

PROCUREMENT OF GOODS

Request for Quotations

Request for Quotations Of Goods

**PROCUREMENT AND DELIVERY OF SOCIAL-EMOTIONAL SUPPORT (SES)
MATERIAL BOARDS FOR 150 SCHOOLS UNDER BATCH-2.**

Ref No: PK-RSU-SINDH-526919-GO-RFQ

Country: Pakistan

Project Name: Sindh Early Learning Enhancement through Classroom Transformation
(SELECT)

Administrative Department: School Education & Literacy Department (SE&LD), Government of Sindh, Project Management and Implementation Unit (PMIU) at Reform Support Unit (RSU).

Loan No./Credit No./ Grant No.: TF-B6208-PK, TF-7208-PK, IDA 69730

Contract Title: PROCUREMENT AND DELIVERY OF SOCIAL-EMOTIONAL SUPPORT (SES)
MATERIAL BOARDS FOR 150 SCHOOLS UNDER BATCH-2. (Request for Quotations)

Issued on: August 17th, 2026

Last date for Submission of quotation: August 28th, 2026 at 12:00 PM.

Request for Quotations

REF NO: PK-RSU-SINDH-526919-GO-RFQ

RFQ DATE: August 17th, 2026

To:

Request for Quotation (RFQ)

1. This RFQ is for the procurement of Goods such as Procurement and Delivery of Social-Emotional Support (SES) Material Boards for 150 Schools under Batch-2) required
2. The Government of Sindh has received financing from the World Bank (the Bank) and Global Partnership for Education (GPE) in the form of loan and grant toward the cost of the Sindh Early Learning Enhancement through Classroom Transformation (SELECT), School Education & Literacy Department Govt. of Sindh and intends to apply part of the proceeds toward payments under the contract for Procurement of Printing Materials for Socio-Emotional Support (SES) Visuals Interventions Batch-2 150 Schools under Component-2.
3. The Sindh Early Learning Enhancement through Classroom Transformation (SELECT), School Education & Literacy Department Govt. of Sindh now invites quotations from suppliers for the Goods described in Annex 1: Purchaser's Requirements, attached to this RFQ.

Validity of offers (Bid Validity)

4. The offers shall be valid for 30 days

Submission of Quotations

5. Quotations are to be submitted in the form attached at Annex 1 **hard copy only**.
6. The deadline for submission of Quotations is **August 28th, 2026 at 12:00 PM.**
7. The address for submission of Quotations is:

Attention: Mr. Junaid Hameed Samo (Chief Program Manager/Project Director)

Address: Project Coordinator office for Sindh Early Learning Enhancement through Classroom Transformation SELECT AT Reform Support Unit (Board-Room 2nd Floor-SELECT Office) 47-E/1, Street No. 48, PECHS Block-6, Near Nursery Furniture Market, Shahrah-e-Faisal Karachi.

Tel: 021-34304441

E-mail: PMIUSELECT.SELD@gmail.com

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

On behalf of the Purchaser:

Signature:

Name: Mr. Junaid Hameed Samoo

Title/position: Chief Program Manager (RSU)

Attachments:

Annex 1: Purchaser's Requirements

Annex 2: Quotation Form

Annex 3: Contract Forms

ANNEX 1: Purchaser's Requirements

1.1 List of Goods and Delivery Period

Sr. No.	Specification for 150 Schools	Per School Quantity Required	Total 150 School Quantity Required	Delivery Period
1	ECCE(4X4)	2	300	The delivery period shall be 30 days from the date of receipt of the district-specific purchase order issued by PMIU-SELECT.
2	GRADE1 (4X4)	2	300	
3	GRADE2 (4X4)	2	300	
4	GRADE3(4X4)	2	300	
5	GRADE4(4X4)	2	300	
6	GRADE5 (4X4)	2	300	
7	GRADE6 (4X4)	2	300	
8	GRADE7(4X4)	2	300	
9	GRADE8(4X4)	2	300	
10	STAFFROOM (Male and Female) (4X4)	2	300	
11	CORRIDORS(4X4) and (4x4)	2	300	

SES BOARDS SPECIFICATIONS

• 2 BOARDS • 4X4 each • Growth mindset and girls education ECE	• 2 BOARDS • 4X4 each • Growth mindset and girls education GRADE1	• 2 BOARDS • 4X4 each • Growth mindset and girls education GRADE2
• 2 BOARDS • 4X4 each • Growth mindset and girls education GRADE3	• 2 BOARDS • 4X4 each • Growth mindset and girls education GRADE4	• 2 BOARDS • 4X4 each • Growth mindset and girls education GRADE5
• 2 BOARDS • 4X4 each • Growth mindset and girls education GRADE6	• 2 BOARDS • 4X4 each • Growth mindset and girls education GRADE7	• 2 BOARDS • 4X4 each • Growth mindset and girls education GRADE8

ECCE-8= 18 BOARDS EACH 4X4

• 2 BOARDS • 4X4 and 4x4 • celebration of students and anti corporal punishment CORRIDOR	• 2 BOARDS • 4X4 each • Growth mindset.anti corporal punishment,celebration of students achievement and value of education especially girls education STAFFROOM MALE	• 2 BOARDS • 4X4 each • Growth mindset.anti corporal punishment,celebration of students achievement and value of education especially girls education STAFFROOM FEMALE
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STAFFROOMS=2BOARDS 4x4 each
CORRIDORS= 2 BOARDS 4X4 AND 4X4

Description of Works – Installation of SES Boards in Schools

The bidder shall be responsible for the supply, installation, fixing, and commissioning of SES Boards in designated areas of schools, in accordance with the approved specifications, drawings, and instructions of the Engineer/Employer.

The scope of work includes, but is not limited to, the following:

- ECCE Classrooms:
Installation of eighteen (18) SES Boards, each measuring 4 ft × 4 ft, securely fixed at appropriate heights suitable for early childhood learning environments.
- Staff Rooms:
Installation of two (02) SES Boards, each measuring 4 ft × 4 ft, properly aligned and fixed to ensure usability and durability.
- School Corridors:
Installation of two (02) SES Boards, comprising:
 - One board of 4 ft × 4 ft, and
 - One board of 4 ft × 4 ft,
installed at designated locations to facilitate visibility and communication.

The bidder shall ensure:

- Proper surface preparation prior to installation;
- Secure fixing using appropriate fasteners and supports;
- Accurate alignment, leveling, and finishing;
- Compliance with safety standards and site conditions; and
- Protection of adjacent finishes during installation.

All works shall be carried out to the satisfaction of the Engineer/Employer, and the SES Boards shall be fully functional, neatly finished, and ready for use upon completion.

ANNEX 2: Quotation Forms

Supplier Quotation Form

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

To:	Project Management Implementation Unit (PMIU), SELECT
Purchaser's Representative:	Mr. Junaid Hameed Samoo
Title/Position:	Chief Program Manager/ Project Director
Address :	SELECT, PMIU Reform Support Unit School Education & Literacy Department Government of Sindh 47-E/1, Street No. 48, PECHS Block-6, Near Nursery Furniture Market, Shahrah-e-Faisal, Karachi. E-mail: pcselectseld@gmail.com , pmiuselect.seld@gmail.com , 2 nd Floor PMIU-SELECT (Procurement Section) Tel: 021-34304441
RFQ Ref No.:	<u>PK-RSU-SINDH-526919-G0-RFQ</u>
Date of Quotation:	<u>28 August, 2026 at 12:00 PM</u>

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

SUBMISSION OF QUOTATION

1. Conformity and no reservations

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

2. Eligibility

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

3. Suspension and Debarment

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

4. Quotation Price

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

5. Quotation Validity

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

6. Performance Security N/A

If we are awarded the Contract, we commit to obtain a Performance Security in accordance with the RFQ. N/A

7. Commissions, gratuities, fees

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

Name of Recipient	Address	Reason	Amount
<u>None</u>			

8. 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.

9. 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]*

Quotation for Goods: Price Schedule 2

For Goods to be supplied from within the Purchaser' country

1	2	3	4	5	6	7	8	9
Line Item	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item	[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 RFQ	[if known] Sales and other taxes payable per line item if Contract is awarded	Total Price per line item
N°					(Col. 4'5)			(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]
1	ECCE(4X4		300					
2	GRADE1 (4X4)		300					
3	GRADE2 (4X4)		300					
4	GRADE3(4X4)		300					
5	GRADE4(4X4)		300					

6	GRADE5 (4X4)		300				
7	GRADE6 (4X4)		300				
8	GRADE7(4X4)		300				
9	GRADE8(4X4)		300				
10	STAFFROOM (Male) (4X4)		300				
11	STAFFROOM (Female) (4X4)		300				
12	CORRIDORS(4X4) and (6x4)		300				

Total Quotation: Price Schedule

The total price for the supply and delivery of the Goods, and related Services is as follows:

Price Schedule	Amount
Goods: Price Schedule – Batch-02- 150 Schools	
Related Services: Price Schedule 3 (<i>N/A</i>)	
Total Quotation	

Manufacturer's Authorization (Not Applicable)

[The Supplier shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: *[insert date (as day, month and year) of Quotation submission]*
RFQ No.: *[insert number of RFQ process]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of the Supplier]* to submit a quotation the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 20 of the Conditions of Contract, with respect to the Goods offered by the above firm.

We confirm that we do not engage or employ (i) forced labor or persons subject to trafficking in accordance with Clause 27 or (ii) child labor in accordance with Clause 28, of the Conditions of Contract. We also confirm that we comply with applicable health and safety obligations in accordance with Clause 29 of the Conditions of Contract.

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

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

ANNEX 3: Contract Forms

Contract Agreement

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

BETWEEN

- (1) [*insert complete name of Purchaser*], a [*insert description of type of legal entity, for example, an agency of the Ministry of*] of the Government of { *insert name of Country of Purchaser* }, or corporation incorporated under the laws of { *insert name of Country of Purchaser* }] and having its principal place of business at [*insert address of Purchaser*] (hereinafter called “the Purchaser”), 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 Purchaser invited quotations for certain Services and related goods [*insert brief description of Goods and Services*] and has accepted a quotation by the *service provider* for the supply of those Goods and Services

The Purchaser 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 Supplier’s quotation
 - (c) Conditions of Contract
 - (d) the Purchaser’s Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) the completed Schedules (including Price Schedules)
 - (f) any other document listed as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods

and Related Services if applicable and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related 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 Purchaser's country, unless agreed otherwise]* on the day, month and year indicated above.

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

For and on behalf of the Purchaser:

Signed: *[insert signature]*

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

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

For and on behalf of the 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

1. Definitions	1.1 The following words and expressions shall have the meanings 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 CC 8.1, subject to such additions and adjustments thereto or deductions there from, 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. (j) “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. (l) “Purchaser’s Country” is the country specified in the CC 2. (m) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation,
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		training and initial maintenance and other such obligations of the Supplier under the Contract, as applicable. (n) “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 Supplier. (o) “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 Purchaser and is named as such in the Contract Agreement. (p) “The Project Site,” where applicable, means the place named in the CC.
2. Purchaser, Purchaser’s Country, Project Site/Final Destination	2.1 The Purchaser is : Reform Support Unit, PMIU-SELECT, Education & Literacy Department, Government of Sindh Pakistan 2.2 The Purchaser’s Country is: Pakistan. 2.3 The Assignment sites of execution is : <i>List of Schools are attached (Annex-A)</i>	
3. Incoterms	3.1 Not Applicable	
4. Notices and Addresses for notices	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. <u>Address for notices to the Purchaser:</u> Attention: Mr. Junaid Hameed Samo (Chief Program Manager/Project Director) Address: Project Coordinator office for Sindh Early Learning Enhancement through Classroom Transformation SELECT AT Reform Support Unit (Board-Room 2nd Floor-SELECT Office) 47-E/1, Street No. 48, PECHS Block-6, Near Nursery Furniture Market, Shahrah-e-Faisal Karachi. Tel: 021-34304441 E-mail: PMIUSELECT.SELD@gmail.com <u>Address for notices to the Supplier:</u> <i>[insert the name of officer authorized to receive notices]</i> <i>[title/position]</i> <i>[department/work unit]</i> <i>[address]</i> <i>[Electronic mail address]</i>	
5. Governing Law	5.1 The Contract shall be governed by and interpreted in accordance with the laws of Islamic Republic of Pakistan.	

6. Settlement of Disputes	(a) Contract with foreign Supplier: Not Applicable (b) Contracts with Supplier national of the Purchaser's Country:
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		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. Execution	7.1	The execution of services and delivery of the related goods shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements.
8. Contract Price	8.1	The Contract Price is specified in Price Schedule.
	8.2	The unit prices charged by the Service provider for subject services and supply of related goods under the Contract shall not vary from the prices quoted by the Supplier and accepted by the Purchaser.
9. Terms of payment	9.1	The method and conditions of payment to be made to the Service provider under this Contract shall be as follows: i. Interim payments (90%) may be allowed upon the successful delivery and installation at a minimum of twenty-five (25) schools, duly verified and certified by the Purchaser/Engineer. Each interim payment shall be made against verified invoices and actual receipts of expenditure, proportionate to the completed scope of work. ii. The final payment (100%) shall be made after the satisfactory completion of the entire contract, issuance of the Completion Certificate, and submission of actual receipts of expenditure for all invoices, in accordance with the contract provisions.
10. Taxes and Duties	10.1	The Service provider shall be entirely responsible for all taxes, duties etc., incurred until the completion of contract.
	10.2	If any tax exemptions, reductions, allowances or privileges may be available to the Service provider 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		Not applicable.
12. Subcontractors	12.1	The Service provider shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Quotation. Such notification, in the original Quotation or later shall not relieve the Service provider from any of its obligations, duties, responsibilities, or liability under the Contract.
13. Insurance cover		Not Applicable

14. Transportation	14.1 Service provider shall entirely be responsible for transportation.
15. Site of inspections	15.1 Training points in respective districts.

16. Completion Date	16.1 The completion date is July 31, 2026
17. Copyright	17.1 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, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
18. Fraud and Corruption	18.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment A to the Conditions of Contract. 18.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the request for quotations or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
19. Inspections and Audit by the Bank	19.1 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, 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 request for quotations process and/or execution of Contract. The Supplier's and its subcontractors attention is drawn to CC 22.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
20. Limitation of Liability	20.1 Except in cases of criminal negligence or willful misconduct, (a) the Service provider 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 Service provider 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.
21. Force Majeure	21.1 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. 21.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes. 21.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
22. Termination	22.1 Termination for Default The Purchaser, 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: (i) If the Service provider fails to deliver any or all of the services or related 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, Services or Related

	Goods if applicable similar to those undelivered or not performed, and the service provider shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services if applicable. However, the Service Provider shall continue performance of the Contract to the extent not terminated. 22.2 Termination for Convenience (a) The Purchaser, 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 Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
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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); 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;¹ (ii) to be a nominated² 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 inspect³ 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.

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.

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.

Sample Letter of Award of Contract

[modify as appropriate]

[use letterhead paper of the Purchaser]

[date]

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

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

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

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

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

Authorized Signature:

Name and Title of Signatory:

Name of Agency: _____

Attachment: Contract