



KIRINYAGA COUNTY WATER & SANITATION PLC

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REQUEST FOR QUOTATION (RFQ)

FOR

SUPPLY AND DELIVERY OF 8NO. MOTORCYCLES

KIRINYAGA COUNTY WATER & SANITATION PLC

QUOTATION NO: KCWSPLC/WSTF/CLSG11/RFQ 3/2025

AUGUST 2025,

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REQUEST FOR QUOTATIONS (RFQ)

To:

From:

KIRINYAGA COUNTY WATER & SANITATION PLC
P.O BOX 360-10300
KERUGOYA
EMAIL ADDRESS: info@kicowasco.co.ke.

Title of the Quotation:

SUPPLY AND DELIVERY OF 8NO. MOTORCYCLES

Quotation Reference Number:

KCWSPLC/WSTF/CLSG11/RFQ 3/2025

1. 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 8no. New Company Motorcycles **for Kirinyaga County Water & Sanitation PLC.**
2. KIRINYAGA COUNTY WATER & SANITATION PLC invites you to submit quotations for **Supply and Delivery, of 8no. New Company Motorcycles as indicated in detail in “Table A. Schedule Of Requirements and Specifications.”**

Fraud and Corruption

- (i) 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).
- (ii) In further pursuance of this policy, Suppliers shall permit and shall cause their agents (where declared or not), subcontractors, sub consultants, 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.

Eligible Goods

- (iii) All the Goods to be supplied under the Contract and financed by the Bank may have their origin in any Eligible Country.
- (iv) A list of the Purchaser’s requirements is on page 9 of this Request for Quotation (RFQ) document.

Eligible Suppliers

- (v) 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>.

(vi) 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.

(vii) 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.

3. The quotation shall follow the instructions and documents in this RFQ document and shall be in English Language. Suppliers may obtain further information during office hours **8.00 AM – 5.00 PM** at the address given below.

4. Quotations shall be submitted in accordance with the instruction in Part 1: Quotation Procedures and in a **sealed envelope clearly** indicating
 - a) name and address of supplier,
 - b) the quotation name and title and must reach the Procuring Entity at the address indicated below not later than **FRIDAY, 5TH SEPTEMBER, 2025 AT 12.00 NOON.**
Quotations can be delivered by registered mail, courier or hand delivery at the supplier's option. ***Late quotations shall be rejected.***
5. Any clarification request regarding this RFQ may be sent in writing to: info@kicowasco.co.ke and copied to procurement@kicowasco.co.ke. Requests for clarification should be received by the purchaser not later than: **3 days prior to the deadline for submission for Quotations.**

Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract

PART 1: INSTRUCTIONS TO SUPPLIERS

1. **Suppliers are advised to read carefully** these instructions and the Conditions of Contract in Part 3: Contract, before preparing the quotation.

The standard forms in this RFQ may be photocopied for completion but the Supplier is responsible for their accurate reproduction.

The term Supplier shall mean the firm or person invited to submit a quotation.

The term Quotation herein shall mean the quotation submitted as usually understood in public procurement.

2. **Validity of Quotations:** The quotation will be held valid for **Thirty (30No.)** days from the date of submission/ Closure date of the quotation.
3. **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.
4. **Bid Security** - A Bid Security ***shall be*** required. The bid security amount shall be **2% OF THE QUOTATION SUM** and shall remain valid for a further 28 days beyond the bid validity period of **FURTHER 28 DAYS FROM THE BID VALIDITY DATE.**
5. **The Quotation shall consist of** completed Tables A, B and C and the Form of Quotation all indicated in Part 2 of this Request for Quotations, and documents to evidence Eligibility and Conformity to Technical Specifications.
6. **Sealing and Marking of Quotations:** Quotations in one "one original" should be sealed in a single envelope, clearly marked with the **Quotation Reference Number** in the RFQ, the **Suppliers** name and the name of the Procuring Entity. Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.
7. **Submission of Quotations:** Quotations as per Item 11 below, should be submitted to the address below, on or before the date and time indicated in sub-item 4 below. Late quotations will be rejected

Address for Submission of Quotations.

Name of Procuring Entity: **KIRINYAGA COUNTY WATER & SANITATION PLC**

Name of Department: **Water and Sanitation**

Mailing Address: **P. O. BOX 360-10300 KERUGOYA**

Physical address: **Quotation Box: At the Main office**

Street Name: **Kirinyaga County Water & Sanitation PLC main office situated at Kerugoya- Karatina road opposite Kerugoya Stadium,**

a) Date of submission (deadline): **FRIDAY, 5TH SEPTEMBER, 2025 AT 12.00 NOON**

b) Time of Submission (deadline): **12.00 NOON**

8. Opening of Quotations: Quotations will be opened immediately after the closing date and time specified in item 5 (4) above, by at least three appointed officials of the Procuring Entity.

9. Examination and Evaluation of the Quotations

a) Supplier Eligibility:

Supplier must submit Documentary evidence to show His/her eligibility to be awarded a contract to cover each of the following :(***All Copies of Documents Must be certified before commissioners of oath***)

- (i) Relevant Valid Trading License /Business Permit;
- (ii) Certificate of Incorporation;
- (iii) CR12
- (iv) Valid Tax Compliance /Exemption Certificate from Kenya Revenue Authority(***KICOWASCO Shall authenticate the certificate from KRA ITAX Portal***)
- (v) Manufacturer's Authorization
- (vi) Duly Filled, Stamped and Signed Confidential Business Questionnaire in the Format Provided in this tender document;
- (vii) Self -Declaration Forms strictly in the format provided;
- (viii) The Supplier shall also complete attached forms to confirm eligibility and non-existence of a conflict of interest in relation to this procurement requirement by signing the attached Forms.

10. Invitation not transferable: This invitation is not transferable to other firms or individuals not so invited.

- 11. Goods Eligibility:** Supplier must submit as evidence documents to show the country of origin of any goods to be supplied or incorporated in the work or services
- 12. Technical Specifications:** Documentary evidence to show that the goods meet the technical specifications.

(As provided in Part 2: Schedule of Requirements, Table A. Schedule of Requirements and Technical Specifications where applicable). Bidders shall be required to meet all technical specification as provided by Kirinyaga County Water & Sanitation PLC and failure to meet any of the technical requirement of the goods, the bid shall be considered non-Responsive and shall be rejected at this stage and shall not be considered further for detailed Evaluation. Bidder shall be required in their submission to include brochures /technical data sheets where necessary for the goods to be supplied under the contract.

- 13. Alternative Quotations:** Suppliers are not permitted to submit alternative quotations for goods/alternative technical solutions for specified parts of the Works or Services Only the Supplier with the winning quotation conforming to the basic technical requirements shall be considered by the Procuring Entity.
- 14. Currency:** Quotations shall be priced in Kenya Shillings. Quotations in other currencies will be rejected if not allowed.
- 15. Evaluation of Quotations:** The evaluation of quotations will be conducted using the procedure set out below to ensure the following: -
- (a) Price Quotations shall be evaluated per line item;
 - (b) Compliance with the Technical Specifications, **(Attach Technical Data sheets where applicable)**
 - (c) Commercial terms (bid Validity, bid security validity etc.)
 - (d) Manufacturer's Authorization (MA);
 - (e) Delivery and Completion Schedules and any other requirements of the RFQ;
 - (f) Compliance with the following Mandatory Documents
 - i. Relevant Valid Trading License /Business Permit;
 - ii. Certificate of Incorporation;
 - iii. CR12;
 - iv. Valid Tax Compliance /Exemption Certificate from Kenya Revenue Authority (**KICOWASCO Shall authenticate the certificate from KRA ITAX Portal**);
 - v. Manufacturer's Authorization
 - vi. Duly Filled, Stamped and Signed Confidential Business Questionnaire;
 - vii. Self -Declaration, Forms strictly in the format provided;

viii. The Supplier shall also complete attached forms to confirm eligibility and non-existence of a conflict of interest in relation to this procurement requirement by signing the attached Forms

ix. Two similar assignments of at least **Kenya Shillings 1 million**
- (Recommendation Letter or Signed Delivery Note)

x. (b) Technical examination to determine works eligibility, compliance with technical specifications and commercial responsiveness. Quotations failing this stage will be rejected and not considered in next stage.

(c) Financial comparison of quotations to determine the lowest evaluated quotation. The currency of evaluation is Kenya Shillings.

16. Lowest Evaluated Quotation: The **lowest evaluated AND substantially Responsive** quotation shall be recommended for award of contract.

26. **Award of contract:** 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 and Lowest Evaluated Price/s,**
- (c) Technically Compliant Quotation, and**
- (d) Guarantees delivery, in accordance with the delivery period/s.**

17. Award of contract shall be by placement of a Letter of Acceptance or Local Purchase Order in accordance with Part 3: Contract. The currency of award and payment shall be currency in which the quotation was submitted. Unsuccessful Suppliers who responded will be notified of the accepted quotation, indicating the name and the amount of the accepted quotation

18. Right to Reject: The Procuring Entity reserves the right to accept or reject any quotation or to cancel the quotation process and reject all quotations at any time prior to contract award.

QUOTATION FORM

Supplier Quotation Form

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

To:	<i>[Kirinyaga County Water and Sanitation PLC]</i>
Purchaser's Representative:	Dr. Cyrus Munyua Ph. D
Title/Position:	Managing Director
Address:	P. O Box 360-10300, Kerugoya
Email:	info@kicowasco.co.ke
RFQ Ref No.:	KCWSPLC/WSTF/CLSG11/RFQ 3/2025
Date of Quotation:	28/08/2025

SUBMISSION OF QUOTATION

1. Conformity and no reservations

In response to the above named RFQ we offer to Supply the UTF Goods–**Commercial Goods KICOWASCO** 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 of each item of our offer is **KSHS**.....

4. Quotation Validity

Our quotation shall be valid until ***[insert day, month and year.....]***, and it shall
Remain binding upon us and may be accepted at any time on or before this date;

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. Annual 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

1. Technical Specifications

- 1.1 The purpose of the Technical Specifications (TS), is to define the technical characteristics of the Goods and Related Services required by the Procuring Entity. The Procuring Entity shall prepare the detailed TS consider that:
- i) The TS constitute the benchmarks against which the Procuring Entity will verify the technical responsiveness of Tenders and subsequently evaluate the Tenders. Therefore, well-defined TS will facilitate preparation of responsive Tenders by tenderers, as well as examination, evaluation, and comparison of the Tenders by the Procuring Entity.
 - ii) The TS shall require that all goods and materials to be incorporated in the goods be new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided for otherwise in the contract.
 - iii) The TS shall make use of best practices. Samples of specifications from successful similar procurements in the same country or sector march provide a sound basis for drafting the TS.
 - iv) The PPRA encourages the use of metric units.
 - v) Standardizing technical specifications march be advantageous, depending on the complexity of the goods and the repetitiveness of the type of procurement. Technical Specifications should be broad enough to avoid restrictions on workmanship, materials, and equipment commonly used in manufacturing similar kinds of goods.
 - vi) Standards for equipment, materials, and workmanship specified in the Tendering document shall not be restrictive. Recognized international standards should be specified as much as possible. Reference to brand names, catalogue numbers, or other details that limit any materials or items to a specific manufacturer should be avoided as far as possible. Where unavoidable, such item description should always be followed by the words “or substantially equivalent.” When other particular standards or codes of practice are referred to in the TS, whether from the Procuring Entity's or from other eligible countries, a statement should follow other authoritative standards that ensure at least a substantially equal quality, then the standards mentioned in the TS will also be acceptable.
 - vii) Reference to brand names and catalogue numbers should be avoided as far as possible; where unavoidable the words “or at least equivalent” shall always follow such references.
 - viii) Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:
 - a) Standards of materials and workmanship required for the production and manufacturing of the Goods.
 - b) Any sustainable procurement technical requirements shall be clearly specified.
- 1.2 To encourage tenderers' innovation in addressing sustainable procurement requirements, as long as the Tender evaluation criteria specify the mechanism for monetary adjustments for the purpose of Tender comparisons, tenderers march be invited to offer Goods that exceeds the specified minimum sustainable procurement requirements.
- i) Detailed tests required (type and number).
 - ii) Other additional work and/or Related Services required to achieve full delivery/completion.
 - iii) Detailed activities to be performed by the Supplier, and participation of the Procuring Entity thereon.

iv) List of detailed functional guarantees covered by the Warranty and the specification of the liquidated damages to be applied in the event that such guarantees are not met.

- 1.3 The TS shall specify all essential technical and performance characteristics and requirements, including guaranteed or acceptable maximum or minimum values, as appropriate. Whenever necessary, the Procuring Entity shall include an additional ad-hoc Tendering form (to be an Attachment to the Letter of Tender), where the tenderer shall provide detailed information on such technical performance characteristics in respect to the corresponding acceptable or guaranteed values.
- 1.4 When the Procuring Entity requests that the tenderer provides in its Tender a part or all of the Technical Specifications, technical schedules, or other technical information, the Procuring Entity shall specify in detail the nature and extent of the required information and the manner in which it has to be presented by the tenderer in its Tender.
- 1.5 If a summary of the Technical Specifications(TS) has to be provided, the Procuring Entity shall insert information in the table below. The tenderer shall prepare a similar table to justify compliance with the requirements.

DETAILED TECHNICAL SPECIFICATIONS The Goods and Related Services shall comply with following Technical Specifications and Standards:

Item No	Description of Goods/works/services (Procuring Entity to select one) For Works attach drawings	Quantity	TECHNICAL SPECIFICATIONS (completed by Procuring Entity)	CONFORMITY WITH TECHNICAL SPECIFICATIONS (to be completed by Tenderer)
A	B	C	D	E
1	Supply of motorcycles(boxer type, 150cc/Equivalent)	8	Type: 4 stroke, natural air cooled SI engine. Displacement: 150CC Max Power: 8.83@ 7500(kw@RPM) Starting system: Kick start and electric start Max. Torque: 12.26@4500(NM@ rpm Wheel base: 1285mm Kerb weight : 123kgs Fuel tank/reserve 11L(2.5l reserve) Suspension front: 125mm fork travel, telescopic Suspension rear: 100mm rear wheel travel, SNS Battery: 12V, 5Ah, MF Head lamp(low beam): 12V, 35/35 W, HS-1	
2	Oiling and servicing	8	Normal service	

2 **Price Schedule**

NO	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
1.	Supply and delivery of motorcycles (Boxer Bajaj type, 150cc / Equivalent)	No	8		
2.	Oiling and servicing (Normal Service)	No	8		
	TOTAL(KSHS)				

PART 3:

ANNEX 3: CONTRACT FORM AND ANNEXTURES

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 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 an

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 of authorized representative(s) of the Purchaser]*

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;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,

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.

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.

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.

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 enclosed 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