



Republic of Uzbekistan

**National Statistics
Committee**

**STRENGTHENING THE STATISTICAL SYSTEM
OF UZBEKISTAN**

(P173450)

**LABOR MANAGEMENT
PROCEDURES (LMP)**

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PROJECT CONTEXT

In February 2017, the Government of Uzbekistan (GoU) approved a five-year Development Strategy for 2017-2021 (the Strategy). At the core of the Strategy is a broad market-oriented reform policy in the country's governance and all key areas of the economy. Strengthening the national statistical system is at the core of the national reform agenda. The Government of Uzbekistan presently struggles with crucial data gaps that disrupt the preparation, implementation, and monitoring of strategic development priorities. A Presidential Decree to improve official statistics¹ was issued in July 2017, directing the National Statistics Committee to comprehensively modernize its systems. The National Strategy for the Development of Statistics (NSDS) was adopted in 2020 to meet this directive. The NSDS defines the main strategic directions as the following:

- Improved coverage of key national indicators that are relevant for policy and decision-making
- A stronger quality management, monitoring, and evaluation framework
- Clear data dissemination policy and practice
- A legal framework for statistics to maintain integrity and independence
- Satisfying demand for official statistical information, expanding capacity, contributing to an informed society, and improving statistical awareness among users.

In this context, The World Bank and National Statistics Committee (NSC) of the Republic of Uzbekistan have engaged in preparing a project to strengthen the capacity of the National Statistical Committee – Strengthening the Statistical System of Uzbekistan. The project's development objective is to improve statistical production and enhance dissemination practices. Activities to fill data gaps include first-time censuses, improved national accounts, new specialized surveys, improved administrative data, higher quality household and employment surveys, and improved registers. Revised data access policies, a micro-data library, and outreach to strengthen user demand will enhance dissemination practices. Users of the statistics produced by the project will be indirect beneficiaries and include planners and policy makers; the public, business and the private sector, researchers, associations, and academia; and development partners. To achieve these objectives, the operation would be structured in four components: conduct of institutional reform and related capacity development, improvement of data production, improvement of equipment and dissemination, and provision of project management support.

- **Component 1. Institutional Reform and Capacity**

The first project component will support preparations for revising statistical legislation and the organizational structure of the national statistical system. A quality management program will be introduced and coordination through existing bodies will be improved. A human management policy including a training program will be developed and implemented.

- **Component 2. Data Production**

¹ Decree of the President of the Republic of Uzbekistan No. PP-3165

This component focuses on closing the most important data gaps identified in the National Strategy for Development of Statistics (NSDS) and will support improvements to three types of data collection systems: survey-based, administrative, and censuses. Statistical production will be improved by thoroughly updating national accounts, improving the well-being monitoring system, supporting the implementation of a first population and housing census, improving agricultural production statistics, and improving statistical methods, standards, and registers. The resulting data will include new indicators to enable disaggregation among subpopulations including women/men, age groups, disability, and other groups. The project will support the expansion of existing indicators related to gender, as well as the development and introduction of new gender indicators. The indicators may include data on unpaid care work, property rights, educational sex-segregation, employment data in energy and infrastructure, and on decision-making processes and institutions (including mahalla, district, and regional leadership, activities, and performance).

- **Component 3: Improving Equipment and Dissemination.**

This component will fund an assessment and an upgrade of information and communication technologies (ICT) infrastructure to ensure efficient data collection, processing workflows, analysis, data archiving, and dissemination including the micro-data library. Dissemination practices will be improved by collecting user feedback, supporting open data access, implementing an open micro-data library, and producing analytical reports.

- **Component 4. Supporting Project Management**

The objective of this component is to support the National Statistics Committee to monitor and manage the project interventions and manage the overall IDA project. This component will include, on the one hand, developing and implementing a set of activities and tools to enhance National Statistics Committee's monitoring capacity of project interventions, and on the other, financing a fully staffed Project Management Unit (PMU).

Project Preparation involved analytical assessments – technical, financial, institutional, environmental and social (E&S) – to provide inputs into designing. Of these, E&S aspects have been addressed through the World Bank's new policy – Environmental and Social Framework (ESF) – which is premised on identifying and managing risks in ten Standards (ESS). One of them, ESS 2 relates to Labor Management which forms the purview of this document.

PURPOSE OF THE LMP

This project addresses the environmental and social aspects through the World Bank's Environmental and Social Standards (ESS) approach/framework. One of the Standards – ESS 2 – relates to Labor and Working Conditions and expects the Borrowers to develop labor management procedures (LMP). The LMP enables identification of the key labor requirements and risks associated with those and helps the Borrower to determine the resources necessary to address labor issues.

The LMP is a living document, which is initiated early in project preparation, and is reviewed and updated throughout development and implementation of the project. Accordingly, this document

details out the type of workers likely to be deployed by the project and the management thereof, describes the requirements and expectations in terms of compliance, reporting, roles, and supervision with respect to labor and working conditions of those directly and indirectly engaged by the project.

OVERVIEW OF LABOR USE IN THE PROJECT

The LMP applies to **all project workers** (trainers, master craftsmen, case managers, administrative and operational staffs, outreach program staffs) whether full-time, part-time, temporary, seasonal workers, as defined by ESS2. ESS 2 categorizes the workers into: direct workers, contracted workers, community workers and primary supply workers. The focus of this LMP is on staff directly employed in the PMUs to perform project related tasks (**direct workers**) and workers to be engaged as service providers (**contracted workers**). The labor of other workers (such as community workers and primary supply workers) is not expected under this project. The project workers will be housed with the Project Management Unit and the labor relations will be governed by a set of mutually agreed contracts.

The LMP does not cover government workers/civil servants working in connection with this project except if there is a legal transfer of their employment or engagement to this project. Government civil servants, who will provide support to the Project, will remain subject to the terms and conditions of their existing public sector employment agreement or arrangement. However, ESS2 provisions of health, safety, child and forced labor will apply.

Type of Workers

Direct workers:

A Project Management Unit (PMUs) will be established to carry out such key functions as coordination, fiduciary, monitoring and evaluation, and reporting. The PMUs will involve the staff responsible for:

- *overall project responsibilities:* Financial Management, Procurement, Monitoring and Evaluation, Environmental and Social Risk management.
- *technical responsibilities* to support institutions or departments involved in project components' implementation.

These direct workers are PMU staff.

Contracted Workers

Other workers will be engaged for potential work and service provision to support IT-upgrades, trainings and other activities as required during project implementation. If conduct of census activities will be directly supported by the project, workers will be contracted to conduct field

census operations. Some contracted workers may also perform functions as part of the PMUs if necessary.

Number of Project Workers

The project direct workers will be engaged on a full time and part time work schedule to ensure the efficient project management and implementation. The tentative number of direct workers is of 13 technical consultants, and they will be engaged to ensure efficient project operations, financial management and procurement in line with World Bank requirements, to provide technical expertise in areas like social safeguards, monitoring and evaluation, as well as project-specific necessary expertise like institutional development, data and data processing, and census.

These will all be hired by the PMU, and tentative details are as follows:

	Consultant	Duties and responsibilities	Expected monthly remuneration
1.	Project Coordinator	General coordination of project implementation and monitoring of progress towards achieving results, ensure compliance of PMU operations and activities with the stakeholder engagement plan, monitoring implementation to ensure compliance with the ESS framework of the Bank.	USD 1,000
2.	Social Safeguards Officer	Overseeing the implementation of the ESF project requirements, including the LMP and SEP	USD 1,000
3.	Monitoring and Evaluation Specialist	Overseeing implementation progress, compilation of data on monitoring and evaluation of indicators, supporting reporting processes	USD 1,000
4.	Communication Specialist	Support development and implementation of communication strategies to ensure promotion of project activities and NSC's engagement with the public, carry out the SEP	USD 1,000
5.	Financial Management Specialist	Ensuring compliance of PMU operations and activities with the project operations manual, duly compilation and submission of all financial reports	USD 1,000
6.	Financial Management Assistant	Supporting the Financial Management specialist in the conduct of the financial operations and activities of the project	USD 800

7.	Procurement Specialist	Timely provision of all procurement operations and their compliance with the procurement plan	USD 1,000
8.	Procurement Assistant	Supporting the Procurement Specialist in Timely provision of all procurement operations and their compliance with the procurement plan	USD 800
9.	Accountant/Disbursement specialist	Implementation of all accounting operations and ensuring compliance of these operation with WB procedures and local legal norms	USD 900
10.	Project Assistant	Support office operations and administration, provide translation support	USD 800
11.	Technical Coordinator: Institutional Development	Provide technical leadership for the Institutional Development and Capacity Building aspects of the project	USD 1,200
12.	Technical Coordinator: Data and Data Processing	Provide technical leadership for the Data and Data Processing aspects of the project	USD 1,200
13.	Technical Coordinator: Census	Provide technical leadership for the Census and related methodology aspects of the project	USD 1,200

Part time expertise will be contracted to provide short-term technical advice on issues like ICT infrastructure upgrades, data processing and data sharing, training and capacity building, and the like. In addition, a considerable number of enumerators to carry out census-related data collection tasks will also be contracted. The contracted workers for other purposes may be individuals and/or be part of firms or individual consultants, for example for such activities as IT updates, training, etc. The tentative number of project's contracted workers who will be employed is at about 100,000, and most of them will be temporary census enumerators. The exact number will become known as and when project implementation begins.

The PMU shall hire as many individual consultants as needed to help with the implementation of specific project activities over the course of the implementation.

Characteristics of Project Workers

Considering the nature of the functions to be performed, the consultants in the PMU will be specialists attracted from the market, who possess adequate and appropriate experience and expertise in their respective fields. Service provision contracts may be concluded with professional business development and capacity building companies to conduct different project activities including but not limited to assessments, training, training, capacity building activities, etc.

To start the project, the PMU must engage a minimum of 4 staff in addition to the PMU Director: Project Coordinator, Financial Management Specialist, Procurement Specialist, and Accountant.

Efforts will be made to ensure that women will comprise at least a third of the total.

Timing and nature of labor requirements

All the direct workers at PMU will be required full time and around the year for the duration of the project. Other experts/consultants will be hired as needed throughout the project period. Timing for involvement of contracted workers will be known at later stages; however, they will be engaged as needed for implementation of various sub-components throughout certain well-defined periods of time. Some of the consultants will be required to travel throughout the country to achieve their tasks, to oversee or to provide guidance for project implementation.

ASSESSMENT OF KEY POTENTIAL LABOR RISKS

Workers will be hired by the PMU, either directly as project staff or indirectly as part of contracts with Consultants or service providers. The practice shows that subcontractors do practice a labor contract based on a daily rate for a certain type of service or scope of work, where the duration of labor will be limited to several months.

Labor risks associated with workers directly involved in the project and contract workers. The type of work that will be performed by workers directly involved in the project and or contracted for project purpose does not imply a high level of vulnerability to risks associated with violations of workers' rights or health and safety. The proposed project does not include construction activities under most of the proposed project components and no major risks are envisaged. *Occupational Health and Safety (OHS)* risks are low to negligible, and they mainly relate to proper handling of equipment, long-sedentary activities and disposal of IT-equipment. All contractors will be required to have a written contract with their workers materially consistent with objective of ESS2.

Labor risks including labor influx and associated Sexual Exploitation and Abuse/Sexual Harassment (SEA/SH), Gender-Based Violence (GBV), and child labor are considered low to negligent given that the PMU's adherence to the national labor code (Law "On Protection of Labor". Where national law is inconsistent with this paragraph, the project will seek to carry out project activities in a manner that is consistent with the ESS2 requirements to the extent possible. Contractors will be required in the contract to commit against the use of forced labor, child labor, against Sexual Exploitation and Abuse/Sexual Harassment (SEA/SH) and Gender-Based Violence. PMU staff in charge of contractor supervision will monitor and report on the issues. There is a risk that the current practice of unaccounted working hours and lack of compensation for overtime will continue. According to Labor Code of Uzbekistan, with the employer concurrence, the direct workers will receive other rest hours in another day as compensation for overtime. The project will seek to address the risk through informing project workers of their rights, as well as establish a GRM for all project workers where they can voice their grievances.

Other minor risks relate to the *acceptability of the PMU direct workers by the NSC management* as they will be hired outside of the NSC but will support project implementation; and *term appointments*, considering that the temporary nature of the tenure will be compelling employees to look for other jobs.

These risks are all manageable with good leadership and capacity building efforts. The project will also seek to address the risk through informing Direct Workers of their rights and establishing a Grievance Redress Mechanisms for all project workers.

BRIEF OVERVIEW OF LABOR LEGISLATION

Labor codes, general labor and employment acts. *Uzbekistan's labor code of 1995* has provisions relating to non-discrimination in labor relations, protection of labor rights, subjects of labor relations, representation of workers and employers, collective agreements and collective bargaining, job placement, labor contract, working time, rest and leave, wages, guarantee and compensation payments, labor discipline, material responsibility of labor contract parties, labor protection, additional guarantees and advantages to several categories of workers, labor disputes and State social security.

Uzbekistan has ratified the eight International Labor Organization (ILO) core Conventions and the last one (Freedom of Association and Protection of the Right to Organize Convention) was ratified in 2016.² 14 conventions of ILO are officially in force in Uzbekistan.³ However, employers often ignore the provisions of these conventions.

According to Uzbekistan's Labor Code, labor management relations should be formalized in a fixed-term or temporary employment contract.⁴ However, Uzbek employers have been known to circumvent labor laws by not signing contracts, particularly, for female employees to avoid payment of benefits during maternity leave. The maximum length of a single fixed-term contract is 5 years. The Labor Code and subordinate labor legislation differentiate layoffs and firing. Employees can terminate their employment by filing two-week prior written notice or apply for leave without pay. Layoff or temporary leaves without pay can be initiated by an employer due to worsening of the economic situation. For firing (severance), the employer should personally give two months' advance notice in the case of corporate liquidation or optimization, two weeks' advance notice in the case of an employee's incompetence, and three days' advance notice in the case of an employee's malpractice or unacceptable violations. In case of severance caused by corporate liquidation or optimization, an employee should receive compensation, which should not be less than two average monthly salaries paid during his employment plus payment for unused

² ILO core conventions include: the Freedom of Association and Protection of the Right to Organize Convention, 1948 (No. 87); the Right to Organize and Collective Bargaining Convention, 1949 (No. 98); the Forced Labor Convention, 1930 (No. 29); the Abolition of Forced Labor Convention, 1957 (No. 105); the Minimum Age Convention, 1973 (No. 138); the Worst Forms of Child Labor Convention, 1999 (No. 182); the Equal Remuneration Convention, 1951 (No. 100); and the Discrimination (Employment and Occupation) Convention, 1958 (No. 111).

³ On top of the 8 core conventions, the following conventions are ratified: Employment Policy Convention; Forty-Hour Week Convention; Holidays with Pay Convention; Maternity Protection Convention [Revised]; Workers' Representatives Convention; and Collective Bargaining Convention.

⁴ <http://www.doingbusiness.org/data/exploreeconomies/uzbekistan/labor-market-regulation/>

leave (if another form of compensation was not agreed to in the employment contract). Officially, labor legislation cannot be waived or applied differently for private or foreign-owned enterprises, including those that operate in special economic zones.

By law, all employees of either local or foreign-owned enterprises operating in Uzbekistan have the following rights to: fair and timely payment of wages that should not be less than minimum monthly salary amounts set by the government; a standard workweek of forty hours, with a mandatory rest period of twenty-four hours and annual leave; overtime compensation as specified in employment contracts or agreed to with an employee's trade union, which can be implemented in the form of additional pay or leave. The law states that overtime compensation should not be less than 200 percent of the employee's average monthly salary rate (broken down by hours worked). Additional leave time should not be less than the length of actual overtime work; working conditions that meet occupational health and safety standards prescribed by legislation; compensation of any health or property damages incurred as a result of professional duties through an employer's fault; professional training; formation and joining of labor unions; pensions; and legal support in protection of workers' rights.

Uzbekistan has no one single state institution responsible for labor arbitration. The general court system, where civil and criminal cases are tried, is responsible for resolving labor-related disputes. This can be done on a regional or city level. Formally, workers can file their complaints through the Prosecutor General's Office. The Ministry of Labor should provide legal support to employees in their labor disputes.

The law neither provides for nor prohibits the right to strike. In recent years, workers in state-owned energy and mining enterprises conducted strikes, demanding timely distribution of salaries. Reportedly, authorities agreed to negotiate, and eventually addressed most of the workers' concerns. There is no public information about the role of official unions in these negotiations.

Although employees in Uzbekistan enjoy many rights by law, in practice these laws are subject to arbitrary and inconsistent interpretation. For example, the law prohibits compulsory overtime – and only 120 hours of overtime per year are permitted. In practice, overtime limitations are not widely observed, and compensation is rarely paid. Wage violations have become quite common in recent years.

On September 22, 2016, Uzbekistan amended the law “On Protection of Labor,” aimed at further improvement of the labor protection system, including occupational safety and health regulations. The Ministry of Labor establishes and enforces occupational health and safety standards in consultation with unions, but anecdotal reports suggest that enforcement is not effective. Although regulations provide for safeguards, workers in hazardous jobs often lack protective clothing and equipment. Labor inspectors conduct routine inspections of small and medium-sized businesses once every four years, and inspect larger enterprises once every three years. The ministry or a local governor's office have traditionally been able to initiate selective inspection of a business, typically in response to an accident or complaint; however, a presidential decree issued in October 2016 sought to abolish unscheduled business inspections.

The law prohibits all forms of forced or compulsory labor, including by children, except as legal punishment for offenses such as robbery, fraud, or tax evasion, or as specified by law. However, the government has not always effectively enforced these laws and in some cases has ignored provisions of ratified ILO conventions. There have been high-profile cases in the cotton industry in which this has gained international attention.

Overall, while the national legislative framework is quite good, there are a lot of apprehensions on the way they are implemented.

Policies and Procedures

This section outlines the main policies and procedures to be followed during the project period as needed. This section will be updated and amended as needed, after contracts have been awarded. Some key features of the procedures related to Hiring, Working Hours and Redundancy are presented below:

Hiring	
Fixed-term contracts prohibited for permanent tasks?	Yes
Maximum length of a single fixed-term contract (months)	60
Maximum length of fixed-term contracts (months) ^a	60
Minimum wage for a full-time worker (US\$/month) ^b	105.9
Ratio of minimum wage to value added per worker	0.4
Maximum length of probationary period (months) ^c	3

Working hours	
Standard workday	8
Maximum working days per week	6
Premium for night work (% of hourly pay)	50.0
Premium for work on weekly rest day (% of hourly pay)	100.0
Premium for overtime work (% of hourly pay)	100.0
Restrictions on night work?	No
Non-pregnant and non-nursing women permitted to work same night hours as men? ^{*c}	Yes
Restrictions on weekly holiday work?	No
Restrictions on overtime work?	No
Paid annual leave for a worker with 1 year of tenure (in working days)	15.0
Paid annual leave for a worker with 5 years of tenure (in working days)	15.0
Paid annual leave for a worker with 10 years of tenure (in working days)	15.0
Paid annual leave (working days) ^d	15.0

Redundancy rules	
Dismissal due to redundancy allowed by law?	Yes
Third-party notification if one worker is dismissed?	No

Third-party approval if one worker is dismissed?	No
Third-party notification if nine workers are dismissed?	Yes
Third-party approval if nine workers are dismissed?	No
Retraining or reassignment? ^c	Yes
Priority rules for redundancies?	Yes
Priority rules for reemployment?	No

Redundancy cost	
Notice period for redundancy dismissal (for a worker with 1 year of tenure, in salary weeks)	8.7
Notice period for redundancy dismissal (for a worker with 5 years of tenure, in salary weeks)	8.7
Notice period for redundancy dismissal (for a worker with 10 years of tenure, in salary weeks)	8.7
Notice period for redundancy dismissal (weeks of salary) ^d	8.7

Labor Disputes and Grievances

The procedure for considering and resolving collective and individual labor disputes in Uzbekistan is regulated in accordance with Chapter XV of the Labor Code. Individual labor disputes are considered by: labor dispute commissions, with the exception of disputes specified in Article 269 of the Code; or by district (city) courts. The employee has the right to apply for resolution of the labor dispute to the labor dispute commission or directly to the court. However, in the case of collective agreements, a special commission may be set up. Labor dispute commissions are created on a parity basis by the employer and the trade union committee or other workers' representative body. The procedure to resolve collective labor disputes pertaining to establishment of new working conditions or changes to the existing ones is established by law.

In addition to the venues provided for by the legislation of the Republic of Uzbekistan, the project will also develop a Grievances Mechanism to be available to both direct and contract workers engaged in the project.

Overview of national legislation: occupational health and safety (OHS)

Article 37 of the Constitution of Uzbekistan provides that “everyone has the right to work, to free choice of work, to fair working conditions and protection from unemployment in the manner prescribed by law”. 34. More than 30 Articles of the Labor Code deal directly with labor protection issues, including:

- labor protection requirements (Article 211);
- ensuring safe and healthy working conditions (Article 212);
- conducting briefings and trainings on labor protection issues (Article 215);

- regulation of working hours at work with hazardous and unfavorable working conditions for workers with a special nature of work and for workers under 18 years of age (Articles 116, 117 and 118);
- conditions for hiring people with disabilities to perform different types of work (Article 220);
- providing workers with milk, therapeutic and prophylactic nutrition, personal protective equipment and items for personal hygiene (Article 217);
- providing first aid to workers who fall ill at the workplace (Article 221); and
- registration and investigation of accidents, supervision, and control of working conditions (Article 222) and other provisions.

Legislation on health and safety consists of the Law “On Labor Protection”, the Labor Code, Decrees of the President of the Republic of Uzbekistan, standards of the occupational health and safety system, decisions of executive state bodies adopted within their competence in the form of resolutions, orders, regulations, instructions, rules etc.

In accordance with the Law of the Republic of Uzbekistan “On labor protection”, the state policy in the field of occupational safety and health is based on the principles:

- priority of the life and health of the employee in relation to the results of production activities of the enterprise;
- coordination of activities in the field of labor protection with other areas of economic and social policy;
- establishment of uniform labor protection requirements for all enterprises, regardless of the form of ownership and management;
- ensuring environmentally friendly working conditions and systematic monitoring of the environment at workplaces;
- supervision and control over the widespread implementation of labor protection requirements at enterprises;
- participation of the state in financing labor protection activities;
- training specialists in labor protection in higher and secondary specialized educational institutions;
- stimulating the development and implementation of safe equipment, technology and means of protecting workers;
- wide use of the achievements of science, technology and advanced domestic and foreign experience in the field of labor protection;
free provision of workers with special clothing and footwear, personal protective equipment, therapeutic and prophylactic nutrition;
- pursuing a tax policy that promotes the creation of healthy and safe working conditions at enterprises;
- the mandatory nature of investigation and recording of every industrial accident and every case of occupational disease and, on this basis, informing the population about the levels of occupational injuries and occupational diseases;

- social protection of the interests of employees who have suffered from industrial accidents or who have received occupational diseases;
- comprehensive support for the activities of trade unions and other non-governmental associations, enterprises and individuals in the field of labor protection; and
- international cooperation in solving labor protection issues.

The Cabinet of Ministers of the Republic of Uzbekistan carries out general management of issues in the field of labor protection (Article 5 of the Law “On labor protection”), while the Prosecutor General of the Republic of Uzbekistan oversees the uniform implementation of labor legislation in the country (Article 9 of the Labor Code of the Republic of Uzbekistan). The owner and employer of the organization is directly responsible for ensuring the safety of employees in the workplace and for complying with laws and regulations. They are also required to take the following measures in the workplace:

- Comply with all labor safety standards, norms and rules;
- Ensure the safety of buildings, machinery, technological processes and equipment;
- Ensure healthy working conditions in the workplace and use the applicable standards set by the health authorities;
- Ensure the necessary sanitary and hygienic conditions and cleanliness, as well as to ensure the provision of medical and preventive services;
- Provide workers working at sites with harmful or unfavorable working conditions, free therapeutic and prophylactic nutrition, milk or other equivalent food products;
- Comply with the normative standards of work and rest;
- Provide workers with work clothes, footwear and other necessary personal protective equipment free of charge in an appropriate condition and on a regular basis;
- Ensure education, training and instruction and test employees' knowledge of OHS standards and regulations and encourage compliance with OHS requirements;
- Include the necessary provisions on occupational safety in collective agreements and take responsibility in accordance with these provisions;
- Provide statistical reports on the application of the current labor protection and labor conditions standards, on the measures taken to implement and comply with the standards and on the results of activities to achieve the set goals. The necessary information should be provided within the timeframe and in the form established by the relevant executive bodies.

ESS2 AND POLICY GAPS

The World Bank Environmental and Social Standards: Standard 2

The World Bank’s stipulations related to labor are outlined in its Environmental and Social Standards: Standard 2 (ESS2). Implementing agency promotes sound worker-management relationships and provides safe and healthy working conditions. Key objectives of the ESS 2 are to:

- Promote safety and health at work;
- Promote the fair treatment, nondiscrimination and equal opportunity of project workers;
- Secure protection of project workers, including vulnerable workers such as women, persons with disabilities, children (of working age, in accordance with this ESS) and migrant workers, contracted workers, community workers and primary supply workers, as appropriate;
- Prevent the use of all forms of forced labor and child labor;
- Prevent Sexual Exploitation and Abuse/Sexual Harassment (SEA/SH)
- Support the principles of freedom of association and collective bargaining of project workers in a manner consistent with national law; and
- Provide project workers with accessible means to raise workplace concerns.

ESS2 applies to project workers including fulltime, part-time, temporary, seasonal and migrant workers. Where government civil servants are working in connection with the project, whether full-time or part-time, they will remain subject to the terms and conditions of their existing public sector employment agreement or arrangement, unless there has been an effective legal transfer of their employment or engagement to the project. ESS2 will not apply to government civil servants.

PMU will develop and implement internal labor management procedures applicable to the project. These procedures will set out the way in which project workers will be managed, in accordance with the requirements of national law and ESS2. The procedures will address the way in which ESS2 will apply to different categories of project workers including direct workers, and contract workers.

Project workers will be provided with information and documentation that is clear and understandable regarding their terms and conditions of employment. The information and documentation will set out their rights under national labor law and ESS requirements (which will include collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits. This information will be provided at the beginning of the working relationship and when material changes occur.

For more details on the WB Environmental and Social Standards, please follow the below links:

- www.worldbank.org/en/projects-operations/environmental-and-social-framework/brief/environmental-and-social-standards

and

- <http://projects-beta.vsemirnyjbank.org/ru/projects-operations/environmental-and-social-framework/brief/environmental-and-social-standards>.

ESS & Topic	Major WB requirements	Key requirements/gaps in Uzbekistan's legal framework
(1). Working conditions and management of labor relations	<ul style="list-style-type: none"> • Written labor management procedures • Terms and conditions of employment • Nondiscrimination and equal opportunity • Worker's organizations • Elaborate Labor Management Plans including Contractor's ESMP 	<ul style="list-style-type: none"> • Written employment contract required, including procedures and employment conditions. • Non-discrimination and equal opportunity requirements exist. • No provision for Labor Management Plans – they would be developed for the project only and will need to comply with relevant national legislation.
(2). Grievance mechanism	<ul style="list-style-type: none"> • Project GRM should be in place for direct and contracted workers 	<ul style="list-style-type: none"> • NSC and PMU will develop a GRM process in line with the provisions of this LMP available for its direct workers. Contractors will be required to develop their own LMP (C-LMP), including provisions for establishment and provision of a GRM for their employees. • Grievance registration and follow-up procedures are available through Chapter XV of the Labor Code.
(2). Category of workers	<ul style="list-style-type: none"> • Specifies categories of workers 	<ul style="list-style-type: none"> • No such classification
F. Minimum age of workers	<ul style="list-style-type: none"> • A child between 14-18 may be employed or engaged only in certain conditions 	<ul style="list-style-type: none"> • Employment will be done in line with Uzbek legislation, and all those hired under the project will be over the age of 18

Responsible Staff

Hiring of all technical consultants and direct workers will be confirmed by the NSC leadership. Functioning and performance of all the technical consultants will be supervised by the PMU Director. The PMU Director, in his/her turn, will be supervised by the President of the NSC. Roles and responsibilities expected as well as some broad indicators of performance will be agreed upfront between NSC and the consultants.

As specified in the Labor Code, employment of project workers will be based on the principles of non-discrimination and equal opportunity. There will be no discrimination with respect to any aspects of the employment relationship, including recruitment, compensation, working conditions and terms of employment, access to training, promotion or termination of employment. Recruitment procedures will be transparent, public and non-discriminatory, and open with respect to ethnicity, religion, sexuality, disability or gender.

Age of Employment

Uzbekistan does not allow persons below 18 to be employed for certain list of occupations with unfavorable conditions. This project will employ direct workers holding at least a Bachelor's degree, with a minimum of 3 years of experience, and thus they will be over 18 years of age. Contractors completing census-related numeration work will not be required to hold a university degree but will be required to be 18 years of age or older.

Terms and Conditions of Employment

The World Bank's 2017 Standard Procurement Documents for solicitations and contracts will be adopted for procurement. Terms and conditions governing the employment will be outlined in the contract document and cleared by the World Bank.

Contract Procedures in the Project

All specialists will be hired as consultants and as per the World Bank's procurement norms and guidelines. The World Bank will approve TORs and contracts as well. The Terms of Reference for each member of the PMU will be prepared and included in the Project's Operational Manual and should be acceptable to the Bank. The PMU will be adequately supported by necessary equipment, offices, training, and operational costs. In addition to these professionals, the PMU shall hire as many individual consultants as needed to help with the implementation of specific project activities over the course of the implementation. All the consultants will be trained on the World Bank policies and procedures and with additional implementation support after project effectiveness. A model contract for enlisting consultants is attached.

GRIEVANCE MECHANISM

The Project Workers' GM

A grievance mechanism (GM) will be provided for all direct workers and contracted workers to raise workplace concerns. Such project workers will be informed of the grievance mechanism at the time of recruitment and the measures put in place to protect them against any reprisal for its use. Measures will be put in place to make the grievance mechanism easily accessible to all such project workers, and that it will be sufficient to meet ESS2 requirements.

The project specific GM is not an alternative/substitution to the legal/judicial system for receiving and handling grievances. However, this is formed to mediate and seek appropriate solutions to labor related grievances, without/before escalating to higher stages. The Project workers'

grievance mechanism will not prevent workers from using the Uzbek judicial procedure, and that right will be maintained even when accessing the project GM.

The Grievance Mechanism developed for the project is accessible to the full range of project stakeholders, including project-affected parties, community members, civil society, media, and other interested parties. Stakeholders can use the GM to submit complaints, feedback, queries, suggestions, or even compliments related to the overall management and implementation of the project. The GM consists of two successive tiers of extra-judicial grievance review and resolution: one hosted by the PMU and the other hosted by NSC management:

- (1) The *first tier* will be a **Grievance Resolution Committee (GRC1)** that includes the PMU Director, who will serve as a Grievance Focal Point (GFP), the Project Coordinator, the Social Safeguards Officer and, where relevant, the Technical Component lead. The GFP should promptly respond to the concerns within 10 business days. GFPs will be required to coordinate with relevant departments/organization and persons to facilitate addressing these grievances. If the issue cannot be resolved at the PMU level within 10 working days, or the claimant is not satisfied with the resolution, then the grievance will be escalated to the Human Resource Department of the NSC (tier 2 GM). A reference to this role will be made in the PMU Director's contract as well.
- (2) The *second tier* will be a **Grievance Redress Commission (GRC2)** under leadership of NSC HR Department, and includes one or more senior managers of the PMU, the Social Safeguards Officer, and NSC as well as the representative of the local government of a settlement/mahala, where the grievance issue has appeared. The GRC2 will be required to provide a response to the grievance within 10 business days.

For grievances to be eligible for review, they need to:

- Indicate the project that is the subject of the grievance (only complaints concerning the activities of the Strengthening the Statistical System of Uzbekistan Project shall be subject to review);
- Clearly describe the negative consequences of the project;
- Identify a person or persons submitting the grievance and indicate whether they require confidentiality;
- Indicate whether the grievance is filed by a representative of person(s) or community(ies) affected by the project;
- If the complainant is filed by a third party, include the name, signature, contact details and written evidence of the authority of that representative.

The submission of supporting documentation is not mandatory, but it can be useful during consideration and settlement of a grievance. The complainant may also suggest acceptable ways of resolving it from his/her point of view. If requested by complainants, their names and surnames will not be disclosed.

When considering grievances and proposals concerning the activities of contractor organizations, the presence of the contractor organization, for which the grievance has been submitted, is mandatory at the meeting of the Committee.

No member of the GRC1 and GRC2 should have a conflict of interest related to any grievance submitted. GRC1 and GRC2 must include women.

The PMU is required to keep a written log of all concerns, and grievances will be accepted via written letters/requests, email, phone call, social media. The option of anonymous feedback will also be allowed. The PMU will keep an anonymous grievance box and will also allow for feedback via NSC/Project websites as well.

The NSC Human Resource department will review all grievances and resolutions on a quarterly basis, and an analysis of the situation will be included in the quarterly project reports.

World Bank Grievance Redress System

The project workers may submit complaints to existing project-level grievance redress mechanisms or the WB's Grievance Redress Service (GRS). The GRS ensures that complaints received are promptly reviewed in order to address project-related concerns. Project workers may submit their complaint to the WB's independent Inspection Panel which determines whether harm occurred, or could occur, as a result of WB non-compliance with its policies and procedures. Complaints may be submitted at any time after concerns have been brought directly to the World Bank's attention, and Bank Management has been given an opportunity to respond. For information on how to submit complaints to the World Bank's corporate Grievance Redress Service (GRS), please visit <http://www.worldbank.org/en/projectsoperations/products-and-services/grievance-redress-service>. For information on how to submit complaints to the World Bank Inspection Panel, please visit www.inspectionpanel.org.

Project workers can air their grievances through the two-tier project GM and GRS, and a reference to this effect will be made in their contracts as well. Contracted workers will have access to a grievance mechanism. In cases where the third party employing or engaging the workers is not able to provide a grievance mechanism to such workers, the Borrower will make the project grievance mechanism available to the contracted workers.

ANNEX 1: SAMPLE CONTRACT FOR SIMPLE CONSULTING SERVICES SMALL ASSIGNMENTS TIME-BASED PAYMENTS (IBRD/IDA FINANCED)

CONTRACT

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

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
 - (ii) The Consultant shall provide the reports listed in Annex B, “Consultant’s Reporting Obligations,” within the time periods listed in such Annex, and the personnel listed in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates” to perform the Services.
- 2. Term**

The Consultant shall perform the Services during the period commencing *[insert start date]* and continuing through *[insert completion date]* or any other period as may be subsequently agreed by the parties in writing.
- 3. Payment**
 - A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of *[insert ceiling amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant. The payments made under the Contract consist of the Consultant’s remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.

B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate(s) per man/month spent¹ (**or** per day spent **or** per hour spent, subject to a maximum of eight hours per day) in accordance with the rates agreed and specified in Annex C, “Cost Estimate of Services, List of Personnel and Schedule of Rates.”

C. Reimbursables

The Client shall pay the Consultant for reimbursable expenses, which shall consist of and be limited to:

- (i) normal and customary expenditures for official travel, accommodation, printing, and telephone charges; official travel will be reimbursed at the cost of less than first class travel and will need to be authorized by the Client’s coordinator;
- (ii) such other expenses as approved in advance by the Client’s coordinator.²

D. Payment Conditions

Payment shall be made in [*specify currency*] not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4.

4. Project Administration

A. Coordinator

The Client designates Mr./Ms. [*insert name*] as Client’s Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets

During the course of their work under this Contract, including field work, the Consultant’s employees providing services under this Contract may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Project Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a

¹ Select the applicable rate and delete the others.

² Specific expenses can be added as an item (iii) in paragraph 3.C.

reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.

- 5. Performance Standard** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 6. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 7. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.³
- 8. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 10. Assignment** The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of *[insert government]*, and the language of the Contract shall be⁴ *[insert language]*.
- 12. Dispute Resolution⁵** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.

³ Restrictions about the future use of these documents and software, if any, shall be specified at the end of Article 7.

⁴ The law selected by the Client is usually the law of its country. However, the Bank does not object if the Client and the Consultant agree on another law. The language shall be English, French, or Spanish, unless the Contract is entered into with a domestic firm, in which case it can be the local language.

⁵ In the case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 12: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

13. Conflict of Interest

A. The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client’s interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

.1 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

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

a. Conflicting activities

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

b. Conflicting assignments

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

c. Conflicting relationships

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

14. Unfair Competitive Advantage

.2 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants.

15. Corrupt and Fraudulent Practices

3.1 The Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth in Attachment 1.

3.2 In further pursuance of this policy, Consultant shall permit and shall cause its agents, Experts, Sub-consultants, sub-contractors, services providers, or suppliers to permit the Bank to inspect all accounts, records, and other documents relating to the submission of the Proposal and contract performance (in case of an award), and to have them audited by auditors appointed by the Bank.

16. Eligibility

.3 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

.4 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the Applicable Guidelines.

.5 As an exception to the foregoing Clauses 6.1 and 6.2 above:

a. Sanctions

.5.1 A firm or an individual sanctioned by the Bank in accordance with the above Clause 5.1 or in accordance with "Anti-Corruption Guidelines" shall be ineligible to be awarded a Bank-financed contract, or to benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall determine. The list of debarred firms and individuals is available at the electronic address specified in the **Data Sheet**.

b. Prohibitions

.5.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for Government-owned Enterprises

4.3.3 Government-owned enterprises or institutions in the Borrower's country shall be eligible only if they can establish that they (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) that they are not dependent agencies of the Client

To establish eligibility, the government-owned enterprise or institution should provide all relevant documents (including its charter) sufficient to demonstrate that it is a legal entity separate from the government; it does not currently receive any substantial subsidies or budget support; it is not obligated to pass on its surplus to the government; it can acquire rights and liabilities, borrow funds,

and can be liable for repayment of debts and be declared bankrupt; and it is not competing for a contract to be awarded by the government department or agency which, under the applicable laws or regulations, is its reporting or supervisory authority or has the ability to exercise influence or control over it.

d. Restrictions for public employees

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

(i) are on leave of absence without pay, or have resigned or retired;

(ii) are not being hired by the same agency they were working for before going on leave of absence without pay, resigning, or retiring (in case of resignation or retirement, for a period of at least 6 (six) months, or the period established by statutory provisions applying to civil servants or government employees in the Borrower's country, whichever is longer. Experts who are employed by the government-owned universities, educational or research institutions are not eligible unless they have been full time employees of their institutions for a year or more prior to being included in Consultant's Proposal.; and

(iii) their hiring would not create a conflict of interest.

ANNEX 2. BANK POLICY – CORRUPT AND FRAUDULENT PRACTICES

(this Attachment shall not be modified)

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

“Fraud and Corruption

1.23 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. In pursuance of this policy, the Bank:

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party⁵;
 - (ii) “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation⁶;
 - (iii) “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁷;
 - (iv) “coercive practices” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁸;
 - (v) “obstructive practice” is
 - (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare mis-procurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely

⁵ For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

⁶ For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

⁷ For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other’s bid prices or other conditions.

⁸ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;

- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures⁹, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated¹⁰ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Reporting Obligations

Annex C: Cost Estimate of Services, List of Personnel and Schedule of Rates

⁹ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

¹⁰ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.