

REQUEST FOR QUOTATION

**BALUCHISTAN INTEGRATED WATER RESOURCES MANAGEMENT
AND DEVELOPMENT PROJECT (BIWRMDP)**

**SUPPLY & INSTALLATION
OF
50 KVA DIESEL GENERATOR**

(MAY - 2024)

BIWRMDP office18-B, Jinnah Town, Quetta.

**BALUCHISTAN INTEGRATED WATER RESOURCES
MANAGEMENT AND DEVELOPMENT PROJECT (BIWRMDP)**

Section 1

REQUEST FOR QUOTATION (RFQ)

No. PK-PMU-BIWRMDP-424742-GO-RFQ

Date: 24th May, 2024

To:

Name: _____

Address: _____

Subject: Request for Quotations for Supply & Installation of 50 KVA Diesel Generator along with incidental services.

1. The Government of Balochistan has obtained a loan No. 5885-PAK from the World Bank for Water Resource Management & Development in the province and intends to apply part of the proceeds of this credit to eligible payments under the contract for which this Request for Quotations is issued. This procurement process will be conducted in accordance with the **Shopping** method of procurement contained in the World Bank Guidelines: Procurement of Goods, Works and Non-Consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers, dated: January 2011, revised November 2020 fourth Edition and the procedures described herein.
2. The Implementing Agency Balochistan Integrated Water Resources Management and Development Project invites your quotation for **Supply & Installation of 50 KVA Diesel Generator** described in Section III, Specifications & Schedule of Requirements. For the purposes of any resulting Contract the Implementing Agency or their named representative shall be the Purchaser.
3. You are invited to submit your price quotation(s) as per specifications mentioned in Section III. Evaluation and award will be on the basis of technical specifications and unit cost basis and contract will be awarded to the firm offering the lowest evaluated total cost.
4. Your quotation(s) must be marked "**Supply & Installation of 50 KVA Diesel Generator**" and submitted to: Project Director, Balochistan Integrated Water Resources Management and Development Project, **18-B, Jinnah Town, Samunli Road Quetta**.

5. If applicable, your quotation should be accompanied by adequate technical documentation, catalogue(s) and other printed material or pertinent information for each item quoted.
6. Your quotation must reach at the address indicated in Para-4 above **12:00 Hours of 03rd June 2024**. Evaluation of quotations shall follow after the cut-off date for submission.
7. Your quotation(s) should be submitted as per the instructions contained in the Quotation Documents.

Performance Security

A Performance Security is required from the Successful Supplier as specified in the Conditions of Contract.

Manufacturer's Authorization

A Supplier that does not manufacture or produce the Goods it offers to supply shall submit a Manufacturer's Authorization 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.

Prices: The prices should be quoted in Pak Rupees and should be inclusive of all supply charges and admissible taxes.

Evaluation and Award of Purchase Order/Contract: Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their prices, in addition to the eligibility requirements outlined in the Section-II of Quotation Documents. The Contract/Purchase Order will be awarded to the firm offering the lowest evaluated price and that meets the eligibility criteria.

Section II Instructions for Preparing Quotations

1. **Scope of Procurement:**

BIWRMDP invites price quotations for procurement of **Supply & Installation of 50 KVA Diesel Generator** as described in the Technical Specifications given in Section III. The successful supplier will be expected to complete the delivery within due course of time.

2. **Eligibility to Quote:** You are required to meet the following criteria to be eligible to quote:

- a) The Supplier is either a manufacturer or an authorized dealer of Manufacturer.
- b) Should have at least three years' experience in supplying Generators, having supplied at least 3 similar units in last 3 years.
- c) Should be registered with Income Tax and Sales Tax authorities to receive payments in case of award (not eligibility condition)

Following documents shall be required to be submitted to establish eligibility:

- a) Company's profile containing list of clients supplied with similar Generators and evidence to substantiate the supplies.

Dealership/authorization certificate to be attached in case the quotation is submitted by the supplier. A supplier may only submit one Quotation, either individually, or as a partner in a joint venture. All Quotations submitted in violation of this rule shall be rejected. Partners in a joint venture shall be jointly and severally liable for the execution of the Contract.

4. **Contents of Quotation Documents:** The set of proposal documents comprises of documents listed below:

Section I	Invitation to Quote
Section II	Instruction for Preparing Quotations
Section III	Specifications
Section IV	Form of Quotation
Section V	Form of Contract Agreement
Section VI	Conditions of Contract
Section VII	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) Eligibility and Experience Information (Profile)
- (iii) Compliance to the technical requirement

6. **Price Quotation:** The Contract shall be for the whole supplies and shall be based on the unit and total price for fixed unit rate contract. Prices shall be quoted entirely in Pak Rupees. The

Supplier shall fill in the rates and prices for all items of the Supplies described in the specifications. All duties, taxes and other levies payable by the Supplier under the Contract, shall be included in the rates, prices, and total price Quotation submitted by the Supplier. The rates and prices quoted by the Supplier shall be fixed for the duration of the Contract and shall not be subject to any adjustment on any account.

7. **Item-by-Item Commentary on the Technical Requirements:** The Offeror must provide an item-by-item commentary on the Implementing Entity's Technical Requirements, demonstrating the substantial responsiveness of the overall design offered to those Requirements
8. **Validity of Quotations.** The price quotation shall remain valid for the period of thirty (30) calendar days counted from the date of submission of Quotation. 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 shall be made in writing or by fax or electronic mail. A Supplier may refuse the request for extension of Quotation validity in which case it may withdraw its Quotation without any penalty. A Supplier agreeing to the request for extension of Quotation will not be required or permitted to otherwise modify its Quotation.
9. **Language of the Quotation:** All documents relating to the Quotation and contract shall be in the English language.
10. **Preparation of Quotations:** The Supplier shall prepare one original of the documents comprising the Price Quotation as described in Clause 6 above, with the Form of Quotation, and clearly marked "**Original**". In addition, the Supplier shall also submit one copy which shall be clearly marked as "**COPY**". In the event of discrepancy between them the original shall prevail. The original and the copy of the Price Quotation shall be signed by a person or persons duly authorized to sign on behalf of the Supplier. All the pages of the Quotation (Price Quotation) where entries or amendments or corrections have been made shall be initialed by the person or persons signing the Price Quotation.
11. **Place and Deadline for Submission of Price Quotations:** The Price Quotations shall be delivered to the Purchaser at the address given in Paragraph 4 of the Invitation to Quote. Whereas the supplies are to be supplied to the mentioned office.
12. **Process to be Confidential:** Information relating to examination, clarification, evaluation and comparison of quotations and recommendation for the PO/contract award shall not be disclosed until the award to successful Supplier has been announced.
13. **Evaluation and Comparison of Quotations:** The Purchaser will award the Contract to the Supplier whose Quotation has been determined to be substantially responsive to the RFQ documents and who has offered the lowest evaluated price quotation. In evaluating the quotations, the Purchaser will determine for each quotation the evaluated price quotation by adjusting the price quotation by 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.

15. **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 Contract, without thereby incurring any liability to affected Supplier(s).
16. **Purchaser's Right to Increase or Decrease Quantities:** The Purchaser, reserves the right to increase or decrease quantities of supplies.
17. **Notification of Award and Signing of Contract:** Results of evaluation would be known in a reasonable time; Suppliers are instructed not to approach the Purchaser after opening of quotations until the finalization of award. The Supplier whose Quotation has been accepted will be notified of the award by the Purchaser prior to expiration of validity period of Quotation, by registered letter. This letter will state the sum that the Purchaser will pay the Supplier in consideration of the supply, installation, and commissioning of the Supplies by the Supplier as prescribed by the Contract. The written notification of award will constitute the formation of Contract.
18. **Interpretation:** The purchaser is not responsible for any wrong interpretation of any clause of this document.

Section III Specifications

1. Technical Requirements

This part of the RFQ contains the detailed requirements

2. Payment Criteria

Payment shall be made in the Pakistani currency (Rupees) upon successful delivery and installation of Generators and work (if any) carried out. The invoice will be subject to Govt. taxes as applicable and set by the Govt. of Pakistan. Submission of sales tax invoice is mandatory provided the cost of items includes the same.

3. Project Completion Timeline

The supplier is required to complete the supply and fixing within 3 weeks from the issuance of Procurement Order or signing of contract.

4. Warranty

The Supplier should warrant that the products supplied under Contract are brand new, unused, and un-altered and they fully conform to the specifications given in this section. The supplier should further warrant that all equipment supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied equipment at the place of delivery.

This warranty shall remain valid for two year or 2000 hours whichever comes first. The supplier will provide full support during the warranty period.

SCHEDULE OF REQUIREMENTS & SPECIFICATIONS

The delivery schedule expressed as days stipulates hereafter a delivery date, which is the date of delivery required.

S. No	Description	Required Delivery Schedule from the Date of Notification of Award	Delivery Site
01	Supply and Installation of 50 KVA Diesel Generator	03 weeks after issuance of Purchase Order/Contract	Water Resource Building, Jaffar Khan Jamalli Road near Chaman Pattak Quetta

SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

S.No	Item Description	Unit	Quantity
1	Diesel Gen Set (Coupled to LEROY SOMER/Mecalte, stamphord or equivalent Brushless alternator with weather proof and acoustic enclosure. Technical Specs: Prim-45KVA, Standby Power (KVA)-50, 40 KW @ 0.8 P.f Noise Level (Db:65), Fuel Tank Capacity 180 Liters, Run Time (Hours: 25 @ 75 % Load), 3 Phases Four Wire, Fuel Type Diesel, Starting Method : Digital Auto. Frequency: 50 Hz, Engine: Type-Diesel Warranty: 2 Year Weather Proof with Canopy.	Nos	1
Incidental Services			
2	4C-16 CU.PVC/PVC Power Cable Laying & Termination (from LT Panel to ATS)	m	43
3	1C-16 CU.PVC ECC Cable Laying & Termination (from LT Panel to ATS)	m	43
4	4C-16 CU.PVC/PVC Power Cable Laying & Termination (from Gen Set to ATS)	m	49
5	1C-16 CU.PVC ECC Cable Laying & Termination (from Gen Set to ATS)	m	49
6	ATS Panel with Fixing & installation accessories as per Gen Set Load.	Nos	1
7	RCC Pad for Diesel Gen Set	Nos	1
8	Distribution Board with installation and fixing accessories as per site requirement.	Nos	1
9	On-Line Sealed Lead Acid Rechargeable Battery (SRB) Pack, 6KVA UPS Technical Specs: Output Voltage:240 V	Nos	1

	Batteries & Run time Sealed Lead Acid Batteries Mounting Type: Floor Mounted Expected Life: 3 To 5 Years		
<u>10</u>	<u>1250 Line Interactive UPS, Simulated Sine-Wave with batteries.</u>	<u>Nos</u>	<u>04</u>
11	UPVC Conduit For Power Cables (50 mm)	m	25
12	5 PIN Industrial socket fixing accessories.(63A)	Nos	1
13	Clamp and Fixing Material for Bare Copper Conductor (Brass)	Nos	4
14	Bare Copper Conductor 50 (mm)	m	14
15	Pure 99% Copper Plate (2'x2'x1/4")	Nos	2
16	Erthing Copper Bar Pure 99% Bare Copper Busbar with insulators and brackets 12" x2" x 1/4" . 10 Holes (300mm x 50mm x 5mm. Hole size:11.1 mm,	Nos	2
17	PVC Pit with lockable lid.	Nos	2
18	Ground Enhancing Material (GCEM) (25 Kg) GEM25A, Completely maintenance free and environmentally safe.	Bags	4

Delivery Time: _____ days

Validity: _____ days

**Section IV
Form of Quotation**

Date: ____/____/2024

To: The Project Director,
Balochistan Integrated Water Resources Management and Development Project,
House No. 18-B, Jinnah Town, Samungli Road Quetta.

We offer to execute the supply of the Office Generator along with all the items requested as per Specifications 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 under RFQ.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Supplier: _____

Address: _____

Phone Number: _____

Fax Number, if any: _____

PRICE SCHEDULE (RFQ)

S.No	Item Description	Unit	Quantity	Unit Price (Rs.)	Amount (Rs.)
1	<p>Diesel Gen Set (Coupled to LEROY SOMER/Mecalte, stamphord or equivalent Brushless alternator with weather proof and acoustic enclosure.</p> <p>Technical Specs: Prim-45KVA, Standby Power (KVA)-50, 40 KW @ 0.8 P.f Noise Level (Db:65), Fuel Tank Capacity 180 Liters, Run Time (Hours: 25 @ 75 % Load), 3 Phases Four Wire, Fuel Type Diesel, Starting Method : Digital Auto. Frequency: 50 Hz, Engine: Type-Diesel Warranty: 2 Year Weather Proof with Canopy.</p>	Nos	1		
Incidental Services					
2	4C-16 CU.PVC/PVC Power Cable Laying & Termination (from LT Panel to ATS)	m	43		
3	1C-16 CU.PVC ECC Cable Laying & Termination (from LT Panel to ATS)	m	43		
4	4C-16 CU.PVC/PVC Power Cable Laying & Termination (from Gen Set to ATS)	m	49		
5	1C-16 CU.PVC ECC Cable Laying & Termination (from Gen Set to ATS)	m	49		
6	ATS Panel with Fixing & installation accessories as per Gen Set Load.	Nos	1		
7	RCC Pad for Diesel Gen Set	Nos	1		
8	Distribution Board with installation and fixing accessories as per site requirement.	Nos	1		
9	<p>On-Line Sealed Lead Acid Rechargeable Battery (SRB) Pack, 6KVA UPS</p> <p>Technical Specs: Output Voltage:240 V Batteries & Run time Sealed Lead Acid Batteries Mounting Type: Floor Mounted</p>	Nos	1		

	Expected Life: 3 To 5 Years				
11	UPVC Conduit For Power Cables (50 mm)	m	25		
12	5 PIN Industrial socket fixing accessories.(63A)	Nos	1		
13	Clamp and Fixing Material for Bare Copper Conductor (Brass)	Nos	4		
14	Bare Copper Conductor 50 (mm)	m	14		
15	Pure 99% Copper Plate (2'x2'x1/4")	Nos	2		
16	Erthing Copper Bar Pure 99% Bare Copper Busbar with insulators and brackets 12" x2" x 1/4" . 10 Holes (300mm x 50mm x 5mm. Hole size:11.1 mm,	Nos	2		
17	PVC Pit with lockable lid.	Nos	2		
18	Ground Enhancing Material (GCEM) (25 Kg) GEM25A, Completely maintenance free and environmentally safe.	Bags	4		
Total amount inclusive of all taxes (Rs.)					

Section V – Form of Contract Agreement

AGREEMENT

This Agreement, made the _____ day of May, 2024, by and between

The **Project Director**, Balochistan Integrated Water Resources Management and Development Project, House No 18-B, Jinnah Town, Samungli Road Quetta.

Herein after called “**The Employer**” and

(Name and address of Service Provider hereinafter called “**The Supplier**”) of the other part.

Whereas the Employer is desirous that the Supplier executes the Website Design, Development and Maintenance Services as per Terms of Reference annexed to this agreement (Terms of Reference given in Section III are to be annexed) and the Employer has accepted the Quotation/Quotation submitted by the Supplier for such Supplies/ services within given time frame.

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 Employer to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Employer to execute and complete the Supplies and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Supplier in consideration of the services 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 thereto have caused this Agreement to be executed the days and year first before written

Was hereunto affixed in the presence of:

Signed, and Delivered by the
said

in the presence of:

Signature of the **Employer**: _____

Signature of the **Supplier**: _____

Section-VI

Conditions of Contract (COC)

1. **Definitions:** Boldface type is used to identify the defined terms
 - (a) **The Contract** is the Contract between the Employer and the Supplier to carry out the services as specified in the Terms of Reference or in other sections of the Contract. The name and identification number of the Contract is given in the Invitation to Quote.
 - (b) **The Supplier** is a person or corporate body who's Quotation to carry out the Services has been accepted by the Employer.
 - (c) **The Supplier's Price Quotation** is the completed document (Invitation to Quote together with attachments) submitted by the Supplier to the Employer.
 - (d) **The Contract Price** is the price stated in the **Letter of Acceptance** 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 Employer by issuing an extension time or an acceleration order in writing.
 - (h) **Specification** means the Specification of the Supplies included in the RFQ/PO/Contract and any modification or addition made or approved by the Employer.
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 execution of the Supplies on the Start Date and shall carry out the Supplies in accordance with the work schedule agreed between Supplier and Purchase, as updated with the approval of the Project Supervisor, and complete them by the Required Completion Date.

6. **Payments.** The Employer shall pay the Supplier the amounts as per following schedule: Within 15 days from the submission of the bill along with all the test reports for the equipment/goods/services duly inspected and accepted. The payment of incidental services shall be paid on actual basis.
7. **Taxes.** The Supplier is responsible for all taxes in accordance with the laws of Islamic Republic of Pakistan. In case of tax exemption, valid tax exemption certificate shall be furnished with documents.
8. **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, earthquakes, floods, fires, etc.
9. **Performance Security:**
 - 9.1 Within fifteen (15) days of the receipt of notification of award from the Procuring Agency, the successful Supplier shall furnish the Performance Guarantee in accordance with the Conditions of Contract.
 - 9.2 The amount of performance security, as a percentage of the Contract Price, shall be 10% (Ten percent) in the shape of, irrevocable and unconditional bank guarantee from scheduled bank of Pakistan on the prescribed format attached with the document in the name of "Project Director, Project Management Unit, BIWRMDP".
 - 9.3 The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.
 - 9.4 The performance guarantee will be discharged by the Procuring Agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
10. **Resolution of Disputes:** The Employer 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.

Signature of the **Employer**: _____

Signature of the **Supplier**: _____

Section VII - Fraud and Corruption

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.