



**KIMAWASCO**

**KILIFI MARIAKANI WATER AND  
SEWERAGE COMPANY LIMITED**

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**Email:** [info@kilifiwater.co.ke](mailto:info@kilifiwater.co.ke)

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**P.O. Box** 275-80108 KILIFI

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**Request for Quotations (RFQ)**

**for:**

**Supply and Delivery of Commercial and Finance ICT Goods under Utility Turnaround  
Framework (UTF)**

**Project ID:** P156634

**Ref No:** RFQ NO: KE-KIMAWASCO-372126-GO-RFQ

**Project:** Water and Sanitation Development Project (WSDP)

**Credit No:** IDA-60300KE

**Purchaser:** Kilifi Mariakani Water and Sewerage Co.ltd

**Country:** Kenya

**Issued on:** 28<sup>th</sup> September,2023

## **Table of Contents**

ANNEX 1: Purchaser's Requirements.....	9
ANNEX 2: Technical Specifications .....	10
ANNEX 3: Quotation Form .....	12
ANNEX 4: Contract Forms .....	20

**Request for Quotations (RFQ)**

**Supply and Delivery of Commercial and Finance ICT Goods under Utility Turnaround Framework (UTF)**

**RFQ Ref no: RFQ NO: KE-KIMAWASCO-372126-GO-RFQ**

**Date; 28<sup>th</sup> September,2023**

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

Dear Sir/Madam,

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

This RFQ is for the procurement of Goods: *Supply and Delivery of Commercial Goods and Finance ICT Goods under Utility Turn around framework for Kilifi Mariakani Water and Sewerage Company Limited*

The *Government of Kenya has received* financing from the World Bank (Bank) toward the cost of the purchase of goods and intends to apply part of the proceeds toward payments under the contract for *Supply and Delivery of Commercial Goods and Finance ICT Goods under Utility Turn around framework for Kilifi Mariakani Water and Sewerage Company Limited*

The **Kilifi Mariakani Water and Sewerage Company Limited**, now invites quotations from suppliers for the Goods described in Annex 1: Purchaser's Requirements, attached to this Request for Quotation.

**2. Fraud and Corruption**

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

In further pursuance of this policy, Suppliers shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to the RFQ and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

### **3. Eligible Goods**

All the Goods to be supplied under the Contract and financed by the Bank may have their origin in any Eligible Country.

A list of the Purchaser's requirements is on page 9 of this Request for Quotation. (RFQ) document

### **4. Eligible Suppliers**

A Supplier that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in the attachment to the Contract Conditions (Attachment A) paragraph 2.2 d., shall be ineligible to submit Quotations or be awarded or otherwise benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. A list of debarred firms and individuals is available on the Bank's external website:

<http://www.worldbank.org/debarr>.

Suppliers that are state-owned enterprises or institutions in the Purchaser's country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they:

- (a) are legally and financially autonomous;
- (b) operate under commercial law; and
- (c) are not under supervision of the Purchaser.

A Supplier shall not have a conflict of interest. Any Supplier found to have a conflict of interest shall be disqualified. A Supplier may be considered to have a conflict of interest for the purpose of this Request for Quotations process, if the Supplier:

- a. directly or indirectly controls, is controlled by or is under common control with another Supplier that submitted a Quotation;
- b. receives or has received any direct or indirect subsidy from another Supplier that submitted a Quotation;
- c. has the same legal representative as another Supplier that submitted a Quotation;
- d. has a relationship with another Supplier that submitted a Quotation, directly or through common third parties, that puts it in a position to influence the Quotation of another Supplier, or influence the decisions of the Purchaser regarding this Request for Quotations process; or
- e. or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, or Related Services, that are the subject of the Request for Quotations process; or
- f. or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or borrower for implementing the Contract; or

- g. would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the preparation or implementation of the project specified in this Request for Quotations, that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- h. has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the Request for Quotations or specifications and/or the evaluation of Quotations, of the subject Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Request for Quotations process and execution of the Contract.

#### **5. Manufacturer's Authorization**

A Supplier that does not manufacture or produce the Goods it offers to supply shall submit a Manufacturer's Authorization using the form included to this RFQ to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country.

#### **6. Validity of offers**

The offers shall be valid for ***Sixty (60) Days after submission/closure of the Quotation***

#### **7. Bid Security**

A Bid Security ***shall be*** required. The amount and currency of the Bid Security shall be:

Lot 1-Supply and delivery of Commercial Goods, **dully signed Tender securing declaration form shall be required.**

Lot 2-Supply and delivery of Finance –ICT Goods **Kshs. 60,000 (Sixty Thousand Shillings) and shall be in the form of a Bank Guarantee issued by a reputable Bank.** The Bid Security shall **remain valid for Twenty-Eight (28) Days beyond** the Bid Validity Period.

#### **8. Quoted Price**

The Supplier may quote for **one or more items or all the items**

#### **9. Technical specifications**

The **technical specifications** are on page **10** of this Request for Quotation. (RFQ) document.

## 10. Manufacturer's Authorization (MA)

A Supplier that does not manufacture or produce the Goods it offers to supply shall submit a Manufacturer's Authorization using the form included to this RFQ to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country.\

## 11. Clarifications

Any clarification request regarding this RFQ may be sent in writing to:

Attention: **Project Coordinator, Kilifi Mariakani Water and Sewerage company Limited**

Address: **P.O Box 275-80108**

Floor/Room number: **N/A**

City: **KILIFI, TOWN**

ZIP Code: **N/A**

Country: **Kenya**

Telephone: **0727-110711/073-44252580676213**

Facsimile number: **N/A**

Electronic mail address: [info@kilifiwater.co.ke](mailto:info@kilifiwater.co.ke)

Requests for clarification should be received by the purchaser not later than: **3days prior to the deadline for submission for Quotations**

The Purchaser will forward copies of its response to all Suppliers including a description of the inquiry but without identifying its source.

## 12. Submission of Quotations

Quotations are to be submitted in the form attached at Annex 2 and Bidders **DO NOT have the option of submitting their bids electronically.**

The deadline for submission of Quotations is **at 05<sup>th</sup> September, 2023**

The address for submission of Quotations is:

Attention: **The Managing Director,  
Kilifi Mariakani Water and Sewerage Company Limited,**

Place: **Kilifi, Town**

Country: **Kenya**

Date: **05th Septemebr,2023**

Time: **11.00 am East African Time**

### 13. Opening of Quotations

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

### 14. Evaluation of Quotations

Quotations will be evaluated to ensure they meet the following criteria;

- a. Compliance with the Technical Specifications,
- b. Commercial terms (*bid Validity, bid security amount & Validity etc.*)
- c. Company Incorporation or Registration certificate
- d. Valid KRA Tax compliance certificate
- e. Valid KRA Vat certificate
- f. Valid business permit
- g. Manufacturer's Authorization
- h. Delivery and Completion Schedules and any other requirements of the RFQ.
- i. Total Price Quoted for each Lot

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

Recommendation for award of Contract will be on Lot basis

### 15. Contract Award

The Contract will comprise the item(s) awarded to the successful Supplier." and will be awarded to the Supplier/s who:

- (a) Is Eligible and Offers Eligible Goods;**
- (b) Offers the Substantially Responsive Bid-Lowest Evaluated Price/s,**
- (c) Technically Compliant Quotation, and**
- (d) Guarantees delivery, in accordance with the delivery period/s.**

The Purchaser shall invite successful Supplier/s for any discussion/ negotiation that may be needed to conclude the contract or otherwise for contract signature.

The Purchaser shall communicate by the quickest means with the other Suppliers on its contract award decision. An unsuccessful supplier may request clarifications as to why its quotation was not determined to be successful. The Purchaser will address this request within a reasonable time.

The Purchaser shall publish a contract award notice on its website with free access, if available, or in a newspaper of national circulation or UNDB online, within 15 days after award of contract. The information shall include the name of the successful Supplier, the Contract Price, the Contract duration, summary of its scope and the names of the Suppliers and their quoted and evaluated prices.

On behalf of the Purchaser:

**Signature: Name:**

**Title/position:**

**Attachments:**

**Annex 1: Purchaser's Requirements**

**Annex 2: Technical Specifications**

**Annex 3: Quotation Form**

**Annex 4: Contract Forms**



**Annex 1: Purchaser's Requirements for Commercial Goods (Lot 1) and Finance ICT Goods (Lot 2)**

**1.1 List of Goods and Delivery Period**

Line Item N°	Description of Goods	Quantity required	Physical unit	Named Place of Destination (for CIP)	Place of Final Destination (Project Site)	Delivery Period from Date of <i>contract signature, advance payment</i>	Suppliers Delivery Period
<b>Lot 1- Commercial Goods</b>							
1.	Integration of Billing and Finance management system	1	No.	KIMAWASCO head quarter Offices	KIMAWASCO head quarter Offices	Four (4) Weeks	
2.	Meter sealing tool	5	No.	“ “ “	“ “ “	“ “ “	
<b>Lot 2- Finance ICT Goods</b>							
1.	Desktop Computer for office users - Intel Core i7 , 8GB, 500GB, Windows 10 Pro, 19-inch TFT Monitors	15		“ “ “	“ “ “	“ “ “	
2.	UPS for Desktops	15		“ “ “	“ “ “	“ “ “	
3.	Antivirus for Desktops	15		“ “ “	“ “ “	“ “ “	
4.	LAN Patch Cables for Server, Desktop, Laptop and Network Attached Storage	30		“ “ “	“ “ “	“ “ “	
5.	A4 LaserJet Printer	2		“ “ “	“ “ “	“ “ “	

## Annex 2: TECHNICAL SPECIFICATIONS

### for Commercial Goods Lot 1 and Finance ICT Goods Lot 2

#### Summary of Technical Specifications.

##### Lot 1-Commercial Goods

S/no	Item description	Technical specifications	Bidder's compliance
1.	Integration of Billing and Finance management system	Integration of Majics Billing by Sulis Kenya and Sage Finance management system	
2.	Meter sealing tools/pliers	Engraved to emboss or deboss characters (KWS) on to the lead seals when crimped.	

##### Lot 2-Finance ICT Goods

1.	Desktop Computer for office users - Intel Core i7 , 8GB, 500GB, Windows 10 Pro, 19-inch TFT Monitors minimum 1 year warranty	Desktop Computer for office users - Intel Core i7 , 8GB, 500GB, Windows 10 Pro, 19-inch TFT Monitors	
2.	UPS for Desktops	UPS 750vA or higher	
3.	Antivirus for Desktops	15 License	
4.	LAN Patch Cables for Server, Desktop, Laptop and Network Attached Storage	LAN Patch Cables for Server, Desktop, Laptop and Network Attached Storage	
5.	A4 LaserJet monochrome multipurpose Printer with paper feed	A4 LaserJet monochrome multipurpose Printer 18ppm with paper feed	

## **Inspection and Tests**

The following inspections and tests shall be performed:

- a. Documentation verification and authentication.
- b. Evidence of inspection by the Kenya Bureau of Standards for Quality conformity.
- c. Inspection to confirm compliance with the outlined Technical Specifications.
- d. Inspection of all jointly supplied equipment and tools.
- e. Site test on delivery acceptance by the Acceptance Committee

### **Annex 3: Quotation Form**

#### **Supplier Quotation Form**

<b>From:</b>	<i>[Insert Supplier's name]</i>
<b>Supplier's Representative:</b>	
<b>Title/Position:</b>	
<b>Address:</b>	
<b>Email:</b>	

<b>To:</b>	<i>[Insert Purchaser's name]</i>
<b>Purchaser's Representative:</b>	
<b>Title/Position:</b>	
<b>Address :</b>	
<b>Email:</b>	
<b>RFQ Ref No.:</b>	
<b>Date of Quotation:</b>	

#### **SUBMISSION OF QUOTATION**

##### **1. Conformity and no reservations**

In response to the above named RFQ we offer to Supply **Commercial and Finance ICT Goods for KIMAWASCO** 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. **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.

**3. Quotation Price**

Our individual item **Total Price is indicated on the price schedule**

The total price offered is (Kenya Shillings) .....  
.....

**4. Quotation Validity**

Our Quotation shall be valid 60days after Quotation opening, and it shall remain binding upon us and may be accepted at any time before it expires.

**5. Not Bound to Accept**

We understand that you reserve the right to:

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

**6. Fraud and Corruption**

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

On behalf of the Supplier:

Name of the person duly authorized to sign the Quotation on behalf of the Supplier

.....

Title of the person signing the Quotation:

.....

Signature of the person named above

Signature: .....

Date signed: ..... day of **June, 2023**

**Quotation for Goods: Price Schedule**  
**For Goods to be supplied from within the Purchaser' country**

1	2	3	4	5	6	7	8	9
Item N°	Description of Goods	Quantity required	Physical unit	Delivery Date	Unit price (Ksh)	Total price per line item (Col. 4x5) (Ksh)	Taxes payable per line item if Contract is awarded (Ksh)	Total Price per line item(Col. 6+7) (Ksh)
<b>Lot 1- Commercial Goods</b>								
1.	Integration of Billing and Finance management system	1	No					
2.	Meter sealing tool	5	No					
<b>Total</b>								
<b>Lot 2- Finance ICT Goods</b>								
1.	Desktop Computer for office users - Intel Core i7 , 8GB, 500GB, Windows 10 Pro, 19-inch TFT Monitors	15						
2.	UPS for Desktops	15						
3.	Antivirus for Desktops	15						
4.	LAN Patch Cables for Server, Desktop, Laptop and Network Attached Storage	30						
5.	A4 LaserJet Printer	2						
<b>Total</b>								

No

## Form of Bid Security

### (Bank Guarantee)

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]*

**RFB No.:** *[Purchaser to insert reference number for the Request for Bids]*

**Alternative No.:** *[Insert identification No if this is a Bid for an alternative]*

**Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of \_\_\_\_\_ under Request for Bids No. \_\_\_\_\_ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid prior to the Bid validity expiry date set forth in the Applicant's Letter of Bid, or any extended date provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary prior to the expiry date of the Bid validity or any extension thereof provided by the Applicant has failed to: (i) sign the contract agreement, or (ii) furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to

the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the expiry date of the Bid validity.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758.

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*[Signature(s)]*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***



**FORM OF BID-SECURING DECLARATION**

*[The Bidder shall complete this Form in accordance with the instructions indicated]*

Date:.....*[insert date (as day, month and year) of Tender Submission]*

Tender No.: ..... *[Insert number of tendering process]*

To: .....*[insert complete name of Purchaser]* I/We, the

undersigned, declare that:

1. I/We understand that, according to your conditions, bids must be supported by a Tender-Securing Declaration.
2. I/We accept that I/we will automatically be suspended from being eligible for tendering in any contract with the Purchaser for the period of time of .....*[insert number of months or years]* starting on .....*[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we – (a) have withdrawn our tender during the period of tender validity specified by us in the Tendering Data Sheet; or (b) having been notified of the acceptance of our Bid by the Purchaser during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to tenders.
3. I/We understand that this Tender Securing Declaration shall expire if we are not the successful Tenderer(s), upon the earlier of:
  - a) our receipt of a copy of your notification of the name of the successful Tenderer; or
  - b) thirty days after the expiration of our Tender.
4. I/We understand that if I am/we are/in a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

Signed:.....

Capacity / title (director or partner or sole proprietor, etc.)

.....

Name: .....

Duly authorized to sign the bid for and on behalf of:

.....*[insert complete name of Tenderer]*.

Dated on ..... day of..... *[Insert date of signing]*.

Seal or stamp.

## **Manufacturer's Authorization**

*[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 4: Contract Form**

### **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 Supplier* ], a corporation incorporated under the laws of [ *insert: country of Supplier* ] and having its principal place of business at [ *insert: address of Supplier* ] (hereinafter called “the Supplier”), of the other part :

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

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Letter of Award of Contract
  - (b) the Supplier’s quotation
  - (c) Conditions of Contract
  - (d) the Purchaser’s Requirements (including Schedule of Requirements 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 Supplier, 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 Supplier:**

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

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

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

## **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;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

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

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

- 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 inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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



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