. Preparation and Issuance of Procurement Documents

26.1 The Recipient shall prepare and issue the Procurement Documents to the short-listed Consultants that shall include:

- Instructions to Consultants (paragraph 26.3)
- Submission Forms for Technical and Financial Proposals (paragraph 26.4)
- Terms of Reference (paragraph 22.1)
- Draft Contract (paragraph 26.5)

26.2 The Procurement Documents shall be prepared by the Recipient in English. The Recipient may also issue the version in the official language of the Recipient's country or in Russian (the English version shall prevail). The Consultant is free to choose any version of the Procurement Documents and prepare their Proposals and correspond with the Recipient in this language.

26.3 The Instruction to Consultants shall include all information necessary for preparation of Proposals, formatting rules, deadline for submission of Proposals (from 30 to 60 days depending on the complexity of the assignment), address for public opening of Proposals, methodology for evaluation of Technical and Financial Proposals and selection of the Candidate for Contract Award, specifically:

- Minimum technical score which the Proposal should achieve to be determined as having the appropriate quality;
- Weight assigned as a result of evaluation of Technical and Financial Proposals; 80% to 20% ratio is normally used, respectively, however, the weight of financial evaluation can be increased up to 50% for simple assignments (for example, financial audit) and reduced to 0% for very important assignments.

26.4 The proposal submission forms shall include sections to be completed with the information about the Consultant, experience in similar assignments, comments and suggestions on the Terms of Reference, suggestions on implementation schedule and staff engaged, remuneration rates and reimbursable expenses, total cost of services and breakdown of cost by tasks.

26.5 The type of Contract shall depend on the nature of the assignment:

a) Lump-Sum Contracts. This type of contract is used where the scope and the duration of the services and the output of the assignment are clearly defined. The Terms of Reference are normally divided into stages. Each stage is deemed to be completed once the Consultant has completed the relevant part (stage) of the assignment and provided the progress report. If the terms and conditions of Contract are met, the parties shall sign the acceptance certificate that will serve as the basis for the payment of the relevant part (stage) of services under the Contract.

b) Time-Based Contracts. This type of contract is used when it is difficult to

clearly define the scope and the duration of the services (the implementation of the Terms of Reference depends on the third party, or the services are not regularly required, or the scope of services is so uncertain that it is difficult to define the input required from the Consultant and the exact price of the Contract.) The payment to the Consultant shall be made with a certain periodicity depending on actual time spent and actual expenses (so called reimbursable expenses). The Consultant shall furnish to the Client the reports on works completed and financial reports indicating the actual time spent by each expert and expenses incurred during this period by the Consultant (for example, rent, travel and transportation expenses, communications, etc.). If the terms and conditions of Contract are met, the parties shall sign the acceptance certificate, and the Recipient shall make payment.

Chapter 27. Preparation and Submission of Proposals

27.1 The Consultant shall prepare the Proposal as required by the Procurement Documents and submit it at the address and date specified in the Procurement Documents.

27.2 The Consultant's Proposal shall consist of two parts - Technical and Financial Proposal - each one shall be placed in a separate envelope, and then both separate envelopes shall be placed into one outer envelope.

27.3 The Technical Proposal shall not include any financial information. Otherwise, such Proposal will be rejected.

27.4 The Consultant may request clarifications of the Procurement Documents, if necessary. The Consultant may attend the conference of Consultants - general meeting of the short-listed Consultants - to be organized by the Recipient in order to provide clarifications, if the Procurement Documents so provide.

Chapter 28. Receipt and Opening of Proposals

28.1 Having received the Procurement Documents, the Consultants shall prepare and submit their Proposals to the Recipient in the order, at the place and within the deadlines specified in the Procurement Documents.

28.2 Proposals shall be opened immediately following proposal submission deadline specified in the Procurement Documents. Proposals received after proposal submission deadline shall be declared late and returned unopened to the respective Consultant.

28.3 Proposals shall be opened publicly in the presence of Consultants who have acquired the Procurement Documents. Consultants attending the public opening procedure shall be given an opportunity to check that packaging of their Proposals remained secure.

28.4 The following shall be opened at the proposal opening procedure:

- Outer envelope with Technical and Financial Proposal
- Envelope with Technical Proposal

28.5 Envelop with Financial Proposal shall not be opened and shall be deposited with the Recipient. Members of the Evaluation Committee shall not have access to the Consultant's Financial Proposals.

28.6 The following information shall be read aloud at the opening of Proposals:

- Name of Bidder

- Nationality of Bidder
- Presence or absence of signatures, powers of attorney, etc. as required by the Procurement Documents

28.7 At the opening of Proposals, the Recipient shall neither evaluate Proposals, nor make any decisions on evaluation of Proposals.

28.8 The Recipient shall reflect the results of opening in the minutes of proposal opening to be prepared in English and in the official language of the Recipient's country.

28.9 The minutes of the proposal opening shall be signed by:

- Recipient's representatives
- Consultants' representatives who attended the proposal opening procedure

28.10 The Recipient shall send the copies of the minutes of opening of Technical Proposals to the Administrator and Consultants who submitted Proposals, within 2 business days after public opening of Proposals.

28.11 Proposals not publicly opened for any reason and not included in the minutes of the public opening of Proposals shall be excluded from evaluation of Proposals.

Chapter 29. Evaluation of Technical Proposals and Preparation of Technical Evaluation Report

29.1 Technical Proposals shall be evaluated by the Evaluation Committee (“**Technical Evaluation**”) as follows:

a) Each member of the Evaluation Committee shall receive copies of all Technical Proposals and evaluate them independently from others. Technical Evaluation shall be carried out solely based on criteria and sub-criteria specified in the Procurement Documents.

b) If the Consultant's Proposal includes unclear or inaccurate information, it shall be evaluated as understood by the members of the Evaluation Committee. The Consultants shall not be asked for clarification of their Proposals, in which case the Consultant may try to correct or improve its Proposal, thus changing the total score and/or Ranking of its Proposal.

c) The technical score of each Technical Proposal shall be calculated by averaging individual scores assigned by the members of the Evaluation Committee (“**Technical Score**”).

d) If there is a substantial discrepancy between individual scores assigned by the members of the Evaluation Committee during Technical Evaluation, the meeting of the Evaluation Committee should be held to identify the reasons of such discrepancy. Upon the completion of such meeting, individual scores of the Technical Evaluation shall be adjusted, if necessary.

29.2 If the Technical Score of the Proposal does not exceed threshold specified in the Procurement Documents, such Proposal shall be rejected. The Financial Proposal of this Consultant shall be returned unopened after evaluation and award of Contract.

29.3 The results of the Technical Evaluation shall be reflected in the Technical Evaluation Report to be prepared in the format agreed with the Administrator. Technical Evaluation Report shall include the description of advantages and disadvantages of each Technical Proposal based on the specified criteria, tables with Technical Scores of each

Technical Proposal, evaluation sheets of all members of the Evaluation Committee.

29.4 Upon completion of Technical Evaluation and preparation of the Technical Evaluation Report, the Recipient shall issue the Invitation for Opening of Financial Proposals to the Consultants whose Proposals exceeded the minimum Technical Score.

Chapter 30. Opening of Financial Proposals

30.1 Financial Proposals shall be opened not earlier than 10 (Ten) business days after the invitation to the opening of Financial Proposals has been sent to the Consultants. However, this time period may be reduced by written agreement of all Consultants who submitted Proposals.

30.2 Financial Proposals shall be opened publicly in the presence of all Consultants whose Technical Proposals have achieved the average score above or equal to a threshold specified in the Procurement Documents.

30.3 Consultants attending the public opening of Financial Proposals shall be given an opportunity to inspect Financial Proposals to make sure that they have remained sealed.

30.4 The following information shall be read aloud at the opening of Financial Proposals:

- Name of Consultant
- Nationality of Consultant
- Average score of Technical Proposal
- Cost of Proposal specified in Financial Proposal
- Discounts offered, if any

30.5 At the opening of Financial Proposals, the Recipient shall neither evaluate Proposals, nor make any decisions.

30.6 The Recipient shall reflect the results of public opening in the minutes of opening of Financial Proposals to be prepared in English and in the official language of the Recipient's country.

30.7 The minutes of opening of Financial Proposals shall be signed by:

- Recipient's representatives
- Consultants' representatives who attended the opening of Financial Proposals

30.8 Within 2 (Two) business days after opening of Financial Proposals, the Recipient shall send copies of the minutes of opening of Financial Proposals to the Administrator and to Consultants who submitted Proposals.

30.9 Proposals not publicly opened for any reason and not included in the minutes of the public opening of Financial Proposals shall be excluded from evaluation. Discounts not read out at the opening, even though they are stated in the Proposal, shall not be considered during evaluation.

Chapter 31. Combined Evaluation of Proposals and Preparation of the Final Report

31.1 Financial Evaluation of each submitted Proposal shall be carried out by dividing the price of the Proposal with the Lowest Evaluated Price by the price of this

Proposal. Thus, the Proposal with the Lowest Evaluated Price will achieve the highest financial score (“**Financial Score**”).

31.2 The combined evaluation is aimed to determine the final score for each submitted Proposal and prepare their Ranking. The final score shall be calculated as the sum of Technical and Financial Scores, taking into account their weightings. Upon completion of the combined evaluation, the Recipient shall prepare the final Evaluation Report in the format developed by the Administrator.

31.3 The Consultant whose Proposal has achieved the highest total score shall become the Candidate for Contract Award and shall be invited for contract negotiations.

Chapter 32. Contract Negotiations and Contract Signing

32.1 During contract negotiations, whether in person or in correspondence, the Recipient and the Candidate for Contract Award shall finalize, if necessary, the Terms of Reference, the methodology for implementation of the Terms of Reference proposed by the Consultant, information and material resources to be provided by the Recipient for implementation of the Terms of Reference (if necessary), and special conditions of Contract. These discussions shall not substantially alter the original scope of Services specified in the Terms of Reference or the terms of the Contract, lest the quality of the final product, its price, and the relevance of the total score be affected. Major reductions in work inputs and other resources should not be made solely to meet the estimated cost of Contract or available budget. The final Terms of Reference and the agreed methodology shall be incorporated in the “Description of Services” section of the Contract.

32.2 The selected Consultant should not be allowed to substitute key experts specified in its Proposal, except in cases of dismissal, long-term illnesses or death of an expert. In these cases, the experts proposed for substitution shall have qualifications equal to or better than the key experts initially proposed. Otherwise, the Consultant may be disqualified and the negotiation process continued with the second ranked Consultant.

32.3 During negotiations of the financial component of the Contract, the Recipient shall provide clarification of the Consultants’ tax liability in the Recipient’s country (if any) and how this tax liability has been or would be reflected in the Contract. The staff rates and reimbursable expenses specified by the Consultants in their Proposals shall normally not be revised.

32.4 After negotiations are successfully completed, the parties shall sign the Contract. Failing that, negotiations with this candidate shall be terminated, and the next ranked Consultant shall be invited by the Recipient for contract negotiations.

32.5 The Contract with the Candidate for Contract Award shall be written in the language in which its Proposal was submitted. It is not permitted to sign contracts in more than one language.

32.6 After contract signature, the Recipient shall publish on its website the Contract Award Notice in English and in the official language of the Recipient's country and shall furnish a copy of the signed Contract to the Administrator. The Administrator shall publish this information in English and Russian on its website.

SECTION 5. FEATURES OF VARIOUS METHODS FOR PROCUREMENT OF CONSULTING SERVICES

Chapter 33. Features of Quality- and Cost-Based Selection

Quality- and Cost-Based Selection shall be carried out in full conformity with Chapters 22-32.

Chapter 34. Features of Least-Cost Selection

Least-Cost Selection shall be carried out in full conformity with Chapters 22-32 with the only difference that in combined evaluation described in Chapter 31 the Proposal with the lowest price shall be selected among responsive Proposals with Technical Score not below the threshold, and the Consultant who has submitted this Proposal shall be determined as the Candidate for Contract Award.

Chapter 35. Features of Selection Based on the Consultants' Qualifications

35.1 The Terms of Reference shall be prepared according to Chapter 22.

35.2 The estimated amount of Contract shall be determined according to Chapter 23.

35.3 The Request for Expressions of Interest shall be prepared and published according to Chapter 24.

35.4 The list of Consultants shall be prepared according to Chapter 25 with the only difference that evaluation of the submitted Expressions of Interest shall be carried out to determine the best qualified Consultant who will become the Candidate for Contract Award, and not with the aim to prepare the Short List.

35.5 The Procurement Documents shall be prepared and issued according to Chapter 26, taking into account the following differences:

Procurement Documents:

- a) shall not include the provisions on evaluation of Proposals;
- b) shall be sent to one Consultant selected in accordance with paragraph 35.4;
- c) The deadline for preparation of the Proposal may be agreed between the

Recipient and the Consultant.

35.6 The Proposal shall be prepared and submitted by the Candidate for Contract Award in accordance with Chapter 27 with the only difference that Technical and Financial Proposals may be placed in one envelop.

35.7 Proposals shall be submitted and opened according to Chapter 28 with the only difference that:

35.7.1 Opening of proposals described in paragraphs 28.3 - 28.4 shall be carried out at the meeting of the Evaluation Committee, and not publicly.

35.7.2 Technical and Financial Proposals shall be opened at the same time.

35.8 Technical Proposals shall be evaluated according to Chapter 29, taking into account the following differences:

- a) Technical score shall not be calculated;

b) The evaluation shall be carried out to determine that Proposal is responsive to the Terms of Reference and to confirm that the Candidate for Contract Award adequately understands the Recipient's requirements.

c) The evaluation of Financial Proposal shall be carried out simultaneously to determine that proposed price is consistent with market prices and allocated budget.

35.9 The provisions of Chapter 30 regarding opening of Financial Proposals shall not apply.

35.10 The provisions of Chapter 31 regarding combined evaluation and preparation of the final report shall not apply.

35.11 Contract negotiations and signing shall follow the procedure described in Chapter 32 with the only difference that while negotiating the financial component of the Contract described in paragraph 32.2, it is possible to discuss (bargain over) staff unit rates and other prices proposed by the Consultant.

Chapter 36. Features of Single-Source Selection

Under Single-Source Selection the Contract shall be concluded without competition with the Consultant selected based on one of the criteria specified in paragraph 20.1.4. The Procurement Process shall include the following stages:

36.1 The Terms of Reference shall be prepared according to Chapter 22.

36.2 The estimated amount of Contract shall be determined according to Chapter 23.

36.3 The provisions of Chapter 24 regarding preparation and publication of the Request for Expressions of Interest shall not apply.

36.4 The provisions of Chapter 25 regarding the preparation of the list of Consultants shall not apply.

36.5 The Procurement Documents shall be prepared and issued according to Chapter 26, taking into account the following differences:

Procurement Documents:

a) Shall not include the provisions on evaluation of Proposals;

b) Shall be sent to one Consultant selected in accordance with paragraph 20.1.4;

c) The deadline for preparation of the Proposal may be agreed between the Recipient and the Consultant.

36.6 The Proposal shall be prepared and submitted by the Candidate for Contract Award in accordance with Chapter 27 with the only difference that Technical and Financial Proposals may be placed in one envelop.

36.7 The Proposals shall be received and opened in accordance with Chapter 28 with the only difference that opening of Proposals described in paragraph 28.4 shall be carried out at the meeting of the Evaluation Committee, not publicly, and Technical and Financial Proposals shall be opened at the same time.

36.8 Technical Proposal shall be evaluated by the Recipient according to Chapter 29, taking into account the following differences:

a) Technical score shall not be calculated;

b) The evaluation is aimed to determine that Proposal is responsive to the

Terms of Reference and to confirm that the Candidate for Contract Award adequately understands the Recipient's requirements.

c) The evaluation of Financial Proposal shall be carried out simultaneously to determine that proposed price is consistent with market prices and allocated budget.

36.9 The provisions of Chapter 30 regarding opening of Financial Proposals shall not apply.

36.10 The provisions of Chapter 31 regarding combined evaluation and preparation of the final report shall not apply.

36.11 Contract negotiations and signing shall follow the procedure described in Chapter 32 with the only difference that while negotiating the financial component of the Contract described in paragraph 32.2, it is possible to discuss (bargain over) staff unit rates and other prices proposed by the Consultant.

Chapter 37. Features of Selection of Individual Consultants

37.1 The Terms of Reference shall be prepared according to Chapter 22.

37.2 The estimated budget of Contract shall be determined according to Chapter 23.

37.3 The Request for Expressions of Interest shall be prepared and published according to Chapter 24, taking into account the following differences:

37.3.1 Under the Selection of Individual Consultants, the Expression of Interest is called the CV, the Request for Expressions of Interest is called the Request for CVs.

37.3.2 If the foreign individual consultant with international experience is required, the Recipient shall publish the Request for Expressions of Interest (Request for CVs) on its website, in English and in the official language of the Recipient's country (the English version shall prevail), and the Administrator shall publish it on its website, in English and Russian, and in UNDB online, in English.

37.4 The list of Consultants shall be prepared according to Chapter 25 with the only difference that evaluation of the submitted Expressions of Interest (CVs) will be carried out to determine the best qualified Consultant who will become the Candidate for Contract Award, and not with the aim to prepare the Short List. Furthermore:

37.5 The Expressions of Interest (CVs) submitted by individual consultants shall be evaluated based on the following criteria:

- General qualifications and experience;
- Qualifications and experience in the area of the required Consulting Services;
- Experience in the region and knowledge of the language of the Recipient's country.

37.6 The provisions of paragraph 25.4 regarding issuance of notifications to Consultants not included in the short list shall not apply.

37.7 The provisions of Chapter 28 regarding public opening of Financial Proposals shall not apply.

37.8 The provisions of Chapter 29 regarding combined evaluation and preparation of the final report shall not apply.

37.9 Contract negotiations and contract signing shall be in accordance with Chapter 32, taking into account the following differences:

37.9.1 When negotiating the financial components of the Contract described in paragraph 32.2, it is possible to discuss (bargain over) staff unit rates and other prices proposed by the Consultant.

37.9.2 The provisions on publication of the Contract Award Notice described in paragraph 32.6 are not mandatory.

SECTION 6. BIDDER/CONSULTANT COMPLAINT AGAINST RECIPIENT

Chapter 38. Procedure for Bidder/Consultant Complaint against Recipient

38.1 The Bidder/Consultant reserves the right to send to the Recipient, with a copy to the Administrator, the complaints against Recipient's actions (or inactions), violating, in the judgment of the Bidder/Consultant, the provisions of these Procedures or the Fund's Procurement Policy ("**Complaints**").

38.2 The Complaints shall be based on reliable information and shall be aimed to remedy or prevent violations.

38.3 No Complaints aimed to delay or disrupt the Procurement Process or give advantages to a particular Bidder/Consultant shall be permitted. The Bidder/Consultant submitting such Complaints or providing knowingly false information may be declared ineligible for participating in the Procurement Processes carried out by the Recipient.

38.4 The Recipient who has received the Complaint shall examine the information provided and, in consultation with the Administrator, respond to the Bidder/Consultant's Complaint.

38.5 Since the Administrator is not the initiator of the Procurement Process, except for acknowledgment of the Complaint, the Administrator will not enter into discussion or correspondence with any Bidder/Consultant during the selection and review process, until the Contract Award Notice is published. After publication of such notice, if the Bidder/Consultant is not satisfied with the explanation given by the Recipient, the Administrator can arrange a meeting at the request of this Bidder/Consultant in order to provide necessary clarifications. The purpose of such meeting is only to discuss the Bidder's Bid/Consultant's Proposal, and not to discuss the Bids/Proposals submitted by other Bidders/Consultants.

SECTION 7. PROCUREMENT SUPERVISION

Chapter 39. Supervision of Procurement Planning

39.1 The Administrator shall check that Recipients comply with the provisions of these Procedures and Procurement Policy related to scheduling of Procurement financed by the Fund.

39.2 Monitoring/supervision of procurement planning processes shall be performed by the Administrator with respect to the following documents:

- Procurement Strategy and all subsequent revisions and amendments
- Procurement Plan and its updated versions
- General Procurement Notice

Adoption and publication of these documents by the Recipient is permitted only after obtaining the Administrator's no-objection.

Chapter 40. Monitoring of Procurement Processes and Contract Performance

40.1 The Administrator shall check that Recipients comply with the provisions of these Procedures and the terms and conditions of Contracts financed by the Fund.

40.2 Monitoring/supervision of the Procurement Processes and Contract performance shall be performed by the Administrator in the form of Prior or Post Review as follows:

40.2.1 Under Prior Review of Procurement Process carried out by Recipient, each consecutive step can be taken by Recipient only after the Administrator's review and approval of the appropriate documents. In such event, the Administrator shall inform the Recipient of its no-objection to Recipient's further actions.

40.2.2 Under Post Review, the Recipient shall carry out the Procurement Process on his own, without seeking and obtaining approvals from Administrator. However, Administrator shall periodically check that Recipient and Bidders/Consultants comply with the agreed rules and procedures.

40.3 The Agreement shall specify applicable Procurement Methods and define ceilings for estimated amounts of Contracts above which Prior Review shall apply. Furthermore:

40.3.1 If the Recipient has not previously used the Procedures in the Procurement Processes, the Agreement may require Prior Review to be carried out for the first few Procurement Processes.

40.3.2 Prior Review will apply to the Procurement Processes, regardless of the amount, under the following selection methods:

- Direct Contracting in Procurement of Goods, Works and Non-consulting Services;
- Single-Source Selection in Procurement of Consulting Services (both legal entities and individual consultants);

— Agreed Procedures.

40.4 For the purpose of carrying out Prior Review, the Recipient shall submit to the Administrator, for review and approval, the following documents in English or Russian (if the original document is written in the official language of the Recipient's country, either English or Russian version can be provided):

40.4.1 For Procurement of Goods, Works and Non-consulting Services:

a) When Prequalification is used:

- Specific Procurement Notice
- Procurement Documents and all subsequent amendments or addenda
- Extension of bid validity for not more than 4 weeks
- Evaluation report

b) When Single-Stage ICB is used:

- Specific Procurement Notice (except where prequalification is used)
- Procurement Documents and all subsequent amendments or addenda
- Extension of bid validity for not more than 4 weeks
- Evaluation report
- Modifications and amendments to the signed Contract

c) At the first stage of Two-Stage ICB:

- Specific Procurement Notice
- Procurement Documents and all subsequent amendments or addenda
- Extension of bid validity for not more than 4 weeks
- Evaluation report
- Individual requests to Bidders to make changes to their Technical Bids;

d) At the second stage of Two-Stage ICB:

- Procurement Documents and all subsequent amendments or addenda
- Extension of bid validity for not more than 4 weeks
- Evaluation report
- Modifications and amendments to the signed Contract

e) When NCB is used:

- Specific Procurement Notice
- Procurement Documents and all subsequent amendments or addenda
- Extension of bid validity for not more than 4 weeks
- Evaluation report
- Modifications and amendments to the signed Contract

f) When Shopping is used:

- Procurement Documents (Request for Quotations) and all subsequent amendments or addenda
- Evaluation report
- Modifications and amendments to the signed Contract

g) When Direct Contracting is used:

- Justification of the selected procurement method
- Procurement Documents and all subsequent amendments or addenda
- Modifications and amendments to the signed Contract

- h) When Agreed Procedures are used:
 - Justification of the selected procurement method
 - Procurement Documents and all subsequent amendments or addenda
 - Extension of bid validity for not more than 4 weeks
 - Evaluation report
 - Modifications and amendments to the signed Contract
- 40.4.2 For Procurement of Consulting Services:
 - a) When Quality- and Cost-Based Selection and Least-Cost Selection are used:
 - Request for Expressions of Interest
 - Short-listing Report
 - Procurement Documents
 - Technical Evaluation Report
 - Final Evaluation Report
 - Extension of proposal validity for not more than 4 weeks
 - Draft Contract as agreed
 - Modifications and amendments to the signed Contract
 - b) When Selection Based on the Consultants' Qualifications is used:
 - Request for Expressions of Interest
 - Short-listing Report
 - Procurement Documents
 - Final Evaluation Report
 - Draft Contract as agreed
 - Modifications and amendments to the signed Contract
 - c) When Single-Source Selection is used:
 - Justification of the selected method
 - Procurement Documents
 - Final Evaluation Report
 - Draft Contract as agreed
 - Modifications and amendments to the signed Contract
 - d) When Selection of Individual Consultants is used:
 - Request for Expressions of Interest (Request for CVs)
 - Final Evaluation Report
 - Draft Contract as agreed
 - Modifications and amendments to the signed Contract
 - e) When Agreed Procedures are used:
 - Justification of the selected procurement method
 - Request for Expressions of Interest
 - Short-listing Report
 - Procurement Documents
 - Final Evaluation Report (for Administrator's information)
 - Extension of proposals validity for not more than 4 weeks
 - Draft Contract as agreed

— Modifications and amendments to the signed Contract

40.5 In the case of Prior Review, the Administrator may require the Recipient to make reasonable changes to the Procurement Documents, revise the results of evaluation and fix any other deviations from these Procedures.

40.6 In the case of Procurement Process not subject to Prior Review in accordance with the Procurement Plan, the amount of the Contract awarded may exceed the Post Review threshold set for this method. The Recipient shall inform the Administrator about such case and furnish, for its review and approval, a full set of documents under this Procurement Process.

40.7 In the case of Post Review, the Administrator shall periodically review documents specified in paragraphs 40.4.1 and 40.4.2 for Procurement Processes not subject to Prior Review. The Administrator may, at its discretion, review all or only a part of these Procurement Processes.

40.8 Under Prior and Post Review, the Administrator reserves the right to check actual availability and quality of Goods procured, Works completed or Services provided.

40.9 If a violation of these Procedures by Recipient is discovered, the Administrator reserves the right to apply implications prescribed by the Fund's Procurement Policy.