

Request for Quotation

Non-Consulting Services

(One-Envelope Bidding Process)



Hiring of Toyota Hilux for RNR Jobs Project Office

Project: Accelerate Bhutan's Job Transformation through Renewable Natural Resource Value Chains (P506825)

Purchaser: Project Management Unit for RNR Jobs Project

Contract Reference No. : PMU/MoAL/2026-27/10

Country: *Kingdom of Bhutan*

Issued on: July 06, 2026

INVITATION TO QUOTE

Project Title	Hiring of Toyota Hilux for RNR Jobs Project Office
Source of Funding	World Bank
Contract Reference	PMU/MoAL/2026-27/10
Date	July 06, 2026

This project is financed by the World Bank through a Grant.

The RNR Jobs Project invites quotation for the Hiring of Toyota Hilux (4WD) for RNR Jobs Project Office.

1. A complete set of Request for Quotation (RFQ) documents in English can be obtained from the RNR Jobs Project office at Planning and Policy Division (PPD), MoAL, Tashichodzong Premises, Thimphu or downloaded from MoAL website at www.moal.gov.bt

2. Quotations must be delivered to the addresses below:

**PROJECT DIRECTOR
RNR JOBS PROJECT
PPD, MoAL, Thimphu Bhutan**

3. Late quotations shall be rejected.

REQUEST FOR QUOTATION (RFQ)

Dear Service Provider,

1. You are invited to submit your price quotation(s) for the hiring the below vehicle.

Line Item No.	Goods Description	Rate per Kilometer (KM)	Halt charges (100 km)
1	Toyota Hilux (4WD-preferred)		

2. This RFQ invites you to quote for both per km rates and halt charges. Price quotations will be evaluated for both rates and **contract awarded to the service provider offering the lowest evaluated total price**, only if substantially responsive to the technical requirements.

3. Your price quotation with seal and sign along with Annexure 1 and 2 shall be submitted at the following address:

PROJECT DIRECTOR

RNR JOBS PROJECT

PPD, MoAL, Thimphu Bhutan

4. Electronic submission is not acceptable.

5. The deadline for receipt of your quotation(s) by the Purchaser at the address indicated in above is no later than **15th July, 2026 at 13:00 Hours**.

6. Your quotation in English language.

7. Your quotation(s) should be submitted as per the following instructions and in accordance with the **Terms and Conditions which shall form an integral part of the Contract**.

8. PRICES

The prices should be quoted in Ngultrum (BTN) for the total price inclusive of all taxes (also 5% GST).

9. EVALUATION OF QUOTATIONS

Offers determined to be substantially responsive to the technical specifications will be evaluated for financial/price comparison.

Bidder must provide rates for both in Lot.

10. AWARD OF CONTRACT

The award will be made to the bidder fulfilling technical requirement and offering the lowest evaluated price

The successful bidder will sign a Contract as per the attached form of contract and terms and conditions of supply.

11. VALIDITY OF THE OFFER

Your quotation(s) should be valid for a period of **Thirty (30) days** from the deadline for receipt of quotation(s).

12. Further information on **Quotation** can be obtained from:

Attention of	
Name	Mrs. Kelzang Wanmo
Telephone	+975 17795736
e-mail address	kelzangwangmo@moal.gov.bt

12. Please confirm the receipt of this RFQ and whether or not you will submit the price quotation(s).

Sincerely,



Project Manager
PMU, RNR Jobs Project
Ministry of Agriculture and Livestock

For RNR Jobs Project

TERMS AND CONDITIONS

1. Background

The Renewable Natural Resources (RNR) Jobs Project requires the hiring of a reliable vehicle to support project implementation, field monitoring, supervision, stakeholder consultations, and official travel within project areas. Therefore, quotations are invited from interested vehicle owners/firms for the provision of a Toyota Hilux vehicle with driver.

2. Objective

To hire a Toyota Hilux vehicle with a driver for official transportation requirements of the RNR Jobs Project.

3. Scope of Service

The selected service provider shall:

- Provide one Toyota HiLux vehicle in good running condition.
- Provide a qualified and licensed driver.
- Ensure the vehicle is available as and when required by the project.
- Cover all operational expenses, including fuel, driver allowance, maintenance, insurance, taxes, and permits.
- Ensure compliance with all road safety and traffic regulations.

4. Vehicle's minimum Requirements

The vehicle must meet the following minimum requirements:

- Toyota Hilux model year 2010 and above (Newer)
- Must be in good mechanical and running condition
- Valid registration, fitness certificate, and other relevant documents
- Clean and well-maintained interior and exterior.
- Valid insurance of the vehicle.
- Four-wheel drive (4WD) preferred for travel to rural and rugged areas

5. Driver's Requirements

The driver shall:

- Possess a valid Bhutanese driving license
- Have a minimum of three (3) years of driving experience
- Be familiar with roads and travel conditions across Bhutan
- Maintain professional conduct and adhere to road safety standards

6. Responsibility of Service Provider

The service provider shall:

- Make available of vehicle when requested by the Project
- Ensure proper maintenance
- Replace any vehicle if incase of breakdown or accident within 24 Hours
- Bear all cost of insurance, maintenance, registration and repairs
- Provide driver fulfilling above diver's requirement
- Comply with all applicable transport and traffic regulations

7. Responsibility of the Client

The Client shall:

- Provide travel schedules and vehicle requests in advance whenever possible
- Certify satisfactory completion of services
- Process payments within 25 days upon acceptance of the invoice/bill

8. Price Quotation Requirements

Interested bidders shall submit:

1. Per-kilometer (Km) rate for travel exceeding 100 Km per day.
2. Daily halt charge/lump-sum rate for travel below 100 Km per day.
3. Any additional charges, if applicable, should be clearly indicated.

9. Evaluation Criteria

The quotations will be evaluated based on following Criteria points:

Sl. #	Criteria
1	Compliance with vehicle requirements (technical) – Pass/Fail
2	Financial – Only upon fulfillment of technical requirement

10. Contract Period

The contract shall be valid for a period of twelve (12) months from the date of signing, subject to satisfactory performance and availability of funds.

11. Required Documents

Bidders shall submit:

- Copy of vehicle registration certificate
- Copy of valid insurance

- Copy of driver's license
- Copy of citizenship ID of the vehicle owner/authorized representative
- Price quotation duly signed

12. Payment Terms

Payment shall be made on completion of each trip upon submission of:

- Travel logbook/trip sheet.
- Invoice.
- Certification of satisfactory service by the Project Management Unit.

13. Performance Standards

The service provider shall ensure:

- Vehicle availability of at least 95% during the contract period.
- Timely response to vehicle requests.
- Safe and professional service delivery.
- Immediate reporting of accidents or incidents.

14. Reporting

The service provider shall submit:

- Monthly vehicle utilization records.
- Monthly invoices.
- Any incident or accident reports, if applicable.

15. Confidentiality and Ethics

The service provider shall maintain confidentiality of all information obtained during the performance of the contract and comply with applicable World Bank fraud and corruption provisions.

Annexure 1: Service Provider's Quotation Form

From:	<i>[Insert Service Provider's name]</i>
Service Provider's Representative:	<i>[Insert name of Service Provider's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address:	<i>[Insert Service Provider's address]</i>
Email:	<i>[Insert Service Provider's email address]</i>

To:	<i>[Insert Purchaser's name]</i>
Purchaser's Representative:	<i>[Insert name of Purchaser's Representative]</i>
Title/Position:	<i>[Insert Representatives title or position]</i>
Address :	<i>[Insert Purchaser's address, including email]</i>
RFQ Ref No.:	
Date of Quotation:	

Dear Project Manager,

SUBMISSION OF QUOTATION

1. Conformity and no reservations

In response to the above-named RFQ we offer to provide services as per this Quotation and in conformity with the RFQ, Price and Delivery Schedules. We confirm that we have examined and have no reservations to the RFQ, including the Contract.

2. Eligibility

We meet the eligibility requirements and have no conflict of interest, in accordance with the Request for Quotations.

3. Suspension and Debarment

We, along with any of our JV partner for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

4. Quotation Price

The total price of our offer is *[insert the total price of the offer in words and figures, indicating the various amounts and the respective currencies]*.

5. Quotation Validity

Our Quotation shall be valid until the date specified in the RFQ, and it shall remain binding upon us and may be accepted at any time before it expires.

6. Performance Security

If we are awarded the Contract, we commit to obtaining a Performance Security in accordance with the RFQ if any.

7. Not Bound to Accept

We understand that you reserve the right to:

- a. accept or reject any Quotation and are not bound to accept the lowest evaluated cost Quotation, or any other Quotation that you may receive, and
- b. annul the RFQ process at any time prior to the award of the Contract without incurring any liability to Service provider.

8. Fraud and Corruption

We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

On behalf of the Service Provider:

Name of the person duly authorized to sign the Quotation on behalf of the Service Provider: *[insert complete name of person duly authorized to sign the Quotation]*

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

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month]*, *[insert year]*

**Annexure 2: GUIDELINES On Preventing and Combating Fraud and
Corruption in Projects Financed by IBRD Loans and IDA Credits and Grant**
(Attached)

Note* Please seal and sign on every page and submit along with the Quotation.

CONTRACT FORMS

Performance Security

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

Date: [insert date (as day, month, and year) of Bid submission] IFB

No. and title: [insert no. and title of bidding process]

Bank's Branch or Office: [insert complete name of Guarantor]

Beneficiary: [insert complete name of Procuring Agency]

PERFORMANCE GUARANTEE No. : [insert Performance Guarantee number]

We have been informed that [insert complete name of Service Provider] (hereinafter called "the Service Provider") has entered into Contract No. [insert number] dated [insert day and month], [insert year] with you, for the supply of [description of Goods and related Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

At the request of the Service Provider, we hereby irrevocably undertake to pay you any sum(s) not exceeding [insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring the Service Provider to be in default under the Contract, without cavil or argument, or you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Guarantee shall expire no later than the [insert number] day of [insert month] [insert year], and any demand for payment under it must be received by us at this office on or before that date. We agree to an extension of this Guarantee for a period as required by the Procuring Agency in response to the Procuring Agency's written request for such extension, such request to be presented to us before the expiry of the Guarantee.

[Signatures of authorized representatives of the bank and the Service Provider]

Sample Letter of Award of Contract

[modify as appropriate]

[use letterhead paper of the Purchaser]

[date]

To: *[name and address of the Service Provider]*

Subject: **Notification of Award of Contract No.**

In reference to the RFQ *[insert reference number and date]*, your Quotation *[insert reference number and date]* has been accepted.

Please find inclosed herewith the Contract. You are requested to sign the contract within *[insert no of days]*.

[Insert the following only if Performance Security is required:] "You are also requested to furnish a Performance Security within *[insert no of days]* in accordance with the Conditions of the Contract, using for that purpose one of the Performance Security Forms attached to the Contract.

Authorized

Signature:

_____ Name and Title of Signatory: _____ Name of Agency:

Contract Agreement

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

- a. [*insert complete name of Purchaser*], a [*insert description of type of legal entity, for example, an agency of the Ministry of of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }*] and having its principal place of business at [*insert address of Purchaser*] (hereinafter called "the Purchaser"), of the one part, and
- b. [*insert name of Service provider*], a corporation incorporated under the laws of [*insert: country of Service provider*] and having its principal place of business at [*insert: address of Service Provider*] (hereinafter called "the Service Provider"), of the other part :

WHEREAS the Purchaser invited quotations for certain Goods and ancillary services, [*insert brief description of Goods and Services*] and has accepted a quotation by the Service Provider for the supply of those Goods and Services

The Purchaser and the Service Provider 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 Service Provider's quotation
 - (c) Conditions of Contract
 - (d) the Purchaser's Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) the completed Schedules (including Price Schedules)
 - (f) any other document listed as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Service Provider as specified in this Agreement, the Service Provider hereby covenants with the Purchaser to provide the Goods and Related Services if applicable and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Service Provider in consideration of the provision of the Goods and Related Services if applicable and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[the Purchaser's country, unless agreed otherwise]* on the day, month and year indicated above.

[To facilitate this emergency procurement, if acceptable to the Purchaser and the Service Provider, 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 *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*

For and on behalf of the Service Provider:

Signed: *[insert signature of authorized representative(s) of the Service Provider]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*



Bank Directive

Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants (revised as of July 1, 2016)

Bank Access to Information Policy Designation

Public

Catalogue Number

LEGVP5.09-DIR.117

Issued

July 19, 2016

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July 1, 2016

Content

These Guidelines are designed to prevent and combat Fraud and Corruption (as hereinafter defined) that may occur in connection with the use of proceeds of financing from the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA) during the preparation and/or implementation of projects supported by Investment Project Financing (IPF). They set out the general principles, requirements and sanctions applicable to persons and entities which receive, are responsible for the deposit or transfer of, or take or influence decisions regarding the use of, such proceeds.

Applicable to

IBRD, IDA

Issuer

Senior Vice President and General Counsel, LEGVP

Sponsor

Chief Counsel, LEGOP

GUIDELINES

On Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants

Dated October 15, 2006 and Revised in January 2011 and as of July 1, 2016

Purpose and General Principles

1. These Guidelines are designed to prevent and combat Fraud and Corruption (as hereinafter defined) that may occur in connection with the use of proceeds of financing from the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA) during the preparation and/or implementation of projects supported by Investment Project Financing (IPF). They set out the general principles, requirements and sanctions applicable to persons and entities which receive, are responsible for the deposit or transfer of, or take or influence decisions regarding the use of, such proceeds.

2. All persons and entities referred to in paragraph 1 above must observe the highest standard of ethics. Specifically, all such persons and entities must take all appropriate measures to prevent and combat Fraud and Corruption, and refrain from engaging in, Fraud and Corruption in connection with the use of the proceeds of the IBRD or IDA financing.

Legal Considerations

3. The Legal Agreement¹ providing for a Loan² governs the legal relationships between the Borrower³ and the Bank⁴ with respect to the particular project for which the

¹References in these Guidelines to “Legal Agreement” include any Loan Agreement providing for an IBRD loan or Financing Agreement providing for an IDA credit or grant, any Guarantee Agreement providing for a guarantee by the Member Country of such IBRD Loan, any agreement providing for a project preparation advance or Institutional Development Fund (IDF) Grant, Trust Fund Grant or Loan Agreement providing for a recipient-executed trust fund grant or loan in cases where these Guidelines are made applicable to such agreement, and any Project Agreement with a Project Implementing Entity related to any of the above.

²References to “Loan” or “Loans” include IBRD IPF loans as well as IDA IPF credits and grants, project preparation advances, IDF grants and recipient-executed trust fund grants or loans for projects to which these Guidelines are made applicable under the agreement providing for such grant and/or loan. These Guidelines do not apply to (i) Program for Results (PforR) financing or (ii) Development Policy Operations (DPOs), unless the Bank agrees with the Borrower on specified purposes for which Loan proceeds may be used, or (iii) IBRD/IDA guarantee operations.

³References in these Guidelines to the “Borrower” include the borrower of an IBRD loan or the recipient of an IDA credit or grant or of a trust fund grant or loan. In some cases, an IBRD Loan may be made to an entity other than the Member Country. In such cases, references in these Guidelines to “Borrower” include the Member Country as Guarantor of the Loan, unless the context requires otherwise. In some cases, the project, or a part of the project, is carried out by a Project Implementing Entity with which the Bank has entered into a Project Agreement. In such cases, references in these Guidelines to the “Borrower” include the Project Implementing Entity, as defined in the Legal Agreement.

⁴References in these Guidelines to the “Bank” include both IBRD and IDA, whether acting in their own capacity or as administrator of trust funds financed by other donors.

Loan is made. The responsibility for the implementation of the project⁵ under the Legal Agreement, including the use of Loan proceeds, rests with the Borrower. The Bank, for its part, has a fiduciary duty under its Articles of Agreement to “make arrangements to ensure that the proceeds of any loan are used only for the purposes for which the loan was granted, with due attention to considerations of economy and efficiency and without regard to political or other non-economic influences or considerations.”⁶ These Guidelines constitute an important element of those arrangements and are made applicable to the preparation and implementation of the project as provided in the Legal Agreement.

Scope of Application

4. The following provisions of these Guidelines cover Fraud and Corruption that may occur in connection with the use of Loan proceeds during the preparation and implementation of a project financed, in whole or in part, by the Bank. These Guidelines cover Fraud and Corruption in the direct diversion of Loan proceeds for ineligible expenditures, as well as Fraud and Corruption engaged in for the purpose of influencing any decision as to the use of Loan proceeds. All such Fraud and Corruption is deemed, for purposes of these Guidelines, to occur in connection with the use of Loan proceeds.

5. These Guidelines apply to the Borrower and all other persons or entities which either receive Loan proceeds for their own use (e.g., “end users”), persons or entities such as fiscal agents which are responsible for the deposit or transfer of Loan proceeds (whether or not they are beneficiaries of such proceeds), and persons or entities which take or influence decisions regarding the use of Loan proceeds. All such persons and entities are referred to in these Guidelines as “recipients of Loan proceeds”, whether or not they are in physical possession of such proceeds.⁷

6. These Guidelines apply to the procurement of goods, works, non-consulting services and consulting services financed (in whole or in part) out of the proceeds of a Loan from the Bank. Additional specific requirements relating to Fraud and Corruption in connection with such procurement are set out in Annex IV of the World Bank Procurement Regulations for Borrowers under Investment Project Financing, dated July 1, 2016, as the same may be amended from time to time.

⁵References in these Guidelines to the “project” means the Project as defined in the Legal Agreement.

⁶ IBRD’s Articles of Agreement, Article III, Section 5(b); IDA’s Articles of Agreement, Article V, Section 1(g).

⁷ Certain persons or entities may fall under more than one category identified in paragraph 5 of these Guidelines. A financial intermediary, for example, may receive payment for its services, will transfer funds to end users and will make or influence decisions regarding the use of Loan proceeds.

Definitions of Practices Constituting Fraud and Corruption

7. These Guidelines address the following defined sanctionable practices when engaged in by recipients of Loan proceeds in connection with the use of such proceeds:⁸

- a) A “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party.⁹
- b) A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly¹⁰ misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- c) A “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.
- d) A “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.
- e) An “obstructive practice” is (i) 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 (ii) acts intended to materially impede the exercise of the Bank’s contractual rights of audit or access to information.¹¹

8. The above practices, as so defined, are referred to collectively and individually in these Guidelines as “Fraud and Corruption”.

Borrower Actions to Prevent and Combat Fraud and Corruption in connection with the Use of Loan Proceeds

9. In furtherance of the above-stated purpose and general principles, the Borrower will:

⁸ Unless otherwise specified in the Legal Agreement, whenever these terms are used in the Legal Agreement, including in the applicable General Conditions, they have the meanings set out in paragraph 7 of these Guidelines.

⁹ Typical examples of corrupt practice include bribery and “kickbacks”.

¹⁰ To act “knowingly or recklessly”, the fraudulent actor must either know that the information or impression being conveyed is false, or be recklessly indifferent as to whether it is true or false. Mere inaccuracy in such information or impression, committed through simple negligence, is not enough to constitute fraudulent practice.

¹¹ Such rights include those provided for, *inter alia*, in paragraph 9(d) of these Guidelines.

- (a) take all appropriate measures to prevent Fraud and Corruption in connection with the use of Loan proceeds, including (but not limited to) (i) adopting appropriate fiduciary and administrative practices and institutional arrangements to ensure that the proceeds of the Loan are used only for the purposes for which the Loan was granted, and (ii) ensuring that all of its representatives¹² involved with the project, and all recipients of Loan proceeds with which it enters into an agreement related to the Project, receive a copy of these Guidelines and are made aware of its contents;
- (b) immediately report to the Bank any allegations of Fraud and Corruption in connection with the use of Loan proceeds that come to its attention;
- (c) if the Bank determines that any person or entity referred to in (a) above has engaged in Fraud and Corruption in connection with the use of Loan proceeds, take timely and appropriate action, satisfactory to the Bank, to address such practices when they occur;
- (d) include such provisions in its agreements with each recipient of Loan proceeds as the Bank may require to give full effect to these Guidelines, including (but not limited to) provisions (i) requiring such recipient to abide by paragraph 10 below; (ii) requiring such recipient to permit the Bank to inspect all accounts, records and other documents relating to the project required to be maintained pursuant to the Legal Agreement, and to have them audited by, or on behalf of, the Bank; (iii) providing for the early termination or suspension by the Borrower of the agreement if such recipient is declared ineligible by the Bank under paragraph 11 below; and (iv) requiring restitution by such recipient of any amount of the loan with respect to which Fraud and Corruption has occurred;
- (e) cooperate fully with representatives of the Bank in any investigation into allegations of Fraud and Corruption in connection with the use of Loan proceeds; and
- (f) in the event that the Bank declares any recipient of Loan proceeds ineligible as described in paragraph 11 below, take all necessary and appropriate action to give full effect to such declaration by, among other things, (i) exercising the Borrower's right to terminate early or suspend the agreement between the Borrower and such recipient and/or (ii) seeking restitution.

Other Recipients of Loan Proceeds

10. In furtherance of the above-stated purpose and general principles, each recipient of Loan proceeds which enters into an agreement with the Borrower (or with another recipient of Loan proceeds) relating to the Project will:

- (a) carry out its project-related activities in accordance with the above-stated

¹² References in these Guidelines to "representatives" of an entity also include its officials, officers, employees and agents.

general principles and the provisions of its agreement with the Borrower referred to in paragraph 9(d) above; and include similar provisions in any agreements related to the project into which it may enter with other recipients of Loan proceeds;

(b) immediately report to the Bank any allegations of Fraud and Corruption in connection with the use of Loan proceeds that come to its attention;

(c) cooperate fully with representatives of the Bank in any investigation into allegations of Fraud and Corruption in connection with the use of Loan proceeds;

(d) take all appropriate measures to prevent Fraud and Corruption by its representatives (if any) in connection with the use of Loan proceeds, including (but not limited to): (i) adopting appropriate fiduciary and administrative practices and institutional arrangements to ensure that the proceeds of the Loan are used only for the purposes for which the Loan was granted, and (ii) ensuring that all its representatives receive a copy of these Guidelines and are made aware of its contents;

(e) in the event that any representative of such recipient is declared ineligible as described in paragraph 11 below, take all necessary and appropriate action to give full effect to such declaration by, among other things, either removing such representative from all duties and responsibilities in connection with the project or, when requested by the Bank or otherwise appropriate, terminating its contractual relationship with such representative; and

(f) in the event that it has entered into a project-related agreement with another person or entity which is declared ineligible as described in paragraph 11 below, take all necessary and appropriate action to give full effect to such declaration by, among other things, (i) exercising its right to terminate early or suspend such agreement, and/or (ii) seeking restitution.

Actions by the Bank in Cases of Fraud and Corruption

11. In furtherance of the above-stated purpose and general principles, the Bank has the right to sanction, in accordance with prevailing World Bank Group sanctions policies and procedures, any individual or entity¹³ other than the Member Country¹⁴, including (but not limited to) declaring such individual or entity ineligible publicly, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract; (ii) to benefit from

¹³ As in the case for bidders in the procurement context, the Bank may also sanction individuals and entities which engage in Fraud or Corruption in the course of applying to become a recipient of Loan proceeds (e.g., a bank which provides false documentation so as to qualify as a financial intermediary in a Bank-financed project) irrespective of whether they are successful.

¹⁴ For purposes of these Guidelines, "Member Country" includes officials and employees of the national government or of any of its political or administrative subdivisions, and government owned enterprises and agencies that are not eligible to compete for and be awarded Bank-financed contracts in accordance with paragraph 3.22 of the World Bank Procurement Regulations for IPF Borrowers.

a Bank-financed contract, financially or otherwise, for example as a sub-contractor; and (iii) to otherwise participate in the preparation or implementation of the project or any other project financed, in whole or in part, by the Bank,

- (a) if at any time the Bank determines¹⁵ that such individual or entity has engaged in Fraud and Corruption in connection with the use of Loan proceeds;¹⁶
- (b) if another financier with which the World Bank Group has entered into an agreement for the mutual enforcement of debarment decisions¹⁷ has declared such individual or entity ineligible to receive proceeds of financings made by such financier or otherwise to participate in the preparation or implementation of any project financed in whole or in part by such financier as a result of a determination by such financier that the individual or entity has engaged in Fraud and Corruption in connection with the use of the proceeds of a financing made by such financier; or
- (c) if the World Bank Group has found the individual or entity to be a non-responsible vendor on the basis of Fraud and Corruption in connection with World Bank Group corporate procurement.

Miscellaneous

12. The provisions of these Guidelines do not limit any other rights, remedies¹⁸ or obligations of the Bank or the Borrower under the Legal Agreement or any other document to which the Bank and the Borrower are both parties.

¹⁵ The Bank has established a Sanctions Board, and related procedures, for the purpose of making such determinations. The procedures of the Sanctions Board sets forth the full set of sanctions available to the Bank.

¹⁶ The sanction may, without limitation, also include restitution of any amount of the Loan with respect to which Fraud and Corruption has occurred. The World Bank Group may publish the identity of any individual or entity declared ineligible under paragraph 11 of these Guidelines.

¹⁷ Also sometimes referred to as “cross-debarment.”

¹⁸ The Legal Agreement provides the Bank with certain rights and remedies which it may exercise with respect to the Loan in the event of Fraud and Corruption in connection with the use of Loan proceeds, in the circumstances described therein.