



PAKISTAN METEOROLOGICAL DEPARTMENT

Invitation for Quotations

Country: Pakistan
Name of Project: Integrated Flood Resilience and Adaptation Project (IFRAP)
(Component II: Strengthening Hydromet and Climate Services)
Contract Title: Procurement of Motorbikes
Loan No./Credit No.: 73330-PK
RFQ/ STEP Reference No.: PK-PMD-490605-GO-RFQ

1. The Islamic Republic of Pakistan has received financing from the World Bank towards the cost of the Strengthening Hydromet and Climate Services under the Component-II of Integrated Flood Resilience and Adaptation Project (IFRAP) and intends to apply part of the proceeds toward payments under the Contract for **Procurement of Motorbikes**. This procurement process will be conducted in accordance with the Request for Quotations “RFQ” method as specified in the World Bank’s “Procurement Regulations for IPF Borrowers” November 2020 (“Procurement Regulations”) and is open to all eligible Suppliers/ Bidders as defined in the Procurement Regulations and the procedures described in the RFQ.
2. Suppliers are invited to submit their priced quotation(s) for **Procurement of Motorbikes** as follows/ per specifications/ requirements cited in Section III for entire items under this RFQ. Quotations for (single items or) items fewer than what is required/ covered in this RFQ document will not be accepted and evaluated.
3. The quotations should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information for each item quoted, including details of after sales service facilities in Pakistan for establishing eligibility and qualification of the supplier as required in the RFQ.
4. The complete RFQ document is available at Pakistan Metrological Department website (www.pmd.gov.pk). Interested eligible Bidders may obtain further information from the address given below during 10:00 AM – 03:00 PM (Business Days) latest by three days till the deadline for quotations submission date.
5. The quotation(s) shall be submitted (in person or by post/ surface mail) **by/ before 15:00 Hours dated May 23, 2025**, as per the format given in the RFQ and marked as **“Procurement of Motorbikes”**, addressed to:

Procurement Specialist

Project Implementation Unit (PIU)
Strengthening Hydromet and Climate Services
Pakistan Meteorological Department, Pitras Bukhari Road
Sector H-8/2, Islamabad, Pakistan
Phone: +92-051-9250594
Email: ps.mhsp@pmd.gov.pk

Request for Quotations

Procurement of Motorbikes

Country:	Pakistan
Project Name:	Integrated Flood Resilience and Adaptation Project (IFRAP) (Component 2: Strengthening Hydromet and Climate Services)
Implementing Agency:	Pakistan Meteorological Department
Loan No:	IDA-73330
Project ID No:	P180323
RFQ/ STEP Ref. No.	PK-PMD-490605-GO-RFQ



May 2025

Section I

Invitation for Quotations

Country:	Pakistan
Name of Project:	Integrated Flood Resilience and Adaptation Project (Component 2: Strengthening Hydromet and Climate Services)
Contract(s) Title:	Procurement of Motorbikes
Loan No./Credit No./ Grant No.:	IDA-73330
RFQ/ STEP Reference No.:	PK-PMD-490605-GO-RFQ

1. The Islamic Republic of Pakistan has received financing from the World Bank towards the cost of the Strengthening Hydromet and Climate Services under the Component-II of Integrated Flood Resilience and Adaptation Project (IFRAP) and intends to apply part of the proceeds toward payments under the Contract for **Procurement of Motorbikes**. This procurement process will be conducted in accordance with the Request for Quotations “RFQ” method as specified in the World Bank’s “Procurement Regulations for IPF Borrowers” November 2020 (“Procurement Regulations”) and is open to all eligible Suppliers/ Bidders as defined in the Procurement Regulations and the procedures described herein.
2. Suppliers are invited to submit their priced quotation(s) for **Procurement of Motorbikes** as follows/ per specifications/ requirements cited in **Section III** for entire items under this RFQ. Quotations for (single items or) items fewer than what is required/ covered in this RFQ document will not be accepted and evaluated.
3. The quotations should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information for each item quoted, including details of after sales service facilities in Pakistan for establishing eligibility and qualification of the supplier as required in the RFQ.
4. Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their prices, in addition to the eligibility and qualification requirements outlined in Section-II of RFQ. Priced quotations will be evaluated for all the requirements/ items and (individual) PO will be awarded to the Supplier offering the lowest evaluated total cost (not price of each and every item separately).
5. The complete RFQ document is available at Pakistan Meteorological Department website (www.pmd.gov.pk). Interested eligible Bidders may obtain further information from the address given below during 10:00 AM – 03:00 PM (Business Days) latest by three days till the deadline for quotations submission date.
6. The prices should be quoted in Pak Rupees and should be inclusive of all delivery charges and admissible taxes.
7. The quotation(s) should be valid for a period of ninety (90) days from the date for receipt of quotation(s) indicated in Paragraph 7 of Section-I.
8. The quotation(s) shall be submitted (in person or by post/ surface mail) **by/ before 15:00 Hours dated May 23, 2025**, as per the format given in the RFQ and marked as “**Procurement of Motorbikes**”, addressed to:

Procurement Specialist

Project Implementation Unit (PIU)
Strengthening Hydromet and Climate Services
Pakistan Meteorological Department, Pitras Bukhari Road
Sector H-8/2, Islamabad, Pakistan
Phone: +92-051-9250594
Email: ps.mhsp@pmd.gov.pk

Section II

Instructions for Preparing Quotations

1. Scope of Procurement:

The Purchaser invites price quotations for the procurement of Goods as described in the technical specifications attached. The successful supplier will be expected to complete the delivery of goods within due course.

2. Eligibility to Quote: Suppliers duly registered with tax authorities may be eligible to participate only if they also submit/ provide:

- a) Proof of registration with the Income Tax Department and Sales Tax Department with the quotation. (Failure to enclose these documents would result in rejection of quotation).
- b) Only one Quotation either individually, or collectively as a partner in a joint venture. Any/ All Quotations submitted in violation of this rule shall be rejected. All the partners in a joint venture shall be jointly and severally liable for the execution of the PO.
- c) The Quotations submitted within Due Date and Time – duly Signed and Stamped.
- d) Substantially responsive Quotations to the technical and other requirements.
- e) The Quotations shall be prepared/ submitted for all the items as per the prescribed format attached in this RFQ clearly, mentioning the brand/ manufacturer and model.

3. Qualification of the Supplier: To qualify for award of PO, a Supplier shall meet the following minimum qualifying criteria in addition to the above given eligibility criteria:

- a. As Manufacturer must have at least Five years of experience in manufacturing of goods similar to the goods mentioned herein.
- b. As Supplier must have at least Three years of experience in supplying, installing, and providing after sales services of goods similar to the good mentioned herein. Documentary evidence, inter alia Authorized Dealership/ Sales & Services Certificate must be provided with the quotation.

4. Contents of RFQ Documents: The RFQ comprises the documents listed below:

Section I	Invitation for Quotations
Section II	Instruction for Preparing Quotations
Section III	Specifications
Section IV	Form of Quotation
Section V	Form of Contract
Section VI	Conditions of Contract Section
Annex-A	Beneficial Ownership Disclosure Form
Annex-B	Fraud and Corruption

5. Documents Comprising the Quotation: The Quotation submitted by the Supplier shall comprise the following documents:

- (i) Form of Quotation (as per sample attached)
- (ii) Qualification and Experience Information/ Documentation
- (iii) Copies of Taxation Documents
- (iv) Valid Authorized Dealership/ Sales & Services Certificate

6. Priced Quotation: The PO shall be for the whole supplies based on the unit and total price. Prices shall be quoted entirely and only in Pak Rupees on DDP (Delivered Duty Paid) basis inclusive of all supply/ delivery charges and admissible taxes till the final destination/ project site and delivery of the goods. The Supplier shall fill in the rates and prices for all items of the Supplies described in the specifications (Section III). All duties, taxes, and other levies payable by the Supplier under the PO shall be included in the rates, prices, and total price in the Quotation submitted by the

Supplier. The rates and prices shall remain the same for the duration of the PO and not be subject to any adjustment on any account.

7. **Item-by-Item Compliance on the Technical Requirements:** The Supplier must provide an item-by-item commentary/ compliance on the Technical Requirements, demonstrating the substantial responsiveness of the overall Goods offered to those Requirements.
8. **Validity of Quotations.** The priced quotation shall remain valid for the period of ninety (90) days from the closing date of submission of the Quotation specified in Section I. The Purchaser may request the Suppliers to extend the period of validity for a specified additional period. The Purchaser's request and the Suppliers' responses in this regard shall be made in writing. A Supplier may refuse the request for extension of Quotation validity in which case, he may withdraw his Quotation without any penalty. A Supplier agreeing to the request will not be required or permitted to otherwise modify its Quotation.
9. **Language of the Quotation:** All documents relating to the RFQ, Quotations and PO shall be in the English language.
10. **Process to be Confidential:** Information relating to the examination, clarification, evaluation and comparison of quotations and recommendation for the PO award shall not be disclosed until the award to the successful Supplier has been announced.
11. **Evaluation and Comparison of Quotations:** The Purchaser will award the PO to the Supplier whose Quotation has been determined to be substantially responsive to the RFQ and who has offered the lowest evaluated priced quotation in addition to the eligibility and qualification requirements outlined in Section II. In evaluating the quotations, the Purchaser will determine for each Quotation, the evaluated priced quotation by adjusting the priced quotation making any correction for any arithmetic errors as follows:
 - a. where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
 - b. where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;
 - c. if a Supplier refuses to accept the correction, his Quotation will be rejected.
12. **Purchaser's Right to Accept Any Quotation and to Reject any or all Quotations:** The Purchaser reserves the right to accept or reject any quotation, and to cancel the process of competition and reject any or all quotations, at any time prior to the award of the PO, without thereby incurring any liability to the affected Supplier(s).
13. **Purchaser's Right to Increase or Decrease Quantities:** The Purchaser reserves the right to increase or decrease quantities of Supplies.
14. **Interpretation:** The Purchaser is not responsible for any wrong interpretation of any clause of this document.

Section III

Specifications

1. Scope of the Work/ Services

The Supplier will be required to supply the goods/items as mentioned in Technical Specifications.

2. Technical Proposal

This part of the Quotation should contain complete information relating technical specifications as mentioned below.

3. Project Completion Timeline

The tentative time provided to the Supplier will be 15 days from the date of PO award/ signing respecting the successful Supplier.

4. Payment Terms

Payment shall be made in the Pakistani Currency (Rupees) of the Quotation in the following manner and will be subject to the Government Taxes as applicable and set by the Government - submission of Sales Tax Invoice is mandatory provided the cost of items includes the same. 100% payment will be made after complete delivery at the Purchaser's site after deduction of applicable taxes and duties.

5. Warranty

The Supplier should warrant that the products supplied under the Contract are new, unused, of the most recent or current models and those that incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier should further warrant that all Goods supplied under this Contract shall have no defects, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

This warranty shall remain valid for a minimum one (01) year from the date of delivery of the items (including all the accessories) and subsequent acceptance by the Purchaser. The Supplier will provide full support/ technical assistance during the warranty period including necessary repair/ replacement in case of failure within minimum reasonable time but not exceeding 2 working days, completely free of cost to the Purchaser.

6. Terms and Conditions.

- In case of any deviation from the provided technical specifications, Purchaser has right to reject the offered goods and cancel the Purchase order even if the item has been delivered.
- If the items found substandard or refurbished the goods delivered will be rejected and purchase order will be cancelled.
- In case of failure to complete the delivery within stipulated time period, liquidated damages will be imposed 0.5% of the total Purchase Order (PO)/ Agreement price per week up to 10% of the total Purchase Order (PO)/ Agreement price, upon which the purchase order may be terminated.
- Supplier's Delivery (and installation) schedule must also be attached with the quotation.
- All government-imposed taxes, duties will be deducted as per Government of Pakistan rules.

SCHEDULE OF REQUIREMENTS

The schedule outlined below specifies the required date for delivery.

No.	Description	Delivery Schedule from the Date of Notification of Award	Locations
01	Procurement of Motorbikes	15 Days after receiving Purchase Order	PIU-PMD Saidpur Village Office Islamabad

Note: The rates in Pak Rupees on DDP basis against each item/ unit should be quoted in the below provided table.

PRICE QUOTATION

Note: The rates against the following item/unit should be quoted in the space provided below considering the supply of the items.

S #	Description of Items	Unit	Qty	Unit Rate PKR	Total Amount PKR
01	Motorbike: 125cc with two helmets for each bike	No.	03		
	Total				

Quoted amount in words _____

Official Seal/ Name of the Company _____

NTN No: _____

GST No: _____

TECHNICAL SPECIFICATIONS

S #	Description of Item	Technical Specifications
01	Motorbike: 125cc	<ul style="list-style-type: none"> • Engine Type: Liquid-cooled, 4-stroke, single-cylinder, DOHC • Displacement: 124.7cc • Max Power: ~13.1 hp (9.8 kW) @ 10,000 rpm • Max Torque: ~10 Nm @ 8,000 rpm • Fuel System: PGM-FI (Programmed Fuel Injection) • Transmission: 6-speed manual • Lighting: Full LED lighting • Instrument Panel: LCD display (gear position, fuel gauge, trip info, etc.) • Wheels: 17-inch lightweight alloy wheels • Tires: Front 110/70-R17, Rear 150/60-R17
02	Helmet	<ul style="list-style-type: none"> • Helmet with Anti-Theft D-Ring • Outer shell made with high grade thermoplastics • Quick release chin strap • Interiors made with AIR-MESH fabric • Size Medium

Section IV
Form of Quotation

Date: _____

To: _____

We offer to execute the supply of (name and number of Contract) in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _____ (amount in words and numbers) (_____). We propose to complete the Supplies described in the Contract within a period of _____ (words and number) _____calendar days from the Start Date.

This Quotation and your written acceptance will constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Quotation you receive.

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the proposal documents.

Quoted Amount in Words inclusive of all taxes and duties _____

Authorized Signature: _____

Name and Title of Signatory _____

Name of Supplier: _____

Address: _____

Phone Number _____

NTN Number _____

Section V
Form of Contract Agreement

This Agreement, made the _____ day of _____ 20____, by and between

(name and address of Purchaser hereinafter called “the Purchaser”) and

(name and address of Supplier hereinafter called “the Supplier”) of the other part.

Whereas the Purchaser is desirous that the Supplier execute supplies of _____

(name and identification number of Contract hereinafter called “the Supplies/Goods”)

and the Purchaser has accepted the Quotation submitted by the Supplier for the Supply of such Supplies/Goods and the remedying of any defects therein over a warranty period of at least one year after supply as per agreed terms and conditions.

Now this Agreement witnessed as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to execute and complete the Supplies/Goods and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Purchaser hereby covenants to pay the Supplier in consideration of the supply of the Supplies/Goods and the remedying of defects wherein 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.
4. The Contract shall be subject to provisions of World Bank Anticorruption Guidelines as per Attachment hereto (Annex-B).

In Witness whereof the parties thereto have caused this Agreement to be executed the days and year first before written

The Common Seal of

was hereunto affixed in the presence of:

Signed, Sealed, and Delivered by the

in the presence of:

Binding Signature of Purchaser: _____

Binding Signature of Supplier: _____

Section VI Conditions of Contract (CC)

1. Definitions: Boldface type is used to identify the defined terms

(a) **The Contract** is the Contract between the Purchaser and the Supplier to execute, complete, and maintain the Supplies as specified in the specifications or in other sections of the Contract. The name/ identification number of the Contract is given in the Invitation to Quotation.

(b) **The Supplier** is a person or corporate body whose Quotation to carry out the Supplies has been accepted by the Purchaser.

(c) **The Supplier's Price Quotation** is the completed document (Invitation to Quotation together with attachments) submitted by the Supplier to the Purchaser.

(d) **The Contract Price** is the price stated in the Quotation and thereafter as adjusted in accordance with the provisions of the Contract.

(e) **Days** are calendar days; **months** are calendar months.

(f) **A Defect** is any part of the Supplies not completed in accordance with the Contract.

(g) **The Required Completion Date** is the date on which it is required that the Supplier shall complete the Supplies. The Required Completion Date may be revised only by the Purchaser by issuing an extension time or an acceleration order in writing.

(h) **Specification** means the Specification of the Supplies included in the Quotation and any modification or addition made or approved by the Purchaser.

2. Language and Law. The Contract shall be in the English language. The law governing the Contract shall be the applicable law(s) of the Government of Islamic Republic of Pakistan.

3. Communications. Communications between parties that are referred to in these Conditions shall be effective only when made in writing. A notice shall be effective only when it is delivered.

4. Supplier's Risks. The risks of personal injury, death, and loss or damage to property and adjacent property (including, without limitation, the Supplies, materials, and equipment) are Supplier's risks.

5. Supplies to be completed by the Completion Date. The Supplier shall commence the execution of the Supplies on the Start Date (i.e. date of signing of contract) and shall carry out the Supplies in accordance with the work schedule submitted by the Supplier, as updated with the approval of the Project Supervisor, and complete them by the Required Completion Date.

6. Defects. The Purchaser shall give notice to the Supplier of any Defects before the end of the Warranty Period, which begins at completion of supplies. The Warranty Period shall be extended for as long as Defects remain uncorrected. Every time notice of a Defect is given, the Supplier shall correct the notified Defect within the length of time specified by the Purchaser. If the Supplier has not corrected a Defect within the time specified Purchaser will assess the cost of having the Defect corrected, and the Supplier will pay this amount, or the Purchaser shall recover these amounts by deduction from the amounts due to the Supplier.

7. Payments. The Purchaser shall pay the Supplier the amounts as per following schedule:

On Delivery and Acceptance: 100% payment of the Contract Price shall be paid within thirty (30) days after complete delivery and upon submission of claim supported by the acceptance certificate issued by the Purchaser.

8. **Taxes.** The Supplier is responsible for all taxes in accordance with the laws of Islamic Republic of Pakistan.

9. **Force Majeure:** Either party may terminate the Contract by giving a thirty (30) days' notice to the other for events beyond that party's control, such as Wars and acts of God such as earthquakes, floods, fires, etc.

10. **Resolution of Disputes.** The Purchaser and the Supplier shall make every effort to resolve amicably by direct negotiations any disagreement or dispute arising between them under or in connection with the Contract. In case of further disagreement either party can take the matter to arbitration in accordance with the Arbitration Act of 1940.

11. **Warranty.** This warranty shall remain valid for a minimum one (01) year from the date of delivery of the items (including all the accessories) and subsequent acceptance by the Purchaser. The Supplier will provide full support/ technical assistance during the warranty period including necessary repair/ replacement in case of failure within minimum reasonable time but not exceeding 2 working days, completely free of cost to the Purchaser.

12. **Terms and Conditions.**

- In case of any deviation from the provided technical specifications, Purchaser has right to reject the offered goods and cancel the Purchase order even if the item has been delivered.
- If the items found substandard or refurbished the goods delivered will be rejected and purchase order will be cancelled.
- In case of failure to complete the delivery within stipulated time period, liquidated damages will be imposed 0.5% of the total Purchase Order (PO)/ Agreement price per week up to 10% of the total Purchase Order (PO)/ Agreement price, upon which the purchase order may be terminated.

Annex-A

Beneficial Ownership Disclosure Form

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE FORM

This Beneficial Ownership Disclosure Form ("Form") is to be completed by the successful Bidder. In case of joint venture, the Bidder must submit a separate Form for each member. The beneficial ownership information to be submitted in this Form shall be current as of the date of its submission.

For the purposes of this Form, a Beneficial Owner of a Bidder is any natural person who ultimately owns or controls the Bidder by meeting one or more of the following conditions:

- directly or indirectly holding 25% or more of the shares*
- directly or indirectly holding 25% or more of the voting rights*
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder*

RFQ No.: [insert number of RFQ process]

Request for Quotation.: [insert identification]

To: [insert complete name of the Bidder]

In response to your request in the Letter of Acceptance dated [insert date of letter of Acceptance] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25% or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

(ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions:*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder

OR

(iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Bidder shall provide explanation on why it is unable to identify any Beneficial Owner]*

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights
- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Bidder]

Name of the Bidder: **[insert complete name of the Bidder]*_____

Name of the person duly authorized to sign the Bid on behalf of the Bidder: ***[insert complete name of person duly authorized to sign the Bid]*_____

Title of the person signing the Bid: *[insert complete title of the person signing the Bid]*_____

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]*_____

* In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.

** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

Annex-B
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.