

## PROCUREMENT PLAN (Textual Part)

**Project information:** Mongolia Strengthening Fiscal and Financial Stability Project (P161048)

**Project Implementation agency:** Project Implementation Unit (PIU) under Ministry of Finance (MOF) of Mongolia

**Date of the Procurement Plan:** November 11, 2017

**Period covered by this Procurement Plan:** January 2018 – December 2019

### 1. Preamble

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

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

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

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

#### 3.1 National Open Competitive Procurement

When the Borrower uses its own national open competitive procurement arrangements as set forth in Chapter Two of the Public Procurement Law of Mongolia enacted on December 1, 2005, as amended several times with the latest amendment on February 9, 2017, such arrangements shall be subject to paragraph 5.4 of the Procurement Regulations and the following conditions.

##### (a) Participation in Bidding and Preferences

- (i) Government-owned enterprises in Mongolia shall be eligible to participate in bidding only if they can establish that they are legally

and financially autonomous, operate under commercial law, and are not a dependent of the agency contracting them.

- (ii) A bidder declared ineligible by the World Bank, based on a determination by the World Bank that the bidder has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for or in executing a World Bank–financed contract, shall be ineligible to participate and be awarded a World Bank–financed contract during the period determined by the World Bank.
- (iii) A firm which has been engaged by the Borrower to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from subsequently providing goods or works resulting from or directly related to the firm’s consulting services for such preparation or implementation. This provision does not apply to the various firms which together are performing the contractor’s obligations under a turnkey or design and build contract.
- (iv) Interested foreign bidders from eligible countries shall be allowed to participate without being required to associate or form joint ventures with local bidders. Foreign bidders shall be eligible to participate in bidding under the same conditions as local bidders. Mongolian bidders and goods of Mongolian origin shall be given no preference over foreign bidders, either in the bidding process or in the evaluation of bids.
- (v) Prior registration shall not be a requirement for any bidder to participate in bidding.

**(b) Request for Bids / Request for Proposals Documents**

- (i) The request for bids/request for proposals documents shall be acceptable to the World Bank
- (ii) The request for bids / request for proposals documents and the signed contract shall include the clauses related to World Bank’s Policy in regard to corrupt and fraudulent practices.
- (iii) In the case of contracts of more than eighteen (18) months’ duration, the bidding documents and the resultant contract shall provide for price adjustment, based on a formula acceptable to the World Bank, which shall be disclosed to the bidders in the bidding documents.

- (v) There shall be no post-bidding negotiations with the lowest evaluated bidder or any other bidder. No bidder shall be required, as a condition for the award of contract, to change his bid price or otherwise materially alter his bid after it has been submitted.

**(c) Assessment of Bidder's Qualification**

Qualification criteria shall be clearly specified in the bidding documents, and only criteria so specified, shall be used to determine whether a bidder is qualified. The evaluation of the bidder's qualifications shall be conducted separately from the technical and commercial evaluation of the bid. When post qualification is applied, the assessment of bidder's qualifications shall be carried out only after the preliminary and detailed evaluation of bids has been completed by the Recipient and, in doing so, the qualifications of the bidder who has submitted the lowest evaluated substantially responsive bid or most advantageous bid shall be assessed first. The evaluation of a bidder's qualifications shall only take into account the bidder's capacity and resources to perform the contract, specifically its experience and past performance on similar contracts, capabilities with respect to personnel, equipment and construction or manufacturing facilities and financial capacity. In carrying out the post-qualification assessment, the Recipient shall exercise reasonable judgment in requesting, in writing, from a bidder only missing factual or historical supporting information related to the bidder's qualifications and shall provide a reasonable time period (that is, a minimum of seven days) to the bidder to provide his response. No bidders shall be disqualified on the ground that the bidder has tax debt.

**3.2 Other National Procurement Arrangements**

When other national procurement arrangements other than national open competitive procurement arrangements are applied by the Borrower, such arrangements shall be subject to paragraph 5.5 of the Procurement Regulations. The request for bids / request for proposals / request for quotations documents should be acceptable to the Bank and jointly with the signed contract shall include the clauses related to World Bank's Policy in regard to corrupt and fraudulent practices. The request for bids / request for proposals / request for quotations documents and the signed contract shall also include the clauses allowing the World Bank to inspect the site and/or all accounts and records relating to the performance of the contract and the submission of the bid or proposal, and to have such accounts and records audited. The standard text is attached hereafter.

**4. Leased Assets** as specified under paragraph 5.10 of the Procurement Regulations: Not applicable.

**5. Procurement of Second Hand Goods** as specified under paragraph 5.11 of the Procurement Regulations: Not applicable.

**6. Domestic preference** as specified under paragraph 5.51 of the Procurement Regulations (Goods and Works): Not applicable.

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

**8. Other Relevant Procurement Information:** Not applicable. **Standard Text for Fraud & Corruption and Inspection & Audit**

**Fraud and Corruption**

The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Appendix to the GC.

The Employer / Purchaser / Client requires the Contractor / Supplier / the Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding /selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee. Failure to disclose such commissions, gratuities or fees may result in termination of the Contract and/or sanctions by the Bank.

**Inspections and Audit by the Bank**

The Contractor / Supplier / Consultant shall keep, and shall make all reasonable efforts to cause its Subcontractors and Sub-consultants to keep, accurate and systematic accounts and records in respect of the

Works / Goods / Services in such form and details as will clearly identify relevant time changes and costs.

Pursuant to paragraph 2.2 e. of Appendix to the General Conditions the Contractor / Supplier / Consultant shall permit and shall cause its subcontractors and sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect the Site and/or the accounts and records relating to the performance of the Contract and the submission of the bid / proposal, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Contractor's / Supplier's / Consultant's and its Subcontractors' and sub-consultants' acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).

# APPENDIX TO GENERAL CONDITIONS

## Fraud and Corruption

*(Text in this Appendix shall not be modified)*

### 1. Purpose

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

### 2. Requirements

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

2.2 To this end, the Bank:

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

relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> 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;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i)

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

bidders, consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the submission of bids and contract performance, and to have them audited by auditors appointed by the Bank.

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<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.



































