Global Partnership for Education
Grant Agreement

(Fourth Global Partnership for Education Project)

between

REPUBLIC OF TAJIKISTAN

and

INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT AND INTERNATIONAL DEVELOPMENT
ASSOCIATION

acting as administrator of the Global Partnership for Education
Multi-Donor Trust Fund

Dated October 1, 2013
AGREEMENT dated October 1, 2013, entered into between the
REPUBLIC OF TAJIKISTAN ("Recipient"); and the INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT/INTERNATIONAL DEVELOPMENT
ASSOCIATION ("World Bank"), acting as administrator of the GLOBAL
PARTNERSHIP FOR EDUCATION MULTI-DONOR TRUST FUND.

The Recipient and the World Bank hereby agree as follows:

**Article I**
**Standard Conditions; Definitions**

1.01. The Standard Conditions for Grants Made by the World Bank Out of Various
Funds, dated February 15, 2012 ("Standard Conditions") constitute an integral
part of this Agreement.

1.02. Unless the context requires otherwise, the capitalized terms used in this
Agreement have the meanings ascribed to them in the Standard Conditions or in
this Agreement, and the following additional terms have the following meaning:

(a) "EAs" means the site-specific environmental assessments, including
associated site-specific EMPs, to be prepared and adopted by the
Recipient pursuant to the EMF and Schedule 2, Section I(B)(2) of this
Agreement, and satisfactory to the World Bank, in respect of works to be
undertaken by the Recipient under the Project defining details of
measures to manage potential environmental risks and mitigate, reduce
and/or offset adverse environmental impacts associated with the
implementation of activities under the Project, together with an
environmental and social baseline for each site, details of the relevant
environmental legislative framework, adequate institutional, monitoring
and reporting arrangements capable of ensuring proper implementation
of, and regular feedback on compliance with, its terms, as the same may
be amended and supplemented from time to time with the World Bank’s
prior written approval; and "EA" refers to one of the above-referenced
EAs.

(b) "EMF" means the environmental management framework, dated August
14, 2012, prepared and adopted by the Recipient, disclosed on August
14, 2012, and in the World Bank’s Infoshop on August 22, 2012 referred
to in Schedule 2, Section I(B)(2) of this Agreement, and satisfactory to the World Bank, describing the rules, guidelines and procedures to assess environmental impacts of the Project’s activities and defining measures to reduce, mitigate or offset adverse environmental impacts and enhance the positive impacts of the Project’s activities, as the same shall be amended from time to time with the prior approval of the World Bank.

(c) “Environmental Management Plans” or “EMPs” means the site-specific documents, contained in each site-specific EA, to be prepared and adopted by the Recipient pursuant to the EMF and Schedule 2, Section I(B)(2) of this Agreement, and satisfactory to the World Bank, in respect of works to be undertaken by the Recipient under the Project defining details of measures to manage potential environmental risks, as the same may be amended and supplemented from time to time with the World Bank’s prior written approval; and “EMP” refers to one of the above-referenced EMPs.

(d) “Incremental Operating Costs” means incremental operating costs incurred by the MOE, as appropriate, on account of Project implementation, management and monitoring, maintenance of office equipment, systems and facilities, vehicle operation (including fuel costs) and repair, local travel and transport, communication, office supplies, translation and interpretation, honoraria of teachers who are participants of the pilots under the Project, bank charges, social charges, and such other expenditures as may be agreed upon by the World Bank, but excluding salaries or honoraria of officials and employees of the Recipient, all based on periodic budgets acceptable to the World Bank.

(e) “MOE” means Recipient’s Ministry of Education or its legal successor.

(f) “Procurement Plan” means the Recipient’s procurement plan for the Project, dated September 12, 2013 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.

(g) “Project Operational Manual” or “POM” means the manual, to be adopted by the Recipient, pursuant to Article V, Section 5.01(b) of this Agreement, and satisfactory to the World Bank, setting forth the operational and administrative responsibilities, procedures and rules for the implementation of the Project, including a manual of financial procedures, consistent with the provisions of this Agreement and with the national laws and regulations of the Recipient, as the same may be amended and supplemented from time to time with the World Bank’s prior written approval.
(h) "Resettlement" means: (i) the involuntary taking of land, including anything growing on or permanently affixed to such land, such as buildings and crops, resulting in: (A) relocation or loss of shelter; (B) loss of assets or access to assets; or (C) loss of income sources or means of livelihood, whether or not the affected persons must move to another location; or (ii) the involuntary restriction of access to legally designated parks and protected areas resulting in adverse impacts on the livelihoods of the affected persons, and encompassing restrictions on the use of resources imposed on people living outside a park or protected area, or on those who continue living inside the park or protected area during and after Project implementation.

(i) "Resettlement Policy Framework" or "RPF" means the Recipient’s policy framework for resettlement, dated August 14, 2012, disclosed on August 14, 2012, and in the World Bank’s Infoshop on August 22, 2012, referred to in Schedule 2, Section I(B)(1) of this Agreement, and satisfactory to the World Bank, providing procedures and guidelines for the preparation, adoption, implementation and monitoring of Resettlement Action Plans, as said framework may be amended from time to time with the prior approval of the World Bank.

(j) "Resettlement Action Plans" or "RAPs" means the site-specific documents, to be prepared and adopted by the Recipient, pursuant to the RPF and Schedule 2, Section I(B)(1) of this Agreement, and satisfactory to the World Bank, containing, inter alia, a program of actions, measures and policies for compensation of persons, including compensation arrangements, budget and cost estimates, and sources of funding, together with adequate institutional, monitoring and reporting arrangements capable of ensuring proper implementation of, and regular feedback on compliance with its terms for each site, as the same may be amended and supplemented from time to time with the World Bank’s prior written approval; and “RAP” means one of the above-referenced RAPs.

(k) "Training" means expenditures for the Project related to study tours, training courses, seminars, workshops and other training activities not included under goods or service providers’ contracts, including trainers’ honorarium, costs of training materials, space and equipment rental, catering, travel and per diem costs of trainees and trainers.
Article II
The Project

2.01. The Recipient declares its commitment to the objectives of the project described in Schedule I to this Agreement ("Project"). To this end, the Recipient shall carry out the Project, through the Ministry of Education ("MOE"), as the implementing agency, in accordance with the provisions of: (a) Article II of the Standard Conditions; and (b) the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants," dated October 15, 2006 ("Anti-Corruption Guidelines").

2.02. Without limitation upon the provisions of Section 2.01 of this Agreement, and except as the Recipient and the World Bank shall otherwise agree, the Recipient shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

Article III
The Grant

3.01. The World Bank agrees to extend to the Recipient, on the terms and conditions set forth or referred to in this Agreement, a grant in an amount equal to sixteen million two hundred thousand United States Dollars (US$16,200,000) ("Grant") to assist in financing the Project.

3.02. The Recipient may withdraw the proceeds of the Grant in accordance with Section IV of Schedule 2 to this Agreement.

3.03. The Grant is funded out of the abovementioned trust fund for which the World Bank receives periodic contributions from the donors to the trust fund. In accordance with Section 3.02 of the Standard Conditions, the World Bank's payment obligations in connection with this Agreement are limited to the amount of funds made available to it by the donors under the abovementioned trust fund, and the Recipient's right to withdraw the Grant proceeds is subject to the availability of such funds.

Article IV
Additional Remedies

4.01. The Additional Events of Suspension referred to in Section 4.02(k) of the Standard Conditions consist of the following: the World Bank has determined, after the Effective Date referred to in Section 5.03 of this Agreement, that prior to such date but after the date of this Agreement, an event has occurred which would have entitled the World Bank to suspend the Recipient's right to make
withdrawals from the Grant Account if this Agreement had been effective on the date such event occurred.

Article V
Effectiveness; Termination

5.01. This Agreement shall not become effective until evidence satisfactory to the World Bank has been furnished to the World Bank that the following conditions have been satisfied:

(a) the execution and delivery of this Agreement on behalf of the Recipient have been duly authorized or ratified by all necessary governmental action;

(b) the Project Operational Manual, satisfactory to the World Bank, has been adopted by the Recipient;

(c) the Recipient has hired Financial Management consultant to assist the Chief Accountant of the MOE; and

(d) the Recipient has signed a contract to upgrade its automated accounting system for the Project’s needs satisfactory to the World Bank.

5.02. As part of the evidence to be furnished pursuant to Section 5.01(a), there shall be furnished to the World Bank an opinion or opinions satisfactory to the World Bank of counsel acceptable to the World Bank or, if the World Bank so requests, a certificate satisfactory to the World Bank of a competent official of the Member Country, showing: on behalf of the Recipient, that this Agreement has been duly authorized or ratified by, and executed and delivered on its behalf and is legally binding upon it in accordance with its terms.

5.03. Except as the Recipient and the World Bank shall otherwise agree, this Agreement shall enter into effect on the date upon which the World Bank dispatches to the Recipient notice of its acceptance of the evidence required pursuant to Section 5.01 (“Effective Date”). If, before the Effective Date, any event has occurred which would have entitled the World Bank to suspend the right of the Recipient to make withdrawals from the Grant Account if this Agreement had been effective, the World Bank may postpone the dispatch of the notice referred to in this Section until such event (or events) has (or have) ceased to exist.

5.04. Termination for Failure to Become Effective. This Agreement and all obligations of the parties under it shall terminate if it has not entered into effect by the date ninety (90) days after the date of this Agreement, unless the World Bank, after consideration of the reasons for the delay, establishes a later date for the purpose of this Section. The World Bank shall promptly notify the Recipient of such later date.
Article VI
Recipient’s Representative; Addresses

6.01. The Recipient’s Representative referred to in Section 7.02 of the Standard Conditions is the Minister of Finance.

6.02. The Recipient’s Address referred to in Section 7.01 of the Standard Conditions is:

Ministry of Finance
3 Akademikov Rajabovikh Ave.
Dushanbe, 734025
Republic of Tajikistan

Facsimile:
(992-372) 213329

6.03. The World Bank’s Address referred to in Section 7.01 of the Standard Conditions is:

International Bank for Reconstruction and Development and
International Development Association
1818 H Street, N.W.
Washington, D.C. 20433
United States of America

Cable: INTBAFRAD
Telex: INDEVAS 248423 (MCI) or 64145 (MCI)
Facsimile: 1-202-477-6391
AGREED at Dushanbe, Republic of Tajikistan, as of the day and year first above written.

REPUBLIC OF TAJIKISTAN

By: [Signature]

Authorized Representative

Name: Safariy Majumderov

Title: Minister of Finance

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT AND INTERNATIONAL DEVELOPMENT ASSOCIATION
acting as administrator of the Global Partnership for Education Multi-Donor Trust Fund

By: [Signature]

Authorized Representative

Name: Martha M. Olive

Title: Country Manager
SCHEDULE 1

Project Description

The objective of the Project is to contribute to improving the learning conditions in preschool and general education.

The Project consists of the following four components:

Component 1: Increasing Access to Quality Early Childhood Education Programs

(a) Performing a comprehensive pre-school sector analysis, including an analysis of the structure and organization of the sector, preschool mapping, financial analysis, an evaluation of the quality of existing preschools and the alternative programs, and a review of the existing legal and regulatory framework, through the provision of technical assistance.

(b) Establishing or reinforcing Early Learning Centers (ELCs) and existing state kindergartens, including the training and mentoring of teachers and the provision of a package of essential Teaching-Learning Materials (TLMs) and furniture.

(c) Mobilizing beneficiary communities to establish an ELC or to reinforce existing ELCs, including support to the Rayon Education Departments (REDs), and local stakeholders to raise awareness about early childhood education, identification of a physical space for locating the ELC, negotiation of an agreement among local stakeholders to cover the recurrent costs of operating the ELC, recruitment of a teacher to work in the ELC, and support for improving legal framework for establishment and operation of ELCs.

(d) Strengthening capacity in the Republican Institute for In-Service Teacher Training (RIITT) to deliver training courses for pre-school teachers pursuant to the new program.

Component 2: Enhancing Quality of Education

Subcomponent 2.1: Upgrading Primary Education Curriculum and Pedagogy by:

(a) Upgrading primary curriculum package.

(b) Raising awareness about the education content modernization, through a communications campaign.
(c) Strengthening capacity in the RIITT to deliver training courses for primary teachers pursuant to the new subject standards and programs.

(d) Training pedagogical staff in the primary school.

(e) Procuring and distributing a package of essential TLMs for primary grades.

(f) Printing and distributing teacher methodological guidance manuals to schools.

(g) Evaluating the effects on teaching-learning practices of the teacher training, TLMs and revised education program.

Subcomponent 2.2: Upgrading Secondary Education Curriculum and Pedagogy by:

(a) Upgrading curriculum package for Mathematics and Tajik language subjects, and other subjects, subject to availability of funding and agreement of the World Bank, grades 5-11.

(b) Piloting the revised programs for selected subjects, including technical assistance, training participating teachers, monitoring visits, periodic seminars with participants, and collecting and consolidating findings.

(c) Strengthening capacity in the RIITT to deliver training courses for teachers of the selected subjects pursuant to the new standards and programs.

(d) Improving the guidelines on the textbook development and review in the context of competency-based curricula; and training Academy of Education staff, textbook authors and evaluators on the development and appraisal of textbooks.

Subcomponent 2.3: Promoting Inclusive Education by:

(a) Adjusting school buildings to the needs of children with physical disabilities by upgrading schools with pathways, accessible latrines and ramps as needed.

(b) Distributing TLMs to support teachers in adapting the curriculum to suit the individual needs of students with disabilities.
Component 3: Improving Child-Friendly Learning Environments

Subcomponent 3.1: Increasing Access to Child-Friendly Schools by:

(a) Constructing and rehabilitating of school buildings and other education institutions selected upon agreement with the World Bank in accordance with the criteria set forth in the Project Operations Manual.

(b) Undertaking a survey at schools targeted for civil works to gather key education indicators.

Subcomponent 3.2: Provision of Supplies to Develop Child-Friendly Schools by:

Purchasing and distributing furniture to schools and other education institutions identified under this Grant including those affected by the works in component (3.1).

Component 4: Strengthening System Capacity

Subcomponent 4.1: Management Capacity Strengthening:

Providing Training and other technical assistance, particularly in the areas of fiduciary controls, contracts management, data analysis and strategic planning.

Subcomponent 4.2: Directors’ Training:

(a) Improvement of the modules for directors’ training.

(b) Training directors of general secondary education schools in financial management and pedagogical leadership, and training directors of state kindergartens in financial management.

Subcomponent 4.3: Per Capita Financing (PCF):

(a) Support to PCF implementation in general education.

(b) Provision of technical assistance for extending PCF scheme to all state kindergartens in two phases, by revising the legal and regulatory framework and administrative structure, and distributing legal and regulatory documentation and by supporting the MOE, RED, rayon financial departments and state kindergartens to ensure compliance with per capita financing procedures.
**Subcomponent 4.4: Expanding Education Management Information System (EMIS):**

(a) Support to EMIS implementation in general education.

(b) Expanding the EMIS to pre-school, vocational training and higher education sectors and providing technical assistance, as well as publishing questionnaires and statistical digests produced by the Educational Management and Information System Department.

**Subcomponent 4.5: Project Management, Monitoring and Evaluation:**

(a) Providing consultants' services, including financial audits, goods, training and Incremental Operating Costs to support activities of the MOE relevant to project management, implementation, monitoring and evaluation.

(b)提供技术援助以设计和覆盖文明工作的实施成本，包括Subcomponents 2.3和3.1的监理成本。

(c) Supporting Third Party Quality Assurance technical assistance for the supervision of civil works under Subcomponents 2.3 and 3.1.
SCHEDULE 2

Project Execution

Section I. Institutional and Other Arrangements

A. Institutional Arrangements

1. The Recipient, through the MOE, as the implementing agency, shall carry out the Project in accordance with the requirements, criteria, organizational arrangements and operational procedures set forth in the Project Operational Manual, the EMF, and the RPF, and shall not amend, suspend, abrogate or waive any provisions of the Project Operational Manual, the EMF, or the RPF without the prior approval of the World Bank.

2. At all times during the implementation of the Project, the Recipient shall provide the MOE with such funds, facilities and resources, as set out in the Project Operational Manual, satisfactory to the World Bank.

B. Environmental and Social Safeguards

1. The Recipient, through the MOE: (i) shall prepare, prior to the commencement of any works under the Project involving land acquisition and/or Resettlement, RAPs, satisfactory to the World Bank, in accordance with the RPF; (ii) shall carry out the Project in accordance with the respective RAPs; and (iii) shall not amend, suspend, abrogate or waive any provisions of the respective RAPs without the prior approval of the World Bank.

2. The Recipient, through the MOE: (i) shall prepare, prior to the commencement of any works under the Project, EAs and associated EMPs, in accordance with the EMF, which shall be subject to prior review by the World Bank, as requested by the World Bank; (ii) shall carry out the Project in accordance with the respective EAs and associated EMPs; and (iii) shall not amend, suspend, abrogate or waive any provisions of the respective EAs and associated EMPs without the prior approval of the World Bank.

C. Anti-Corruption

The Recipient shall ensure that the Project is carried out in accordance with the provisions of the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 (“Anti-Corruption Guidelines”).
Section II.  Project Monitoring, Reporting and Evaluation

A.  Project Reports; Completion Report

1.  Interim Reviews

   (a) The Recipient shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 2.06 of the Standard Conditions, the Project Operational Manual, and on the basis of indicators agreed with the World Bank. Each Project Report shall cover the period of one calendar semester, and shall be furnished to the World Bank not later than one month after the end of the period covered by such report.

   (b) Not later than March 31, 2015 the Recipient shall carry out jointly with the World Bank, a midterm review of the progress made in carrying out the Project (hereinafter referred to as the Midterm Review). The Midterm Review shall cover, amongst other things: (i) progress made in meeting the Project’s objective; and (ii) overall Project performance against Project performance indicators.

   (c) The Recipient shall prepare at least four (4) weeks prior to the Midterm Review, and furnish to the World Bank, a separate report describing the status of implementation of each component of the Project and a summary report of Project implementation generally.

2.  Completion Review

The Recipient shall prepare the Completion Report in accordance with the provisions of Section 2.06 of the Standard Conditions. The Completion Report shall be furnished to the World Bank not later than six (6) months after the Closing Date.

B.  Financial Management; Financial Reports; Audits

1. The Recipient shall ensure that a financial management system is maintained in accordance with the provisions of Section 2.07 of the Standard Conditions.

2. The Recipient shall ensure that interim unaudited financial reports for the Project are prepared and furnished to the World Bank not later than forty-five (45) days after the end of each calendar quarter, covering the quarter, in form and substance satisfactory to the World Bank.

3. The Recipient shall have its Financial Statements for the Project audited in accordance with the provisions of Section 2.07(b) of the Standard Conditions.
Each audit of the Financial Statements shall cover the period of one fiscal year of the Recipient. The audited Financial Statements for each such period shall be furnished to the World Bank not later than six (6) months after the end of such period, or, in the case of the audited Financial Statements to be furnished at the completion of the Project, within six (6) months of the end of the disbursement deadline date.

Section III. Procurement

A. General

1. Procurement and Consultant Guidelines. All goods, works, non-consulting services and consultants' services required for the Project and to be financed out of the proceeds of the Grant shall be procured in accordance with the requirements set forth or referred to in:

(a) Section I of the “Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits& Grants by World Bank Borrowers” dated January 2011 (“Procurement Guidelines”), in the case of goods, works and non-consulting services;

(b) Sections I and IV of the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits& Grants by World Bank Borrowers” dated January 2011 (“Consultant Guidelines”) in the case of consultants’ services; and

(c) the provisions of this Section, as the same shall be elaborated in the procurement plan prepared and updated from time to time by the Recipient for the Project in accordance with paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines (“Procurement Plan”).

2. Definitions. The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the World Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

B. Particular Methods of Procurement of Goods, Works and Non-consulting services

1. International Competitive Bidding. Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works and non-consulting services for those contracts specified in the Procurement Plan which the Bank agrees meet the requirements set forth in the Procurement Guidelines for their use:

   (a) National Competitive Bidding, subject to the additional provisions set forth in Appendix A to this Schedule 2;
   (b) Shopping; and
   (c) Direct Contracting.

C. **Particular Methods of Procurement of Consultants’ Services**

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

2. **Other Methods of Procurement of Consultants’ Services.** The following methods, other than Quality- and Cost-based Selection, may be used for procurement of consultants’ services for those assignments which are specified in the Procurement Plan:

   (a) Quality-Based Selection;
   (b) Selection under a Fixed Budget;
   (c) Least Cost Selection;
   (d) Selection based on Consultants’ Qualifications;
   (e) Single-Source Selection; and
   (f) Selection of Individual Consultants.

D. **Review by the World Bank of Procurement Decisions**

The Procurement Plan shall set forth those contracts which shall be subject to the World Bank’s Prior Review. All other contracts shall be subject to Post Review by the World Bank.

Section IV. **Withdrawal of Grant Proceeds**

A. **General**

1. The Recipient may withdraw the proceeds of the Grant in accordance with the provisions of: (a) Article III of the Standard Conditions; (b) this Section; and (c) such additional instructions as the World Bank may specify by notice to the Recipient (including the “World Bank Disbursement Guidelines for Projects” dated May 2006, as revised from time to time by the World Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible
Expenditures as set forth in the following table. The table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Grant ("Category"), the allocations of the amounts of the Grant to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category:

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Grant Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be Financed, exclusive of VAT and customs duties</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, non-consulting services, consultants' services, Incremental Operating Costs and Training</td>
<td>$8,800,000</td>
<td>100%</td>
</tr>
<tr>
<td>(2) Works</td>
<td>$7,400,000</td>
<td>100%</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>$16,200,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section no withdrawal shall be made:
   
   (a) for payments made prior to the date of countersignature of this Agreement, except that withdrawals up to an aggregate amount not to exceed $500,000 may be made for payments made prior to this date but on or after July 1, 2013 for Eligible Expenditures under Category 1; or
   
   (b) under Category (2) unless: (i) a RAP has been prepared, and compensation paid pursuant to such RAP in accordance with the RFP, for the site involving land acquisition or Resettlement for which the withdrawal for expenditures has been submitted, and (ii) an EA and associated EMP, has been prepared in accordance with the EMF, for the site for which withdrawal for expenditures has been submitted, all as set out in Schedule 2, Section I(B)(1) and (2) to this Agreement.

2. The Closing Date referred to in Section 3.06(c) of the Standard Conditions is September 30, 2016.
APPENDIX

NATIONAL COMPETITIVE BIDDING

The procurement procedure to be followed for National Competitive Bidding (NCB) shall be the tendering with unlimited participation procurement method set forth in Law #168, the Law of the Republic of Tajikistan on “Public Procurement of Goods, Works and Services,” dated March 3, 2006 (as amended by Law #815, the Law of the Republic of Tajikistan on “Introduction of Amendments and Additions to the Law of the Republic of Tajikistan on ‘Public Procurement of Goods, Works and Services’” dated April 16, 2012) (“the PPL”); provided, however, that such procedure shall be subject to: (a) the provisions of Section I and paragraphs 3.3 and 3.4 of the Procurement Guidelines (as required by paragraph 3.3 of the Guidelines) and (b) the following paragraphs:

Participation in bidding

1. **Eligibility:** Eligibility of bidders to participate in a procurement process and to be awarded a World Bank-financed contract shall be as defined under Section I of the Procurement Guidelines; accordingly, no bidder or potential bidder shall be declared ineligible for contracts financed by the World Bank for reasons other than those provided in Section I of the Procurement Guidelines.

2. **Domestic Preference:** No domestic preference may be applied in bid evaluation on the basis of bidder nationality, the origin of goods, services or labor, and/or preferential programs.

3. **Bidding Documents:** Procuring entities shall use the appropriate standard bidding documents acceptable to the World Bank, which documents shall be prepared so as to ensure economy, efficiency, transparency, and broad consistency with the provisions of Section I of the Procurement Guidelines. Until a modified version of the Recipient’s standard bidding documents has been approved by the World Bank, the World Bank’s sample NCB bidding documents for the Europe and Central Asia Region shall be used.

4. **Bid Validity:** The bid validity period required by the bidding documents shall be sufficient to account for any period that may be required for the approval and registration of the contract as contemplated in the PPL. An extension of bid validity, if justified by exceptional circumstances, may be requested in writing from all bidders before the original bid validity expiration date, provided that such extension shall cover only the minimum period required to complete the evaluation, award a contract, and/or complete the registration process. No further extensions shall be requested without the prior written concurrence of the World Bank.
5. **Qualification:** Qualification criteria shall be clearly specified in the bidding documents. All criteria so specified, and only such specified criteria, shall be used to determine whether a bidder is qualified. Qualification shall be assessed on a “pass or fail” basis, and merit points shall not be used. Such assessment shall be based entirely upon the bidder’s or prospective bidder’s capability and resources to effectively perform the contract, taking into account objective and measurable factors, including: (i) relevant general and specific experience, and satisfactory past performance and successful completion of similar contracts over a given period; (ii) financial position; and where relevant (iii) capability of construction and/or manufacturing facilities.

Prequalification procedures and documents acceptable to the World Bank shall be used for large, complex and/or specialized works contracts. Verification of the information upon which a bidder was prequalified, including current commitments and the bidder’s capability with respect to personnel and equipment, shall be carried out at the time of contract award. In the procurement of goods and works where prequalification is not used, the qualification of the bidder who is recommended for award of contract shall be assessed by post-qualification, applying the qualification criteria stated in the bidding documents.

6. **Guarantees:** Guarantees shall be in the format specified in the bidding documents. The bid guarantee shall be valid for twenty-eight days (28) beyond the original validity period of the bid, or beyond any period of extension if requested.

7. **Bid Submission and Bid Opening:** Prospective bidders shall be given at least thirty (30) days from the date of publication of the invitation to bid or the date of availability of the bidding documents, whichever is later, to prepare and submit bids. Bids may be delivered by mail or by hand. Bids shall be opened in public immediately after the deadline for their submission. The minutes of bid opening shall be signed by the members of the bidding committee immediately after bid opening. A copy of the bid opening minutes shall be promptly provided to all bidders who submitted bids, and to the World Bank with respect to contracts subject to the World Bank’s prior review. No bids shall be rejected at bid opening.

8. **Bid Evaluation and Award of Contracts:** Bidders shall not be allowed to be present during bid evaluation, and no information relating to the evaluation of bids shall be disclosed to bidders until the bidders are notified of the contract award.

Evaluation criteria shall be clearly specified in the bidding documents. Evaluation of bids shall be made in strict adherence to the criteria specified in the bidding documents. All bid evaluation criteria other than price shall be quantifiable in monetary terms. Merit points shall not be used, and no minimum
point or percentage value shall be assigned to the significance of price, in bid evaluation. Bidders shall not be eliminated on the basis of minor, nonmaterial deviations. Contracts shall be awarded to the qualified bidder whose bid has been determined: (i) to be substantially responsive to the bidding documents; and (ii) to offer the lowest-evaluated cost.

A bidder shall not be required, as a condition for award, to undertake obligations not specified in the bidding documents or otherwise to modify the bid as originally submitted.

9. **Cost Estimates:** Cost estimates shall be confidential and shall not be disclosed to prospective bidders. No bids shall be rejected on the basis of comparison with the cost estimates and/or budget ceiling without the World Bank’s prior written concurrence.

10. **Rejection of Bids and Re-bidding:** No bids shall be rejected solely because they fall outside a pre-determined margin or “bracket” of prices. All bids (or the sole bid if only one bid is received) shall not be rejected, the procurement process shall not be cancelled, and new bids shall not be solicited without the World Bank’s prior written concurrence.

11. **Contract Modifications:** With respect to contracts subject to the World Bank’s prior review, the Recipient shall obtain the World Bank’s no objection before agreeing to: (i) a material extension of the stipulated time for performance of a contract; (ii) any substantial modification of the contract scope of services or other significant changes to the terms and conditions of the contract; (iii) any variation order or amendment (except in cases of extreme urgency) which, singly or combined with all variation orders or amendments previously issued, increases the original contract amount by more than 15 percent; or (iv) the proposed termination of the contract. A copy of all contract amendments shall be provided to the World Bank.

12. **Fraud and Corruption:** The bidding documents and contract as deemed acceptable by the World Bank shall include provisions stating the World Bank’s policy to sanction firms or individuals, found to have engaged in fraud and corruption as defined in the Procurement Guidelines.
13. **Inspection and Audit Rights:** In accordance with the Procurement Guidelines, each bidding document and contract financed out of the proceeds of the Financing shall provide that bidders, suppliers and contractors, and their subcontractors, agents, personnel, consultants, service providers, or suppliers, shall permit the World Bank to inspect all accounts, records, and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the World Bank. Acts intended to materially impede the exercise of the World Bank’s inspection and audit rights provided for in the Procurement Guidelines constitute an obstructive practice as defined in the Procurement Guidelines.