**Request for Quotation**

**Non-Consulting Services**

**For**

**Water Quality Testing Laboratory**

**Procuring Agency:** The Aga Khan Foundation, Afghanistan (AKF-A)

**Country:** Afghanistan

**Name of Project:** Water Emergency Relief Project

**Framework Agreement Title: Procurement of Water Quality Test**

**RFB Reference No.:** *AKF-WERP-KAB-**NCS-1*

**Grant No.: TF0301927**

Request for Quotation

**Procurement under a Framework Agreement**

|  |  |
| --- | --- |
| **From:** | The Aga Khan Foundation, Afghanistan (AKF-A) |
| **Employer’s Representative:** |  |
| **Title/Position:** |  |
| **Address:** | ***Aga Khan Foundatio-P.0.5753, house No.1003, District No. 10 Madina Bazar, Beside Shahre Now Wedding hall, Black gate, Kabul Afghanistan.*** |
| **Telephone:** |  |
| **Email:** |  |

|  |  |
| --- | --- |
| **To:** | **[*Insert Service Provider’s legal name*]** |
| **Service Provider’s Representative:** | [*Insert name of Service Provider’s Representative*] |
| **Title/Position:** | [*Insert Representatives title or position*] |
| **Address:** | [*Insert Service Provider’s address*] |
| **Telephone:** | [*Insert Representatives telephone number*] |
|  |  |

|  |  |
| --- | --- |
| **Framework Agreement (FA):** | **Procurement of Water Quality Test for 8 Province** |
| **FA Date:** | *N/A* |
| **FA Reference No.** | *AKF-WERP-KAB-**NCS-1* |

|  |  |
| --- | --- |
| **RFQ Ref No.:** | NCS-1 |
| **RFQ Date:** | 29/07/2024 |
| **RFQ issued date:** | 29/07/2024 |

**Attachments:**

Annex 1: Employer’s Requirements

Annex 2: Quotation Form

Annex 3: Call-off Contract for provision of Services **[*this may be the Call-off Contract Form or another acceptable template*]**

1. **Request for Quotation (RFQ)**

With reference to above Framework Agreement (FA), you are invited to submit your most competitive Quotation in this Secondary Procurement process. The Quotation is for the provision of the Services described in Annex 1: Employer’s Requirements, attached to this RFQ.

1. **Price**
2. Your Quotation must be submitted in the format contained in Annex 2: Service Provider Quotation Form.
3. Your Quotation for the Services shall be based on unit rates agreed upon the signing of contract. and the payment will be made to the Service Provider based on the actual services delivered.
4. The price that you quote shall be fixed and shall not be subject to any further adjustment during the call off contract.
5. The Quotation shall be in the same currency(ies) specified in the Framework Agreement, Schedule 2: Activity Schedules.
6. The Quotation shall be valid for a period, stated in the employer’s requirement.
7. **Clarifications**

If you require clarification(s) regarding this RFQ, send your request in writing in email to our below-named Representative before two days of the deadline. We shall forward copies of our response to all Service Providers including a description of the inquiry but without identifying its source.

1. **Submission of Quotations**

Quotations are to be submitted in the form attached in Annex 2.

The deadline for submission of Quotations is 11/08/2024 at local time 10:00 Am.

The address for submission of Quotations is:

Attention: Qais Aqaee, Procurement Specialist

Email Adress: [qais.aqaee@akdn.org](mailto:qais.aqaee@akdn.org); copy to [helaiy.nassriy@akdn.org](mailto:helaiy.nassriy@akdn.org); [hikmatullah.asad@akdn.org](mailto:hikmatullah.asad@akdn.org)

***Rabia Meeting Room***, ***Aga Khan Foundatio-P.0.5753, house No.1003, District No. 10 Madina Bazar, Beside Shahre Now Wedding hall, Black gate, Kabul Afghanistan***

1. **Opening of Quotations**

Quotations will be opened on 11 /08/2024 at 10:00 AM by the Procuring Agency’s representatives in the presence of the Service Provider’s designated representatives who choose to attend at the address above . Minutes of the opening will be shared with all Service Providers who submitted quotations.

1. **Evaluation of Quotations**

Quotations will be evaluated item-wise and according to the criteria and methodology described in this RFQ.

* **The laboratory must have at least 4 years of relevant experience.**
* **The laboratory must have completed at least one similar projects..**
* **The laboratory must employ qualified personnel who have at least a 12th-grade education and a minimum of 2 years of experience in water quality testing.**

1. At the time of Contract Award, the Service Provider (including each subcontractor proposed by the Service Provider) shall not be subject to disqualification by the Bank for non-compliance with SEA/ SH obligations. Prior to Contract award, the Employer will verify that the successful Bidder (including each member of a JV) is not disqualified by the Bank due to noncompliance with contractual Sexual Exploitation and Abuse (SEA) /Sexual Harassment (SH) prevention and response obligations. The Employer will conduct the same verification for each subcontractor proposed by the successful Bidder. If any proposed subcontractor does not meet the requirement, the Employer will require the Bidder to propose a replacement subcontractor.

In this regard, “**Sexual Exploitation and Abuse” “(SEA)”** means the following:

**Sexual Exploitation** is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another.

**Sexual Abuse** is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

**“Sexual Harassment” “(SH)”** is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by contractor’s personnel with other contractor’s, subcontractors’ or employer’s personnel.

1. **Contract**

Attached, as Annex 3 to this RFQ, is the draft Call-off Contract that will apply to this Procurement. If successful, you will be required to sign a Call-off Contract on the same, or similar term : *complete a draft Call-off Contract for this procurement and attach it to this RFQ*

On behalf of the Employer:

|  |  |
| --- | --- |
| **Signature:** |  |
| **Name:** | Najmuddin Najim |
| **Title/position:** | Chief Executive Officer |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **RFQ ANNEX 1.1: Employer’s Requirements**  ***[to be completed by the Employer]***   1. **Schedule of Services** | | | | | |
|  | | | | | |
| **Service** | **Description of Service** | **Quantity required ( Min Quality Water test)** | **Quantity required ( Max Quality Water Test)** | **Place where Services shall be performed** | **Completion Period of Services** |
|
| *\*  1 | *Water Quality Test* | 1 | 60 | Laboratory Baghlan, Samangan, and Balkh Provinces | The time duration for Water Quality Testing (WQT) starts from the contract start date with the laboratory and extends until June 30, 2025. |
| 1 | 50 | Laboratory for Takhar and Kunduz Provinces | The time duration for Water Quality Testing (WQT) starts from the contract start date with the laboratory and extends until June 30, 2025. |
| 1 | 137 | Laboratory for Bamyan, Parwan and Panjshir Provinces | The time duration for Water Quality Testing (WQT) starts from the contract start date with the laboratory and extends until June 30, 2025. |

***[B. Specify deliverables, as applicable, with description of expected outputs/performance]***

***[C. Specify milestones, as applicable, against which payments are to be made]***

***[D. Specify, as applicable, technical specifications and/or service levels and measurement***

***[ E. Any services and facilities to be provided by the Employer]***

RFQ ANNEX 1.2: Schedule of Payments and Reporting Requirements

***Please refer to the Employer’s Requirements***

RFQ ANNEX 2: Service Provider Quotation Form

|  |  |
| --- | --- |
| **From:** | **[*Insert Service Provider’s legal name*]** |
| **Service Provider’s Representative:** | [*Insert name of Service Provider’s Representative*] |
| **Title/Position:** | [*Insert Representatives title or position*] |
| **Address:** | [*Insert Service Provider’s address*] |
| **Email:** | [*Insert Service Provider’s email address*] |

|  |  |
| --- | --- |
| **To:** | **[*Insert Employer’s legal name*]** |
| **Employer’s Representative:** | [*Insert name of Employer’s Representative*] |
| **Title/Position:** | [*Insert Representatives title or position*] |
| **Address:** | [*Insert Employer’s address*] |

|  |  |
| --- | --- |
| **RFQ Ref No.:** | [*Insert Employer’s reference*] |
| **Date of Quotation:** | [*Insert date of Quotation*] |

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 provide the Services, as per this Quotation and in conformity with the RFQ, Delivery and Completion Schedules, Technical Specifications, Drawings, Inspections and Tests. We confirm that we have examined and have no reservations to the RFQ, including the Call-off Contract.

1. **Eligibility and conflict of interest**

We declare that we continue to be qualified, and meet the eligibility requirements and that we have no conflict of interest. If awarded the Call-off Contract, the Services [that we provide shall be sourced from an eligible country. **Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH):** [*select the appropriate option from (i) to (iii) below and delete the others. In case of JV members and/or subcontractors, indicate the status of disqualification by the Bank of each JV member and/or subcontractor]*.

We, including any of our subcontractors:

1. [have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
2. [are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.]
3. [had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.]

We, along with any of our subcontractors, Service Providers, 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.

1. **Quotation Price**

The total price of our quotation, excluding any unconditional discounts offered in item (g) below is [*insert the total price of the offer in words and figures, indicating the various amounts and the respective currencies*].

1. **Unconditional Discounts**

The unconditional discounts offered are: [*Specify the discount offered*.]

The exact method of calculations to determine the net price after application of unconditional discounts is: [*Specify the method that shall be used to apply the discounts*].

1. **Quotation Validity Period**

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

1. **Performance Security** : 10 % of the Total Contract

If we are awarded the Call-off Contract, we commit to obtain a Performance Security in accordance with the RFQ.

1. **Commissions, gratuities, fees**

We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quotation or execution of a Call-off Contract [*If none has been paid or is to be paid, indicate “*none*.”*]

|  |  |  |  |
| --- | --- | --- | --- |
| Name of Recipient | Address | Reason | Amount |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

1. **Not Bound to Accept**

We understand that you reserve the right to:

1. 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
2. annul the RFQ process at any time prior to the award of a Call of Contract without incurring any liability to Service Providers.
3. **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 Service Provider:

|  |  |
| --- | --- |
| **Signature:** |  |
| **Name:** |  |
| **Title/position:** |  |
| **Telephone:** |  |
| **Email:** |  |

**Appendix A- Quotation Price : Quantities based on call-off indicative quantities of service item**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Required Water Quality Test with their locations** | **Min Number of Water Test** | **Max Number of Water Test** | **Unit Cost (AFN)** | **Indicative Quantity and physical unit per individual Call-off** | |
| **Min Cost (AFN)** | **Max Cost (AFG)** |
| Laboratory for Baghlan, Samangan, and Balkh Provinces | 1 | 60 |  |  |  |
| Laboratory for Takhar and Kunduz Provinces | 1 | 50 |  |  |  |
| Laboratory for Bamyan, Parwan and Panjshir Provinces | 1 | 137 |  |  |  |
| **Total cost all Provinces** | | | |  |  |

Appendix B - Description of the Services

*[*

*Please refer to the employer’ requirements*

Appendix C - Key Personnel and Subcontractors

***[This must be consistent with Key Personnel and Subcontractors included in the FA, as updated to address the specifics of the Call-off contract]***

*List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of foreign Personnel to be assigned to work in the Government’s country, and staff-months for each.*

*C-2 Same as C-1 for Key foreign Personnel to be assigned to work outside the Government’s country.*

*C-3 List of approved Subcontractors (if already available); same information with respect to their Personnel as in C-1 or C-2.*

*C-4 Same information as C-1 for Key local Personnel.*

Sample Letter of Award of Call-off Contract

*[modify as appropriate]*

*[use letterhead paper of the Employer]*

*[date]*

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

Subject: ***Notification of Award of Call-off Contract No.*** . . . . . . . . ..

In reference to the Framework Agreement [*insert reference number and date*]

[*For mini-competition, add the following:* “and your Quotation [*insert reference number and date*] has been accepted.”]

please find enclosed herewith the Call-off Contract. You are requested to sign the Call-off contract within [*insert no of days*].

*[****Delete if Performance Security is not required****:* “You are also requested to furnish a Performance Security within [*insert no of days*], using for that purpose the Performance Security Form attached to the Framework Agreement”]

Authorized Signature:

Name and Title of Signatory:

Name of Agency:

**Attachment: Call-off Contract**

**Call-off Contract for the provision of Services**

|  |  |
| --- | --- |
| **Framework Agreement (FA):** | *[insert short title of FA]* |
| **FA Date:** | *[insert FA date]* |
| *FA reference number:* | *[insert FA reference number]* |
| **Services:** | *[short title for type of Services*] |
| **The Project Site(s)/ is/are:** | *[Insert information on the location(s) of the site(s),* ***where applicable****]* |

1. **Contract Price**

The Contract Price for the provision of Services is as follows

|  |  |
| --- | --- |
| Description | Amounts and currency/ies *[insert total amounts from preceding two tables]* |
| Services |  |
|  |  |
| Contract Price: |  |

1. **Contract Documents**

The following documents shall be deemed to form and be read and construed as part of this Call-off Contract. This Call-off Contract shall prevail over all other contract documents.

1. Letter of Award of Call-off Contract
2. RFQ Annex 1.1 Employer’s Requirements
3. RFQ Annex 1.2: Schedule of Payments and Reporting Requirements
4. Service Provider’s Quotation, including its appendices (as applicable)
5. Addenda No. ­­\_\_\_ (if any)
6. Call-off Contract- Conditions of Contract

and by reference the following documents:

1. Framework Agreement
2. Schedule 1: Employer’s Requirements *[insert relevant items from schedule 1 as applicable to the* Call-off *contract such as technical specifications, any drawings, and inspection and tests]*
3. *[List any other document]*
4. In consideration of the payments to be made by the Employer to the Service Provider as specified in this Call-off Contract, the Service Provider hereby covenants with the Employer to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Employer hereby covenants to pay the Service Provider in consideration of the provision of the 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.

For and on behalf of the Employer

Signed: *[insert signature]*

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

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

*Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

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]*

*Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**Call-off Contract- Conditions of Contract (CoC)**

***[Note to the Procuring Agency: In the interest of harmonization and simplification for the Call-off Contract Employer/s, the Procuring Agency (FA) may fill in, to the extent practicable, the information to be filled in in this section and clearly marking specific information that can only/shall be filled in by the Call-off Employer/s.]***

The following Call-off Contract Conditions of Contract apply to the Call-off Contract awarded under the Framework Agreement between the Employer and the Service Provider.

1. **Services**

The Services shall conform to the Employer’s requirements specified in RFQ ANNEX 1: Employer’s Requirements and any other requirements specified in the Framework Agreement.

1. **Payments to the Service provider**

The Contract Price and shall be a fixed lump-sum including all Subcontractors’ costs, and all other costs incurred by the Service Provider in carrying out the Services.

Payments will be made to the Service Provider according to the following payment schedule**.**

1. Advance for Mobilization, Materials and Supplies: \_\_\_\_\_ percent of the Contract Price shall be paid on the commencement date against the submission of a bank guarantee for the same. N/A

* Progress payments in accordance with the milestones established as follows, subject to certification by the Employer, that the Services have been rendered satisfactorily, pursuant to the performance indicators:

The laboratory can submit invoices after delivering each of the 20 Water Quality Testing (WQT) results to AKF.

Should the certification not be provided, or refused in writing by the employer within one month of the date of the milestone, or of the date of receipt of the corresponding invoice, the certification will be deemed to have been provided, and the progress payment will be released at such date.

Payment shall be made within *10* days of receipt of the invoice and relevant documents, and within *15* days in the case of the final payment.

The interest rate for delayed payments is: N/A

1. **Performance Security**

The Service Provider shall provide a performance security for the performance of the Contract, within the period stated in the Letter of Award of Call-off, using for that purpose the Performance Security Form attached to the Framework Agreement.

The amount of the Performance Security shall be: *[insert % of the Contract Price*;], denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Employer.

The Performance Security shall be discharged by the Employer and returned to the Service Provider not later than fourteen (14) days following the date of Completion of the Service Provider’s performance obligations under the Contract, including any warranty obligations, unless specified otherwise.

1. **Taxes and Duties**

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

1. **Insurance**

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors’, as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as specified below:

1. Third Party motor vehicle As per the laws of Afghanistan
2. Third Party liability As per the laws of Afghanistan
3. Employer’s liability and workers’ compensation As per the laws of Afghanistan
4. Professional liability As per the laws of Afghanistan
5. Loss or damage to equipment and property. As per the laws of Afghanistan

at the Employer’s request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

1. **Liquidated Damages and Bonuses**

Except as provided for under the Framework Agreement under Force Majeure,if the Service Provider fails to perform the Services within the period specified in the Call-off Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages

The liquidated damage shall be *[insert %]* of the price of the delayed Servicesfor each day that the Completion Date is later than the Intended Completion Date.

The maximum amount of liquidated damages shall be *[insert %]* of the Contract Price. Once the maximum is reached, the Employer may terminate the Call-off Contract pursuant to theFramework Agreement provision on Termination.

***[Optional]***

Bonus payment to the Service Provider shall be *[insert number]* % per day if the Services under the Call-off Contract are successfully completed before the final contractual Completion Date].

1. **Modifications to the Call-off Contract**

Modifications of the terms and conditions of the Call-off Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Employer and the Service Provider.

1. **Dispute Resolution in relation to Call-off Contract**

As provided for in the FA provisions, the Employer and the Service Provider shall make every effort to resolve amicably by direct informal negotiation and if needed using an adjudicator, any disagreement or dispute arising between them under or in connection with the Call-off Contract.

If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation and adjudication if used, then either the Employer or the Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this provision shall be finally settled by arbitration. Arbitration may be commenced prior to or after provision of the Services under the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified below.

Notwithstanding any reference to arbitration herein,

### the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

### the Employer shall pay the Service Provider any monies due the Service Provider.

*[“ (a) shall be retained in the case of a Contract with a foreign Service Provider and (b) shall be retained in the case of a Contract with a national of the Employer’s Country.”]*

[ (a) Contract with foreign Service Provider:

*[unless the Employer chooses the commercial arbitration rules of another international arbitral institution, the following sample provision should be inserted:]*

All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

(b) Contracts with Service Provider national of the Employer’s Country:

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.*]*

1. ***[Note to Employer: Under a Project assessed as high or substantial Sexual Exploitation and Abuse(SEA)/Sexual Harassment (SH) risk and the contract includes on-site activities in the Employer’s country, include the following, as appropriate:***
   1. The Service Provider shall have a code of conduct, and provide appropriate sensitization, for the Service Provider’s personnel carrying out the Services that include, but not limited to, maintaining a safe working environment and not engaging in the following practices:
2. any form of sexual harassment including unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Service Provider’s or Employer’s personnel;
3. any form of sexual exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
4. any form of sexual abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions; and
5. any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage.
   1. The Employer may require the Service Provider to remove (or cause to be removed), from the site/s where the Services being executed, a Service Provider’s personnel that undertakes behaviors that are not consistent with the code of conduct stated in 9.1. Notwithstanding any requirement from the Employer to replace any such person, the Service Provider shall immediately remove (or cause to be removed) any such person, from the site where the Services are being executed. In either case, the Service Provider shall promptly appoint, as appropriate, a suitable replacement with equivalent skills and experience.]
6. ***[Note to Purchaser: The following provision shall be included if the Call-off Contract has been assessed to present potential or actual cyber security risks]***

“The Service Provider , including its Subcontractors/ suppliers/ manufacturers shall take all technical and organizational measures necessary to protect the information technology systems and data used in connection with the Call-off Contract. Without limiting the foregoing, the Service Provider, including its Subcontractors/ suppliers/ manufacturers, shall use all reasonable efforts to establish, maintain, implement and comply with, reasonable information technology, information security, cyber security and data protection controls, policies and procedures, including oversight, access controls, encryption, technological and physical safeguards and business continuity/disaster recovery and security plans that are designed to protect against and prevent breach, destruction, loss, unauthorized distribution, use, access, disablement, misappropriation or modification, or other compromise or misuse of or relating to any information technology system or data used in connection with the Call-off Contract.”

**Appendices to Call-off Contract**

Appendix A - Description of the Services

*Please refer to the Employer’s Requirements*

Appendix B - Schedule of Payments and Reporting Requirements

*Please refer to the Employer’s Requirements*

Appendix C - Key Personnel and Subcontractors

*N/A*

## 

Appendix D—Breakdown of Contract Price in Foreign Currency(ies)

Appendix E - Breakdown of Contract Price in Local Currency

Appendix F - Services and Facilities Provided by the Employer

N/A

*This Section is added to this document as an Appendix G*

Section VI - Fraud and Corruption

**(Section VI shall not be modified)**

1. **Purpose**
   1. The Bank’s Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.
2. **Requirements**
3. The Bank requires that Borrowers (including beneficiaries of Bank financing); Bidders (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.
4. To this end, the Bank:
5. Defines, for the purposes of this provision, the terms set forth below as follows:
6. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
7. “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;
8. “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;
9. “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;
10. “obstructive practice” is:
11. 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
12. acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under paragraph 2.2 e. below.
13. 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;
14. 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;
15. 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;[[1]](#footnote-2) (ii) to be a nominated[[2]](#footnote-3) 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;
16. 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 suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents, personnel, permit the Bank to inspect[[3]](#footnote-4) 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.

1. 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. [↑](#footnote-ref-2)
2. 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. [↑](#footnote-ref-3)
3. 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. [↑](#footnote-ref-4)