





REQUEST FOR QUOTATIONS

Country:	Pakistan
Name of	Economic Revitalization of Khyber Pakhtunkhwa
Project:	(ERKP)
Contract title:	Procurement of Advertising and Printing Services
Grant No:	TF-A 4251
Project ID:	P 160445
Posting Date	20 April 2021

The Government of Khyber Pakhtunkhwa has received Grant from the Multi Donor Trust Fund (MDTF) towards the cost of World Bank administered Economic Revitalization Khyber Pakhtunkhwa. It is intended to apply the part of the proceeds of this grant to eligible payments for the Procurement of advertising and printing services

2. The Project Management Unit Economic Revitalization of Khyber Pakhtunkhwa (ERKP) invites sealed quotations from eligible firms/suppliers for the **Procurement of below mentioned items** as per details given below;

Lot No.	Item No	Item	Specification	Quantity
Lot-01	1.	Streamer/Pole Banners	Printing with Rent and Installation for 14 days (Khyber Road, University Road, GT Road & Hayatabad) Dimension: 6 X 4 ft (72 (H) X 36 (W) Inches Outer frame: 2 inches Corrosion Protection Aluminum/Steel, frame with thickness between 18 to 20 gauge. Type: Non-Lighting	150

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			Installation: Fixed Top and bottom clamps. Installation: to be fixed at all corners with the Pole for firm support.	
	2.	Standee	Roll up Standee Size: 6x3 feet (Star Quality) Printed Mate Flex Material: Aluminum Alloy	50
Lot- II	1.	Goodie Bag	A4 size with Double Side Color Print (Art Card) Weight: 900 grams Inner Dimension (H x W x G): 335 x 250 x 90 mm	1000
	2.	Diary	Leather Coated B5 with Bookmark and band with 4 color print Size: 5.5" X 8.25" Hardbound journal with rounded corners and an elastic closure strap	1000
	3.	Pen	Good Quality Pointer, with screen printing 4 Color.	1000
	4.	Mugs	High Quality Mate Black/Blue (4 Color Print)	500
	5.	Sticker	Die/Custom-Cut 3x2 and 2x2 stickers with matt paper and easy to remove. 5 Different colourful designs (1000 Each)	5000
	6.	Face Mask	KN95/Fancy (With Multi Color Logo)	100
	7.	Face Mask	Fashion Masks (With Single Color Logo)	2000
	8.	Notepad	50 Pages, Size: 6.5x9.5 (WxH), 4 Color Cover and single Color branded inner pages	1000
	9.	File Cover	9inx12in (WxH) 4 Color printed art card (Size to be adjusted in the bag in point no. 3 as this will be placed inside the bag)	1000

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10.	Agenda	Single Letter Size paper, Double Sided Print, 4 color, Art paper printing	2000
11.	Chest Card	3.8inW x 4.4inH, color print, good quality matt art card, 5 different designs. (1000 + 500 + 200 + 200 + 100) with single color printed lanyards	2000
12.	Certificates	Art Card 300gm, 4 color printing, A4 size. 2 different designs (200 + 100)	300
13.	Invitation Cards	Multi-Color, Half A4, 300 gram art card, with Single Color Envelop. As per design	1500
14.	Souvenir	Wooden base with Metal Engraved design	500
15.	Calendars	13 Pages, 229mm x 152mm (W x H), Color Print, Art card	500

3. The Following is the qualification criteria:

- 1. Interested Firms/ Supplier may quote for one or both Lots. Evaluation will be carry out Lot by Lot.
- 2. Documented proof that the firm/ supplier have completed at least 3 projects of similar nature and amount. (POs/contracts)
- 3. Quotation must be signed and stamped.
- 4. Detailed Specification and design are at **Annex-I**
- 5. Non-compliance of the criteria will result in rejection of the quotation.
- <u>4.</u> Interested suppliers may obtain further information from <u>Project</u> Director, Project Management Unit-ERKP, House#46 D-3, Old Jamrud Road, University Town Peshawar, Ph: 091-9218051.
- 5. Process will be conducted through shopping mode as specified in World Bank Guidelines: Procurement of goods, Works and non-consulting services under IBRD loans and IDA Credits and Grants by World Bank Borrowers (Procurement Guidelines) and is open to all eligible offerors as defined in the

Procurement Guidelines. In addition, please to paragraph 1.6 & 1.7 setting forth the World Bank Policy on conflict of interest.

- 6. Last date of quotation submission is 27th October 2021 at 2:00 hrs.
- 7. The offerors are requested to give their best and final prices including all applicable taxes as no negotiations will be allowed at later stage. In complete and late bids will not be entertained.
- 8. This RFQ can be downloaded from www.reconnectpakistan.com & www.kpitb.gov.pk

Procurement Officer:

The Address (es) referred to above is:

Project Director - Project Management Unit (PMU-ERKP)

House#46 D-3, Old Jamrud Road, University Town, Peshawar.

Ph: 091-9218051

Email: pmuerkf@gmail.com

Annex-I

Contract Agreement¹

THIS AGREEMENT made the day of *Month*, 2021.

BETWEEN

- (1) Project Management Unit ERKP, a Industries Commerce & Technical Education Project Govt. of Khyber Pakhtunkwa of Pakistan, and having its principal place of business at House no. 46/D-3 Old Jamrud road University Town Peshawar (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:

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) Conditions of Contract
 - (b) the Purchaser's Requirements (including the Schedule of Requirements and Technical Specifications)
 - (c) the completed Schedules (including Price Schedules)
- 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 Goods and Related Services, and to remedy defects therein in conformity in all respects with the provisions of the Contract

The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services for installation of Streamer/Pole Banners at Khyber Road, University Road, GT Road & Hayatabad, 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 *Project Director PMU-ERKP*

in the presence of Procurement Officer PMU-ERKP & Admin Officer PMU-ERKP

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 two official witnesses]

7 **Conditions of Contract** 1. Definitions The following words and expressions shall have the meanings 1.1 hereby assigned to them: (a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA). (b) "CC" means the Conditions of Contract. (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. (d) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto. (e) "Contract Price" means the price payable to the Supplier as specified in CC8.1, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. (f) "Day" means calendar day. (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.
- (h) "CC" means the Conditions of Contract.
- (i) "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.
- (i) "Party" means the Purchaser or the Contractor, as the context requires, and "Parties" means both of them.
- (k) "Purchaser" means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2.
- "Purchaser's Country" is the country specified in the CC (1)
- (m) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation,

training and initial maintenance and other such obligated of the Supplier under the Contract, as applicable. (n) "Subcontractor" means any person, privated government entity, or a combination of the above whom any part of the Goods to be supplied or exect of any part of the Related Services if applicable.	or
government entity, or a combination of the abov whom any part of the Goods to be supplied or exec	
subcontracted by the Supplier.	ution
(o) "Supplier" means the person, private or government e or a combination of the above, whose offer to perform Contract has been accepted by the Purchaser and is name such in the Contract Agreement.	n the
(p) "The Project Site," where applicable, means the named in the CC.	olace
2. Purchaser, Purchaser's Commerce, & Technical Education Department	tries
Country, Project Site/Final 2.2 The Purchaser's Country is: <i>Pakistan</i>	
Destination 2.3 The Project Site(s)/Final Destination(s) is/are: Project Management Unit ERKP House No. 46 D/3 Old Jamrud University Town Peshawar.	
3. Incoterms 3.1 The edition of Incoterms that shall apply is: 2021 Internate Chamber of Commerce, Paris.	ional
4.1 Any notice given by one Party to the other pursuant to the Conshall be in writing to the address hereafter using the quavailable method such as electronic mail with proof of receip	ckest
A notice shall be effective when delivered or on the notic effective date, whichever is later.	e's
Address for notices to the Purchaser:	
Project Director Project Management Unit ERKP House No. 46-D/3 Old Jamrud Road University Town	
Peshawar	
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Peshawar	
Peshawar pmuerkf@gmail.com	
Peshawar pmuerkf@gmail.com Address for notices to the Supplier:	

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5.	Governing Law	5.1 The Contract shall be governed by and interpreted in accordance with the laws of <i>Islamic Republic of Pakistan</i> .						
6.	Settlement of	6.1 Contracts with Supplier national of the Purchaser's Country:						
	Disputes	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.						
7.	Shipping and other documents to be provided	7.1 The Delivery of the Goods and Completion of the Related Services as applicable shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements.						
		Details of Documents to be furnished by the Supplier are:						
		1. Copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;						
		2. Delivery Challan,						
		3. Supplier's warranty certificate.						
		The above documents shall be received by the Purchaser:						
8	Contract Price	8.1 The Contract Price is specified in Price Schedule 4.						
		8.2 The unit Prices charged by the Supplier for the Goods supplied and the Related Services as applicable performed under the Contract shall not vary from the prices agreed in the Contract.						
9	Terms of payment	9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:						
		Payment for Goods and Services supplied from within the Purchaser's Country:						
		Payment for Goods and Services supplied from within the Purchaser's Country shall be made in <i>Pak Rupees</i> , as follows:						
		(i) On Acceptance: Hundred 100%percent of the Contract Price of printing materials shall be paid within thirty (30) days of receipt of the Goods and upon submission of claim supported by the acceptance certificate issued by the Purchaser.						
10	Taxes and Duties	10.1 For Goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.						
		10.2 For Goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.						

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	10.3	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.
11 Performance Security		N/A
12 Subcontractors	12.1	The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in Supplier's offer. Such notification, in the original offer or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
13 Specifications and Standards	13.1	The Goods and Related Services if applicable supplied under this Contract shall conform to the technical specifications and standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
14 Packing, marking and documentation	14.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
	14.2	The packing, marking and documentation within and outside the packages shall be: [insert the type of packing required, the markings in the packing and all documentation required; or refer to the Technical Specifications]
15 Insurance cover		N/A
16 Transportation	16.1	Responsibility for transportation of the Goods
		"The Supplier is required under the Contract to transport the Goods to Project Management Unit-ERKP office "House No. 46-D/3, old Jamrud road University Town Peshawar.
17 Site of inspections and tests	17.1	The inspections and tests shall be conducted at: <i>Project Management Unit ERKP</i> , "House No. 46-D/3, old Jamrud road University Town Peshawar.

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18 Delivery Date and Completion Date	18.1	Project Site: Project Management Unit ERKP, "House No. 46-D/3, old Jamrud road University Town Peshawar
	18.2	The Delivery Date of the Goods shall be: [Insert the Delivery Date]. If phased delivery is allowed specify the acceptable delivery schedule]
	18.3	The Completion Date of Related Services shall be: [Insert the Completion Date if there are related services; otherwise delete this entry]
19 Liquidated damages and bonuses	19.1	The liquidated damage shall be 1% of the price of the delayed Goods or unperformed Services for each day or part thereof of delay until actual delivery or performance.
		The maximum amount of liquidated damages shall be 4 %] of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC 26.
20 Warranty	20.1	The Supplier warrants that all the Goods are new, unused, and of the most recent, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
	20.2	The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
21 Copyright	21.1	The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier.
22 Fraud and Corruption	22.1	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 the attachment to the Conditions of Contract.
	22.2	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 direct contracting process 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.
23 Inspections and Audit by the Bank	23.1	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, suppliers, 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 respect to the direct contracting process or contract execution. 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).					
24 Limitation of	24.1	Except in cases of criminal negligence or willful misconduct,					
Liability		(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					
		(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.					
25 Force Majeure	25.1	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.					
	25.2	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.					
	25.3	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 Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.					
26 Termination	26.1	Termination for Default					

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:

- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser;
- (ii) if the Supplier fails to perform any other obligation under the Contract; or
- (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, in competing for or in executing the Contract.

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.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

1. List of Goods and Delivery Period

List of Goods and Delivery Period

Line Item N°	Description of Goods	Quantity required	Physical unit	Named Place of Destination (for CIP) PMU ERKP, Peshawar	[As applicable] Place of Final Destination (Project Site: PMU-ERKP)	Applicable Incoterms (CIP,)	Delivery Period from date of contract signature

Delivery Schedule [If applicable- to be used if phased delivery is agreed]

			Total ysical Quantity	Delivery period and minimum quantity requirements				
Line Item				200 1 [william i may s j. o.m mare of commuter		Lot-2 [within 10 days from the date of contract Signature]		
N°		unit req	required	Minimum acceptable quantity: 100%	Maximum quantity required for period 100%	Minimum acceptable quantity: 100%	Maximum quantity required for period: 100%	

1.2 List of Related Services and Completion Schedule

Service	Description of Service	Quantity required	Physical Unit	Place where Services shall be performed	Completion Period of Services
Lot-I	Printing with Rent and Installation for 14 days	150	150	Khyber Road: Qty=30	4 Days
	of Streamer/Pole Banners			University Road: Qty=60 GT Road: Qty: 30 Hayatabad: Qty:30	
	Standee Roll up Standee Size: 6x3 feet (Star Quality) Printed Mate Flex Material: Aluminum Alloy	50	50	PMU-ERKP	4 Days

Technical Specifications

Lot No.	Item No	Item	Specification	Quantity
Lot-01	1.	Streamer/Pole Banners		
	2.	Standee	Roll up Standee Size: 6x3 feet (Star Quality) Printed Mate Flex Material: Aluminum Alloy	50
Lot- II	1.	Goodie Bag	A4 size with Double Side Color Print (Art Card) Weight: 900 grams Inner Dimension (H x W x G): 335 x 250 x 90 mm	1000
	2.	Diary	Leather Coated B5 with Bookmark and band with 4 color print Size: 5.5" X 8.25" Hardbound journal with rounded corners and an elastic closure strap	1000

3.	Pen	Good Quality Pointer, with screen printing 4 Color.	1000
4.	Mugs	High Quality Mate Black/Blue (4 Color Print)	500
5.	Sticker	Die/Custom-Cut 3x2 and 2x2 stickers with matt paper and easy to remove. 5 Different colourful designs (1000 Each)	5000
6.	Face Mask	KN95/Fancy (With Multi Color Logo)	100
7.	Face Mask	Fashion Masks (With Single Color Logo)	2000
8.	Notepad	50 Pages, Size: 6.5x9.5 (WxH), 4 Color Cover and single Color branded inner pages	1000
9.	File Cover	9inx12in (WxH) 4 Color printed art card (Size to be adjusted in the bag in point no. 3 as this will be placed inside the bag)	1000
10.	Agenda	Single Letter Size paper, Double Sided Print, 4 color, Art paper printing	2000
11.	Chest Card	3.8inW x 4.4inH, color print, good quality matt art card, 5 different designs. (1000 + 500 + 200 + 200 + 100) with single color printed lanyards	2000
12.	Certificates	Art Card 300gm, 4 color printing, A4 size. 2 different designs (200 + 100)	300
13.	Invitation Cards	Multi-Color, Half A4, 300 gram art card, with Single Color Envelop. As per design	1500
14.	Souvenir	Wooden base with Metal Engraved design	500
15.	Calendars	13 Pages, 229mm x 152mm (W x H), Color Print, Art card	500

Price Schedule 1

Goods to be supplied from outside the Purchaser's country

1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP [insert place of destination] [as applicable, FCA (named place0]	CIP (or FCA as applicable Price per line item (Col. 5x6)	FOR CIP, IF REQUIRED Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in the invitation for direct contracting	Total Price per Line item (Col. 7+8)
[insert number of the item]	[insert name of good]	[insert country of origin of the Good]	[insert quoted Delivery Date quoted phased Delivery periods if applicable]	[insert number of units to be supplied and name of the physical unit]	[insert unit price CIP per unit]	[insert total CIP price per line item]	[insert the corresponding price per line item]	[insert total price of the line item]
							Total Price	

Price Schedule 2

Goods to be supplied from within the Purchaser's country

		Joous to be	suppiic	u II OIII WI	tilli the I di	chaser's country		
1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	[IF REQUIRED] Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination as specified in the invitation for direct contracting	[if known] Sales and other taxes payable per line item if Contract is awarded	Total Price per line item (Col. 6+7)
[insert number of the item]	[insert name of Good]	[insert quoted Delivery Date/ quoted phased Delivery dates if applicable]	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]
							Total Price	

Price Schedule 3

Related Services [If applicable]

1		2	3	4	5	6	7
Item No.	Item description	Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination)	Country of Origin	Completion Period at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
[insert number of the item]		[insert name of Services]	[insert country of origin of the Services]	[insert Delivery Period at place of final destination per Service]	[insert number of items to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]
			<u>I</u>	l .			

Total Price

Price Schedule 4 Contract Price

The Contract Price for the supply and delivery of the Goods, and related Services is as follows:

Price Schedule	Amount
Goods: Price Schedule 1	
Goods: Price Schedule 2	
Goods: Price Schedule 3	
Related Services: Price Schedule 4	
Contract Price	

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); 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.

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.
- 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 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;² (ii) to be a nominated³ 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 suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁴ 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 Ban

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 subcontractor, 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.

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.

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.