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**GOVERNMENT OF RAJASTHAN
OFFICE OF THE SUPERINTENDING ENGINEER,
GROUND WATER DEPARTMENT, JAIPUR**

S.N. F1 (26)/NHP/SEHQ/GWD/JPR/43

Date: 06.05.2022

**Procurement of Non-Consulting Services "Hiring of Vehicle for GWD-NHP
Office, Jaipur"**

Procurement Notice

The Interested Bidders are invited to submit Quotations for Non-Consulting Service as mentioned below:

1. **Purchaser:** Superintending Engineer (HQ), Ground Water Department, Jaipur
2. **Contract title:** Hiring of one vehicle (Taxi) for NHP office at Ground water Department Jaipur for implementation/execution of various activities related to GWD under NHP for entire Rajasthan State for the period of one year from the date of issue of work order.

RFQ No: NHP/SPMU/GWD/RAJ/RFQ/01/2022 Date: 06.05.2022


Applicable Procurement Guidelines/Regulations: Point no 42 of FD Circular No.F1 (8)/FD/GF&AR/2011 dated 04.09.2013, F2 (1) FD/SPFC/2017 dated 06.08.2021; F2 (4) FD/SPFC/2017 dated 31.03.2021; F2 (4) FD/SPFC/2017 dated 05.04.2022 and Rule 17 of RTTP Act 2013.

3. The Government of India has received financing from the World Bank towards the cost of the National Hydrology Project and intends to apply part of the proceeds towards eligible payments under the contract for which this request for quotations is issued. The Superintending Engineer (HQ), Ground Water Department, Jaipur invites quotations from eligible bidders for the following Non-Consulting Services.

Sl. No	Name of Non-Consulting Service	Estimated Cost (In Rs.)	Bid Security (In Rs.)	Cost of RFQ Document (In Rs.)	Span of Service
1.	Hiring of one vehicle (Taxi) for NHP office at Ground water Department Jaipur for implementation/execution of various activities related to GWD under NHP for entire Rajasthan State for the period of one year from the date of issue of work order.	4,66,000.00	Nil	Nil	One Year from the date of issue of work order

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4. This Procurement notice includes eligibility conditions applicable for submitting the quotation, criteria for qualification, evaluation, and for award of supply order and relevant forms to be filled by the bidders.
5. Quotations must be delivered to Superintending Engineer (HQ), Ground Water Department, Jaipur 72 B, Jhalana Institutional Area, Jhalana Doongri, Jaipur-302004 on or before 11.00 AM on 17.05.2022 and will be opened publicly on the same day at 01.00 PM, in the presence of the Bidders who wish to attend. If the office happens to be closed on the date of receipt/ open of the Bids as specified, the Bids will be received and opened on the next working day at the same venue and the appointed time. All the quotations which are received after due date and time will not be entertained.
6. Other details can be seen in the RFQ document.


(M. K. Gupta)
SE (HQ), GWD, Jaipur
72 B, Jhalana Institutional Area,
Jhalana Doongri, Jaipur-302004

Contact: 9413303430 Email: mkgsehggwd@gmail.com

  
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Request For Quotation

RFQ No: NHP/SPMU/GWD/RAJ/RFQ/01/2022

Date: 06.05.2022

1. Eligibility Criteria:

- a) The Bidder should be the owner of the vehicle offered against this RFQ or having valid undertaking from the registered owner authoring the bidder to submit quotation on its behalf.
- b) The vehicle should not be older than 6 years from the date of opening of the of this RFQ.
- c) The vehicle should be registered in public transport services i.e. should be with taxi number (registered as taxi).
- d) The vehicle should have valid insurance papers as per the MV Act in force.
- e) The vehicle should have valid PUC.
- f) The driver accompanying the vehicle should have a valid driving license.
- g) The Bidder shall not have conflict of interest as defined in the Bank's Procurement Regulations;
- h) The bidder should not have been either temporarily suspended or debarred by the World Bank Group in compliance with the Bank's Anti-Corruption Guidelines and its Sanctions Framework; or blacklisted or suspended by Central or any State Government Departments in India.

2. General Conditions of Contract (GCC)

- 2.1 The vehicle will be used as per the instructions of the purchaser or its representative. If the bidder fails to provide the vehicle on any day the penalty of Rs. 500/- will be deducted for each such day and the purchaser has the right to hire another vehicle of same category for that day and if the purchaser has to pay extra amount then the extra amount paid by the purchaser would be borne by the bidder.
- 2.2 The bidder shall furnish the details of the vehicles to be supplied with this RFQ along with all necessary license/Registration Certificate/Insurance/PUC etc.
- 2.3 The bidder will be responsible for all the maintenance; insurance and other liabilities in respect of the vehicle his own cost.
- 2.4 Toll Tax, Entry/Municipal Tax and Parking Charges will be paid by the bidder for which the original receipts with the signature of the user officer should be submitted for reimbursement. However, if such payments are to be done on regular basis, the Bidder shall try to obtain monthly pass.
- 2.5 The hired vehicle can be used anywhere in the state. In case of night halt at the place other than that of headquarters, a sum of rupees 300/- (three hundred) per night shall be paid for the driver or as revised by FD time to time.
- 2.6 The vehicles should be in very good running condition with clean interior and good upholstery. In case condition of the vehicle is not found to be satisfactory, it will be returned for immediate replacement.
- 2.7 The bidder will be required to provide driver with Mobile Phone (for incoming/outgoing calls) for which no extra payments shall be made. It is the responsibility of the bidder to furnish a character certificate of the driver by a gazetted officer and submit the same to the Department on demand
- 2.8 The driver should be well dressed, well behaved and should be well versed with the local roads.



- 2.9 No tools and plants will be provided by the Employer for the vehicle.
- 2.10 Frequent change of the vehicle will not be permissible. In case of break down, the bidder shall provide a substitute vehicle similar to the terms and conditions mentioned in this RFQ in place of the regular vehicle within Four hours.
- 2.11 A vehicle log book should be maintained by the bidder as per the Performa attached in this RFQ.
- 2.12 The bidder will have to get the time and Km. Reading checked by the Officer using the vehicle. It will be the responsibility of the driver of the vehicle to keep the log book up to date and in good condition. The Km. Run by the vehicle will be reckoned from the duty point to duty point. The Km other than above will not be considered for payment.
- 2.13 The bidder should provide vehicle from 09.00AM to 06.30PM, but the purchaser has the right to demand for vehicle at any time by giving four hour advance notice in written or via telephone.
- 2.14 Superintending Engineer (HQ), GWD Jaipur, will have the sole discretion to terminate the contract prematurely in case of unsatisfactory services. The contract can be terminated by giving 7 (seven) days notice, if the service is not found satisfactory.
- 2.15 If the Bidder deny continuing the services before completion of contract period the purchaser may debar the bidder for the period of 1 Year.
- 2.16 Desired vehicle would be four seater Sedan/Hatchback with Air Conditioning system.
- 2.17 The bidder would ensure the validity of registration certificate, insurance as required by the MV act, PUC and any other document needed for unhindered operation of vehicle for the contract duration at its own cost.
- 2.18 The contract period for hire of vehicle will be one year from the date of issue of work order.
- 2.19 The vehicle shall be hired as per FD circular No. F2(4)FD/SPFC/2017 Dated: 05.04.2022 and any amendments issued by FD in future.
- 2.20 The rates shall be quoted inclusive of fuel (diesel/petrol), lubricating oil, all other charges, incidentals, driver wages etc. The offer should be for entire period of contract. Once the rates are accepted, there would be no variation in rates on demand of the bidders for one year starting from the contract. However the rates would be revised if the finance department GOR revises the rates of contract vehicles i.e condition of price escalation is applicable as per FD rules/circular.
- 2.21 The bidder shall not allow transferring of contract to any other party. In the event of violation of this clause, the contract will be liable for termination without any notice and without any liability on part of Department.
- 2.22 The bidder has to quote his rates separately as given in schedule attached.
- 2.23 Certified Bills will have to be submitted in the name of "SE (HQ), GWD, Jaipur", along with original copy of the log book every month for the payment.
- 2.24 Payment will be made by the Deputy Director Hydrology, SPMU-NHP, Jaipur.
- 2.25 Income Tax/ statutory taxes such as GST/ work contract tax etc as per the rules will be deducted from the bills.
- 2.26 Jurisdiction: All questions, disputes, differences, arising either out of or in connection with this contract shall be subject to the exclusive jurisdiction at Jaipur.
- 2.27 As far as possible the vehicle should be parked at the office premises of NHP- GWD however risk arising out of it would lie with that bidder.
- 2.28 In case the vehicle breaks down on the road during the journey the bidder would be bound to provide replacement vehicle at its own cost.

3. **Clarifications & Amendments:** If the Purchaser receives any request for clarification of this RFQ Document, then the purchaser will intimate its response together with any amendment to this document, on the e-mail/ address for information to all Bidders.

4. **The Quotation shall comprise the following:**

- a) Letter of Quotation;
- b) Technical Specifications: Confirmation that the offered Services conform to the required specifications;
- c) Evidence in accordance with Clause 1 establishing bidder's qualifications to perform the contract;
- d) Complete address and contact details of the bidder having the following information:

Name of Firm/Bidder

Address for communication

Telephone No(s): Office

Mobile No.

Electronic Mail Identification (E-mail ID) (If available)

- e) Price Bid (using the schedule attached with the RFQ document) wherein the rates shall be entered.

5. **Quotation Prices**

- a. The bidder shall quote rates for the item as mentioned in the price bid otherwise it will be rejected. The specified format of price bid should be used. Corrections, if any shall be made by crossing out, initialed, dating and rewriting. Taxes applicable as per Government rule if any.
- b. Hiring charges in the bid price will include vehicles including charges of driver, fuel and oil, repair and maintenance of vehicle, insurance, road tax, RTO tax charges, Work contract tax, License Fee, registration charges, etc. and any other incidental expenses. However Toll Charges, Parking Charges, Municipal/ Entry tax and GST will be paid by the purchaser upon the receipt of bills raised by the bidder for such expenses as per defined schedule of payment in accordance with clause 4 of contract agreement.
- c. GST and any other taxes, which will be payable on the Non-Consulting Service at the time of invoicing, shall be shown separately in the bill. Wherever these taxes are not shown in the price bid, these will be assumed to have been included in the quoted price.
- d. The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on demand of the bidders for one year starting from the contract. However the rates would be revised if the finance department GOR revises the rates of contract vehicles.
- e. The Prices shall be quoted in Indian Rupees only.





6. **Validity of Quotation:** Quotation shall remain valid for a period not less than 40 days after the deadline date specified for submission.



7. **Quotation Submission:** The Letter of Quotation with all enclosures shall be filled, signed and submit in sealed envelope by speed post/courier or by hands along with the Price Bids that shall be furnished using the Forms available with this RFQ without any alterations on or before 11.00 AM on 17.05.2022. All blank spaces shall be filled in with the information requested. Copies of all other documents shall also be submitted.
8. **Opening of Quotations:** The Quotations shall be opened on 17.05.2022 at 1.00 PM in the office of undersigned. In the event of the specified date of bid opening being declared a holiday for the Purchaser, the bids will be opened at the appointed time and location on the next working day.
9. **Evaluation of quotations:-**
- a) The Purchaser shall examine the quotation to determine whether the quotation
 - (i) Has been properly signed.
 - (ii) Meets the eligibility criteria (Clause 1);
 - (iii) Confirms to all terms, conditions etc.
 - (iv) The bidder has accepted the Terms and Condition (Purchaser's Requirement).
 - b) The Purchaser shall examine and confirm that Price Bids are in accordance with the requirements specified in the RFQ document. **If any of these documents or information is missing, the offer shall be rejected.**
 - c) The evaluation shall be based on the total price of related services including GST and any other taxes, which will be payable on the finished services and other at the time of invoicing.
10. **Award of contract:** The Purchaser will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price.
- (a) Notwithstanding the above, the Purchaser reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
 - (b) The bidder whose quotation is accepted will be notified of the award of contract by the Purchaser prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated.
 - (c) Payment of GST and other taxes payable for the service at the time of invoicing, although already included in the total cost, will be at actual or the rate/amount of these taxes specified in the supply order, whichever is lower.
12. **Bid Security:** No bid securities (EMD) is required.
13. **Performance Security:** The successful bidder has to deposit performance security of Amount Rs.11,650.00 (2.5% of contract amount) and an agreement is to be executed on Non Judicial Stamp Paper of Rs. 500.00.
14. **Invoicing:** The invoice shall be made in the name of undersigned and the payment shall be made by "SE(HQ), GWD-NHP, Jaipur".
15. **Deduction:** Deduction will be made from Performa invoice as per prevailing rules of Rajasthan Government at the time of invoicing.

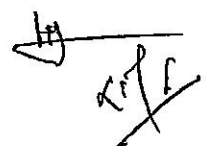
16. **Documents:** Bidder shall submit following information with quotation:-

1. Copy of Registration Certificate of the vehicles
2. Copy of drivers driving license for driving similar vehicle
3. Copy of valid Insurance Policy of the vehicle.
4. Copy of valid PUC.
5. Signed copy of this invitation to bid along with quotation.
6. Adhar card of the bidder.



Quotation Forms



Letter of Quotation

The Bidder must prepare the Letter of Quotation on stationery with its letterhead clearly showing the Bidder's complete name and address. The italicized text is for Bidder's guidance in preparing these forms and shall be deleted from the final products.

RFQ No.: **NHP/SPMU/GWD/RAJ/RFQ/01/2022**

Our Reference: No..... dated.....

To:

Superintending Engineer (HQ)

Ground Water Department, Jaipur

Subject: Hiring of one vehicle (Taxi) for NHP office at Ground water Department Jaipur for implementation/execution of various activities related to GWD under NHP for entire Rajasthan State for the period of one year from the date of issue of work order.

Sir,

We offer to execute the non-consulting services as described in your Request for Quotation. This quotation and your written acceptance of it shall 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

- (a) **No reservations:** We have examined and have no reservations to the RFQ Document;
- (b) **Conformity:** We offer to supply in conformity with the RFQ Document and in accordance with the Terms and condition specified in the Schedule of Requirements the following Goods and Related Services [Hiring of one vehicle (Taxi) for NHP office at Ground water Department Jaipur for implementation/execution of various activities related to GWD under NHP for entire Rajasthan State for the period of one year from the date of issue of work order.]
- (c) **Quotation Validity Period:** Our Quotation shall be valid for the period of 40 days, from the deadline fixed for the Quotation submission;
- (d) **Eligibility:** We meet the eligibility requirements and have no conflict of interest, we are not participating in more than one quotation in this bidding process, and we have not been temporarily suspended or debarred by the World Bank or blacklisted or suspended the Central or any State Government;
- (e) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of corrupt, fraudulent, collusive, coercive, or obstructive practices; and we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

- (h) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing World Bank's sanctions procedures) in competing for or in performing the Contract.

Yours faithfully,

Authorized Signature

Name & Title of Signatory _____

In the capacity of *[insert legal capacity of person signing the Letter of Quotation]*

Name of Bidder _____

Address _____

Dated on _____ day of _____, _____ *[insert date of signing]*



PRICE BID

Name Of Work - Hiring of one vehicle (Taxi) for NHP office at Ground water Department Jaipur for implementation/execution of various activities related to GWD under NHP for entire Rajasthan State for the period of one year from the date of issue of work order.

Item no.	Description/ Specification	Rate (in Rs)	GST (in Rs)	Other taxes (in Rs)	Total Price including GST and other taxes.(in Rs)
1	2	3	4	5	6
1.	Hiring charges for vehicle including charges of driver, fuel and oil, repair and maintenance of vehicle, insurance, Road tax, RTO charges, Work contract tax, License Fee, registration charges, etc. (for detail refer RFQ)				
	i) Lump sum amount for upto 1500 Kms of running per Month.				
	ii) Per km charges Beyond 1500 Km of running				


*Payment of GST and other taxes payable for the services at the time of invoicing, although already included in the total cost, will be at actual or the rate/amount of these taxes specified in the supply order, whichever is lower.

We agree to supply the above services with the technical specifications , terms & conditions mentioned in this RFQ for a total contract price of Rs. (Amount in figures) (Rs. amount in words) per month within the period specified in the RFQ.

We also confirm that the Standards/ terms and condition shall apply to the offered Services.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing World Bank's sanctions procedures) in competing for or in performing the Contract.

Signature of Bidder



CONTRACT FOR THE RENTAL OF A VEHICLE WITH DRIVER**Draft Agreement form for
Non-Consulting Services through Shopping****ARTICLES OF AGREEMENT**

This deed of agreement is made in the form of agreement on day month between Mahendra Kumar Gupta, Superintending Engineer (HQ), GWD, Jaipur (Employer) (hereinafter referred to as the first party) and _____ (Name of the Bidder), S/O Sh _____ resident of _____ (hereinafter referred to as the second party), to execute the work of – “Hiring of one vehicle (Taxi) for NHP office at Ground water Department Jaipur for implementation/execution of various activities related to GWD under NHP for entire Rajasthan State for the period of one year from the date of issue of work order” (hereinafter referred to as work) for the period of one year from the date of issuing work order on the following terms and conditions.

1. CONTRACT DOCUMENTS

This Contract is comprised of the following documents with order of precedence as indicated below in the event of any conflict between or among them:

- a. General Conditions of the contract
- b. Technical specifications
- c. This document (RFQ)
- d. Price Bid

2. CONTRACT DURATION

This Contract shall for commence on _____ and expire on _____ unless otherwise terminated in accordance with General Conditions attach. The contract will be valid for a period of 1 year from the date of issuing work order.

3. During the period of operation, vehicle should carry a marking plate that identify it as a “राजस्थान सरकार सेवार्थ” at the bidders cost. This marking plate is to be removed at the end of contract period and this marking plate would be submitted to the purchaser.
4. The Bidder shall be fully responsible for operation of the vehicle and ensure that the Driver operates the vehicle in accordance with applicable law. The Bidder shall be fully responsible for payment of salary and other benefits to its Driver as required by the governing labor laws. NHP-GWD shall not be liable for any action, omission, negligence or misconduct of such Driver, nor for any costs, expenses or claims associated with any illness, injury, death or






disability of such Driver performing services in connection with this Contract. NHP-GWD shall have no responsibility vis-a-vis the Driver.

5. In case the vehicle need to be repaired during office hours/ during the tour the Bidder shall provide replacement vehicle meeting the terms and conditions of this contract within four hours.
6. NHP-GWD reserves the right to inspect the vehicle before putting it into service under the terms of this Contract, or at any other time during the term of this Contract, but shall have no obligation to do so. In the event NHP-GWD opts to inspect the vehicle, such inspection shall be carried out in the presence of the Bidder or the Bidder's designate. If an inspection reveals that the vehicle is not in a road worthy condition, requires service or repair or does not otherwise comply with the terms of this Contract, the Bidder shall promptly have such work done, at its costs and expense, failing which NHP-GWD reserves the right to terminate the Contract for cause.
7. The Bidder is responsible for any items left in the vehicle by NHP-GWD passengers. Such items shall be returned to NHP-GWD promptly upon discovery.

8. PAYMENT

- 8.1 For the satisfactory completion of the services under this Contract, NHP-GWD shall pay based on the agreed rates of this contract (Price Bid) or revised rates as per revised order of this office based on amended FD, GoR rules/circular upon certification by SE (HQ), GWD, Jaipur.
- 8.2 Payments shall normally be made within (30) days of the submission of an invoice by the Bidder, together with vehicle log book signed off by NHP-GWD staff who used the vehicle and duly certified by SE(HQ), GWD, Jaipur.
- 8.3 The price of this Contract is not subject to any adjustment or revision because of price or currency fluctuations or the actual costs incurred by the Bidder in the performance of the Contract However the rates would be revised if the finance department GOR revises the rates of contract vehicles.

9. NOTICES

Any notices required to be given hereunder shall be delivered by hand delivery, recognized courier service or registered post and shall be deemed to have been received on the date of actual receipt.

10. TERMINATION

The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract. Fundamental breaches of Contract include, but shall not be limited to the following:



- a. The first party gives seven days Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Bidder fails to correct it within a reasonable period of time determined by the first party;
- b. If the Contract is terminated, the Bidder shall stop work immediately from the date of termination.
- c. If the Bidder deny continuing the services before completion of contract period the Purchaser may debar the bidder for the period of 1 Year.

11. PAYMENT UPON TERMINATION

If the Contract is terminated because of a fundamental breach of Contract by the Bidder, the first party shall issue a certificate for the value of the work done less advance payments if any received up to the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law.

12. DISPUTE SETTLEMENT

If over the works, any dispute arises between the two parties, relating to any aspects of this Agreement, the parties shall first attempt to settle the dispute through mutual and amicable consultation.

In the event of mutual agreement not being reached, the matter will be referred to Chief Engineer, Ground Water Department, Jodhpur whose decision shall be final and binding on both the parties.

13. FRAUD AND CORRUPTION:

It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), Bidders, and their agents (whether declared or not), sub-Bidders, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-Bidders, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.]. The Contract would be subject to Bank's Policy – Corrupt and Fraudulent Practices as per attached annexure 5.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have signed this agreement.

For and on behalf:

NHP-GWD

FOR THE BIDDER

Name: Mahendra Kumar Gupta

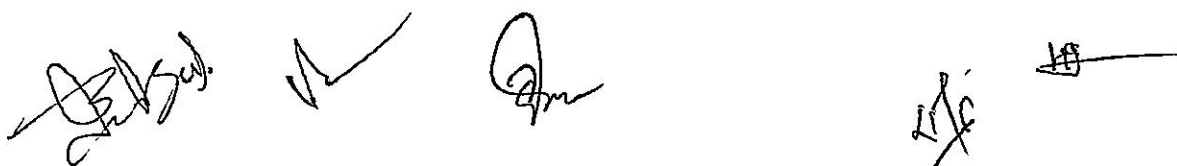
Name: _____

Designation: S.E. (HQ), GWD, Jaipur

Designation: Bidder

Date:

Date:



TECHNICAL SPECIFICATIONS

Scope- Hiring of one vehicle (Taxi) for NHP office at Ground water Department Jaipur for implementation/execution of various activities related to GWD under NHP for entire Rajasthan State for the period of one year from the date of issue of work order.

Conditions for the vehicle:

- a. The vehicle should be road-worthy , in good running condition, and not more than 6 years old;
- b. The vehicle should be equipped with necessary safety items, seat-belt restraints in the front and rear of the vehicle, spare tire, mechanical jack and basic hand tools;
- c. The vehicle should be insured as per MV act;
- d. The vehicle should have good tyres ;
- e. The vehicle should be clean, inside and out, and free from any unpleasant odor.

Requirements for the Driver:

- a. The driver should have valid driving license.
- b. The driver should be able to communicate and write in Hindi;
- c. The driver should not consume alcohol, smoke & chew tobacco, and ingest any other intoxicant while on duty;
- d. The driver should be properly trained in the operation and maintenance of the vehicle;
- e. The driver should be licensed for operating a motor vehicle which is on duty, including for passenger service if required;
- f. Familiar with local routes and destinations;
- g. Properly attired during hours of operation;
- h. Observes the rules of the road at all times; and observe at all times basic courtesy to passenger(s), fellow motorists and road authorities.



Bank's Policy – Corrupt and Fraudulent Practices

Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA

Credits & Grants by World Bank Borrowers, dated January 2011:

“Fraud and Corruption

It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-Bidders, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-Bidders, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper]. In pursuance of this policy, 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 party¹;

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 obligation²;

iii. “collusive practices” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party³;

iv. “coercive practices” 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 party⁴;

v. “obstructive practice” is

(aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede

For the purpose of this sub-paragraph, “another party” refers to a public official acting in relation to the selection process or contract execution. In this context “public official” includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

For the purpose of this sub-paragraph, “party” refers to a public official; the terms “benefit” and “obligation” relate to the selection process or contract execution; and the “act or omission” is intended to influence the selection process or contract execution.

For the purpose of this sub-paragraph, “parties” refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate



competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or contract execution.

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

(bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights;

(b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-Bidders, services 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) will declare mis procurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation 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 they knew of the practices;

(d) will sanction a firm or an individual at any time, in accordance with prevailing Bank's sanctions procedures⁵, including by publicly declaring such firm or an ineligible, either

indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated⁶ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank's sanctions proceedings as per its sanctions procedures,

including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant's proposal for the particular services; or (ii) appointed by the Borrower.

DAILY LOG SHEET FOR HIRED TAXI VEHICLE

Month

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