Public Procurement World - The World Bank

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# 1. The Laws

## a. What is the applicable legislation?

The World Bank issued its updated Procurement Framework and Regulation on July 1, 2016. The Regulations provide many choices for borrowers to design the right approach to their market, and specifies the rules that must be followed. Complementing the regulations are a series of guidance notes and standard procurement documents (SPDs) that serve as models in various industries.

## b. Does the legislation relate to or interact with any applicable trade agreement, such as the European Union procurement rules, WTO Government Procurement Agreement (GPA) or the procurement requirements of the North American Free Trade Agreement (“NAFTA”)?

The World Bank's regulations exist as a complement to other procurement standards. The World Bank provides a flexible approach for borrowing governments to design the right approach to the market for their circumstance.

## c. What are the basic underlying principles of the legal framework?

Under the new procurement framework, there are four key innovations to help businesses and country clients:

Needs and risks of a project are analyzed through a Project Procurement Strategy for Development (PPSD). This analysis enables the borrower to have a strategy on how best to engage with bidder. The analysis aims to ensure that procurement processes are fit for purpose, allow choice, and are appropriate to the size, value, and risk of the project.

Value for Money (VfM) is a core procurement principle in all procurements financed by the World Bank. VfM means a shift in focus from the lowest evaluated compliant bid to bids that provide the best overall value for money, taking into account quality, cost, and other factors as needed.

The approach to resolving procurement-related complaints adds capacity to promptly respond to any concerns during the procurement process. A standstill period is also included—a pause between identifying who should win the contract and actually awarding them the contract so that other bidders can voice any concerns before a contract is actually legally formed and awarded.

The World Bank is also more involved in contract management of procurements with high value and high risk as an attempt to ensure the best possible outcomes and that problems are resolved quickly.

## d. Is aerospace and defense procurement treated differently from other types of procurement?

As an international development bank, the World Bank does not focus on aerospace and defense procurement.

# 2. Application of the Statutory Procurement Laws

## a. Which public agencies are covered by the laws?

The Regulations govern the legal relationship between any borrower and the World Bank. The World Bank staff responsible for enforcing the Regulations are based in 72 countries. They work with governments to achieve the highest bidding and contract management standards in pursuit of the World Bank's goal of best development results.

The framework and regulations also provide specific guidance for borrowing governments seeking to partner with UN agencies such as the World Health Organization or the World Food Programme, among others.

## b. Which private entities are covered by the laws?

The Regulations only govern the legal relationship between the borrower and the World Bank. The rights and obligations—for both the borrower and the providers of goods, works, nonconsulting services and consulting services for Investment Project Financing (IPF) operations—are governed by the relevant request for bids or request for proposals, along with any contract signed by the borrower and the providers. The parties' rights are not governed by these Procurement Regulations.

## c. Are co-operations between contracting authorities exempted from public procurement law? If so, what are the conditions for the exemption?

The Procurement Regulations do not apply to the procurement of goods, works, nonconsulting services, and consulting services financed by the Bank:

under projects where the Bank Guarantees, provided by the Bank; and

through loans made by eligible financial intermediaries to private borrowers.

## d. Which types of contracts are covered?

The Procurement Regulations are applicable to the procurement of goods, works, nonconsulting services, and consulting IPF operations. Procurements under these Regulations span 170 countries and cover diverse locations and some challenging operating environments. Procurements range from highly complex infrastructure, consultancy, major pieces of plant equipment, information technology, research and development, and critical supplies, to simple, routine goods and services. Therefore, the World Bank Regulations strive to be practical in all situations and markets.

## e. How are changes to an existing contract dealt with? Do changes require a new procurement procedure?

The Regulations simply require that each contract "clearly indicate the procedures to address change orders or contract variations." The Regulations offer no further specific guidance, but the model standard procurement documents give standard examples of proper procedures categorized by industry.

## f. What is the applicable regime for framework agreements?

The regulations lay out several requirements for Framework Agreements (FAs).

An FA can be concluded with a single provider or with several providers, for the same goods, works, nonconsulting services, or consulting services. the borrower shall decide on the appropriate strategy based on the market conditions and its requirements.

Additionally, FAs can only be used between the borrower's procuring entity and the FA firm. When several procuring entities establish a FA together, a lead entity is appointed to act on behalf of the group of entities. Each entity in the group is identified in the request for bids/request for proposals documents at the time of going to market. Each individual procuring entity shall be specified in each call-off contract.

Under the regulations, a borrower may establish a FA with firms that are capable of delivering specified goods, works, nonconsulting services, and/or consulting services agreeing, in advance, the applicable terms and conditions. These usually include the fees, charge rate, or pricing mechanism.

These FAs may be predate an Investment Project Financing (IPF) operation or be newly established under an IPF operation:

Preexisting: the Bank shall be satisfied that a preexisting borrower's FA is consistent with the Bank's core procurement principles; or

New: a new FA established by the borrower shall meet the requirements of the Procurement Regulations.

Firms that are awarded a FA have no guarantee of any call-off contracts. The number of firms awarded FAs are thus proportionate to the anticipated demand. This allows all FA firms an opportunity to be awarded a call-off contract.

## g. What is the applicable regime for public-private partnerships (PPPs)?

In PPP arrangements, the Procurement Regulations require the borrower to demonstrate that there is adequate institutional capacity to prepare, structure, procure and manage the PPP project. The borrower achieves this by following the project phases below:

**i.  Project Assessment**

The borrower shall have conducted suitable economic and financial analysis to confirm:

Whether the underlying project is adequately justified, on the basis of a sound and quantified economic analysis the project presents the best VfM, i.e., is cost-benefit justified, and the approach to delivering the benefits, considering the relevant technical, legal, financial, and environmental constraints, irrespective of implementation as a PPP or through other public sector procurement;

Whether the project's overall revenue requirements are within the capacity of users, the public authority, or both, to pay for the infrastructure service;

That the project risks were identified and assessed and that mitigation measures were considered, and that the residual fiscal risk will not jeopardize fiscal sustainability;

That the chosen PPP scheme (i.e., risk-allocation matrix, pay and performance mechanism) resulted from the consideration of alternative PPP schemes and other procurement options; and

The commercial viability, that is, whether the project is likely to be able to attract good-quality sponsors and lenders by providing robust and reasonable financial returns.

**ii.  Project Structuring**

First, the borrower shall ensure that output requirements are included and the output specifications include:

Clear performance targets and output requirements that are specific, measurable, achievable, realistic, and time bound;

How performance will be monitored, including roles for the government's contract management team, the private partner, external monitors, regulators, and users; and

The consequences for failure to reach the required performance targets, clearly specified and enforceable.

Secondly, based on the contractual provisions, a risk matrix shall be presented by the borrower to the Bank, exhaustively listing project risks and their appropriate allocation to the contractual parties or to third parties are made efficiently.

And finally, the borrower shall develop a payment and performance mechanism that sets out the principle of performance-based payments upon meeting the provision of contractual assets and service at the agreed service level and service schedule.

**iii.  Selection of the Private Partner**

The borrower selects the private partner using a competitive selection method consistent with the approved selection methods set forth in the Procurement Regulations. Under rare circumstances, the Bank may agree to a non-competitive selection process.

PPP activities whose procurement processes have been initiated or contracts have been awarded may be financed by the Bank, if the Bank is satisfied with the project justification, feasibility, PPP structure requirements, contract arrangements and the consistency of the selection process for the private partner with the Bank's core procurement principles and the provisions regarding conflicts of interest, eligibility, fraud, and corruption.

The World Bank may agree to finance PPP projects initiated from unsolicited proposals. In all instances of unsolicited proposals, the process for assessing the best purpose fit and VfM approach to awarding a contract initiated by an unsolicited proposal shall be clearly defined by the borrower.

When an unsolicited proposal is subjected to a competitive selection process, the borrower may use one of the following approaches in allowing the firm that submitted the unsolicited proposal to participate in the process:

The borrower grants no advantage to the firm in the process. The borrower may separately compensate the firm if permitted under the borrower's applicable regulatory framework; or

The firm is granted an advantage in the selection process, such as a point bonus in the evaluation or a guaranteed access to the second stage of a two-stage process. This advantage shall be disclosed in the request for bids or request for proposals document and defined in such a way that it does not prevent effective competition.

**iv.  Contract Management**

The Bank requires that the borrower submit a contract management plan.

Contract management plans typically contain a summary of details as follows:

Identified potential risks (such as delays in the contractor's right of access to site, payment delays, and other defaults in the borrower's contractual obligations that could potentially lead to contractual disputes), and their mitigation;

Key contacts and roles and responsibilities of the parties:

The names and contact details of the key contacts for each party;

Ensuring that each party has established the necessary authorizations and delegations for its personnel at the beginning of the contract is an important prerequisite to ensuring that all contracting decisions are valid and enforceable;

Communication and reporting procedures;

Key contractual terms and conditions;

Contractual milestones, including critical path (identified to ensure early detection and mitigation of issues), and payment procedures consistent with contractual provisions;

Key contract deliverables, identified and properly described, and updated to account for change orders during the execution of the contract;

KPIs and a description of the measurement process (if required);

Contract variation/change control mechanisms; and

Record-keeping requirements.

## h. How are concessions dealt with?

The Regulations do not specify a separate regime.

## i. Are there anti-avoidance rules (including laws on bid rigging)?

World Bank officials are instructed to be aware of potential bid rigging.

# 3. Procurement Procedures

## a. What procurement procedures can be followed?

The Bank requires the borrower to develop a Project Procurement Strategy for Development (PPSD) for each project financed under Investment Project Financing (IPF). The PPSD shall address how procurement activities will support the development objectives of the project and deliver the best VfM under a risk-based approach. It shall provide adequate justification for the selection methods in the procurement plan. The level of detail and analysis in the PPSD shall be proportional to the risk, value and complexity of the project procurement. The initial procurement plan shall normally cover at least the first 18 months of the project implementation.

The borrower prepares the PPSD and procurement plan during project preparation, and the Bank reviews the PPSD and agrees to the procurement plan before the completion of loan negotiations. The procurement plan, approved by the Bank during loan negotiations, is incorporated by reference in the legal agreement, making it legally binding on the borrower. The borrower shall submit updates of the procurement plan to the bank for its review and approval.

The borrower may prepare a high level, simplified PPSD in situations of urgent need of assistance because of a natural or man-made disaster or conflicts recognized by the Bank, provided that the simplified procurement arrangements in the PPSD are consistent with the Bank's core procurement principles.

The procurement plan, including its updates, shall include:

A brief description of the activities/contracts;

The selection methods to be applied;

Cost estimates;

Time schedules;

The Bank's review requirements; and

Any other relevant procurement information.

## b. What status do electronic means/procedures have?

Borrowers may use electronic procurement systems (e-procurement) for aspects of the Procurement Process, including:

Issuing Procurement Documents and addenda;

Receiving Applications/quotations/Bids/Proposals; and

Carrying out other procurement actions

E-procurement is permitted if the Bank is satisfied with the adequacy of the system, including its accessibility, security and integrity, confidentiality, and audit trail features.

## c. Where are contract notices, i.e. calls for bid, published?

Under the Procurement Regulations, timely notifications of procurement opportunities are essential. A General Procurement Notice (GPN) is required for all procurement financed by the Bank that is expected to involve open international competitive procurement (except for operations involving a program of imports). The borrower is required to prepare and submit to the Bank a GPN before beginning any procurement activity under a project. The Bank arranges for the publication of the GPN in UN Development Business online (UNDB Online) and on the Bank's external website.

The GPN contains the following information:

The name of the Borrower (or prospective Borrower);

The purpose and amount of the financing;

The scope of procurement reflecting the Procurement Plan;

The Borrower's contact point;

If available, the address of a free-access website on which subsequent Specific Procurement Notices (SPNs) will be posted; and

If known, an indication of the scheduled dates for the specific procurement opportunities.

The borrower shall advertise the SPN:

On its free-access website, if available;

In at least one newspaper of national circulation in the borrower's country; and

In the official gazette.

For open international competitive procurement:

The borrower shall also publish the SPN in UNDB online and, if possible, in an international newspaper of wide circulation; and

The Bank arranges for the simultaneous publication of the SPN on its external website.

## c. Can certain prospective bidders be excluded from the competition?

Firms or individuals from a country—or goods manufactured in a country—may be excluded if:

As a matter of law or official regulation, the borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of goods, works, nonconsulting services, or for the procurement of consulting services. When the procurement is implemented across jurisdictional boundaries (more than one country is involved in the procurement), exclusion of a firm or individual on this basis by one country may be applied to that procurement across other countries involved if the Bank, and all the borrowers involved in that procurement, agree; or

By an act of compliance with a decision of the United Nations Security Council taken under the UN Charter's Chapter VII, the Borrower's country prohibits any import of goods from, or payments to, a particular country, person, or entity. When the borrower's country prohibits payments to a particular firm or for particular goods by such an act of compliance, that firm may be excluded.

# 4. Bidder Selection

## a. Are there any rules on the selection criteria?

The approved selection methods under the World Bank Regulations differ depending on whether the procurement is for (i) goods, works, or other nonconsulting services or (ii) consulting services.

Table 1 below provides an overview of the approved selection methods, particular types of approved selection arrangements, and market-approach options available for the procurement of goods, works, and nonconsulting services in IPF operations.



Table 2 below provides an overview of the approved selection methods, particular types of approved selection arrangements, and market approach options available for the selection of Consulting Services in IPF operations.



## b. Is prequalification an option? If so, what are the requirements? What is the procedure?

Prequalification may be requested before the bid-submission deadline. It must be published in at least two national and international newspapers, on the relevant ministry's website, and on any website available to the procuring entity. Prequalified bidder may not join other prequalified bidders in making their proposals. The procuring entity will determine whether the bidder meets World Bank requirements for operational expertise, technical expertise, and financial capability.

## d. Do “blacklists” for bidders exist? If so, what are the conditions for unlisting?

The World Bank will debar contractors for five types of conduct qualify for exclusion: corrupt, fraudulent, collusive, coercive, and obstructive practices. Debarment can be temporary or permanent. The Bank has two alternative options. It may impose confidential non-debarment, which lasts for a specific time while the contractor satisfies the conditions for avoiding debarment. The Bank may also impose debarment with conditional release, which sets a minimum timeline on exclusion, with the option of unlisting the contractor once requirements are met.

## e. Does the involvement of a company in the set-up of a procurement procedure exclude the company from said procedure due to conflict of interest?

A firm shall be considered to have a conflict of interest if the firm:

Is providing goods, works, or nonconsulting services resulting from, or directly related to, consulting services that it provided for the preparation or implementation of a project, or where such services were provided by an affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms which together are performing the contractor's obligations under a turnkey or design and built contract;

Including its personnel, has a close business or family relationship with a professional staff of the borrower, or of the project implementing agency, or of a recipient of a part of the Bank's financing, or any other party representing or acting on behalf of the borrower who:

Is directly or indirectly involved in the preparation of the procurement documents or contract specifications, and/or the evaluation process of such contract;

Would be involved in the execution or supervision of such contract, unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract; or

Does not comply with any other conflict of interest situation as specified in the Bank's standard procurement documents.

## f. Can bidders combine to submit a bid (bidder consortia)? What limitations apply?

A firm shall not submit more than one bid/proposal, either individually or as a joint venture partner, except for permitted alternative bids or proposals. Submitting or participating in more than one bid/proposal results in the disqualification of all bids/proposals in which the firm is involved. this does not limit the inclusion of a firm as a subcontractor in more than one bid/proposal. For certain types of procurement, however, the bidder's participation as a subcontractor in another bid/proposal may be permitted as allowed by the Bank's applicable standard procurement documents.

## g. Can members of a bidder consortium be changed during a procurement procedure?

The Regulations do not address this.

## h. Do limitations apply for participation of related bidders in the same procurement procedure with competitive bids?

The Regulations do not specify limitations.

## i. Is there a special regulation or a special requirement for a foreign company to participate in a procurement procedure?

For international competitive procurements, all procurement documents shall be in English, French, or Spanish, as the borrower chooses. The borrower may also issue translated versions of these documents in another language, which should be the national language. The national language is either:

The national language of the borrower; or

The language used nationwide in the borrower's country for commercial transactions, and the Bank is satisfied that this is the language used.

The borrower shall take full responsibility for correct document translation into the national language. In case of any discrepancy, the English, French, or Spanish text prevails. If procurement documents are issued in two languages, potential bidders, proposers, and consultants may submit their applications, bids, or proposals in either of those two languages.

For international competitive procurement that is subject to prior review, the borrower has the responsibility to furnish to the Bank an accurate translation of the (1) evaluation report for prequalification, shortlisting, bid, or proposal; (2) draft contract; and (3) conformed copy of the contract. These translations must be in English, French, or Spanish—whichever is specified in the request for bids or request for proposals documents. The borrower shall also furnish the Bank an accurate translation of any subsequent contract modifications.

For national procurement, procurement documents may be in the national language. When documents are in the national language, the Bank may require the borrower to provide, for its review, an accurate translation in English, French, or Spanish.

The winning contract shall always be written in the language in which the bid/proposal was submitted. The contract shall not be signed in more than one language.

# 5. Specifications

## a. Are there any rules on the specifications?

Standards and technical specifications in applicable procurement documents shall promote the broadest possible competition, while ensuring performance or other requirements for the procurement. To the extent possible, in international competitive procurement, the borrower shall specify internationally accepted standards with which the equipment, materials or workmanship shall comply. When such international standards do not exist or are inappropriate, national standards may be specified. In all cases, the procurement documents shall state that equipment, material, or workmanship meeting other standards that are at least substantially equivalent to the specified standards will also be accepted.

## b. Are bidders allowed to change the specifications or submit their own standard terms of business?

The Regulations do not specify this.

## c. Is the protection of Small and Medium Enterprises addressed in procurement legislation? If so, how?

The Regulations do not specify this.

# 6. Contract Award

## a. Are there any rules on the award of contracts?

The Contract Award Notice shall include, at a minimum, the following information as relevant and applicable for each selection method:

Name and address of the borrower's Project Implementing Unit undertaking the procurement, and if different, the borrower's contracting agency;

Name and reference number of the contract being awarded, and the selection method used;

Names of all bidders, proposers, or consultants that submitted bids/proposals, and their bid/proposal prices as read out at bid/proposal opening, and as evaluated;

Names of all bidders, proposers, or consultants whose bids/proposals were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and

The name of the successful bidder, proposer, or consultant; the final total contract price; the contract duration; and a summary of its scope.

## b. Are there any limitations regarding the offered bid price?

If the bid/proposal that results in the lowest evaluated cost/best evaluated proposal is, in the borrower's opinion, seriously unbalanced or front-loaded, the borrower may require the bidder to provide written clarifications, including detailed price analyses to demonstrate the consistency of the prices with the scope of works, proposed methodology, and schedule. After evaluating the detailed price analyses (for contracts subject to prior review, with the Bank's non-objection), the borrower may as appropriate:

Accept the bid/proposal;

Require that the total amount of the performance security be increased, at the expense of the bidder/proposer, to a level not exceeding 20% of the contract price; or

Reject the bid/proposal.

An abnormally low bid/proposal is one in which the bid/proposal price, in combination with other elements of the bid/proposal, appears so low that it raises material concerns with the borrower as to the capability of the bidder/proposer to perform the contract for the offered price.

Where the borrower identifies a potentially abnormally low bid/proposal, the borrower shall seek written clarifications from the bidder/proposer, including detailed price analyses of its bid/proposal price in relation to the subject matter of the contract, scope, proposed methodology, schedule, allocation of risks and responsibilities, and any other requirements of the request for bids/request for proposals document.

If, after evaluating the price analyses, the borrower determines that the bidder/proposer has failed to demonstrate its capability to deliver the contract for the offered price, the borrower shall reject the bid/proposal.

## c. Are there any rules on alternative bids?

The use of Alternative Procurement Arrangements (APAs) was approved by the Board of the World Bank in July 2015 as part of the New Procurement Framework.

An assessment methodology has been developed and is being tested to assess the legal and regulatory framework, and the capacity and capability of a borrower implementing agency. It uses as its base the OECD Methodology for Assessing Procurement Systems (MAPS). The assessment methodology has been designed to include an additional pillar, covering procurement operations and the use of minimum standards. It also uses an evidence based approach, analyzing procurement data and, gathering the views of the private sector and civil society organizations.

The principles governing APAs consider whether agency procurement arrangements, including procurement performance and governance, provide assurance that the Bank's financing will be used for the intended purpose(s), and in accordance with the Bank's Core Procurement Principles:

Value for money

Economy

Efficiency

Integrity

Fit for purpose

Transparency

Fairness

# 7. Exemptions to Competitive Bidding

## a. Are there any exemptions to competitive bidding, i.e. under what conditions is a direct award/single sourcing permissible?

The Bank may accept the use of the borrowers' national procurement arrangements in accordance with the relevant provisions of these Procurement Regulations in situations where the borrower, beneficiary, or member country is deemed by the Bank to:

Be in urgent need of assistance because of a natural or man-made disaster or conflict (emergency situations); or

Experience capacity constraints because of fragility or specific vulnerabilities (including small states).

## b. What are the consequences for violation of the competitive bidding requirement?

The consequences are not specified.

# 8. Remedies and Enforcement

## a. Are there any remedies and enforcement mechanisms in the procurement legislation?

If the Bank determines that the borrower has not complied with the procurement requirements set out in the legal agreement, the Bank may, in addition to exercising the legal remedies set out in the Legal Agreement, take other appropriate actions, including declaring misprocurement (for example, due to the failure to address complaints in accordance with applicable requirements).

Even once the contract is awarded after obtaining a no objection from the Bank, the Bank may still take appropriate actions and exercise legal remedies, regardless of whether the project has closed or not, if it concludes that the no objection or the notice of satisfactory resolution was issued on the basis of incomplete, inaccurate, or misleading information furnished by the borrower or the terms and conditions of the contract had been substantially modified without the Bank's objection.

## b. Are remedies available outside the scope of procurement legislation, e.g. civil law damage claims?

The Regulations do not speak to this.

## c. Is there a specific forum before which procurement disputes are heard?

Procurement-related complaints should be submitted to the borrower in a timely manner, at the appropriate stage of the procurement process, and when so submitted, the borrower shall address them promptly and fairly. Timeliness, in both the submission of complaints and their resolution, is of critical importance in order to avoid undue delay and disruption in the project of which the procurement is a part.

All complaints shall be recorded by the borrower in the appropriate tracking and monitoring system, as agreed between the Bank and the borrower.

Those complaints arising in connection with contracts for which the Bank's Standard Procurement Documents (SPDs) are required to be used, shall be administered and handled in accordance with Annex III, procurement-related complaints. The contracts where the borrower shall use the Bank's SPDs shall be specified in the project's procurement plan.

Whenever the Bank's SPDs are required to be used, a standstill period shall apply, unless otherwise provided.

Complaints are typically handled by the borrower in accordance with the applicable complaint review rules and procedures as agreed by the Bank.

A complaint that includes allegations of fraud or corruption may require special treatment. The borrower and the Bank shall consult to determine any additional actions that may be necessary.

## d. Are there any timing requirements for the review?

Complaints challenging the terms of prequalification/initial selection documents: request for proposals documents, and any other borrower document requesting bids, proposals or applications should be submitted to the borrower at least 10 business days before the deadline for applications, bids, or proposals, or within 5 business days after the issuing of any amended terms, whichever is later. The borrower shall acknowledge complaint receipt in 3 business days, and shall review the complaint and respond to the complainant not later than 7 business days from receipt. If as a result of the borrower's review of the complaint, the borrower decides to modify the prequalification/initial selection, request for bids/requests for proposals, or other documents, the borrower shall issue an addendum, and if necessary, extend the application/bid/proposal submission deadline.

Complaints challenging the exclusion from a procurement process prior to contract award should be submitted to the borrower within 10 business days following the borrower's transmission to the interested party of notice of such exclusion. The borrower shall acknowledge in writing the receipt of the complaint within 3 business days, and shall review the complaint and respond to the complainant not later than 7 business days from the date of receipt of complaint. If as a result of the borrower's review of a complaint, the borrower changes the results of the earlier stage/phase of the procurement process the borrower shall promptly transmit a revised notification of evaluation results to all relevant parties advising on the next steps.

Complaints following transmission of the notification of intention to award the contract (or notification of intention to conclude a FA), shall be submitted to the borrower within the standstill period. The borrower shall acknowledge in writing the receipt of the complaint within 3 business days, shall review the complaint and respond to the complainant, not later than 15 business days from the date of receipt of complaint. If, as a result of the borrower's review of a complaint, the borrower changes its contract award recommendation, it shall notify the revised intent to award to all previously notified bidders/proposers/consultants, and shall proceed with the contract award.

## e. What are the main preconditions for review?

Complaints should be submitted by interested parties. An interested party for this purpose means an actual bidder, proposer, or consultant seeking to obtain the contract at issue (including an applicant for prequalification or initial selection, if the complaint challenges the applicant's disqualification). Potential applicants, bidders, proposers, and consultants are also interested parties in relation to complaints challenging the prequalification or initial-selection document, request for bids, request for proposals document, or any other borrower document requesting bids, proposals, or applications.

The content of a complaint is subject to the following requirements. Complaints shall be submitted in writing to the borrower and shall identify the name, contact details, and address of the complainant. In addition, the complaint shall:

Generally identify the complainant's interest in the procurement;

Identify the specific project, the procurement reference number, the current stage of the procurement process, and any other relevant information;

Specify any previous communication between the complainant and the Borrower on the matters addressed in the complaint;

Specify the nature of complaint, and the perceived adverse impact on them; and

State the alleged inconsistency with or violation of the applicable procurement rules.

## f. What are admissible grounds for starting a review proceeding?

A complaint may challenge:

The borrower's selection documents, including: prequalification, initial selection, request for bids, requests for proposals documents;

The borrower's decision to exclude an applicant, bidder, proposer, or consultant from a procurement process prior to award; and/or

The borrower's decision to award the contract following transmission of unsuccessful bidder, proposer, or consultant in the notice of intention to award.

## g. Does a review proceeding affect an ongoing procurement procedure or an awarded contract respectively?

The borrower shall not proceed with the next stage or phase of the procurement process, including the contract award, until it has properly addressed any such complaint.

## h. What are the consequences of a successful review proceeding for the affected procurement procedure or awarded contract respectively?

The Regulations do not address this.

## i. How long does a judicial proceeding for review take?

Disputes should be resolved within 20 business days.

## j. Must unsuccessful bidders be notified before the award? If so, when?

For all contracts, whether subject to the Bank's prior review or post review, the borrower shall publish a public notice of award of contract (contract award notice) within 10 business days from the borrower's notification of contract award to the successful bidder, proposer, or consultant.

The contract award notice shall include, at a minimum, the following information as relevant and applicable for each selection method:

Name and address of the borrower's project implementing unit undertaking the procurement, and if different, the borrower's contracting agency;

Name and reference number of the contract being awarded, and the selection method used;

Names of all bidders, proposers, or consultants that submitted bids/proposals, and their bid/proposal prices as read out at bid/proposal opening, and as evaluated;

Names of all bidders, proposers, or consultants whose bids/proposals were rejected either as nonresponsive or as not meeting qualification criteria, or were not evaluated, with the reasons therefor; and

The name of the successful bidder, proposer, or consultant, the final total contract price, the contract duration and a summary of its scope.

In the case of FAs, the publication requirement applies only to the conclusion of the FA and not to the award of a call-off contract under the FA. The contract award notice shall be published on the borrower's website with free access, or, if not available, in at least one newspaper of national circulation in the Borrower's country, or in the official gazette. In the case of international competitive procurement, the contract award notice shall also be published by the borrower in UNDB online. For contracts subject to the Bank's prior review, the Bank will arrange the publication on its external website upon receipt from the borrower of a conforming copy of the signed contract.

## k. Are review proceedings common?

The Regulations do not address this.

## l. Are damage claims in relation with procurement procedures common?

The Regulations do not address this.

## m. What are the leading court decisions involving procurement disputes?

The Regulations do not address this.

# 9. Other Relevant Rules of Law

## a. Are there any related bodies of law of relevance to procurement by public agencies?

No. However, the World Bank Regulations provide sample Standard Forms of Agreement for a variety of UN Agencies:

World Health Organization

World Food Programme

United Nations Office for Project Services

United Nations Population Fund

United Nations Education, Scientific and Cultural Organization

International Labour Organization

Food and Agriculture Organization

## b. Does a specific contract law apply for public contracts?

The Regulations do not address this.

# 10. Industry sectors of special importance or with a specific procurement regime

## a. Are there any specific laws or practices that apply in the technology sector?

For contracts in information systems, the World Bank offers SPDs such as model requests for bids, initial selection documents, and requests for proposals.

## b. Are there any specific laws or practices that apply in the defense sector?

The Regulations do not specify laws or practices that apply in the defense sector.

## c. Are there any specific laws or practices that apply in the health care sector?

For contracts in the health sector, the World Bank offers SPDs such as a model prequalification document and a model request for bids.

## d. Are there any specific laws or practices that apply to any other particular industry sector?

Yes. The World Bank also offers SPDs for contracts in consulting services, management services, plants, works, education, and goods.

# 11. Looking Ahead

## a. Are there any proposals to change the law in the future?

While the regulations will likely be revisited in the future, they are fairly new and are not likely to be revised immediately.

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