

PROCUREMENT PLAN

Project information: Sierra Leone Energy Sector Utility Project (P157778)

Project Implementation agency: EDSA

Date of the Procurement Plan: December 2017

Period covered by this Procurement Plan: 12 months

Preamble

In accordance with paragraph 5.9 of the “World Bank Procurement Regulations for IPF Borrowers” (July 2016) (“Procurement Regulations”) the Bank’s Systematic Tracking and Exchanges in Procurement (STEP) system will be used to prepare, clear and update Procurement Plans and conduct all procurement transactions for the Project.

This textual part along with the Procurement Plan tables in STEP constitute the Procurement Plan for the Project. The following conditions apply to all procurement activities in the Procurement Plan. The other elements of the Procurement Plan as required under paragraph 4.4 of the Procurement Regulations are set forth in STEP.

The Bank’s Standard Procurement Documents: shall be used for all contracts subject to international competitive procurement and those contracts as specified in the Procurement Plan tables in STEP.

National Procurement Arrangements: In accordance with paragraph 5.3 of the Procurement Regulations, when approaching the national market (as specified in the Procurement Plan tables in STEP), the country’s own procurement procedures may be used.

When the Borrower uses its own national open competitive procurement arrangements as set forth in the **Public Procurement Act, 216 of the Republic of Sierra Leone**, such arrangements shall be subject to paragraph 5.4 of the Procurement Regulations and the following conditions:

In accordance with paragraph 5.3 of the Procurement Regulations, the request for bids/request for proposals document shall require that Bidders/Proposers submitting Bids/Proposals present a signed acceptance at the time of bidding, to be incorporated in any resulting contracts, confirming application of, and compliance with, the Bank’s Anti-Corruption Guidelines, including without limitation the Bank’s right to sanction and the Bank’s inspection and audit rights. The form of the Letter of Acceptance is attached in Appendix 1.

Leased Assets as specified under paragraph 5.10 of the Procurement Regulations: Leasing may be used for those contracts identified in the Procurement Plan tables: **Not Applicable.**

Procurement of Second Hand Goods as specified under paragraph 5.11 of the Procurement Regulations – is allowed for those contracts identified in the Procurement Plan tables: **Not Applicable.**

Domestic preference as specified under paragraph 5.51 of the Procurement Regulations (Goods and Works).

Goods: **Not Applicable for those contracts identified in the Procurement Plan tables**

Works: **No applicable**

Hands-on Expanded Implementation Support (HEIS) as specified under paragraphs 3.10 and 3.11 of the Procurement Regulations: Not Applicable.

Other Relevant Procurement Information:-

(a). Prior Procurement Arrangements:

The Procurement Arrangements as indicated in the below table and within the thresholds indicated in the below tables will be used. The thresholds for the Bank's prior review requirements are also provided in the table below:

Table: Thresholds*, Procurement Arrangements, and Prior Review

(The table below depicts the Thresholds and Procurement Methods to be used under the REDISSE II project):

Thresholds*, Procurement Methods, and Prior Review

No	Expenditure Category	Contract (C) Value Threshold* [eq. USD]	Procurement Method	Contracts Subject to Prior Review / [eq. US\$]
1	Works	$C \geq 20,000,000$	Open Competition International Market Approach and Direct Contracting	All contracts at or above USD 10 million are subject to international advertising and the use of the Bank's SPDs (or other documents agreed with the Bank).
		$200,000 < C < 20,000,000$	Open Competition National Market Approach	None
		$C \leq 200,000$	RfQ	None
2	Goods, IT and non-consulting services	$C \geq 5,000,000$	Open Competition International Market Approach and Direct Contracting	All contracts at or above USD 2 million are subject to international advertising and the use of the Bank's SPDs (or other documents agreed with the Bank).
		$100,000 < C < 5,000,000$	Open Competition National Market Approach	None
		$C \leq 100,000$	RfQ	None
3	National shortlist for selection of consultant firms	$C < 300,000$	for Consulting Services	All contracts at or above USD 300,000 are subject to international advertising and the use of the Bank's SPDs (or other documents agreed with the Bank).

No	Expenditure Category	Contract (C) Value Threshold* [eq. USD]	Procurement Method	Contracts Subject to Prior Review / [eq. US\$]
		$C \leq 500,000$	for Engineering and Construction Supervision	All contracts at or above USD 300,000 are subject to international advertising and the use of the Bank's SPDs (or other documents agreed with the Bank).
4	Selection of Individual consultants	$\geq 300,000$	All Approaches	$\geq 300,000$
5	Training, Workshops, Study Tours	All Values	Based on approved Annual Work Plan & Budgets (AWPB) by TTL	This line activity is not subject to procurement Review.

(Special procurement arrangements like direct contracting, use of SOEs, UN Agencies, third party monitors, local NGOs, Force Account, servants needs, results based arrangements. It is not expected that there will need for prequalification in the procurement arrangements under REDISSE II)

*These thresholds are for the purposes of the initial procurement plan for the first 18 months. The thresholds will be revised periodically based on re-assessment of risks. All contracts not subject to prior review will be post-reviewed.

** Short lists of consultants for services estimated to cost less US\$300,000 equivalent per contract may be composed entirely of national consultants in accordance with the provisions of paragraph 2.7 of the Consultant Guidelines. However, if foreign firms have expressed interest, they will not be excluded from consideration.

Prequalification. Not expected for the packages of works/goods packages in the procurement plan.

Proposed Procedures for CDD Components: Not Applicable

Reference to (if any) Project Operational/Procurement Manual: the project team will prepare Procurement manuals. The Procurement Plan/Manual will also form part of the Project Implementation Manual.

Any Other Special Procurement Arrangements: Not Applicable

Procurement Packages/PLAN with Procurement Arrangements and Time Schedule: as per the Table below:

Appendix 1

Letter of Acceptance of the World Bank's Anti-Corruption Guidelines and Sanctions Framework

Date: __

Invitation of Bids/Proposals No. _____

To:

We, along with our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not) consultants and personnel, acknowledge and agree to abide by the World Bank's policy regarding Fraud and Corruption (corrupt, fraudulent, collusive, coercive, and obstructive practices), as set out and defined in the World Bank's Anti-Corruption Guidelines¹ in connection with the procurement and execution of the contract (in case of award), including any amendments thereto.

We declare and warrant that we, along our sub-contractors, sub-consultants, service providers, suppliers, agents (whether declared or not), consultants and personnel, are not subject to, and are not controlled by any entity or individual that is subject to, a temporary suspension, early temporary suspension, or debarment imposed by a member of the World Bank Group, including, inter alia, a cross-debarment imposed by the World Bank Group as agreed with other international financial institutions (including multilateral development banks), or through the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement. Further, we are not ineligible under the laws or official regulations of *[Insert name of Employer as per bidding document]* or pursuant to a decision of the United Nations Security Council.

We confirm our understanding of the consequences of not complying with the World Bank's Anti-Corruption Guidelines, which may include the following:

- a. rejection of our Proposal/Bid for award of contract;
- b. in the case of award, termination of the contract, without prejudice to any other remedy for breach of contract; and
- c. sanctions, pursuant to the Bank's Anti-corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the Bank's Sanctions Framework. This may include a public declaration of ineligibility, either indefinitely or for a stated period of time, (i) to be awarded or otherwise benefit from a Bank-financed contract,

¹*Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by International Bank for Reconstruction and Development Loans and the International Development Agency Credits and Grants*, dated October 15, 2006, and revised in January 2011 and July 2016, as they may be revised from time to time.

financially or in any other manner;² (ii) to be a nominated³ 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.

We understand that we may be declared ineligible as set out above upon:

- a. completion of World Bank Group sanctions proceedings according to its prevailing sanctions procedures;
- b. cross-debarment as agreed with other international financial institutions (including multilateral development banks);
- c. the application of a World Bank Group finding of non-responsibility on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement; or
- d. temporary suspension or early temporary suspension in connection with an ongoing World Bank Group sanctions proceeding.

For avoidance of doubt, the foregoing effects of ineligibility do not extend to a sanctioned firm's or individual's execution of its ongoing Bank-financed contracts (or its ongoing sub-agreements under such contracts) that are not the subject of a material modification, as determined by the Bank.

We shall permit, and shall cause our sub-contractors, sub-consultants, agents (whether declared or not), personnel, consultants, service providers or suppliers, to permit the Bank to inspect⁴ all accounts, records, and other documents relating to the procurement process and/or contract execution (in the case of award), and to have them audited by auditors appointed by the Bank.

² 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.

³ 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.

⁴ Inspections in this context are usually 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.

We agree to preserve all accounts, records, and other documents (whether in hard copy or electronic format) related to the procurement and execution of the contract.

Name of the Bidder/Consultant: _____

Name of the person duly authorized to sign the Bid/Proposal on behalf of the Bidder/Consultant:

Title of the person signing the Letter: _____

