



**REQUESTS FOR QUOTATIONS (RFQ)  
FOR FRAMEWORK CONTRACT  
FOR RENTAL VEHICLES SERVICES**

The Govt. of Pakistan (hereinafter called "Borrower") has received financing from the International Development Association (IDA) in the form of a "loan" (hereinafter called "loan") toward the cost of "Punjab Human Capital Investment Project". Punjab Social Protection Authority (PSPA), an implementing agency, intends to apply a portion of the proceeds of this loan to eligible payments under the contract of rental vehicle services. Accordingly, separate sealed quotations are invited from the local service provider.

PHCIP-PSPA now invites sealed quotations from eligible service providers for the rental vehicles services for PHCIP-PSPA. The offerers must have performed minimum 03 contracts of similar size and nature. Requirement of rental vehicle services for daily basis with fuel is given below:

Sr. #	Make & Model
1.	Toyota Corolla GLI 1300 CC or equivalent, Model 2022 or above, with fuel & driver
2.	Toyota Hilux Revo 3000 CC or equivalent, Model 2022 or above, with fuel & driver

A complete set of RFQ documents containing detailed terms & conditions can be obtained from PHCIP-PSPA Procurement Room, 78-79, D-New Muslim Town, Wahdat Road, Lahore. The advertisement and RFQ documents shall also be available on website <https://pspa.punjab.gov.pk/>

Quotations, duly accompanied by a "Quotation Security of PKR 28,700/- must be delivered to the address given below on or before 1500 hours on 25th March, 2024. Electronic submission shall not be permitted. Late quotations will not be accepted.

Quotations will be publicly opened by the Purchaser's representatives immediately after the deadline for the submission of quotations in the Committee Room, PHCIP-Punjab Social Protection Authority, 78, 79 D-Muslim Town, Wahdat Road, Lahore.

**PROJECT DIRECTOR**

**Punjab Human Capital Investment Project (MICIP)**

**Punjab Social Protection Authority**

**78-79, D-Muslim Town, Wahdat Road, Lahore**

**Ph: 042-99232359-60 Fax: 042-99231708**

**Email: [adproc.phcip@pspa.punjab.gov.pk](mailto:adproc.phcip@pspa.punjab.gov.pk)**

**Website: <https://pspa.punjab.gov.pk/>**

# PROCUREMENT OF NON-CONSULTING SERVICES

## REQUEST FOR QUOTATIONS

For

FRAMEWORK CONTRACT FOR RENTAL VEHICLES SERVICES  
UNDER PUNJAB HUMAN CAPITAL INVESTMENT PROJECT

**Project:** Punjab Human Capital Investment Project (PHCIP)

**Employer:** PMU-Punjab Human Capital Investment Project-Punjab Social  
Protection Authority (PSPA)

**Country:** Pakistan

**Issued on:** 08<sup>th</sup> March, 2024.

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# Request for Quotations

## Procurement of Vehicles Services on Rental Basis

**RFQ Date:** 08<sup>th</sup> March, 2024

### **Request for Quotation (RFQ)**

This RFQ is issued for the rental vehicle Services for entire Punjab and Islamabad Territory under Punjab Human Capital Investment Project.

Government of Pakistan has received financing from the International Development Association (World Bank) in the form of a loan. PMU-PHCIP-PSPA intends to apply part of the proceeds toward payments under the contracts of rental vehicle services for Head Office and Field Offices under Punjab Human Capital Investment Project.

The procuring agency now invites quotations from eligible service providers who have successfully completed at least 03 contracts of similar size and nature.

### **Requisite Documents**

The service provider who opts to offer the services shall submit a quotation in the form included to this RFQ and valid registration with concerned regulatory body (if any), copy of CNIC (in case Sole Proprietor). The service provider should be registered & active taxpayer with Federal Board of Revenue and Punjab Revenue Authority.

### **Validity of offers**

The offers shall be valid for 30 days from the date of submission of Quotation.

### **Quoted Price**

Prices shall be quoted in the following manner:

- (a) Offered rates will be on daily basis (24 hours per day) at:
  - i. For Lahore, the offered rates will be at 78/79, D-New Muslim Town, Lahore as detailed at “**Annex-A**” and shall inclusive of all taxes.
  - ii. The central point of each city, generally the civil courts.

- (b) The contractual unit prices shall be fixed during the Service Provider's performance of the Contract and not subject to adjustment.

**Time Period:**

The successful service provider shall have to provide vehicles after issuance of LOA/contract/email as per following requirement:

- Daily basis: within 12 hours.

**Extension of Delivery period:**

In special circumstances, request for extension of provision of services may be considered by the competent authority on the written request of the service provider before the target date of supply, which will be authorized to either accept or reject the request of service provider without assigning any reason.

**Other terms & conditions**

- a) The service provider shall provide the rental services for inter district / intra district travelling on daily (24 hours basis) for vehicles and working air conditioner detail at **Annex-A**. The quantity of vehicles may vary as per requirement of the employer.
- b) The service provider shall provide the fuel for all vehicle.
- c) The vehicle provided under this contract shall have vehicle tracker system.
- d) The vehicle provided under this contract shall also be completely insured.
- e) The service provider shall be fully responsible for all payments like E.O.B.I., Social Security, Health Insurance, etc. of their staff/drivers.
- f) The employer will deduct income tax and PRA or any tax, if applicable, as per prescribed rates of the Government.
- g) The contract may be revoked by the employer at any time in case of unsatisfactory services or failure to perform services after serving prior warning notice and all payments will be withheld by the employer and moreover, the legal action may be initiated against the service provider.  
Unsatisfactory services shall include:
  - i. Absenteeism without intimation
  - ii. Reckless driving
  - iii. Frequent accidents
  - iv. Misbehavior by drivers
  - v. Improper hygiene of self and cleanliness of vehicle
  - vi. Not maintaining proper log book / travel detail and enclosing it with the monthly invoice.
  - vii. Drivers being unaware of local routes within the particular duty city.
  - viii. The driver must coordinate with the traveling officer within 2 hours after confirmation of tour.
- h) The service provider shall be responsible for the repair & maintenance of all vehicles provided under this contract.

- i) In case of theft, snatching, accident or total loss to the vehicle through accidents the service provider will deal with the insurance company for documentation, depreciation and final claim settlements.
- j) In case of repair, if the vehicles took more than 1 day then service provider shall provide alternate similar vehicle on urgent basis at same point without any delay and in this regard no extra charges shall be paid by the employer.
- k) The service provider shall be fully responsible to provide the competent and well trained drivers having following qualities for the performance of services under this Contract:
  - i. Driver must be able maintain (read and write) log book in proper manner.
  - ii. Driver shall not be allowed to smoke in car.
  - iii. Driver shall maintain himself and the car in proper hygienic condition.
  - iv. Drive must have the code of conduct for driving of vehicles.

### **Quotation Security:**

- a) Quotation Security of PKR 28,700/- must be attached in shape of a Bank Draft/Pay Order/Demand Draft from nationalized/Scheduled Bank in Pakistan in the name of Project Director PHCIP-PSPA. The quotation found deficient of the Quotation Security amount shall be rejected.
- b) The quotation security to the unsuccessful offerors shall be returned immediately after signing of contract agreement to the lowest evaluated responsive offeror and in case of successful offeror, quotation security will be released upon submission of performance security for warranty period.

### **Clarifications**

Any clarification request regarding this RFQ may be sent in writing to PHCIP-PSPA office, 78-79, D-New Muslim Town, Wahdat Road, Lahore at [adproc.phcip@pspa.punjab.gov.pk](mailto:adproc.phcip@pspa.punjab.gov.pk) no later than five (05) days after issuance of RFQ. The Employer will forward copies of its response to all Service providers including description of the inquiry but without identifying its source.

### **Submission of Quotations**

- a. Quotations are to be submitted in the form attached at **Annex-B** "Service Provider Quotation Form" **by courier or by hand.**
- b. The deadline for submission of Quotations is 25<sup>th</sup> March, 2024, 1500 hrs.
- c. The address for submission of Quotations is:

#### **Attention: Project Director**

Punjab Human Capital Investment Project,  
Punjab Social Protection Authority  
Address: 78/79, D-New Muslim Town, Wahdat Road, Lahore  
E-Mail Address: [adproc.phcip@pspa.punjab.gov.pk](mailto:adproc.phcip@pspa.punjab.gov.pk)

### **Opening of Quotations**

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

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**Evaluation of Quotations**

Quotations will be evaluated to ensure compliance with the requirements of the RFQ as per schedule and technically eligible service provider shall be on the basis of lowest rate offered.

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

**Travel Allowances & Accommodation: -**

PMU-PHCIP-PSPA will not provide any travel related allowance, accommodation or boarding and lodging arrangements to any driver. This will be the sole responsibility of the service provider. The self-arranged accommodation of drivers should be within 3 kilometers of the stay of the PHCIP-PSPA employees. The successful service provider shall be responsible for any damages or misuse of vehicle after release of duty from the traveler.

**Service Provider Security: -**

The service provider providing services shall be responsible for the security of the driver, vehicle or any items coming along with the rented vehicle. PMU-PHCIP-PSPA will not be responsible for any loss whatsoever due to security risks, negligence of driver or otherwise. PMU-PHCIP-PSPA promotes no arms/ammunition policy, therefore no arms/ammunition will be allowed during PMU-PHCIP-PSPA's business.

The vehicle under use of PMU-PHCIP-PSPA will only be strictly used for PMU-PHCIP-PSPA Staff. No lifts to be entertained.

**Contract Period**

Contract(s) will be awarded initially for the period of twelve (12) months, extendable for further period on mutual consent of both parties.

**Contract Award**

The Contract will be awarded to the Service provider/s who:

- a. offers the lowest evaluated price/s (vehicle wise & rate wise (daily basis),
- b. Technically compliant quotation.

The employer shall invite by the quickest means the successful service provider for any discussion that may be needed to conclude the contract or otherwise for contract signature.

**Fraud and Corruption**

The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the attachment to the Contract Conditions (Attachment A).

In further pursuance of this policy, the supplier shall permit and shall cause their agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, 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.

On behalf of the Employer:

**Signature:**

**Name:**

**Title/position:**



**Attachments:****Annex A: Employer's Requirements****Annex B: Quotation Form****Annex C: Price Schedule****Annex D: Checklist****Annex E: Quotation Securing Declaration****Annex F: Contract Forms**

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## ANNEX A: Employer's Requirement

Sr. #	Make & Model
1	Toyota Corolla GLI 1300 CC or equivalent, Model 2022 or above, with driver
2	Toyota Hilux Revo 3000 CC or equivalent, Model 2022 or above, with driver

**Note:** The vehicles must be in excellent condition and not older than 2022 model. The vehicle provided shall be a registered, with complete toolkit, including but not limited to spare wheel, wheel change kit, battery jumper cable, functional Seat belt (front & rear) etc. In case of visit to remote area, vehicles must have space to carry extra fuel.

## ANNEX B: Quotation Forms

### Service provider Quotation Form

<b>From:</b>	[ <i>Service provider's name</i> ]
<b>Service provider's Representative:</b>	[ <i>Insert name of Service provider's Representative</i> ]
<b>Title/Position:</b>	[ <i>Insert Representatives title or position</i> ]
<b>Address:</b>	[ <i>Insert Service provider's address</i> ]
<b>Email:</b>	[ <i>Insert Service provider's email address</i> ]

<b>To:</b>	Punjab Human Capital Investment Project, PSPA
<b>Employer's Representative:</b>	Mr. Ali Shahzad
<b>Title/Position:</b>	Project Director, PHCIP-PSPA
<b>Address :</b>	Punjab Social Protection Authority, 78/79, D-New Muslim Town, Wahdat Road, Lahore
<b>Date of Quotation:</b>	25-03-2024

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

#### SUBMISSION OF QUOTATION

##### 1. Conformity and no reservations

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

##### 2. Eligibility

If awarded the Contract, the Goods and Related Services, which we supply shall be sourced from an eligible country.

We, along with any of our subcontractors, suppliers, 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 Employer's Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

### 3. 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]*.

### 4. Quotation Validity

Our Quotation shall be valid for 60 days specified in the RFQ, and it shall remain binding upon us and may be accepted at any time before it expires.

### 5. 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 Suppliers.

### 6. 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 Supplier:

Name of the person duly authorized to sign the Quotation on behalf of the Supplier: *[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]*

## ANNEX C

### Price Schedules

*[The following forms may be used by the Service provider for submitting its quotation. The forms may also be used for the contract.]*

Sr. #	Make & Model	Fuel	Rate (Rs.) (Inclusive of all taxes)	
			Per KM	Per Day
1	Toyota Corolla GLI 1300 CC or equivalent, Model 2022 or above, with driver	With Fuel		
2	Toyota Hilux Revo 3000 CC or equivalent, Model 2022 or above, with driver	With Fuel		

NOTE: Contract will be signed according to the current fuel price as mentioned on PSO website (at the time of signing the contract). If fuel price increases or decreases minimum 5% or more, fuel charges will be adjusted accordingly.

**Signature & Stamp of Authorized Representative of Service Provider**

## ANNEX D

### TENDER CHECK LIST

S. #	DESCRIPTION	Tick Yes / No		Documents Attached at Annexure
1	Relevant 03 years past experience of similar nature of job. (Attach Purchase/Work Orders/Contract).			
2	Registration of Company / Firm / Sole Proprietor (name of relevant registration entity where the firm is legally registered), copy of CNIC (in case Sole Proprietor).			
3	NTN & PRA Registration certificate with active taxpayer status.			
4	Affidavit regarding non-involvement in any arbitration/ litigation with any government agency / department and not blacklisted as well.			
5	List of satisfied customers along with their contact numbers			
6	Quotation Security of PKR 28,700/- must be attached in shape of a Bank Draft/Pay Order/ Demand Draft.			

**Note:** Service providers must fill-up above mentioned checklist / table and attach copies of required documents with proper annexures along with quotation.

**Submission of all above documents is mandatory for qualification criteria.**

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## ANNEX F: Contract Forms

### Contract Agreement

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

BETWEEN

- (1) ***Punjab Human Capital Investment Project*** a Project of Punjab Social Protection Authority, Government of the Punjab, and having its principal place of business at 78/79, D-New Muslim Town, Wahdat Road, Lahore, (hereinafter called “the Employer”), of the one part, and
- (2) [ *insert name of service provider* ], a corporation incorporated under the laws of [ *insert: country of service provider* ] and having its principal place of business at [ *insert: address of service provider* ] (hereinafter called “the *service provider*”), of the other part :

WHEREAS the Employer invited quotations for certain Services [ *insert brief description of Services* ] and has accepted a quotation by the *service provider* for the supply of those Services

The Employer and the *service provider* 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 Service provider’s quotation
  - (c) Conditions of Contract
  - (d) any other document listed as forming part of the Contract
3. In consideration of the payments to be made by the Employer to the Service provider as specified in this Agreement, the Service provider hereby covenants with the Employer to provide the Services if applicable and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Service provider in consideration of the provision of the Services if applicable 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 *[the Employer's country, unless agreed otherwise]* on the day, month and year indicated above.

*[To facilitate this emergency procurement, if acceptable to the Employer and the service provider, electronic signature of the Contract Agreement such as using Docu Sign is recommended.]*

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

Signed: *[insert signature]*

in the capacity of ***Project Director, Punjab Human Capital Investment Project***

in the presence of ***Additional Director Procurement***

**For and on behalf of the Service Provider:**

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

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 Employer and the Service provider, 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 Service provider 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 Service provider 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 Service provider is required to supply to the Employer under the Contract.</li> <li>(i) “Party” means the Employer or the Contractor, as the context requires, and “Parties” means both of them.</li> <li>(j) “Employer” means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2.</li> <li>(k) “Employer’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</li> </ul>
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	<p>and initial maintenance and other such obligations of the Service provider under the Contract, as applicable.</p> <p>(m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Service provider.</p> <p>(n) “Service provider” means the person, private or government entity, or a combination of the above, whose Quotation to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement.</p> <p>(o) “The Project Site,” where applicable, means the place named in the CC.</p>
2. <b>Employer, Employer’s Country, Project Site/Final Destination</b>	<p>2.1 The Employer is: PMU-Punjab Human Capital Investment Project, Punjab Social Protection Authority- Government of the Punjab.</p> <p>2.2 The Employer’s Country is: Pakistan.</p> <p>2.3 The Assignment sites of execution are : Entire Punjab and Islamabad Territory.</p>
3. <b>Incoterms</b>	Not Applicable
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><b><u>Address for notices to the Employer:</u></b></p> <p>Mr. Ali Shahzad  Project Director  PMU-Punjab Human Capital Investment Project, Punjab Social Protection Authority- Government of the Punjab  78-79, D-New Muslim Town, Wahdat Road, Lahore</p> <p><b><u>Address for notices to the Service provider:</u></b></p> <p><i>[insert the name of officer authorized to receive notices]</i>  <i>[title/position]</i>  <i>[department/work unit]</i>  <i>[address]</i>  <b><i>[Electronic mail address]</i></b></p>
5. <b>Governing Law</b>	5.1 The Contract shall be governed by and interpreted in accordance with the laws of Islamic Republic of Pakistan.

<b>6. Settlement of Disputes</b>	<p>(a) Contract with foreign Service provider: Not Applicable</p> <p>(b) Contracts with Service provider national of the Employer's Country:</p> <p>In the case of a dispute between the Employer and a Service provider who is a national of the Employer's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Employer's Country.</p>
<b>7. Execution</b>	<p>7.1 The execution of services shall be in accordance with the duration of contract.</p>
<b>8. Contract Price</b>	<p>8.1 The Contract Price is specified in Price Schedule.</p> <p>8.2 The unit prices charged by the Service provider for subject services under the Contract shall not vary from the prices quoted by the Service provider and accepted by the Employer.</p>
<b>9. Terms of payment</b>	<p>9.1 The method and conditions of payment to be made to the Service provider under this Contract shall be as follows:</p> <p>9.2 Payment will be made through crossed cheque to the Service Provider against invoice after 100% completion of satisfactory services on monthly basis. No payment will be made as advance.</p>
<b>10. Taxes and Duties</b>	<p>10.1 The Service provider shall be entirely responsible for all taxes, duties etc., incurred until the completion of contract.</p> <p>10.2 If any tax exemptions, reductions, allowances or privileges may be available to the Service provider in the Employer's Country, the Employer shall use its best efforts to enable the Service provider to benefit from any such tax savings to the maximum allowable extent.</p>
<b>11. Performance Security</b>	<p>11.1 Performance Security in the form of CDR/Pay Order/Demand Draft/Bank Guarantee from a schedule bank as per State Bank of Pakistan in favor of "Project Director – Punjab Human Capital Investment Project-PSPA" for a sum of PKR 143,500/- shall be submitted within 10 working days by the successful service provider(s) after the receipt of letter of acceptance.</p>
<b>12. Subcontractors</b>	<p>Not Applicable</p>
<b>13. Insurance cover</b>	<p>13.1 The vehicle provided under this Contract shall be completely insured.</p>
<b>14. Transportation</b>	<p>14.1 Service provider shall entirely be responsible for transportation.</p>
<b>15. Site of inspections</b>	<p>Not Applicable</p>
<b>16. Completion Date</b>	<p>16.1 One (01) Year from the date of contract signed.</p>

<b>17. Copyright</b>	17.1 Not Applicable
<b>18. Fraud and Corruption</b>	<p>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.</p> <p>18.2 The Employer requires the Service provider 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. Liquidated damages and bonuses</b>	Not Applicable
<b>20. Inspections and Audit by the Bank</b>	20.1 Pursuant to paragraph 2.2 e. of the attachment to the Conditions of Contract, the Service Provider shall permit and shall cause its agents (where declared or not), subcontractors, sub-consultants, service providers, service providers, 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 Service provider’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).
<b>21. Limitation of Liability</b>	<p>21.1 Except in cases of criminal negligence or willful misconduct,</p> <p>(a) the Service provider shall not be liable to the Employer, 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 Service provider to pay liquidated damages to the Employer and</p> <p>(b) the aggregate liability of the Service provider to the Employer, 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</p>

	<p>obligation of the service provider to indemnify the Employer with respect to patent infringement.</p>
<p><b>22. Force Majeure</b></p>	<p>22.1 The Service provider 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>22.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Service provider that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Service provider. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes.</p> <p>22.3 If a Force Majeure situation arises, the Service provider shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Service provider shall continue to perform its obligations under the 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><b>23. Termination</b></p>	<p>23.1 Termination for Default</p> <p>The Employer, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service provider may terminate the Contract completely or in part:</p> <ul style="list-style-type: none"> <li>(i) If the Service provider fails to deliver any or all of the services within the period specified in the Contract, or within any extension thereof granted by the Employer;</li> <li>(ii) If the Service provider fails to perform any other obligation under the Contract; or</li> <li>(iii) if the Service provider, in the judgment of the Employer has engaged in Fraud and Corruption, in competing for or in executing the Contract.</li> </ul> <p>In the event the Employer terminates the Contract in whole or in part, the Employer may procure, upon such terms and in such manner as it deems appropriate, Services if applicable similar to those undelivered or not performed, and the service provider shall be liable to the Employer for any additional costs for such Related Services if applicable. However, the Service Provider</p>

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	<p>shall continue performance of the Contract to the extent not terminated.</p> <p>23.2 Termination for Convenience</p> <p>(a) The Employer, by notice sent to the Service provider, 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 Employer's convenience, the extent to which performance of the Service provider under the Contract is terminated, and the date upon which such termination becomes effective.</p>
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# Attachment A 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); service providers (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

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

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

*[date]*

To: *[name and address of the Service provider]*

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

In reference to the RFQ No. \_\_\_\_\_ *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**