



Government of Pakistan  
Ministry of Federal Education and Professional Training

# Request for Quotations

*Description: **INNOVATIVE FINANCING WORKSHOP***

**Ref No:** *[PK-MOFEPT--RFQ]*

**Project:** *[ASPIRE ]*

**Employer:** *[Ministry of Federal Education & Professional Training (MoFEPT), Islamabad, Pakistan]*

**Country:** *[Pakistan]*

**Issued on:** *[21<sup>st</sup> September 2023]*

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# Request for Quotations

RFQ Ref No.: PK-MOFEPT-357389-NC-RFQ

RFQ Date: 21<sup>st</sup> Sep 2023

To: \_\_\_\_\_ [ *insert Offeror's name* ]

Dear [ *insert name of Offeror's representative* ]:

## Request for Quotation (RFQ)

1. This RFQ is for the procurement of activity for *Innovative Financing think shop for Education sector reforms to support DLIs work under ASPIRE* .
2. The *Ministry of Federal Education & Professional Training (MoFE&PT)* has received financing from the World Bank (Bank) toward the cost of the *ASPIRE* and intends to apply part of the proceeds toward payments under the contract for *Innovative financing for education sector reforms* described in Annex 1: Purchaser's Requirements, attached to this RFQ.

## Fraud and Corruption

3. The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the attachment to the Contract Conditions (Annexure-Z).
4. In further pursuance of this policy, Offerors shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, offerors, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to the RFQ and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

## Eligible Services

5. All the *Services* to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Para. 10.

## Eligible Offerors

6. In case the Supplier is a joint venture (JV), all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Request for Quotations process and, in the event the JV is awarded the Contract, during contract execution.

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7. An Offeror may have the nationality of any country, subject to the restrictions pursuant to para. 9 and 10 hereinafter. A Offeror shall be deemed to have the nationality of a country if the Offeror is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or subconsultants for any part of the Contract including Related Services.
  8. Firms and individuals may be ineligible if so indicated in para. 10 below 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 supply of Goods or the contracting of works or 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 or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
  9. In reference to paras. 6 and 8, for the information of Offerors, at the present time firms, goods and services from the following countries are excluded from this procurement process:
    - (a) Under para. 6 and 9 (a): [*“none”*].
    - (b) Under para. 6 and 9 (b): [*“none”*]
  10. A Offeror that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in the attachment to the Contract Conditions (Attachment A) paragraph 2.2 d., shall be ineligible to submit Quotations or be awarded or otherwise benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. A list of debarred firms and individuals is available on the Bank's external website: <http://www.worldbank.org/debarr>.
  11. Offerors that are state-owned enterprises or institutions in the Purchaser's country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they:
    - (a) are legally and financially autonomous;
    - (b) operate under commercial law; and
    - (c) are not under supervision of the Purchaser.

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12. A Offeror shall not have a conflict of interest. Any Offeror found to have a conflict of interest shall be disqualified. A Offeror may be considered to have a conflict of interest for the purpose of this Request for Quotations process, if the Offeror:
- (a) directly or indirectly controls, is controlled by or is under common control with another Offeror that submitted a Quotation; or
  - (b) receives or has received any direct or indirect subsidy from another Offeror that submitted a Quotation; or
  - (c) has the same legal representative as another Offeror that submitted a Quotation;
  - (d) has a relationship with another Offeror that submitted a Quotation, directly or through common third parties, that puts it in a position to influence the Quotation of another Offeror, or influence the decisions of the Purchaser regarding this Request for Quotations process; or
  - (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, or Related Services, that are the subject of the Request for Quotations process; or
  - (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for implementing the Contract; or
  - (g) would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the preparation or implementation of the project specified in this Request for Quotations, that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
  - (h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who:
    - (i) are directly or indirectly involved in the preparation of the Request for Quotations or specifications and/or the evaluation of Quotations, of the subject Contract; or
    - (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Request for Quotations process and execution of the Contract.

### **Bid Security**

13. Not Applicable as it is smaller procurement under IOC

### **Validity of Offers**

14. The offers shall be valid until 3<sup>rd</sup> Oct 2023.

## Quoted Price

15. *Prices shall be quoted in the following manner:*

The Offeror shall quote its total price in Pak Rupees (PKR) as per the Quotation form provided in the Annex-2 of this RfQ.

The Offeror should quote against activities listed down in the Appendices-A, B, C, D, E & F against each category of RFQ

LOT (i) Comprises on Refreshment Lunch Boxes

LOT (ii) Printing Material development as per design flyers , Pana flex , standees , folders

## Clarifications

16. Any clarification request regarding this RFQ may be sent in writing to ***[Procurement specialist / Coordination Consultant, Program Coordination Unit, Ministry of Federal Education & Professional Training, Islamabad]*** before ***[03:00 p.m. 27<sup>th</sup> Sep 2023]***.

### Submission of Quotations

17. Quotations shall be submitted in the form attached at Annexure-2, ***in hard copy, by hand or through registered courier.*** Quotations submitted as email attachments shall be in the form of scanned non- editable images. *To facilitate the procurement process, the Employer may require copies of the same quotations in other formats (such as in Word or Excel).*

18. The deadline for submission of Quotations is ***[ 1<sup>st</sup> Oct 2023 before 02:30 p.m.]***

19. The address for submission of Quotations is:

***Attention: [Program Coordination Consultant, Program Coordination Unit, Ministry of Federal Education & Professional Training, Ground Floor, Khayaban-e-Suharwardy, Zero Point, Islamabad]***

***Ph: +92-51-9252497, 9252396***

20. E-mail address (es): [uzma.malik.pcu@gmail.com](mailto:uzma.malik.pcu@gmail.com) ; [abbas.pado1@gmail.com](mailto:abbas.pado1@gmail.com)

## Opening of Quotations

21. Quotations will be opened by the Purchaser's representatives immediately after the deadline for the submission of Quotations.

## Evaluation of Quotations

22. The quotations will be evaluated through IOC Committee on a lump-sum basis to determine their substantial responsiveness against all categories of Workshop.

26. The lowest evaluated price will be determined after correcting any arithmetic errors and other specified adjustments, if any.

**Evaluation for the whole package**

28. “Quotation will be evaluated for the whole package under this RFQ. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed not included in the Quotation, and provided that the Quotation is substantially responsive, the average of the item price as quoted by substantially responsive Offerors will be added to the Quoted Price and the equivalent total price of the Quotation so determined will be used for price comparison.”
29. For evaluation and comparison purposes, the currency(ies) of the Quotations shall be converted into a single currency. The currency that shall be used for comparison purposes to convert at the selling exchange rate(s) offered prices expressed in various currencies into a single currency is ***Pak Rupees (PKR)***. The source of exchange rate shall be: ***State Bank of Pakistan***. The date for the exchange rate shall be **applicable as per submission date i.e., deadline for submission of quotation.**

**Contract Award**

30. The Contract will be awarded to the Offeror/s who:
  - (a) is eligible and offers eligible services;
  - (b) offers the lowest evaluated price/s,
  - (c) technically compliant quotation, and
  - (d) guarantees service delivery, in accordance with the delivery period/s.
31. The Purchaser shall invite by the quickest means [*through email or virtual meeting*] the successful Offeror/s for any discussion/ negotiation that may be needed to conclude the contract or otherwise for contract signature.
32. The Purchaser shall communicate by the quickest means with the other Offerors on its contract award decision. An unsuccessful Offeror may request clarifications as to why its quotation was not determined to be successful. The Purchaser will address this request within a reasonable time.
33. The Purchaser shall publish a contract award notice on its website with free access, if available, or in a newspaper of national circulation or UNDB online, within 15 days after award of contract. The information shall include the name of the successful Offeror, the Contract Price, the Contract duration, summary of its scope and the names of the Offerors and their quoted and evaluated prices.

Procurement Specialist

**Annex 1: Purchaser's Requirements**

**Annex 2: Quotation Form**

**Annex 3: Contract Forms**



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# **ANNEX 1: Purchaser's Requirements**

## **TOR /CONCEPT NOTE FOR INNOVATIVE FINANCING**

Organizing think shop event is a critical part of bringing visibility to various components of the project. In order to give continuity to the activities being carried out for generating awareness about project Innovative financing interventions and ensuring sustainability at the grassroots level, MOFEPT intends to hire a firm for logistic services for printing material dissemination and refreshment for audience through Shopping method.

### **1. Activities to be Undertaken Annexure - As per schedule of Requirement**

In order to disseminate the project interventions and achievements in Pakistan, 100 printed folders (around 20 pages) will be developed and distributed among stakeholders. These booklets will highlight the project interventions in a visually compelling manner.



**Appendix-IV (Logistic arrangement for 100 persons 100 folders Printed material 10 pages on Project Interventions)**

<b>Description</b>	<b>Quantity</b>
Standard Printed File Folder	100
Printed backdrop	1
Printed material One package to consist of <b>ten pages printed one-sided – Color prints 4 color</b>	100 unit (1 unit = 1 package)
Standeers and stands – along with panaflex	2 each
Stationery package including ballpoint pen, pencil, sharpener, eraser, notepad	100 packages
Lunchboxes – including water bottles good with 2 to 3 variety options as senior level engagement is there	100
Running tea (including coffee, tea, green tea, assorted soft drinks and mineral water, snacks including brown bread and white bread sandwiches, patty, assorted sweet and salty cookies) with two three options	Enough for 100 people
Logistics arrangement for panelists including transport from airport, accommodation for one night, ta/da  Depending upon the number of participants staying one night and their pick and drop cost and the number will be given accordingly	
GST Cost 18%	
Total Cost inclusive of taxation and transportation charges	



## ANNEX 2: Quotation Forms

### Offeror Quotation Form

<b>From:</b>	<i>[Insert Firm's name; in case of a joint venture, specify the name of the joint venture]</i>
<b>Firm's Representative:</b>	<i>[Insert name of Firm's Representative]</i>
<b>Title/Position:</b>	<i>[Insert Representatives title or position]</i>
<b>Address:</b>	<i>[Insert Firm's address]</i>
<b>Email:</b>	<i>[Insert Firm's email address]</i>

<b>To:</b>	<i>Program Coordination Unit (PCU), Ministry of Federal Education &amp; Professional Training (MoFE &amp; PT), Government of Pakistan.</i>
<b>Employer's Representative Title/Position:</b>	<i>Program Coordination Consultant, Program Coordination Unit (PCU)</i>
<b>Address:</b>	<i>PCU Office, Khayaban-e-Suharwardy, Zero Point, Islamabad.</i>
<b>RFQ Ref No.:</b>	<i>PK-MOFEPT-357389-NC-RFQ</i>
<b>Date of Quotation:</b>	<i>21<sup>st</sup> September 2023</i>

Dear *[insert name of Purchaser's Representative]*:

#### SUBMISSION OF QUOTATION

##### 1. Conformity and no reservations

In response to the above named RFQ we offer to provide relevant services as per this Quotation and in conformity with the RFQ, Delivery and Completion Schedules. We confirm that we have examined and have no reservations to the RFQ, including the Contract.

##### 2. Eligibility

We meet the eligibility requirements and have no conflict of interest, in accordance with the Request for Quotations.

##### 3. Suspension and Debarment

We, along with any of our subcontractors, offerors, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the

Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

#### 4. Quotation Price

The total price of our offer is [*insert the total price of the offer in words and figures, indicating the various amounts and the respective currencies*].

#### 5. Quotation Validity

Our Quotation shall be valid until the date specified in the RFQ, and it shall remain binding upon us and may be accepted at any time before it expires.

#### 6. Commissions, gratuities, fees

We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quotation

[*If none has been paid or is to be paid, indicate "none."*]

Name of Recipient	Address	Reason	Amount

#### 7. Not Bound to Accept

We understand that you reserve the right to:

- a. accept or reject any Quotation and are not bound to accept the lowest evaluated cost Quotation, or any other Quotation that you may receive, and
- b. annul the RFQ process at any time prior to the award of the Contract without incurring any liability to Offerors.

#### 8. Fraud and Corruption

We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

On behalf of the Offeror:

Name of the person duly authorized to sign the Quotation on behalf of the Offeror: *[insert complete name of person duly authorized to sign the Quotation]*

Title of the person signing the Quotation: *[insert complete title of the person signing the Quotation]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

## Price Schedules

*[The following forms may be used by the Offeror for submitting its quotation. The forms may also be used for the contract subsequent to any negotiations.]*

<b>Quotation for Related Services: Price Schedule</b>				
1	2	3	4	5
Activity No.	Description of Services	Completion Period at place of Final destination	Quantity and physical unit	<u>Total Price per Service- PKR</u>
<i>[insert number of the item]</i>	<i>[insert name of Services]</i>	<i>[insert Delivery Period at place of final destination per Service]</i>	<i>[insert number of items to be supplied and name of the physical unit]</i>	<i>[insert total price per item]</i>
1		Islamabad	As per requirements in Appendix-I	
2			As per requirements in Appendix-II	
3				
4				
5				
	<i>Applicable Taxes</i>			
<b><u>Total Quote Price (PKR)</u></b>				



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## ANNEX 3: Contract Forms

### Contract Agreement

THIS AGREEMENT is made the [ *insert: number* ] day of [ *insert: month* ], [ *insert: year* ].

BETWEEN

- (1) *Ministry of Federal Education & Professional Training, Government of Pakistan*] and having its principal place of business at [ *First Floor, Block-C, Pakistan Secretariat, Islamabad*] (hereinafter called “the Purchaser”), of the one part, and
- (2) [ *insert name of Supplier* ], a corporation incorporated under the laws of [ *insert: country of Supplier* ] and having its principal place of business at [ *insert: address of Supplier* ] (hereinafter called “the Supplier”), of the other part :

WHEREAS the Purchaser invited quotations for certain activities to run the ancillary services, [ *insert brief description of Goods and Services*] and has accepted a quotation by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Letter of Award of Contract
  - (b) the Supplier’s quotation
  - (c) Conditions of Contract
  - (d) the Purchaser’s Requirements (including Schedule of Requirements)
  - (e) the completed Schedules (including Price Schedules)
  - (f) any other document listed as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the respective services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the respective services and the remedying of defects therein, the Contract Price or such other

sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[Pakistan]* on the day, month and year indicated above.

**For and on behalf of the Purchaser:**

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

**For and on behalf of the Supplier:**

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

## Conditions of Contract

<p><b>1. Definitions</b></p>	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> <li>(a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</li> <li>(b) “CC” means the Conditions of Contract.</li> <li>(c) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.</li> <li>(d) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.</li> <li>(e) “Contract Price” means the price payable to the Supplier as specified in CC 8.1, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.</li> <li>(f) “Day” means calendar day.</li> <li>(g) “Completion” means the fulfillment of the Related Services, as applicable, by the Supplier in accordance with the terms and conditions set forth in the Contract.</li> <li>(h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.</li> <li>(i) “Party” means the Purchaser or the Supplier, as the context requires, and “Parties” means both of them.</li> <li>(j) “Purchaser” means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2.</li> <li>(k) “Purchaser’s Country” is the country specified in the CC 2.</li> <li>(l) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract, as applicable.</li> <li>(m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of</li> </ul>
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	<p>the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.</p> <p>(n) “Supplier” means the person, private or government entity, or a combination of the above, whose Quotation to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.</p> <p>(o) “The Project Site,” where applicable, means the place named CC 2.</p>
2. <b>Purchaser, Purchaser’s Country, Project Site/Final Destination</b>	<p>2.1 The Purchaser is: <b><u>[Ministry of Federal Education &amp; Professional Training, Islamabad]</u></b></p> <p>2.2 The Purchaser’s Country is: <b><i>Pakistan</i></b></p>
3. <b>Incoterms</b>	3.1 N/A
4. <b>Notices and Addresses for notices</b>	<p>4.1 Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt.</p> <p>A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p> <p><b><u>Address for notices to the Employer:</u></b></p> <p><b><i>[Procurement Coordination Consultant Program Coordination Unit, Ministry of Federal Education &amp; Professional Training] [Ground Floor, PCU Building, Zero Point, Khayaban-e-Suharwardy, Islamabad]</i></b></p> <p><b><u>Address for notices to the Supplier:</u></b></p> <p><i>[insert the name of officer authorized to receive notices] [title/position] [department/work unit] [address] [Electronic mail address]</i></p>
5. <b>Governing Law</b>	5.1 The Contract shall be governed by and interpreted in accordance with the laws of <b><i>[Pakistan]</i></b>

	<p>5.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's Country when:</p> <ul style="list-style-type: none"> <li>(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or</li> <li>(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.</li> </ul>
<p><b>6. Settlement of Disputes</b></p>	<p>(a) Contracts with Supplier national of the Purchaser's Country:</p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country. i.e. <u><b>Under Arbitration Act, 1940</b></u> ]</p>
<p><b>7. Shipping and other documents to be provided</b></p>	<p>7.1 The Delivery of the Completion of the Relevant Services as applicable shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements.</p>
<p><b>8. Contract Price</b></p>	<p>8.1 The Contract Price is specified in Price Schedule 4.</p> <p>8.2 Subject to CC 31 and 32, the prices charged by the Supplier for the Services provided under the Contract shall not vary from the prices quoted by the Supplier and accepted by the Purchaser.</p>
<p><b>9. Terms of payment</b></p>	<p>9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for respective Services supplied from within the Purchaser's Country shall be made in Pak Rupees (PKR), as follows:</p> <ul style="list-style-type: none"> <li>(i) <b>On Delivery:</b> 100) percent of the Contract Price shall be paid on delivery of services against each category of within 15 days of submission of invoice and related documents.</li> </ul>
<p><b>10. Taxes and Duties</b></p>	<p>10.1 For respective services provided within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of all relevant services to the Purchaser.</p>

	10.2 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
<b>11. Subcontractors</b>	11.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Quotation. Such notification, in the original Quotation or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
<b>12. Specifications and Standards</b>	12.1 The respective supplied under this Contract shall conform to the requirements mentioned against each category of the communication campaign and when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the requirements.
<b>13. Insurance cover</b>	N/A
<b>14. Transportation</b>	N/A
<b>15. Inspections</b>	15.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out the relevant quality inspections of the relevant Services <b>as are specified in the Requirements</b> .
<b>16. Completion Date</b>	16.1 The Completion Date of Respective Services shall be: <b><u>[4<sup>th</sup> October 2023]</u></b> .
<b>17. Liquidated damages and bonuses</b>	N/A
<b>18. Fraud and Corruption</b>	18.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment A to the Conditions of Contract.  18.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the request for quotations or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.

<p><b>19. Inspections and Audit by the Bank</b></p>	<p>19.1 Pursuant to paragraph 2.2 e. of the attachment to the Conditions of Contract, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, offerors, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the request for quotations process and/or execution of Contract. The Supplier's and its subcontractors attention is drawn to CC 22.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p>
<p><b>20. Limitation of Liability</b></p>	<p>20.1 Except in cases of criminal negligence or willful misconduct,</p> <ul style="list-style-type: none"> <li>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</li> <li>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.</li> </ul>
<p><b>21. Force Majeure</b></p>	<p>21.1 The Supplier shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>21.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes.</p> <p>21.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the</p>

	<p>Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>21.4 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party.</p>
<p><b>22. Termination</b></p>	<p>22.1 Termination for Default</p> <p>The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <ul style="list-style-type: none"> <li>(i) if the Supplier fails to deliver any or all of the services within the period specified in the Contract, or within any extension thereof granted by the Purchaser;</li> <li>(ii) if the Supplier fails to perform any other obligation under the Contract; or</li> <li>(iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, in competing for or in executing the Contract.</li> </ul> <p>In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services if applicable similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services if applicable. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p>22.2 Termination for Convenience</p> <ul style="list-style-type: none"> <li>(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</li> </ul>



<p><b>23. Forced Labor</b></p>	<p>23.1 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in CC 27.2 and CC 27.3.</p> <p>23.2 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.</p> <p>23.3 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.</p>
<p><b>24. Child Labor</b></p>	<p>24.1 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age).</p> <p>24.2 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.</p> <p>Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work:</p> <ul style="list-style-type: none"> <li>(a) with exposure to physical, psychological or sexual abuse;</li> <li>(b) underground, underwater, working at heights or in confined spaces;</li> <li>(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;</li> <li>(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or</li> <li>(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.</li> </ul>
<p><b>25. Health and safety obligations</b></p>	<p>25.1 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations,</p>

	laws, guidelines, and any other requirement stated in the Technical Specifications.
<b>26. Patent Indemnity</b>	<p>26.1 The Supplier shall, subject to the Purchaser's compliance with CC 30.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:</p> <p>a) the provision of services by the Supplier or the use of the Goods in the country where the Site is located; and</p> <p>Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.</p> <p>26.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC 30.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.</p> <p>26.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>26.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.</p> <p>26.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing</p>

	<p>at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.</p>
<p><b>27. Change Orders and Contract Amendments</b></p>	<p>27.1 The Purchaser may at any time order the Supplier through notice in accordance CC 4.1, to make changes within the general scope of the Contract in any one or more of the following:</p> <p>(a) the Respective Services to be provided by the Supplier.</p> <p>27.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.</p> <p>27.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.</p> <p>27.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
<p><b>28. Change in Laws and Regulations</b></p>	<p>28.1 Unless otherwise specified in the Contract, if after the date of submission of Quotation, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.</p>

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# Attachment-Z to the Conditions of Contract

## Fraud and Corruption

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

### 1. Purpose

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

### 2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

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- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, offerors and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
  - d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
  - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and offerors, and their sub-contractors, sub-consultants, service providers, offerors, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

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## Sample Letter of Award of Contract

*[modify as appropriate]*

*[use letterhead paper of the Purchaser]*

*[date]*

To: *[name and address of the Supplier]*

Subject: **Notification of Award of Contract No. . . . . .**

In reference to the RFQ *[insert reference number and date]*, your Quotation *[insert reference number and date]* has been accepted.

Please find inclosed herewith the Contract. You are requested to sign the contract within *[insert no of days]*.

***[Insert the following only if Performance Security is required:]*** “You are also requested to furnish a Performance Security within *[insert no of days]* in accordance with the Conditions of the Contract, using for that purpose one of the Performance Security Forms attached to the Contract.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency: \_\_\_\_\_

**Attachment: Contract**