



**PROCUREMENT OF NON - CONSULTING SERVICES**

**Request for Quotations  
(Procurement of Janitorial Services - Framework Contract)**

**(FY 2024-25 onward)**

**Reference number: PK-URBAN UNIT, PUNJAB-479247-NC-RFQ**

**Program Management & Implementation Unit (PMIU)  
Punjab Affordable Housing Program**

**March 21, 2025**

**Punjab Affordable Housing Program (PAHP)**  
**REQUEST FOR QUOTATIONS (RFQ)**

**PROCUREMENT OF JANITORIAL SERVICES - FRAMEWORK CONTRACT**

Posting Date: March 21, 2025

Deadline Date & Time for Submission of Quotations: 1030 HRS April 08, 2025

The Govt. of Punjab has received financing from the International Development Association (IDA) toward the cost of Punjab Affordable Housing Program (PAHP). The Program Management Implementation Unit (PMIU), an implementing agency, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for Procurement of Janitorial Services - framework contract.

Procurement will be conducted through Requests for Quotations (RFQ) method as specified in The World Bank's Procurement Regulations for IPF Borrowers July 2016 revised November 2017, August 2018 and November 2020 and is open to all eligible bidders as defined in the Procurement Regulations.

PMIU – PAHP now invites sealed quotations from eligible suppliers for the **Procurement of Janitorial Services - framework contract** as per details attached, schedule of requirements and delivery schedule specified in RFQ documents.

Quotations are being requested from suppliers registered with FBR for Income Tax and Sales Tax and having Active Tax Payer Status with at-least three (03) years of experience of the supply of similar items. Suppliers must provide copies of at least three (03) valid purchase orders/contract agreements against the supply of similar items in the last five (05) years to establish the required experience.

A complete set of RFQ documents containing BOQ, supplier's qualification, schedule of requirements, specifications, delivery schedule and detailed terms & conditions is being shared by email and can also be gathered personally from the PMIU PAHP Office, 608, Shaheen Complex, Edgerton Road, Lahore.

Quotations, duly signed stamped, and sealed must be delivered to the address given below on or before **1030 hours on April 08, 2025**. Electronic submission shall not be permitted. Late quotations will not be accepted.

Quotations will be publicly opened on the same date at 1130 hours, in the presence of the suppliers' representatives who choose to attend, in the office of PMIU, Punjab Affordable Housing Program, 608, Shaheen Complex, Edgerton Road, Lahore.

**Program Director**  
**Program Management & Implementation Unit (PMIU)**  
**Office # 608, 6<sup>th</sup> Floor - Shaheen Complex, Egerton Road, Lahore**  
**Ph: 042-99205318 Ext: 268 Fax: 042-99205323 <https://pahp.gop.pk/procurements.html> Email**  
**Address: [rni.pahp@punjab.gov.pk](mailto:rni.pahp@punjab.gov.pk)**

**PUNJAB AFFORDABLE HOUSING PROGRAM (PAHP)  
PROCUREMENT OF JANITORIAL SERVICES - FRAMEWORK CONTRACT**

**TERM & CONDITIONS**

1. Suppliers are required to submit quotations for **Complete Contract Package**, evaluation of quotation and contract award will be for complete package wise.
2. Supplier's Qualification Requirements:

Sr. No.	Criteria	Attached (Yes/No)
a	Firm must have at least three (03) years of experience of supply of similar services. Firm must provide copies of at least three (03) valid purchase orders/contract agreements against the supply of similar services in the last five (05) years to establish the required experience.	
b	Firm must be registered with FBR for Income Tax and Sales Tax/PRA. Copy of valid NTN & GST/PRA certificate and Active Tax Payer Status of both Income Tax and Sales Tax.	
c	Firm must have not been blacklisted by PPRA.	

3. The Prices indicated in the Price Schedule shall be lumpsum etc.
4. Firms are requested to give their best and final prices as no negotiations are accepted.
5. Price shall be quoted in Pak Rupees and inclusive of all applicable taxes and duties.
6. Quotations shall be valid for a period of 45 days after the submission date.
7. All government taxes shall be deducted at source.
8. All services must be provided at Shaheen Complex Edgerton Road, Lahore within 07 days of issuance of Work Order under framework contract.
9. Payment shall be made in the form of cross cheque on completion of all services on each month under framework contract against each work order.
10. Firm engaged in corrupt or fraudulent practices (including collusion/pooling) will be declared ineligible, either indefinitely or for a stated period of time, to be awarded a contract financed by the World Bank.
11. The Program Director PMIU, PAHP reserves the right to accept or reject all of the submitted quotations as per World Bank Procurement Regulations.
12. The successful firm shall furnish 5% performance security in the form of unconditional bank guarantee in favour of Program Director, PMIU, PAHP, Lahore.

**The Firms must comply the above stated terms & conditions otherwise their quotation shall not be considered**

For any further information please contact:

**Program Director**  
**Program Management & Implementation Unit (PMIU)**  
**Office # 608, 6<sup>th</sup> Floor - Shaheen Complex, Egerton Road, Lahore**  
**Ph: 042-99205318 Ext: 268 Fax: 042-99205323 <https://pahp.gov.pk/procurements.html> Email**  
**Address: [rni.pahp@punjab.gov.pk](mailto:rni.pahp@punjab.gov.pk)**

## **SCOPE OF SERVICES**

The Janitorial services shall be hired for a period of two (02) years to perform following services. The janitorial services shall be provided in the built-in area of Program Management & Implementation Unit (PMIU), Punjab Affordable Housing Program (PAHP) located at 6<sup>th</sup> Floor, Shaheen Complex, Edgerton Road, Lahore. The PMIU, PAHP may utilize the services of janitorial staff at its any event / function outside the above said premises and shall include the following:

- i. Complete cleaning, swabbing of floors of the premises on daily basis;
- ii. Washing, mopping of floors of the premises;
- iii. Daily cleaning/mopping of washrooms, commodes, urinals, washbasins and clean all waste paper baskets of the office;
- iv. Weekly cleaning of ceiling, doors, windows, glass, fans of the premises;
- v. Daily cleaning of furniture and fixtures, fitting and equipment of the premises;
- vi. Dusting of cabins, computers, telephones, filing cabinets, photocopy machines and other equipment;
- vii. Cleaning of all glass window panes, windows externally, wall claddings, lights, pictures, and doors etc.;
- viii. Scrubbing/Polishing of floors with machine (once in a moth);
- ix. Thorough cleaning/vacuuming of the office premises;
- x. Daily collection, storage and disposal of garbage, rubbish etc.;
- xi. The janitorial firm shall submit the invoice before 30<sup>th</sup> of each month during which services were rendered as per rates agreed in the framework contract.
- xii. The firm (successful contractor shall ensure payment of minimum wages to its workers, as prescribed by Government time to time). The firm will provide copy of payroll sheet alongwith monthly invoice.
- xiii. The firm shall provide initially 03 janitors consisting of 02 females and one male staff for the janitorial services. The services shall start at 07:00 AM and will end at 06:00 PM on each working day or day/time decided by the procuring agency. Lunch break will be for one hour i.e. from 01:00 PM to 02:00 PM.
- xiv. The office must be fully cleaned at 8:30 A.M before the arrival of all officers/staff.
- xv. Deduction from cost of contract @ Rs.1000/- per day per worker shall be made in case of absence from duty.
- xvi. In case of negligence or provision of poor-quality services, the client has the right to cancel the contract and stop/withhold payments without serving any notice to the firm.
- xvii. The firm shall be responsible to pay damages for any loss of government property caused due to negligence, theft, or willful action of its janitors.

- xviii. All the above terms and conditions at this agreement are agreed by us and specifications are clearly understood.
- xix. PAHP office building consisted of approximately 7000 square ft.
- xx. The janitorial company will provide Janitors with 20 to 35 years' age as per laws. Deployment staff must be literate, experienced, and medically fit.
- xxi. The janitorial company/firm will offer the rates inclusive of prevailing and approved minimum rates of wages per month 30 days, 12 hours' duty of each janitorial staff in accordance with the labor laws and all applicable taxes, e.g. income tax, provincial sales tax on services as mentioned in Price Activity Schedule.
- xxii. The Procuring Agency reserves the right to increase or decrease the number of janitorial staff and supervisor at any stage during the contract period. The contractor / janitorial service provider should be bound to provide the services accordingly.
- xxiii. In case of any absentee / illness or weekly rest / leave of any janitorial staff, replacement will be provided by the contractor / janitorial service provider. The Procuring Agency reserves the right to make deductions on pro-rata basis, of which it will be the sole judge, if the attendance of janitorial employees is irregular / absent.
- xxiv. The janitorial Service Provider will provide the copies of CNIC of the janitor staff before / after their joining their duties.
- xxv. The janitorial company / firm will provide neat and tidy 2 sets of uniform (winter & summer) to each janitorial staff. If any staff found in improper dress should be replaced by the janitorial company immediately with new uniform and their relevant items.
- xxvi. Deduction of Rs. 5000/- per month shall also be made in case of not providing uniform as per PMIU, PAHP Office.
- xxvii. The Janitorial services company will be responsible and answerable for the personal conduct of all its employees, if found involved in any illegal, immoral, or criminal activity.
- xxviii. No lunch or dinner will be provided by PMIU, PAHP. The Janitorial Firm/Agency will provide, medically fit & duly verified Janitors to PAHP.
- xxix. In case, any of the Janitors provided by the Janitorial Firm/Agency is found guilty of misconduct, he will be returned to the Janitorial Agency forthwith for taking necessary action. However, the Janitorial Agency in the meantime shall immediately arrange replacement within 24 hours.
- xxx. The janitorial agency will be responsible for the discipline of the janitorial personnel employed by them as per conduct rules and regulations.
- xxxi. The off-duty janitors will not stay in the premises of PAHP.
- xxxii. The janitorial staff will not participate in any labor or union activities and will continue performing their assigned protective duties only.

- xxxiii. The janitorial company / firm will must provide the copies of CNIC of the Janitorial staff before / after joining their duties.
- xxxiv. The janitorial company / firm shall disburse the salary of the janitorial staff till 5<sup>th</sup> of every month.
- xxxv. The janitorial company / firm shall provide the prof of disbursement of salary to the procuring agency and fulfill the requirement of minimum wage rates as per notification of the Government of the Punjab.
- xxxvi. The quantities of the personnel are based on tentative schedule and can be increased or decreased on need basis under framework contract. However, the sealing price shall not increase from budgeted amount of PKR.5.00 Million.
- xxxvii. The janitorial and cleanliness related material will be provided by the PAHP at its own cost. The firm will be not bear the cost of cleanliness material.

### FORM OF QUOTATION

(Date) \_\_\_\_\_

To:

**Program Director**  
**Program Management & Implementation Unit (PMIU)**  
**Office # 608, 6<sup>th</sup> Floor - Shaheen Complex, Egerton Road, Lahore**  
**Ph: 042-99205318 Ext: 268 Fax: 042-99205323 <https://pahp.gop.pk/procurements.html>**  
**Email Address: [rni.pahp@punjab.gov.pk](mailto:rni.pahp@punjab.gov.pk)**

We offer to execute the services for the contract of **Procurement of Janitorial Services - framework 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 services described in the Contract within the following delivery time from the date of signing of the contract.

Sr. No.	Description	Cost per Month	Estimated No. of Personnel	Total Cost Per Person / Per Month (inclusive taxes)	Total Cost Per Month (inclusive taxes)	Total Estimated Cost for two Years (inclusive taxes)
1	Janitorial Personnel (one female and two male staff members)	Per Unit	03			
	<b>G. Total inclusive taxes</b>					
<b>G.Total Inclusive taxes</b>						

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 RFQ documents.

Authorized Signature: \_\_\_\_\_  
 Name and Title of Signatory: \_\_\_\_\_  
 Name of Supplier: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Fax Number, if any: \_\_\_\_\_

## CONTRACT FORMS

### Framework Contract Agreement

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

BETWEEN

- (1) **Program Management & Implementation Unit, Punjab Affordable Housing Program**, Government of the Punjab, and having its principal place of business at Office No. 608, 6th Floor, Shaheen Complex, Edgerton Road, Lahore, (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 services **Procurement of Janitorial Services - framework contract** and ancillary services, [ *insert brief description of Services* ] and has accepted a quotation by the firm for the supply of those Services

The Purchaser and the firm 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 (scope of services)
  - (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 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 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 **Program Director, Punjab Affordable Housing Program (PAHP)**

in the presence of -----

**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]*

## Conditions of Contract

<b>1. Definitions</b>	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"><li>(a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</li><li>(b) “CC” means the Conditions of Contract.</li><li>(c) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.</li><li>(d) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.</li><li>(e) “Contract Price” means the price payable to the Supplier as specified in CC 8.1, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.</li><li>(f) “Day” means calendar day.</li><li>(g) “Completion” means the fulfillment of the Related Services, as applicable, by the Supplier in accordance with the terms and conditions set forth in the Contract.</li><li>(h) “CC” means the Conditions of Contract.</li><li>(i) “Services” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.</li><li>(j) “Party” means the Purchaser or the Contractor, as the context requires, and “Parties” means both of them.</li><li>(k) “Purchaser” means the entity purchasing the Services as applicable, as specified in CC 2.</li><li>(l) “Purchaser’s Country” is the country specified in the CC 2.</li><li>(m) “Related Services” means the services incidental to the supply of the services, such as insurance, training and initial maintenance and other such obligations of the Supplier under the Contract, as applicable.</li><li>(n) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the services to be supplied</li></ul>
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	<p>or execution of any part of the Related Services is subcontracted by the Supplier.</p> <p>(o) “Supplier” means the person, private or government entity, or a combination of the above, whose Quotation to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.</p> <p>(p) “The Project Site,” where applicable, means the place named in the CC.</p>
<b>2. Purchaser, Purchaser’s Country, Project Site/Final Destination</b>	<p>2.1 The Purchaser is: <b>Punjab Affordable Housing Program</b></p> <p>2.2 The Purchaser’s Country is: Pakistan</p> <p>2.3 The Project Site Final Destination is: Office No. 608, 6th Floor, Shaheen Complex, Edgerton Road, Lahore</p>
<b>3. Incoterms</b>	<p>3.1 The edition of Incoterms that shall apply is: N/A</p>
<b>4. Notices and Addresses for notices</b>	<p>4.1 Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt.</p> <p><b><u>Address for notices to the Purchaser:</u></b></p> <p><b>Program Director</b>  <b>Punjab Affordable Housing Program (PAHP)</b>          Office No. 608, 6th Floor, Shaheen Complex, Edgerton Road, Lahore  <b>Ph: 042-99205318 Ext: 268 Fax: 042-99205323</b>  <b>Email Address: <a href="https://pahp.gop.pk/procurements.html">https://pahp.gop.pk/procurements.html</a></b>  <b>Website: <a href="mailto:rni.pahp@punjab.gov.pk">rni.pahp@punjab.gov.pk</a></b></p> <p><b><u>Address for notices to the Supplier:</u></b></p> <p><i>[insert the name of officer authorized to receive notices]</i></p> <p><i>[title/position]</i></p> <p><i>[department/work unit]</i></p> <p><i>[address]</i></p> <p><b><i>[Electronic mail address]</i></b></p>
<b>5. Governing Law</b>	<p>5.1 The Contract shall be governed by and interpreted in accordance with the laws of “the Purchaser’s Country”,</p>
<b>6. Settlement of Disputes</b>	<p>6.1 In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser’s Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser’s Country.</p>
<b>7. Shipping and other documents to be provided</b>	<p>7.1 The Delivery of the Janitorial Services and Completion of the Related Services as applicable shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements.</p>
<b>8. Contract Price</b>	<p>8.1 The Contract Price is specified in Price Schedule.</p>

	8.2	The unit prices charged by the Supplier for the Services performed under the Contract shall not vary from the prices quoted by the Supplier and accepted by the Purchaser.
<b>9. Terms of payment</b>	9.1	Payment will be made as per framework Contract agreement within maximum of <b>30 days</b> / as per agreed terms and conditions from the date of receipt and verification of invoice.
	9.2	To receive payments, the supplier should be duly registered with tax authorities
<b>10. Taxes and Duties</b>	10.1	If, after the quotation submission/signing of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases in the services supplied by the supplier, then the contract price payable to the Supplier under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause 9.
	10.2	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
<b>11. Scope of services</b>	11.1	The services if applicable supplied under this Contract shall conform to the scope of services and standards mentioned in the TORs and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application.
<b>12. Delivery Date and Completion Date</b>	12.1	The Delivery Date of the services shall be: as per the Delivery Period mentioned in RFQ document.
<b>13. Fraud and Corruption</b>	13.1	The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment A to the Conditions of Contract.
	13.2	The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the request for quotations or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
<b>14. Inspections and Audit by the Bank</b>	14.1	Pursuant to paragraph 2.2 e. of the attachment to the Conditions of Contract, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the request for quotations process and/or execution of Contract. The Supplier's and its subcontractors attention is drawn to CC 22.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
<b>15. Limitation of Liability</b>	15.1	Except in cases of criminal negligence or willful misconduct, (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use,

	<p>loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</p> <p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.</p>
<p><b>16. Force Majeure</b></p>	<p>16.1 The Supplier shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>16.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes.</p> <p>16.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>16.4 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party.</p>
<p><b>17. Termination</b></p>	<p>17.1 Termination for Default</p> <p>The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <ul style="list-style-type: none"> <li>(i) if the Supplier fails to deliver any or all of the services within the period specified in the Contract, or within any extension thereof granted by the Purchaser;</li> <li>(ii) if the Supplier fails to perform any other obligation under the Contract; or</li> <li>(iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, in competing for or in executing the Contract.</li> </ul> <p>In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services if applicable similar to those undelivered or not</p>

performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Services if applicable. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### 17.2 Termination for Convenience

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The services that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining services, the Purchaser may elect:
  - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Services if applicable and for materials and parts previously procured by the Supplier.

## 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); suppliers (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 mis-procurement, 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;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) Suppliers (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>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 Supplier in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the Supplier to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<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.