

APPROVED
**The Ministry of Higher Education,
Science and Innovations of the
Republic of Uzbekistan**

Signed, stamped

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Deputy Minister**

REPUBLIC OF UZBEKISTAN

**Ministry of Higher Education, Science and
Innovations of the Republic of Uzbekistan
World Bank Project**

**“MODERNIZING UZBEKISTAN’S NATIONAL INNOVATION
SYSTEM”**

GRANT FIDUCIARY MANUAL

**RESEARCH COMMERCIALIZATION PROGRAM (RCP)
AND
BUSINESS INVESTMENTS IN RESEARCH AND DEVELOPMENT (BIRD)**

Approved by ASSOCIATION (date 20th of March, 2024y.)

*Adopted by the Ministry of Higher Education, Science and Innovations of the Republic of Uzbekistan
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ABBREVIATIONS AND ACRONYMS

BOM	Bill of Material
BIRD	Business Investments In Research And Development
EMP	Environmental Monitoring Plan
ESMP	Environmental and Social Management Plan
ESMoP	Environmental and Social Monitoring Plan
ESCP	Environmental and Social Commitment Plan
ESIA	Environmental and Social Impact Assessment
ESF	Environmental and Social Framework
ESMF	Environmental and Social Management Framework
ESS	Environmental and Social Standards
E&S	Environmental and Social
ER	Evaluation Report
FA	Financing Agreement
GA	Grant Agreement
GFM	Grant Fiduciary Manual
GPM	Grant Program Manual
IDA	International Development Association
IEB	International Expert Board
MHESI	Ministry of Higher Education, Science and Innovations of the Republic of Uzbekistan
MUNIS	Modernizing Uzbekistan National Innovation System
PI	Principal Investigator
PIU	Project Implementation Unit
POM	Project Operations Manual
PP	Procurement Plan
RCP	Research Commercialization Program
TTU	Technology Transfer Unit
WB	World Bank
WA	Withdrawal Application

DEFINITIONS

Co-financing – extra-budgetary financial resources provided for the implementation of a Subproject by a financial and/or industrial partner in accordance with Grant Program Manual and the Grant Agreement.

Co-financing partner(s) – an individual or legal entity that provides co-financing for the implementation of a Subproject in accordance with Grant Program Manual and the Grant Agreement.

Co- Principal Investigator – an individual who, in the absence of PI, takes leadership for a Subproject, including but not limited to, the recruiting, training, and oversight of research assistants, as well as for the overall research administration and reporting.

Chief Technology Officer - an applicant of BIRD, individual, a citizen of the Republic of Uzbekistan, scientific and technical leader with at least of 50% of time commitment.

Deputy Chief Technology Officer - an individual who, in the absence of CTO, takes leadership for a Subproject, including but not limited to, the recruiting, training, and oversight of research assistants, as well as for the overall research administration and reporting.

Grant Agreement – agreement on grant supporting of winner Subprojects, which defines the conditions of provision of the Grant and regulates the rights and obligations of parties in completion with the Grant Program Manual and the Grant Fiduciary Manual.

Grantee – the recipient of the grant, a new or existing legal entity in the Republic of Uzbekistan in the form of a limited liability company.

Grant Proposal – description of the Subproject presented as part of the application documentation submitted to the RCP or BIRD competition by Principal Investigator or Chief Technology Officer in accordance with Grant Program Manual.

Principal Investigator – an applicant of RCP, individual, citizen of the Republic of Uzbekistan, scientific and technical leader with at least of 50% of time commitment.

Subproject – activities for the implementation of a commercialization project as a set of measures aimed at achieving economic effect of the scientific and technical results, in accordance with the proposal submitted by the PI or CTO to the RCP or BIRD competition.

Technical report – a report, which contains all the relevant technical information on implementation of the Subproject necessary for an objective evaluation of results and making decisions about continuation of funding, it should be provided by the Grantee twice a year in accordance with Grant Program Manual, Grant Fiduciary Manual and the Grant Agreement.

Financial Plan – an integral part of Grant Agreement (Annex 1), which describes Grant expenditures and limits of expenditures categories in accordance to subpoint 2.2 of GFM.

Procurement Plan – an integral part of Grant Agreement (Annex 3), which includes information on procurement packages, methods and PIU (MHESI)/IEB review requirements for the entire Subproject scope consistent with the implementation plan.

Implementation Plan – an integral part of a Grant Agreement (Annex 1), which describes stages of Subproject, depending on implementation milestones and the duration of the Subproject. Name of the activities carried out under each phase, the timing of the activities, planned intermediate and expected results must be indicated at each stage.

Environmental and Social Management Plan – an integral part of Grant Agreement (Annex 2). ESMP should describe how an action might impact on the natural environment in which it occurs and set out clear commitments from the borrower taking the action on how those impacts will be avoided, minimized and managed so that they are environmentally acceptable. An ESMP consists of the set of prevention, mitigation, monitoring, and institutional measures to be taken during implementation and operation to eliminate adverse environmental and social impacts, offset them, or reduce them to acceptable levels. The plan should include the actions needed to implement these measures. ESMPs are essential tools for Subprojects with Low and Moderate Environmental Risk categories, as long as Subproject under the category of Substantial and High Environmental Risk will not be financed by MUNIS to prepare ESMP, the Grantee and its ESIA design team (a) identify the expected adverse impacts to the environment; (b) envisage necessary responses to potentially adverse impacts; (c) determine requirements for

ensuring that those responses are made effectively and in a timely manner; and (d) describe the means for meeting those requirements.

Environmental and social impacts reports – reports, which contains an information on implementation of the requirements of the ESMP. These reports shall be prepared in accordance with Annex 5 to the Grant Agreement and provided by the Grantee annually for Subprojects of III and IV categories. The categories for Subprojects are defined by PIU (MHESI) Environmental Protection Specialist.

INTRODUCTION AND GENERAL PROVISIONS

1. The Modernizing Uzbekistan's National Innovation System (MUNIS) Project seeks to enable the development of a market-oriented National Innovation System (NIS) in Uzbekistan, under the framework of the Financing Agreement (FA) between the Government of the Republic of Uzbekistan and the International Development Association (IDA) of the World Bank (WB), signed on May 17, 2021, and identified as Credit Number 6784-UZ.
2. The MUNIS Project consists of four components that represent a mix of policy instruments designed to improve the scientific performance and economic relevance of applied research and development (R&D), stimulate enterprise-level innovation to achieve the development of new or improved products, technologies, and processes, and create new institutions, such as an International Expert Board (IEB), and a Technology Transfer Unit (TTU). In addition, the Project will fund technical assistance and capacity building to support its implementation.
3. Under Component 1 and Component 2 of the MUNIS Project, grant funding will be provided. Grant funding is guided by the following objectives and budget allocations:
 - A. **Component 1 – Improving research excellence and commercialization** is comprised of three sub-components: (i) Research Excellence Program (REP); (ii) Research Commercialization Program (RCP); and (iii) Public Research Institutes Modernization Program (PRIM). The objective of this component is to improve the capacity of public research organizations to achieve international standards of research quality and enable the commercialization of research results.
 - B. **Component 2 – Promoting innovation in the private sector** - is comprised of two sub-components: (i) Innovation Capabilities Program (ICP) and (ii) Business Investments in R&D Program (BIRD). The objective of this component is to increase private sector innovation in Uzbekistan, enable technology adoption by firms and diffusion and supporting the initial growth of R&D-driven innovation, as well as the expansion of a knowledge-based startup sector in Uzbekistan.
4. Implementation for the grant programs under Components 1 and Component 2 of the MUNIS Project will be governed by a respective Grant Program Manual (GPM) and Grant Fiduciary Manual (GFM) officially adopted by the MHESI, aligned with Project Operations Manual (POM), and satisfactory to the WB.
5. This RCP/BIRD GFM regulates the implementation of the RCP and BIRD matching grant programs under Component 1 and Component 2 of the MUNIS Project, the related procurement, financial management, and reporting to ensure the use of grant funds is in strict compliance with the respective GPM and Grant Agreement (GA), as well as with the POM, and the FA, aiming to prevent/reduce/eliminate financial and project risks. In case of any conflicting provisions among the referred documents, the provisions of the FA shall prevail.
6. Amendments to the GFM can be initiated by either the WB or the MHESI. Any changes and/or amendments must be agreed with the World Bank. The Project Implementation Unit (PIU (MHESI)) will duly inform Grantees/Beneficiaries through the MUNIS Project website about amendments and its implications. In the event of changes affecting grant implementation arrangements, GAs should be timely updated by the PIU (MHESI) and signed by the parties involved.
7. This GFM is a guiding document for the PIU (MHESI) and Grantees/Beneficiaries of the MUNIS Project. This GFM document is composed of six (6) main sections:
 - A. Grant Implementation Arrangements;
 - B. Monitoring and Reporting;
 - C. Procurement Procedures;
 - D. Environmental and Social Impact Monitoring and Reporting;
 - E. Termination of Grant Agreement and Grant Completion; and
 - F. Annexes.
8. All information (including this document) related to the MUNIS Project is available at the project portal: <https://wbgrants.uz>.

1. GRANT IMPLEMENTATION ARRANGEMENTS

9. Once a grant is awarded by the IEB, each selected Grantee will be notified by the PIU, providing detailed instructions about the necessary steps towards completion of the GA (Annex 1), to be signed by the Grantee and the Ministry of Higher Education, Science and Innovations (MHESI) of the Republic of Uzbekistan. The GA shall be executed in English and Uzbek languages. In case of any conflicting provisions, the English version shall prevail.
10. Before the signing of the GA a winner of RCP competition must create a new legal entity in RUZ in the form of a limited liability company especially for the purpose of the Subproject. The founders of the Grantee must at least include the PI and the co-financing partner.
11. Before the signing of the GA a winner of BIRD competition required to identify a Grantee as new or existing legal entity. A new established startup company must be created in RUZ in the form of a limited liability company specifically for the purpose of the Subproject. An existing for-profit company must be registered in the RUZ as micro, small or medium enterprise according to national legislation. NB! The founders of the Grantee must include the CTO.
12. The Grantee must not be bankrupt or insolvent, in the process of liquidation, declared bankrupt by a court decision, whose property has been seized, and/or whose economic activity has been suspended.
13. A majority (more than 50%) of equity of the Grantee must be directly owned and controlled by one of the following:
 - 1) One or more individuals who are citizens or permanent resident aliens of the RUZ;
 - 2) For-profit business entities (each of which is directly owned and controlled by individuals who are citizens or permanent resident aliens of the RUZ);
 - 3) A combination of (1) and (2) above
14. Within 20 working days from the date of the award notification, the Grantee shall submit two (2) signed originals of the GA with all the Annexes herein specified, to the PIU (MHESI). In case of non-compliance, except for force majeure circumstances and PIU delays, with the deadline and its requirements, award process will be cancelled, and the corresponding grant proposal rejected. The PIU (MHESI) will inform the Grantee and the IEB about the rejection.
15. The GA is submitted to the PIU (MHESI) for review and signing. PIU (MHESI), after reviewing the submitted GA for compliance with all rules and conditions of the Program, submits GA to MHESI for signing. One copy of the signed GA is sent to the Grantee by PIU (MHESI).
16. The Grantee must open separate special accounts for grant funds and co-financing money in reputable banks acceptable to the PIU/MHESI. The dedicated bank accounts of grant and co-financing money will be used specifically for funds to pay for eligible expenditures described in the Grant Proposal. The grant and co-financing proceeds will not be pooled with other funds.
17. Co-financing money must be allocated to the bank account of the Grantee before each tranche of the grant funding and must be provided in the form of monetary contributions. Any procurement of goods, services, or works using co-financing funds must adhere to the World Bank's procurement regulations and the GFM.
18. Total amount of co-funding must be fully used during the implementation of Subprojects under the respectful categories of expenditures of the Financial Plan of the GA.
19. The GA will be signed in local currency at the prevailing exchange rate of Central Bank of the Republic of Uzbekistan on the date of the signing. All disbursements of the grant funding from the PIU (MHESI) will be made in the local currency.
20. All Subproject activities funded from the Grant proceeds are subject to WB Procurement, Financial Management and Environmental and Social Framework rules and procedures. Compliance with the mentioned regulations is the responsibility of the Grantee. The respective sections of this GFM provide the detailed description or applicable rules and procedures.

21. The Subproject activities will be implemented following the Implementation Plan, Financial Plan and Procurement Plan that will be an integral part of the GA. The IEB will monitor Subproject implementation progress supported by the PIU (MHESI).
22. The PIU (MHESI) will monitor financial flow of the Subproject implementation described in the relevant sections of this GFM.
23. The grant funding is disbursed in accordance with the financial and procurement plan of the GA and subject to the RCP and BIRD Grantees based on submitted WA to PIU and transferred to the Grantee.
24. Any payments by the Grantees under their Subprojects, regardless of the purpose of payment, shall be made via bank transfers only.
25. Grant expenditures shall strictly adhere to the approved limits on the expenditure categories of the Financial plan attached to the GA.
26. In accordance with the terms of the GA, the Grantee is allowed (based on approval of PIU) to redistribute the grant funds between approved categories of the financial plan, except for wages and equipment, in the amount of not more than 20% of the total initial amount of the category. If redistribution of funds exceeds the above limit, including procurement of equipment and/or causes changes in key personnel (PI, Co-PI, CS, CTO, DCTO, BDM), or a Grantee wishes to create a new category of expenditure, changes are allowed to be made only with prior IEB's approval. In both cases the Grantee sends a request to PIU (MHESI). Redistributions that have been done without the IEB's/PIU approval can lead to GA cancellation.
27. Any changes in approved Implementation Plan, Financial Plan and Procurement Plan specified in Annex 1 to the GA should take place through the conclusion of an Amendment to the GA on the introduction of changes.

2. MONITORING AND REPORTING

2.1 TECHNICAL MONITORING AND REPORTING

28. The Implementation Plan should be divided into stages depending on implementation milestones and the duration of the Subproject. Name of the activities carried out under each phase, the timing of the activities, planned intermediate and expected results must be indicated at each stage.
29. The technical reports shall be provided by the Grantee twice a year, semi-annual reports within 15 business days after the 6th month, and annual reports within 15 business days after the 12th months of the reporting year. The final technical report needs to be presented within 30 calendar days from the date of completion of the Subproject.
30. All technical reports are submitted in electronic form at <https://wbgrants.uz> in English (and Uzbek or Russian) languages. The Grantee should keep the originals and make them available at the PIU (MHESI)'s request.
31. Semi-annual, annual and final technical reports contain all the relevant technical information on implementation of the Subproject necessary for an objective evaluation of results and making decisions about continuation of funding, and shall be prepared in accordance with Annex 4 to the GA.
32. PIU (MHESI) conducts the administrative check for completeness of reporting documents within 5 (five) working days after receipt. The technical report is sent to the IEB via e-mail not later than the next working day after the checking is completed.
33. Methodological guidance on all issues, including monitoring of progress, in accordance with requirements, criteria, organizational arrangements, and operational procedures outlined in this GFM and ESMF <https://wbgrants.uz/articles/regulations> shall be provided by PIU (MHESI).
34. Evaluation of the Subproject's progress is carried out by the IEB every six months:
 - A. Based on of the technical report;
 - B. Based on site visits. If physical visits are impossible, alternative ways of interacting with the Grantee will be considered.
35. Results of the technical report examination by the IEB are registered and reflected in the Evaluation Report for each Grantee. Evaluation report will contain the decision on continuation, or suspension, or termination of funding for each Grantee. The Evaluation Report will be made available for the Grantee in electronic format.
36. According to the results of semi-annual and annual technical monitoring, IEB can recommend adjustments to the plans of Grantees.
37. In order to conduct semi-annual, annual and final technical monitoring, IEB members are required to conduct monitoring in accordance with the IEB Statute.
38. After the Grant's completion, IEB conducts the final evaluation of effectiveness of Grantees.

2.2 FINANCIAL MANAGEMENT, DISBURSEMENT, MONITORING AND REPORTING

Special Accounts

39. Special accounts are accounts that provide for advance payments on a revolving basis from the relevant grant funding provided by PIU and co-financing funding from a co-financing partner(s) for use by the Grantee to cover eligible costs in foreign or local currency.
40. Special accounts are normally held in reputable banks acceptable to the PIU/MHESI that have the range of services necessary for servicing such accounts in the currency appropriate and the anticipated expenditures that the grantee expects to incur in the future. The special accounts must be used only for funds to pay for eligible expenditures described in the GA.
41. In order to use a Special Accounts facility, the Grantees should have (i) effective administrative, financial and accounting systems and procedures in place; (ii) adequate internal control systems; and (ii) the ability and commitment to undertake regular and timely independent audits of such account.

Special Accounts Use

42. The operation and management of special accounts are subject to the following:
 - 1) The accounts shall be used only for the financing provided by the PIU and co-financing partner, and shall not receive any funds from other parties/sources.
 - 2) All payments must be made via bank transfers only.
 - 3) The special accounts may neither be used as collateral nor be subject to overdrafts.
 - 4) Funds must not be transferred by the Grantees from the special accounts for investment purposes, including bank deposits.
 - 5) The Grantees are accountable for all grant and co-financing funds advanced to the special accounts including amounts that may have been transferred to sub-accounts.

Replenishments of grant funding

43. For replenishment of the special account Grantee shall submit WA to PIU with supporting documentations defined below. Financial reporting is conducted for each tranche of funding by submitting a summary of expenditure (SOE), bank statement, and reconciliation statement when requesting the next tranche.
44. The Grant funds of the special account may be maintained on a replenishable basis from PIU. Utilization of funds for expenditure under the special account occurs through submission of required documentation that evidences that the relevant eligible expenses have been duly incurred and paid for by the Grantee.
45. If any ineligible expenditures are made through use of the special account, the PIU may not make further replenishment into such account until the corresponding amount is refunded by the Grantees.

The PIU (MHESI), based on IEB's decision, may suspend the disbursement of the Grant funds to the Grantee's dedicated account if:

- 1) The Grantee fails to remedy shortcomings discovered during technical, financial or environmental monitoring.
- 2) The grant monitoring process finds that no work has been performed in accordance with the planned scope of work, or that the performed work is not related to the initially intended implementation plan.
- 3) Audit reports or PIU/ MHESI missions indicate significant irregularities in the operation of the special account or significant internal control weaknesses of the Grantee.
- 4) In case of failure to provide financial reports and technical reports within the time limits set by the GFM.

Final Liquidation

46. The Grantee must refund to the PIU, in the currency of the special account, any unused/unutilized balance in the special account prior to the Close-Out Period in accordance with Section 5 of the GFM.

Supporting Documentation

47. Documentation submitted with WA requesting replenishment must include bank statements from the bank holding the special account. Bank statements must give details of all transactions and must be provided monthly irrespective of any movements in the account. In addition, such supporting documentation must include a summary of expenditure (SOE), including bank statement, estimated expenditures and a Special Account reconciliation statement.

Account Closure

48. The special account should be closed after reconciliation of final accounts and after PIU receives final audit report satisfactory to the MHESI/WB.
49. Grantees should properly keep grant supporting records (budgets, invoices, contracts, payment orders, etc.) and maintain them for at least 5 years following the Project Closure (not Grant closure).
50. Special accounts are required to be audited (annually) by independent and qualified auditors acceptable to the PIU/MHESI/WB.

Withdrawal of Grant Funds

51. Each Withdrawal Applications (WA) will be authorized by the Grantee (Authorized person of the Grantee).
52. In order to disburse grant funds, the Grantee must submit a WA confirming compliance with procurement procedures and accompanied by acceptable supporting documents showing the eligibility of the particular goods, works, services or other types of expenditure to which such WA relates.
53. The PIU within 5 working days will verify and validate the information provided in the WA. WA will not be accepted in case ineligibility of particular goods, works, services or other types of expenditure according to the Grant Agreement.
54. For disbursements, each WA is assigned (i) a project number and Grant Agreement number; and (ii) a disbursement identification number. WA related to a particular Grant Agreement should be numbered sequentially beginning with the number one for the first WA.
55. After PIU approves each WA based on the Grantee's request, required amount will be transferred directly to the Special Account for grant funding of the Grantee within 5 working days.
56. The Special Account will be replenished when at least 50% of the previous funds are utilized.
57. Withdrawal Application Form is described in the relevant sections of this GFM. WA can be adjusted during implementation process. (Annex 3).

Eligible and Ineligible Expenses

58. The WB will only finance the costs of eligible expenditures. Expenditures eligible for disbursement are generally detailed in the Grant Agreement.
59. The following cost items or expenses are ineligible for WB financing:
 1. Payment of bonuses, benefits, compensation, and financial aid, interest, or debt owed to any third party;
 2. Tobacco products, alcoholic beverages, weapons and military equipment, gambling, entertainment, amusement;

3. Expenses and provisions for possible future losses or debts and fines;
4. Expenses that have already been funded by another state program or company/organization;
5. Memorabilia, including models, gifts, and souvenirs;
6. Salary compensation that exceeds the allowable limit as indicated above;
7. All indirect taxes (VAT, excise, etc.) from the grant funds are prohibited (except salary/remuneration related taxes and social payments for grantees staff);
8. Commercial and/or medical insurance costs;
9. Acquisition of land, real estate, or transportation vehicles;
10. Other goods, works, and services not related to Subproject implementation.

Expenditure Categories

60. The GA sets out the permissible expenditure categories for the project. Such categories are based on the anticipated nature of expenditures that are expected to occur under the Subproject are formulated during project appraisal. Any disbursement must be made within the limits or ceilings set out for each such expenditure category. Any changes in such expenditure categories, must be approved by the PIU /IEB. A WA must only be submitted for expenditures within approved expenditure categories and limits.

Refunds

61. If any withdrawals are made by the Grantee in excess of the grant amount of eligible expenditures, the Grantee must refund such amounts to the account of the PIU.
62. The PIU may require the Grantee to refund disbursed grant amounts for any of the following reasons:
 - 1) advances to the Special Account that have not been justified within a Subproject execution period;
 - 2) unutilized funds in the Special Account that are no longer needed for Subproject implementation;
 - 3) amounts that have been disbursed due to Grantee's error;
 - 4) expenses deemed non-eligible for financing under grant.

Cancellation of Undisbursed Balances

63. The Grantee may request cancellation of any undisbursed proceeds of financing provided by the PIU/WB. The PIU/WB also reserves the right to cancel such undisbursed balances in full or part. In either case, notice for cancellation must be issued to the Grantee.

Utilization of Funds from the Special Account for grant funding

64. Funds disbursed and available in Special Account can be utilized for all eligible categories of expenditures under the Subproject, within the established budget stated in GA.
65. The Grantee will be obligated to return any amount disbursed by MHESI/WB, if such amount was not used in accordance with the terms and conditions of the GA. If such a case occurs, MHESI/WB shall not make any further disbursements until misused funds are returned to the MHESI.

Utilization of Funds from the Special Account for co-funding

66. Funds disbursed and available in Special Account can be utilized for all eligible categories of expenditures under the Subproject, within the established budget stated in GA.
67. The Grantee shall pledge to replenish any amount disbursed by co-financing partner, when such amount was not properly used for the purpose, it was disbursed for.

2.2.1 CATEGORY 1 - PERSONNEL REMUNERATION

68. Under this category of expenditure personnel remuneration is paid to the staff of the Subproject team for actual % of working time, including related taxes and social payments.
69. Employment relationship with Subproject team members is regulated by an employment contract or service contract with the Grantee.
70. In payment of salaries to staff members, base salaries are consistent with the approved staff list of the GA.
71. If team member is attracted and employed on a part-time basis, his/her salary decreases proportionally.
72. Grantee is responsible for existing and storage of the following documents for the payment of personnel remuneration:
 - A. contracts with the Grantee staff;
 - B. identity cards of the Grantee staff (copies of contracts and certificates are provided once when hiring an employee);
 - C. timesheets;
 - D. monthly payroll indicating the amount of taxes and allowances, amounts to be paid;
 - E. payment orders confirming the payment of salaries with bank's mark with a transcript on transfer of salary of each team member's account card;
 - F. payment order with bank's mark on transfer of taxes and other mandatory allowances for the reporting period.



The remuneration costs shall include the salary costs of the Grantee staff directly involved with Grant implementation and for actual worked time and period only. All other additional and compensatory-nature payments to Grantee's staff, such as payments for unused vacations, maternity payments, etc., shall not be paid from the Grant funding, but shall be financed from the Grantees' own sources or other sources, not prohibited by local legislation.

2.2.2 CATEGORY 2 – EQUIPMENT

73. This category of expenditures covers procurement of equipment, corresponding to the objectives of Grantees, computers, office automation and accessories, complements including staff training, installation and commissioning work expenses.
74. The total costs of equipment shall not exceed 50% of the grant amount. The equipment purchased at the expense of Grant funds should be used exclusively for Subproject purposes during the implementation period.
75. In the case of gratuitous obtaining of equipment, the costs of its delivery, installation, assembly, commissioning and start-up can be financed.
76. Title to the equipment purchased in the framework of Subproject will vest in the Grantee at the time of delivery. The Grantee bears full responsibility for due and purposeful usage of equipment, its safeguarding, timely maintenance and security. The Grantee bears all legal and other costs that may arise from non-compliant use of the equipment or breach of the local legislation in this sphere.
77. The grantee is obligated to establish and keep an inventory of all equipment purchased through the grant funding. This inventory is subject to audit on a periodical basis by PIU/MHESI.
78. In the event of termination or liquidation of the project full amount of funds spent to purchase all equipment under the Grant shall be returned to PIU/MHESI.
79. Equipment requirements:
 - A. equipment must be new and must meet the objectives of the Grant;
 - B. equipment shall contain all necessary aggregations, components, consumable parts and etc.;

- C. supply, installation and commissioning (connection/installation) of equipment and the cost of maintenance for the entire period of the Grantees should be included in the cost of purchased equipment;
- D. possibility of dismantling and re-assembly without significant loss in value of the equipment should be allowed;
- E. equipment shall provide quality products corresponding to Uzbekistani or international standards;
- F. mandatory availability of certificate of origin from the manufacturer or authorized dealer in the territory of the Republic of Uzbekistan;
- G. equipment must have warranty and post warranty maintenance, personnel training, rapid repair possibility, troubleshooting, etc.
- H. installation, operation and disposal of equipment should conform to environmental and social standards and requirements of the Republic of Uzbekistan and the World Bank.
- I. The Grantee shall maintain a list/register of equipment purchased at the Grant funds.

80. In procurement of equipment, Grantee is responsible for existing and storage of the following documents:

- A. in prepayment;
 - i. agreement concluded in the permitted manner;
 - ii. invoice for payment;
 - iii. payment order or a request for transfer and a request for conversion with a bank's mark confirming the prepayment.
- B. In final calculation or full payment, Grantee is responsible for existing and storage of the following documents:
 - i. agreement concluded in the permitted manner;
 - ii. invoice;
 - iii. Acceptance Statement for equipment or delivery note;
 - iv. waybill;
 - v. payment order or a request for transfer and a request for conversion with a bank's mark confirming the payment;
 - vi. warranty certificates for equipment and office machines;
 - vii. photographs of purchased equipment in color format (10x15 cm).

81. In procurement of goods from abroad, Grantee is responsible for existing and storage of the following documents:

- A. invoice;
- B. customs declaration;
- C. waybill or consignment note;
- D. invoice with delivery note (invoice date must match the delivery note);
- E. request for conversion;
- F. request for currency transfer;
- G. settlement account statement in foreign currency.

2.2.3 CATEGORY 3 - LABORATORY MATERIALS AND CONSUMABLES

- 82. This category of costs is intended for procurement of laboratory supplies, laboratory utensils and equipment, purchase of cartridges, detergents, etc., directly related and connected to the Grant objectives.
- 83. The grantee is obligated to establish and keep an inventory of all purchase and utilization of procurement laboratory supplies, utensils and equipment and consumables purchased through the grant funding. This inventory is subject to audit on a periodical basis by PIU/MHESI.
- 84. In the event of termination or liquidation of the project full amount of funds spent to purchase laboratory supplies, utensils, equipment and consumables under the Grant shall be returned to PIU/MHESI.

85. In procurement of the equipment, Grantee is responsible for existing and storage of the following documents:

A. In prepayment:

- i. agreement concluded in the permitted manner;
- ii. invoice for payment;
- iii. payment order or a request for transfer and a request for conversion with a bank's mark confirming the prepayment.

B. In final calculation or full payment:

- i. agreement concluded in the permitted manner;
- ii. invoice;
- iii. Acceptance Statement for equipment or delivery note;
- iv. waybill;
- v. photo;
- vi. payment order or a request for transfer and a request for conversion with a bank's mark confirming the payment;

86. In procurement of goods from abroad, Grantee is responsible for existing and storage of the following documents:

- A. invoice;
- B. customs declaration;
- C. waybill or consignment note;
- D. invoice with delivery note (invoice date must match the delivery note);
- E. request for conversion;
- F. request for currency transfer;
- G. settlement account statement in foreign currency.



The Grantees are not allowed to re-sell any product, equipment, consumable, etc., purchased under Categories 2 and 3.

2.2.4 CATEGORY 4 - TRAVEL EXPENSES

87. All travel expenses shall be regulated by the local legislation (Order of the Minister of Finance of the Republic of Uzbekistan dated October 19, 2015, No. 92 / Registration number of the Ministry of Justice No. 2730) for international travels and Degree of the Cabinet of Ministers of the Republic of Uzbekistan (#424 dated August 2, 2022) for local travels. International travels within the Subproject subject to be agreement with PIU based on travel request form acceptable to PIU. As a general rule, the Grantees shall follow the most effective and efficient approach in managing international travels and use distant and video facilities (e.g. ZOOM, Webex, etc.) where situations permit.

88. Within this category, expenses associated with business trips for the implementation of the Subproject within and outside the Republic of Uzbekistan will be financed for Subproject team members:

- A. travel expenses, accommodation and per diem allowances;
- B. payment for visa;
- C. consular fee;
- D. conferences registration fees.

89. Expenses associated with the trip, but not confirmed by corresponding documents, will not be refunded to the Subproject team members. Travel by air is allowed only by economy class.

2.2.5 CATEGORY 5 - SERVICES OF THIRD-PARTY ORGANIZATIONS AND INDIVIDUALS

90. Consulting services:

- A. Recruitment of consultants is allowed only for scientific and technical issues and commercialization of R&D results. The specialty of hired consultants must comply with Subproject topic.
- B. All travel expenses (per diem amounts, eligible expenses, accommodation reimbursement procedures, etc.) shall be regulated by the local legislation (Order of the Minister of Finance of the Republic of Uzbekistan dated October 19, 2015, No. 92 / Registration number of the Ministry of Justice No. 2730) for international travels and Degree of the Cabinet of Ministers of the Republic of Uzbekistan (#424 dated August 2, 2022) for local travels.
- C. If consulting services are rendered by legal entities or individuals, Grantee is responsible for existing and storage of the following documents:
 - i. in case of prepayment:
 - agreement concluded in the permitted manner;
 - invoice for payment;
 - payment order with the bank's mark or a request for transfer and request for conversion confirming the prepayment.
 - ii. in payment for the work performed:
 - agreement concluded in the permitted manner;
 - Statement of services (work acceptance act);
 - invoice;
 - payment order with the bank's mark or a request for transfer and request for conversion confirming the payment.
 - Report (of the work done), academic/research findings and/or outcomes and/or other materials produced by consultant as a result of his/her engagement, which is authorized by the Grantee, and which is performed/conducted in accordance with the terms of reference.
 - iii. In addition to the above, if services are rendered by individuals under individual contractor agreements, Grantee is responsible for existing and storage of the following documents:
 - Contract for services;
 - copies of documents confirming the qualifications of the consultant;
 - Statement of services (work acceptance act);
 - Report (of the work done), academic/research findings and/or outcomes and/or other materials produced by consultant as a result of his/her engagement, which is authorized by the Grantee, and which is performed/conducted in accordance with the terms of reference.
 - payment order with the bank's mark or a request for transfer and request for conversion confirming the payment of fees;
 - payment order with bank's mark to withhold an individual income tax from the source of the payment.

91. Non-consulting services:

- A. are those works which are dominated by physical work and for which competitive bidding and conclusion of the contract are carried out on the basis of achievement of measurable physical results, and for which the quality standards of work can be clearly defined and consistently applied. In this category, purchase of third-party services needed by the Grantees is financed. Examples include, but are not limited to: various analyses, services for the production of models, production of 3D-images, services for verification of instrumentation, etc.
- B. When providing services by legal entities or individual entrepreneurs, , Grantee is responsible for existing and storage of the following documents:

i. in case of prepayment:

- agreement signed and stamped by both parties (if any);
- invoice for payment;
- payment order with bank's mark or application for transfer and application for conversion, confirming the advance payment.

ii. in payment for the work performed:

- agreement with signatures and seals of both parties (if any);
- Statement of services (work acceptance act);
- report on the work done, according to the terms of reference;
- test certificate;
- invoice;
- payment order with the bank's mark or a request for transfer and request for conversion confirming the payment.

iii. In addition to the above, if services are rendered by individuals under individual contractor agreements, Grantee is responsible for existing and storage of the following documents:

- agreement concluded in the permitted manner;
- copies of documents confirming the relevant qualification of the service provider;
- Statement of services (work acceptance act);
- payment order with a mark of the Bank or a transfer application and a conversion application confirming the payment of remuneration;
- payment order with bank's mark to withhold an individual income tax from the source of the payment.

92. The total costs of Third-party services shall not exceed 30% of the total grant amount.

2.2.6 CATEGORY 6 - PROTECTION OF INTELLECTUAL PROPERTY AND PUBLICATIONS

93. The grant covers costs associated with protection of intellectual property such as copyright and related rights, trademark rights, service marks and appellations of origin, patents and other intellectual property obtained as a result of the Grant's implementation. The costs can include:

- 1) patent fee paid for the performance of legally significant actions related to the provision of legal protection to inventions, utility models, industrial designs, breeding achievements, topologies of integrated circuits, programs for electronic computers or databases, including registration of agreements on the transfer of intellectual property rights (according to points 10, 11, 13 and 15 of the APPENDIX to the Law of the Republic of Uzbekistan « ON STATE DUTY», 06.01.2020, № LRU-600) - without competitive procurement process.
- 2) payments for the services of patent attorneys certified in accordance with national legislation (Resolution of the Cabinet of Ministers of the Republic of Uzbekistan, dated July 1, 2003, No. 298) - through competitive procurement process.
- 3) payments for the services of patent attorneys certified in other countries in case of foreign patenting - through competitive procurement process.

94. Payment is only allowed for those intellectual property expenses that relate exclusively to the theme of the Subproject.

95. The Grantee shall hold the rights to IP, arising from the Grant, and provide adequate protection of such IP pursuant to relevant legislation of the Republic of Uzbekistan.

96. When paying for protection/registration of intellectual property rights, Grantee is responsible for existing and storage of the following documents:

A. in case of prepayment:

- i. agreement concluded in the permitted manner;
- ii. invoice for payment (if applicable);
- iii. payment order with the bank's mark or a request for transfer and request for conversion confirming the prepayment.

B. in final calculation or full payment:

- i. agreement concluded in the permitted manner;
- ii. invoice (if applicable);
- iii. statement of services (work acceptance act);
- iv. application for registration of a provisional patent, patent;
- v. payment order with the bank's mark or a request for transfer and request for conversion confirming the payment.

97. In publication of an article or other materials, e.g. video recording, Grantee is responsible for existing and storage of the following documents:

- A. agreement concluded in the permitted manner;
- B. copy of an individual entrepreneur's patent (if any);
- C. statement of services (work acceptance act);
- D. invoice (if applicable);
- E. payment order with the bank's mark or a request for transfer and request for conversion confirming the payment.
- F. copy of an article or other published material, a video disc, etc.

2.2.7 CATEGORY 7 – MARKETING SERVICES

A. This category can be covered only from co-funding and include expenditures for marketing research and promotional activities for a product/technology; it can be independent companies providing assistance in getting products to their target markets; they include marketing research agencies, advertising agencies, sales promotions specialists, marketing consultants, etc.

B. When providing services by legal entities or individual entrepreneurs, , Grantee is responsible for existing and storage of the following documents:

i. in case of prepayment:

- agreement signed and stamped by both parties;
- invoice for payment;
- payment order with bank's mark or application for transfer and application for conversion, confirming the advance payment.

iv. in payment for the work performed:

- agreement with signatures and seals of both parties;
- Statement of services (work acceptance act);
- report on the work done, according to the terms of reference;
- invoice;
- payment order with the bank's mark or a request for transfer and request for conversion confirming the payment.

v. In addition to the above, if services are rendered by individuals under individual contractor agreements, Grantee is responsible for existing and storage of the following documents:

- agreement concluded in the permitted manner;
- copies of documents confirming the relevant qualification of the service provider;
- Statement of services (work acceptance act);

- payment order with a mark of the Bank or a transfer application and a conversion application confirming the payment of remuneration;
- payment order with bank's mark to withhold an individual income tax from the source of the payment.

2.2.8 CATEGORY 8 – OVERHEAD

98. The Grantee is responsible for using funds within this category under legislation and norms of the Republic of Uzbekistan.
99. In payment for bank services, account statements with bank's mark shall be provided that indicate:
- A. the amount of grant transferred to settlement account of the Grantee during the reporting period;
 - B. all flows of grant funds in an account.
100. The Grantee, in accordance with legislation of the Republic of Uzbekistan, is solely responsible for all taxes and mandatory contributions to the state budget, their timely payment within the framework of the Subproject and use of Grant funds.



All indirect taxes (VAT, excise, etc.) shall be paid by the Grantee from co-funding. Payment of relevant taxes from the Grant funds is prohibited (except salary related taxes and social payments for Grantees staff).

All expenses for implementing environmental and social management plan must be indicated under OVERHEAD category of expenses.

101. Overhead costs shall not exceed 10% of the total grant amount. In exceptional cases, the excess amount shall be justified upon Grant application, and which will be subject to IEB approval.

2.2.9 CATEGORY 9 - RENTAL OF EQUIPMENT AND PREMISES

102. Equipment or lab and office space can be rented exclusively for Grant objectives and related activities. Grantee is responsible for existing and storage of the following documents for rental of production and/or lab space:
- A. agreement concluded in the permitted manner;
 - B. acceptance certificate;
 - C. statement of services (work acceptance act);
 - D. invoice;
 - E. payment order with bank's mark confirming the payment.

2.2.10 CATEGORY 10 - AUDIT

103. If the Grant falls under either Project audit scope or is assigned to the individual Grant audit at the request of the PIU (MHESI), the Grant can't be closed until the Audit report is issued and is formally accepted by the World Bank (for project audit) and by the PIU (MHESI) (for separate Grant audits).
104. The PIU (MHESI) will request the external audit of the grant funds usage based on the grant performance and/or other factors. The audit will be annually arranged by the PIU and shall be conducted on the terms of references acceptable to the PIU (MHESI) and by an audit firm acceptable to the PIU (MHESI).

3. PROCUREMENT PROCEDURES

105. The Grantee will prepare an initial Procurement Plan (PP) for the entire Subproject scope consistent with the implementation plan, which provides information on procurement packages, procurement methods and PIU (MHESI)/IEB review requirements. The PP should be prepared by Grantee and agreed with PIU before signing the Grant Agreement as an integral part of Grant Agreement and attached as Annex 3.
106. With regards to the PP:
- A. Grantee prepares the draft PP as a part of GA and PIU (MHESI) agrees by signing the contract;
 - B. Grantee ensures the adoption of the necessary decisions and organizational measures for the implementation of the PP agreed with the PIU (MHESI);
 - C. PIU reviews each PP and approves with Implementing Agency.
 - D. Grantee will prepare all ToRs and Technical Specifications along with Procurement Documents for all Subproject Procurement Activities with agreement of PIU. Grantees will conduct the selection process and evaluation of bids or proposals;
 - E. Grantee will carry out the selection process and conclude contracts for all Subproject Procurement Activities including Consulting Services, Non-Consulting Services and Supply of Goods. Grantees will be responsible for all procurement processes and decisions.
 - F. The PIU (MHESI) and IEB will have an oversight role over procurement processes and decisions to be made by Grantees to ensure compliance with the provisions of the GFM;
 - G. Bidders/proposers submitting bids/proposals will be required to sign a document to be incorporated in any contracts, confirming application of, and compliance with World Bank Anti-Corruption Guidelines, including without limitation to the Bank's right to sanction and the Bank's inspection and audit rights.
107. **The procedure for introducing changes to PP.**
Changes in the Procurement Plan regarding the estimated values of contracts, as well as changes in terms and methods, must be previously agreed with the IEB and PIU/MHESI.
108. The Grantee will need to update PP regularly when there is a need to include a new item or remove unnecessary items. The PP will be updated as needed during Subproject implementation to reflect any substantial changes in procurement approaches and methods to meet actual Subproject implementation needs, market fluctuations, and improvements in institutional capacity.
109. The updated PP with minor changes (Implementation Dates, Name of activities etc.) will be subject to PIU (MHESI)'s prior review and No Objection annually or as required to reflect the actual Subproject implementation needs and improvements in the Grantees institutional capacity. Large changes (Scope and number of activities, Procurement of equipment etc.) in the PP will be subject to the IEBs prior review and No Objection.
110. The various procurement actions under different expenditure categories are described below. For contracts to be financed under the Grants, the various procurement or consultant selection methods, the need for pre-qualification, estimated costs, prior review requirements, and time frame shall be identified by the Grantee and have to be cleared by the PIU (MHESI) in the PP. Any bidding or selection of contracts shall begin only if the proposed contract is included in the PP. The World Bank's Procurement Regulations for IPF Borrowers aims at ensuring that the procurement under the Subproject is expected to : achieve economy, efficiency, competition, fairness and transparency in procurement as well as an effective complaints mechanism. To ensure this goal, procurement policy involves:
- A. conducting procurement in line with the rules outlined in this Manual.
 - B. conducting procurement in order to enable the Grantees to procure goods and services at most reasonable prices, on time and of the required quality;
 - C. using open bidding to ensure wide competition when procuring goods and services;
 - D. achieving transparency, simplicity and consistency of all procurement activities;
 - E. contracts with an appropriate allocation of responsibilities, risks, and liabilities;
 - F. performing all activities related to procurement and award of contracts at the highest ethical and professional level including effective complaints mechanism.

3.1 MAIN PROVISIONS OF PROCUREMENT PROCEDURES

111. Procurement categories include:

- A. **Goods:** the products of labor of any types and characteristics, including commodities, wares, equipment and solid, liquid or vapory materials, electric power as well as the related to supply of goods providing that the cost of these services doesn't exceed the cost of the goods.
- B. **Non-consulting services:** Services which are not Consulting Services. Non-consulting Services are normally bid and contracted on the basis of performance of measurable outputs, and for which performance standards can be clearly identified and consistently applied. Examples include drilling, aerial photography, satellite imagery, mapping, and similar operations.
- C. **Consulting services:** intellectual or advisory services provided by individual consultants or consulting firms that have recognized specialized expertise, experience and appropriate qualification.

112. In procurement a Grantee must comply with the World Bank's Procurement Regulations for IPF Borrowers (September 2023) in accordance with the signed Financing Agreement No. 6784-UZ.

113. Procurement of goods, non-consulting and consulting services is carried out by the Grantee in accordance with the above-mentioned World Bank's Procurement Regulations for IPF Borrowers.

114. Grant and co-financing funds shall be used exclusively for procurement of goods, non-consulting and consulting services specified in «PP» to the Grant Agreement. Format of the PP is provided in the Annex 4.

115. A Grantee shall notify the PIU (MHESI) about procurement 5 working days in advance. A Grantee can contact the PIU (MHESI) for advice on the procurement process.

116. To start procurement, the Grantee must form a procurement committee consisting of at least three but not more than five members of the Subproject team and established by the internal order of the head of the Grantee.

117. **Monitoring of procurement processes**

PIU Procurement Specialist will monitor all procurement processes of the sub-project.

118. **Tender Commission**

The role and functions of the Tender Commissions are to review, evaluate bids and decide on the award of a contract.

Tender commissions are established by the Grantee. For each specific procurement, in accordance with the order of the grantee, separate Tender Commissions are formed. Notification of the award of contracts is carried out on behalf of the Grantee. The signing of contracts is carried out by the Grantee or the person to whom these powers are delegated. The composition of the Tender Commissions should include employees, specialists in the relevant field related to the purchased goods, works, consulting services and other persons.

All members of the Tender Commission must sign a statement of impartiality confirming that they have no conflicts of interest and their adherence to the procurement rules.

The main tasks of the tender commission are:

- 1) review of technical specifications, technical assignments;
- 2) review of qualification, technical criteria, selection criteria;
- 3) assessment of submitted proposals / bids, expressions of interest in accordance with the provisions of the Procurement Guidelines.
- 4) nomination for the contract award by signing the contract in the evaluation report by all members of the tender commission.

Before starting the evaluation process, each member of the tender committee must sign the following declaration:

"Declaration of impartiality and confidentiality

As a member of the tender committee, I agree to participate in the contract evaluation process _____ (insert contract ID). By making this application,

I confirm that I have read the tender documents for the above contract. I also declare that I will perform my duties honestly and fairly.

As far as I know, there are no facts or circumstances that could be considered a conflict of interest in this assessment process.

If such a situation arises, I will immediately inform the tender committee and immediately terminate my participation in the evaluation process.

I agree not to disclose any confidential information or documents available to me during the assessment process to any third party."

119. Eligibility and conflict of interests.

Goods, Works, and Non-consulting Services

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

- a. is providing Goods, Works, or Non-consulting Services resulting from, or directly related to, Consulting Services that it provided for the preparation or implementation of a project, or where such services were provided by an affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm. This provision does not apply to the various firms (Consultants, contractors, or suppliers), which together are performing the contractor's obligations under a turnkey or design and built contract.
- b. including its personnel, has a close business or family relationship with a professional staff of the Borrower, or of the project implementing agency, or of a recipient of a part of the Bank's financing, or any other party representing or acting on behalf of the Borrower who:
 - i. is directly or indirectly involved in the preparation of the Procurement Documents or contract specifications, and/or the evaluation process of such contract;
 - ii. would be involved in the execution or supervision of such contract, unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.

Consulting Services

The World Bank requires that Consultants:

- a. Provide professional, objective and impartial advice;
- b. At all times hold the Borrower's interests paramount, without any consideration of future work; and
- c. in providing advice they avoid conflicts with other assignments and their own corporate interests.

Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interests of the Borrower. Without limitation on the generality of the foregoing, Consultants shall not be hired under the circumstances set forth below:

- a. a firm that has been engaged by the Borrower to provide Goods, Works, or Non-consulting Services for a project (or an affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), shall be disqualified from providing Consulting Services resulting from, or directly related to, those Goods, Works, or Non-consulting Services. This provision does not apply to the various firms (Consultants, contractors, or suppliers), which together are performing the contractor's obligations under a turnkey or design and build contract;
- b. a firm that has been engaged by the Borrower to provide Consulting Services for the preparation or implementation of a project (or an affiliate that directly or indirectly controls, is controlled by, or is under common control with that Consulting firm), shall be disqualified from subsequently providing Goods, Works, or Non-consulting Services resulting from, or directly related to those Consulting

Services. This provision does not apply to the various firms (Consultants, contractors, or suppliers), which together are performing the contractor's obligations under a turnkey or design and build contract;

- c. neither a Consultant (including personnel and sub-consultants), nor an affiliate (that directly or indirectly controls, is controlled by, or is under common control with that Consultant), shall be hired for any assignment that, by its nature, creates a conflict of interest with another assignment of the Consultant;
- d. Consultants (including their experts and other personnel, and sub-consultants), that have a close business or family relationship with a professional staff of the Borrower, or of the project implementing agency, or of a recipient of a part of the Bank's financing, or any other party representing or acting on behalf of the Borrower, that is directly or indirectly involved in any part of:
 - i. the preparation of the TOR for the assignment;
 - ii. the selection process for the contract; or
 - iii. the supervision of the contract, may not be awarded a contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the contract.

State-owned enterprises (SOEs) or institutions of the Borrower's country may be eligible to compete and be awarded contracts in the Borrower's country only if they can establish, in a manner acceptable to the Bank, that they : (i) legally and financially independent; (ii) carry out their activity within the framework of commercial law, (iii) are not under supervision by the agency contracting them.

120. Procurement methods shall take into account the following thresholds:

- a. Procurement of goods, non-consulting which is less 200,000 USD - the procurement method "Request for Quotations" shall be used.
- b. Procurement of goods, non-consulting which is more than 200,000 USD - the procurement method "Request for Bids" shall be used.
- c. Procurement of works which is less 300,000 USD - the procurement method "Request for Quotations" shall be used.
- d. Procurement of works which is more than 300,000 USD - the procurement method "Request for Bids" shall be used.
- e. Selection of consulting companies which is up to 500,000 USD - shall be conducted using CQS (Consultant's Qualifications Based Selection) method.

121. **Standard Bidding Documents**

Formats of the procurement documents and evaluation reports provided in the manual in Annexes section. For any other specific procurements for international market approach or procurement which is higher than indicated thresholds PIU may contact Bank for further information and guidance.

122. Methods of procurement of goods and non-consulting services:

Procurement of goods, non-consulting and consulting services is carried out in coordination with PIU (MHESI), according to the following procedures:

Request for Quotations (RFQ)

The request for quotations is a competitive selection method based on comparison of firms' price quotations. This method may be more efficient than more complicated methods for procuring limited quantities of publicly available off-the-shelf Goods and non-consulting services, standard specification commodities, or simple construction Works of low cost. To ensure competition, procuring entity should receive and evaluate at least three (3) quotations. Firms shall be given sufficient time to prepare and submit their quotations. Usually, deadline for submitting quotations is at least 14 day.

RFQs shall include the description, quantity, delivery period, location of the Goods, Works and Non-consulting Services, including any installation requirements, as appropriate. The request shall also indicate the deadline for submission of quotations and specify that quotations may be submitted by letter, facsimile or by electronic means.

The evaluation of the quotations and contract award shall be carried out according to the criteria specified in the RFQ (if any). The terms of the accepted quotation shall be incorporated in a contractually binding document. The Borrower shall keep records of all proceedings regarding RFQs.

- A. The grantee submits a draft Technical Specifications with the analysis of the market by category of goods or services under which they will purchase. The analysis should include a detailed review of price offers taken from an official producer/dealer including all required related services, if available.
- B. Grantee evaluates all received price quotations, prepares an evaluation report and agrees with PIU (MHESI);

In the RFQ Procurement Method the Grantee follows to below procurement procedures:

- A. If there is no supplier on local market, international market approach may be opted and Grantee may conduct RFQ using international market approach, and in such cases, quotes will be evaluated on CIP terms, including all duties and taxes.
- B. Quotations should be obtained through advertisement or, when limited competition is justified, through a request for quotations (RFQ) to a limited number of firms. To ensure competition, the Grantee should request quotations normally from not fewer than three (3) firms. When 3 quotations are used all three quotations should be technically comparable in order to be able to select the best one among them. However, advertising REOI on the most appropriate local and international media to attract as many as possible potential bidders is highly recommended.
- C. Firms shall be given sufficient time to prepare and submit their quotations. RFQs shall include the description, quantity, delivery period, location of the Goods and Non-Consulting Services, including any installation requirements, as appropriate. The request shall also indicate the deadline for submission of quotations and specify that quotations may be submitted by letter, facsimile or by electronic means.
- D. The evaluation of the quotations and contract award shall be carried out according to the criteria specified in the RFQ. The terms of the accepted quotation shall be incorporated in a contractually binding document. The Grantee shall keep records of all proceedings regarding RFQs. Evaluation of quotations: Quotations will be evaluated on the basis of the total price, including all duties and taxes.

Direct Selection

Proportional, fit-for-purpose, and VfM considerations may require a direct selection approach: that is, approaching and negotiating with only one firm. This selection method may be appropriate when there is only one suitable firm or there is justification to use a preferred firm.

Direct selection may be appropriate under the following circumstances:

- a. an existing contract, including a contract not originally financed by the Bank, for Goods, Works, or Non-consulting Services, awarded in accordance with procedures acceptable to the Bank, may be extended for additional Goods, Works, or Non-consulting Services of a similar nature, if:
 - i. it is properly justified;
 - ii. no advantage could be obtained through competition; and
 - iii. the prices on the extended contract are reasonable;
- b. there is a justifiable requirement to re-engage a firm that has previously completed a contract, within the last 12 months, with the Borrower to perform a similar type of contract.
- c. The justification shall show that:
 - i. the firm performed satisfactorily in the previous contract;
 - ii. no advantage may be obtained by competition; and
 - iii. the prices for the direct contracting are reasonable;
- d. the procurement is of both very low value and low risk, as agreed in the Procurement Plan;
- e. the case is exceptional, for example, in response to Emergency Situations;
- f. standardization of Goods that need to be compatible with existing Goods may justify additional purchases from the original firm, if the advantages and disadvantages of another brand or source of equipment have been considered on grounds acceptable to the Bank;
- g. the required equipment is proprietary and obtainable from only one source;
- h. the procurement of certain Goods from a particular firm is essential to achieve the required performance or functional guarantee of an equipment, Plant, or facility;

- i. the Goods, Works, or Non-consulting Services provided in the Borrower's country by an SOE, university, research center or institution of the Borrower's country are of a unique and exceptional nature.

Request for Bids

In the procurement of goods or non-consulting services with an estimated contract value exceeding US\$200,000 and small works with an estimated value of contract more than USD 300,000. An RFB is a competitive method for the solicitation of Bids. It should be used when, because of the nature of the Goods, Works, or Non-consulting Services to be provided, the Borrower is able to specify detailed requirements to which Bidders respond in offering Bids.

Procurement under this method is conducted in a single-stage process. Qualifying criteria (minimum requirements normally evaluated on a pass/fail basis) are normally used with RFB. Rated-type evaluation criteria are normally not used with RFB. See Annex XII, Selection Methods, Procurement Regulations for IPF Borrowers (September 2023). Standard Bidding documents for RFB method may be found on the WB website.

All procurements made by the direct selection method must be justified, documented and signed by members of the Tender Committee. The Grantee working with a PIU shall inform on all cases of "direct contracting" and shall reflect such packages in the PP.

123. The Grantee is obliged to notify the PIU (MHESI) about procurement in advance. Technical Specifications for procurement of goods, non-consulting services, regardless of the estimated value, shall be developed by Tender Commission and agreed with PIU (MHESI).
124. Tender Commission coordinates Technical Specifications for compliance with topics of the Grantees, PP, the lack of references to specific types/models/labels/brands/country of origin and qualification requirements to supplier.
125. All goods to be procured from the grant fund must be provided with a warranty period, training for major equipment, certified (if set by rules) and secure, and protected against the risk of acquiring, transporting and delivering them to the place of use or installation.
126. Proportional, fit-for-purpose, and Value for Money (VfM) considerations may require a direct selection approach: that is, approaching and negotiating with only one firm. This selection method may be appropriate when there is only one suitable firm or there is justification to use a preferred firm.
127. Currency of payment. Domestic suppliers (residents) shall submit their bids in national (local) currency. If delivery is impossible within Uzbekistan, quotations can be requested from foreign suppliers, and the latter can submit their bids in any freely convertible currency. The Contract will be awarded in the currency of quotation of the winning supplier, and payments will be made in the same currency.

3.4 SELECTION OF CONSULTANTS

128. In the CQS Procurement Method the Grantee follows to below procurement procedures:

The Grantee shall request expressions of interest (REOI), by attaching the TOR to the REOI. At least three qualified firms shall be requested to provide information about their relevant experience and qualifications. When 3 qualified firms are used all three firms should be technically comparable in order to be able to select the best one among them. However, advertising REOI on the most appropriate local and international media to attract as many as possible potential bidders is highly recommended. From the firms that have submitted an EoI, the Grantee selects the firm with the best qualifications and relevant experience and invites it to submit its technical and financial Proposals for negotiations.

Steps for selection of consulting firms:

- 1) Establish Tender Committee;
- 2) Prepare terms of reference (ToR) as per sample in Annex 5 to the GFM;

- 3) Define the budget for assignment;
- 4) Prepare Request for expression of interest and using sample in Annex 3 to the GFM and publish the announcement on notice boards, IA website and send bidding information directly to consulting firms;
- 5) Receive an expression of interest and information on experience and competence of the firm in the field proposed in the assignment;
- 6) Prepare an evaluation report as per the template in Annex 5 to the GFM including the individual evaluation sheets and summary table, signed by all members of Tender Committee;
- 7) Prepare request for proposals as per Annex 4 to the GFM;
- 8) Send the request for proposals to the most qualified firm, to receive technical and financial proposal as per Annex 4 to the GFM;
- 9) Evaluate technical and financial proposals using evaluation sheets as per Annex 5 to the GFM,
- 10) Tender Committee negotiates contract with the firm; provide the minutes of negotiations in compliance with Annex (negotiations viz-a-viz are prohibited);
- 11) Sign the contract with the selected consulting firm (Annex 6 to the GFM);
- 12) Distribute information on contract award to all participants;
- 13) Supervise the activity of the firm;
- 14) Ensure the payments are provided in accordance with the contract;
- 15) Keep all documents in the files for further review by PIU.

129. Selection of an individual consultant

Grantee shall use the method of Selection of Individual Consultant in the procurement of consulting services. Individual Consultants are selected for an assignment for which:

- a. a team of experts is not required;
- b. no additional home office professional support is required; and
- c. the experience and qualifications of the individual are of paramount requirement.

Advertisement through REoIs is encouraged, particularly when the Borrower does not have knowledge of experienced and qualified individuals, or of their availability, the services are complex, there is potential benefit from wider advertising, or advertising is mandatory under national law. REoIs shall include complete TOR. Individual Consultants are selected from those that expressed interest in response to a REoI.

Steps for procurement of individual consultant:

- 1) Establish a Tender Committee;
- 2) Develop the terms of reference for selection of individual consultant (Annex 5 to the GFM);
- 3) Define the assignment budget;
- 4) Develop evaluation criteria (education, experience, additional knowledge in the relevant field, knowledge of languages, computer skills, availability of relevant certificates etc.);
- 5) Prepare and publish the announcement on notice boards, PIU or Grantee website and send the bidding information directly to potential consultants;
- 6) Receive CVs from individual candidates;
- 7) Conduct the evaluation in compliance with evaluation criteria;
- 8) Prepare evaluation report as per the template in Annex 5 to the GFM;
- 9) Conduct contract negotiations with a awarded candidate and sign a contract as per the template in Annex 6 to the GFM;
- 10) Publish results of the selection
- 11) Supervise the consultant's activity; ensure the payments are provided for the outputs stipulated in the ToR;
- 12) Keep all documents in the files for confirmation/further review by PIU.

130. Market Approach Options

Open Competition

An open competitive approach to market is the Bank's preferred approach as it provides all eligible prospective Bidders/Proposers with timely and adequate advertisement of a Borrower's requirements and an equal opportunity to bid/propose for the required Goods, Works, or Non-consulting Services. Any approach, other

than open competition, shall be justified by the Borrower. Any such approach shall be stated in the Procurement Plan.

Limited Competition

A limited competitive approach to market is by invitation only, without advertisement. It may be an appropriate method of selection where there are only a limited number of firms or there are other exceptional reasons that justify departure from open competitive procurement approaches.

Approaching the International Market

Approaching the international market (international competitive procurement), is appropriate when the participation of foreign firms will increase competition and may assure the achievement of best VfM and fit-for-purpose results. Open international competitive procurement, for which international advertisement is required in accordance with these Procurement Regulations, is the preferred approach for complex, high-risk, and/or high-value contracts. The Bank has set specific thresholds for this purpose. (see Guidance on Country Thresholds)

Approaching the National Market

As agreed in the Procurement Plan, approaching the national market may be appropriate when the procurement is unlikely to attract foreign competition because of:

- a. the size and conditions of the market;
- b. the value of the contract;
- c. activities that are scattered geographically, spread over time, or are labor- intensive; or
- d. the Goods, Works, or Non-consulting Services are available locally at prices below the international market.

Approaching the national market may also be appropriate when the advantages of approaching the international market are clearly outweighed by the administrative or financial burden involved. If foreign firms wish to participate in open national competitive procurement, they are allowed to do so on the terms and conditions that apply to national firms.

131. Requests for Clarification

No bidders have a right to modify quotations after the bid submission deadline. Only those modifications may be requested and accepted by Grantee after the submission deadline that do not modify the substance or price of quotation.

All requests and clarifications shall be maintained by the Tender Committee and documented in writing. Any response from Bidder to the request from Grantee which leads to the modification of quotation price shall not be considered in evaluation.

132. Contract award

The Tender Committee shall evaluate the quotations/bids received and provide recommendations for the contract award. In all cases, contracts shall be awarded to firms who proposed the lowest price and whose bid was complete and proposed goods are in line with required specifications set forth in the bidding documents. In case of selection of the firm using CQS method contract shall be awarded to the most qualified firm, whose technical and financial proposals are substantial responsive according to RFP.

After making a decision, the Tender Committee publishes a notice of intent to award the contract and send notification of intention to award contract to all participants.

133. Standstill

To give Bidders/Proposers/Consultants time to examine the Notification of Intention to Award and to assess whether it is appropriate to submit a complaint, a Standstill Period shall apply.

Transmission of the Grantee's Notification of Intention to Award, begins the Standstill Period. The Standstill Period shall last ten (10) Business Days after such transmission date. The contract shall not be awarded either before or during the Standstill Period.

There shall not be a requirement for a Standstill Period in the following situations

- a. for CQS method;
- b. direct selection;
- c. Emergency Situations recognized by the Bank.

134. Contract signing

At the end of the Standstill Period, if the Grantee has not received any complaint from an unsuccessful Bidder/Proposer/Consultant, the Grantee shall proceed to award the contract in accordance with its decision to award, as previously communicated through the Notification of Intention to Award.

For contracts subject to prior review, when no complaints are received by the Grantee within the Standstill Period, the Grantee shall proceed to award the contract in accordance with the award recommendation that had previously received the Bank's no-objection. The Borrower shall inform the Bank within three (3) Business Days of such award.

The Grantee shall transmit the notification of award to the successful Bidder/Proposer/Consultant, or in the case of a FA, notification to conclude the FA with the selected Bidders/Proposers/Consultants, along with other documents as specified in the request for bids/request for proposals document for the contract.

If the Grantee does receive a complaint from an unsuccessful Bidder/Proposer/Consultant within the Standstill Period, the Grantee shall not proceed with the contract award, until the complaint has been addressed, as set forth under paragraph 3.6 of Annex III, Procurement-related Complaints of the Procurement Regulations.

For contracts subject to prior review by the Bank, the Grantee shall not proceed with contract award without receiving the Bank's confirmation of satisfactory resolution of complaint.

135. Contract performance supervision and inspection

The contracts with contractors, suppliers and consultants will be signed by Grantee. Prior to acceptance of any goods, works, or services, the Grantee or responsible representative of the Grantee must inspect them and ensure that the goods, works, or services are responsive to the contract provisions. All contract payments should be made based on the outcomes obtained. For the supply of materials, payments are to be provided based on a 100% acceptance of goods compliant with the technical requirements of the contract; for consulting services – following submission of reports specified in the contract.

The contract must be made based on results, i.e. in case of delivery of materials – the payments to be made after the acceptance of 100% of the full volume of goods that meet technical specifications, in case of consulting services – after the submission of report specified in the contract.

136. Procurement Post Review

The Bank carries out post reviews of Procurement Processes undertaken by the Grantee to determine whether they comply with the requirements of the Legal Agreement. The Bank may use a third party such as a supreme audit institution, acceptable to the Bank, to carry out post reviews. Any such third party shall carry out the reviews in accordance with the TOR provided to it by the Bank.

The purposes of procurement post reviews include the following:

- a. verifying that the procurement procedures followed by the Grantee comply with the Legal Agreement;
- b. confirming that the Grantee continues to be in compliance with the agreed procurement arrangements, including timely and effective implementation of the agreed risk mitigation/management plan;
- c. verifying continued adherence to the contract, including technical compliance;
- d. noting Fraud and Corruption red flags and reporting any evidence to Bank's Institutional Integrity, Integrity Vice presidency (INT); and
- e. identifying mitigating measures or actions to correct procurement deficiencies and recommending them to the Grantee.

Contracts under small grants are subject to IDA's post review, which will be performed during regular supervision missions or ad-hoc procurement audits. Procurement documents such as bidding documents, bids, bid evaluation reports and correspondence related to bids and contracts are kept by Grantee readily available for IDA's ex-post review during supervision mission or any other time.

137. Inspection and acceptance of goods, works, services

Prior to any acceptance and final payment for goods/works/services, a person appointed by C-VIA/EC/AO shall inspect and ensure the goods/works/services have been supplied/accomplished properly and in compliance with contract terms and conditions.

Acceptance of goods/works/services shall be confirmed by relevant documents and certified by relevant specialists.

If goods/works/services do not meet the contract terms and conditions, it is mandatory to send written notification to supplier/contractor/consultant.

ARIS may, at any time, inspect tender documents and administer the contract.

138. Procurement monitoring carried out by PIU

All contracts under grants are subject to review by PIU to be carried out by PIU procurement specialists. If necessary, some contracts may be subject to follow-up review by PIU at the stage of procurement process until the signing of contracts. The procurement documents such as bidding documents, proposals, bid evaluation reports, and correspondence related to offers and contracts are stored by Grantee in his/her office and are available for actual review by the IDA during the oversight mission or at any other time.

139. Contract amendments

In case of the need to amend or modify a contract, the client introduces the corresponding amendments based on the justifications provided by a contract manager. The Grantee ensures the implementation of technical supervision. Grantee shall ensure the suppliers/contractors/consultants fulfill their activities in line with contract conditions. Grantee shall ensure the provision of goods, services and performance of works. PIU shall conduct follow-up supervision of procurement procedures to ensure the Grantee comply with the procurement procedures specified in the manual.

All amendments to the contracts signed shall be introduced only after it was agreed with Tender Committee that approved this contract.

4. ENVIRONMENTAL AND SOCIAL IMPACT MONITORING AND REPORTING

140. The baseline document governing E&S management procedures for the MUNIS Project is the Environmental and Social Management Framework (ESMF). The ESMF, in accordance with World Bank ESF standards and E&S legislation of the Republic of Uzbekistan, requires an environmental assessment to ensure environmental safety and, accordingly, make an informed decision on the financing of the proposed activity. The Recipient through the PIU (MHESI) shall ensure that all the requirements of the Environmental and Social Commitment Plan (ESCP) and any E&S instruments to be prepared thereunder are always observed by the Grantees.
141. E&S reports shall be prepared in accordance with Annex 5 to the GA and provided by the Grantee annually for entities of III and IV categories. The PIU (MHESI) Environmental Protection Specialist is responsible for definition of categories for Subprojects. E&S reports shall contain information on implementation of the requirements of the Environmental and Social Management Plan (ESMP) in accordance with Annex 2 to the GA, compensation payments for environmental pollution, generated waste types and volumes, grievances and other related information.
142. Compensation payments for environmental pollution* (according to Appendix No 1 to the Decree of the Cabinet of Ministers of Uzbekistan dated April 12, 2021, No.202) and the deadlines for submitting the reports and are: annual E&S impacts reports shall be provided within 15 business days after the 12th months of the reporting year. The final environmental impacts report needs to be presented within 30 calendar days from the date of completion of the Subproject. Failure to provide reports is considered as a violation of the terms of the GA.
143. PIU (MHESI) monitors implementation of ESMP through field visits to the Grantees site. Grantee at the same time is obliged to meet the requirements of ESMP and provide results of the Environmental Monitoring Plan (EMoP) Checklist to ensure that all national and international environmental standard requirements are followed.
144. All E&S reports within the frame of ESMP and ESMoP are submitted to PIU in electronic form in English (and Uzbek or Russian) languages. The Grantee should keep the originals and make them available at the PIU (MHESI)'s request.
145. PIU shall ensure that application for grants is equally accessible to all qualified applicants without discrimination against people with disabilities, ethnic and linguistic minorities, and persons from various regions, gender, ages, and socio-economic background.
146. In accordance with ESMP, PIU will ensure the implementation of Stakeholder Engagement Plan (SEP), and Grievance Redress Mechanism (GRM) which should be accessible to all Project Affected Persons and project beneficiaries. PIU will also conduct training on the Code of Conduct including the prevention of SEA/SH in workplaces and Labs among participating of grant holders.

5. TERMINATION OF GRANT AGREEMENT AND GRANT COMPLETION

147. The PIU (MHESI), based on IEB's advice, may terminate the GA by sending a written notice to the Grantee. Notwithstanding any termination, the submission of technical and E&S reports and cost statements covering the period up to termination shall be required.
148. The GA may be terminated due to force majeure or to other factor beyond the control of the Grantees. On the basis of the on-site monitoring statement, the PIU (MHESI) sends a notification to the Grantee on the need to return undisbursed grant funds. Unused grant funds must be returned within 10 working days.
149. The GA may be terminated in case of:
- A. the Grantee violates the terms of the GA;
 - B. the IEB verifies that the Grantee is unable to meet the objectives of the Subproject (without objective reasons);
 - C. misuse of grant funds (as confirmed by audit, MHESI/IEB/PIU (MHESI) monitoring and other means);
 - D. revealing the cases of use of grant funds by the Grantee in violation of requirements of the legislation of the Republic of Uzbekistan;
 - E. fraud and/or provision by the Grantee of knowingly false, unreliable information;
 - F. unauthorized changes in the staff schedule provided in Annex 1 to the GA, which may adversely affect the implementation of the Subproject;
 - G. significant, in accordance with IEB conclusions, deviation from the originally stated direction of the Subproject;
 - H. duplication of funding (whether previously or currently) has been identified;
 - I. failure to meet the reporting deadlines set by this GFM.

In cases of early termination of the GA due to the reasons stated in paragraph 133, the Grantee is obliged to return the full amount of grant. The grant funds must be returned within 20 working days.

150. Upon planned completion of the Grant under the terms of the GA (chapter 7 of GPM), following the approval of the final technical, financial and E&S reports and return of undisbursed funds (in case of availability), the PIU (MHESI) sends the relevant notification on Grant closure to the Grantee.
151. A final technical (achievements), financial (received and utilized Grant funds) and E&S reports (Annex 5 to the GA) need to be presented within 30 calendar days from the date of Grant completion. In case of failure to submit final reports within the specified period and in case Grant funds are not refunded to the PIU (MHESI) within 30 calendar days after the official notification, the Grantee shall pay to the PIU (MHESI) a penalty of 0.1% for each overdue day of the grant amount under the GA. The maximum volume of penalty is 10% from Grant amount.



If the Grant falls under either Project audit scope or is assigned to the individual Grant audit at the request of the PIU (MHESI), the Grant can't be closed until the Audit report is issued and is formally accepted by the World Bank (for project audit) and by the PIU (MHESI) (for separate Grant audits).

ANNEX 1: GRANT AGREEMENT

GRANT AGREEMENT

No. _____ from « ____ » _____ 20 ____

between

**THE MINISTRY OF HIGHER EDUCATION, SCIENCE AND
INNOVATIONS OF THE REPUBLIC OF UZBEKISTAN**

and

(NAME OF GRANTEE)

Grant type: _____

Grantee name: _____

Legal address: _____

Head of the Grantee: _____

Principal Investigator (Chief Technology Officer): _____

Grant amount: _____ (amount in words) (VAT is not included.).

Co-financing amount: _____ (amount in words).

Grant implementation period: _____ since signing date of the Grant Agreement until
____ 20____, inclusive.

INN: _____, **KBE:** _____

Bank details in which the account is opened:

Bank name:

IIC:

BIC:

1. This Grant Agreement (hereinafter referred to as “the Agreement”) signed on «__» _____ 202__ between the Ministry of Higher Education, Science and Innovations of the Republic of Uzbekistan / Project Implementation Unit (hereinafter referred to as “PIU (MHESI)”), represented by _____, acting on the basis of _____, for one Party and the Grantee (hereinafter referred to as “Grantee”), represented by the Head of the Grantee _____, acting on the basis of _____, for second Party (hereinafter referred to as «Parties»).
2. The MHESI provides Grant to the Grantee under the Modernizing Uzbekistan National Innovation System (MUNIS) project, based on the award decision of the IEB and in accordance with the MHESI Decree dated "___" _____ 202__ in the amount of _____ (in words,) _____ for _____ implementation _____ of Subproject _____. A copy of the Subproject Proposal is attached to the Agreement.
3. In accordance with the signed Financing Agreement #6784-UZ between the Government of the Republic of Uzbekistan and the International Development Association of the World Bank dated May 17, 2021 (hereinafter referred to as “FA”) and the Project Operations Manual (POM) the World Bank procedures in terms of procurement of goods, works and consultants’ services, financial, environmental and social management are applicable for all goods and services procured from the Loan proceeds under the Modernizing Uzbekistan’s National Innovation System Project (hereinafter referred to as “Project”), including the Subproject, which is financed by the Grant proceeds.

Article I - Subject-Matter of the Agreement

4. The MHESI provides Grant to the Grantee on a pro-bono basis and the Grantee commits to ensure achievement of the research and development results for further commercialization of the approved Subproject.
5. This Agreement defines the conditions of provision of the Grant and regulates the rights and obligations of the Parties arising from the date of signing of this Agreement. This Grant Agreement must fully comply with the Grant Fiduciary Manual (hereinafter referred to as “GFM”), and for any conflicting provisions, the provisions of the GFM shall prevail.

Article II- Grant Purpose

6. The Grant is awarded under the terms of the _____ Grant Program of the Project, implemented by the MHESI, in accordance with the requirements, criteria, organizational arrangements and operational procedures set in the FA, POM, Grant Program Manual (hereinafter referred to as “GPM”), GFM and the Environmental and Social Management Framework (hereinafter referred to as “ESMF”).
7. The Grant is used by the Grantee solely for the purpose of achievement of Subproject goals, procuring the goods and services provided for the Grantees in accordance with Subproject “Work Plan” set out in Annex 1 of the Agreement. Grant funds may not be transferred to a third party.
8. The assets acquired from the proceeds of the Grant cannot be sold, exchanged or mortgaged during the Subproject implementation.

Article III - Amount of Grant and Co-financing

9. The Grant in amount of _____ (in words) local currency (VAT exclusive) is provided to the Grantee by the MHESI to finance the Subproject under the conditions set in Grant Agreement.
10. The Grant proceeds are disbursed to the Grantee in accordance with the Grant Payment Schedule in Annex 1 to the Grant Agreement.

11. The grant funds are to be held in a separate settlement dedicated bank account at a commercial bank acceptable to the PIU (MHESI).
12. The co-financing in amount of _____ (in words) is deposited by the Grantee in a separate bank account and must be fully used during the implementation of the Subproject under the respectful categories of expenditures of the Financial Plan of the Agreement.
13. The co-financing amount is paid exclusively in cash and must be allocated to the bank account of the Grantee before each tranche of the grant funding and cannot be used for other purposes.
14. During the implementation period of the subproject, withdrawal of contributed co-financing funds is prohibited, except for use for the purposes of the subproject specified in the financial plan of the grant agreement.
15. Any procurement of goods, services, or works using co-financing funds must adhere to the World Bank's procurement regulations and the GFM.

Article IV – Disbursement of Grant Proceeds

16. Disbursements of the Grant funds will be done in local currency after opening a Dedicated Bank Special Account in the financial institution acceptable to the PIU (MHESI). The Grantee is responsible for opening the Dedicated Bank Special Account.
17. Disbursement of Grant proceeds follows the Subproject Financing Plan, attached to this Agreement (Annex 1), based on positive decision of the IEB, supported by results of the technical and financial monitoring of the Subproject activities by the PIU(MHESI).

Article V – International Expert Board

18. The International Expert Board (IEB) is an independent advisory body to MHESI - which provides guidance on all scientific and commercialization issues of the Project, selecting Subprojects for grant financing and monitoring the Grantees' scientific and commercialization progress in accordance with the requirements, criteria, organizational arrangements and working procedures outlined in the FA, POM and GFM.
19. IEB evaluates the implementation progress and achieved results of the Subprojects receiving Grants based on the technical reports of the Grantees, periodic on-site visits and the results of technical and financial monitoring performed by the PIU (MHESI).
20. Based on the evaluation results, the IEB advises the PIU (MHESI) on the commencement, continuation, suspension or cancellation of an individual Subproject.
21. Any changes that significantly impact on the project implementation during its execution require IEB approval, following the next list, but not limited to:
 - a. redistribution of grant funds between approved categories in the financial plan in the amount of more than 20% of the total initial amount of the category;
 - b. elimination or adding new categories of expenditures in the financial plan;
 - c. replacement of the key staff (PI, Co-PI, CS, CTO, DCTO, BDM) of the Subproject tem;
 - d. replacement of the co-financing partner, equipment;
 - e. changing objectives of the Subproject.

Article VI – Project Implementation Unit

22. The Project Implementation Unit (PIU (MHESI)) supports the MHESI in managing implementation, monitoring and evaluation, building awareness and strengthening the Project's capacity in accordance with the FA.
23. Changes that have indirect or insignificant impact on the project implementation during its execution require PIU approval, following the next list, but not limited to:
 - f. redistribution of grant funds between approved categories in the financial plan in the amount of not more than 20% of the total initial amount of the category;
 - g. redistribution of co-financing funds between approved categories in the financial plan;
 - h. replacement of non-key staff in the Subproject team;

- i. changes in the implementation plan;
- j. changes in the procurement plan, except equipment.

24. PIU (MHESI) is responsible for daily administration of the Project activities, including (i) organizing competitions for selection of the Grantees and other organizations that are selected on a competitive basis within the Project; (ii) monitoring of the procurement of all goods and services carried out by the Grantees supported by the Project to ensure that procurement procedures comply with all applicable World Bank rules and instructions; (iii) maintaining communication between the Grantees, the MHESI and the IEB and if necessary, informing the Grantees of and implementing the decisions of the PIU (MHESI) and IEB; (iv) conducting monitoring and evaluation activities for the Project and the Grantees; (v) ensuring that individual activities of the Project and the Grantees are carried out in accordance with all applicable fiduciary and environmental and social requirements of the World Bank; and (vi) other functions in line with the FA.

Article VII - Rights and Obligations of the Parties

25. The PIU (MHESI) has the right to:

- k. Execute the decision of the IEB to suspend and/or terminate the rights of the Grantee to use the Grant funds and to demand compensation of the whole or any part of the Grant, in case of desertion by the Grantee of its obligations under the Agreement and/or improper use of the Grant, as well as in case of reputational risks for the World Bank from implementation of the Grants, duplicated financing, late submission (after the according due date) of reports and elimination of comments on reports, knowingly provision of false information by the Grantee.
- l. Before the signing of this Agreement, to review and clear against the information provided in the Full Proposal the Procurement Plan to avoid price overstatement and/or inexpediency.
- m. After the signing of this Agreement to suspend procurement procedures in event of breaches of the procurement procedures under Article IX of the Agreement.
- n. Request the services of an auditor to conduct the audit of the grant funds usage, which shall be conducted by the audit firm selected by the PIU (MHESI).

26. The PIU (MHESI) is obliged to:

- o. Monitor and evaluate the results of the Subproject, authorize payments to the dedicated bank account, and control procurement procedures in accordance with the Agreement.
- p. Receive and evaluate submitted Withdrawal Application of the Grantee, in accordance with Annex 3 to the Agreement: "Withdrawal Application Form", to assess the work progress of the Grantees, proper use of proceeds of the Grant, the completeness and accuracy of the data in the reports.
- q. Provide information on World Bank procedures and guidelines for the Grantees, Financial Management, ESMF and Environmental and Social Safeguards policies to the Grantee and other relevant parties.

27. The Grantee has the right to:

- a. If necessary, adjust the approved Financial Plan of the Agreement as specified in Annex 1. The reallocation of funds, creation of a new category of expenditure and all other changes, should take place through the conclusion of an Amendment to the Agreement. The Grantee is allowed to redistribute the grant funds between the approved categories of expenses, for an amount not exceeding 20% of the total initial amount of the category being increased and should not lead to increase in the total amount of the Grant and should be approved by PIU.
- b. The Grantee is entitled to receive advice from PIU (MHESI) on issues related to implementation of the Subproject and the use of Grant funds.

- c. The Grantee is entitled, in agreement with the PIU (MHESI), to convert Grantee's local currency funds to foreign currency to make payments for goods and services procured from abroad in accordance with the signed contract. In accordance with the terms of the contracts, conversion is made on the day of payment under the contract.

28. The Grantee is obliged to:

- a. Accomplish their obligations under the Grant Agreement in accordance with objective technical, economic, financial, managerial, environmental and social standards and practices that comply with the applicable rules and procedures of the World Bank, including the provisions of the GPM, GFM, EMF and the World Bank Guidelines On Preventing and Combating Fraud and Corruption in Projects financed by IBRD Loans and IDA Credits and Grants;
- b. Adopt an internal order: (i) granting the Subproject Principal Investigator (Chief Technology Officer) full rights to use the Grant proceeds and manage Subproject implementation, (ii) ensuring sufficient administrative support to the Subproject team to effectively implement the Subproject, (iii) ensuring full and uninterrupted access to and use of the equipment purchased from the Grant proceeds and adequate access to other facilities and equipment needed for the effective implementation of the Subproject ("Title to the equipment purchased in the framework of Subproject will vest in the Grantee at the time of delivery", para 2.2 (76) of GFM), (iv) distributing ownership shares of the intellectual property generated by the implementation of the Subproject, (v) providing facilities and (if needed) registration/certification of the new equipment purchased from the Grant proceeds, (vi) stating the co-financing amount and the type of expenses covered. The order must be acceptable to the Subproject team, confirmed by the signature of the Principal Investigator (Chief Technology Officer). The order must be attached to the Grant Agreement.
- c. Carry out procurement of goods and services financed under the Subproject Procurement Plan set out in Annex 1 of the Agreement, in accordance with the provisions of the FA (IDA 6784) and GFM;
- d. Implement Grant in accordance with the Subproject Implementation Plan described in Annex 1 to this Agreement;
- e. Implement Grant in accordance with the Grantees' Environmental and Social Management Plan (as applicable) of Annex 2 of the Agreement and in accordance with the provisions of ESMF and the World Bank environmental and social standards;
- f. Contribute co-financing funds to the Subproject in accordance with the financial plan of the Agreement
- g. Spend the Grant funds in accordance with the Subproject Financial Plan set out in Annex 1 of this Agreement;
- h. Maintain and keep accurate account/records of procured goods or services (including waybills, invoices, delivery-acceptance acts, acts of rendered services) separately from third parties and separate from other records of Grantee that are not related to this Agreement. The primary financial documents such as invoices, construction contracts, invoices suppliers, delivery-acceptance acts, etc. must be stored properly in accordance with legislation of the Republic of Uzbekistan;
- i. As the spending of grant funds and co-financing funds proceeds, shall provide information on disbursement of funds in his/her account on the Project Portal with electronic copies of supporting primary documents attached;
- j. In case there is an unutilized / excess amount of Grant funds, the Grantee shall return unused Grant funds directly to MUNIS Designated Account on the basis of instructions by PIU (MHESI) at the expiration of the Agreement or early completion of the Subproject;
- k. Suspend using Grant funds in the event of receiving a written notification by the PIU (MHESI) from the date of receiving of such notification;
- l. Provide access to all requested documentation and information related to implementation of the Subproject to external auditors, staff of the MHESI, PIU (MHESI), World Bank and/or World Bank assigned parties (consultants, experts, etc.);
- m. Provide, upon request of the PIU (MHESI), information on the results of the commercialization, with supporting documentation in the form of contracts/agreements, payment orders, account statements, etc.

- n. Provide access to the PIU (MHESI), MHESI, and the World Bank assigned staff to the Grantee's premises, data, records, information, systems and etc. related to Subproject implementation activities and funds utilization;
- o. Prepare and submit to the PIU (MHESI) all information related to the Subproject implementation, which may be reasonably required by the PIU (MHESI) or the World Bank;
- p. Take appropriate measures to protect confidential information and intellectual property pursuant to relevant legislation of the Republic of Uzbekistan;
- q. Inform the PIU (MHESI) immediately of the difficulties encountered in achieving the expected outcome or of failure to successfully complete the Subproject;
- r. At the formal request by the PIU (MHESI), the Grantee is obliged to duly arrange the audit of the usage of grant funds on the terms of references acceptable to the PIU (MHESI) and furnish the audit report within the period prescribed in the terms of references acceptable to the PIU (MHESI) and at the expense of the Grant proceeds.

Article VIII – Responsibility of the Parties

- 29. The Grantee, in accordance with the legislation of the Republic of Uzbekistan, shall bear full responsibility for all taxes and mandatory contributions to the state budget, their timely payment in the framework of the Grant, and use of Grant funds.
- 30. The Grantee is responsible for the proper use of the Grant funds and implementation of the Subproject in accordance with this Agreement and the legislation of the Republic of Uzbekistan.
- 31. Failure to comply with the provisions of this Agreement shall be considered as a violation of conditions of the Agreement.
- 32. The Grantee is responsible for damage caused intentionally or unintentionally to anyone as a result of the use of the Grant proceeds, nor for the methods and the results of the Subproject implementation or for any claim from third parties to the Grantee on any matter, which may arise during implementation of this Agreement.
- 33. Grantee is obliged to follow all the requirements of the MHESI, World Bank and the requirement of FA in terms of procurement. In case of non-compliance with the terms of this paragraph, the Grantee shall be liable for misuse of other person's monetary assets and actions will be taken in accordance with Para 5 "Termination of Grant Agreement and Grant Completion" of GFM.
- 34. If the World bank, in connection with the violation of the Grantee's obligations under this Agreement, applies penalties to the MHESI, the Grantee shall reimburse all losses of the MHESI incurred in connection with the violation of the Grantee's obligations.

Article IX – Procurement

- 35. For each contract which will be financed under the Grant, different procurement methods or methods of consultant selection, cost estimates, the requirements of the PIU (MHESI) on the preliminary review, and terms should be agreed between the PIU (MHESI) and the Grantee in accordance with procedures described in the GFM and provisions prescribed in the FA.
- 36. The Procurement Plan can be updated on a regular basis when there is a need to add new items but no later than 6 months before the end of Grant in order to reflect practical needs of the Grant's implementation and should be approved by PIU.
- 37. The Grantee shall ensure that all procured goods financed out of the Grant proceeds, are provided with the necessary warranty period, have been certified and safe, as well as are provided with the protection against the risk arising from the acquisition, transportation and delivery to the place of their application or installation.
- 38.

Article X – Bank Account

- 39. The Grantee is responsible for opening a Dedicated Bank Special Account in the financial institution acceptable to the PIU (MHESI).

40. The Dedicated Bank Account of the Grantee is used only for receiving and disbursing of Grant funds. Grant funds can be withdrawn from the account solely to cover expenditures set in the Subproject Financial Plan specified in Annex 1 to this Agreement or other purposes stipulated by this Agreement.

Article XI – Reporting

41. Semi-annual, Annual and Final technical reports shall be prepared following the “Structure of the technical report” (Annex 4 to the Agreement) and submitted by the Grantee in accordance with instructions set out in Para 2 (2.1) of GFM “Technical Monitoring and Reporting”.
42. In case of misuse (spending funds not according to list of expenses) of the Grant funds and other violations of the conditions of the Agreement on the monitoring results, the PIU (MHESI), in agreement with IEB, may apply relevant sanctions to the Grantee, which are provided in the Article VII “Rights and Obligations of the Parties” of the Agreement, Para 2 (2.2) “Financial Monitoring and Reporting” and Para 5 “Termination of Grant Agreement and Grant Completion” of GFM.
43. Quarterly, Annual and Final E&S reports shall be prepared following the “Structure of the Environmental and Social Report” (Annex 5 to the Agreement) and submitted by the Grantee in accordance with instructions set out in Para 4 of GFM “Environmental and Social Impact Monitoring and Reporting”.
44. Failure to submit technical, and E&S reports within the time limits provided for in the GFM may be considered a violation of the obligations of the Grantee.
45. A final technical (achievements), financial (received and utilized Grant funds) and E&S reports need to be presented within 30 calendar days from the date of Grant completion. In case of failure to submit final reports within the specified period, the Grantee shall pay to the PIU (MHESI) a penalty of 0.1% for each overdue day of the grant amount under the GA. The maximum volume of penalty is 10% from Grant amount.
46. The PIU (MHESI), MHESI or the World Bank does not bear any responsibility for foreign exchange losses. The Grantee shall apply necessary reasonable and precautionary measures to manage the foreign exchange loss with contracts quoted in foreign currency. Any foreign exchange loss arising from the contracts and transactions in foreign currency shall be covered by the Grantee’s own resources.

Article XII – Evaluation of Implementation and Monitoring of the Subprojects

47. Subproject assessment will be based:
- r. on technical and audit reports submitted to the PIU (MHESI), as well as;
 - s. on the assessment, carried out by IEB, of the performance of the works and technical reports carried out within the Subproject.
48. Evaluation of the Grantees performance will be made by the IEB and, if necessary, by independent scientific experts, recommended by the IEB. The assessment may include direct visits to the Grantees site, meetings with scientists and team members and analytical review of technical reports. The performance assessment is carried out every six months. Evaluation reports are submitted to the PIU (MHESI). Based on the results of the performance assessment and IEB recommendation, the PIU (MHESI) shall continue or suspend financing of the Subproject without the right of the Grantee to appeal the decision of the PIU (MHESI).

Article XIII – Amendment of the Agreement

49. This Agreement and Annexes to the Agreement may be amended by signing the Additional Agreement upon written approval of the PIU (MHESI) after receiving approval from the IEB (if necessary). Any Amendments to the Grant Agreement must comply with the provisions and requirements of the GFM.
50. All cases that are not regulated in this Agreement shall be governed by the legislation of the Republic of Uzbekistan.

Article XIV – Record Keeping

51. The Grantee conducts accounting in accordance with the current legislation of the Republic of Uzbekistan.
52. Original financial statements and all other supporting documentation (invoices, payments, contracts, etc.) shall be duly archived and retained by the Grantee for a period of 3 years after submission of the final financial report for Subproject implementation. The PIU (MHESI) has the right to have copies of the above documents in its own possession.
53. In the event of reorganization of Grantee after completion of the Subproject, any successor of the Grantee will retain the documents in accordance with legislation of the Republic of Uzbekistan.

Article XV - Public Statements and Publications

54. The Grantee provides to the PIU (MHESI) copies of public statements and publications related to the Grant and financed within the Project framework. The Grantee will include the following sentence in all public statements and publications, funded by the Grant (including written, audio and video materials, electronic publications, etc.): «This publication has been produced within the framework of the Grant “(Subproject title)”, funded under the MUNIS Project, supported by the World Bank and the Government of the Republic of Uzbekistan. The statements do not necessarily reflect the official position of the World Bank and the Government of the Republic of Uzbekistan.”
55. The Grantee should notify the PIU (MHESI) 14 business days in advance of scheduled meetings, press conferences and other important events to promote the Grant and will, when possible, include the participation of the PIU (MHESI) in these activities.
56. The PIU (MHESI) shall be entitled to publish general information (abstract) on this Grant Agreement including the identity of the Grantee, the title and objective of the Subproject, its estimated costs and duration, and the names of Subproject team members and laboratories where the research is being carried out.

Article XVI – Intellectual Property

57. The IP rights obtained during implementation of the Subproject belongs to the Grantee.
58. Distribution of intellectual property rights for the produced outputs shall be fixed in a separate agreement between Grantee and Co-financing partner.

Article XVII - Termination and Closure of Grant

59. The PIU (MHESI) is authorized to terminate this Agreement at any time with mandatory return of Grant funds by written notice to the Grantee following the prior agreement with IEB and the World Bank in accordance with Para 5 “Termination of Grant Agreement and Grant Completion” of GFM. In case Grant funds are not refunded to the PIU (MHESI) within 30 calendar days after the official notification, the Grantee shall pay to the MHESI a penalty of 0.1% for each overdue day of the grant amount under the Grant Agreement. The maximum volume of penalty is 10% from Grant amount.
60. In the event of a dispute between the Grantee and the MHESI that may require legal action, all legal costs and expenses related to legal actions and/or proceedings shall not be covered by the Grant funds.
61. Upon approval of the final financial report and final technical report and return of unused funds, the Grantee will be notified by the PIU (MHESI) of grant closure.

Article XVIII - Force Majeure

62. This Grant Agreement may be suspended or terminated in the event of force majeure, the fact of occurrence of which must be formally confirmed by the competent authorities of the Republic of Uzbekistan.
63. In the case of impossibility to fulfill obligations by reason of force majeure, the Grantee is required to notify in writing to the PIU (MHESI) not later than 10 (ten) business days from the date of occurrence of such situations. Failure to notify or untimely notification deprives the Grantee of the right to invoke the above circumstance as grounds for exemption from liability for failure to fulfill obligations under this Agreement.

64. The occurrence of force majeure, as well as the termination of its actions, are documented in writing and signed by both Parties of this Agreement.

Article XIX – Duration of the Agreement

65. This Agreement enters into force from the date of signing and is valid until _____ year and full performance by the Parties of the obligations accepted in accordance with the Agreement.

66. In case the Grant falls under the Grant audit or Project audit scope, the Grant Agreement remains valid until the Grant audit report, or the Project audit report is finalized and accepted by final recipient.

Article XX – Language and Copies

67. The Grant Agreement shall be executed in English and Uzbek languages. In the event of any ambiguity or conflict between the English and Uzbek language versions, the English version shall prevail. Each Party shall hold one (1) original, each of which shall have the same legal effect.

IN WITNESS WHEREOF, this Agreement is duly executed by each Party or its legal representative as of the date set forth below.

Parties:

Official Stamp and signature:

Official Stamp and signature:

Ministry of Higher Education, Science and
Innovations of the Republic of Uzbekistan

Head of the Grantee

Signature:

Principal Investigator Name and Title

_____ (registration address)

BIN _____

IIC _____

BIC _____, Beneficiary code _____

_____ (bank name)

Date:

Date:

WORK PLAN

1. SUBPROJECT SUMMARY INFORMATION

1.1 Subproject title:

Full title of the project.

1.2 Research domain(s):

Domain nature (single research domain or cross-domain nature) of the project.

1.3 Principal Investigator (Chief Technology Officer):

Name:

Title:

Position:

Phone:

E-mail:

Co-Principal Investigator (Deputy Chief Technology Officer):

Name:

Title:

Organization:

Position:

Phone:

E-mail:

1.4 Co-financing partner:

Name:

Address/contact information:

Name of Signature Authority:

Title:

Position:

Participating Institutions:

Name:

Address/contact information:

Name of Signature Authority:

Title:

Position:

1.5 Subproject duration:

months

1.6 Study location and facilities:

Statement about the site(s) where the implementation will take place, facilities and principal equipment available for implementation the Subproject.

2. DETAILED DESCRIPTION OF SUBPROJECT WORK PLAN

2.1 Introduction and overview:

2.2 Background and objectives:

2.3 Expected results:

2.4 Benefits and value to Uzbekistan:

2.5 Innovation and/or potential for commercialization of the proposed research:

2.6 Subproject team, qualification, and staffing management plan:

2.7 Research methodology and procedures:

2.8 Risks and response strategies:

2.9 Confidentiality of research data:

2.10 Scope of Activities:

SUBPROJECT IMPLEMENTATION PLAN

Stages / Substages			Description of deliverables	Duration (months)
# Stages	## Substages	Task description and main milestones		
1				6
	1.1			2
	1.2			
2				
	2.1			

Work schedule chart (1st year):

Key stages/substages	Duration (months)	Q 1			Q 2			Q 3			Q 4		
		1	2	3	4	5	6	7	8	9	10	11	12
Stage 1													
Substage 1.1													
Substage 1.2													
Stage 2													
Substage 2.1													
Substage 2.2													
Stage 3													
Substage 3.1													
Stage 4													
Substage 4.1													
Substage 4.2													

Work schedule chart (2nd year):

Key stage description	Duration (months)	Q 1			Q 2			Q 3			Q 4		
		1	2	3	4	5	6	7	8	9	10	11	12
Stage 1													
Substage 1.1													
Substage 1.2													
Stage 2													
Substage 2.1													
Substage 2.2													
Stage 3													
Substage 3.1													
Stage 4													
Substage 4.1													
Substage 4.2													

3. SUBPROJECT FINANCIAL PLAN

Estimated Subproject Cost (UZS)

Cost Category	Amount		Total Cost
	Grant amount	Share of the co-financing	
Staff			
Equipment			
Travel expenses			
Materials and supplies			
IP protection			
Third-party services			
Rental of equipment			
Rental of premises			
Marketing expenses			
Overhead and other expenses ¹			
Audit	10 000 USD equivalent		

¹ All expenses for implementing environmental and social management plan must be indicated under Overhead category of expenses.

Taxes and other obligatory payments			
Estimated Total Cost of the Subproject			

Personnel remuneration, 1st year (USD)

#	Name of Employee	Organization, Position	Birth Year	Title	Function in Subproject	% of Time	Months (1-12)	Cost		
								Grant amount	co-financing	Total
1.					PI (CTO)					
2.					Co-PI (DCTO)					
3.					CS (BDM)					
4.										
5.										
Subtotal										

Personnel remuneration, 2nd year (USD)

#	Name of Employee	Organization, Position	Birth Year	Title	Function in Subproject	% of Time	Months (1-12)	Cost		
								Grant amount	co-financing	Total
1.					PI (CTO)					
2.					Co-PI (DCTO)					
3.					CS (BDM)					
4.										
5.										
Subtotal										

Equipment (UZS)

#	Description	Anticipated Use	Anticipated Procurement Time (Q 1-8)	Cost		
				Grant amount	co-financing	Total
1.						
2.						
3.						
Subtotal						

Laboratory materials and consumables (UZS)

#	Description	Anticipated Use	Anticipated Procurement Time (Q 1-8)	Cost		
				Grant amount	co-financing	Total
1.						
2.						
3.						

Subtotal						

Travel expenses (UZS)

#	Country of Destination	City	Organization of Destination	People	Purpose of Travel	Cost		
						Grant amount	co-financing	Total
		International						
1.								
2.								
3.								
	Total International Cost							
		Domestic						
1.								
2.								
Total Domestic Cost								
Subtotal								

Services of third-party organizations and individuals (UZS)

#	Description	Anticipated Use	Anticipated Procurement Time (Q 1-8)	Cost		
				Grant amount	co-financing	Total
		Consulting Services				
1.						
2.						
3.						
		Non-consulting Services				
1.						
2.						
3.						
Subtotal						

Protection of intellectual property and publications (UZS)

#	Description	Anticipated Use	Anticipated Procurement Time (Q 1-8)	Cost		
				Grant amount	co-financing	Total
1.						
2.						
3.						

Subtotal						

Rental of premises (UZS)

#	Description	Anticipated Use	Anticipated Procurement Time (Q 1-8)	Cost		
				Grant amount	co-financing	Total
1.						
2.						
3.						
Subtotal						

Rental of equipment (UZS)

#	Description	Anticipated Use	Anticipated Procurement Time (Q 1-8)	Cost		
				Grant amount	co-financing	Total
1.						
2.						
3.						
Subtotal						

Marketing services (UZS)

#	Description	Anticipated Use	Anticipated Procurement Time (Q 1-8)	Cost		
				Grant amount	co-financing	Total
1.						
2.						
3.						
Subtotal						

Other expenses (UZS)

#	Description	Anticipated Use	Anticipated Procurement Time (Q 1-8)	Cost		
				Grant amount	co-financing	Total
1.						
2.						
3.						
Subtotal						

4. SUBPROJECT PROCUREMENT PLAN

Name	Estimated value		Procurement method	Anticipated Procurement Time (Q 1-8)	Note
	Per unit	Total			
Goods (basic means, commodity - material assets and supplies)			RFQ		
Goods 1 ... n					
Consulting services			CQS		
Services 1...n					
Non-consulting services			RFQ		
Services 1...n					

Funding Sources

Estimated total cost of the project (local currency)	
-------------------------------------------------------------	--

Financial Sources

Financial Source	Written confirmation (Y/N)	Amount
Requested from the MUNIS		
Other financial source 1 (co-funding) name of the organization:		
Other financial source 2 (co-funding) name of the organization:		

Non-Financial Sources

Source	Short Description of the Contribution	Written confirmation (Y/N)	Estimated amount

5. GRANT AND CO-FINANCING PAYMENT SCHEDULE

Payments (local currency)		Grant amount	Co-financing amount
202_ year	Tranche 1		
202_ year	Tranche 2		
202_ year	Tranche 3		
202_ year	Tranche 4		
202_ year	Tranche ...		
202_ year	Tranche ...		
202_ year	Tranche ...		
TOTAL			

**Indicative Summary of
Environmental and Social Management Plan**

1. Environmental and social management plan should describe how an action might impact on the natural environment in which it occurs and set out clear commitments from the borrower taking the action on how those impacts will be avoided, minimized and managed so that they are environmentally acceptable. An ESMP consists of the set of prevention, mitigation, monitoring, and institutional measures to be taken during implementation and operation to eliminate adverse environmental and social impacts, offset them, or reduce them to acceptable levels. The plan should include the actions needed to implement these measures. ESMPs are essential tools for Subprojects with Low and Moderate Environmental Risk categories, as long as Subproject under the category of Substantial and High Environmental Risk will not be financed by MUNIS to prepare ESMP, the Grantee and its ESIA design team (a) identify the expected adverse impacts to the environment; (b) envisage necessary responses to potentially adverse impacts; (c) determine requirements for ensuring that those responses are made effectively and in a timely manner; and (d) describe the means for meeting those requirements.
2. The ESMP should include the following elements:
 - a. *Mitigation measures*
 - i. The ESMP should represent the key measures for mitigating and preventing major E&S impacts, formulated into actionable plans with defined framework and mechanisms for effective implementation.
 - ii. The ESMP should outline the execution and monitoring procedures of mitigation measures for each E&S impact identified in the ESIA and described in the Environmental Assessment, management responses to monitoring outcomes, and the reporting systems to be used. Mitigation measures are used to prepare the detailed monitoring plans within the ESMP (see below). The plan includes compensatory measures if applicable.
 - iii. Specifically, the ESMP:
 - lists and describes all anticipated significant adverse E&S impacts;
 - provides detailed descriptions of each mitigation measure, its application, and conditions (e.g., continuously or in the event of contingencies), along with any necessary designs, equipment, and procedures, as appropriate; In case of engaging contractors by the Borrower, the ESMP should be incorporated as part of the contract between the Borrower and the contractor, together with appropriate monitoring and enforcement provisions estimates any potential E&S impacts of these measures; and
 - considers other mitigation plans required for the Subproject.
 - b. *Monitoring*
 - i. Environmental and social monitoring during project implementation provides information about E&S impacts of the project and the effectiveness of prevention and mitigation measures. Such information enables the PIU (MHESI) and the World Bank to evaluate the success of mitigation as part of project supervision and allows corrective action to be taken when needed. Therefore, the ESMP identifies monitoring objectives and specifies the type of monitoring, with linkages to the impacts assessed in the ESIA report and the mitigation measures described in the ESMP. ESMP must include a description of the planned monitoring plan and the overall approach and methodology for risk management.
 - ii. Specifically, the monitoring section of the ESMP provides (a) a specific description, and technical details, of monitoring measures, including the parameters to be measured, methods to be used, sampling locations, frequency of measurements, detection limits (where appropriate), and definition of thresholds that will signal the need for corrective actions; and (b) monitoring and

reporting procedures to (i) ensure early detection of conditions that necessitate particular mitigation measures, and (ii) furnish information on the progress and results of mitigation.

c. Capacity Development and Training

- i. If necessary, in the framework of ESMP staff training for implementation of environmental and social protection measures is considered. Specifically, the ESMP provides a specific description of institutional arrangements - who is responsible for carrying out the mitigatory and monitoring measures (e.g., for operation, supervision, enforcement, monitoring of implementation, remedial action, financing, reporting, and staff training).
- ii. To strengthen E&S management capacity in the agencies responsible for implementation, the ESMP recommends the establishment or expansion of the parties responsible, the training of the staff and any additional measure that may be necessary to support implementation of mitigation measures and any other recommendations of the E&S assessment.

d. Implementation Schedule and Cost Estimates

- i. The ESMP must include:
 - a timeline for implementing all three aspects (mitigation, monitoring, and capacity development), aligning with the overall project implementation plans.
 - capital, recurrent cost estimates and sources of funds for ESMP implementation. These figures are also integrated into the total project cost tables.

e. Integration of ESMP with Project

- i. The Borrower's decision to proceed with a project, and the World Bank's decision to support it, are predicated in part on the expectation that the ESMP (either stand alone or as incorporated into the ESCP) will be executed effectively. Consequently, each of the measures and actions to be implemented will be clearly specified, including the individual mitigation and monitoring measures and actions and the institutional responsibilities relating to each, and the costs of so doing will be integrated into the project's overall planning, design, budget, and implementation.
- ii. Such integration is achieved by establishing the ESMP within the Subproject so that the plan will receive funding and supervision along with the other components.

Disbursement Application Form

A

Ministry of Higher Education, Science and
Innovation of the Republic of Uzbekistan
PO Box 100174
Tashkent, University 7 str.
Uzbekistan

Attention: Project Implementation Unit for MUNIS Project

1 Date dd/mm/yyyy
2 RCP no. #
3 Grant Agreement no./date
4 Application no. #

5 Project name Title of Subproject

6 Application for payment of (amount & currency) USD XXX XXX.XX

7 Type of disbursement: Special account ☒ Direct payment ☐
Reimbursement ☐

8 Payment instructions

a Payee name Name of the Grantee
b Payee address Address of Grantee
c Payee account number
d Personal account
e Payee Bank name
f Payee Bank address
g Payee Bank code
h Payee Bank SWIFT code
(if applicable)

9 The Grantee applies for payment in accordance with the terms and conditions of the Grant Agreement dated dd/mm/yyyy with the Implementation unit of World Bank Project "Modernizing Uzbekistan National Innovation System" at the Ministry of Higher Education, Science and Innovation of the Republic of Uzbekistan. The Grantee certifies and agrees to the following:

- a The amount requested is required solely for the payment or reimbursement for payment for goods and services as described in the attached summary statement(s).
- b The expenditures were or will be for the sole purpose of the Project as specified in the Grant Agreement and the cost and procurement terms are in accordance with the relevant contract(s).
- c No amount has been previously withdrawn or applied for to meet these expenditures.
- d No other funds have been or will be obtained by any other grant, loan or credit for the purpose of fully or partially meeting these expenditures.
- e At the date of this application the grantee is not in default of any obligations under any grant agreement with the Project Implementation Unit under Ministry of Higher Education, Science and Innovation of the Republic of Uzbekistan.
- f The amount requested is consistent with the percentage financed by the Implementation unit of World Bank Project "Modernizing Uzbekistan National Innovation System" at the Ministry of Higher Education, Science and Innovation of the Republic of Uzbekistan for these expenditures as specified in the Grant Agreement.
- g The goods and services have been procured / will be procured in accordance with procedures outlined in the Grant Fiduciary Manual and Grant Agreement and are from eligible sources.
- h For expenditure claimed on the basis of a Statement of Expenditure (SOE), all documentation which verifies these expenditures is retained in the location stated on the summary sheet and is available for review by the PIU/World Bank or auditors upon request.

10 This application consists of 2 page(s) including 1 page summary statement(s).

11 a Name of Grantee Name of the Grantee
Signature(s) of Authorized Representative(s)
Print Name & Title of Signator(y)(ies) Name of Head of the Grantee

*** Please ensure your application and annexes are complete and correct to avoid any delays ***

Disbursement Application Form
Forecast Statement (Special Account)

1 Date _____ dd/mm/yyyy
2 Grant Agreement no. / Appl No. _____ #
3 Special Account no. _____

4 Period Covered _____ dd.mm.yyyy-dd.mm.yyyy
5 Sheet no _____ 1
6 Total no of sheets _____ 1

1 Item no.	2 Component / Budget Line	3 Contract Description / Activities	4 Contract date & no	5 Total Cost (signed contracts)	6 Previous Payment made from Special Account	7 Total Due in the period	8 Remarks
	Total			USD 0,00	USD 0,00	USD 0,00	
1	Title of Subproject	Personnel remuneration	* Detailed is attached	USD 0,00	USD 0,00	USD 0,00	
		Equipment		USD 0,00	USD 0,00	USD 0,00	
		Laboratory materials and consumables		USD 0,00	USD 0,00	USD 0,00	
		Travel International		USD 0,00	USD 0,00	USD 0,00	
		Travel Domestic		USD 0,00	USD 0,00	USD 0,00	
		Services of third-party organizations and individuals		USD 0,00	USD 0,00	USD 0,00	
		Protection of intellectual property and publications		USD 0,00	USD 0,00	USD 0,00	
		Training courses and seminars		USD 0,00	USD 0,00	USD 0,00	
		Internal Audit		USD 0,00	USD 0,00	USD 0,00	
		Overhead expenses (not exceed the 15% of the total Grant amount)		USD 0,00	USD 0,00	USD 0,00	

* Requested amount in this Application will be paid in UZS

9 Total Required amount in USD USD 0,00
10 Available balance in S.A. in USD USD 0,00
11 Requested in this Application* USD 0,00

12 Name of Grantee _____ Name of the Grantee

Signature(s) of Authorized Representative(s)

Print Name & Title of Signator(y)(ies) _____ Name of the Head of the Grantee

Name of Grantee

Reconciliation of special account

Part 1			Account currency UZS	Equivalent in USD
	Opening balance			
1	UZS Special Account - No. _____	dd/mm/yyyy	0,00	0,00
2	Amount received from PIU (World Bank)	dd/mm/yyyy-dd/mm/yyyy	0,00	0,00
3	Fund transferred to different contractors	dd/mm/yyyy-dd/mm/yyyy	0,00	0,00
4	Closing balance	dd/mm/yyyy	0,00	0,00

Name of the Grantee

Name of the Head of the Grantee

Name of Grantee
 STATEMENT OF EXPENDITURES (SOE)
 For the Period from dd/mm/yyyy-dd/mm/yyyy

1	2	3	4	5	6	7
No.	Name of supplier	Description of Goods & Services	Date of payment	Exchange rate Used	Expenditures (in UZS)	USD Equivalent
Total					-	-

 Name of the Grantee

 Name of the Head of the Grantee

Procurement report
on the Grant Agreement as of «__» _____ 202_ No. ____

in local currency

Name of goods and services	Name of supplier/contract number/ Date of signing	Total amount of the contract	Paid sum	Savings
Goods (Description)				
Total				
Services (Description)				
Total				
TOTAL				

Head of the Grantee Name:
Official Stamp and signature:

Principal Investigator Name:
Signature:

Accountant: _____ Name:
Signature:

“ _____ ” _____ 202_

STRUCTURE OF THE TECHNICAL REPORT

«Administrative data» section:

- Type and date of the technical report (*semi-annual, annual, final*):
- Reporting period (*start and end date of the reporting period*):
- Subproject title:
- Grantee name:
- Full name of the Principal Investigator:

«Result Statement» section:

- Achievement of planned results, conducting planned activities with explanations and justification in terms of quantitative and qualitative data:
- Compliance with ESMF:
- Unplanned results/deviations/discoveries with explanations and justification in the form of quantitative and qualitative data:

«Conclusion» section:

- Analysis of the sustainability of research findings and their possible application in practice:
- Prospects for further development and implementation of developed technologies:
- Prospects for achieving the Subproject objectives during the next reporting period with a clear indication and explanation of key success factors:
- Necessary changes in planned activities with explanation of reasons:

Annexes: Documentary proof of the achievement of significant results of the Grant, arranged activities, services, etc.

Annex No. 5 to the Grant Agreement

STRUCTURE OF THE ENVIRONMENTAL AND SOCIAL REPORT

«Administrative data» section:

Type and date of the technical report (semi-annual, annual, final):

Reporting period (start and end date of the reporting period):

Subproject title:

Grantee name:

Full name of the Principal Investigator:

«Result Statement» section:

1. Expected activity of the Subproject: _____

2. Expected type of pollution from the activity to the environment (*please underline*):

Atmospheric air, Land, Surface water, Underground water

3. Expected types of waste, effluent or emission to the environment:

4. Expected adverse exposures from the activity (*please underline*):

Noise, Nuisance, Vibration, Radiation

5. The category of risk and environmental impact of the activity (*please underline if you know*):

Moderate (Category III), Low (Category IV).

Obligations of the Grantee:

- (a) Following applicable Environmental and Social Standards and EHS Guidelines of the World Bank and local E&S legislation in realization of its activities.
- (b) Conduction of the national Environmental Impact Assessment and the State Environmental Expertise (according to the Law of Uzbekistan “On Environmental Expertise” No73-II, 25 May 2000 and Resolution of Cabinet Ministries (RCM) of Republic of Uzbekistan # 541 dated from 2020) before starting its activity.
- (c) Following E&S requirements mentioned in ESMF of the PIU (MHESI), develop ESMP for monitoring the activities in all stages of the Subproject and ensure E&S, health and safety measures are met.
- (d) Submitting E&S reports and calculated compensation payments for environmental pollution if the environmental impact from its activity belongs to the categories III and IV.

ANNEX 2: PROCUREMENT FORMS

PROCUREMENT FORMS

Draft

Invitation for Bids

Country: Uzbekistan

Project name: “Modernizing Uzbekistan’s National Innovation System (MUNIS)” Project

Credit No.: _____

Assignment Title: _____

Reference No.: _____

The Republic of Uzbekistan has received a credit from International Development Association (IDA) toward the cost of the “Modernizing Uzbekistan’s National Innovation System” Project, and intends to apply part of the proceeds for Supply of Goods under the MUNIS Project.

The Ministry of Higher Education, Science and Innovations of the Republic of Uzbekistan now invites firms to indicate their interest in providing the Non-Consulting Services. Interested Firms should send their Quotations based on the attached Technical Specifications.

The detailed Technical Specifications for the assignment can be found at the following link:
_____.

The attention of interested Consultants is drawn to Section III, paragraphs, 3.14, 3.16, and 3.17 of the World Bank’s “Procurement Regulations for IPF Borrowers” July 2016 (revised in November 2017 and August 2018) (“Procurement Regulations”), setting forth the World Bank’s policy on conflict of interest.

Further information can be obtained at the address below from 10:00 a.m. to 5:00 p.m. during working days.

Quotations of the Firms must be delivered in a written form to the address below by the _____, 2021, 3:00 p.m. Tashkent time.

Contact Information and address of the Grantee _____

Request for to Quotations (RFQ) - Shopping For Goods

Project Title: _____

Date: _____

Source of Funding: _____

Contract Ref: _____

To: _____

Dear Supplier,

1. You are invited to submit your price quotation(s) for the supply of the following items:

- (i) _____
- (ii) _____
- (iii) _____
- (iv) _____

Information on technical specifications and required quantities are attached.

2. You may quote for any or more items under this invitation. Each item shall be evaluated and contract awarded separately to the firm(s) offering the lowest evaluated price for each item or you must quote for all the items under this Invitation. Price quotations will be evaluated for all the items together and contract awarded to the firm offering the lowest evaluated total cost of all the items}.

{Note: The Purchaser must select one of the two options and delete the non-applicable option}

3. [You shall submit one original of the Price Quotation with the Form of Bid, and clearly marked "Original". In addition, you shall also submit one copy marked as "COPY". Your quotation in the attached format should be sealed in an envelope and addressed to and delivered at the following address:

OR

Your price quotation in the form attached may be submitted by facsimile or electronically at the following address:

(Purchaser's Address)

_____]

Your quotation(s) in the required format should be addressed and submitted to:

Telephone: _____

Fax: _____

Note: If submission of quotation is allowed by facsimile or by electronic means, then replace the text in parenthesis above with the following:

[Your price quotation in the form attached may be submitted by facsimile or electronically at the following address:]

4. Your quotation in duplicate and in _____ language, should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in _____ language) for each item quoted, including names and addresses of firms providing service facilities in _____ (name of the country).

5. The deadline for receipt of your quotation (s) by the Purchaser at the addressed indicated in Paragraph 5 is: _____

6. Quotations by fax or by electronic means are acceptable.

7. Your quotation(s) should be submitted as per the following instructions and in accordance with the attached Contract. The attached Terms and Conditions of Supply is an integral part of the Contract.

(i) PRICES: The prices should be quoted for delivery CIP _____ (place of destination) for imported goods or EXW for domestically supplied goods plus the price of delivery to the place of destination, according to INCOTERMS, 2000. Prices can be quoted in any Bank member country currency, including Euro, but no more than three currencies.

(ii) EVALUATION OF QUOTATIONS: Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their prices by converting their CIP/EXW price (plus the price of delivery to the place of destination, including incidental charges such insurance, etc.) to the _____ (national currency of the Purchaser) based on the selling exchange rate published by the Central Bank of _____ (Purchaser's country) on the date specified in Paragraph 5 of this invitation for submission of quotations.

In evaluating the quotations, the Purchaser will determine for each proposal the evaluated price by adjusting the price quotation by making any correction for any arithmetical errors as follows:

(a) where there is a discrepancy between amounts in figures and in words, the amount in words will govern;

(b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;

(c) if a Supplier refuses to accept the correction, his quotation will be rejected.

In addition to the quoted price, the evaluated price shall include:

- All custom duties, import and any other taxes or fees applicable for goods imported in _____ (Purchaser's country), and
- Value Added Tax (VAT) in _____ (Purchaser's country).

(iii) AWARD OF PURCHASE ORDER: The award will be made to the bidder offering the lowest evaluated price and that meets the required standards of technical and financial capabilities. The successful bidder will sign a Contract as per attached form of contract and terms and conditions of supply.

(iv) VALIDITY OF THE OFFER: Your quotation(s) should be valid for a period of forty-five (45) days from the deadline for receipt of quotation(s) indicated in Paragraph 5 of this Invitation to Quote.

8. Further information can be obtained from:

Telephone: _____

Fax: _____

E-mail: _____

9. Please confirm by fax/e-mail the receipt of this invitation and whether or not you will submit the price quotation(s).

Sincerely,

Form of Contract

THIS AGREEMENT number _____ made on _____, ____ 2004, between _____ (hereinafter called “the Purchaser”) on the one part and _____ (hereinafter called “the Supplier”) on the other part.

WHEREAS the Purchaser has invited quotation for _____ (description of goods) to be supplied by Supplier, viz. Contract _____, (hereinafter called “Contract”) and has accepted the Bid by the Supplier for the supply of goods under Contract at the sum of _____ (_____) hereinafter called “the Contract Price”.

NOW THIS AGREEMENT WITNESSETHES as follows:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
 - a) Invitation to Quote; Term and Conditions of Supply, Technical Specification;
 - b) Addendum (if applicable);
2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the supply of Contract and remedy any defects therein in conformity with the provisions of Contract.
3. The Purchaser hereby covenants to pay in consideration of the goods supply and acceptance of Contract and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by Contract.

Signature and seal of the Purchaser:
FOR AND ON BEHALF OF

Name of Authorized Representative Signature and seal of the Supplier:
FOR AND ON BEHALF OF

Name of Authorized Representative

Terms and Conditions of Supply

Project Name: _____ Purchaser: _____
Consignee: _____ Package No. _____

1. Prices and Schedules for Supply

S. No.	Item No.	Quantity	Unit Price	Total Price	Delivery Time
--------	----------	----------	------------	-------------	---------------

1.

2.

{Note: In case of discrepancy between unit price and total derived from unit price, the unit price shall prevail}

Spare Parts

}

Tools and Accessories

}

Manuals

} specify, if applicable.

Maintenance Requirements

}

1. Fixed Price: The prices indicated above are firm and fixed and not subject to any adjustment during contract performance.

2. The Purchaser reserves the right at the time of contract finalization to increase or decrease by up to 15% the quantity of goods and services originally specified without any change in unit prices as other terms and conditions.

3. Delivery Schedule: The delivery should be completed as per above schedule but not exceeding _____ months from contract signature or, when applicable, from the date of signing of contract.

4. Insurance: The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss of damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the CIP/EXW value of the Goods from «Warehouse» to «Warehouse» on «All risks» basis, including «War Risks». The Supplier shall arrange and pay for cargo insurance, naming the Purchaser as the beneficiary.

5. Applicable Law: The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

6. Resolution of Disputes: The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules.

7. Delivery and Documents: Upon shipment, the Supplier shall notify the Purchaser and the Insurance Company by cable or fax the full details of shipment, including purchase order

number, description of goods, quantity, the vessel, the Shipping and Forwarding Receipt from freight Company showing full details, port of loading, date of shipment, port of discharge, etc. The Supplier shall mail the following documents to the Purchaser, with a copy to the Insurance Company:

- (i) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- (ii) duplicate air/ truck transport document and/ or duplicate of railway transport document, and/or duplicate FCR (Forwarders Certificate of Receipt) in 1 Original and 2 Copies marked «freight prepaid»;
- (iii) copies of the packing list identifying contents of each package;
- (iv) manufacturer's or supplier's warranty certificate;
- (v) certificate of origin;
- (vi) certificate of quality.

The above documents shall be received by the Purchaser at least one week before arrival of the goods at the port of place of arrival and, if not received, the Supplier shall be responsible for any consequent expenses.

9. Payment for your invoice will be made 100% against delivery of shipping documents, through an irrevocable and Confirmed Letter of Credit, opened by _____ (name of the Bank in Purchaser's country) in favor of the _____ (Supplier's Bank).

10. Warranty: Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser. Please specify warranty period and terms in detail.

11. Packaging and Marking Instructions: The Supplier shall provide standard packing of the Goods as required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

12. Defects: All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser. Name and address of service facility which the defects are to be corrected by the supplier within the warranty period:

Address _____

13. Force-Majeure: The supplier shall not be liable for penalties or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force-Majeure.

For purposes of this clause, "Force-Majeure" means an events beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force-Majeure situation arises, the Supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in

writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force-Majeure event.

14. Required Technical Specifications

- (i) General Description
- (ii) Specific details and technical standards
- (iii) Performance Parameters

Supplier confirms compliance with above specifications {In case of deviations supplier to list all such deviations}

15. Failure to Perform: The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, in spite of a 21 day notice given by the Purchaser, without incurring any liability to the Supplier.

NAME OF SUPPLIER _____

Authorized Signature _____

Place:

Date:

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 Guidelines² 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, financially or in any other manner;³ (ii) to be a nominated⁴ 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.

²*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.

³ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification or initial selection), 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.

⁴ 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 or initial selection 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.

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 inspect⁵ 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.

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: _____

⁵ 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.

Form of Quotation

_____(Date)

To: _____ (Purchaser's Name)

_____ (Purchaser's Address)

We offer to execute the _____ (name and number of Contract) in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _____ (amount in words and numbers) (_____) (name of currency) _____. We propose to complete the delivery of Goods described in the Contract within a period of _____ months from the Date of Signing of the Contract.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the proposal documents.

Authorized Signature: _____
Name and Title of Signatory _____

Name of Supplier: _____

Address: _____

Phone Number _____

Fax Number, if any _____

Procurement of Goods Under Shopping – Evaluation Form

1. Project Name _____
2. Implementing Agency _____
3. Details of goods procured _____

4. Estimated Cost _____ Equivalent US\$ _____
5. Quotations Submission _____ time allowed(days) _____
Submission Deadline _____ (date) _____
6. Bidders Invited Bidders Quoted Quotation Receipt Date Price
Quoted
7. Ranking of Responsive
Quotations by Price

Bidder
Evaluated Price
8. Non-Responsive Quotations

Bidder
Reason(s) for Rejection
9. Name of the lowest evaluated Bidder

10. Total price of the Contract _____ US \$ _____ Equivalent
award
11. Date of Contract award _____
12. Any issues (to be) discussed at finalization of contract. Give details
13. Complaints from Other Suppliers, if any, provide details

Date: _____

Signature of Procurement Official

Draft

Minutes of Procurement evaluation committee

"Approved"

Chairman of the Procurement evaluation committee

" ____ " _____

Minutes of meetings of the Procurement evaluation committee to evaluate price quotations and consideration of the evaluation report for the procurement of goods

" ____ " _____

Tashkent

The composition of the Procurement evaluation committee:

- 1.
- 2.
- 3.

In accordance with the PP for the project "_____". The announcement was published in the local newspaper / local web site on _____.

The deadline for submitting price quotations was set for _____.
According to the announcement, _____ pcs. of price quotations have been submitted by the deadline. Proposals were submitted by the following participants:

No.	Bidders name	Country	Quotation submission Date	Currency of the quotation	Price
1					
2					
3					

The results of the technical and financial assessment are reflected in the annexes.

In conclusion, based on the conducted technical and financial evaluation of the price quotations, the evaluation committee awarded Contract No. _____ for the procurement of the Goods to the bidder _____ as the participant who offered the lowest cost in the amount of _____ Uzbek Soums, price quotations that meet the requirements of the technical specification.

The evaluation committee, having reviewed the evaluation report, decided:

- to award a contract for the procurement of Goods to Company _____, whose price quotation that meets the requirements of the RFQ and with the lowest proposed price in the amount of _____ Uzbek Soums.

Signatures of evaluation committee members:

- 1.
- 2.
- 3.

ANNEX 3: EXPESSION OF INTEREST

**Request for Expressions of Interest
(Consulting Services – Firms' Selection)**

[COUNTRY]

[NAME OF PROJECT]

Loan No./Credit No./ Grant No.: _____

Assignment Title: _____

Reference No. (as per PP): _____

The *[insert name of Borrower/Beneficiary/Recipient]* *[has received/has applied for/intends to apply for]* financing from the World Bank toward the cost of the *[insert name of project or grant]*, and intends to apply part of the proceeds for consulting services.

The consulting services ("the Services") include *[insert brief description, estimated level of effort (professional staff-months), implementation period, expected start date of assignment, etc. ensuring full consistency with the TOR attached or referred to in this REOI]*.

The detailed Terms of Reference (TOR) for the assignment *[insert one of the following: are attached to this request for expressions of interest.*

Or

can be found at the following website: (insert name of the website and URL address or link).

or

can be obtained at the address given below.]

The *[insert name of implementing agency/client]* now invites eligible consulting firms ("Consultants") to indicate their interest in providing the Services. Interested Consultants should provide information demonstrating that they have the required qualifications and relevant experience to perform the Services. The shortlisting criteria are: *[insert criteria related to required qualifications and experience of the firm; such as core business and years in business, relevant experience, technical and managerial capability of the firm. The Qualifications and Experience of Key Experts shall not be included in the shortlisting criteria]*. Key Experts will not be evaluated at the shortlisting stage.

The attention of interested Consultants is drawn to Section III, paragraphs, 3.14, 3.16, and 3.17 of the World Bank's "Procurement Regulations for IPF Borrowers" July 2016 *[or insert date of applicable Procurement Regulations edition as per the legal agreement]* ("Procurement Regulations"), setting forth the World Bank's policy on conflict of interest. *[If applicable, insert the following additional text:]* In addition, please refer to the following specific information on conflict of interest related to this assignment: *[insert information on conflict of interest related to the assignment as per paragraph 3.17 of the Procurement Regulations]*.

Consultants may associate with other firms to enhance their qualifications, but should indicate clearly whether the association is in the form of a joint venture and/or a sub-consultancy. In

the case of a joint venture, all the partners in the joint venture shall be jointly and severally liable for the entire contract, if selected.

A Consultant will be selected in accordance with the *[insert approved selection method]* method set out in the Procurement Regulations.

Further information can be obtained at the address below during office hours *[insert office hours if applicable, i.e. 0900 to 1700 hours]*.

Expressions of interest must be delivered in a written form to the address below (in person, or by mail, or by fax, or by e-mail) by *[insert date]*.

[insert name of office]

Attn: *[insert name of officer & title]*

[insert postal address and/or street address]

[insert postal code, city and country]

Tel: *[include the country and city code]*

Fax: *[include the country and city code]*

E-mail: *[include e-mail address]*

As part of the EOI, the consultant should include the following information:

• **Consulting Firm Information**

Date:	Country of Incorporation:
Consultant Name:	Acronym:
EOI Submission Authorized by:	Position

• **Associations (Joint Venture or Sub-consultancy)**

Consultant	Acronym	Country of Incorporation	Joint Venture (JV) or Sub-consultant	EOI Submission Authorized By	Position

Present the rationale for and benefits of working in association (JV or Sub-consultant) with others rather than undertaking the assignment independently (as appropriate). Describe the proposed management and coordination approach of the association and the role of each firm.

• **Technical competence**

Project References - highlight the technical qualifications of your entity/consortium in undertaking similar assignments. Provide details of past experiences working with similar project authorities

- **Geographical experience**

Project References, present experiences in similar geographic areas.

- **Management Competence**

- Describe standard policies, procedures, and practices that your entity has to assure quality interaction with clients and outputs. Please state if your company is ISO certified.
- How your firm/consortium handles complaints concerning the performance of experts or quality of the reports submitted for previous and future assignments? What internal controls are in place to address and resolve complaints.
- How you ensure the quality of your firm's/consortium's performance over the life of assignments.

- **Projects references**

Present relevant projects to demonstrate the firm's technical qualifications and geographical experience (maximum 10 projects).

N	Project	Period	Client	Country	Firm
1					
2					
3					
4					
....					
.....					

- **Summary for the Projects listed above**

Project Title	
Country / Region	
Start Date	
Completion Date	
Continuous / Intermittent	
Client	
Funding Source	
Description	(indicate your role and input in man-months)

- **Eligibility**

We, the undersigned, certify to the best of our knowledge and belief:

- We have read the advertisement, including the terms of reference (TOR), for this assignment (YES/NO)

- Neither the consulting firm nor its JV member or sub-consultant or any of its experts prepared the TOR for this activity (YES/NO)
- We confirm that the project references submitted as part of this EOI accurately reflect the experience of the specified firm/consortium. (YES/NO)
- Ensuing assignment resulting from our work product under this assignment, our firm, JV member or sub-consultant, and the expert(s) will be disqualified from short-listing and participation in the assignment.
- The lead entity and JV member or sub-consultant are NOT currently sanctioned by or other MDBs. Neither the consulting firm nor the JV member or sub-consultant has ever been convicted of an integrity-related offense or crime related to theft, corruption, fraud, collusion or coercion.

ANNEX 4: REQUEST FOR PROPOSALS

Draft

Request for Proposals – Selecting a Firm through CQS

Date _____

To

1. The _____ (hereinafter to referred to as the “Client”) invites you to submit a combined technical and financial proposals to provide the following consulting services: _____. More details of the services are provided in the attached Terms of Reference.
2. 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.
4. Your technical and financial proposals should be submitted at the following address, not later than _____ 2011.
5. Please confirm receipt of this invitation by fax and that you will submit the proposals as requested

Sincerely

(Client’s authorized representative)

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:

ENTITY'S REFERENCES

Relevant Services Carried Out in the Last Three Years that Best Illustrate Qualifications

Using the format below, provide information on each assignment for which your entity, either individually as a corporate entity or within an association, was legally contracted.

Assignment Name:

Professional Staff Provided by Your Entity
(profiles):

Location:

Name of Client:

Nº of Staff-Months:

Address and telephone:

Approx. Value of Services
(in USD/or respective currency)

Entity's Name:

Sample Format of Curriculum Vitae (CV)

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.]

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.

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

Full name of staff member: _____

Full name of authorized representative: _____

Cost Estimate of Services and Schedule of Rates

(1) Remuneration

<i>Name</i>	<i>Rate (per day)</i>	<i>Time spent (number of working days)</i>	<i>Total (currency)</i>
			Sub-Total (1)

(2) Reimbursables¹

	<i>Rate</i>	<i>Calendar days</i>	<i>Total</i>
(a) International Travel			
(b) Local Transportation			
(c) Interpreter/Translation			
(d) Per Diem			
			Sub-total (2)

TOTAL COST _____

CONTRACT CEILING _____

¹ To include expenses for international travel, local transportation, interpretation/translation, per diem, visas, airport taxes, and other such travel related expenses as may be necessary; reimbursable at cost with supporting documents/receipts; except for per diem (which is fixed and includes cost of housing, meals and subsistence for the period spent in the country).

ANNEX 5: TERMS OF REFERENCE

**TERMS OF REFERENCE (TORs)
(ATTACH)**

MAIN SECTIONS OF THE TORs INCLUDE:

- 1. BACKGROUND INFORMATION ON THE PROJECT**
- 2. OBJECTIVE(S) OF THE ASSIGNMENT**
- 3. SCOPE OF WORK**
- 4. EXPECTED OUTCOMES**
- 5. QUALIFICATION REQUIREMENTS AND BASIS FOR EVALUATION (EVALUATION CRITERIA)**
- 6. DURATION OF THE ASSIGNMENT AND ESTIMATED TIME INPUT**
- 7. REPORTING REQUIREMENTS**

Evaluation Report on Qualifications and Experience of Consultants for Selection Based on Consultant's Qualifications (CQS)

Country. Project Title:
Loan/Credit/Grant Number:
Date:

1. Implementing Agency _____ (address, telephone/Fax No, email)
2. Name of consulting assignment:
3. Package number (per PP):
4. Total estimated cost of assignment:
5. Assignment period:
6. Name of Publication and Date of advertisement requesting expressions of interest:
7. Deadline for submission of the expression of interest:
8. Members of Selection Committee (Name and Position of each member):
9. Criteria for evaluating Consultant's qualifications and experience - [Total of all maximum scores should add up to 100]
 1. Overall experience of the firm (number of years) in the field of assignment (10 to 30)
 2. Number of assignment-related contracts completed during last (number of years) years (10 to 50)
 3. General experience and qualification of the key personal (10-20)
10. Name of consultants who expressed interest in respond to the advertisement:
11. Rank list of consultants after evaluation of qualifications and experience as per 9 above:

<i>Name of Consultants</i>	<i>Score</i>	<i>Strengths</i>	<i>Weaknesses</i>
1			
2			
3			

12. The following top ranking firm (the highest scoring) is recommended to be invited for submit a technical and a financial proposal which will become the basis of contract negotiations between the Client and the highest scoring firm.
13. Complaints, if any: _____

Signatures of the Members of the Selection Committee: _____

ANNEX 6: SAMPLE CONTRACT FOR CONSULTING SERVICES

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

CONTRACT No. *[insert]*

THIS CONTRACT ("Contract") is entered into this *[insert starting date of assignment]*, by and between *[insert Client's name]* ("the Client") having its principal place of business at *[insert Client's address]*, and *[insert Consultant's name]* ("the Consultant") having its principal office located at *[insert Consultant's address]*¹.

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 *[insert starting date]* and continuing through *[insert completion date]*, 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 below²:
[insert detailed list of payments specifying amount of each installment, deliverable/output for which the installment is paid and currency]
 - C. Payment Conditions

Payment shall be made in *[specify currency]*, no later than 30 days following submission by the Consultant of invoices in duplicate to the Coordinator designated in paragraph 4.

¹ Avoid use of "P.O. Box" address

² 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.

Payments shall be made to Consultant's bank account *[insert banking details. If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained]*

4. Project Administration

A. Coordinator.

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

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

5. Performance Standards

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.

6. Inspections and Auditing

The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to 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 the imposition of sanctions by the Bank (including without limitation s determination of ineligibility) in accordance with prevailing 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 or operations without the prior written consent of the Client.

8. Ownership of Material

Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software³.

9. Consultant Not to be Engaged in Certain Activities

The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to 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.

³ Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

- 11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.
- 12. Law Governing Contract and Language** The Contract shall be governed by the laws of *[insert government]*, and the language of the Contract shall be⁴ *[insert language]*
- 13. Dispute Resolution⁵** Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to 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 Consultant after 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 have subsequently approved 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, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.
 - (d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- 15. Conflict of Interest**
- 15.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.
- 15.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

⁴ 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.

⁵ 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."

15.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

- (i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

- (ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting relationships

- (iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

16. Corrupt and Fraudulent Practices
- 16.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Attachment 1.
- 16.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.
17. Eligibility
- 17.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.
- 17.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Applicable Guidelines.
- 3As an exception to the foregoing Clauses 17.1 and 17.2 above:
- a. Sanctions**
- 17.3.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 16.1 or in accordance with "Anti-Corruption Guidelines" shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address: www.worldbank.org/debarr.
- b. Prohibitions**
- 17.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible:
- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude

effective competition for the provision of Services required; or

- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

**c. Restrictions
for
Government-
owned
Enterprises**

17.3.3 Government-owned enterprises or institutions in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client. To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds, and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

**d. Restrictions
for public
employees**

17.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts in the Consultant's Proposal unless such engagement does not conflict with any employment or other laws, regulations, or policies of the Borrower's country, and they

- (i) are on leave of absence without pay, or have resigned or retired;
- (ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory

provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and
(iii) their hiring would not create a conflict of interest.

FOR THE CLIENT

Signed by _____

Title: _____

FOR THE CONSULTANT

Signed by _____

Title: _____

Attachment 1. Bank Policy – Corrupt and Fraudulent Practices
(this Attachment shall not be modified)

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011 and Revised July 2014:

“Fraud and Corruption

1.23 It is the Bank’s policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, 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 party⁶;
 - (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 obligation⁷;
 - (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁸;
 - (iv) “coercive practices” 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 party⁹;
 - (v) “obstructive practice” is
- (aa) 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

⁶ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

⁷ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁸ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁹ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

- prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
- (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services 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) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation 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 they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures¹⁰, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated¹¹ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

¹⁰ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings.

¹¹ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

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