

S E L E C T I O N O F C O N S U L T A N T S

**Request for Proposal
Consulting Services**

Procurement of:

Technical Assistance for Development of Sustainable Urban Mobility Plans for five Municipalities and providing training on developing and implementation of Sustainable Urban Mobility Plans

Consultants Qualification Selection

RFP No: LRCP-9034-MK-REoI-CS-CQS-A.1.1.5

Client: Ministry of Transport and Communications

Country: Republic of North Macedonia

Project: Local Roads Connectivity Project - P170267

Issued on: 19 December, 2023

Request for Proposal – (Selection Based on Consultant Qualification)

Technical Assistance for Development of Sustainable Urban Mobility Plans for five Municipalities and providing training on developing and implementation of Sustainable Urban Mobility Plans

LRCP-9034-MK-REoI-CS-CQS-A.1.1.5

Skopje, 19 December, 2023

To: JV TRT Trasporti e Territorio Srl, Milano (Italy) and Brussels (Belgium), and Boğaziçi Proje Mühendislik A.Ş., Turkey
Address: Via Rutilia, 10/8, 20141 Milano, Italy
Phone: Stefano Borgato, number +39-02-57410380
Email: borgato@trt.it

Respected,

The Republic of North Macedonia has received a financing from International Bank for Reconstruction and Development – World Bank in the form of a loan toward the cost of the Local Roads Connectivity Project and intends to apply part of the proceeds for consulting services for Technical assistance for Development of Sustainable Urban Mobility Plans (SUMP) for five Municipalities and providing training on developing and implementation of SUMP– ref. no. LRCP-9034-MK-REoI-CS-CQS-A.1.1.5.

1. Please submit your technical and financial proposals in accordance with the attached forms. Your proposals will be subject to negotiation between your authorized representative and the Client and may result in a contract. A draft contract is also attached.
2. A detailed description of the services to be provided is the attached Terms of Reference (ToR). The assignment will be carried out during the period as specified in the attached ToR.
3. To obtain supplementary information on the assignment, please contact:

Ministry of Transport and Communications
Local Roads Connectivity Project (LRCP)
Project Implementation Unit (PIU)
Crvena Skopska Opština No. 4, 1000 Skopje
Republic of North Macedonia

Vlasta Ruzhinovska
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Harita Pandovska, Project Director
harita.pandovska@mtc.gov.mk

The Proposals should be submitted in **English language by Friday, January 9, 2024, till 15 p.m.**

5. The proposal should at a minimum contain the following as per attached format:

- Entity references, in terms of similar projects;
- Proposed work plan and methodology;
- Team composition;
- Curriculum Vitae (CV) for proposed professional staff;
- Time schedule for professional personnel;
- Activity (work) schedule.

6. The financial proposal shall include all costs, such as professional fees, reimbursable including per diems, local transportation costs, overhead costs and any other fee as deemed necessary by the Consultant.

7. It should be noted that the cost of preparing a proposal and negotiating a contract is at Consultant's own cost.

8. Technical and financial proposals in electronic copy (as pdf file) shall be submitted at all five below stated e-mail addresses (obligatory), not later than **January 9, 2024, 15 p.m.** The submitted document(s) will be treated as if they are originals. Original documents may be requested by the Employer before signing of the contract. These documents should be properly signed and scanned copies of them should be included in the PDF FILE.

Ministry of Transport and Communications
Western Balkans Trade and Transport Facilitation Project
Project Implementation Unit
Crvena Skopska Opstina No. 4, 1000 Skopje
Republic of North Macedonia
Attn: Slavko Micevski and/or Vlasta Ruzinovska
E-mail: vlasta.ruzinovska.piu@mtc.gov.mk
natashastojanovska.piu@yahoo.com
slavko.micevski.piu@mtc.gov.mk
procurement.piu.mtc@gmail.com
harita.pandovska@mtc.gov.mk

10. Please inform us by Wednesday, December 25, 2023, in writing (scanned copy submitted only by e-mail):

- (a) that you have received this Request for Proposals; and
- (b) **whether you intend to submit a proposal**

Sincerely,

Harita Pandovska
Project Director

TECHNICAL PROPOSAL SUBMISSION FORM

_____ [Date]

To:

Ladies/Gentlemen:

We, the undersigned, offer to provide the consulting services for implementation of the assignment as described in the attached terms of reference and in accordance with your Request for Proposal dated [.....] and our proposals. We are hereby submitting our technical and financial proposals for the proposed services.

Our proposals are binding upon us and subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature:
Name and Title of Signatory:
Name of Entity:

Sample Format of Curriculum Vitae (CV) for required consultants

Proposed Position: _____

Name of Firm: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned: _____

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education of staff member, giving names of schools, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and client references, where appropriate. Use about two pages.]

*Any other form is acceptable if it includes all necessary data.

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

_____ Date: _____
[Signature of staff member and authorized representative of the firm] Day/Month/Year

Full name of staff member: _____

Full name of authorized representative: _____

ACTIVITY (WORK) SCHEDULE

	<i>[1st, 2nd, etc. are weeks from the start of assignment.]</i>			
	1st	2nd	3rd	4th
Activity (Work)				

SUMMARY OF COSTS

Costs	Currency	Amount(s) (In EUR)
Fees (Remuneration + Reimbursable)	EUR	
Total Amount of Financial Proposal	EUR	

*In accordance with Clause 6 of the Law on Borrowing of the Republic of North Macedonia for a Loan from International Bank for Reconstruction and Development – World Bank by Loan Agreement for financing of the Local Roads Connectivity Project, Official Gazette of RNM No.261/19, for this bidding VAT is exempted and shall not be stated in the bids, and in the Contract.

Information on the Consultant’s tax obligations in the Client’s country can be found at the Ministry of Finance’s web page: <https://finance.gov.mk/?lang=en>

COST BREAKDOWN

(1) Remuneration:

Staff name	No of working days	Rate per working day (In EUR)	Total (In EUR)

(2) Reimbursable:

Item	Unit Price (In EUR)	Total Price (In EUR)

TOTAL COST _____
 CONTRACT _____
 CEILING _____

TERMS OF REFERENCE

Technical assistance for Development of sustainable urban mobility plans for five municipalities and providing training on developing and implementation of sustainable urban mobility plans.

Ref.no. LRCP-9034-MK-REoI-CS-CQS-A.1.1.5

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ABBREVIATIONS

EU	European Union
IBRD	International Bank for Reconstruction and Development
IFI	International Financial Institutions
LRCP	Local Road Connectivity Project
MoTC	Ministry of Transport and Communications
PIU	Project Implementation Unit
PSC	Project Steering Committee
LSGU	Local Self-Government Unit
ZELS	Association of the Units of Self Government
SUMP	Sustainable Urban Mobility Plan
ToR	Terms of Reference

1. BACKGROUND INFORMATION

North Macedonia is a landlocked country at the heart of the Balkans characterized by mountainous terrain intersected by valleys and lowlands. It is a transit region that sits on two of the ten Pan-European transport corridors, Corridor VIII and Corridor X. Its proximity to the European Union (EU) potentially provides the country with access to a large export market of 650 million customers. According to the last census of

2021, the population is 1.836.713, of which around 28 percent live in the capital Skopje, 38 percent reside in rural areas, and the remaining share live in smaller urban centres.

Governance of the 9,000 km local road network is fully decentralized to municipalities, most of which have limited capacity to manage and preserve road assets. Local roads consist of a mixture of rural roads connecting villages and towns and streets within urban areas and villages. The local road networks suffer from a lack of systematic planning, neglected maintenance, and insufficient funding. The poor quality of municipal infrastructure is considered a major factor preventing people from regularly accessing social and educational services and employment opportunities outside their immediate communities.

Sustainable Urban Mobility Planning is a new concept for strategic planning of the urban transport in cities which is based on a vision and focuses on people and places, and it is applied due to improving transport network efficiency, reducing the transport impacts on the environment, ensuring accessible transport options for all citizens, ensuring safety within the urban transport system and improving the quality of life of citizens. This concept implies application of the existing planning practices by incorporating the principles of integration, participation and evaluation, i.e., integrated development of all modes of transport, full involvement of all stakeholders and citizens in the planning process from the beginning and demonstrating a clear link between objectives and measures due to assessing the achieved results in relation to the objectives.

The benefits of this concept of urban transport planning are: better mobility and accessibility, better environment and health of citizens, better quality of life, more efficient use of space, a better image of the city and so on.

2. OBJECTIVE OF THE ASSIGNMENT

The overall objective of the assignment is transformation of the municipalities' current urban transport system into a sustainable urban transport system through improving of the efficiency and cost-effectiveness of the transport network, reducing the impact of transport on the environment, ensuring accessible transport options for all citizens, ensuring personal safety and security within the transport system and improving of the overall quality of life for the citizens, by applying a concept of sustainable urban mobility planning and involving policies and measures that will address:

- all modes and forms of transport
- entire urban agglomeration
- public and private
- passenger and freight
- motorised and non-motorised
- moving and parking and
- door to door mobility

The specific objectives of the assignment are as follows:

- Developing of urban mobility plans that satisfy the mobility needs of people and business in cities and its surroundings and tackle of transport related problems more efficiently;
- Securing of best international practices in developing and implementation of Sustainable Urban Mobility Plans based on sustainable urban mobility planning principles such as: planning for

sustainable mobility in the “functional city”, cooperation across institutional boundaries, involving citizens and stakeholders, defining a long-term vision and a clear implementation plan, developing of transport modes in an integrated manner, arranging for monitoring and evaluation and assuring quality;

- Capacity building to municipalities for sustainable urban mobility planning that provides benefits such as: better mobility and accessibility of citizens, better quality of life, better environment and health of citizens, and more efficient use of space;

The Consultant in his proposal is required to provide a detailed methodology on how he will meet the objectives of this study. This should include specifics on his methodology, surveys and skills of his staffing to fulfil the defined requirements.

3. SCOPE OF SERVICES

Within this assignment, the Consultant shall perform the following activities:

- Activity 1: Development of Sustainable Urban Mobility Plans (SUMPs) for five municipalities;
- Activity 2: Providing training on developing and implementation of Sustainable Urban Mobility Plans and creating Community of Practice

3.1. Activity 1: Developing of Sustainable Urban Mobility plans (SUMPs) for five municipalities

The consultant shall develop a Sustainable Urban Mobility Plans (SUMPs) for five selected municipalities, based on the sustainable urban planning concept and followed by Guidelines for developing and implementing a Sustainable Urban Mobility Plan:

- Municipality of Kavadarci
- Municipality of Kochani
- Municipality of Struga
- Municipality of Strumica
- Municipality of Prilep

3.1.1. Requirements

3.1.1.1. Task 1.1: Set up working structure, determine the planning framework and stakeholder engagement

The Consultant will help each Municipality to setup working structure a Project Steering Committee¹ and to prepare all necessary documents including Rules of Procedure for smooth working of the Project Steering Committee where the Project team of the Consultant will act as Secretariat of the Project Steering Committee.

At the beginning of the task, the Consultant shall provide training for each Project Steering Committee of each 5 municipalities related to activities within the task.

¹ *The Project Steering Committee should consist of relevant stakeholders, from politicians to inter-departmental technical experts that have to deal with sustainable urban mobility planning*

For each Municipality, the Consultant shall develop a plan for stakeholder and citizen engagement, communication plan and timeline for the project life cycle in order to set out how they will undertake the engagement and communications activities during the life of the project. The Municipalities shall ensure participation of relevant stakeholders. For each municipality, the Consultant will determine the planning framework of SUMP in relation to geographic scope, other planning processes, timeframe for SUMP development, etc.

The Consultant shall organize public consultation with the wider stakeholders (including Citizens) related to activities in this task which require a participatory approach. For dissemination and consultation purposes the consultant shall develop web page and create account on most popular social media in the country.

The Consultant in his proposal shall explain the methodology for implementation of this task.

3.1.1.2. Task 1.2: Analysis of current state of mobility

At the beginning of the task, the Consultant shall provide training for each Project Steering Committee of each 5 municipalities related to activities within the task.

The consultant shall collect and analyse all necessary data and formulate a diagnosis of the existing status and challenges regarding urban mobility, mainly for the purpose of defining and evaluating scenarios in the subsequent task. Diagnosis shall consider the following aspects:

- Urban structure and development.
- Institutional and regulatory aspects.
- Transport infrastructure and transport services supply.
- Mobility demand.
- Carbon emission data and analysis

Consultant shall familiarize oneself with the existing relevant documents such as strategies, policies, plans, studies, projects and designs, relevant legal acts such as laws, by-laws (rulebooks) and decisions as well as relevant institutional framework. Consultant needs to gather and collect all the baseline and future data required for the SUMP development such as socioeconomic conditions data, demography characteristics, land use data, travel demand and supply data, parking data, public transport data, traffic safety data etc. Besides that, Consultant in his proposal should present the methodology for collecting the necessary data.

Current state assessment shall provide a comprehensive analysis and quantified critical review of the current status (baseline analysis) of urban mobility, transport policies and developments based on the gathered data to identify and analyse key problems and opportunities which need to be addressed by the plan. The analysis will include reasonable projections for the next 5 and 10 years of the expected changes in travel behaviour in the municipality.

The Consultant shall organize public consultation with the wider stakeholders (including Citizens) related to activities in this task which require a participatory approach.

The Consultant in his proposal shall explain the methodology for implementation of this task.

3.1.1.3. Task 1.3: Strategy development - development of scenario, common vision, indicators and targets

At the beginning of the task, the Consultant shall provide training for each Project Steering Committee of each 5 municipalities related to activities within the task.

Consultant will set out the different future scenarios for promoting sustainable urban mobility examining the effects of proposed scenarios and assessments of the impact on transport system. The consultant will build the business as usual (BAU) scenario and at least two alternative scenarios with their defined actions to be taken in the short and the long-term. The long-term scenario is 10 years from the base year. In addition, at least one 5-year scenario from the base year must be calculated (for harmonised reporting). The consultant will build the scenarios in close coordination with the project steering committee.

The consultant will assist each Project steering committee to set the vision and to reach consensus on the common vision for urban mobility in the municipality.

In addition, the consultant shall propose a manageable set of strategic indicators that will enable the municipalities to monitor and communicate the progress towards the targets.

The Consultant will assist each Project Steering Committee in formalising and prioritising urban mobility targets, aligned with municipality's vision for urban mobility.

The Consultant shall organize public consultation with the wider stakeholders (including Citizens) related to activities in this task which require a participatory approach.

The Consultant in his proposal shall explain the methodology for implementation of this task.

3.1.1.4. Task 1.4: Measure planning and selection of preferred scenario

At the beginning of the task, the Consultant shall provide training for each Project Steering Committee of each 5 municipalities related to activities within the task.

The most appropriate measures which will contribute to achieving of the vision, objectives and targets should be defined for each scenario. Each measure should be understood in terms of what it will achieve and it should be clearly presented to what extent the implementation of the proposed measure will contribute to changing the future characteristics of the transport system and the quality of life in the city through analysed time horizon. The consultant will provide descriptions of each action as well as integrated package of measures paying particular attention to technical design, cost, timing, public engagement requirements, anticipated impacts, and potential risks.

All proposed measures shall be described in details. Since the isolated measures can only have a limited impact consider the option of combining measures into packages.

In both the short and long term, the various scenarios will be compared to the BAU scenario. The comparative analysis of the measures proposed under various scenarios should allow choosing the most

effective and, on this basis, formulating an optimal scenario for meeting the SUMP objectives and the vision desired for the future mobility in the Municipalities.

The Consultant will undertake an Impact Assessment for each of the developed scenarios and based on the technical outputs, each of the scenario will be evaluated against a set of evaluation criteria corresponding to the high-level objectives, i.e., economic efficiency/costs, environmental sustainability, accessibility and social inclusion, safety and quality of life. In this context the evaluation will be based on a well-defined hierarchical analysis. The consultant will present a synthetic description of the various scenarios and results from the scenario comparison.

The selected measures shall be elaborated in comprehensive action plan followed with detailed implementation plan.

The Consultant shall organize public consultation with the wider stakeholders (including Citizens) related to activities in this task which require a participatory approach.

The Consultant in his proposal shall explain the methodology for implementation of this task.

3.1.1.5. Task 1.5: Preparation of the Plan

At the beginning of the task, the Consultant shall provide training for each Project Steering Committee of each 5 municipalities related to activities within the task.

The SUMP will comprise of both levels of mobility planning, that is, at a strategic level with broader and long-term goals for promoting economic, social and environmental sustainability and; at operational level with focused operational short-term and medium-term objectives for promoting sustainable mobility through specific measures, policies and plans. The action plan should clearly set out the projects to be pursued, the project budgets, priorities and timescales for a period of 10 years divided in two time periods reflecting short term and medium-term projects, respectively. The action plan should be followed with detailed implementation plan. In addition, a monitoring and an evaluation plan with clear Key Performance Indicators (KPIs) should be prepared involving a mechanism for monitoring and evaluation during and after implementation of projects/measures and assessing the progress with implementation of the SUMP.

The Consultant shall organize public consultation with the wider stakeholders (including Citizens) related to activities in this task which require a participatory approach.

The Consultant in his proposal shall explain the methodology for implementation of this task.

3.1.2. Deliverables

3.1.2.1. Requirements for deliverables

The following deliverables shall be provided as result of the Activity 1:

- Deliverable 1.1: Set up working structure and determine the planning framework and stakeholder engagement;
- Deliverable 1.2: Analysis of current state of mobility;

- Deliverable 1.3: Strategy development;
- Deliverable 1.4: Measure planning and selection of preferred scenario;
- Deliverable 1.5: Sustainable Urban Mobility Plan with action plan followed by implementation plan and monitoring and evaluation plan.

The above deliverables shall be prepared for each municipality separately.

3.1.2.2. Submission and adoption of deliverables

The deliverables shall be prepared in Macedonian and English language and it shall consist of a hard copy and an electronic copy in editable unprotected format and PDF format. The deliverables shall be submitted to the appropriate PSC of each Municipality, with cover letter that contains the basic data about the Consultant, the contract and the deliverable that is subject of delivery.

All deliverables as result of the Activity 1, shall be delivered in 2 (two) hard copies and electronic copy in Macedonian language and 2 (two) hard copies and electronic copies in English language.

The draft version of deliverables shall be submitted as follows:

- Deliverable 1.1: 1 (one) month after approval of the Inception report.
- Deliverable 1.2: 2 (two) months after approval of Report related to Task 1;
- Deliverable 1.3: 2 (two) months after approval of Report related to Task 2;
- Deliverable 1.4: 2 (two) months after approval of Report related to Task 3;
- Deliverable 1.5: 1 (two) month after approval of Report related to Task 4.

The Municipality through the PSC, shall provide comments (if any) on the draft version of the deliverable within 7 days upon receipt. Within 7 days of receiving comments from the Municipality, the Consultant shall submit the final draft version of the deliverable.

3.2. Activity 2: Providing training on developing and implementation of Sustainable Urban Mobility Plans and creating Community of Practice

3.2.1. Requirements

3.2.1.1. Task 2.1: Training on developing and implementation of Sustainable Urban Mobility Plans

In this task it is expected that the Consultant will strengthen the existing national and local capacities for SUMP development and implementation. The focus will be on all municipalities but participants from other interested stakeholders should be also invited. The Consultant should make a clear difference between trainings for decision makers at national and local level and trainings for municipal technical staff. These trainings shall fully elaborate each step in the SUMP process, present a range of best (and worst) practice in the delivery of SUMPs, explain the need for and benefit of important aspects of SUMP development stakeholder consultation, policy/project appraisal and prioritization and provide attendees with the information needed to successfully implement SUMPs in their local context.

The consultant shall prepare training concept including detailed training plan tailored to decision makers at national and local level and technical staff that should be based on the international best practices. The

training concept including the detailed training plan and all training material shall be approved by the Client prior to delivering of the training.

The training shall be organized by the Consultant and it is expected to last at least 2,5 days in total within two months. The consultant shall provide training to at least 50 delegates as technical staff (at least 2 delegates from each urban municipality with more than 25.000 inhabitants and at least one from each urban municipality with less than 25.000 inhabitants). The consultant shall also provide training to at least 50 delegates as policy/decision making staff at local level (at least 2 delegates from each urban municipality with more than 25.000 inhabitants and at least one from each urban municipality with less than 25.000 inhabitants) and to at least 10 delegates as policy/decision making staff at national government level. The Consultant shall provide delegates with training material in electronic form including hand-outs, manuals, and other relevant material prior to conducting the training. The SUMP training shall be at a date/time agreed between the Consultant and the Client. The training for technical staff shall be organized as 2 days face to face training, while the training to policy/decision makers shall be organized as 0,5-day face to face training. The consultant shall include all cost for organization of training in his proposal.

The other part of this task is related to creation of e-learning platform for knowledge exchange and as support in SUPMs development. The e-learning platform should provide information about importance of sustainable urban mobility planning and current events and activities at the national level related to sustainable urban mobility planning during the project. This e-learning platform should facilitate the preparation of the SUMP by providing assistance in the selection and implementation of appropriate measures, indicating potential effects of proposed measures, providing assistance in the selection of KPIs for monitoring the implementation of the SUMP, etc. The consultant shall prepare all necessary material for the e-learning platform. Before the end of this task, the Consultant is obligated to transfer the e-learning platform to Association of Local Self-Government Units (ZELS) and to prepare user manual for further using and maintaining by ZELS. This should be implemented in close cooperation with the association of Local Self-Government Units (ZELS).

The Consultant in his proposal shall explain the methodology for implementation of this task.

3.2.1.2. Task 2.2: Community of Practice

In this task the Consultant should ensure that knowledge about sustainable transport planning and its importance bring close to a wide population at the national level and local level. Consultant have to provide activities which will raise the level of interest about sustainable urban mobility planning and at the same time raise the population's awareness of its importance. The idea is to presents main benefits of sustainable mobility planning in a way to be clearly recognized by wider population. Regarding that, the Consultant is obliged to develop concept and organize annual event at the national level that will continue as traditional annual event that will be organized by Association of Local Self-Government Unit for promotion of sustainable urban mobility planning. The consultant shall prepare all necessary documents necessary related to organization of the annual event. It is expected the event to be attended by 100 attendants from Academic society, professional sector and civil society (NGO) and other interested organizations and individuals. This should be implemented in close cooperation with the association of Local Self-Government Units (ZELS). The consultant shall include all cost for organization of the event in his proposal.

The Consultant in his proposal shall explain the methodology for implementation of this task.

3.2.2. Deliverables

3.2.2.1. Requirements for deliverables

The following deliverables shall be provided as result of the Activity 2:

- Deliverable 2.1: Report on completed training on developing and implementation of Sustainable Urban Mobility Plan;
- Deliverable 2.2: Report on Community of Practice.

3.2.2.2. Submission and approval of deliverables

All deliverables as result of the activity 2 shall be prepared in Macedonian and English language and they shall consist of a hard copy and an electronic copy in editable unprotected format and PDF format. The deliverables shall be submitted to the Client, with cover letter that contains the basic data about the Consultant, the contract and the deliverable that is subject of delivery.

All deliverables as result of the activity 2 shall be delivered in 2 (two) hard copies and electronic copy in Macedonian language and 2 (two) hard copies and electronic copy in English language;

The deliverables shall be submitted as follows:

- Deliverable 2.1 shall be submitted to the Client in draft version within 16 months following the assignment starts;
- Deliverable 2.2 shall be submitted to the Client in draft version 18 months following the assignment starts.

The Client, shall provide comments (if any) on the draft version of the deliverable within 15 days upon receipt. Within 15 days of receiving comments from the Client, the Consultant shall submit the final version of the deliverable. If no written comments are received from the Client within 15 days upon the receipt, the draft version of the deliverables will be considered as agreed by the Client and the Consultant shall submit the final version of the deliverable.

The final version of the deliverable has to be approved by the Client within 10 days upon receipt. The Client has right to reject the final version of the deliverable. If the final version of the deliverable is rejected, the Consultant has to revise the final version of the deliverable accordingly and resubmit the revised final version of the deliverable within 5 days of receiving letter of rejection from the Client.

4. LOCATION AND DURATION OF THE ASSIGNMENT

4.1. Location

The assignment and all of the consultant's activities should be implemented in North Macedonia. In exceptional cases the Client may approve field working days (inputs) out of North Macedonia, based on duly substantiated written justifications.

4.2. Duration of implementation services

The indicative duration of implementation services is 22 months from the commencement/contract date. The Assignment will take place between the dates indicated below, which also includes the estimated total number of working days for the Consultant to perform the tasks described in the present Terms of Reference:

- Start of Assignment: July 2023 (tentative)
- End of Assignment: April 2025

At the Client's request, the scope (additional services of the same nature) and/or duration of the contract may be extended.

5. REPORTS AND PAYMENT SCHEDULE

5.1. Reporting requirements

The consultant shall prepare the following reports:

- Inception Report which defines the work plan;
- Quarterly Progress Reports which inform about the project progress;
- Reports related to implementation of each task within Activity 1 with related adopted deliverables presented as annex;
- Reports related to implementation of each task within Activity 2; and
- Final Report which covers the overall project achievements.

The Inception Report is intended to provide opinions as to whether or not the actual situation, in relation to the contract, is as described in the Terms of Reference, to describe the implementation approach to the contract and detailed methodology under each task together with results of initial scoping that the consultant did in inception phase, if it differs from that of his original technical proposal, to present the proposed work schedule and the planned resource mobilization and to inform about any other issues that should be identified at the earliest stages of the contract, in order to minimize any potential delays or problems during the implementation phase. The Inception Report should contain, but is not limited to, the following main elements and should not be longer than 50 pages without annexes:

- Project synopsis;
- Executive summary;
- Activities implemented (in the inception period);
- Assessment of the project start situation;
- Project Objectives, results, assumptions and risks;
- Planned activities and outputs (overall project duration and first reporting period);
- Communication and Visibility Plan;
- Project management;
- Mobilization of experts;
- Annexes.

The Quarterly Progress Reports are intended to assess and inform about the project progress in implementation of activities, delivery of outputs and results and to plan the activities for the next

reporting period. The Quarterly Progress Reports should contain, but is not limited to, the following main elements and should not be longer than 25 pages without annexes:

- Executive summary;
- Summary of progress since the project start;
- Project progress in the reporting period;
- Detailed description of communication activities;
- Summary of project planning for the remainder of the project;
- Project planning for the next reporting period;
- Annexes, project findings, recommendations;

The Report related to implementation of activities 1 and 2 is intended to present all carried out activities during the activities and to include an assessment of the achievement of project objectives by the activities 1 and 2. The report should reply to every requirement set in the Terms of Reference reflecting all activities carried out and results achieved etc. Report related to implementation of activities 1 and 2 should contain, but is not limited to, the following main elements:

- Executive summary;
- Summary of the activity progress since the activity start;
- Assessment of the performance of the activity;
- Evaluation of communication activities;

All deliverables under subject activity to which report refers to

- Lessons Learned;
- Annexes - outputs of the project.

The Final Report is intended to summarize all carried out activities during the whole project period and to include an overall assessment of the achievement of project objectives. The report should reply to every requirement set in the Terms of Reference reflecting all activities carried out and results achieved etc. The Final Report should contain, but is not limited to, the following main elements:

- Project synopsis;
- Executive summary;
- Summary of Project progress since the project start;
- Overall assessment of the performance of the project;
- Evaluation of communication activities;
- Lessons Learned;
- Annexes - outputs of the project.

5.2. Submission and approval of reports

The reports shall be prepared in Macedonian and English language and it shall consist of a hard copy and an electronic copy in editable unprotected format and PDF format. The reports shall be submitted to the Client with cover letter that contains the basic data about the Consultant, the contract and the report that is subject of delivery. The report shall be delivered in 2 (two) hard copies and electronic copy in Macedonian language and 2 (two) hard copies and electronic copy in English language;

The reports shall be submitted in draft version as follows:

- Inception Report shall be submitted within 30 days following the assignment starts.
- Quarterly Progress Report shall be submitted within 10 days following the end of each Quarterly period.
- Reports related to implementation of task 1, 2 and 3 within Activity 1 shall be submitted within 9 months following the assignment starts;
- Reports related to implementation of task 4 and 5 within Activity 1 shall be submitted within 14 months following the assignment starts;
- Report related to implementation of Activity 2 shall be submitted within 19 months following the assignment starts;
- Final Report shall be submitted no later than 30 days before the end of the assignment.

The Client, shall provide comments (if any) on the draft version of the reports within 15 days upon receipt. Within 15 days of receiving comments from the Client, the consultant shall submit the final version of the reports. If no written comments are received from the Client within 15 days upon the receipt, the draft version of the reports will be considered as agreed by the Client and the Consultant shall submit the final version of the reports.

The final version of the report (except the quarterly progress report) has to be approved by the Client within 10 days upon receipt. The Client has right to reject the final version of the report. If the final version of the report is rejected, the Consultant has to revise the report accordingly and resubmit the revised final version of the report within 5 days of receiving letter of rejection from the Client.

5.3. Payment schedule

The assignment will be organized over a total duration of the implementation of services, as it is specified in Table 4.1. The payment related to the implementation of the assignment will be made according as it is specified in the Table 5.1.

Table 5.1. Payment schedule

Assignment phase	Activity	Draft Report	Starting date	Indicative task duration	Deadline for submission of the reports (from contract signing)	Payment schedule
Inception phase		Inception report	Contract/ Commencement date	30 days	30 days	15%
Implementation phase	Activity 1	- Report on task 1 for 5 municipalities	Date of approval of the	7 months	9 months	30%

		<ul style="list-style-type: none"> - Report on task 2 for 5 municipalities - Report on task 3 for 5 municipalities 	Inception report			
		<ul style="list-style-type: none"> - Report on task 4 for 5 municipalities - Report on task 5 for 5 municipalities 	10 months after approval of the Inception report	4 months	14 months	25%
	Activity 2	<ul style="list-style-type: none"> - Report on providing training on developing and implementation of Sustainable Urban Mobility Plans - Report on creating Community of Practice 	15 months after approval of the report Inception report	4 months	19 months	20%
Completion phase		Final report	2 months before the end of the assignment	30 days	21 months	10%

***Please take into consideration item 8 in the Request for proposal.**

It shall be considered that the Consultant has not complied with contracted obligations and shall not be entitled to payment in accordance with the contract conditions as long as the Consultant does not completely meet the above stated reporting requirements.

6. PROJECT MANAGEMENT AND MONITORING

6.1. Project management

The Consultant shall ensure proper project management including organising of the meetings, preparing and circulating the agenda, writing and distributing the minutes, and follow-up/implementing the client decisions etc. The date of the meetings, the agenda and the necessary documents shall be set and

circulated among the interested parties tentatively with a reasonable time in advance. The Client will provide support to the Consultant to reach out to relevant stakeholders and ensuring their participation. The Consultant has to keep all documents in a file as project documentation. These tasks shall be performed in co-ordination with the Client. The consultant shall propose the way for monitoring of the delivering and reporting process (commencement, submission of the reports, providing feedback for the report, acceptance of the report etc.) in which the exchange of documents and its versioning will be followed and tracked. Copyright on all deliverables and reports and other material prepared under this contract shall remain within the Client.

6.2. Project monitoring

Suitable and objectively quantifiable indicators shall be proposed in the technical proposal of the Consultant, which will be reviewed during the Inception phase and confirmed by the Client as part of the process of approval of the Inception Report. Indicators to be proposed in the proposal shall be based on required outputs and may take the nature of descriptive indicators; performance indicators; qualitative indicators; quantitative indicators etc.

7. COMPANY PROFILE AND EXPERTISE REQUIRED

7.1. Requirements for the consultant company

For the purpose of the assignment a team of experts with relevant experience and qualifications in their subject area as indicted further below shall be engaged. The Consultant company may associate with other Consultant companies in the form of a joint venture or of a sub-consultancy to complement their respective areas of expertise, strengthen the technical responsiveness of their proposal, and avail themselves to a broader pool of experts.

The Consultant shall be a firm or a group of firms with the following qualifications:

- Proven general experience and verifiable track-record working on providing Consultancy - Technical assistance in the area of transport policy advice in Western Balkan countries within the past ten (10) years;
- Proven specific expertise in assignment with at least three (3) SUMP's and/or urban transport development plans references successfully completed within the last ten (10) years in Europe;
- Proven experience in the past ten (10) years in developing training materials and conducting training close to the subject of this ToR.

The credibility of mentioned general experience shall be presented in a list of project references (including information on contract value, contracting entity/client, project location/country, duration, assignment budget, percentage carried out by consultant in case of association of firms or subcontracting and main activities) and accompanied by certificates of orderly fulfilment of the contracts verified by other party from such contracts.

7.2. Requirements for the consultant`s staff

The Consultant shall provide adequate staff in terms of expertise and time allocation, as well as the equipment needed to complete the activities required under the scope of work and to finally achieve the objectives of the project in terms of time, costs and quality. The numbers and person-months for all staff shall be included in the technical proposal and the costs in respect of these personnel are to be included in the financial proposal. The Consultant is encouraged to use local expertise, as appropriate.

A Team Leader and three (3) Key experts from which one will be Deputy Team Leader as well as five (5) Non-key experts are foreseen to carry out the assignment throughout the life of the Contract. The minimum required qualification and experience of these key experts is presented in Table 7.1.

Table 7.1. Consultant Team qualification and experience

S.#	Expert	Qualification and Skills	Professional Experience
1	KE1 Team Leader / Urban Transport Planning Expert	University degree in Traffic / Transport Engineering or equivalent Post-graduate degree in the relevant field related to the scope of the assignment is an advantage.	General experience: - minimum fifteen (15) years of proven professional working experience in providing consultancy/technical assistance; Specific experience: - at least ten (10) years of proven working experience in Sustainable Urban Transport Planning /Urban Transport Planning; - at least two (2) projects of similar nature and scope in a position of Team Leader in the previous 10 years; Language: - Good command of spoken and written English language is required; - Knowledge of Macedonian language will be considered an asset;
2	Deputy team leader/KE2 Urban planer	University degree in Spatial planning / Urban planning / Civil engineering or equivalent	General experience: - minimum ten (10) years of working experience in urban planning Specific experience: - at least ten (10) years of proven working experience in Sustainable Urban Planning / Urban Transport Planning - at least three (1) projects of similar nature and scope in the previous 10 years in a position of key expert; Language: - Good command of spoken and written English language is required;

S.#	Expert	Qualification and Skills	Professional Experience
			- Knowledge of Macedonian language will be considered an asset;
3	KE3 Traffic engineering expert	University degree in Traffic / Transport engineering /Civil engineering or equivalent Post-graduate degree in the relevant field related to the scope of the assignment is an advantage.	General experience: - minimum ten (10) years of working experience in civil engineering transportation; Specific experience: - at least ten (10) years of proven working experience in Urban Transport Planning and Design; - at least one (1) project of similar nature and scope in the previous 10 years; Language: - Good command of spoken and written English language is required; - Knowledge of Macedonian language will be considered an asset;
4	KE4 Economist	University degree in Economics / Transport Economics	General experience: - minimum ten (10) years of working experience in transport economy Specific experience: - at least five (5) years of proven working experience in transport economy in Sustainable Urban Planning / Urban Transport planning; - at least two (2) projects of similar nature and scope in the previous 10 years; Language: - Good command of spoken and written English language is required; Knowledge of Macedonian language will be considered an asset;
5-9	Non-key Experts (at least one for each municipality in terms of activities coordination)	University degree in Traffic / Transport engineering /Civil engineering / Urban planning or equivalent	General experience: - minimum ten (10) years of working experience in traffic engineering / transport engineering /civil engineering/urban planning; Specific experience: - at least five (5) years of proven working experience in Sustainable Urban Transport Planning / Urban Transport Planning;

S.#	Expert	Qualification and Skills	Professional Experience
			<ul style="list-style-type: none"> - at least two (2) projects of similar nature and scope in the previous 5 years; <p>Language:</p> <ul style="list-style-type: none"> - Good command of spoken and written English language is required; - Knowledge of Macedonian language will be considered an asset;

The Consultant shall submit for the approval of the Client, the curriculum vitae (CV) of key experts along with certified copies of their academic qualifications and professional registration.

Appropriate gender balance in the Consultant staff will be considered as advantage. The key staff specified in the Proposal cannot be replaced.

In addition to the key staff and non-key staff as per Table 7.1, if necessary, the Consultant shall provide a sufficient number of other non – key expert staff with appropriate expertise. CVs for additional non-key experts are not examined prior to the signature of the Contract and will not be evaluated in technical proposal.

8. LAW AND LANGUAGE

For implementation of contracts under the Project, laws of the Republic of North Macedonia shall apply (unless in case of conflict with provisions of the loan agreements and relevant guidelines in which case provisions of those shall prevail).

Within execution of the Services, the Consultant with comply with all requirements referred to by the loan agreements, project agreements and relevant guidelines, rulebooks and manuals in addition to appliance of relevant domestic regulations.

Official language of the contract is English. However, the Consultant shall maintain written and oral correspondence with the relevant institutions including municipalities and other stakeholders in Macedonian language. The communication at the meetings with the relevant institutions including the municipalities and other stakeholders should be conducted with simultaneous translation in Macedonian language and vice versa. The Consultant shall be obliged to provide all translations into English and Macedonian respectively.

9. CANCELLATION OF CALL-OFF

The Client reserves the right to cancel this call-off at any time before the signature of the Contract. In case of cancellation, the Consultant will not be entitled to any form of compensation from the Client.

**SAMPLE CONTRACT FOR CONSULTING SERVICES
SMALL ASSIGNMENTS - LUMP-SUM PAYMENTS
(IBRD/IDA FINANCED)**

CONTRACT No. LRCP-9034-MK-REoI-CS-CQS-A.1.1.5

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between Ministry of Transport and Communications (“the Client”) having its principal place of business at Crvena Skopska Opstina No. 4, Skopje, North Macedonia, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address²]*.

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

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. **Services**
 - (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
 - (ii) The Consultant shall provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, “Consultant’s Reporting Obligations.”

2. **Term** The Consultant shall perform the Services during the period commencing **February 2024 and continuing through December 2024 or/and November 2026(*see item 8 in RFP)** or any other period as may be subsequently agreed by the parties in writing.

3. **Payment** A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

B. Schedule of Payments

The schedule of payments is specified below³:

[insert detailed list of payments specifying amount of each installment, deliverable/output for which is paid and currency]

Assignment phase	Activity	Draft Report	Starting date	Indicative task duration	Deadline for submission of the reports (from
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² Avoid use of “P.O. Box” address

³ Fill in based on required outputs as described in Annex A (Terms of Reference) and Annex C (Reporting Requirements). Avoid front-loaded payments. Advance payments in contracts with firms require a bank guarantee for the same amount.

					contract signing)
Inception phase		Inception report	Contract/ Commencement date	30 days	30 da
Implementation phase	Activity 1	- Report on task 1 for 5 municipalities - Report on task 2 for 5 municipalities - Report on task 3 for 5 municipalities	Date of approval of the Inception report	7 months	9 mo
		- Report on task 4 for 5 municipalities - Report on task 5 for 5 municipalities	10 months after approval of the Inception report	4 months	14 mo
	Activity 2	- Report on providing training on developing and implementation of Sustainable Urban Mobility Plans - Report on creating Community of Practice	15 months after approval of the report Inception report	4 months	19 mo
Completion phase		Final report	2 months before the end of the assignment	30 days	21 mo

C. Payment Conditions

Payment shall be made in **EUR**, no later than 30 days following submission by the Consultant in duplicate to the Coordinator designated in paragraph 4.

Payments shall be made to Consultant's bank account:

[insert banking details.]

4. **Project Administration**

A. Coordinator.

The Client designates Mr./Ms. [insert name and job title] as Client's Coordinator; responsible for the coordination of activities under this Contract, for acceptance and approval of other deliverables by the Client and for receiving and approving invoices for the

B. Reports.

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

- 5. Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional competence and integrity. The Consultant shall promptly replace any employees assigned under the Contract if the Client considers unsatisfactory.
- 6. Inspections and Auditing** The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Bank and/or its representatives appointed by the Bank to inspect and/or audit its accounts and records and other documents in connection with the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or other sanctions by the Bank (including without limitations determination of ineligibility) in accordance with the Bank's sanctions procedures.
- 7. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business without the prior written consent of the Client.
- 8. Ownership of Material** Any studies report or other material, graphic, software or otherwise, prepared by the Consultant under the Contract shall belong to and remain the property of the Client. The Consultant may not copy, reproduce, disseminate documents and software⁴.
- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant or any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (including consulting services that would not give rise to a conflict of interest) resulting from or connected with the Consulting Services for the preparation or implementation of the Project.
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of Republic of North Macedonia, and the language shall be⁵ English language.

⁴ Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

⁵ The law selected by the Client is usually the law of its country. However, the Bank does not object if the Client and the Consultant agree on another law. The language shall be English, French, or Spanish, unless the Contract is entered into with a domestic firm, in which case it can be the local language.

13. Dispute Resolution⁶

Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to arbitration and adjudication/arbitration in accordance with the laws of the Client's country.

14. Termination

The Client may terminate this Contract with at least ten (10) working days prior written notice to the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:

- (a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may determine and approve in writing;
- (b) If the Consultant becomes insolvent or bankrupt;
- (c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures and policies) or in performing the Contract.
- (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate the Contract.

15. Fraud and Corruption The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework, as set in the attachment Annex D of this contract.

FOR THE CLIENT
Ministry of Transport and Communications

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

⁶ In case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

LIST OF ANNEXES

- Annex A: Terms of Reference and Scope of Services
- Annex B: Consultant's Personnel and corresponding unit rates
- Annex C: Consultant's Reporting Obligations
- Annex D: Fraud and Corruption

Annex A

Terms of Reference and Scope of Services

Annex B:

Consultant's Personnel and corresponding unit rates

Experts		Working Days
A	Key Experts	
A1	Team Leader / Urban Transport Planning Expert	
A2	Deputy team leader/ Urban planner	
A3	Traffic engineering expert	
A4	Economist	
	Total Key Experts (A)	
B	Non-Key Experts	

TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Name	Position	Reports Due/Activities	Weeks (in the Form of a Bar Chart)				Number of Days
			1	2	3	4	
							Subtotal (1)
							Subtotal (2)
							Subtotal (3)
							Subtotal (4)

ACTIVITY (WORK) SCHEDULE

	<i>[1st, 2nd, etc. are weeks from the start of assignment.]</i>			
	1st	2nd	3rd	4th
Activity (Work)				

SUMMARY OF COSTS IN EUR

Costs	Currency	Amount(s)
Fees		
Local Taxes		
Total Amount of Financial Proposal		

*In accordance with Clause 6 of the Law on Borrowing of the Republic of North Macedonia for a Loan from International Bank for Reconstruction and Development – World Bank by Loan Agreement for financing of the Local Roads Connectivity Project, Official Gazette of RNM No.261/19, for this bidding VAT is exempted and shall not be stated in the bids, and in the Contract.

Information on the Consultant's tax obligations in the Client's country can be found at the Ministry of Finance's web page: <https://finance.gov.mk/?lang=en>

COST BREAKDOWN

(1) Remuneration:

Staff name	No of working days	Rate per working day	Total

(2) Reimbursable:

Item	Unit Price	Total Price

TOTAL COST _____

CONTRACT CEILING _____

Annex C

Consultant's Reporting Obligations

Complete reports for Technical assistance for Development of Sustainable Urban Mobility Plans for five Municipalities and providing training on developing and implementation of Sustainable Urban Mobility Plans shall be delivered shall be delivered in 2 (two) hard copies and electronic copy in Macedonian language and 2 (two) hard copies and electronic copy in English language

Reports		Indicative task duration	Deadline for submission of the reports (from contract signing)
Inception report		30 days	30 days
Activity 1	<ul style="list-style-type: none"> - Report on task 1 for 5 municipalities - Report on task 2 for 5 municipalities - Report on task 3 for 5 municipalities - Report on task 4 for 5 municipalities - Report on task 5 for 5 municipalities 	7 months	9 months
Activity 2	<ul style="list-style-type: none"> - Report on providing training on developing and implementation of Sustainable Urban Mobility Plans Report on creating Community of Practice 	4 months	19 months
Final report		30 days	21 months

The Consultant shall prepare all reports in A4 format, with appropriate headers and footers, and printable double-sided.

All reports in Macedonian and English language must be sent for approval to the MoTC.

Annex D

Fraud and Corruption (Text in this Attachment shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such

practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;⁷ (ii) to be a nominated⁸ sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁹ all accounts, records and other documents relating to the procurement process, selection and/or contract execution,, and to have them audited by auditors appointed by the Bank.

⁷ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

⁸ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

⁹ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.