

REQUEST FOR QUOTATIONS

To: **Suppliers of English<>Portuguese<>Spanish<>French<>Nepali Virtual Interpretation Services & Equipment**

From: Conservation International – **Dedicated Grant Mechanism for Indigenous Peoples and Local Communities (DGM)**

Date: **May 31, 2024**

Subject: **Request for Quotations #: 2-NCS2.1
English<>Portuguese<>Spanish<>French<>Nepali Virtual Interpretation Services & Equipment**

Conservation International Foundation (hereinafter referred to as “Conservation International”), is issuing a Request for Quotations (RFQ) for the Global Executing Agency of the Dedicated Grant Mechanism for Indigenous Peoples and Local Communities (DGM). The attached RFQ contains all the necessary information for interested Offerors.

- 1. General Background:** The Dedicated Grant Mechanism for Indigenous Peoples and Local Communities (DGM) is a special initiative of the Forest Investment Program which supports the full and effective participation of Indigenous Peoples and local communities (IP&LCs) in climate action and sustainable forestry under their own leadership and according to their own priorities. Conservation International (CI) is responsible for carrying out the Global Learning and Knowledge Exchange project (DGM Global), which builds connections between DGM country projects and extends the benefits of the DGM to Indigenous Peoples and local communities around the world.
- 2. Objectives:** As the Global Executing Agency (GEA) of the DGM, Conservation International frequently facilitates global activities such as meetings, workshops, and training sessions, necessitating virtual simultaneous interpretation into one or more DGM official languages (English, Spanish, French, Portuguese, and Nepali). Conservation International is seeking firms that can provide simultaneous virtual interpretation services in the language pairs of English<>Spanish, English <> French, English <> Brazilian Portuguese, and English<>Nepali in a virtual and remote setting for the **next approximately 9 months of work**, from **July 1, 2024 through April 30, 2025**. A service provider that is able to fulfill all stated requirements would be desirable, however, all complete submissions will be considered. Please specify in your quotation what you would not be able to provide.

Interpreters would be expected to be able to interpret in both directions (e.g. English>Spanish and Spanish>English). No travel is required for this work. Typical interpretation settings can span from 1-7 hours with a range of 1:1 meetings or interviews to virtual conferences spanning multiple days with audiences of 10-100 people.

Please provide quotes based on quote templates provided and itemized hourly rates per language pair. Please also provide overtime rate per language pair and a detailed CV (curriculum vitae) per interpreter. Any additional references are welcome. Please review the Request for Quotations and Terms of Reference document thoroughly for details and instructions on submissions.

This RFQ does not obligate CI to execute a contract nor does it commit CI to pay any costs incurred in the preparation and submission of the quotes. Furthermore, CI reserves the right to reject any and all offers, if such action is considered to be in the best interest of CI.

3. Submission Details:

- a. Deadline **EXTENSION**. All quotations are due on **July 2, 2024 by no later than 4:00 PM Eastern Standard Time**. Proposals should be sent by email, in PDF format, to dgm-global@conservation.org with the subject line "Virtual Interpretation RFQ#: 2-NCS2.1". Proposals submitted after the deadline will be considered "late" and will be disqualified from further evaluation process.
- b. Validity of the bid. 120 days from the submission deadline
- c. Clarifications. Questions may be submitted to dgmglobal@conservation.org by the specified date and time in the timeline below. The subject of the email must contain the RFQ number and title of the RFQ. CI will respond in writing to submitted clarifications by the date specified in the timeline below. Responses to questions that may be of common interest to all bidders will be posted to the CI website and/or communicated via email.
- d. Amendments. At any time prior to the deadline for submission of proposals, CI may, for any reason, modify the RFQ documents by amendment which will be posted to the CI website and/or communicated via email.

4. Required Skills and Experience

- Fluency in English and respective language pair (French/Brazilian Portuguese/Spanish/Nepali)
- Access to and experience with providing interpretation services at related conferences, events, forums, meetings, or remote field visits and projects
- Ability to work well under pressure, prioritize, and deliver quality results
- At least three years of experience interpreting between English and their respective language pair (French/Brazilian Portuguese/Spanish/Nepali)
- Selected service provider will be available and fully capable of interpreting in the language pair for which they have applied
- Experience providing simultaneous interpretation services in a remote and virtual setting (e.g. Zoom and other video conference platforms)
- Strong organizational and administrative skills to manage deadlines, track projects, and prepare invoices in a timely and accurate manner
- Flexibility with schedule and timing of events (given various time zones)
- 3 to 5 years of interpretation experience working with international nonprofit organizations and/or international agencies preferred but not required
- Ability to respond quickly to emails and inquiries and remain accessible to the project manager (confirm receipt and answer simple questions within one day).

Preferred:

- A minimum of at least three years of experience working with international nonprofit organizations.
- Experience with working on topics such as Climate Change, Agriculture, Environment, Forestry, Human Rights, and, or Indigenous Peoples and Local Communities is strongly preferred but not required
- Familiarity with the structure and operations of the DGM.

5. Proposal Documents to Include

- a. Signed cover page on bidder’s letterhead with the bidder’s contact information.
- b. Signed Representation of Transparency, Integrity, Environmental and Social Responsibility (Attachment 1)
 - i. Technical Proposal. The Technical Proposal should describe in detail how the bidder intends to carry out the requirements described in the Terms of Reference (Attachment 2). In addition, this should include a description of similar projects or assignments and at least three client references. Please address minimum requirements in section 4.
 - ii. Qualifications of Key Personnel. Please attach CVs that demonstrate how key personnel meet the minimum requirements listed in section 4 (Minimum Requirements).
- c. Financial Proposal. Offerors shall submit a cost proposal (Attachment 3). A budget range will not be provided for this opportunity; please prepare your best offer.

6. Evaluation Criteria CI- DGM will evaluate each proposal on the merit of price, professionalism and experience (**Best Value Determination**). Evaluation scoring will be considered.

Points Criteria 100 points maximum:

	Scoring Criteria
35%	Cost of Services (Cost Proposal)
30%	Service Availability & Professionalism
35%	Experience & Qualification

7. Proposal Timeline

RFQ Issued	May 31, 2024
Clarifications submitted to CI	June 11, 2024
Clarifications provided to know bidders	June 14, 2024
Complete proposals due to CI	June 21, 2024
Final selection	June 26, 2024

8. Resulting Award CI anticipates entering into an agreement with the selected bidder by **July 9, 2024**. Any resulting agreement will be subject to the terms and conditions of CI’s Services Agreement. A model form of agreement can be provided upon request. This RFQ does not obligate CI to execute a contract, nor does it commit CI to pay any costs incurred in the preparation or submission of the proposals. Furthermore, CI reserves the right to reject any and all offers, if such action is considered to be in the best interest of CI. CI will, in its sole discretion, select the winning proposal and is not obligated to share individual evaluation results.

9. Confidentiality All proprietary information provided by the bidder shall be treated as confidential and will not be shared with potential or actual applicants during the solicitation process. This includes but is not limited to price quotations, cost proposals

and technical proposals. CI may, but is not obliged to, post procurement awards on its public website after the solicitation process has concluded, and the contract has been awarded. CI's evaluation results are confidential and applicant scoring will not be shared among bidders.

- 10. Code of Ethics** All Offerors are expected to exercise the highest standards of conduct in preparing, submitting and if selected, eventually carrying out the specified work in accordance with CI's Code of Ethics. Conservation International's reputation derives from our commitment to our values: Integrity, Respect, Courage, Optimism, Passion and Teamwork. CI's Code of Ethics (the "Code") provides guidance to CI employees, service providers, experts, interns, and volunteers in living CI's core values, and outlines minimum standards for ethical conduct which all parties must adhere to. Any violation of the Code of Ethics, as well as concerns regarding the integrity of the procurement process and documents should be reported to CI via its Ethics Hotline at www.ci.ethicspoint.com.

11. Attachments

Attachment 1

Terms of Reference

Suppliers of English<>Portuguese<>Spanish<>French<>Nepali Virtual Interpretation Services

- 1. Project Description:** The Dedicated Grant Mechanism for Indigenous Peoples and Local Communities (DGM) is a special initiative of the Forest Investment Program which supports the full and effective participation of indigenous peoples and local communities (IPLCs) in climate action and sustainable forestry under their own leadership and according to their own priorities. Conservation International (CI) is responsible for carrying out the Global Learning and Knowledge Exchange project (DGM Global), which builds connections between DGM country projects and extends the benefits of the DGM to indigenous peoples and local communities around the world. The Dedicated Grant Mechanism for Indigenous Peoples and Local Communities (DGM) is a special initiative of the Forest Investment Program which supports the full and effective participation of Indigenous Peoples and local communities (IP&LCs) in climate action and sustainable forestry under their own leadership and according to their own priorities. Conservation International (CI) is responsible for carrying out the Global Learning and Knowledge Exchange project (DGM Global), which builds connections between DGM country projects and extends the benefits of the DGM to Indigenous Peoples and local communities around the world.
- 2. Project Objective:** As the Global Executing Agency (GEA) of the DGM, Conservation International frequently facilitates virtual trainings, meetings, knowledge sharing sessions, and other coordination events with the attendance of participants from various countries and therefore speaking in different native languages that must be interpreted to facilitate discussion at said virtual events. Though the project mainly operates in English, these virtual engagements regularly operate with different languages at once, including Spanish, French, Nepali, and Portuguese. To effectively facilitate knowledge sharing, training, and general communication amongst participants and staff at events, a simultaneous virtual interpretation is essential. Conservation International is seeking firms that can provide virtual simultaneous interpretation services for English<>Portuguese<>Spanish<>French<>Nepali for the next approximate 9 months of work, from July 9, 2024, through April 30, 2025. The service provider is responsible for assigning interpreters that can accurately interpret simultaneously in the specified languages online. A high level of cultural awareness and professionalism is also expected from assigned interpreters.
- 3. Deliverables & Estimated Outputs**

Selected service provider will be responsible for the following deliverables:

 - **Interpretation Services:** Selected service provider will be available and fully capable of interpreting in the language pair for which they have applied. They are responsible for reviewing and studying related documents and content related to the event prior to starting their services. CI will provide related documents and content well in advance of event start dates. Service provider must agree to the

timeline of activities provided for when services will be required. (In the case of quick deadlines or activities planned with short notice, CI will provide notice and a tentative schedule as far in advance as possible)

- Email responses (confirming receipt & answering simple questions): within one day
- Invoices: provided promptly at the end of each month in the specified format unless no interpretation work was needed in that month.
- Equipment and technical services: all necessary equipment for proper facilitation of interpretation will be provided by the selected service provider. The interpreter is expected to be available and fully capable of managing the equipment required for the execution of their services.

Key Tasks: Selected service provider will be responsible for interpretation of all DGM virtual activities according to the list below. Activities are expected to happen between July 9, 2024 and April 30, 2025 and include*:

SPANISH		
Events	Total Events	Estimated Hours per event
Virtual Training	2	2
GSC – GEA Coordination	5	1.5
Exchange/Event Coordination	15	1.5
Fellowship Virtual Dialogues	3	2
DGM Annual Report Launch	1	1.5
Subcommittee Meetings	6	1.5
Miscellaneous Ad Hoc Activities	n/a	
FRENCH		
Events	Total Events	Estimated Hours per event
Virtual Training	2	2
GSC – GEA Coordination	5	1.5
Exchange/Event Coordination	15	1.5
Fellowship Virtual Dialogues	3	2
DGM Annual Report Launch	1	1.5
Subcommittee Meetings	6	1.5
Miscellaneous Ad Hoc Activities	n/a	
PORTUGUESE		
Events	Total Events	Estimated Hours per event
Virtual Training	2	2
GSC – GEA Coordination	5	1.5
Exchange/Event Coordination	15	1.5
Fellowship Virtual Dialogues	3	2
DGM Annual Report Launch	1	1.5
Subcommittee Meetings	6	1.5
Miscellaneous Ad Hoc Activities	n/a	
Nepali		

Events	Total Events	Estimated Hours per event
Virtual Training	2	2
GSC – GEA Coordination	5	1.5
Exchange/Event Coordination	15	1.5
Fellowship Virtual Dialogues	3	2
DGM Annual Report Launch	1	1.5
Subcommittee Meetings	6	1.5
Miscellaneous Ad Hoc Activities	n/a	

*Please note that these events and language needs may be subject to change**

12. Estimated Budget and Reporting

Price must be quoted in USD with taxes/duty shown separately. CI reserves the right to determine upon seeing the bids which components of pricing should be used as the basis of comparison between quotations. Selected service provider will be paid on a rate basis (hourly and overtime), so the total value of this contract will fluctuate with the amount of hours requiring interpretation.

Selected service provider will submit invoices to CI after completion of work performed. These invoices will be in a format specified by CI which details the receipt and completion dates of each activity, as well as specific itemized rates for interpretation services.

4. Estimated Timeline: This contract will cover all relevant interpretation needs from the time the contract is signed through April 30, 2025.

5. Location of Task/Applicable Trips

This work is not location-dependent, and no trips are anticipated as part of this work. Selected service provider should be able to respond to emails within a reasonable timeframe (no more than a day, but more quickly is preferable), and they should give advanced notice of any periods of extended unavailability when possible.

6. Specifications of Interpretation Services

CI- **DGM** would like to hire services similar or equivalent to what is described below:

Professionalism:

- Established company with experience providing virtual interpretation services.
- Ability to procure interpreters through your company that meet the criteria of required skills and experience for interpreters described in the Terms of Reference provided.
- Ability to be flexible and provide all the necessary services for the effective and smooth facilitation of virtual interpretation during meetings, trainings, and workshops.

- Ability to respond quickly to emails and inquiries and remain accessible to the project manager (confirm receipt and answer simple questions within one day).
- Ability to provide all interpretation services for all stages of the virtual events/activities

Interpreters:

- Fluency in English
- 2 English to Spanish Simultaneous Interpreters
- 2 English to Nepali Simultaneous Interpreters
- 2 English to French Simultaneous Interpreters
- 2 English to Portuguese Simultaneous Interpreters
- Access to and experience with providing virtual interpretation services at related online training, events, forums, meetings, or workshops.
- Ability to work well under pressure, prioritize, and deliver quality results.
- At least three years of experience interpreting between English and their respective language pair (French/Portuguese/Spanish/Nepali).
- Access to and experience with providing virtual interpretation services at related training, events, forums, meetings, or workshops.
- Ability to work well under pressure, prioritize, and deliver quality results.
- 3 to 5 years of interpretation experience working with international nonprofit organizations and/or international agencies preferred but not required.
- Experience with working on topics such as Agriculture, Environment, Forestry, Human Rights, and, or Indigenous Peoples and Local Communities is strongly preferred but not required.

7. Submission of Proposals

All offers must be submitted in one volume, consisting of:

Technical Proposal

- Company history
- Sample of CVs and qualification of interpreters
- Supporting information to demonstrate the required and/or preferred skills and experience.

Cost Proposal

- Hourly rate of interpreters

All quotations are due on **June 21, 2024 by no later than 4:00 PM Eastern Standard Time**. Proposals should be sent by email, in PDF format, to (dgm-global@conservation.org) with the subject line “**Virtual Interpretation RFQ#: 2-NCS2.1 English<>Portuguese<>Spanish<>French<>Nepali Interpretation Services**”. Proposals submitted after the deadline will be considered “late” and will be disqualified from further evaluation process.

Attachment 2

Quotation Form

(This Form must be submitted only using the Vendor's Official Letterhead/ Stationery)

Item Description	Quantity	Unit of Measure	Unit Price	Total Price per Item
Total before tax:				
VAT (if applicable)				
Add : Other Charges (pls. specify)				
Total Final and All-Inclusive Price Quotation				
Company Name:				
Name of Representative:				
Title:				
Signature:				
Date:				
Tender #:				

Attachment 3

Representation of Transparency, Integrity, Environmental and Social Responsibility

All Offerors are expected to exercise the highest standards of conduct in preparing, submitting and if selected, eventually carrying out the specified work in accordance with CI's Code of Ethics. CI's Code of Ethics provides guidance to CI employees, service providers, experts, interns, and volunteers in living CI's core values, and outlines minimum standards for ethical conduct which all parties must adhere to. Any violations of the Code of Ethics should be reported to CI via its Ethics Hotline at www.ci.ethicspoint.com.

CI relies on the personal integrity, good judgment and common sense of all third parties acting on behalf, or providing services to the organization, to deal with issues not expressly addressed by the Code or as noted below.

I. With respect to CI's Code of Ethics, we certify:

- a. We understand and accept that CI, its contractual partners, grantees and other parties with whom we work are expected to commit to the highest standards of Transparency, Fairness, and Integrity in procurement.

II. With respect to social and environmental standards, we certify:

- a. We are committed to high standards of ethics and integrity and compliance with all applicable laws across our operations, including prohibition of actions that facilitate trafficking in persons, child labor, forced labor, sexual abuse, exploitation or harassment. We respect internationally proclaimed human rights and take no action that contributes to the infringement of human rights. We protect those who are most vulnerable to infringements of their rights and the ecosystems that sustain them.
- b. We fully respect and enforce the environmental and social standards recognized by the international community, including the fundamental conventions of International Labour Organization (ILO) and international conventions for the protection of the environment, in line with the laws and regulations applicable to the country where the contract is to be performed.

III. With respect to our eligibility and professional conduct, we certify:

- a. We are not and none of our affiliates [members, employees, contractors, subcontractors, and consultants] are in a state of bankruptcy, liquidation, legal settlement, termination of activity, or guilty of grave professional misconduct as determined by a regulatory body responsible for licensing and/or regulating the offeror's business
- b. We have not and will not engage in criminal or fraudulent acts. By a final judgment, we were not convicted in the last five years for offenses such as fraud or corruption, money laundering or professional misconduct.
- c. We are/were not involved in writing or recommending the scope of work for this solicitation document.
- d. We have not engaged in any collusion or price fixing with other offerors.
- e. We have not made promises, offers, or grants, directly or indirectly to any CI employees involved in this procurement, or to any government official in relation to the contract to be performed, with the intention of unduly influencing a decision or receiving an improper advantage.
- f. We have taken no action nor will we take any action to limit or restrict access of other companies, organizations or individuals to participate in the competitive bidding process launched by CI.
- g. We have fulfilled our obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country where the contract is to be performed.
- h. We have not provided, and will take all reasonable steps to ensure that we do not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts,

or has committed, attempted to commit, facilitate, or participated in terrorist acts, and we are compliant with all applicable Counter-Terrorist Financing and Anti-Money Laundering laws (including USA Patriot Act and U.S. Executive Order 13224).

i. We certify that neither we nor our directors, officers, key employees or beneficial owners are included in any list of financial or economic sanctions, debarment or suspension adopted by the United States, United Nations, the European Union, the World Bank, or General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension".

Name: _____

Signature: _____

Title: _____

Date: _____

GUIDELINES



Bank Directive

Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants (revised as of July 1, 2016)

Bank Access to Information Policy Designation

Public

Catalogue Number

LEGVP5.09-DIR.117

Issued

July 19, 2016

Effective

July 1, 2016

Content

These Guidelines are designed to prevent and combat Fraud and Corruption (as hereinafter defined) that may occur in connection with the use of proceeds of financing from the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA) during the preparation and/or implementation of projects supported by Investment Project Financing (IPF). They set out the general principles, requirements and sanctions applicable to persons and entities which receive, are responsible for the deposit or transfer of, or take or influence decisions regarding the use of, such proceeds.

Applicable to

IBRD, IDA

Issuer

Senior Vice President and General Counsel, LEGVP

Sponsor

Chief Counsel, LEGOP

Attachment 5

On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants

Dated October 15, 2006 and Revised in January, 2011

Purpose and General Principles

1. These Guidelines are designed to prevent and combat fraud and corruption that may occur in connection with the use of proceeds of financing from the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA) during the preparation and/or implementation of IBRD/IDA-financed investment projects. They set out the general principles, requirements and sanctions applicable to persons and entities which receive, are responsible for the deposit or transfer of, or take or influence decisions regarding the use of, such proceeds.
2. All persons and entities referred to in paragraph 1 above must observe the highest standard of ethics. Specifically, all such persons and entities must take all appropriate measures to prevent and combat fraud and corruption, and refrain from engaging in, fraud and corruption in connection with the use of the proceeds of IBRD or IDA financing.

Legal Considerations

3. The Loan Agreement² providing for a Loan³ governs the legal relationships between the Borrower⁴ and the Bank⁵ with respect to the particular project for which the Loan is made. The responsibility for the implementation of the project⁶ under the Loan

²References in these Guidelines to “Loan Agreement” include any Guarantee Agreement providing for a guarantee by the Member Country of an IBRD Loan, Financing Agreement providing for an IDA Credit or IDA Grant, agreement providing for a project preparation advance or Institutional Development Fund (IDF) Grant, Trust Fund Grant or Loan Agreement providing for a recipient-executed trust fund grant or loan in cases where these Guidelines are made applicable to such agreement, and the Project Agreement with a Project Implementing Entity related to any of the above.

³References to “Loan” or “Loans” include IBRD loans as well as IDA credits and grants, project preparation advances, IDF grants and recipient-executed trust fund grants or loans for projects to which these Guidelines are made applicable under the agreement providing for such grant and/or loan, but excludes development policy lending, unless the Bank agrees with the Borrower on specified purposes for which loan proceeds may be used.

⁴References in these Guidelines to the “Borrower” include the recipient of an IDA credit or grant or of a trust fund grant or loan. In some cases, an IBRD Loan may be made to an entity other than the Member Country. In such cases, references in these Guidelines to “Borrower” include the Member Country as Guarantor of the Loan, unless the context requires otherwise. In some cases, the project, or a part of the project, is carried out by a Project Implementing Entity with which the Bank has entered into a Project Agreement. In such cases, references in these Guidelines to the “Borrower” include the Project Implementing Entity, as defined in the Loan Agreement.

⁵References in these Guidelines to the “Bank” include both IBRD and IDA.

⁶References in these Guidelines to the “project” means the Project as defined in the Loan Agreement.

Agreement, including the use of Loan proceeds, rests with the Borrower. The Bank, for its part, has a fiduciary duty under its Articles of Agreement to “make arrangements to ensure that the proceeds of any loan are used only for the purposes for which the loan was granted, with due attention to considerations of economy and efficiency and without regard to political or other non-economic influences or considerations.”⁷ These Guidelines constitute an important element of those arrangements and are made applicable to the preparation and implementation of the project as provided in the Loan Agreement.

Scope of Application

4. The following provisions of these Guidelines cover fraud and corruption that may occur in connection with the use of Loan proceeds during the preparation and implementation of a project financed, in whole or in part, by the Bank. These Guidelines cover fraud and corruption in the direct diversion of Loan proceeds for ineligible expenditures, as well as fraud and corruption engaged in for the purpose of influencing any decision as to the use of Loan proceeds. All such fraud and corruption is deemed, for purposes of these Guidelines, to occur “in connection with the use of Loan proceeds”.

5. These Guidelines apply to the Borrower and all other persons or entities which either receive Loan proceeds for their own use (e.g., “end users”), persons or entities such as fiscal agents which are responsible for the deposit or transfer of Loan proceeds (whether or not they are beneficiaries of such proceeds), and persons or entities which take or influence decisions regarding the use of Loan proceeds. All such persons and entities are referred to in these Guidelines as “recipients of Loan proceeds”, whether or not they are in physical possession of such proceeds.⁸

6. The Bank’s specific policy requirements on fraud and corruption in connection with the procurement or execution of contracts for goods, works or services financed out of the proceeds of a Loan from the Bank, are covered in the Procurement Guidelines⁹ and the Consultant Guidelines¹⁰, as each such Procurement Guidelines and Consultants Guidelines are applicable to a particular Loan.

⁷ IBRD’s Articles of Agreement, Article III, Section 5(b); IDA’s Articles of Agreement, Article V, Section 1(g).

⁸ Certain persons or entities may fall under more than one category identified in paragraph 5. A financial intermediary, for example, may receive payment for its services, will transfer funds to end users and will make or influence decisions regarding the use of loan proceeds.

⁹ *Guidelines: Procurement under IBRD Loans and IDA Credits*, May 2004, as revised October 2006 and May 2010, and *Guidelines: Procurement of Goods, Works and Non-Consulting Services Under IBRD Loans And IDA Credits & Grants By World Bank Borrowers* dated January 2011, as such Procurement Guidelines may be amended from time to time.

¹⁰ *Guidelines: the Selection and Employment of Consultants by World Bank Borrowers*, May 2004, as revised October 2006 and May 2010, and *Guidelines: Selection and Employment of Consultants Under IBRD Loans and IDA Credits & Grants by World Bank Borrowers* dated January 2011, as such Consultant Guidelines may be amended from time to time.

Definitions of Practices Constituting Fraud and

7. These Guidelines address the following defined practices when engaged in by recipients of Loan proceeds in connection with the use of such proceeds:¹¹

- a) A “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.¹²
- b) A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly¹³ misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- c) A “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.
- d) A “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.
- e) An “obstructive practice” is (i) 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 (ii) acts intended to materially impede the exercise of the Bank’s contractual rights of audit or access to information.¹⁴

8. The above practices, as so defined, are sometimes referred to collectively in these Guidelines as “fraud and corruption”.

¹¹ Unless otherwise specified in the Loan Agreement, whenever these terms are used in the Loan Agreement, including in the applicable General Conditions, they have the meanings set out in paragraph 7 of these Guidelines.

¹² Typical examples of corrupt practice include bribery and “kickbacks”.

¹³ To act “knowingly or recklessly”, the fraudulent actor must either know that the information or impression being conveyed is false, or be recklessly indifferent as to whether it is true or false. Mere inaccuracy in such information or impression, committed through simple negligence, is not enough to constitute fraudulent practice.

¹⁴ Such rights include those provided for, *inter alia*, in paragraph 9(d) below.

**Borrower Actions to Prevent and Combat Fraud and Corruption in connection
the Use of Loan Proceeds**

9. In furtherance of the above-stated purpose and general principles, the Borrower will:

- (a) take all appropriate measures to prevent corrupt, fraudulent, collusive, coercive and obstructive practices in connection with the use of Loan proceeds, including (but not limited to) (i) adopting appropriate fiduciary and administrative practices and institutional arrangements to ensure that the proceeds of the Loan are used only for the purposes for which the Loan was granted, and (ii) ensuring that all of its representatives¹⁵ involved with the project, and all recipients of Loan proceeds with which it enters into an agreement related to the Project, receive a copy of these Guidelines and are made aware of its contents;
- (b) immediately report to the Bank any allegations of fraud and corruption in connection with the use of Loan proceeds that come to its attention;
- (c) if the Bank determines that any person or entity referred to in (a) above has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in connection with the use of Loan proceeds, take timely and appropriate action, satisfactory to the Bank, to address such practices when they occur;
- (d) include such provisions in its agreements with each recipient of Loan proceeds as the Bank may require to give full effect to these Guidelines, including (but not limited to) provisions (i) requiring such recipient to abide by paragraph 10 of these Guidelines, (ii) requiring such recipient to permit the Bank to inspect all of their accounts and records and other documents relating to the project required to be maintained pursuant to the Loan Agreement and to have them audited by, or on behalf of, the Bank, (iii) providing for the early termination or suspension by the Borrower of the agreement if such recipient is declared ineligible by the Bank under paragraph 11 below; and (iv) requiring restitution by such recipient of any amount of the loan with respect to which fraud and corruption has occurred;
- (e) cooperate fully with representatives of the Bank in any investigation into allegations of fraud and corruption in connection with the use of loan proceeds; and
- (f) in the event that the Bank declares any recipient of Loan proceeds ineligible as described in paragraph 11 below, take all necessary and appropriate action to give full effect to such declaration by, among other things, (i) exercising the Borrower's right to terminate early or suspend the agreement between the Borrower and such recipient and/or (ii) seeking restitution.

¹⁵ References in these Guidelines to "representatives" of an entity also include its officials, officers, employees and agents.

Other Recipients of Loan

10. In furtherance of the above-stated purpose and general principles, each recipient of Loan proceeds which enters into an agreement with the Borrower (or with another recipient of Loan proceeds) relating to the Project will:

- (a) carry out its project-related activities in accordance with the above-stated general principles and the provisions of its agreement with the Borrower referred to in paragraph 9 (d) above; and include similar provisions in any agreements related to the Project into which it may enter with other recipients of Loan proceeds;
- (b) immediately report to the Bank any allegations of fraud and corruption in connection with the use of loan proceeds that come to its attention;
- (c) cooperate fully with representatives of the Bank in any investigation into allegations of fraud and corruption in connection with the use of loan proceeds;
- (d) take all appropriate measures to prevent corrupt, fraudulent, collusive, coercive and obstructive practices by its representatives (if any) in connection with the use of loan proceeds, including (but not limited to): (i) adopting appropriate fiduciary and administrative practices and institutional arrangements to ensure that the proceeds of the loan are used only for the purposes for which the loan was granted, and (ii) ensuring that all its representatives receive a copy of these Guidelines and are made aware of its contents;
- (e) in the event that any representative of such recipient is declared ineligible as described in paragraph 11 below, take all necessary and appropriate action to give full effect to such declaration by, among other things, either removing such representative from all duties and responsibilities in connection with the project or, when requested by the Bank or otherwise appropriate, terminating its contractual relationship with such representative; and
- (f) in the event that it has entered into a project-related agreement with another person or entity which is declared ineligible as described in paragraph 11 below, take all necessary and appropriate action to give full effect to such declaration by, among other things, (i) exercising its right to terminate early or suspend such agreement and/or (ii) seeking restitution.

Sanctions and Related Actions by the Bank in Cases of Fraud and

11. In furtherance of the above-stated purpose and general principles, the Bank will have the right to sanction in accordance with prevailing Bank's sanctions policies and procedures, any individual or entity¹⁶ other than the Member Country¹⁷, including (but not limited to) declaring such individual or entity ineligible publicly, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; (ii) to benefit from a Bank-financed contract, financially or otherwise, for example as a sub-contractor; and (iii) to otherwise participate in the preparation or implementation of the project or any other project financed, in whole or in part, by the Bank,

(a) if at any time the Bank determines¹⁸ that such individual or entity has engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in connection with the use of Loan proceeds;¹⁹

(b) if another financier with which the Bank has entered into an agreement for the mutual enforcement of debarment decisions has declared such individual or entity ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the individual or entity has engaged in fraudulent, corrupt, coercive or collusive practices in connection with the use of the proceeds of a financing made by such financier; or

(c) if the Bank's General Services Department has found the individual or entity to be non-responsible on the basis of fraud and corruption in connection with World Bank Group corporate procurement.

¹⁶ As in the case for bidders in the procurement context, the Bank may also sanction individuals and entities which engage in fraud or corruption in the course of applying to become a recipient of Loan proceeds (e.g., a bank which provides false documentation so as to qualify as a financial intermediary in a Bank-financed project) irrespective of whether they are successful.

¹⁷ For purposes of these Guidelines, "Member Country" includes officials and employees of the national government or of any of its political or administrative subdivisions, and government owned enterprises and agencies that are not eligible to: (i) bid under paragraph 1.8(b) of the *Guidelines: Procurement under IBRD Loans and IDA Credits*, May 2004, as revised October 2006 and May 2010, and paragraph 1.10(b) of the *Guidelines: Procurement of Goods, Works and Non-Consulting Services Under IBRD Loans And IDA Credits & Grants By World Bank Borrowers* dated January 2011; or (ii) participate under paragraph 1.11(b) of the *Guidelines: the Selection and Employment of Consultants by World Bank Borrowers*, May 2004, as revised October 2006 and May 2010, and paragraph 1.13(b) of the *Guidelines: Selection and Employment of Consultants Under IBRD Loans and IDA Credits & Grants by World Bank Borrowers* dated January 2011.

¹⁸ The Bank has established a Sanctions Board, and related procedures, for the purpose of making such determinations. The procedures of the Sanctions Board sets forth the full set of sanctions available to the Bank.

¹⁹ The sanction may, without limitation, also include restitution of any amount of the loan with respect to which sanctionable conduct has occurred. The Bank may publish the identity of any individual or entity declared ineligible under paragraph 11.

Sanctions and Related Actions by the Bank in Cases of Fraud and

12. The provisions of these Guidelines do not limit any other rights, remedies²⁰ or obligations of the Bank or the Borrower under the Loan Agreement or any other document to which the Bank and the Borrower are both parties.

²⁰ The Loan Agreement provides the Bank with certain rights and remedies which it may exercise with respect to the Loan in the event of fraud and corruption in connection with the use of Loan proceeds, in the circumstances described therein.