CORPORATE PROCUREMENT PROCEDURES

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ABBREVIATIONS AND ACRONYMS

Abbreviation/term	Full terminology/definition
BMC	Borrowing Member Country
BOP	Bases of Payment
CAN	Contract Award Notice
CDB	Caribbean Development Bank
CFO	Chief Financial Officer
CPA	Corporate Procurement Assistant
CPD	Coordinator, Procuring Department
CPM	Corporate Procurement Manager
CPO	Corporate Procurement Office
CPP	Corporate Procurement Procedures
CPSP	Corporate Procurement Service Portal
CQS	Selection Based on the Consultants' Qualifications
CV	Curriculum Vitae
DS	Direct Selection
EOI	Expression of Interest
EPR	Extended Producer Responsibility
ERA	Electronic Reverse Auction
ESG	Environmental, Social and Governance
FA	Framework Agreement
FBS	Fixed Budget Selection
FY	Financial Year
GPN	General Procurement Notice
HCO	Haiti Country Office
HR	Human Resources
ICA	Office of Integrity, Compliance and Accountability
ICS	Individual Consultant Selection
IFB	Invitation for Bid
LCS	Least Cost Selection
MDB	Multilateral Development Bank
NCS	Non-Consulting Services
NGO	Non-Governmental Organisation
NIA	Notice of Intention to Award

ABBREVIATIONS AND ACRONYMS CONT'D

Abbreviation/term	Full terminology/definition
OCB	Open Competitive Bidding
OPP	Online Published Pricing
PD	Procuring Department
PRC	Procurement Review Committee
PSD	Procurement Supporting Documents
PSP	Procurement Strategy and Plan
QBS	Quality-Based Selection
QCBS	Quality and Cost-Based Selection
REOI	Request for Expressions of Interest
RFP	Request for Proposals
RFQ	Request for Quotations
SBD	Standard Bidding Document
SKU	Stock Keeping Unit
SPN	Special Procurement Notice
SPP	Sustainable Public Procurement
TOP	Terms of Payment
TOR	Terms of Reference
UN	United Nations
USD	United States Dollars
VfM	Value for Money
USD	United States Dollars

1. INTRODUCTION

1.01 Corporate Procurement is the acquisition of goods, works, and services by the Bank for its own operational needs, undertaken in accordance with established procurement principles and procedures. The Corporate Procurement Procedures ("the Procedures" or "the CPP") of the Caribbean Development Bank ("the Bank" or "the CDB") define the principles and procedures by which the Bank procures Goods, Works and Services (Consulting and Non-Consulting) to meet its strategic objectives and operational requirements.

2. INTERPRETATION / DEFINITIONS

2.01 For the purposes of the Procedures, any reference in these Procedures to any policy, manual, template, system, portal or similar document or resource including any clause, section, paragraph, annex, schedule form or provision contained in or forming part of that document or resource, shall be deemed to include that document or resource as updated, amended, replaced or superseded from time to time.

2.02 "Approved Party" means any government authority, public entity, private entity, contractor, vendor, service provider, or other organisation, whether in the host country or otherwise, that is engaged by or on behalf of the Bank for the provision of Goods, Works, or Services required for the planning, organisation, or delivery of Co-financed Special Events event or related activities, including but not limited to host country authorities, conference venues, hotels, accommodation providers, audiovisual and technology providers, and other supporting service providers. A Party shall be approved as such in advance by the Head of the Department responsible for contracting the relevant Procurement Requirements. For the avoidance of doubt, an entity may be designated as an Approved Party notwithstanding that it does not operate within a formal procurement framework or utilise standard bidding documents, provided such authorisation has been duly granted.

2.03 "Authority Limits" means the monetary and decision-making limits, as per Designation of Authorised Signatories and Limits for Designated Officers as amended by the Bank from time to time, that specify the levels at which designated officers may approve expenditures, authorise transactions, and sign contracts or other binding instruments on behalf of the Bank and as further defined in Section 9.02;

2.04 "Borrowing Member Country" or "BMC" means a member country or territory of the Caribbean Development Bank that is eligible to receive loans or other financing from the Bank in accordance with the Agreement Establishing the Caribbean Development Bank;

2.05 "Bid" or "Proposal" or "Quote" means the response to a Bidding Document submitted to the Bank, or to another party as provided for under Section 2;

2.06 "Bidder" means any party that is invited or expresses interest to participate in a procurement process, conducted under these Procedures, including Proposers, Suppliers, Contractors, Service Providers, or Consultants, as appropriate to the context;

2.07 "Bidding Documents" means procurement documents issued by the Bank, including Request for Quotations, Invitation for Bids, Request for Expressions of Interest or Request for Proposals and any amendment or annex thereto, that sets out the terms and conditions of a given procurement process;

2.08 "Close Business or Family Relationship" means any personal or professional connection, including financial or familial ties, that may reasonably create a risk of bias or impair, or appear to impair, independent judgment.

2.09 "Complex" means a procurement requirement that due to its technical, commercial, legal, operational or risk characteristics, requires a procurement approach, evaluation process, or contract management arrangements beyond those normally required for routine procurement activities.

2.10 "Consultant" means a natural or legal entity that provides professional advisory or other professional services in the subject area requested by the Bank;

2.11 "Consulting Services" means services of an intellectual, advisory, professional or expert nature, where the primary input is knowledge, judgement, analysis, advice, methodology or specialised expertise, and where selection is based primarily on the Consultant's qualifications, experience, technical quality and proposed approach;

2.12 "Contract" means a written agreement, including one concluded by electronic means, between the Bank and another party that creates legally binding rights and obligations related to the procurement of Goods, Works, or Services;

2.13 "Contract Award Notice" or "CAN" means the notice issued by the Bank after contract award to publicly communicate the outcome of a procurement or selection process, in accordance with these Procedures, including the identity of the successful Bidder or Consultant and such other information as the Bank may determine or prescribe;

2.14 "Contract Value" means the total estimated or actual monetary value of a Contract, inclusive of all amounts payable over its full term, including any options, renewals, extensions, amendments, reimbursable expenses, and other related costs, as applicable, and shall be determined in accordance with Annex A Corporate Procurement Thresholds

2.15 "Contracting Party" means a party that enters into, or is intended to enter into, a Contract and assumes legal rights and obligations under that Contract. For the purposes of these Procedures, the Bank is the Contracting Party where it procures Goods, Works or Services for its own corporate requirements and enters into the Contract in its own name and for its own account;

2.16 "Contractor" means a provider of Works;

2.17 "Coordinator" or "CPD" means the person within a Procuring Department who will be responsible for procurement activities, and contract administration, including the acceptance and approval by the Ban of the reports and of other deliverables, and the receipt and approval of invoices for payment under a Contract in accordance with the CPP;

2.18 "Corporate Procurement Office" or "CPO" means the advisory and governance function within the Finance Department responsible for the interpretation of, and guidance on, the Corporate Procurement Procedures, and for supporting consistency, compliance, and value for money in Corporate Procurement, without assuming operational responsibility for procurement execution.

2.19 "Corporate Procurement Service Portal" or "CPSP" means the Bank's internal central repository for Corporate Procurement governance framework resources, including policies and guidance materials, Bidding Documents, templates, standard forms, training and related learning resources, and the submission and tracking of other Corporate Procurement-related requests;

2.20 "Corporate Card" is a credit card or debit card for the use of Bank-related expenses, including Procurement Requirements, as defined in the Bank's Corporate Card Guidelines;

2.21 “Country Office” means any office of the Bank established or operating outside the country in which the Bank’s Headquarters is located;

2.22 “Day” means a calendar day unless otherwise defined in these Procedures;

2.23 “Department” means any Department, Division, Office, Unit, Section or other organizational subdivision of the Bank;

2.24 “Direct Selection of Goods, Works or Non-consulting Services” means the procurement method defined in Section 15.07;

2.25 “Direct Selection of Consultants” means the selection method defined in Section 16.04.2.2;

2.26 “Direct Selection of Individual Consultants” means the selection method defined in Section 16.05.7;

2.27 “Electronic communication” means the use of electronic equipment, including digital compression and storage of data, which is transmitted, conveyed and received by wire, wirelessly, radio, computer or by optical or other electromagnetic means;

2.28 “Electronic Reverse Auction” or “ERA” means the procurement method defined in Section 15.06;

2.29 “Effective Date” means the date on which these Procedures enter into force, unless otherwise expressly provided;

2.30 “Entity” means any natural person or legal person, including an individual, firm, company, partnership, joint venture, association, or other legally recognised organisation;

2.31 “Evaluation Committee” means the group of persons formally appointed by the Bank to evaluate Bids, Proposals, or Expressions of Interest in accordance with the criteria and procedures set out in the applicable Bidding Documents and these Procedures, and to make a recommendation for award or shortlisting, as applicable, while acting impartially, confidentially, and free from conflicts of interest;

2.32 “Expression of Interest” or “EOI” means a written response submitted by a Bidder or Proposer to a Request for Expressions of Interest, providing information on its qualifications, experience, and capability to perform the proposed assignment or provide the procurement requirement, for the purpose of evaluation and, where applicable, shortlisting;

2.33 “Extended Producer Responsibility” or “EPR” means an environmental policy, regulatory, or contractual approach under which a Supplier, manufacturer, distributor, importer, or other producer assumes responsibility, in whole or in part, for the post-consumer or end-of-life management of Goods supplied to the Bank, including take-back, buy-back, reuse, repair, refurbishment, recycling, recovery, environmentally sound disposal, or related reporting obligations.

2.34 “Fixed Budget Selection” or “FBS” means the selection method defined in Section 16.04.1.12;

2.35 “Framework Agreement” or “FA” means an agreement between the Bank and one or more Vendors, valid for a specified period of time, which establishes the terms and conditions under which specific procurements may be made during the term of the FA at prices which may either be predetermined at the time of award of the FA or determined at the stage of the actual procurement through competition, in accordance with Section 25;

2.36 “Goods” includes manufactured products, machinery, plant and equipment, raw materials, computer software, software licences and equipment; the term may include related services, such as transportation, insurance, installation, commissioning, training or initial maintenance;

2.37 "High Risk" means a Procurement Requirement or Contract that has been assessed, using the Bank's approved risk assessment methodology, as presenting a significant risk to the Bank's operations, finances, reputation, compliance obligations, data or systems, health and safety, environment, or continuity of services, and therefore requiring enhanced procurement planning and controls;

2.38 "Incoterms" means the international commercial terms published by the International Chamber of Commerce (ICC), as amended from time to time, used to define the responsibilities of buyers and sellers for delivery, risk, costs, export clearance and, where applicable, import formalities in contracts for the supply of Goods. Guidance on the application of Incoterms is set out in Annex G;

2.39 "Individual Consultant Selection" or "ICS" means the selection method defined in Section 16;

2.40 "Invitation for Bid" or "IFB" means the bidding document type used for Open Competitive Bidding and Restricted Bidding, as described in Sections 15.02 and 15.03;

2.41 "Importer of Record" means, for the purpose of the CPP, where the Bank purchases Goods directly from an international Vendor and is legally responsible for the importation into the destination country. This will include customs clearance, submission of import documentation, compliance with applicable import laws and regulations, and exercising the Bank's exemption from the payment of any applicable duties and taxes fees;

2.42 "Least Cost Selection" or "LCS" means the selection method defined in Section 16.04.1.13;

2.43 "Low Risk" means a Procurement Requirement or Contract that has been assessed, using the Bank's approved risk assessment methodology, as presenting a limited level of risk to the Bank's operations, finances, reputation, compliance obligations, data or systems, health and safety, environment, or continuity of services, and therefore requiring standard procurement planning, monitoring, and controls in accordance with these Procedures.

2.44 "Low Value Purchase" means a procurement of Goods, Works, or Non-Consulting Services within the low value threshold specified in Annex A to these Procedures;

2.45 "Medium Risk" means a Procurement Requirement or Contract that has been assessed, using the Bank's approved risk assessment methodology, as presenting a moderate level of risk to the Bank's operations, finances, reputation, compliance obligations, data or systems, health and safety, environment, or continuity of services, and therefore requiring proportionate procurement planning, risk mitigation, monitoring, and controls;

2.46 "Member Country" means a country admitted to membership of the Bank in accordance with Article 3 of the Agreement Establishing the Caribbean Development Bank, as amended, including both Borrowing Member Countries and Non Borrowing Member Countries;

2.47 "Multi-provider holders" means the two or more Suppliers, Contractors, Consultants, and/or Service Providers that are awarded a Framework Agreement (FA) for the same category of Goods, Works, or Services, from among which the Bank may place call-off contracts in accordance with the procedures specified in the FA;

2.48 "National Laws" means the laws of the country in which the relevant Country Office is located.

2.49 "Non-Consulting Services" or "NCS" means services that are not Consulting Services and that are primarily operational, routine, logistical, administrative, technical or support in nature, where the requirement can be defined by objective specifications, service levels or performance standards and the outputs are measurable or tangible;

2.50 "Non-price Criteria" means the evaluation criteria, other than price, used to assess the quality, suitability, performance and overall value of a Bid or Proposal, and may include technical merit, quality, delivery, methodology, experience, sustainability, innovation, risk, life-cycle costs, after-sales service, and other related factors disclosed in the Bidding Documents;

2.51 "Notice of Intention to Award" or "NIA" means the written notification issued by the Bank to all participating Bidders of its intention to award the contract, which commences the Standstill Period in accordance with Sections 21 and 24;

2.52 "Online Published Pricing" or "OPP" means publicly available pricing information for Goods, Works, or Non-Consulting Services published on a Bidder's website, online catalogue, or e-commerce platform and used as supporting price evidence for an RFQ or other procurement process, as permitted under these Procedures;

2.53 "Procurement" means the end-to-end process undertaken by the Bank to identify requirements and to plan, source, select, award, and manage contracts for Goods, Works, and Services, , in accordance with these Procedures;

2.54 "Procurement Framework" means the overall legal, policy and procedural regime governing how procurement is undertaken within a given organisation or jurisdiction;

2.55 "Procurement Requirements" means Goods, Works and Services, collectively;

2.56 "Procurement Supporting Documents" or "PSD" means the internal templates, records, reports, approvals, justifications, and other procurement-related documents used to plan, support, document, evaluate, approve, or administer a procurement process, excluding Bidding Documents issued to the market;

2.57 "Procuring Department" or "PD" means a Department defined in Section 3.19 that is responsible for procurement and purchasing the Goods, Works and Services for itself or when procuring the Goods, Works and Services identified in Section 29.03 for other Departments;

2.58 "Prohibited Practices" means the prohibition of wrongdoing related to fraud, corruption, collusion, coercion and obstruction as set out in the Annex B Prohibited Practices and Other Integrity Related Matters;

2.59 "Proposer" means a natural or legal entity submitting Expressions of Interest;

2.60 "Purchasing" means the acquisition of Procurement Requirements, under these Procedures;

2.61 "Procurement Requisition" means the internal document or electronic request by which a Procuring Department / Budget Holder initiates a procurement process for Procurement Requirements, confirming the procurement requirement, budget availability, and the necessary approval in accordance with the applicable Authority Limits and these Procedures.

2.62 "Online Published Pricing" or "OPP" means publicly available pricing information for Goods, Works, or Non-Consulting Services published on a Vendor's website, online catalogue, or e-commerce platform and used as supporting price evidence for an RFQ or other procurement process, as permitted under these Procedures;

2.63 "Open Competitive Bidding" or "OCB" means the procurement method defined in Section 15.02;

2.64 "Quality and Cost-Based Selection" or "QCBS" means the selection method defined in Sections 16.04.1.7–16.04.1.9;

2.65 "Quality-Based Selection" or "QBS" means the selection method defined in Sections 16.04.1.10 – 16.04.1.11;

2.66 “Request for an Expression of Interest” or “REOI” means an invitation issued by the Bank for potential Bidders or Proposers to express interest in providing procurement requirements, for the purpose of identifying and, where applicable, shortlisting qualified entities;

2.67 “Request for Proposals” or “RFP” means a procurement document issued by the Bank to shortlisted Consultants or invited Proposers, setting out the Terms of Reference (TOR), instructions, and conditions under which technical and, where applicable, financial proposals are to be prepared and submitted for evaluation of the provision of Consulting Services;

2.68 “Request for Quotations” or “RFQ” means the procurement document type and method described in Section 15.04;

2.69 “Restricted Bidding” means the procurement method defined in Section 15.03;

2.70 “Selection Based on Consultants’ Qualifications” or “CQS” means the selection method defined in Section 16.04.2.1;

2.71 “Service Provider” means any individual, firm, organisation, or joint venture engaged to deliver Non-Consulting Services;

2.72 “Services” means a collective term for Consulting Services and Non-Consulting Services;

2.73 “Procurement Security” means a bond, guarantee, retention, surety or other approved financial security required under the Bidding Documents or Contract to protect the Bank against loss arising from Bidder or Vendor default, non-performance or other specified procurement or contractual risk;

2.74 “Procurement Spend Analysis” is a structured review of CDB’s corporate purchasing data across goods, works, and services to understand how funds are spent, identify spending patterns and supplier usage, and uncover opportunities to improve value for money, efficiency, and compliance;

2.75 “Substantially Responsive” means a Quote, Bid or Proposal that meets the essential requirements of the Bidding Documents in all material respects, and in which any deviations, reservations, or omissions are not material to the scope, quality, performance, or other key requirements of the procurement.

2.76 “Supplier” is a provider of Goods and related services;

2.77 “Sustainable Public Procurement” or “SPP” means integrating environmental, social, and economic considerations into procurement to achieve value for money while supporting responsible and sustainable outcomes as outlined in Section 4.01(i);

2.78 “Vendor” is a collective term meaning any Supplier, Contractor, Service Provider, Consultant or other entity that provides Procurement Requirements;

2.79 “Works” means all undertakings associated with the construction, reconstruction, demolition, repair, maintenance or renovation of a building or structure, including site preparation, excavation, landscaping, decoration, remodelling, as well as physical services incidental to such works; and

2.80 “Written” or “in writing” includes information which is transmitted and stored in a tangible or retrievable form, including by electronic means.

3. PURPOSE AND SCOPE OF APPLICATION

3.01 *Applicability and Exceptions:* These Procedures apply only to procurement undertaken by the Bank in its capacity as contracting authority, through contracts for Goods, Works, and Services funded from its Administrative and Capital Budgets, except for the following situations:

(a) *Co-financed Special Events:* In exceptional cases where the Bank co-finances contracts with an Approved Party in relation to hosting events of significant strategic importance- Annual Meeting of the CDB Board of Governors.

(b) *Use of Other Agencies' Procurement Frameworks*: The Bank may accept the application of the procurement rules, policies, procedures, and bidding documents of another Multilateral Development Bank (MDB) or public international organisation, where the Bank determines that:
(i) such rules, policies and procedures are substantially consistent with the Bank's Corporate Procurement Principles as per Section 4 below; and
(ii) due to co-financing, joint implementation or operational efficiency considerations, it is appropriate for that organisation to act as the lead entity for the procurement process.

(c) *Excluded Matters Governed by Other Bank Procedures:* These Procedures do not apply to contracts for staff members of the Bank, whose hiring is subject to the Charter, the Staff Regulations, the Staff Rules and subsidiary norms of the Bank's Human Resources Recruitment Procedures; the contracting of any legal services by the Legal Department; funding transactions undertaken by the Finance Department; and the contracting of travel services Bank-wide in accordance with the Bank's Official Travel Procedures and Manual.

3.02 *Applicability and Special Provisions:*

(*a) Procurement Planning*: For contracts of medium to high value as outlined in Annex A Corporate Procurement Thresholds or High Risk or Complex, the Bank shall prepare a Procurement Strategy and Plan (PSP) using the guidance and template as available in Annex C, the PSP shall be subject to the approval of the relevant Vice President or the President and other designates as identified in the PSP Template. For procurements below the Medium value threshold, a PSP is not required; however, Procuring Departments shall consider the applicable procurement planning principles as outlined in Section 10.

(b) *Country Office:* For the avoidance of any doubt, the CPP applies to any Country Office, subject to the exceptions and special provisions set out in Section 8.

(c) *Treatment of Taxes and Duties:* The Bank is exempt from taxes and duties to the extent provided under its Charter and any applicable exemption arrangements. The Bank shall provide evidence of any applicable exemption upon request. Where the Bank is the Importer of Record, it shall apply any available exemption from duties, taxes, and fees. All other taxes and duties included in a Contract price may be paid by the Bank and subsequently reclaimed from Tax authorities. Where relevant to the supply of Goods, the allocation of delivery, risk and import-related responsibilities shall be determined in accordance with the applicable Contract terms, including the relevant Incoterms rule. See Annex G.

4. CORPORATE PROCUREMENT PRINCIPLES

4.01 Procurement conducted under the Procedures is guided by the following Procurement Principles ("the Principles"):

(a) *Economy:* Takes into consideration both financial and non-financial factors, including quality, sustain-ability and life cycle costs, as appropriate, that comprise Value for Money (VfM). The promotion of competition contributes to the achievement of economy.

(b) *Efficiency:* Necessitates that procurement processes should be proportional to the value, complexity and risk of the concerned undertaking. The efficient implementation of procurement and management of the subsequent contract are essential to the timely and successful completion of contracts and, thereby, to the achievement of VfM.

(c) *Risk-based and Fit-for-Purpose Approach:* Procurement shall be designed and conducted in a manner proportionate to the value, nature, complexity, criticality, risk to human health and the environment, and overall operational risk profile of the requirement. In determining the most appropriate procurement approach for each procurement arrangement, the Bank shall consider these factors together with identifying any material procurement risks, controls commensurate with those risks, documenting residual risk acceptance where applicable, and escalating matters that exceed approved tolerances in accordance with the Bank's Enterprise Risk Management Framework (ERMF) and Operational Risk Management Procedures (ORMP).

(d) *Competition:* Comprises maximising participation by eligible Bidders to compete for the award of contracts. Competition is essential to obtaining VfM, to combating fiduciary risk and to the efficient functioning of supply markets.

e) *Fairness:* Requires treating all Bidders equally, providing them with the same information at the same time and giving them equal opportunity to bid for contracts. It also requires an equitable distribution of rights and obligations within contracts, as well as providing Bidders with a credible mechanism for addressing procurement-related complaints.

(f) *Transparency:* Requires that relevant information about procurement is made publicly available to interested parties, consistently and in a timely manner, through readily accessible, widely available sources. It also requires appropriate reporting of procurement activities, including contract awards.

(g) *Integrity:* Requires that Bank financing be used for its intended purposes and that all parties involved in the procurement process observe the highest ethical standards and business practices during the procurement and implementation of contracts. As it applies to members of staff in the conduct of procurement under the Procedures, it requires them to comply with the Bank's Code of Conduct, Integrity and Ethics Policy and all relevant provisions of the Staff Manual.

(h) *Value for Money:* Requires the effective, efficient and economic use of resources, which requires an evaluation of all relevant costs and benefits, both quantitatively and qualitatively, along with an assessment of risks, non-price attributes and life cycle costs, as appropriate.

(i) *Sustainability:* The Bank aspires to meet its procurement requirements in a way that achieves VfM on a whole life cycle basis, while generating benefits not only for the Bank but also for Bank Member Countries and for society as a whole for a sustained period, while reducing negative impacts on the environment. Sustainability metrics should be included in the selection criteria. Guidance on applying sustainable Procurement Requirements is outlined in Annex D.

(j) *Do no harm:* The Bank has a special responsibility to the community it serves. In the course of procuring Goods, Works, and Services, the Bank shall, to the greatest extent possible, ensure that such contracts do not put the communities of the beneficiaries and persons involved with or ancillary to the Bank's undertakings in a position of harm or detriment. Bank is duty-bound to prevent, reduce and control the risk of harm to the environment and community it serves to its utmost ability.

5. ETHICS AND INTEGRITY

5.01 Consistent with the Bank's Code of Conduct paragraph 9.05, Bank's members of staff (members of staff) who are responsible for dealing with financial or procurement matters shall discharge their responsibilities in such a manner as to be entirely above reproach. Furthermore, in accordance with the Code of Conduct paragraph 12.03, in dealings with current or potential Bidders, Proposers, and Vendors, members of staff shall act in the best interest of the Bank to the exclusion of any personal advantage to themselves or any family or relations.

5.02 In accordance with paragraph 6.01 of the Bank's Integrity and Ethics Policy, "relevant business units, divisions, departments and offices of the Bank working to prevent, detect and report relevant risks and violations by relying on written policies and procedures, their knowledge of the Bank's counterparties and the particular circumstances of each activity being undertaken by the Bank" constitute the first line of defence.

5.03 All members of staff who are involved in conducting procurement on behalf of the Bank are governed by the relevant Bank policies and codes on integrity, ethical matters, and conflict of interest.

6. CONFLICTS OF INTEREST

6.01 Consistent with the Bank's Code of Conduct and the Bank's Integrity and Ethics Policy, the Bank requires that all parties involved in the procurement process shall avoid or, where unavoidable, promptly declare in writing to the Bank any potential, apparent or actual conflict of interest.

6.02 *Procurement of Goods, Works, or Non-Consulting Services:* an entity shall be considered to have a conflict of interest where the entity:

(a) is providing Goods, Works, or Non-Consulting Services resulting from or directly related to Consulting Services that it provided to the Bank for the preparation or implementation of a procurement activity or contract, or where such services were provided by an affiliate that directly or indirectly controls, is controlled by, or is under common control with that entity;

(b) and, any of its personnel, or any proposed subcontractor has a Close Business or Family Relationship with a staff member of the Bank...who is directly or indirectly involved in fill or in part in the:

(i) preparation of the Bidding Documents or description of procurement requirements, and/or the evaluation or approval of such contract; or

(ii) the execution or supervision of such contract.

(c) does not comply with any other conflict of interest requirements as specified in the Procedures, Bidding Documents or similar associated documents, relevant to the specific procurement process.

6.03 *Procurement of Consulting Services:* The Bank requires that Consultants provide independent, professional, objective and impartial advice and hold the Bank's interests paramount, without any consideration for future work, and that, in providing advice to the Bank, they avoid conflicts with other assignments or their own corporate interests. The Bank shall not hire Consultants for any assignment that would conflict with their prior or current obligations to other clients or that, in the Bank's opinion, may place them in a position of being unable to carry out the assignment in the best interests of the Bank. Without limitation to the generality of the foregoing, the Bank shall not hire Consultants under the circumstances set forth below unless the conflict has been disclosed and adequately mitigated to the satisfaction of the Bank:

(a) where the Consultant, including its personnel, experts and sub-consultants, or an affiliate that directly or indirectly controls, is controlled by, or is under common control with that Consultant has another assignment, obligation or corporate interest that gives rise to an actual, potential or apparent conflict of interest. Such conflicts of interest may include, but are not limited to, circumstances in which the Consultant:

(i) owes conflicting duties to another client;

(ii) has access to confidential information relevant to the assignment; or

(iii) is unable to provide impartial and independent advice,

(b) Consultants, including personnel and sub-consultants, have a Close Business or Family Relationship with a staff member of the Bank that is directly or indirectly involved in any part of:

(i) the preparation of the Bidding Documents including the details of the Procurement Requirements;

(ii) the evaluation or approval of such Contract; or

(iii) the supervision of such Contract;

(c) where the Consultant does not comply with any other conflict of interest requirements as specified in these Procedures, the Bidding Documents or other documents associated with the specific procurement process.

7. ELIGIBILITY

7.01 Subject to Section 7.02 below, the Bank permits Bidders from all countries to offer Goods, Services or Works, under the Procedures.

7.02 Exceptions to eligibility include Bidders who have been suspended or debarred by the Bank as detailed in Annex B Prohibited Practices and Other Integrity Related Matters and as summarised on the following grounds:

(a) by an act of compliance with a decision of the United Nations (UN) Security Council taken under Chapter VII of the Charter of the UN, any import of Goods from, or payments to, a particular country, natural or legal person, or entity are prohibited;

(b) a firm or individual that has been suspended or sanctioned by the Bank for engaging in Prohibited Practices or against whom a Multilateral Development Bank (MDB) Debarment or MDB Cross-Debarment has been imposed. In such instances, the firm or individual will be excluded from being awarded a Bank-financed contract, or benefiting from a Bank- financed contract, financially or otherwise, during such period of time as the Bank shall determine for Bank suspensions or sanctions or as determined by the relevant MDB or enforcement of debarment decisions made pursuant to the Agreement on Mutual Enforcement of Debarment Decisions.

8. COUNTRY OFFICE

8.01 *Use of Bank-wide Expertise:* A Country Office shall utilise the available expertise of staff at the Bank's Headquarters, within the relevant Department, to support the development of its Procurement Requirements, including Specifications, Scope of Work, TOR, and similar documents and, where applicable, to assist with the evaluation process.

8.02 *Minor to Low Value Contracts:* Procurement for minor to low value Country Office contracts in accordance with Annex A, such as office supplies and routine maintenance, shall be conducted primarily by the relevant Country Office in accordance with these Procedures and with the Bank-wide expertise referred to in Section 8.01. Competitive procurement methods are encouraged based on location risk.

8.03 *Medium to High Value Contracts:* Procurement for medium to high value Country Office contracts in accordance with Annex A, including office rental, security services, and other strategic arrangements, shall be coordinated with the relevant Headquarters Departments.

8.04 *Treatment of Taxes and Duties:* Where a Country Office benefits from host-country tax or duty exemptions, the Country Office shall ensure that the applicable exemption documentation is treated in accordance with Section 3.02 (b) of these CPP.

8.05 *Applicability of National Laws:* In conducting procurement for a Country Office within the Minor to Low value threshold, the Bank may apply the National Laws on all Bidding Documents, Contracts, and other procurement documents. For Contracts equal or exceeding the Low Value threshold, all Bidding Documents, Contracts, and other procurement documents, and all Contracts entered into by the Bank shall be governed by and construed in accordance with the laws of Barbados, unless otherwise advised by the Legal Department.

8.06 *Language Requirements:* All Bidding Documents, Contracts, and other procurement documents shall be issued in English, which is the official language of the Bank. Where necessary for implementation in a Country Office, such documents may also be subsequently translated into the official or commonly used language of the country in which the Country Office is located. In the event of any inconsistency or ambiguity in translation, the English version shall prevail.

9. BUDGETING FOR PROCUREMENT AND AUTHORITY LIMITS

9.01 *Planning and Budgeting:* The total estimated value of all contracts that a Procuring Department plans to procure during a given financial year (FY) shall be consistent with the Procuring Department's operational requirements and shall not exceed the amount of the Procuring Department's approved annual administrative and capital budget allocated to procurement during the relevant FY.

9.02 *Authority Limits:* Authorisation of expenditures for any purpose shall be in accordance with the current Authority Limits approved by the Bank, as per Designation of Authorised Signatories and Limits for Designated Officers as issued from time to time as a Staff Circular by the Bank.

9.03 *Procurement Requisition:* Any procurement process leading to the acquisition of goods, works or services, shall commence only after an approved Procurement Requisition confirming budget availability and approval by the appropriate Designated Signatory of the Authority Limit. Details of the Procurement Requirements as may be documented using Specifications, Scope of Work, or TORs or alike, have been approved by the applicable Coordinator of the Procuring Department as described in Section 13 below.

9.04 *Preliminary Market Research:* Notwithstanding the foregoing, preliminary market research activities may be undertaken before the approval of a Procurement Requisition where necessary to inform budget preparation, estimate costs, assess market capacity or develop Procurement Requirements. Such activities may include Requests for Information (RFIs), or Budgetary Requests for Pricing, market sounding exercises, or similar information-gathering activities. Such activities shall not constitute a commitment by the Bank to procure the Procurement Requirements concerned.

10. PROCUREMENT PLANNING

10.01 *Applicability and Exceptions:* "Procurement planning" means the Procuring Department's prior assessment and organisation of a Procurement Requirement, undertaken in a manner proportionate to its value, complexity and risk, before commencement of the procurement process, except where otherwise justified in writing and approved in accordance with the applicable Authority Limits. The Procuring Department shall undertake procurement planning, except where justified in writing due to documented urgency, supported by a written record of the facts giving rise to the urgency, the reasons why the need could not reasonably have been foreseen or accommodated through normal procurement planning, and why the proposed approach is necessary and proportionate, or due to unforeseen circumstances, or contra variations, and approved at the appropriate Authority Limits in accordance with Sections 9 and 10 of this CPP.

10.02 *Key Considerations:* Procurement planning for Corporate Procurement shall be proportionate to the value, complexity, and risk of the Procurement Requirements as developed during the budgeting process; Bidding Documents include guidance notes for the purpose of any level of planning. In conducting procurement planning, the Procuring Department shall consider whether an existing Framework Agreement (FA) is available for any Procurement Requirements, and where applicable, shall proceed in accordance with Section 25.

10.03 *Vendor Registry and Market Analysis*: The Bank is developing an online registry through which interested Vendors may register and maintain their profiles. Once operational, the Registry may be used by

Procuring Departments as a market analysis and market access tool to identify potential Bidders, support market outreach and inform procurement planning. Registration in the Vendor Registry shall not, by itself, constitute prequalification, shortlisting, or entitlement to receive a procurement opportunity from the Bank.

10.04 *Formal Plan:* A formal, documented Procurement Strategy and Plan (PSP) using the guidance and template available in Annex C, is required only for:

(a) **Medium to High Value** contracts as defined in Annex A Corporate Procurement Thresholds; or

(b) procurement requirements that the Procuring Department pre-assesses as **medium-risk** or **high-risk** at the planning stage and therefore subject to a formal risk assessment using the internal proprietary CDB-approved Risk Rating Matrix as may be updated from time to time and available from the Office of Risk Management (ORM); or

(c) procurement requirements that are otherwise determined to be Complex by the Procuring Department, in consultation with the Corporate Procurement Office (CPO), Finance Department.

10.04.1 In these cases, Procuring Departments are required to engage in:

(i) the preparation of a formal documented Procurement Strategy and Plan (PSP), where required under this Section; and

(ii) the use of the CDB-approved Risk Rating Matrix where the procurement requirement is pre-assessed as medium-risk or high-risk at the planning stage.

The Risk Rating Matrix supports and informs procurement planning but is not, in itself, the PSP.

10.04.2 Where a formal documented PSP is required, the PSP shall be subject to the approval of the relevant designates as identified in the PSP Template of Annex C.

10.04.3 *Changes to an approved PSP:* Where, during execution of an approved PSP, new information or changed circumstances arise, the Procuring Department shall assess whether the change is material before proceeding.

10.04.3.1 Non-material updates, including schedule adjustments, refined market intelligence that does not alter the procurement approach, minor clarifications of scope, or updated risk mitigations that do not change the procurement method, threshold, risk rating or evaluation approach, may be documented in the procurement record and reported as part of the contract award approval.

10.04.3.2 Material changes shall be documented in a PSP addendum or amendment and approved by the same approval authority that approved the original PSP, or such other authority specified in the PSP template, before the procurement proceeds on the changed basis. Material changes include, without limitation, a change to the procurement or selection method; a change from a competitive approach to Direct Selection or another limited competition approach; a material change to the scope, estimated Contract Value, budget, risk rating, contract type, evaluation methodology, award criteria, or implementation strategy or any change that triggers additional consultation with the CPO, Legal Department, ICA Finance, ITSD, ORM, or other relevant control function.

10.04.3.3 Where market analysis identifies only one qualified source, and the approved PSP assumed competition, the Procuring Department shall treat this as a material change, document the market analysis and justification, consult the CPO and any relevant control function, and obtain approval of a PSP addendum before issuing a direct invitation, commencing negotiations, or otherwise proceeding on the revised basis.

10.04.3.4 Contract award approval shall confirm that the procurement was conducted in accordance with the approved PSP or any approved PSP addendum, but shall not be used as the first approval of a material departure from the approved procurement strategy.

10.04.4 *PSP addendum approval:* A PSP addendum or amendment required under Section

10.04.3 shall be prepared by the Procuring Department and submitted for approval before the procurement proceeds on the changed basis.

10.04.4.1 The addendum shall describe the approved PSP position, the proposed change, the reason for the change, the materiality assessment, the impact on scope, estimated Contract Value, budget, procurement or selection method, timetable, risk rating, evaluation approach, contract type, required consultations, and any effect on competition, value for money, fairness, transparency, integrity, sustainability, or contract management. The addendum shall include supporting evidence, including market analysis, budget confirmation, risk assessment updates, technical input, legal or control-function advice, and any justification for Direct Selection or limited competition, where applicable.

10.04.4.2 Unless the PSP template or applicable Authority Limits provide otherwise, the addendum shall be reviewed by the CPO for procurements within the Medium to High Value thresholds or that are High Risk or Complex, and shall be approved by the same authority that approved the original PSP.

10.04.4.3 Where the change affects legal terms, contractual risk, information security, data protection, financial exposure, operational risk, integrity matters, or another control area, the Procuring Department shall obtain the relevant consultation or clearance before approval.

10.04.4.4 Approval of a PSP addendum authorises the Procuring Department to proceed on the revised basis but does not constitute contract award approval, budget approval beyond the applicable Authority Limits, or approval of any resulting Contract. The approved addendum, supporting documents, consultations, approvals, and any related communications shall form part of the procurement record.

10.05 *Informal Plan:* Except for the cases mentioned in 10.05 (b) and (c) above, procurements within the Minor to Low Value threshold, do not require a PSP: however, Procuring Departments shall consider the applicable procurement planning principles, but no additional procurement planning documents, approvals, or reviews are required.

10.06 *Splitting of Procurement:* PDs must not divide or phase a procurement requirement into multiple smaller contracts, or otherwise reduce the scope, specifications, or quality of the requirement, in order to keep the contract value below a competitive threshold. Requirements that are similar in nature, recurring, or reasonably foreseeable must be grouped and procured using the appropriate method based on the total estimated value.

10.07 *Treatment of Taxes and Duties*: Consistent with Section 3.02 (b), Procuring Departments shall apply all available exemptions in procurement planning and contract administration.

10.08 *Determination of Applicable Procurement and Selection Methods by Reference to Corporate Procurement Thresholds:* For the purposes of these Procedures, the applicable procurement or selection method shall be determined by reference to the Corporate Procurement Thresholds set out in Annex A, having regard to the estimated Contract Value and, where relevant, the nature, complexity and risk of the Procurement Requirement. Annex A shall form an integral part of these Procedures and shall be read together with Sections 15 and 16 for the purpose of determining the applicable procurement or selection method, the corresponding Bidding Document type, and any associated procedural requirements. For the avoidance of doubt, this Section is intended to promote clarity, usability and transparency in the application of these Procedures.

11. QUALIFICATIONS OF BIDDERS

11.01 *Applicability:* An essential requirement of Value for Money (VfM) and to manage risks is that the Bank does business only with Bidders who are fully qualified to successfully implement a Contract that they sign with the Bank. To that end, the Bank shall, in all cases, assess the qualifications of a Bidder that is recommended for the award of a Contract before Contract signature. The assessment of Bidders' qualifications may take place either before the start of the procurement process (pre-qualification) or after the procurement process has been completed but before the award of the Contract (post-qualification).

11.02 *Goods, Works, and Non-Consulting Services Criteria:* In the procurement of Goods, Works, and Non-Consulting Services, the Bank shall assess Bidders' qualifications based on their experience, past performance of similar contracts, organisational capabilities with respect to personnel, plant and equipment, manufacturing or construction facilities and their financial capacity.

11.03 *Consulting Services Criteria:* In the procurement of Consulting Services in accordance with Sections 16 to 18, the Bank shall assess Bidder's qualifications based on relevant experience, past performance of similar contracts, organisational capability, personnel resources and financial capacity. For selection methods that involve shortlisting, the qualifications of the Consultant identified for contract award following the EOI evaluation process shall be revalidated or reverified before Contract award.

11.04 *Third-Party Risk Considerations:* For critical, outsourced, technology-enabled, data-sensitive or otherwise high-risk contracts, qualification criteria shall also address third-party risk considerations, including financial resilience, sanctions and integrity standing, ownership and subcontracting arrangements, cybersecurity and data protection capability, business continuity arrangements, insurance coverage, regulatory compliance, and relevant past performance.

12. BIDDING DOCUMENTS

12.01 *Use of Bidding Documents and Procurement Supporting Documents (PSD):* Procuring Departments shall use the Bank's officially issued Bidding Documents and PSD, as available on the on the Corporate Procurement Service Portal (CPSP), that are applicable to the relevant procurement / selection method and threshold under these CPP.

12.02 *Bid Validity Period and Extensions:* The Bidding Documents shall specify the period during which Bids or Proposals must remain valid. The validity period shall be sufficient to allow for bid receipt, opening, evaluation, approvals, any applicable standstill period, and contract award. Where an extension of bid validity is necessary, the Procuring Department shall request the extension in writing before the expiry of the original validity period, stating the revised validity period and the deadline for Bidders to respond. Bidders may accept or decline the request in writing. A Bidder that declines an extension shall not be disqualified on that basis, but its Bid or Proposal shall no longer be considered after expiry of the original validity period. Any request for extension shall be made on the same terms to all Bidders whose Bids or Proposals remain under consideration, and no Bidder shall be permitted or required to modify its Bid or Proposal as a condition of extending bid validity, except where expressly permitted under the Bidding Documents.

12.03 *Drafting of Contracts:* The drafting of Contracts relating to contract values within the medium to high value thresholds, or as otherwise advised, shall be subject to review by the Legal Department.

12.04 *Mandatory Risk Clauses:* For medium to high value, critical, outsourced, data-sensitive, technology-enabled or otherwise high-risk procurement, the Bidding Documents and resulting Contract shall include risk-based clauses, as applicable, addressing confidentiality, data protection, information security, business continuity, incident notification, audit and access-to-records rights, subcontracting restrictions, insurance, compliance with integrity requirements, performance remedies, termination rights, and cooperation with Bank reviews, audits or investigations.

12.05 *Procurement Security:* Where justified by the value, complexity, risk or criticality of the procurement, the Bidding Documents and resulting Contract may require the successful Bidder or Vendor to provide Procurement Security, including a performance bond, bank guarantee, surety bond, advance payment guarantee, retention security or other approved financial security. Procurement Security shall be used only where proportionate to the risk of non-performance or default and shall not normally be required for RFQs or low-value routine procurements unless justified by material operational, financial, reputational, safety, continuity or implementation risk. Where required, the Bidding Documents shall state the form, amount, issuing institution requirements, timing for submission, validity period, conditions for call or enforcement, and release arrangements. The requirement shall be identified during procurement planning, documented in the procurement record, and included in the Bidding Documents and draft Contract. Non-standard forms or requirements for **Medium to High Value, High Risk or Complex** procurements shall be developed in consultation with the CPO and Legal Department.

12.06 *Treatment of Deviations:* Where, in the course of evaluation or any negotiations permitted under these Procedures, the Procuring Department is considering whether to accept, evaluate, or negotiate any deviation from the requirements of the Bidding Documents, the Procuring Department shall first consult the Corporate Procurement Manager (CPM). The CPM shall advise on procurement-related deviations, including deviations from the bidding requirements and procurement documentation, and on whether the proposed course of action is permissible under these Procedures. Where the proposed deviation also relates to the terms and conditions of the Contract, the legal framework governing the procurement or otherwise raises any potential material legal issue, the Procuring Department shall promptly consult the CPM. Where the CPM determines that legal advice is required, the CPM shall timely consult the Legal Department.

13. DESCRIPTION AND SPECIFICATIONS OF PROCUREMENT REQUIREMENTS

13.01 *General Requirement:* The Bank shall set out in the Bidding Documents, to the fullest extent practicable, a detailed description of the subject matter of the Procurement Requirements. The essential requirements of the Bank shall define the necessary technical and performance characteristics and be objective, functional, generic and measurable.

13.02 *Restrictions on Descriptions*: The description of the subject matter of the Procurement Requirements shall not artificially narrow competition or unfairly favour or disadvantage certain Bidders. To that end, the description shall not include a reference to:

(a) a particular brand name;

(b) a trademark or trade name;

(c) a patent;

(d) a design;

(e) a type or process offered by a specific Bidder;

(f) a specific origin; or producer

13.03 *Use of "or equivalent":* Where there is no sufficiently precise or intelligible way of describing the characteristics of the Procurement Requirements without using a reference listed in Section 13.02(a)–(f), the description may include such a reference, provided that it also includes the words "or equivalent". Such descriptions may also refer to appropriate national, regional, or international standards.

13.04 *Incoterms:* Where Goods are procured and delivery, shipping, insurance, customs clearance, or transfer of risk are applicable, the Bidding Documents shall specify the applicable delivery basis using the appropriate Incoterms rule. Guidance on the use of Incoterms is set out in Annex G.

14. PUBLICATION OF PROCUREMENT OPPORTUNITIES

14.01 *Open Competitive Bidding (OCB) Notice*: All procurement opportunities for Goods, Works and Services that are conducted by OCB shall be publicly advertised, as applicable, on the Bank's external website or any relevant online procurement database of the Bank, including the Procurement Publication Registry Database (PPRD) system. Where the Bank determines that wider publication of the procurement opportunity may be needed to increase competition, the Bank may also advertise the procurement opportunity in regional or international print or digital media. CPDs, or their designates, shall be responsible for publishing procurement notices and for obtaining the necessary training, user guides, or manuals required for publication. They may consult the CPO for prior review of procurement documents, as appropriate.

14.02 *Optional Publication for Other Procurement Methods:* In respect of those procurement processes conducted under procurement and selection methods where these Procedures do not require publication of the procurement opportunity, such as those cases using Restricted Bidding the Bank may choose to open the market access of the procurement process by publishing such opportunities on its external website and/or in regional or international print or digital media to increase competition.

15. PROCUREMENT METHODS AND DOCUMENT TYPES – GOODS/WORKS/ NON-CONSULTING SERVICES

15.01 *General Rule:* The following sections define the procurement methods that the Bank may us in the procurement of Goods, Works and/or Non-Consulting Services.

15.02 ***Open Competitive Bidding (OCB) and Invitation for Bid (IFB):*** OCB refers to a competitive procurement process using a Bidding Document type titled Invitation for Bid (IFB) with unrestricted market access that best serves the Bank's Corporate Procurement Principles. It provides all eligible Bidders with an equal opportunity to Bid for a Bank-Contract and, through the publication of the procurement opportunity in accordance with Section 14, timely notification and sufficient notice to prepare and submit their Bids. The Bank shall use Open Competitive Bidding for high-value or technically Complex contracts for Goods, Works and Non-Consulting Services.

(i) *Prequalification:* OCB for high-value or Complex Works or Complex information and technology systems may be preceded by prequalification, whereby the Bank shall assess Bidders' qualifications in accordance with the provisions of Section 11. Following prequalification, the Bank shall extend the IFB only to those Bidders who possess the required capabilities and resources to perform the Contract satisfactorily. Where applied, an opportunity to pre-qualify shall be published in accordance with the provisions of Section 14.

(ii) *Single-Stage or Two-Stage Process:* The Bank may conduct OCB as a single-stage or two-stage process.

(iii) *Single-Stage; One-Envelope or Two-Envelope Process:* In the case of a single-stage process, the Bank may invite Bidders to submit Bids in one envelope or in two envelopes.

(iv) *One-Envelope Process:* Where the Bank determines that all the components of the Bids should be evaluated together, it shall invite Bids containing the technical and financial including commercial terms and price components of the Bid in one envelope and shall evaluate all the components of the Bids together.

(v) *Two-Envelope Process:* Where the Bank determines that it is essential to evaluate the technical aspects of Bids before evaluating financial aspects, it shall invite Bidders to submit Bids into two separate envelopes at the same time, as follows:

15.02.v.1 *Envelope One:* the first envelope shall comprise the technical components of the Bid, including the technical, performance and quality elements;

15.02.v.2 *Envelope Two:* the second envelope shall comprise the financial component, including commercial terms and price elements of the Bid and other financial information;

(vi) *Evaluation Process:* the Bank shall ensure that the technical components of the Bids are opened and evaluated first; then it shall open and evaluate the financial components of only those Bids whose technical components have been evaluated as Substantially Responsive to the requirements of the Bidding Documents.

(vii) *Two-Stage; Two-Envelope Process:* In the procurement of Complex or specialised contracts, where it may be impractical to prepare complete technical specifications in advance, the Bank may conduct OCB as a two-stage procedure. In such a procedure, the Bidding Documents shall be based on Bank's conceptual design or performance requirements for the contract. In the first stage, the Bank shall invite Bidders to submit unpriced technical Bids, which shall be subject to technical clarifications and adjustments by the Bank. In the second stage, the Bank shall issue amended Bidding Documents and invite Bidders to submit final technical and financial Bids, separately.

15.03 ***Restricted Bidding:*** Restricting Bidding involves the Bank directly inviting a limited number of Bidders to bid, without publication of the associated procurement opportunity for Medium Value contract procurement. When engaging in procurement by means of Restricted Bidding, the Bank uses Bidding Documents title Invitation For Bid (IFB) or Request for Quotation (RFQ) and shall invite all known qualified Bidders. The Bank may engage in procurement by means of Restricted Bidding where:

(a) the subject matter of the procurement, by reason of its highly Complex or specialised nature, is available only from a limited number of Bidders: or

(b) when the time and cost required to evaluate a large number of Bids would be disproportionate to the value of the subject matter of the procurement.

15.04 ***Request for Quotations (RFQ):*** RFQ is a procurement document type used for a restricted competitive procurement method to compare at least three (3) priced quotations requested from a minimum of five (5) separate Bidders for Low value Contracts. An RFQ may be used for procuring limited quantities of routine readily available, off-the-shelf Goods, or for minor Works or for Non-Consulting Services of low value. Quotations for the supply of Goods obtained from online retailers as described in 15.05 may be considered among the minimum of three quotations requested under the RFQ procurement method.

15.05 ***Online Published Pricing (OPP):*** OPP means publicly available pricing information for Goods, Works, or Non-Consulting Services published on a Vendor's website, online catalogue, or e-commerce platform and used as supporting price evidence for an RFQ or other procurement process, as permitted under these Procedures. OPP evidence shall be retained as screenshots (or equivalent captured images) of the relevant webpage(s) and should, to the extent practicable, clearly show:

(a) supplier/retailer name and website address;

(b) item/service description and any product code/SKU;

(c) unit price and currency;

(d) delivery dates;

(e) shipping, and other fees;

(f) quantity and/or pricing basis; and

(g) the date the price was accessed (system date/time stamp or captured page date).

15.05.1 Where multiple pages are required to show the full price basis, all related screenshots shall be captured and retained on file together.

15.06 ***Electronic Reverse Auction (ERA):*** ERA is an online, real-time competitive procurement method which may be used for the procurement of Goods or Non-Consulting Services, conducted by means of an electronic procurement (e-procurement) system, in which Bidders are invited to submit successively lower-priced Bids during a scheduled time period and the evaluation of Bids is automated within the e-procurement system or outsourced to suitable providers.

(i) The Bank intends to develop an ERA and once operational, the Bank may engage in procurement by ERA where:

(i) The Contract Value is between Low to High;

(ii) it is feasible for the Bank to formulate a detailed description of the subject matter of the procurement;

(iii) there is a competitive market of Bidders who are qualified to participate in the electronic reverse auction, such that effective competition is assured; and

(iv) the evaluation criteria used in determining the successful Bid are quantifiable and can be expressed in monetary terms.

(b) The Bank may invite Bidders to participate in an ERA by publication of a procurement opportunity in accordance with the provisions of Section 14. The invitation to participate in an ERA shall inform the Bidders about:

(i) how the auction can be accessed, including appropriate information regarding the connection to the auction;

(ii) the deadline by which Bidders must register for the auction and the requirements for registration;

(iii) the date and time of the opening of the auction and the requirements for the identification of Bidders at the opening of the auction;

(iv) the mathematical formula that will be used in the evaluation procedure during the auction;

(v) the criteria governing the closure of the auction; and

(vi) other rules governing the conduct of the auction.

15.07 ***Direct Selection (DS) of Goods, Works or Non-Consulting Services:*** DS does not provide the Bank with the benefits of competition or transparency. Therefore, it shall be used only in the exceptional cases listed below and requires justification written by the Procuring Department and subject to approval by the CPM in the context of the overall interests of the Bank prior to the commencement of any procurement activity for Contract Values over Minor threshold; written justification is not required for Minor Value Contracts as outlined in Annex A. The Bidding Documents for DS can be in the forms of IFBs or RFQs and adjusted to suit the Contract Value and the justification condition of the procurement requirement that determined DS method. DS involves directly inviting and negotiating with only one Bidder, without competition. It shall be used only when one or more of the following conditions of exceptional cases are met:

(a) an existing contract for Goods, Works or Non-Consulting Services, may be extended for additional Goods, Works or Non-Consulting Services of a similar nature, provided that the Bank shall be satisfied that there is no advantage to be gained from further competition and that the prices of such extended contract are reasonable;

(b) there is a justification to re-engage a Vendor that has previously completed a similar contract within the last twelve (12) months and the following conditions apply:

(i) the Vendor performed satisfactorily under the original contract; and

(ii) there is no advantage to be obtained by competition; and

(iii) the prices in the continuation contract are reasonable in comparison to the prevailing market prices;

(c) a competitive procurement procedure for the same or substantially similar Procurement Requirement has been unsuccessful and has not resulted in the award of a Contract, including where no bid submission were received or no bid submission was substantially responsive, and the Bank is satisfied that no advantage can be obtained by further competition The scope, technical specifications and other essential procurement requirements shall not be materially modified in the subsequent procurement procedure;

(d) the required Goods, Works or Non-Consulting Services are proprietary in nature and, therefore, obtainable from only one Bidder;

(e) standardisation of Goods, Works or Non-Consulting Services, to be compatible with existing Goods, Works or Non-Consulting Services, may justify additional purchases from the original Vendor, where the Bank has considered and rejected the advantages of another make, model or source of Goods, Works or Non-Consulting Services;

(f) the Contract Value of the Procurement Requirement, when aggregated with other Minor Value Procurement Requirements of the same type by the same Procuring Department in the same fiscal year, **does not exceed the cumulative value as set out in Section 2.03 of Annex A Corporate Procurement Thresholds;**

(g) the Bank determines that, in the absence of adequate private-sector provision, an international organisation, such as a UN agency, a regional organisation or a non- governmental organisation (NGO) is best-qualified to perform the contract; or

(h) in exceptional cases, such as in response to a natural disaster or national emergency.

16. SELECTION METHODS AND DOCUMENT TYPES – CONSULTING SERVICES

16.01 *General Rule:* The following sections define the selection methods that the Bank may use in the procurement of Consulting Services.

16.02 *Separation of Firms and Individual Consultants:* Consulting firms and Individual Consultants shall not be invited to compete against each other to provide Consulting Services to the Bank.

16.03 *Framework Agreements (FAs):* Procuring Departments may put in place FAs with a roster of Consultants with qualifications relevant to the Department's areas of work. To serve the Principles of Transparency and Fairness, REOIs Consultants to express interest in joining such FAs shall be advertised on the Bank's external website when the FA is first established and should be republished at least annually thereafter. Consultants can also express interest in providing their services to the Bank by registering their entity on the Vendor Registry online platform, when available. Details of FAs are outlined in Section 25 of these CPP.

16.04 CONSULTING FIRMS

Selection methods for consulting firms may be conducted either through shortlisting, where qualified firms are first identified through an REOI and only shortlisted firms are invited to submit proposals, or without shortlisting, where a firm is selected directly on the basis of qualifications or other justified circumstances in accordance with these Procedures.

16.04.1 SHORTLISTING METHODS

16.04.1.1 *Shortlisted Firm Selection:* The following selection methods involve competition amongst qualified short-listed consulting firms where the selection decision is determined by evaluation of the quality of the Consulting Services offered by the firms in a Technical Proposal, and, where appropriate, the commercial terms and price offered, in a Financial Proposal.

16.04.1.2 *Composition of the Shortlist:* The shortlist should normally comprise Bidders of the same category with similar business objectives, corporate capacity, experience in the same field of expertise, that have undertaken assignments of similar nature and complexity. In cases where firms of different categories are included in the same shortlist, the selection should normally be made using the Quality-Based Selection (QBS) procurement method. Private-sector firms shall not normally be invited to compete against public-sector entities, NGOs or UN agencies.

16.04.1.3 *Shortlisting through Request for Expressions of Interest (REOI):* Consulting firms are invited to express interest in providing Consulting Services by means of a Request for Expressions of Interest (REOI) notice, which the Bank shall publish in accordance with the provisions of Section 14 and can be subsequently shared with known qualified firms to inform them of the procurement opportunity.

16.04.1.4 Based on its evaluation of the Expressions of Interest (EOIs) submitted by interested firms in response to the REOI, the Bank shall assemble a shortlist of no fewer than three (3) and no more than six (6) qualified firms, which the Bank shall then invite to submit proposals.

16.04.1.5 Where fewer than three (3) qualified firms respond to the REOI, the Procuring Department, in consultation with the CPO, shall determine whether, having regard to time constraints and other relevant circumstances, to re-engage the market or to proceed with the RFP process. The reasons for that decision, including the shortlisting limitation, shall be documented in the subsequent Evaluation Report for approval.

16.04.1.6 *Request for Proposals (RFPs):* The Procuring Department sends shortlisted firms a Request for Proposal (RFP) document, which, depending on the applicable selection method, may invite a firm to submit both a technical and a financial proposal or a technical proposal only. Given the paramount importance of obtaining technical quality in Consulting Services, the Bank shall invite only qualified, short-listed firms to submit proposals and identify the shortlisted firms within the RFP. The RFP shall provide Bidders with the estimated time input of key experts, specifying that this information is given as an indication only and that Bidders shall be free to propose their own estimates.

16.04.1.7 ***Quality and Cost-based Selection (QCBS):*** QCBS is selection method which promotes a competitive process among qualified, short-listed firms. The Bank shall invite short-listed firms to submit proposals by sending them a Request for Proposals (RFP), which shall include a Letter of Invitation, TOR and draft form of

Contract. The RFP shall include instructions to Proposers on how to prepare and submit their proposals and also specify the relative weights to be given to technical quality and price in the evaluation of proposals; such weights shall be determined on a case-by-case basis, depending on the nature of the assignment.

16.04.1.8 In response to the Bank's RFP, Bidders shall prepare Technical and Financial Proposals, and submit both at the same time, in two (2) separate, sealed envelopes. Without having knowledge of the Bidders' price information, the Bank shall first evaluate the technical proposals, then open and evaluate the financial proposals of only those Bidders whose technical proposals achieve a pre-defined minimum technical score.

16.04.1.9 The Bank shall invite the Bidder which achieves the highest total score, obtained by weighting the technical and price scores and adding them, to negotiate a contract with the Bank. In the event a Standstill period applies, the Bank shall issue a Notice of Intention to Award (NIA) letter in accordance with Section 21. If a standstill period does not apply, the Bank can proceed to award the Contract and shall issue its CAN in accordance with Section 23.

16.04.1.10 ***Quality-Based Selection (QBS):*** QBS is a selection method appropriate for Complex or highly specialised assignments, where it is difficult to define precise TOR or the required input from the consultants or where the Bank requires the Bidders to demonstrate a high degree of innovation in their technical proposals. The Bank may use QBS for assignments with a high downstream impact and in which the objective is to have the most highly qualified experts or for assignments that may be carried out in substantially different ways, such that proposals may not be comparable.

16.04.1.11 In QBS, the RFP may either request Bidders to submit both Technical and Financial Proposals in separate sealed envelopes at the same time, in this case, the Procuring Department shall first evaluate the Technical Proposals and open the Financial Proposal of only the Bidder that achieves the highest technical score and invite that Bidder to negotiate a contract with the Bank. Alternatively, the RFP may request Bidders to submit only Technical Proposals and, in a separate, second stage, request only the Bidder that achieves the highest technical score to submit a Financial Proposal and invite that Bidder to negotiate a contract with the Bank. For QBS method, a standstill period and NIA do not apply, however, the Bank can proceed to award the Contract and shall issue its CAN.

16.04.1.12 ***Fixed Budget Selection (FBS):*** FBS is an appropriate selection method only when the assignment is simple, the TORs can be precisely defined and when the Bank has a fixed budget for the assignment. The RFP shall indicate the available budget and request Bidders to provide Technical and Financial Proposals in separate envelopes; the RFP shall make it clear that Financial Proposals must be priced within the budget. The evaluation of Technical Proposals shall be carried out first; then the Financial Proposals of only those Bidders whose Technical Proposals achieved a pre-defined minimum technical score shall be opened. Financial proposals that exceed the indicated budget shall be rejected and the Bidder that submitted the highest-ranked Technical Proposal among the remaining Bidders shall be invited to negotiate a contract. For FBS method, a standstill period and NIA do not apply, however, the Bank can proceed to award the Contract and may issue its CAN.

16.04.1.13 ***Least-Cost Selection (LCS):*** LCS is an appropriate selection method for selecting consultants for standard or routine assignments, where well-established practices and standards exist. Under this method, the RFP stipulates a minimum qualifying mark for technical quality; shortlisted firms are invited to submit technical and financial proposals simultaneously in two envelopes; technical proposals are evaluated first, with those that fail to achieve a pre-defined minimum technical score being rejected; the remaining Financial Proposals are then opened and the Bidder with the lowest price is selected and invited to negotiate a contract. For LCS method, a standstill period and NIA do not apply, however, the Bank can proceed to award the Contract and may issue its CAN.

16.04.2. WITHOUT SHORTLISTING METHODS

16.04.2.1 ***Selection based on Consultants' Qualifications (CQS):*** CQS is a selection method that the Bank may use for small assignments for which the need for issuing an RFP and preparing and evaluating competitive proposals is not justified. Under this selection method, the Procuring Department shall prepare the TOR and, either through publication of an REOI in accordance with the provisions of Section 14 or, where an established pool of qualified Bidders is available, by Restricted Bidding invitation, obtain EOIs from as many Bidders as possible that include information on Bidders' experience and qualifications. The Bidder that is identified as best qualified and most experienced, based on the Bank's evaluation of its EOI, shall be selected and asked to submit a summary combined Technical and Financial Proposal and, if such proposal is Substantially Responsive and acceptable, shall be invited to negotiate a contract. The Bank may negotiate both the technical and financial aspects of the proposal with the selected Bidder. For CQS method, a standstill period and NIA do not apply, however, the Bank can proceed to award the Contract and may issue its CAN.

16.04.2.2 Direct Selection (DS) of Consulting Firms: DS of Consultants is a selection method which does not provide the Bank with the benefits of competition or transparency. Therefore, it shall be used only in exceptional cases listed below and requires written justification by the Procuring Department and subject to the approval by the CPM in the context of the overall interests of the Bank prior to the commencement of any procurement activity for Contract Values over Minor threshold; written justification is not required for Minor Value Contracts as outlined in Annex A. DS may be appropriate where at least one of the following conditions of exceptional cases are met and only if it presents a clear advantage over competition:

(a) an existing contract for Consulting Services may be extended for additional Consulting Services of a similar nature, if it is properly justified, no advantage may be obtained by competition, and the prices are reasonable. Provisions for such an extension, if considered likely in advance, shall be included in the original contract;

(b) for tasks that represent a natural continuation of previous work carried out by a consultant within the last twelve (12) months, where continuity in the technical approach, experience acquired, and continued professional liability of the same Consultant may make continuation with the initial consulting firm preferable to a new competition, if performance has been satisfactory in the previous assignment(s);

(c) a competitive selection process for the same or substantially similar Procure-Procurement Requirement has been unsuccessful and has not resulted in the award of a Contract, including where no proposals were received or no proposal was substantially responsive, and the Bank is satisfied that no advantage can be obtained by further competition. The scope, technical specifications and other essential procurement requirements shall not be materially modified in the subsequent procurement procedure;

(d) the estimated Contract Value of the assignment is at a minor value as outlined in Annex A Corporate Procurement Thresholds;

(e) when only one Bidder is qualified or has experience of exceptional worth for the assignment as demonstrated by appropriate market research;

(f) the Contract Value of the Procurement Requirement, when aggregated with other Minor Value Procurement Requirements of the same type by the same Procuring Department in the same fiscal year, **does not exceed the cumulative value as set out in Section 2.03 of Annex A Corporate Procurement Thresholds;**

(g) the Bank determines that, in the absence of adequate private-sector provision, an international organisation, such as a UN agency, a regional organisation or an NGO is best- qualified to perform the contract; or

(h) in exceptional cases, such as in response to a natural disaster, national emergency or other emergencies declared by the Bank, including circums-stances involving health and safety risks, business continuity threats and utility failures.

16.05 INDIVIDUAL CONSULTANTS

16.05.1 *Individual Consultant Selection (ICS):* The Bank applies the ICS selection method, for assignments for which a firm or team of experts is not required and can be successfully completed by an individual person.

16.05.2 *Publication of REOI:* Publication of an REOI is encouraged, particularly when the Bank does not have direct knowledge of experienced, qualified Individual Consultants in a given discipline.

16.05.3 *Selection Criteria:* Individual Consultants are selected based on their educational qualifications, relevant specific experience, knowledge of regional or local conditions, such as national language, culture, administrative systems and governmental organisation and capability to carry out the assignment. They do not need to submit proposals and shall be considered if they meet the minimum qualification requirements, which shall be determined based on the nature and complexity of the assignment.

16.05.4 *Evaluation:* The selection shall include evaluating the curricula vitae (CVs) of at least three (3) qualified Individual Consultants among those who have expressed interest in the assignment or have been approached directly by the Bank.

16.05.5 *Selection:* The Bank shall select the Individual Consultant who is the most experienced and best qualified to carry out the assignment and shall negotiate the financial aspects of the contract with the selected Individual Consultant. The minutes of the negotiations may form part of the contract.

16.05.6 *Contract Award*: For ICS method, a standstill period and NIA do not apply, however, the Bank can proceed to award the Contract and shall not issue a CAN.

16.05.7 Direct Selection (DS) of Individual Consultants: Individual Consultants may be selected by Direct Selection of Individual Consultants, with due written justification by the Procuring Department to the CPM, in exceptional cases where:

(a) tasks that are a natural continuation of previous work that the Consultant has carried out satisfactorily and for which the Consultant was selected competitively

(b) assignments with total expected duration of less than six (6) months;

(c) when the Individual Consultant has relevant experience and qualifications of exceptional worth to the assignment or is the only qualified Consultant;

(d) the Contract Value of the Procurement Requirement, when aggregated with other Minor Value Procurement Requirements of the same type, by the same Procuring Department in the same fiscal year, **does not exceed the cumulative value as set out in Section 2.03 of Annex A Corporate Procurement Thresholds;** or

(e) in exceptional cases, such as in response to a natural disaster or national emergency.

17. TIME FOR PREPARATION OF BIDS

17.01 Bidders shall be given sufficient time to prepare and submit their Bids. The Bank shall determine the time allowed for the preparation and submission of Bids with due consideration for the value and complexity of the contract. The period of time allowed shall in no case be less than the following periods, as required by the associated procurement method:

17.01.1 Procurement methods for Goods, Works or Non-Consulting Services:

17.01.1.1 IFB - Open Competitive Bidding: 14 Business Days;

17.01.1.2 IFB - Restricted Bidding: 10 Business Days;

17.01.1.3 Request for Quotations: 3 Business Days.

17.01.2 Selection methods for Consulting Services:

17.01.2.1 Quality and Cost-based Selection (QCBS): 20 Business Days;

17.01.2.2 Quality-Based Selection (QBS): 20 Business Days;

17.01.2.3 Least Cost Selection (LCS): 20 Business Days;

17.01.2.4 Fixed Budget Selection (FBS): 20 Business Days;

17.01.2.5 Selection Based on Consultants' Qualifications (CQS): 10 Business Days;

17.01.2.6 Individual Consultant Selection (ICS): 10 Business Days.

17.02 With respect to the Electronic Reverse Auction (ERA) procurement method (Section 15.06), Bids are submitted electronically in real time during the reverse auction. Bidders shall be given at least 10 Business Days' advance notice of the auction.

18. COMMUNICATION WITH BIDDERS AT THE BID PREPARATION STAGE

18.01 *Bidders' Clarifications during Preparation of Bids Stage:* During the bid preparation stage, Bidders may request clarifications on the Bidding Documents within the time specified in the procurement documents. All such requests and responses shall be made in writing. Responses that clarify, correct or supplement the Bidding Documents and are of general relevance shall be communicated in writing to all concerned Bidders, without identifying the source of the request. Clarifications shall not result in oral amendments; where a clarification materially affects the procurement requirements or bid preparation, the Bank shall issue an amendment to the Bidding Documents and, where necessary, extend the submission deadline.

18.02 *Site Visits and Bidders' Conferences:* Clarifications arising during site visits and bidders' conferences shall be managed fairly and transparently. Questions raised during such proceedings shall not result in oral amendments to the procurement requirements. Any clarification or additional information of general relevance shall be recorded in writing and, where applicable, issued as an amendment to the Bidding Documents and communicated to all concerned Bidders.

19. RECEIPT, OPENING AND RECORDING OF BIDS AND PROPOSALS

19.01 The receipt, opening and recording of Bids, Proposals and Expressions of Interest (EOIs) shall be conducted in accordance with the Corporate Procurement Principles, including transparency, fairness, integrity, security, confidentiality, equal treatment of Bidders and Proposers, and the maintenance of an auditable procurement record.

19.02 To uphold these Principles, all submissions shall be received, safeguarded, opened and recorded using procedures that are proportionate to the applicable procurement or selection method and consistent with the detailed operational guidance set out in Annex E.

19.03 The Bank shall ensure that all Bids, Proposals and EOIs are received securely, date- and time-stamped, in accordance with Annex E, so as to preserve the integrity, traceability and auditability of the procurement process.

19.04 The opening of Bids and Proposals under these Procedures shall not be conducted in public. Openings shall be undertaken only by authorised officers in accordance with the applicable method, the Bidding Documents and Annex E, in a manner that preserves confidentiality while ensuring fairness, control, proper segregation of duties, and reliable recording of the opening process.

19.05 No Bid or Proposal shall be opened before the official submission deadline, and any late submission shall be handled strictly in accordance with the applicable Bidding Documents and Annex E, in a manner that protects fairness, transparency and equal treatment.

19.06 The Bank shall maintain complete and accurate records of the receipt, opening and recording of Bids, Proposals and EOIs, and such records shall form part of the official procurement file in accordance with Annex E and the Bank's applicable record-keeping and document retention requirements.

19.07 Annex E sets out detailed guidance, minimum controls, templates and procedural requirements for conducting the receipt, opening and recording of Bids, Proposals and EOIs, and shall be read and applied together with this Section.

20. EVALUATION AND AWARD OF CONTRACT

20.01 ***Evaluation criteria:*** The evaluation criteria shall be appropriate to the nature, value, complexity and risk of the procurement requirement and shall be designed to enable the Bank to achieve value for money. The evaluation criteria, including any methodology, weighting, minimum threshold, pass-fail requirement or formula to be applied, shall be disclosed in the Bidding Documents. Only the evaluation criteria and methodology disclosed in the Bidding Documents shall be applied in the evaluation of Bids or Proposals.

20.01.1 *Goods, Works and Non-Consulting Services:* In the procurement of Goods, Works and Non-Consulting Services, evaluation may be based on price only where the procurement requirement is simple and clearly specified, or on a combination of price and non-price criteria, including delivery, quality, terms of payment, life-cycle costs, sustainability, risk, innovation, service levels or other factors relevant to value for money. Price shall be included as an evaluation criterion unless the applicable procurement method under these Procedures provides otherwise.

20.01.2 *Consulting Services:* In the procurement of Consulting Services, technical quality shall be the primary determinant of value for money. The evaluation may be based on technical quality alone or on a combination of technical quality and price, depending on the applicable selection method. In all cases, the contract shall be awarded in accordance with the evaluation method and criteria disclosed in the Request for Proposals.

20.01.3 *Evaluators:* The Bank shall ensure that the evaluation is carried out by persons with the requisite technical, procurement, financial and user expertise, as appropriate to the procurement. Each evaluator shall declare any actual, potential or perceived conflict of interest and shall perform his or her duties impartially, confidentially and in accordance with these Procedures.

20.01.4 *Minor to Low Value Goods, Works and Non-Consulting Services*: Where the Contract Value falls within the Minor to Low Value thresholds, the Coordinator of the Procuring Department may conduct the evaluation, in consultation with the end user where appropriate, without establishing a formal Evaluation Committee, provided that the process is properly documented and supports value for money.

20.01.5 *Medium to High Value Goods, Works and Non-Consulting Services:* Where the Contract Value is equal to or exceeds the Medium Value threshold, the Bank shall establish an Evaluation Committee of no fewer than three (3) persons with the requisite expertise to evaluate the submissions. Where the applicable procurement method requires separate technical and financial submissions, the Evaluation Committee shall evaluate the technical submissions first and shall open the financial submissions only of those Bids determined to be substantially responsive.

20.01.6 *Consulting Services Evaluation Committee:* In the procurement of Consulting Services, the Bank shall establish an Evaluation Committee regardless of contract value. The composition and conduct of the Evaluation Committee shall be consistent with paragraph 20.01.5, adapted as necessary to the applicable selection method.

20.01.7 *Composition, appointment and operation of Evaluation Committees:* Evaluation Committees shall be constituted, appointed and operated in a manner that supports independence, impartiality, relevant expertise, transparency, accountability and the perceived integrity of the evaluation process. Their composition shall be proportionate to the value, complexity, risk and subject matter of the procurement and shall include, as appropriate, technical, procurement, financial, operational, end-user and other relevant expertise.

20.01.8 *Applicability of Cross-functional representation:* For procurements within the Medium to High Value thresholds, or that are assessed as High Risk or Complex, the Evaluation Committee shall, as appropriate to the nature of the procurement, include representatives with cross-functional expertise, including technical, end-user, procurement, financial, legal, risk, information security, or other relevant expertise. Any decision not to include cross-functional representation shall be justified in writing and submitted to the CPM for review and recommendation and shall require the approval of the CFO.

20.01.9 *Formal appointment:* Members shall be formally appointed by the CPD before evaluation begins and shall receive or have access to the applicable Bidding Documents, evaluation criteria, evaluation methodology, confidentiality and conflict-of-interest requirements, and any terms of reference or appointment record for the committee.

20.01.10 *Conflict of interest and confidentiality declarations:* Members shall complete any required conflict-of-interest and confidentiality declarations before receiving access to submissions and shall not participate where they have an actual, potential or perceived conflict of interest.

20.01.11 *Independence from award approval:* Persons responsible for approving the procurement outcome or contract award should not ordinarily serve as voting members of the Evaluation Committee unless justified in writing and supported by safeguards to preserve independence and segregation of duties.

20.01.12 Safeguards for reporting: Where reporting, supervisory or other internal relationships between members may create a risk or perception of undue influence, the Procuring Department shall document and apply proportionate safeguards, which may include an independent chairperson, individual scoring before consensus discussions, recording dissenting views, restricting participation in specific evaluation matters, or adding independent or cross-functional members. No member shall seek to improperly influence another member's assessment, scoring or recommendation.

20.01.13 Terms of Reference Appointment Record: Each Evaluation Committee shall operate under documented terms of reference or an equivalent appointment record covering its mandate, membership, roles, chairing arrangements, decision-making approach, confidentiality and conflict-of-interest obligations, documentation standards and reporting requirements.

20.01.14 Recordkeeping and reporting: The committee shall evaluate submissions only against the criteria and methodology disclosed in the Bidding Documents, maintain an auditable record of its work, and submit an Evaluation Report for approval. The appointment record, declarations, evaluation records, clarifications, minutes or notes, dissenting views, Evaluation Report and related approvals shall form part of the procurement record.

20.02 **Preliminary examination:** The Bank shall conduct a preliminary examination of Bids or Proposals to determine whether they are substantially responsive to the requirements of the Bidding Documents and eligible to proceed to detailed evaluation. The preliminary examination shall include a review of material administrative requirements, completeness, eligibility, any required bid security or bid declaration where applicable, and any other mandatory requirements stated in the Bidding Documents. A Bid or Proposal determined not to be substantially responsive shall be rejected and shall not proceed with detailed evaluation.

20.02.1 *Clarifications during preliminary examination:* Clarifications may be sought only in writing and only where necessary to confirm any omissions, administrative matters or ambiguities, or to clarify information already submitted. Clarifications shall not permit any material change to the Bid or Proposal.

20.03 **Detailed evaluation:** The Bank shall conduct a detailed evaluation only of those Bids or Proposals determined to be substantially responsive. The detailed evaluation shall be carried out strictly in accordance with the criteria and methodology disclosed in the Bidding Documents and shall assess, as applicable, the technical, financial, commercial, legal and other non-price criteria relevant to identifying the most advantageous Bid or Proposal.

20.03.1 *Clarifications during detailed evaluation:* During detailed evaluation, the Bank may seek written clarifications in order to better understand the content of a Bid or Proposal, provided that such clarifications do not alter the substance, scope, price, ranking or fairness of the process. All clarification requests and responses shall form part of the procurement record.

20.03.2 *Evaluation report:* The evaluation shall be documented in an Evaluation Report setting out the process followed, the application of the evaluation criteria, the findings of the evaluation, any clarifications requested and received, and the recommendation for contract award or, where permitted under these Procedures, for negotiation with the recommended Bidder or Consultant. The Evaluation Report shall also record the control steps taken to preserve the integrity of the process, including conflict-of-interest and confidentiality declarations, segregation of duties, treatment of clarifications and deviations, assessment of abnormally low or unusually risky Bids or Proposals, integrity due diligence outcomes, and any material risk issues requiring escalation before award.

20.04 **Abnormally Low Bids or Proposals:** Where a Bid or Proposal appears to be abnormally low in relation to the Procurement Requirement, the Bank shall, before rejecting the Bid or Proposal on that basis, request written explanations from the Bidder or Consultant. The request shall identify the aspects of the Bid or Proposal that appear abnormally low and may seek explanations relating to the pricing methodology, technical solution, work plan, staffing, inputs, delivery schedule, compliance with legal or contractual obligations, sustainability requirements, subcontracting arrangements, risk allocation, or any other matter relevant to performance of the Contract. The Bank shall assess the explanations and supporting evidence submitted, taking into account the nature, scope, complexity, risk, and delivery requirements of the Procurement Requirement. A Bid or Proposal may be rejected as abnormally low where the Bank determines that the explanations provided are inadequate, unsupported, or fail to demonstrate that the Bidder or Consultant can perform the Contract for the offered price without compromising quality, performance, compliance, sustainability, or the Bank's contractual and operational requirements. The reasons for accepting or rejecting an abnormally low Bid or Proposal shall be documented in the Evaluation Report.

20.05 **Qualification of the recommended Bidder or Consultant**: Where the procurement or selection method involves prequalification or shortlisting, the qualifications of the Bidder or Consultant identified for contract award shall be revalidated or reverified before Contract award. Where no prequalification was conducted, the Bank shall carry out post-qualification of the recommended Bidder or Consultant against the criteria set out in the Bidding Documents.

20.06 **Negotiations and treatment of Bids exceeding budget:** The Bank may engage in negotiations on price and or non-price matters only where the applicable procurement or selection method permits negotiations under these Procedures. Where all substantially responsive Bids exceed the approved budget or available funding, the Bank shall determine, having regard to the circumstances of the procurement, whether to seek additional budget, revise the scope and re-bid, cancel the procurement, or, where permitted under these Procedures, negotiate with the recommended Bidder or Consultant. No price negotiation shall be undertaken where price is the sole award criterion.

20.07 **Negotiations Safeguards:** Negotiations, where permitted under these Procedures and the Bidding Documents, shall be conducted in a manner that preserves transparency, fairness, equal treatment, confidentiality, and competition.

20.07.1 *Permitted:* Negotiations shall be confined to matters permitted under the applicable procurement or selection method and the Bidding Documents. Subject to that limitation, negotiations may include limited, non-material refinements required to finalise the Contract, provided that such refinements do not change the substance of the Bid or Proposal or the basis of evaluation. Matters that may be refined may include implementation arrangements, delivery schedules, work planning, reporting arrangements, staffing deployment, payment schedules, risk mitigation measures, and contract administration details. Negotiations shall not modify the procurement objective, essential scope, minimum requirements, evaluation criteria, evaluation methodology, scoring, ranking, recommended award outcome, or any other element that would affect fairness transparency, equal treatment, competition, or value for money.

20.07.2 *Not permitted:* Negotiations shall not be used to cure a non-responsive Bid or Proposal, introduce material changes after the submission deadline, improve a Bidder's or Consultant's competitive position, reopen the evaluation, alter the disclosed evaluation criteria or methodology, change the ranking or outcome of the evaluation, or otherwise undermine fairness, transparency, equal treatment, competition, or value for money, except to the extent expressly permitted under the applicable procurement or selection method.

20.07.3 *Documentation and Authority to Negotiate:* The Procuring Department shall document the authority for negotiation, the matters negotiated, the participants, the outcome, and any agreed changes.

20.07.4 *Treatment of Material Deviations:* Where negotiations are permitted under these Procedures, the Procuring Department shall consult the CPO as early as possible where the negotiations may:

(i) affect contractual terms,

(ii) affect data protection, confidentiality, information security, or other material compliance or control requirements; or

(iii) involve a material deviation from the Bidding Documents.

Where negotiations are permitted under these Procedures and may affect material contractual terms, including risk allocation, legal obligations, governing law, remedies, liabilities, data protection, confidentiality or information security, the Procuring Department shall consult the Chief Procurement Officer (CPO) as early as reasonably practicable and, in any event, before commencing negotiations with the Bidder. The CPO shall consult the Legal Department where the proposed negotiations may affect legal or contractual matters or otherwise require legal advice.

Any procurement or legal advice received shall be addressed before negotiations are concluded, and the outcome shall be documented in the procurement record.

20.08 **Standstill period, where applicable**: Where a standstill period applies under these Procedures, the Bank shall proceed in accordance with the Section on Standstill Period before awarding the contract. Where a standstill period does not apply, the Bank may proceed to contract award following completion of the evaluation and approval process.

20.09 **Award of contract:** Where price is the sole evaluation criterion, the contract shall be awarded to the lowest-priced Bid that is substantially responsive to the requirements of the Bidding Documents. Where both price and non-price criteria are applied, the contract shall be awarded to the Bid or Proposal that is determined to be the most advantageous in accordance with the evaluation criteria and methodology disclosed in the Bidding Documents. The Procuring Department shall ensure that the resultant contract reflects the requirements of the Bidding Documents, the accepted Bid or Proposal, and the outcome of any permitted negotiations.

20.10 **Bid Validity Period and Extensions:** Where evaluation, approval, standstill, complaint review, or award is expected to extend beyond the bid validity period, the Procuring Department shall act in accordance with Section 12 on bid validity extensions before the validity period expires.

20.11 **Suspensive clause or conditional award:**

20.11.1 *Permitted use:* In appropriate circumstances, the Bank may issue an award or proceed to Contract execution subject to a suspensive clause or other clearly stated condition precedent, including where Contract effectiveness is subject to confirmed budget availability, completion of internal approvals, receipt of required no-objection or legal clearance, execution of related financing or donor arrangements, or satisfaction of another objective condition that is material to the award or effectiveness of the Contract.

20.11.2 *Exceptional nature:* Use of a suspensive clause shall be exceptional and shall not be used to avoid proper procurement planning, budgeting, approval requirements, evaluation requirements, or compliance with these Procedures.

20.11.3 *Requirements for Suspensive Conditions:* Any suspensive condition or condition attached to a conditional award shall be specific, objective, time-bound, capable of verification, and, unless otherwise disclosed in the Bidding Documents, outside the control of the successful Bidder or Consultant. A suspensive condition shall not be used to permit a material change to the Bid or Proposal, waive a material requirement of the Bidding Documents, or cure material non-compliance after evaluation.

20.11.4 *Approval, consultation and documentation:* The proposed use of a suspensive clause or conditional award, including the justification, the specific condition, deadline for satisfaction, evidence required to confirm satisfaction, consequences of non-satisfaction, and any related risk allocation, shall be documented in the procurement record and approved in accordance with the applicable Authority Limits before the award is communicated or the Contract is executed. Where the suspensive clause or conditional award may affect Contract terms, legal obligations, risk allocation, liability, remedies, legal clearance, or Contract effectiveness, the Procuring Department shall consult the CPO and the Legal Department as early as reasonably practicable and before the award is communicated or the Contract is executed.

20.11.5 *Disclosure:* The relevant suspensive condition shall be disclosed in the Bidding Documents.

20.11.6 *No performance before effectiveness:* No work shall commence, no delivery obligation shall arise, and no payment obligation shall be incurred by the Bank until the suspensive condition has been satisfied and the Bank has issued written confirmation that the Contract is effective, unless the Contract expressly provides otherwise and the related expenditure has been approved in accordance with the applicable Authority Limits.

20.11.7 *Bid validity:* Bid validity shall remain in force, or be validly extended in accordance with these Procedures, until the suspensive condition is satisfied, the conditional award is withdrawn or cancelled.

20.11.8 *Failure to satisfy suspensive condition:* Where a conditional award is made subject to the successful Bidder or Consultant satisfying one or more specified suspensive conditions that comply with Section 20.11.3, and the successful Bidder or Consultant fails to satisfy such condition or conditions within the stated period, the Bank may withdraw or cancel the conditional award without liability, except to the extent expressly provided in the Bidding Documents or Contract and approved in writing.

20.11.9 *Recordkeeping:* The procurement record shall include the justification for the use of the suspensive clause or conditional award, the specific condition, deadline for satisfaction, approvals, communications with the successful Bidder or Consultant, evidence of satisfaction or non-satisfaction of the condition, any decision to extend the stated period, and the final decision to proceed, extend, withdraw, or cancel.

21. STANDSTILL PERIOD

21.01 **Applicability:** The Bank shall apply a standstill period in the procurement of Goods, Works and Non-Consulting Services where the Contract Value falls within the Medium to High Value thresholds, and in the procurement of Consulting Services where the applicable selection method is Quality and Cost-Based Selection (QCBS), unless an exception under paragraph 21.05 applies. The standstill period shall commence upon transmission of the Notice of Intention to Award.

21.02 **Notice of Intention to Award:** Once the Bank has reached a decision to award a contract to a recommended Bidder or Consultant, it shall promptly issue a Notice of Intention to Award (NIA) to all participating Bidders or Consultants. The Notice of Intention to Award shall identify the recommended Bidder or Consultant, inform recipients whether they were successful, state the duration of the standstill period, and advise recipients of their right to request a debriefing and to submit a procurement-related complaint in accordance with these Procedures.

21.03 **Duration and effect of the standstill period:** The standstill period shall be ten (10) Business Days from the date of transmission of the Notice of Intention to Award. The Bank shall not award the contract before the expiry of the standstill period.

21.03.1 *Requests for debriefing:* An unsuccessful Bidder or Consultant may request a debriefing in writing within five (5) Business Days of the date of transmission of the Notice of Intention to Award. The Procuring Department shall provide the debriefing as soon as reasonably practicable and, in any event, within seven (7) Business Days of receiving the request. A debriefing shall not result in the disclosure of confidential information, commercially sensitive information, or information that would prejudice the fairness or integrity of the procurement process.

21.04 **Complaints during standstill:** Where the Bank receives a procurement-related complaint during the standstill period, the Bank shall not proceed to award the contract until the complaint has been considered and resolved in accordance with the Section on Review of Procurement-Related Complaints. Where no complaint is received during the standstill period, the Bank may proceed to contract award upon expiry of the standstill period.

21.05 **Exceptions:** A standstill period shall not apply where only one Bid or Proposal is submitted in a competitive procurement process; where the applicable method is QBS, FBS, LCS, CQS, ICS or Direct Selection; for call-off contracts under a Framework Agreement; or in exceptional circumstances, including emergency procurement in response to a natural disaster or other urgent event where delay would not be in the interests of the Bank.

22. CANCELLATION OF PROCUREMENT PROCEDURES

22.01 The Bank may cancel a procurement procedure at any time before contract award where cancellation is justified and consistent with the Corporate Procurement Principles. Circumstances that may justify cancellation include, without limitation:

(a) where the procurement requirement is no longer needed or has materially changed;

(b) the approved budget or funding is unavailable or insufficient;

(c) all Bids or Proposals are non-responsive, unacceptable, abnormally low or otherwise fail to meet the requirements of the Bidding Documents;

(d) the prices received materially exceed the approved budget and no permissible or value-for-money resolution is available;

(e) there is insufficient competition or evidence that the procurement process has not produced an outcome that supports value for money;

(f) a material error, ambiguity or omission in the Bidding Documents or process could affect fairness, transparency or equal treatment;

(g) a complaint, integrity concern, conflict of interest, prohibited practice, confidentiality breach or other procedural irregularity materially affects or may affect the integrity of the process; or

(h) other exceptional circumstances arise that make it no longer in the Bank's interest to continue the procurement.

22.02 *Justification and approval:* The decision to cancel shall be supported by a written justification prepared by the Procuring Department, reviewed by the CPO where the procurement is within the Medium to High Value thresholds or is High Risk or Complex, and approved in accordance with the applicable Authority Limits before notification is issued to Bidders or Consultants.

22.03 *Escalation and consultation:* Where the cancellation relates to a material legal issue, contractual risk, complaint, integrity matter or potential liability, the Procuring Department shall consult the CPO, the Legal Department and, where applicable, ICA before the decision is finalised.

22.04 *Notification:* The notification of cancellation shall be issued in writing to all participating Bidders or Consultants, or published in the same manner as the procurement opportunity where publication is appropriate, and shall state that the procurement has been cancelled and provide a brief reason for cancellation, without disclosing confidential, commercially sensitive or integrity-sensitive information.

22.05 *No entitlement:* Cancellation shall not create any entitlement to contract award or compensation for costs incurred in preparing or submitting a Bid or Proposal, except where expressly provided in the Bidding Documents or approved in writing by the Bank.

22.06 *Effect on NIA/standstill:* Where a Notice of Intention to Award has been issued but the Contract has not yet been awarded, cancellation shall withdraw the Notice of Intention to Award and terminate the standstill process, subject to the resolution of any procurement-related complaint in accordance with Section 23 where applicable.

22.07 *Recordkeeping:* The procurement record shall include the reasons for cancellation, approvals obtained consultations undertaken, notifications issued, any related complaints or integrity referrals, and any decision to revise, re-bid, re-scope, or discontinue the procurement requirement.

23. REVIEW OF PROCUREMENT-RELATED COMPLAINTS

23.01 All Bidders and Vendors in procurement proceedings conducted under the Procedures have the opportunity to submit a complaint and to request that the Bank reviews their complaint in accordance with the procedures defined in the Procedures below:

23.01.1 *First Instance:* A complaint that a Bidder or Vendor submits in writing in relation to procurement conducted by the Bank shall, in the first instance, be reviewed by the Coordinator of the Procuring Department (CPD). The CPD shall formulate a response to the Bidder within five (5) Business Days and contact the CPO for consultation to formulate such response. If no response from the Bidder or Vendor has been received subsequently within ten (10 Business Days, then the complaint may be considered resolved.

23.01.2 *Escalation to the Procurement Review Committee:* Where, following review by the responsible CPD, the Bidder or Vendor remains dissatisfied with the Bank's response and requests within ten (10) Business Days a further review, such review shall be conducted by the Procurement Review Committee (PRC) of the Bank.

23.01.3 *Procurement Review Committee:* The PRC shall be chaired by the Vice President, Corporate Services or its delegate - who shall be the Chairperson of the PRC - and who nominates a representative from the Finance Department and the Legal Department, and may also include other nominees as applicable to avoid any conflict of interest. It shall also include the CPM. The PRC shall bring the matter to resolution within twenty-one (21) Business Days from the date of receipt of the escalated complaint. The PRC shall make a recommendation as to the resolution of the complaint and the Chairperson shall communicate the resolution to the Bidder or Vendor.

23.01.4 *Integrity & Prohibited Practices Related Complaints:* In accordance with the Bank's Integrity and Ethics Policy all complaints that alleged integrity violations shall be reported to the Office of Integrity, Compliance and Accountability (ICA).

24. PUBLICATION OF CONTRACT AWARD NOTICES

24.01 *Notice of Intention to Award:* Except for situations noted in 24.04, a NIA letter shall be issued by the Bank, in the form as available on the CPSP, directly to all participating Bidders following a competitive bidding process that starts the "Standstill Period" for:

(a) Goods, Works and NCS for Contract Values within the Medium to High Threshold; and

(b) Consulting services, for only the QCBS method at the Threshold identified in Annex A.

24.02 Once a standstill period has closed and any complaints resolved, the Bank shall issue a Contract Award Notice (CAN) in accordance with Section 24.03;

24.03 *Issuance of Contract Award Notice:* The Bank shall issue a CAN in the form as available on the CPSP, on its external website, within seven (7) Business Days of the award of the Contract for Goods, Works and Services, including the QCBS where a standstill period has been applied and for all QBS methods.

24.04 *Exception:* A CAN shall not apply where only one Bid is submitted in a competitive procurement process, where the ICS method or Direct Selection /procurement method is used, for call-off processes among Bidders under a Framework Agreement (FA), or in exceptional cases, such as where the Bank engages in procurement in response to a natural disaster or national emergency.

25. CONTRACTS AND FRAMEWORK AGREEMENTS

25.01 *Purpose:* A Contract is the binding instrument by which the Bank acquires Goods, Works or Services. This Section sets out the Bank's core rules on contract structures, bases of payment, purchase orders, Framework Agreements, call-off contracts, and signing and execution requirements. Detailed guidance on bases and terms of payment for Procurement Requirements is set out in Annex F.

25.02 Types of Contracts: Depending on the nature of the requirement, the Bank may select the applicable bases of payment, including lump sum, unit price, performance-based, cost reimbursable and time-based contracts and related contract documents including, purchase orders, Framework Agreements and call-off contracts, or such other contract form as may be approved under these Procedures. The circumstances for use and key features of each are set out in this Section. The applicable payment basis for each contract form shall be determined in accordance with the nature of the requirement and, where relevant, Annex F.

25.02.1 Lumpsum Contracts are generally appropriate where the scope, specifications, Terms of Reference, deliverables and completion schedule can be defined with sufficient precision at the outset.

25.02.2 Time-based Contracts are generally appropriate where the assignment depends on professional effort over time, where the services cannot be fully defined in advance or where the Bank requires flexibility in the deployment of expert inputs.

25.02.3 Purchase Orders may be used for routine, lower-value or standard requirements where a full-form contract is not necessary, provided that the purchase order clearly identifies the subject matter, price, delivery terms and any essential conditions.

25.02.4 The selected contract structure shall be proportionate to the procurement requirement and consistent with the applicable procurement or selection method, the intended pricing basis, and the need to manage performance, risk, change and payment.

25.02.5 For Contracts involving the supply of Goods, the Bank shall specify the applicable delivery term, where relevant, using the appropriate Incoterms rule. Additional guidance on the use of Incoterms is set out in Annex G.

25.02.6 Other contract forms may be used where the nature of the requirement, risk profile, market practice or legal considerations justify a different structure, provided that the selected form remains consistent with these Procedures and any required approvals are obtained.

25.03 Signing Authority and Execution: Contracts, purchase orders, Framework Agreements and call-off contracts shall be approved and signed only by officers authorised under the current Authority Limits and applicable designation instruments issued by the Bank from time to time.

25.03.1 No Contract, purchase order, Framework Agreement (FA) or Call-off Contract shall bind the Bank unless it has been approved and executed in accordance with the applicable Authority Limits and designation instruments.

25.03.2 Where required by the applicable threshold, complexity, risk or standard form, Contracts shall be reviewed by the Legal Department before signature.

25.03.2.1 Where a Contract, purchase order, Framework Agreement or Call-off Contract is subject to a suspensive clause or other condition precedent under Section 20.11, the instrument shall not become effective, and no work, delivery obligation or payment obligation shall arise, until the relevant condition has been satisfied and the Bank has issued written confirmation of effectiveness, unless expressly provided otherwise in accordance with Section 20.11 and the applicable Authority Limits.

25.04 *Purpose of Framework Agreements:* A FA is an agreement between the Bank and one or more Vendors that establishes the terms and conditions that will govern any Contract awarded during the term of the FA (a Call-off Contract). Procuring Departments may put in place FAs with eligible Vendors relevant to the Department's areas of work.

25.05 *Process to Establish an FA:* During the Procurement Planning stage, the Bank may identify potential Procurement Requirements that meet the conditions under Section 25.11. Based on the estimated budget, the Bank shall determine the appropriate procurement or selection method under these Procedures and the potential Vendors for award of an FA.

25.06 *Closed Invitations:* A closed Framework Agreement is limited to the Vendors admitted when the FA is established. No new Vendors may be added during its term. Call-off contracts shall be awarded only among those Vendors in accordance with the FA.

25.07 *Open Invitations:* An open Framework Agreement allows new Vendors to be admitted during its term in accordance with the conditions set out in the invitation and FA documents. Newly admitted Vendors may participate only in future call-off contracts. Invitations to express interest in joining such FAs may be advertised on the Bank's external website when the FA is first established and should be republished at least annually thereafter.

25.08 *Terms and Conditions of FA:* The terms and conditions will usually include the fee rate, charge rate or pricing mechanism. FAs may be established for any anticipated procurements, as and when required, over a specified period of time. A FA does not commit either party to execute a Procurement Requirement. The pricing and payment arrangements under an FA and any resulting call-off contract shall, where applicable, be be structured consistently with Annex F.

25.09 *Principles:* Once established, an FA provides a fast and efficient way to procure Goods, Works, or Services. A multi-vendor FA allows the Bank to select from several Vendors, helping to ensure that each procurement represents the best VfM.

25.10 *Call-off Contracts under Multi-Vendor FAs:* Where a Framework Agreement is awarded to more than one Vendor, the FA shall specify the method for selecting the Vendor for each call-off contract. The

Bank may award a call-off contract directly where the FA establishes a ranking, fixed pricing, or another objective basis for selection. The Bank may also select among FA Vendors based on objective criteria stated in the FA, such as price, availability, capacity, delivery time, or other relevant non-price factors. Where the FA does not establish all terms for direct award, the Bank shall conduct a further competition among the relevant FA Vendors, including by means of a request for quotation, before awarding the call-off contract. Pricing and payment terms for each call-off contract shall be consistent with the applicable FA and, where relevant, Annex F.

25.11 Conditions: FAs may be appropriate for the procurement of Goods, Works or Services under the following conditions:

(a) where frequent reordering is based on the same or similar requirements or set of specifications;

(b) where different Departments procure the same Goods, Works, or Services and aggregating their demand could lead to volume discounts;

(c) where no single Bidder is considered to have sufficient capacity to meet all the Bank's Procurement Requirements; or

(d) in exceptional cases, such as planning for or responding to a natural disaster or national emergency, where the need for the subject matter of the procurement is urgent;

25.11.1 An FA may be awarded to a single Vendor or to multiple Vendors. Where an FA is awarded to a single Vendor, call-off contracts may be placed in accordance with the terms and pricing arrangements established in the FA.

25.11.2 The invitation and FA documents shall specify, as applicable, the scope, duration, participating Departments, pricing basis, method for placing Call-off Contracts, any ranking or re-opening of competition mechanism, and any rules governing the admission of new Vendors in the case of an open FA.

25.11.3 Where further competition is conducted among FA Vendors, the Bank shall apply the procedures stated in the FA in a manner that preserves fairness, transparency, and value for money.

25.12 Where the Bank has put in place an FA for a given type of Goods, Works or Services, all Departments are required to procure exclusively through that FA.

26. CONTRACT MANAGEMENT

26.01 The Procuring Department shall effectively manage the resultant contract ensuring that:

26.01.1 contracts shall be proactively managed throughout their duration to ensure that the performance of the Vendor is satisfactory;

26.01.2 all parties to the Contract meet their obligations;

26.01.3 contractual risks are effectively managed;

26.01.4 disputes are managed in accordance with the provisions of the Contract and the Legal Department is made aware of any substantive issues which may result in litigation or other legal proceedings;

26.02 Enhanced Contract Management for Higher-Risk Contracts: For critical, high-risk, outsourced or recurrent contracts, the Procuring Department shall establish proportionate contract management arrangements, including a named contract owner, Key Performance Indicators (KPIs) / Key Risk Indicators (KRIs), deliverable acceptance controls, change and variation control, monitoring of subcontractors where applicable, incident/near-miss reporting, issue escalation, periodic performance reviews, and documented closure of remedial actions. Material contract failures, control breaches or vendor incidents shall be reported to the CPO and, where operational risk thresholds are met, to ORM in accordance with the ORMP.

27. DISPOSAL OF ASSETS

27.01 *Disposal of Fixed Assets:* Disposal of fixed assets shall be carried out in accordance with the CDB Financial Rules, as amended from time to time by the Board of Directors, and as per guidance made available in Annex D of these CPP.

27.02 *Sustainable Procurement of Assets with Environmentally Responsible Disposal:* At the procurement planning stage, the Bank shall consider sustainable end-of-life management, including life cycle costing, reuse potential, and disposal requirements. Contracts shall, where feasible, include supplier take-back or end-of-life asset recovery obligations, including buy-back arrangements or other Extended Producer Responsibility (EPR) measures, where applicable. Where assets become surplus, the Bank shall first consider redeployment, auction or donation; where no further use is feasible, assets shall be disposed of through environmentally responsible methods, including recycling or certified disposal, in accordance with applicable national or industry rules and standards.

28. MONITORING, RECORD-KEEPING, AND REPORTING

28.01 *Monitoring:* The design of the procurement process shall provide for adequate oversight to ensure compliance with these Procedures and to support the achievement of value for money and the Corporate Procurement Principles.

28.02 *Record Keeping:* The Bank shall keep written records of all procurement proceedings in accordance with the Bank's Document Retention Policy. The minimum contents of the record of a procurement proceeding shall be as prescribed by Finance in accordance with the Corporate Procurement Process and Documentation Audit Checklist as available on the CPSP. All procurement-related communications between the Bank and Vendors shall be conducted in writing.

28.03 *Reporting:*

28.03.1 *Spend Analysis:* At the time of preparing these CPP, Procurement Spend Analysis can be conducted using expenditure data extracted from CDB's accounting system, with account codes serving as the primary means of categorising purchases of goods, works, and services. This data can be consolidated and analysed to identify spending patterns, supplier concentration and areas where purchasing is fragmented. The objective of Spend Analysis is to strengthen strategic procurement planning, highlight opportunities for cost savings and improved sourcing, including consolidation and framework agreements, enhance transparency, and support compliance with procurement policies and thresholds across all procurement categories.

28.03.2 *Operational risk reporting:* Procuring Departments, with support from the CPO, shall maintain procurement risk and control information sufficient to support periodic reporting on material procurement risks, exceptions and control trends. At a minimum, reporting should capture direct selection and waiver usage, threshold exceptions, indicators of procurement splitting, late or cancelled procurements, complaints, vendor concentration, overdue contract reviews, significant contract variations, integrity red flags, operational incidents/near misses and overdue management action plans. Material issues shall be escalated through the Bank's operational risk reporting channels in accordance with the ORMP.

28.03.3 *Other Reporting:* The Bank may prepare such other reports as may be necessary to assess the effectiveness of these Procedures as they are operationalised, including lessons learned, implementation challenges, compliance trends, and opportunities for improvement.

29. ORGANISATIONAL ARRANGEMENTS

29.01 *Purpose of the CPO:* The CPO, headed by the CPM and supported by such procurement, administrative, or other supporting roles as the Bank may designate from time to time, serves as a central advisory and governance function for procurement undertaken by the Bank in its capacity as a corporate entity. Situated within the Finance Department, the CPO provides procurement policy guidance, advice on the interpretation of the CPP, and advisory support to Procuring Departments, tools, quality challenge and compliance monitoring for corporate procurement to promote compliance, consistency, and value for money.

29.02 *CPO Interpretation and Specialist Consultation:* The CPO's advice on interpretation and application of the CPP relates to corporate procurement matters and does not displace the authority, mandate, or specialist advice of other Bank departments or control functions. Where the interpretation or application of a provision of the CPP involves legal rights or obligations, contractual risk, operational or enterprise risk, information security, data protection, financial controls, human resources matters, integrity issues, sustain sustainability, facilities, technology, or another specialised subject matter, the Procuring Department and the CPO shall consult, and where applicable obtain advice or clearance from, the relevant department or function, including the Legal, ORM, HR, ICA, Finance, ITSD, or other relevant specialists.

29.03 *Operating Model:* Operational responsibility for procurement remains with individual Procuring Departments. The Bank operates a decentralised corporate procurement model in which Coordinators of Procuring Departments (CPDs) are responsible for planning and conducting their procurement activities and managing their Contracts in accordance with these CPP, with central governance and advisory support provided by the CPO. CPDs shall consult with the CPO for Contract Values within the Medium to High Value thresholds or where the procurement is deemed High Risk or Complex.

29.04 *Three-line Governance Alignment:*

(a) Procuring Departments are accountable as first-line risk owners for identifying, assessing, managing and recording procurement and contract risks;

(b) ORM provides independent second-line operational risk oversight and challenges for material procurement, outsourcing and third-party risks, including review of significant incidents, control weaknesses and risk appetite/tolerance breaches; and

(c) Internal Audit Division (IAD) provides independent assurance in accordance with its mandate.

29.05 *Responsibilities:* Authority to conduct procurement is delegated to Procuring Departments of the Bank, according to their respective areas of responsibility. Some examples include:

(a) procurement of information technology, including hardware, software and services, which is carried out by the Information Technology Solutions Department on behalf of the entire Bank;

(b) procurement of routine maintenance works of facilities and security services, and procurement of items such as stationery supplies and other operational office consumables, which is carried out by the appropriate Units within the Administration Services Division;

29.06 The CPD is responsible for ensuring that the Department carries out all procurement in accordance with these Procedures and the prevailing Authority Limits governing the award of Contracts. Procuring Departments, as appropriate, can liaise with other CDB Departments to obtain technical support and advice with specific procurements, including facilitating the effective evaluation of Bids.

29.07 Finance Department shall prescribe the use of electronic procurement systems and standard forms of procurement documentation as available on the CPSP and as may be updated from time to time to be used in corporate procurement processes.

30. REVIEW, MAINTENANCE AND AMENDMENT OF THE CPP

30.01 *Ownership and maintenance:* The CPO shall be responsible for coordinating the maintenance, periodic review and updating of these Procedures and their annexes, in consultation with relevant Bank departments and control functions. The CPO shall monitor implementation experience, procurement data, audit findings, complaints, operational risk information, changes in applicable Bank policies, changes in market practice, and lessons learned in order to identify whether updates are required.

30.02 *Periodic review:* These Procedures, including the annexes, shall be reviewed at least every three years, or earlier where required by a material change in the Bank's governance framework, legal or regulatory requirements, procurement risk profile, operational needs, audit or assurance findings, or other circumstances that may affect the continued effectiveness of the CPP.

30.03 *Amendments and annex updates:* Amendments to these Procedures or their annexes shall be prepared or coordinated by the CPO and supported by a written explanation of the proposed change, the reason for the change, the sections or annexes affected, any implementation impact, and any consultation undertaken. Amendments to substantive requirements, including procurement methods, thresholds, approval requirements, eligibility, integrity, complaints, standstill, contract award, contract management, or organisational responsibilities, shall be approved in accordance with the governance authority applicable to these Procedures. Technical, administrative or template updates that do not change substantive rights, obligations approval requirements or procurement principles may be approved by the CPO, unless the relevant annex or governance instrument requires higher approval.

30.04 *Consultation:* Where a proposed amendment affects the mandate or area of expertise of another department or control function, the CPO shall consult the relevant function before the amendment is finalised. Such consultation may include, as applicable, the Legal Department, ORM, ICA, Finance, Human Resources, ITSD, Facilities Management, Sustainability or other relevant specialists. Where an amendment affects Authority Limits, budgetary controls, legal rights or obligations, operational risk, integrity matters, information security data protection, human resources matters or other specialised areas, the relevant advice or clearance shall be obtained before approval.

30.05 *Version control and communication:* The CPO shall maintain a version history for the CPP and annexes, identifying the version number, date of issue, summary of changes, approval authority and effective date. Approved amendments shall be communicated to relevant Bank staff and made available through the CPSP or other authorised repository. Where appropriate, the CPO shall provide implementation guidance, updated templates, transitional arrangements, or training to support consistent application of the revised requirements.

30.06 *Transitional application and recordkeeping:* Unless otherwise specified in the approved amendment, amendments to the CPP shall apply from their effective date and shall not ordinarily affect procurement processes that have already commenced, except where required to address a legal, integrity, operational risk, control or other material issue. The CPO shall retain records of review activities, amendment proposals, consultations, approvals, communications and implementation actions as part of the governance record for these Procedures.

31. AUTHORITY

31.01 The Procedures are issued under the authority of the President and approved by the Strategic Advisory Team; management of these CPP is delegated to the CFO.

31.02 The effective date of these CPP is August 1st 2026 and shall apply to all corporate procurement procedures commenced on or after the Effective Date.

31.03 Corporate procurement procedures commenced before the Effective Date shall continue to be governed by the procedures applicable at the time they were initiated, unless otherwise determined by the Corporate Procurement Office.

31.04 These Corporate Procurement Procedures are to be reviewed and updated from time to time or, at least every three (3) years.

ANNEXES

ANNEX A - CORPORATE PROCUREMENT THRESHOLDS

1. PURPOSE

1.01 This Annex sets out the Corporate Procurement Thresholds and corresponding procurement and selection methods applicable to the procurement of goods, works, non-consulting services, and consulting services. It establishes a framework that links estimated contract value to the appropriate procurement or consultant selection method, bid structure, and receipt and opening procedures, consistent with CDB's Corporate Procurement Procedures (CPP) and principles.

2. KEY RULES

2.01 Framework Agreements (FA): Where procurement is conducted to establish an FA, it shall be established in accordance with the applicable procurement / selection method and thresholds. Contract call offs, including selecting from multi provider holders of FAs, shall comply with the terms, limits, and procedures of the FA and the CPP Section 24.

2.02 Splitting of Procurement: In accordance with CPP Section 10.06, PDs must not divide or phase a procurement requirement into multiple smaller contracts, or otherwise reduce the scope, specifications, Terms of Reference or quality of the requirement, in order to keep the contract value below a competitive threshold or avoid a procurement / selection method.

2.03 Direct Selection Method for Minor Value Contracts: Where Direct Selection method is applied for the Procurement of Goods, Works and Services, the Contract Value of the Procurement Requirement, when aggregated with other Minor Value Procurement Requirements of the same type by the same Procuring Department in the same fiscal year, **shall not exceed the cumulative value of USD25,000**.

2.04 Procurement Requirements that are similar in nature, recurring, or reasonably foreseeable must be consolidated and procured using the appropriate method based on the total estimated value (e.g., bulk purchase or a Framework Agreement).

3. ABBREVIATIONS AND ACRONYMS UNDER THIS ANNEX

Acronym	Full Term		Acronym	Full Term
CDB	Caribbean Development Bank		LCS	Least Cost Selection
CPP	Corporate Procurement Procedures		NCS	Non-Consulting Services
CQS	Selection Based on the Consultants' Qualifications		OPP	Online Published Pricing
CV	Curriculum Vitae		PD	Procuring Department
DS	Direct Selection		QBS	Quality-Based Selection
ERA	Electronic Reverse Auction		QCBS	Quality and Cost-Based Selection
FA	Framework Agreement		REOI	Request for Expressions of Interest
FBS	Fixed Budget Selection		RFP	Request for Proposals
ICS	Individual Consultant Selection		RFQ	Request for Quotations
IFB	Invitation For Bid		USD	United States Dollars

4. CATEGORY: GOODS, WORKS, AND NON-CONSULTING SERVICES

4.01 For Goods, Works, and Non Consulting Services, estimated contract values shall be interpreted within graduated value bands to guide the selection of the appropriate procurement method, level of market access, and process structure, as set out in Table 1 below. These value bands are intended to ensure proportionality, competition, and appropriate approval rigor.

Table 1: Corporate Procurement Value Continuum and Applicable Methods for Goods, Works and Non Consulting Services

Value Category	Contract Value (USD)	Procurement Method[1]	Market Access[2]	Procurement Document Type / Tool	Process Structure
High Value	≥ 300,000	IFB	Open	IFB Notice & Bidding Document	1 or 2 stages; 1 or 2 envelopes
Medium Value	> 150,000 – < 300,000	IFB	Restricted	IFB Letter & Bidding Document	1 stage, 1 or 2 envelopes
Low Value	≥ 10,000 – ≤ 150,000	RFQ	Restricted	RFQ	1 stage, 1 envelope
		OPP	Restricted	OPP	Online quote evidence: Screenshots
Minor Value[3]	< 10,000	DS3	Single Vendor	Written or verbal request with bidder confirmation in writing; use of corporate credit card	As applicable

Table 2: Corporate Procurement Value Continuum using Electronic Reverse Auction for Goods

Value Category	Contract Value (USD)	Procurement Method	Market Access	Procurement Document Type / Tool	Process Structure
Low-High Value	≥ 10,000 - ≥ 300,000	ERA[4]	Restricted or Open	e-Contract	Time limited bidding period

5. CATEGORY: CONSULTING SERVICES

5.01 For Consulting Services, contract values shall be interpreted in indicative value and risk categories to guide the use of the appropriate Consultant selection method, level of competition, and process structure, as set out in Tables 2 and 3 below. Unlike Goods, Works, and Non-Consulting Services, the selection of

Note:

1/ There shall be no deviation from a prescribed procurement method for Goods, Works and Non-Consulting Services except as described in the CPP Section 15.07.

2/ For the purposes of this procurement, a minor value requirement is defined as less than US$10,000 per individual purchase or contract. The Direct Selection (DS) limit is less than US$10,000 per purchase/contract; amounts above this threshold may not be justified on the basis of minor value. In addition, the aggregate limit in Section 2.03 of this Annex applies. Country Offices are encouraged to apply competitive procurement methods based on the risk level operating within the location;

3/ Use of Direct Selection above the Minor Value threshold requires documented justification and approval in accordance with the CPP Section 15.07. For the Haiti Country Office, any Contract Valued over USD5,000, the Coordinator of the Procurement Department, shall seek the authority to commence a procurement process from its Country Representative.

4/ ERA must be conducted in accordance with the CPP Sections 14.01–14.02 and 15.06.

Consultants is driven primarily by the nature, complexity, and risk of the assignment, with emphasis on the quality of expertise required rather than contract value alone.

5.02 Consulting Services may be procured from consulting firms or individual consultants, each subject to distinct selection approaches. Direct Selection may be applied only at minor value or risk levels and, where used above the minor value threshold, shall require documented justification and approval. All other consulting assignments shall normally be procured through competitive selection processes, including proposal or qualifications-based methods, as applicable

A. Consulting Firms

Table 3: Corporate Procurement Value Continuum and Applicable Selection Methods for Consultants – Firms

Category	Indicative Contract Value (USD)	Selection Method	Market Access	Procurement Document Type / Tool	Process Structure
High Risk / Complex / Strategic	As applicable	QCBS[5] / QBS	Shortlist via Open REOI	REOI → RFP	1 stage, 2 envelopes (Technical / Financial)
Standard Consulting	As applicable	QCBS / FBS / LCS	Shortlist via Open REOI	REOI → RFP	1 stage, 2 envelopes (Technical / Financial)
Selection Based on the Consultants' Qualifications	As applicable	CQS	Restricted or Previously Shortlisted via Open REOI	Limited / REOI → Negotiation (no full RFP)	Qualifications evaluation + negotiation
Minor Value	< 10,000	DS[6]	Single firm	Written confirmation: Contract / Email / Letter of Engagement	1 stage

B. Individual Consultants

Table 4: Corporate Procurement Value Continuum and Applicable Selection Method for Consultants - Individuals

Category	Indicative Contract Value (USD)	Selection Method	Market Access	Procurement Document Type / Tool	Process Structure
Individual Consultants[7]	As applicable	ICS[8] / DS[9]	Single or Restricted or Shortlist via Open via REOI	IC REOI / CV Review / Contract	CV evaluation + negotiation

Note:

5/ A Standstill period shall apply for QCBS method where the value is over USD150,000, in accordance with CPP Sections 16.04.1.7 - 16.04.1.9, 21 and 24.

6/ Use of Direct Selection above the Minor Value threshold requires documented justification in accordance with CPP Section 16.04.2.2. In addition, the aggregate limit in Section 2.03 of this Annex applies.

7/ An Individual Consultant (IC) is a natural person (physical individual) contracted in their personal capacity to provide specialized advisory, professional, or technical services.

8/ ICS shall not be used for legal entities, firms, partnerships, or incorporated bodies. The use of this Annex does not apply to Contracts as outlined in the CPP Section 3.01 (c). The use of ICS under the CPP applies only to non staff individual consultants engaged directly by the Bank and managed by the Procuring Department, in accordance with the applicable approval and justification requirements.

9/ Use of Direct Selection requires documented justification in accordance with CPP Section 16.05.7. In addition, the aggregate limit in Section 2.03 of this Annex applies.

ANNEX B - PROHIBITED PRACTICES AND OTHER INTEGRITY RELATED MATTERS

1. CDB has a Strategic Framework for Integrity, Compliance and Accountability that articulates CDB's adherence to the highest standards of integrity, ethics and accountability with zero tolerance for fraud, corruption, money laundering, terrorist financing and similarly corrosive conduct. CDB requires that Bidders (including Proposers, Suppliers, Subsuppliers, Contractors, Subcontractors, Service Providers, Consultants, and Subconsultants), bound by special provisions pursuant to CDB's contracts procured under the CDB Corporate Procurement Procedures (CPP), as well as their respective officers, employees and agents, observe the highest standard of integrity during the procurement and/or the execution of CDB's contracts and refrain from integrity violations, particularly Prohibited Practices (as defined below). In pursuance of this requirement, CDB:

(a) defines, for the purposes of this provision, Prohibited Practices as follows:

(i) **"corrupt practice"** is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the action of another party;

(ii) **"fraudulent practice"** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a 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 influencing 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; and

(v) **"obstructive practice"** is:

(aa) deliberately destroying, falsifying, altering, or concealing of evidence related to an investigation or making false statements or false allegation to CDB in order to impede a CDB investigation into allegations of an integrity violation particularly Prohibited Practices; and/or threatening, harassing, or intimidating any party to delay or prevent it from sharing evidence or disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(bb) acts which impede the exercise of CDB's access, inspection and audit rights provided for under Paragraph 1(e) below.

(b) will reject a Bidding Document (Quotation, Bid or Proposal) for award if it determines that the Bidder:

(i) has directly or through an agent, engaged in any Prohibited Practice in competing for the contract in question;

(ii) is subject to a decision of the United Nations (UN) Security Council taken under Chapter VII of the Charter of the UN, in accordance with Paragraph 4.04 (ii) of the Procurement Procedures for Projects Financed by CDB; or

(iii) is suspended or debarred by CDB for engaging in Prohibited Practices or against whom a Multilateral Development Bank (MDB) Debarment or MDB Cross-Debarment has been imposed, in accordance with Paragraph 2(b) below.

Notwithstanding the above, CDB may in its sole discretion, make an award that includes a sanctioned Bidder(s) against whom an MDB Debarment or MDB Cross-Debarment has been imposed if so warranted by the circumstances and having regard for the integrity and other risks to CDB;

(c) may temporarily suspend an individual or entity from: (a) receiving a payment in respect of a CDB contract, to the extent contractually permissible, where to make the payment could result in harm t CDB or (b) participating in or being awarded a contract for a project financed by CDB;

(d) may maintain on its website or other publicly accessible platforms a list of Firms and individuals sanctioned by CDB; and

(e) requires Bidders of CDB's contract(s) as well as their respective officers, employees and agents to: (i) cooperate promptly, fully and in good faith with any audit or investigation conducted by CDB to determine whether any wrongdoing or integrity violation, specifically a Prohibited Practice has occurred, (ii) respond promptly and in reasonable detail to any notice from CDB, (iii) furnish documentary support for such response upon CDB's request; (iv) make available to CDB for interviews their employees and agents to respond to questions from any investigator, agent, auditor or consultant designated by the CDB to conduct an investigation; and (v) provide access to, inspect and make copies of their accounts and records and other documents relating to the Bidding Document submission, contract performance and to have them audited by auditors appointed by CDB and/or subjected to investigation by CDB's Office of Integrity, Compliance and Accountability.

2. (a) When conducting the evaluation of Bidding Documents, CDB shall conduct integrity due diligence on Bidders including to assess and mitigate any risks related to Prohibited Practices they may present and to check the eligibility of Bidders against the lists of Firms and individuals (refer 2(b) below) temporarily suspended or debarred, pursuant to Paragraphs 1(b), and (c). The Bank shall apply additional due diligence by closely supervising and monitoring any on-going contract executed by a Firm or individual which has been suspended or debarred in accordance with Paragraph 1. (b) and (c) after such contract was signed. The Bank shall neither sign any new contracts nor sign any amendment, including any extension of time for completion, to an ongoing contract with a temporarily suspended or debarred Firm or individual after the effective date of the suspension or debarment without conducting additional due diligence to ensure its interests are duly protected.

(b) A list of firms and individuals debarred by CDB is available on the Bank's external website: https://www.caribank.org/about-us/corporate-governance/office-integrity-compliance-and-accountability/sanctioned-individuals-and-firms.

In addition, a list of firms and individuals publicly debarred under MDB Debarment (A debarment imposed and announced publicly, on their official website, by at least one MDB which is a signatory to the Agreement on Mutual Enforcement of Debarment Decisions in accordance solely with its internal sanctions policies and procedures) and MDB Cross-Debarment (A debarment imposed and announced publicly pursuant to the provisions for mutual recognition and enforcement under the Agreement on Mutual Enforcement of Debarment Decisions), are available at:

- Asian Development Bank: https://www.adb.org/site/integrity/sanctions

- African Development Bank: https://www.afdb.org/en/projects-operations/debarment-and-sanctions-procedures

- European Bank for Reconstruction and Development: https://www.ebrd.com/ineligible-entities.html
- Inter-American Development Bank: https://www.iadb.org/en/transparency/sanctioned-firms-and-individuals
- World Bank: https://www.worldbank.org/en/projects-operations/procurement/debarred-firms

All Bidders are to observe, in competing for and executing a contract, the Bank's Strategic Framework for Integrity, Compliance and Accountability and the policies created thereunder.

ANNEX C - PROCUREMENT STRATEGY AND PLAN (PSP)

TO: [Insert name of approving authority]

cc: As required

From: [insert name of Procuring Dept]

Subject: Procurement plan for [insert title and ref #] **Date:**

Your review and approval are requested for the following summary Procurement Plan for the subject purchase (s), summarised as follows. The approval is required to start the procurement process.

Component	Summary
Need Definition	Insert brief description of purchase, outcomes, etc.
Budget	Add budgeted amount
Market Analysis	Mode/s selected and expected results.
Procurement Method	Mode selected and reasons.
Contract Type	Mode selected and reasons.
Qualification Criteria – of bidder[s]	Add pre or post; any special/restrictive conditions.
Risk Assessment –	Any significant residual risks and how to manage them?
Sustainability & TOC	Summary of conditions expectations
Contract Management	Who is responsible, what reports and when?
Schedule	Compare to the required schedule.

Attachments: [Where necessary, attach any documents required to support issues – e.g. if Procurement Method is to be Direct, the requester/end user of the purchase/s should justify].

Additional comments/support for recommendations: [add, as required]

This plan has been reviewed and approved by: [Insert required names, e.g. end user of purchase, technical specialist and add signatures]

I confirm that the Procurement Plan is complete, accurate, and compliant with the CDB's Corporate Procurement Procedures dated 1st August 2026

Signature: ____________________Name: ______________________Date:_____________

Approval

Category	Approval Required (Refer to Authority Limits Staff Circular)	Signature / Date
Medium to High value Contract or High Risk/Complex	Level 1: Coordinator, Procuring Department Level 2: Corporate Procurement Manager, Finance Department Level 3: VP / President	

GUIDANCE NOTES: PROCUREMENT PLANNING & ANALYSIS GUIDELINESRS

Applies to Goods, Works, Non-Consulting Services, and Consulting Services

1. PURPOSE AND SCOPE

This Annex sets out the requirements for procurement planning for CDB Corporate procurement, in accordance with CDB's Corporate Procurement Procedures. It applies to all procurement categories and is mandatory for:

Medium to High-value Contracts as determined by Annex A of the CPP-

Procurement Requirements that the Procuring Department pre-assess as **Medium-risk or High-risk** at the planning stage and therefore subject to a formal risk assessment using the CDB-approved Risk Rating Matrix (as available from the Office of Risk Management

Complex procurement requirements (technical, multi-phase, high-risk, or requiring market sounding), including Consulting Services.

Planning ensures alignment with market conditions, budgets, governance, and CDB's procurement principles of economy, efficiency, competition, fairness, transparency, integrity, value for money, and sustainability.
The CDB's Corporate Standard Bidding Documents (SBDs) are designed to support most of the items covered in the procurement plan. Plan developers should familiarise themselves with the applicable SBD for the proposed purchase – refer to the CPSP.

Good Practice: Many elements of this Annex should be applied to ***all Procurement Requirements***, with detail proportionate to estimated Contract value, complexity, and risk.

2. PLANNING STEPS

Step 1 — Identify the Need

Question	Purpose
What problem is the procurement activity intended to solve?	Clarifies business need
What outcomes must be achieved?	Defines success criteria
Mandatory vs. desirable features?	Sets scope boundaries
Requirement stability?	Determines specification certainty
CDB stakeholder alignment?	Ensures readiness

Step 2 — Market Information

Element	Key Points
Market landscape	Number, type, and capability of Vendors
Geographic scope	Local, regional, international
CDB/others' past procurement data	Pricing, performance
Open two-stage – two envelope SBD	Align technical specs with the market.
Framework Agreements	Existing arrangements
Request for Information (RFI)	Market sounding
Request for an Expression of Interest (REOI)	Prequalify/shortlist of bidders

Step 3 – Risk Assessment and Mitigation

The PSP shall include, where applicable, a concise operational risk assessment covering: (i) inherent procurement, integrity, legal, financial, information security, business continuity, data protection, ESG/HSE and reputational risks; (ii) key controls and mitigating actions; (iii) residual risk and accountable risk owner; (iv) required consultations with CPO, Legal, ICA, ITSD, Finance and/or ORM; and (v) escalation of any risk exposure outside approved risk appetite or tolerance. The assessment may be embedded in the PSP or cross-referenced to the CDB-approved Risk Rating Matrix/RCSA tool.

Category	Description	Mitigation
Technical	Unclear specs	Strong specs; Use Open 2-stage procurement method
Limitations	Restrictive specs	Avoid brand, patent, design, process, and producer limits
Market	Limited suppliers	RFI/EOI; broaden scope
Scope	Market limitations	Split the award to accommodate market capacity
Financial	Escalation; FX	Benchmarking; LCC/TOC; hedge currency exchange risk
Payment	Advances, LOCs	Bank guarantee per SDBs; LoCs against shipment
Taxes	Applicability	Tax exemptions - CDB – Govt of Barbados agreement**
Delivery	Lead times	Realistic schedule; liquidated damages, bonds
Operational	Training needs	Training: early engagement
Legal	Contract disputes	Use SBDs + Legal review
Sustainability	Env/social risks	Criteria; standards
Supplier	Poor performance	Due diligence/prequalification
Insurance	Insufficient cover	Define Insurance requirements
Bid Bond	Withdrawal	Require Bid security or Bidder's Declaration
Declaration	False info	Signed declaration per SBDs
Post award	Manage contract	CDB assignee; document review/approval; reporting
Post Delivery	No OEM support	Require Manufacturer's Authorisation Form

** Not applicable for purchases for CDB Haiti.

Step 4 – Sustainability & Life Cycle Costing

Element	Considerations
Environmental	Efficiency, emissions, recyclability
Social	Labour, diversity
Economic	Local development; MSME involvement; transfer of technology
LCC →TOC	Acquisition, operating, maintenance, downtime, disposal

Step 5 Procurement Approach, Contract Type& Evaluation

5.1 Procurement Method

Category	Options
Goods/Works/Services	Direct Selection Open (1stage - 1 or 2 envelope(s); Open (2 stage – 1 or 2 envelope(s); If applicable: Restricted, RFQ, reverse auction,
Consulting	QCBS, QBS, LCS, FBS, CQS, ICS; Mandatory shortlisting except for CQS; shortlist size 3-6

5.2 Contract Type

Type	Use Case
Lump Sum	Defined scope
Unit Price	Variable quantities
Time Based	Evolving scope
Framework	Repeated needs
Performance Based	Output focused

5.3 Evaluation Method

Method	Use Case
Fully technically compliant - lowest bid or evaluated price**	Simple goods/works services
Best value for money; scoring against criteria; price/technical weighted.	Complex goods, services, works.
Consulting services: QCBS, QBS, LCS, FBS, CQS, ICS	Per CPP

** Acceptable variations between bids are reduced monetary expression.

Step 6 Qualification Criteria of Bidders**

Category	Requirements
Experience	Similar contracts, references, time in business; new joint venture
Financial	Turnover; statements; liquidity
Technical	Personnel; equipment; certifications
Capacity	Current workload
Legal/Eligibility	Registration; tax; no sanctions; no conflict
Additional	Local presence; Health, safety & environment; insurance; Manufacturer's Authorisation Form (MAF)

** Indicate if to be pre-qualified via the EOI process or post-qualified after bid submission and evaluation of only the selected bidder/for award.

Step 7 Schedule

Stage	Target Date
Specs/TOR finalization	
REOI (if applicable)	
Bidding Document issue	
Bid/proposal period	
Evaluation	
Standstill	
Negotiation	
Award	
Delivery vs. Required Date	

Reference Material:

CDB Procurement Guide on Procurement Planning and Strategy Development (2021)	https://www.caribank.org/work-with-us/procurement/resources
	Turnover; statements; liquidity
Authority Level– Staff Circular Designation of Authorised Signatories and Limits for Designated Officers	Internal
CDB's Corporate Procurement Procedures	CDB's Corporate Procurement Service Portal
OECD LCC Guidance	https://www.oecd.org/gov/public-procurement/life-cycle-costing/
ISO 20400	https://www.iso.org/standard/63026.html

ANNEX D - SUSTAINABLE PROCUREMENT GUIDANCE

Guidance Note: Sustainable Procurement of Assets with Environmentally Responsible Disposal

1. Purpose

This Guidance Note establishes requirements to ensure that all assets procured by the Bank are selected, managed, and contracted with end of life disposal considerations in mind, minimizing environmental impact and supporting the Bank's Environmental, Social and Governance (ESG) commitments.

2. Scope

This Guidance Note applies to all procurement of:

- IT equipment and technology assets
- Furniture and office equipment
- Vehicles and specialized equipment
- Any capital or controlled assets acquired by the Bank

It applies to all employees, procurement staff, and third-party vendors engaged by the Bank.

3. Guidance Note Statement

All asset procurement decisions must incorporate lifecycle environmental considerations, including reuse, recycling, and safe disposal, at the time of purchase and contracting.

4. Procurement Principles

4.1 Lifecycle-Based Procurement

- Procurement decisions shall consider the full asset lifecycle, including acquisition, use, maintenance, and disposal.
- Preference shall be given to assets with longer life, modular design, and upgradeability.

4.2 Environmental and Sustainability Criteria

- Vendors and products must be assessed against environmental criteria, including:
  - Energy efficiency
  - Use of recyclable or non-hazardous materials

- Reduced environmental footprint during production and disposal

4.3 Preference for Reuse, Refurbishment and Circular Economy

- Procurement shall prioritize:
  - Durable assets suitable for reuse or redeployment
  - Refurbished or remanufactured equipment (where appropriate)
- This supports waste reduction and circular economy principles.

4.4 Vendor Environmental Compliance

- Vendors must demonstrate compliance with environmental regulations and standards.
- Preference shall be given to vendors offering:
  - Take-back or buy-back programs
  - Certified recycling or disposal services

4.5 Hazardous Material Consideration

- Procurement must identify whether assets contain hazardous materials (e.g., electronic components, batteries).
- Where possible, select i alternatives with reduced environmental or disposal risks.

5. Contractual Requirements

All procurement contracts must, where feasible, include:

- End-of-life responsibilities (e.g., vendor take-back obligations)
- Requirements for environmentally compliant recycling or disposal
- Evidence of certified disposal methods and documentation
- Transparency on the handling of waste streams

6. Asset Management Alignment

- Assets must be tracked from acquisition to disposal through the Bank's asset register.
- Disposal options (reuse, donation, recycling) shall be pre-identified during procurement planning.

7. Roles and Responsibilities

- Procurement Function: Integrate environmental criteria into sourcing and contracts
- Asset Owners / Departments: Define requirements and identify lifecycle needs
- Finance / Asset Management: Maintain lifecycle tracking and disposal planning

- Compliance / Risk: Ensure adherence to environmental and regulatory obligations

8. Monitoring and Reporting

- Procurement teams shall track:
  - Percentage of assets with take-back or recycling clauses
  - Use of certified environmentally compliant disposal vendors
- Performance shall be reported as part of ESG or sustainability reporting.

9. Review

This Guidance Note shall be reviewed every **2–3 years** or in response to changes in environmental regulations or Bank sustainability commitments.

ANNEX E - RECEIPT, OPENING AND RECORDING OF BIDS AND PROPOSALS GUIDANCE

1. PURPOSE

1.01 This Annex sets out the minimum mandatory requirements governing the receipt, custody, opening and recording of Bids, Proposals and Expressions of Interest (EOIs) under these Corporate Procurement Procedures. This Annex shall be read together with Section 19 of the Procedures and Annex A Corporate Procurement Thresholds and shall be applied in a manner proportionate to the applicable procurement or selection method, value band, and process structure.

2. APPLICATION

2.01 The requirements set out in this Annex shall apply to all procurement proceedings involving the submission of Bids, Proposals, Quotations or EOIs, whether received in hard copy, electronically, or through any e-procurement arrangement approved by Finance.

2.02 For the avoidance of doubt, the receipt, opening and recording arrangements applied by the Bank shall preserve confidentiality, security, fairness, transparency, and the integrity of the procurement record.

3. CHECKLIST OF MINIMUM REQUIREMENTS

3.01 For all procurement methods, the Procuring Department or other function designated by Finance shall ensure that, where electronic submission is permitted, the applicable Bidding Documents clearly identify the designated receipt email address or other approved electronic submission channel, and shall further ensure compliance with paragraphs 3.01.2 to 3.01.6 below in this Annex.

3.01.1 Where submission by email is permitted or required, the following receipt addresses shall apply, unless otherwise specified in the applicable Bidding Documents. The use of the email addresses referred to in sub-paragraph (b) below is an interim administrative arrangement only, intended as a temporary solution pending implementation of the Bank's procurement processes in the new ERP system, and shall not be regarded as the Bank's permanent operating model for bid receipt. After the relevant ERP-based procurement functionality is implemented, the procedures under this Annex are intended to be updated accordingly and the use of such email addresses is expected to cease, except where otherwise expressly approved:

(a) for contracts with an estimated value of under or equal to USD150,000, submissions shall be directed, as applicable, to HCO-Procurement@caribank.org, ICT-Procurement@caribank.org, Facilities-Procurement@caribank.org, or General-Procurement@caribank.org; and

(b) for contracts with an estimated value exceeding USD150,000 and using a competitive procurement / selection method, submissions shall be directed to CP-Technical@caribank.org and CP-Financial@caribank.org, as applicable. The applicable receipt address or addresses shall be stated expressly in the relevant IFB, RFQ, REOI or RFP.

3.01.2 Submission requirements shall be stated clearly in the applicable Bidding Documents, including the deadline, place, format and permitted method of submission.

3.01.3 All submissions shall be kept in secure custody upon receipt and protected from unauthorised access, opening, alteration or disclosure.

3.01.4 The date and time of receipt shall be recorded promptly and accurately in the applicable register or log.

3.01.5 Only authorised officers shall be permitted to receive, access, open or record submissions.

3.01.6 All receipt and opening records shall be placed on the official procurement file.

3.02 IFB - **Open Competitive Bidding (High Value):** the Procuring Department shall ensure that:

3.02.1 Bids shall be received strictly in accordance with the Bidding Documents.

3.02.2 Secure custody shall be maintained until the time fixed for Bid opening.

3.02.3 Bids shall be opened only after the submission deadline by not fewer than two (2) authorised staff members, one of whom shall be independent of the Procuring Department where practicable.

3.02.4 A Bid Opening Record shall be completed and placed on file.

3.03 **IFB - Restricted Bidding (Medium Value):** the Procuring Department shall ensure that:

3.03.1 Only invited Bidders shall be permitted to submit Bids.

3.03.2 Each Bid shall be entered in the Bid Receipt Register immediately upon receipt.

3.03.3 Bids shall remain unopened until expiry of the submission deadline.

3.03.4 Bid opening shall be conducted under dual control and documented on the prescribed record.

3.04 **RFQ and OPP (Low Value):** the Procuring Department shall ensure that:

3.04.1 Quotations shall be received only by the method stated in the request documentation.

3.04.2 Quotations shall not be evaluated before the closing time.

3.04.3 Where OPP is used, the price evidence shall be captured on the date accessed and retained on file.

3.04.4 The quotation record shall identify the bidder, price basis, date received or accessed, and procurement reference.

3.05 **REOI for Consulting Firms or Individual Consultants:** the Procuring Department shall ensure that:

3.05.1 EOIs shall be received and recorded promptly in the EOI Receipt Log.

3.05.2 EOIs shall be maintained in secure custody pending administrative opening.

3.05.3 Formal public opening shall not be required.

3.05.4 Any determination to accept or reject a late EOI shall be documented on file.

3.06 **RFP for Consulting Services:** the Procuring Department shall ensure that:

3.06.1 Proposals shall be received strictly in accordance with the RFP instructions, including any one-envelope or two-envelope requirement.

3.06.2 Technical and Financial Proposals, where separately required, shall remain unopened until the applicable opening stage.

3.06.3 Technical Proposals shall be opened first where a two-envelope process applies.

3.06.4 Financial Proposals shall be opened only in accordance with the applicable RFP and evaluation procedure.

3.07 **Direct Selection (DS):** the Procuring Department shall ensure that:

3.07.1 The received offer, quotation or proposal shall be recorded on file upon receipt.

3.07.2 The applicable justification and approvals shall be retained with the procurement record.

3.07.3 The handling of the submission shall preserve the integrity and auditability of the procurement file notwithstanding that formal opening is not required.

4. MINIMUM RECORDS TO BE MAINTAINED

4.01 As applicable to the procurement method used, the procurement record shall include, at a minimum:

(a) procurement reference;

(b) name of Bidder or Proposer;

(c) date and time of receipt;

(d) method of submission or receipt;

(e) name of receiving officer;

(f) date and time of opening, where applicable;

(g) names of officers present at opening, where applicable; and

(h) record of any late submission, rejection, conditional acceptance, or other relevant receipt-related determination.

5. STANDARD FORMS AND REGUSTERS

5.01 Finance may prescribe, issue and update standard forms and registers for use under this Annex, including the following:

(a) Bid Receipt Register;

(b) Bid Opening Record;

(c) EOI Receipt Log; and

(d) Late Submission Record.

5.02 Where prescribed by Finance, the forms and registers listed in paragraph 5.01 shall be used by Procuring Departments without modification, except where otherwise authorised.

6. LATE SUBMISSIONS AND RECORD RETENTION

6.01 Any Bid received after the submission deadline shall be rejected unopened, shall not be considered for evaluation, and shall be recorded in the Late Submission Record or other prescribed register.

6.02 A late EOI may be accepted only where evaluation has not commenced and where such acceptance would not compromise fairness, transparency, equal treatment, or competition. The basis for any such acceptance shall be documented on file.

6.03 All records created under this Annex shall form part of the official procurement record and shall be retained in accordance with the Bank's Document Retention Policy and any Finance-issued records management requirements.

ANNEX F - BASES AND TERMS OF PAYMENT FOR CDB's PROCUREMENT REQUIREMENTS

Introduction: Key considerations in procurement planning and contract drafting for CDB's Procurement Requirements are the Bases of Payment (BOP) and the Terms of Payment (TOPs). While closely related, they are to be separately considered as follows:

BOP: A contract type is determined by its BOP, which sets the method for calculating the Vendor's compensation for the Procurement Requirements under the Contract. Selecting the appropriate BOP influences risk allocation between CDB and the Vendor, as well as cash flow management, administrative effort, and performance incentives. While more complex BOP structures, including those incorporating cost reducing incentive mechanisms, can be developed for specialized engagements, the BOPs presented in Tables 1 and 2 below cover practically all situations likely to be encountered for the CDB's Procurement Requirements.

TOPs: Payment to Vendors under the BOP is defined by the TOPs—see Table 3.

Section 1 – Table 1 – Bases of Payment (BOPs) for Works, Goods, Non Consulting Services

Bases of Payment (BOP)	Definition / Description	Risk Allocation (CDB vs Vendor)	CDB's Admin Effort	Typical Use For CDB's Procurement Requirements
Lump Sum (Fixed Price)[1]	A single fixed amount is paid for completing a clearly defined deliverable	Vendor bears cost overrun risk; CDB gains cost certainty.	Low	Well defined deliverables (Goods, minor Works and NCS)
Unit Price	Payment is based on quantities ordered multiplied by agreed unit rates.	Quantity risk sits with CDB; Unit rate risk sits with Vendor.	Medium	Framework Agreements
Performance Based (Output Based)	Payment is tied to outputs, deliverables, or performance indicators rather than inputs.	Vendor bears performance risk; CDB pays for verified results.	Medium	NCS and minor Works
Cost Reimbursable	Vendor is reimbursed for actual allowable costs plus a fee.	CDB bears cost risk. Vendor must justify costs.	High	Emergency Works and NCS

Note: Procurement Methods for Goods, Works and NCSs are determined by value in accordance with Annex A

[1]/ Price escalation may be considered only when: (i) contract duration exceeds 18 months; (ii) market volatility materially affects input costs; or (iii) national regulations require indexed adjustments.

Section 2 – Table 2 – Bases of Payment (BOPs) for Consulting Services

Bases of Payment (BOP)	Definition / Description	Risk Allocation (CDB vs Vendor)	CDB's Admin Effort	Typical Use For CDB's Procurement Requirements
Lump Sum (Fixed Price See footnote 1	A fixed amount for a clearly defined set of deliverables.	Vendor bears cost overrun risk; CDB gains cost certainty.	Low	Studies, designs, reports, and advisory assignments with well defined outputs.
Time Based	Payment is based on actual time spent and reimbursable expenses at agreed rates.	CDB bears most cost risk; Vendor compensated for actual effort.	High	Supervision, Advisory services, Evolving scopes.
Performance Based (Output Based)	Payment tied to achievement of outputs or performance indicators.	Vendor bears performance risk; CDB pays for verified results.	Medium	Results based consulting, monitoring and evaluation, performance audits.

Note: Selection Methods for Consulting Services are identified in Annex A

Section 3 – Table 3 – Terms of Payment (TOPs) and Related Payment Mechanisms

Minor and Low Value Goods, Works and NCS Procurement Requirements will represent the majority by volume and CDB can accept Vendors' TOPs. Exceptions would be where the TOPs introduce a material risk to CDB, for example, an advance payment at Contract award or before receipt and acceptance of the Contract deliverable. These exceptions need to be considered against CDB's due diligence and experience with the selected Vendor and if necessary introduce contract terms and conditions to mitigate, including the use of CDB's Advance Payment Security template posted on the CPSP.

Bidding Documents for Medium and High Values and applicable Selection Methods should anticipate both advance and milestone payments. With the input of CDB's Legal Department prior to issue of the Bidding Documents include terms to address the risks. This shall include CDB's Advance Payment Security template noted above.

Term of Payment (TOP)	Definition / Description	Purpose / Effect	Typical Use For CDB's Procurement Requirements
Final Payment	Payment is released after all deliverables are accepted and obligations fulfilled.	Confirms full completion and compliance.	Minor value Goods and NCS including those using Online Published Price (OPP)[3]
Corporate Card[2]	An authorised payment method used by designated CDB staff who are accountable for proper Corporate Card use.	Enables quick payment for low-value purchases, especially where Vendors do not accept cash, May require CDB to accept Vendors' standard sale terms and payment before receipt.	Supervision, Advisory services, Evolving scopes.

2/ For conditions governing the use of Corporate Cards for CDB's Procurement Requirements, refer to the Bank's Corporate Card Procedures.
3/ For details of the use of OPP refer to Section 15.05 of the CPG.

Section 3 – Table 3 – Terms of Payment (TOPs) and Related Payment Mechanisms contd.

Term of Payment (TOP)	Definition / Description	Purpose / Effect	Typical Use For CDB's Procurement Requirements
Milestone Based Payments	Payments released upon achievement of predefined milestones.	Aligns cash flow with progress; Promotes delivery compliance; Ensures verification before payment.	Minor works, Consulting Services, NCS all with long delivery terms.
Advance Payment	A percentage of the Contract amount is paid at the start of the Contract, usually against a security.[4]	Supports Vendor mobilization. For CDB, it presents a risk if the Vendor fails to deliver or becomes bankrupt, unless protected by an Advanced Payment Security (APS). An APS is mandatory where the advance payment is equal to or more than 40% of the Contract Price. Where the advance payment is 40% or less, the Bank may still require an APS if additional due diligence on the Vendor's financial standing is considered necessary.	Minor works, Goods, NCS and Consulting Services.
Retention[5]	A portion of a milestone or final payment withheld until completion, acceptance, and, where applicable, correction of defects.	Protects CDB against incomplete performance and defects. Defers part of the Vendor's payment, encouraging completion and remedy of defects.	Minor Works and Goods with warranty provisions.
Payment Against Shipping Documents	Payment is made upon presentation of specified shipping documents proving dispatch, such as a bill of lading, invoice, and packing list. It is a document-based payment term and may be supported by a letter of credit.	The Vendor can receive payment on shipment rather than after delivery, It creates pre-inspection payment risk for CDB, mitigated through CDB's use of trusted Vendors, strict document requirements, inspection rights, and contractual remedies.	CDB imports higher-value Goods where payment is tied to dispatch and inspection risk is manageable.

[4] For CDB's Advance Payment Security template refer to the CPSP.

[5] In some instances where the scope of the Procurement Requirements includes guarantees for equipment and materials sold to CDB via an intermediary [e.g. Contractor] a retention can be reduced or eliminated where the manufacturer provides its guarantee under the form "Manufacturer's Authorisation" that is available on the CPSP.

Section 3 – Table 3 – Terms of Payment (TOPs) and Related Payment Mechanisms contd.

Term of Payment (TOP)	Definition / Description	Purpose / Effect	Typical Use For CDB's Procurement Requirements
Letter of Credit	A commercial bank-issued undertaking to pay the Vendor upon presentation of strictly compliant documents specified in the credit, such as a bill of lading, invoice, and packing list. It is a bank-backed payment mechanism, not merely a payment term.	Provides the Vendor with bank-backed payment security while allowing CDB to require compliant shipping and other specified documents before payment. Banks examine documents, not the goods themselves	CDB imports higher-value Goods where the Vendor relationship is new or added payment security is needed.
Payment Schedule	Establishes CDB's standard payment timing: within 30 calendar days of receipt of the invoice and all required documentation under the applicable TOP, unless the Contract states otherwise.	Provides a clear and consistent payment standard that supports verification, approvals, and cash flow planning, but may increase Vendor financing pressure and may not suit all TOPs.	Default timing for all Contracts, except where the TOP provides otherwise.

ANNEX G - INCOTERMS 2020, IMPORT DUTIES AND TAXES FOR CDB GOODS

Although Incoterms were developed primarily for **international trade**, they are also used in domestic and regional transactions to define delivery obligations clearly and to reduce uncertainty between contracting parties. CDB shall apply Incoterms, where appropriate, in the procurement of Goods.

For the Bank, Incoterms are relevant not only to contract drafting, but also to the allocation of responsibility between the Bank and its Suppliers for logistics, customs compliance, insurance, and the application of the Bank's duty and tax exemptions. The table on the following page should be read together with the guidance below.

1. Purchase of Goods directly by the Bank from a foreign Supplier

(i) As a general rule, the Bank should remain the **Importer of Record (IOR)** in order to retain control over customs clearance and to apply any available exemption from **import duty** and applicable import taxes, including **VAT** under its legal framework.

(ii) For this purpose, the preferred Incoterm for Bidding Documents and Contracts is **Carriage and Insurance Paid To (CIP)**.

(a) Under **CIP port/airport**, the Supplier arranges carriage and insurance to the named port or airport, and the Bank, as IOR, arranges duty- and VAT-exempt import and onward delivery to the final destination using a national carrier that provides adequate insurance.

(b) Under **CIP Bank-defined destination**, the Supplier arranges carriage and insurance to the destination specified by the Bank, while the Bank remains the IOR and arranges duty- and VAT-exempt import.

(iii) The Bank's default position should be **(ii)(b)**. Where a Bidder is unwilling to quote on the preferred Incoterm, the Bidder may propose an alternative Incoterm, such as **FOB**. The Bank will then need to decide whether the Bid is non-compliant and should be set aside, or whether the Bidding Documents should permit alternative Incoterms, with any necessary cost adjustments made for bid evaluation purposes.

(iv) The foreign Supplier shall invoice the Bank only for the agreed CIP price. No national import duty VAT, or similar border charge from which the Bank is legally exempt shall be charged to the Bank.

2. Purchase by the Bank from a national Supplier

(i) Where the Bank purchases Goods from a national Supplier that imports complete Goods or components specifically for sale to the Bank, or that sells Goods or components already imported, the transaction should generally be treated as a domestic supply to the Bank. Any import duty or import VAT incurred upstream by the Supplier should normally form part of the Supplier's own cost and should not be shown separately in the price charged to the Bank. The Supplier's invoice to the Bank should not include VAT where the Bank's exemption applies. Where required by applicable law or administrative practice, the Supplier may reference the Bank's exemption in the invoice or supporting tax documentation, but shall not charge VAT to the Bank where the exemption applies.

(ii) For domestic contracts, **Delivered at Place (DAP), Delivered at Place Unloaded (DPU)**, or, where justified, **Ex Work (EXW)** may be used. Unless it is operationally advantageous for the Bank to arrange domestic transport itself under EXW, the default delivery terms should generally be **DAP** or **DPU**. See the table on the following page for a summary of these terms.

(iii) In certain cases, a Supplier, such as a national authorized vehicle dealer, may be able under local law to import Goods free of duty and tax and recover and remit to the government the relevant amounts through the sale process. Where such an arrangement is legally available, the Bank may make us of its exemption through the Supplier's invoicing and sales process.

Incoterm	Supplier Does	Bank Does	Risk Transfers	Importer of Record (IOR)	Typical Use / Guideline	Bank Corporate Policy Application
A. Delivery Terms Commonly Used for Goods Purchased from National Suppliers						
EXW - Ex Works	Makes Goods available at the Supplier's premises	Arranges pickup and inland delivery)	At the Supplier's premises	Supplier may be IOR if it imports for the sale.	Use only if the Bank wants to control domestic pickup and transport	Optional for domestic purchases where the Bank prefers to arrange freight from the Supplier's location
DAP - Delivered at Place	Delivers Goods to the named destination, not unloaded	Receives and unloads Goods	High	Supplier may be IOR if it imports for the sale	Common domestic delivery term where the Supplier brings Goods to the Bank's site	Default option for domestic purchases when unloading will be handled by the Bank.
DPU - Delivered at Place Unloaded	Delivers Goods to the named destination and unloads them	Receives Goods after unloading	After unloading at named destination	Supplier may be IOR if it imports for the sale	Common domestic delivery term where the Supplier must deliver and unload	Preferred where the Supplier unloads at the Bank's site
B. Delivery Terms Commonly Used for Goods Directly Purchased from Foreign Suppliers						
FOB - Free On Board	Clears Goods for export and loads them on board at the origin port	Arranges freight, insurance if required, import clearance, and onward delivery	On board vessel at origin port	**Bank (CDB)**	Alternative where the Bank wants to control the main carriage	May be used, but CIP is usually easier where the Bank wants Supplier-arranged carriage and insurance
CIF - Cost, Insurance & Freight	Arranges carriage and minimum insurance to the destination port	Handles import clearance and onward delivery from the port	On board vessel at origin port	**Bank**	Possible option for port delivery, mainly for sea freight	May be used selectively, but CIP is preferred where broader carriage flexibility or stronger insurance is needed
CIP - Carriage & Insurance Paid To	Clears Goods for export Arranges carriage and insurance to the named place of destination	Remains the IOR; handles import clearance, exemptions from duties and taxes, and either onward delivery from the port/airport or receipt at the Bank-defined destination	When Goods are delivered to the first carrier	**Bank**	**Preferred term** for direct foreign purchases. Use **CIP port/airport** if the Bank will arrange inland delivery; use **CIP Bank-defined destination** if Supplier-arranged delivery to the final destination is preferred.	Best fit where the Bank wants Supplier-arranged carriage and insurance while retaining control over import duty and tax exemptions

Incoterm	Supplier Does	Bank Does	Risk Transfers	Importer of Record (IOR)	Typical Use / Guideline	Bank Corporate Policy Application
B. Delivery Terms Commonly Used for Goods Directly Purchased from Foreign Suppliers contd.						
DDP - Delivered Duty Paid	Handles delivery, import clearance, duties, and taxes	Receives Goods	At final destination	**Supplier**	Use only in exceptional cases	Generally not preferred because the Bank does not control import clearance or directly apply its exemptions

Notes

1. Where, after delivery of the Goods, there are Related Services, such as installation of equipment by the Supplier, the selected delivery term shall read, for example, DPU or CIP Bank HQ plus installation by the Supplier.

2. "Risk transfers" under the selected Incoterm means the point at which the risk of loss of or damage to the Goods passes from the Supplier to the Bank. It does not determine transfer of ownership/title, which is governed by the Contract and applicable law. For the Bank, ownership/title would usually pass upon acceptance of the Goods and, where applicable, upon completion and acceptance of installation or other Related Services. Where risk passes to the Bank while the Goods are in transit and are not covered by the Incoterm, e.g., FOB, the Bank shall arrange insurance.

3. For further information on Incoterms, refer to the official ICC Incoterms 2020 guidance - https://iccwbo.org/business-solutions/incoterms-rules/incoterms-2020/

ANNEX H – CORPORATE PROCUREMENT PROCESS FLOW GUIDE

1. PURPOSE AND APPLICATION

1.1 This Annex forms an integral part of the Corporate Procurement Procedures and sets out the approved process flow diagrams applicable to the procurement of Goods, Works, Consulting Services and Non-Consulting Services by the Bank.

1.2 The diagrams shall be used by Procuring Departments to identify the principal procedural stages, decision points, responsibilities, approvals and documentation requirements applicable to a procurement process. The relevant process flow shall be determined with reference to the nature, estimated Contract Value, complexity and risk of the Procurement Requirement, together with the applicable procurement or selection method.

1.3 This Annex shall be read in conjunction with the Corporate Procurement Procedures, including the Corporate Procurement Thresholds set out in Annex A, the applicable Authority Limits, and the relevant Bidding Documents and Procurement Supporting Documents. The diagrams are intended to facilitate the consistent application of the Procedures and shall not be interpreted as replacing, limiting or overriding any requirement contained therein.

1.4 Where any inconsistency arises between a process flow diagram and the Corporate Procurement Procedures, the Corporate Procurement Procedures shall prevail. Where the appropriate process, approval or documentation requirement is unclear, the Procuring Department shall consult the Corporate Procurement Office before proceeding.

Diagram 1: Procurement Approach for Goods, Works and Non-Consulting Services

PROCUREMENT PROCESS FLOW
GOODS, WORKS, AND NON-CONSULTING SERVICES

Estimated contract values shall be interpreted within graduated value bands to guide the selection of the appropriate procurement method, level of market access, and process structure. These value bands are intended to ensure proportionality, competition, and appropriate approval rigor.

1 IDENTIFY NEED
- Define requirement
- Confirm scope
- Estimate contract value (USD)

2 DETERMINE ESTIMATED CONTRACT VALUE (USD)
- Determine total estimated contract value (incl. taxes, duties, fees and all options)

3 APPLY VALUE CONTINUUM
- Place the estimated contract value in the applicable value band to determine the required procurement approach

4 PLAN PROCUREMENT
- Prepare Procurement Plan
- Confirm method, market access, tool/documents, and process structure
- Obtain required approvals to proceed

5 IMPLEMENT PROCUREMENT
- Follow the process structure (advertise/invite, receive, evaluate, and recommend)
- Maintain transparency, fairness and competition

6 AWARD & CONTRACTING
- Approve award
- Issue notification
- Finalize and sign contract/ purchase order

7 CONTRACT MANAGEMENT
- Manage performance
- Monitor deliverables
- Manage payments
- Close contract and capture lessons learned

VALUE CONTINUUM AND APPLICABLE PROCUREMENT APPROACH

VALUE CATEGORY	CONTRACT VALUE (USD)	PROCUREMENT METHOD[1]	MARKET ACCESS[2]	PROCUREMENT DOCUMENT TYPE / TOOL	PROCESS STRUCTURE
HIGH VALUE	≥ 300,000	IFB	Open	IFB Notice & Bidding Document	1 or 2 stages; 1 or 2 envelopes
MEDIUM VALUE	> 150,000 – < 300,000	IFB	Restricted	IFB Letter & Bidding Document	1 stage, 1 or 2 envelopes
LOW VALUE	≥ 10,000 – ≤ 150,000	RFQ	Restricted	RFQ	1 stage, 1 envelope
		OPP	Restricted	OPP	Online quote evidence: Screenshots
LOW-HIGH VALUE	≥ 10,000 – ≤ 300,000	ERA[3]	Restricted or Open	e-Contract	Time limited bidding period
MINOR VALUE[4]	< 10,000	DS[4]	Single Vendor	Written or verbal request with bidder confirmation in writing; use of corporate credit card	As applicable

! There shall be no deviation from a prescribed procurement method for Goods, Works and Non-Consulting Services except as described in CPP Section 15.07.

NOTES:

[1] There shall be no deviation from a prescribed procurement method for Goods, Works and Non-Consulting Services except as described in the CPP Section 15.07.

[2] For the purposes of this procurement, a minor value requirement is defined as less than US$10,000 per individual purchase or contract. The Direct Selection (DS) limit is less than US$10,000 per purchase/contract; amounts above this threshold may not be justified on the basis of minor value. In addition, the aggregate limit in Section 2.03 of this Annex applies. Country Offices are encouraged to apply competitive procurement methods based on the risk level operating within the location.

[3] ERA must be conducted in accordance with the CPP Sections 14.01–14.02 and 15.06.

[4] Use of Direct Selection above the Minor Value threshold requires documented justification and approval in accordance with the CPP Section 15.07. For the Haiti Country Office, any Contract Valued over USD5,000, the Coordinator of the Procurement Department, shall seek the authority to commence a procurement process from its Country Representative.

Diagram 2: High Level Corporate Procurement Process for Consultancy & Professional Services

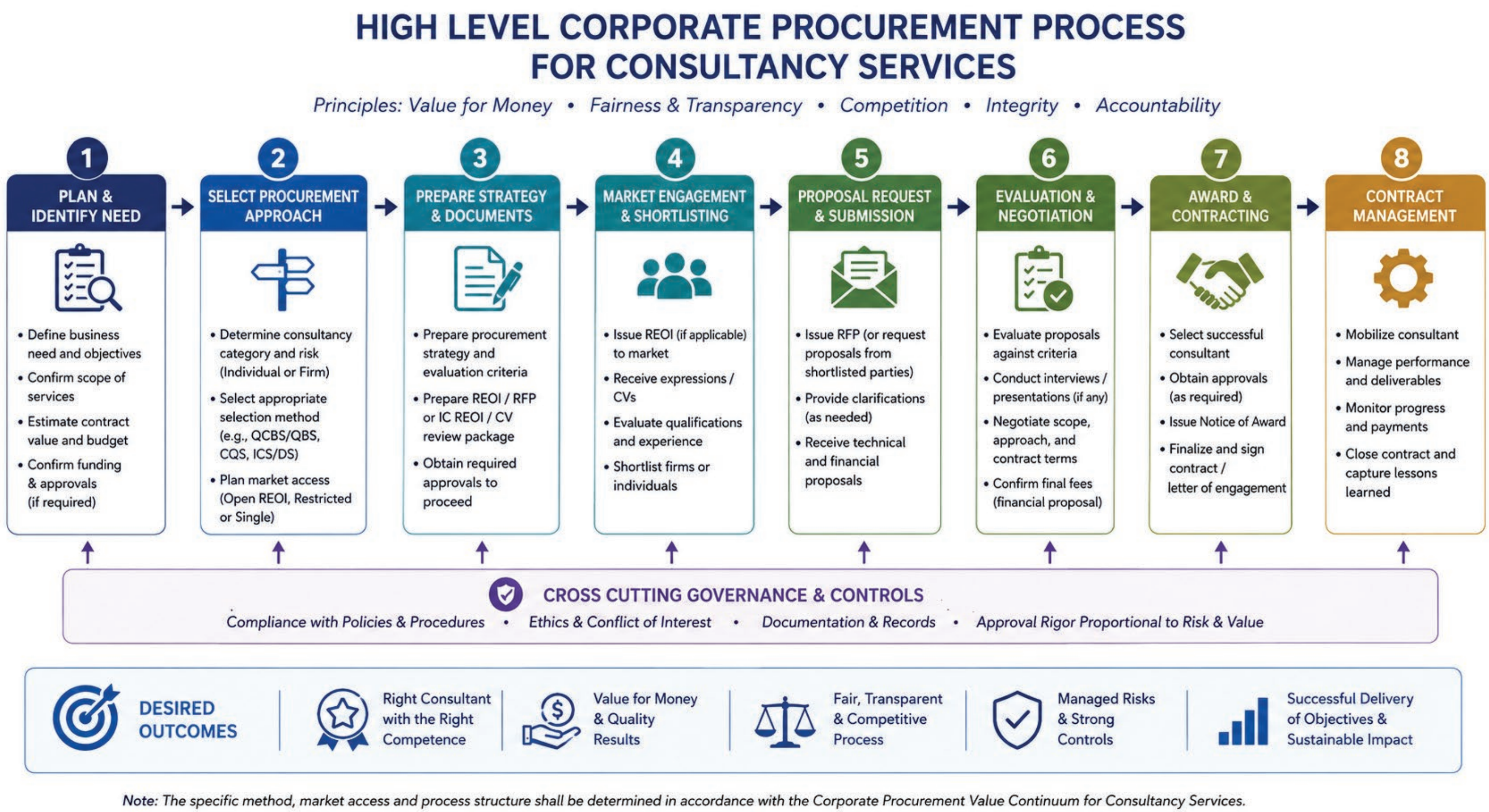
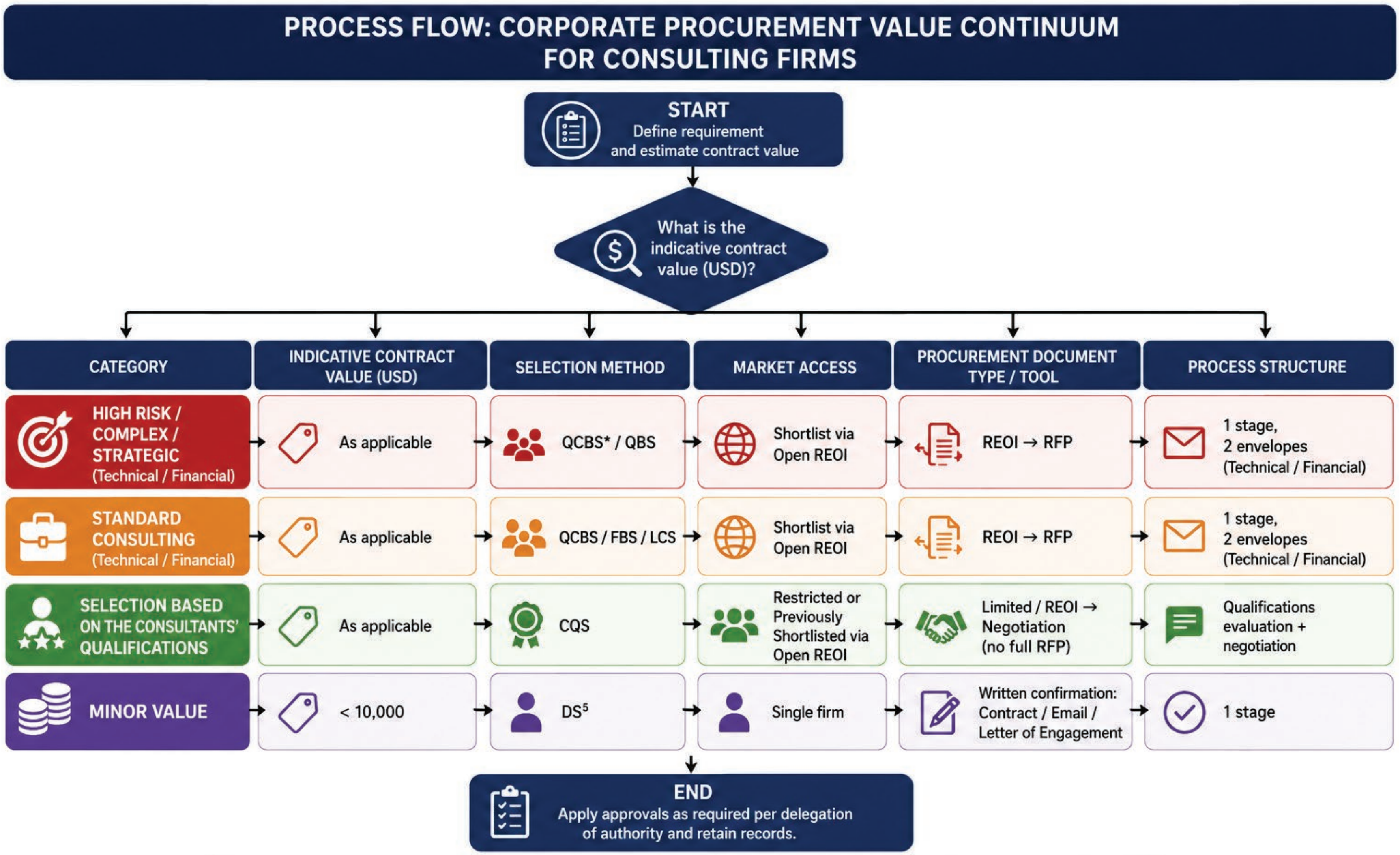
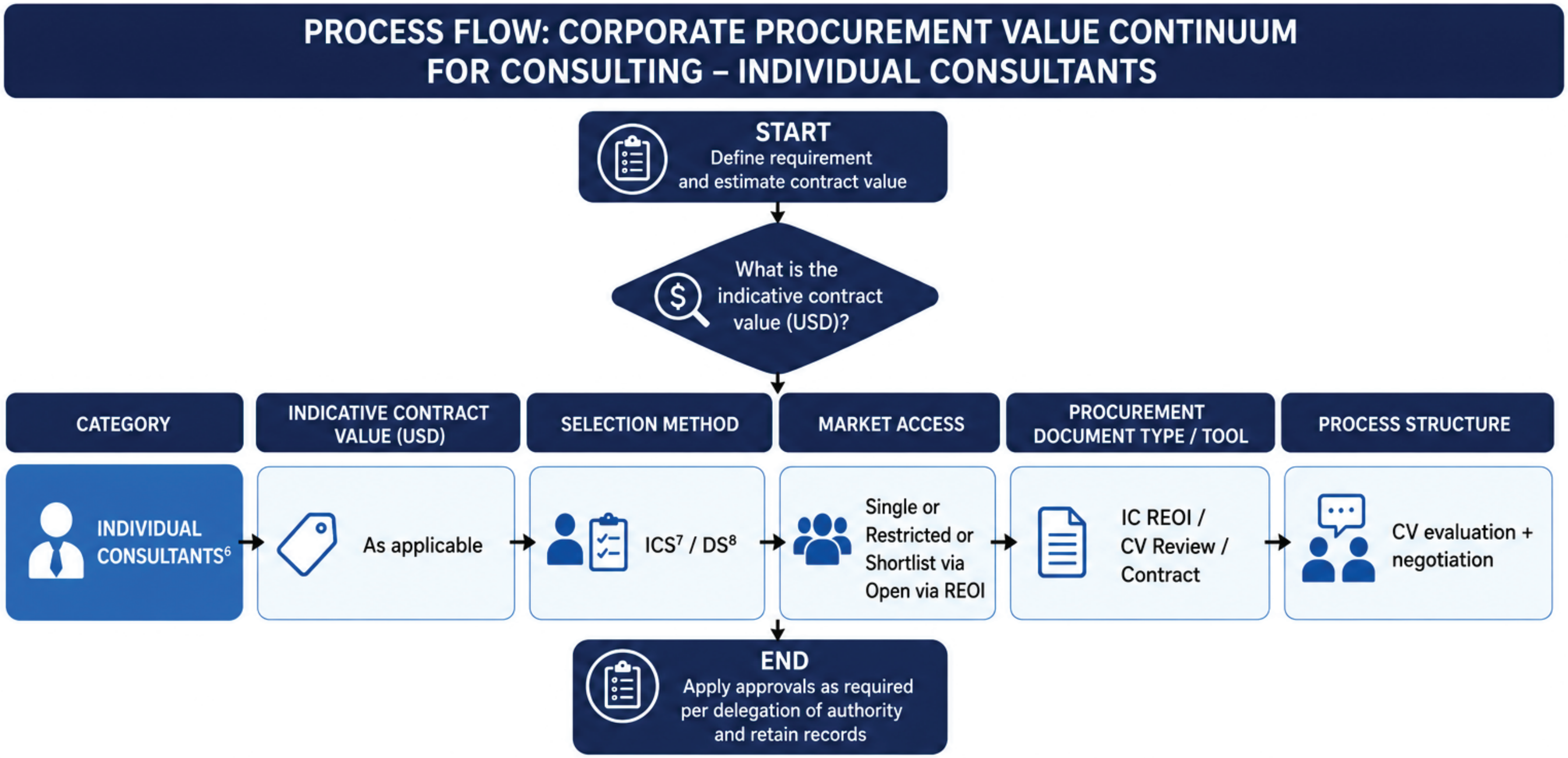


Diagram 3: Procurement Approach for Consulting Firms



NOTE 5: Use of Direct Selection above the Minor Value threshold requires documented justification in accordance with CPP Section 16.04.2.2. In addition, the aggregate limit in Section 2.03 of this Annex applies.

Diagram 4: Procurement Approach for Individual Consultants



NOTES:

[6] An Individual Consultant (IC) is a natural person (physical individual) contracted in their personal capacity to provide specialized advisory, professional, or technical services.

[7] ICS shall not be used for legal entities, firms, partnerships, or incorporated bodies. The use of this Annex does not apply to Contracts as outlined in the CPP Section 3.01 (c). The use of ICS under the CPP applies only to non staff individual consultants engaged directly by the Bank and managed by the Procuring Department, in accordance with the applicable approval and justification requirements.

[8] Use of Direct Selection requires documented justification in accordance with CPP Section 16.05.07.
In addition, the aggregate limit in Section 2.03 of this Annex applies.

REVISION HISTORY OF THIS DOCUMENT

Version	Date Issued	Section(s) affected	Summary of revision	Approved by
1.0	22-Jul-2026	All	Original Issue	The Strategic Advisory Team
1.1	21-Sep-2026	All	Document reformatted and updated with standardised cover page and document control information. The Annex E Proof of Concept email addresses used for testing have been updated to Production email addresses. Annex H included as an illustrative quick reference guide to Corporate Procurement Process Flow. No substantive changes to content.	Corporate Procurement Office

Note: The Revision History table records each approved revision of this document, including the version number, effective date, summary of changes, and approving authority. Only the current approved version shall be authoritative; superseded versions shall be retained in accordance with the Bank's records management requirements.

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