



**Regional Integrated Multi-Hazard Early Warning System**  
**Program Unit/ Early Warning Facility**  
2 nd Fl. Outreach Bldg., AIT Campus, Klong Nung, Klong Luang, Pathumthani 12120, Thailand  
(t) +66 2516 0120 (f) +66 2516 5762 (e) rimes@rimes.int (w) <http://www.rimes.int>

# Amendment No. 2

# Request for Quotations

## (Limited)

## of

## Goods

**Procurement of:**

*IT Equipment - Pakistan*

**Ref No: TH-RIMES-423696-GO-RFQ**

**Issued on: 28 June 2024**

**Project: Climate Adaptation and Resilience (CARE) for South Asia Project – P171054**

**Purchaser: Regional Integrated Multi-Hazard Early Warning System (RIMES)**

**Country: Thailand**

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# Request for Quotations-Limited

**RFQ Ref No.: TH-RIMES-423696-GO-RFQ/ Amendment No. 2**

**RFQ Date: 28 June 2024**

## **To: Concern**

Dear Sir

### **Request for Quotation (RFQ)**

1. This RFQ is for the procurement of Goods and the Related Services (if applicable).
2. The **Regional Integrated Multi-Hazard Early Warning System (RIMES)** has received **financing from the World Bank (Bank) (financing institution)** toward the cost of the **Climate Adaptation and Resilience for South Asia (CARE)** Project and intends to apply part of the proceeds toward payments under the contract for IT Equipment - Pakistan.
3. The Regional Integrated Multi-Hazard Early Warning System (RIMES) now invites quotations from suppliers for the Goods and the Related Services (if applicable), described in Annex 1: Purchaser's Requirements, attached to this RFQ.

### **Fraud and Corruption**

4. The RIMES require compliance with the RIMES's Policy on Prevention of Corruption and Fraud, and its prevailing sanctions policies and procedures as set forth therein, as per Attachment A.
5. In further pursuance of this policy, Suppliers shall permit RIMES and/or its financing institutions or their nominated person(s), to inspect all accounts, records and other documents relating to the RFQ and contract performance (in the case of award), and to have them audited by auditors appointed by the RIMES and/or its financing institutions.

### **Eligible Goods (*and Related Services if applicable*)**

6. All the Goods and Related Services (*if applicable*) to be supplied under the Contract and financed by the WB may have their origin in any country.

### **Eligible Suppliers**

7. A Supplier that has been sanctioned by the United Nation Entities and/or International Financial Institutions like the World Bank, Asian Development Bank etc. shall be ineligible to submit Quotations or be awarded, during such period of time as the UN entity or the International Financial Institution shall have determined. A list of Debarred and Cross-debarred firms and individuals is available on the World Bank's external website: <http://www.worldbank.org/debarr>.

## **Validity of offers**

8. The offers shall be valid until **30 September 2024**.

## **Quoted Price**

9. Prices shall be quoted in the following manner:

- (i) the price of the Goods quoted EXW, including all customs duties and sales and other taxes already paid or payable;
- (ii) any sales tax and other taxes which will be payable on the Goods; and
- (iii) the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Country Office): RIMES Office, Pakistan Meteorological Department, Pitras Bukhari Road, H-8/2, Islamabad, Pakistan.

10. The Supplier should quote its price in the currency of the Country of final destination (Country Office).

## **Clarifications**

11. Any clarification request regarding this RFQ may be sent in writing to **Ms. Dusadee Padungkul ([rimesprocurement@rimes.int](mailto:rimesprocurement@rimes.int))**, before **29 June 2024 at 17:00 hrs. (BKK time)**

## **Submission of Quotations**

12. Quotations are to be submitted in the form attached at Annex 2 and *by email*.

13. The deadline for submission of Quotations is **1 July 2024 at 17:00 hrs. (BKK time)**

14. The address for submission of Quotations is:

**Attention: Ms. Dusadee Padungkul**

**E-mail address: [rimesprocurement@rimes.int](mailto:rimesprocurement@rimes.int)**

15. The quotation should be accompanied by:

- a. a copy of your business registration;
- b. completed price schedule;
- c. technical documentation and catalogue(s) and any other pertinent information; and
- d. Manufacturer's / Dealer's Authorisation, if applicable.

## **Evaluation of Quotations**

16. Quotations will be evaluated, for the whole lot/package, to ensure compliance with the Technical Specifications, Delivery and Completion Schedules and any other requirements of the RFQ.

17. The comparison shall be on the basis of EXW prices, including taxes, plus cost of inland transportation and insurance to place of destination, together with prices for any required installation, training, commissioning and other services.

**Purchase Order**

18. The Purchase Order will be placed on the Supplier/s who is eligible and offers eligible Goods; offers the lowest evaluated price/s; and technically compliant quotation.
19. The Purchaser shall publish details of purchase order placed, on its website with free access, within 15 days.

On behalf of the Purchaser:

**Name: Ms. Dusadee Padungkul**

**Title/position: Head, Department of Operational Support**

**Attachments:**

**Annex 1: Purchaser's Requirements**

**Annex 2: Quotation Form**

**Annex 3: Purchase Order**

## ANNEX 1: Purchaser's Requirements

### 1.1 List of Goods and Delivery Period and Related Services (if applicable)

Line Item N°	Description of Goods / Service	Quantity required	Physical unit	Named Place of Destination (for CIP)	Place of Final Destination and where services shall be performed (Country Office)	Applicable Incoterms (e.g. CIP, EXW)	Delivery Period from Date of Contract Signature / Completion Period of Services
1	Laptop	8	piece	RIMES Office, Pakistan Meteorological Department, Pitras Bukhari Road, H-8/2, Islamabad, Pakistan.	RIMES Office, Pakistan Meteorological Department, Pitras Bukhari Road, H-8/2, Islamabad, Pakistan.	CIP	30-45 days
2	Smart Screen	3	piece	RIMES Office, Pakistan Meteorological Department, Pitras Bukhari Road, H-8/2, Islamabad, Pakistan.	RIMES Office, Pakistan Meteorological Department, Pitras Bukhari Road, H-8/2, Islamabad, Pakistan.	CIP	30-45 days

## 1.2 Technical Specifications

*The Goods and Related Services shall comply with following Technical Specifications and Standards:*

Item No	Name of Goods or Related Service	New Technical Specifications and Standards
1	Laptop	<p><b>Display:</b> 16.0" WUXGA (1920 x 1200) IPS 300nits Anti-glare, 45% NTSC Touchscreen Display</p> <p><b>Processor:</b> at least 13th Generation Intel Deca-Core i7-1355U Processor (1.7 to 5.0 GHz Performance Dual-Core, 1.2 to 3.7 GHz Efficiency Octa-Core, 10 Cores, 12 Threads, 12 MB Cache)</p> <p><b>Graphics:</b> Integrated Intel Iris Xe Graphics</p> <p><b>Memory:</b> at least 32GB DDR5 Memory</p> <p><b>Storage:</b> 2TB PCIe NVMe M.2 SSD</p> <p><b>Networking:</b> Intel Wi-Fi 6E AX211 802.11AX (2 x 2) + Bluetooth 5.1</p> <p><b>Operating System:</b> Windows 11 Pro 64-bit</p> <p><b>Battery:</b> Integrated 52.5Wh</p> <p><b>Camera:</b> FHD 1080p + IR Hybrid with Privacy Shutter</p> <p><b>Keyboard:</b> Backlit, English</p> <p><b>Security:</b> Fingerprint reader; TPM 2.0; Webcam privacy shutter</p> <p><b>Audio:</b> High Definition (HD) Audio, Realtek ALC3287 codec</p>
2	Smart Screen	<p>4K Ultra HD Anti-glare Display</p> <p>Size: 75 Inches</p> <p>Front facing camera</p> <p>Light Life (Typical) 20,000 hours</p> <p>Warranty 1 Year</p> <p>OS: Windows/ Android</p> 

## ANNEX 2: Quotation Forms

### Supplier Quotation Form

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

  

<b>To:</b>	<b>Regional Integrated Multi-Hazard Early Warning System (RIMES)</b>
<b>Purchaser's Representative:</b>	Ms. Dusadee Padungkul
<b>Title/Position:</b>	Head, Department of Operational Support
<b>Address :</b>	AIT Campus, Khlong Luang, Pathumthani 12120, Thailand, rimesprocurement@rimes.int
<b>RFQ Ref No.:</b>	TH-RIMES-423696-GO-RFQ
<b>Date of Quotation:</b>	[Insert Date of Quotation]

Dear Ms. Dusadee Padungkul:

#### **SUBMISSION OF QUOTATION**

##### **1. Conformity and no reservations**

In response to the above named RFQ we offer to supply the Goods and the Related Services (if applicable), as per this Quotation and in conformity with the RFQ, Delivery and Completion Schedules and Technical Specifications. We confirm that we have examined and have no reservations to the RFQ, including the Contract.

##### **2. Eligibility**

We meet the eligibility requirements and have no conflict of interest. We are not subject to any temporary suspension or a debarment imposed by any UN entities or International Financial Institutions like the World Bank Group etc.

##### **3. 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].

##### **4. 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.

## 5. Not Bound to Accept

We understand that you reserve the right to:

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

## 6. Fraud and Corruption

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

On behalf of the Supplier:

Name of the person duly authorized to sign the Quotation on behalf of the Supplier: [*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*]

## Price Schedules

*[The following forms may be used by the Supplier for submitting its quotation.]*

### Quotation for Goods: Price Schedule

1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods / Services	Delivery Date as defined by Incoterms / Service Completion Date	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4+5)	Price per line item for inland transportation and other services required in the Country where the goods are required, to convey the Goods to their final destination, specified in RFQ	Sales and other taxes payable per line item if Contract is awarded	Total Price per line item (Col. 6+7)
[insert number of the item]	[insert name of Good]	[insert quoted Delivery Date]	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]
1	Laptop	30-45 days	8 pcs.					
2	Smart Screen	30-45 days	3 pcs.					
							Delivery charge (USD)	
							Bank charge (USD)	
							Quotation Price / Total (USD)	

## ANNEX 3: Purchase Order



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## PURCHASE ORDER (P.O.)

Project Ref:	To be fill					
Activity Code:	To be fill					
Date: DD/MM/YYYY	P.O. No: XXX/202X	Refer to P.R. No. XXX/202X				
Shipping Address:		Billing Address: RIMES 2nd Floor, Outreach Building, 58 Moo 9 AIT Campus Klong Nung, Klong Luang, Pathumthani 12120 Tel : +662 516 0120 Fax : +662 516 5782 Contact: Dusadee Padungkul (dusadee@rimes.int)				
Supplier Name: Supplier Address: Supplier Number: To be filled	Delivery Date DD/MM/YYYY	Payment Term: To be filled e.g. 100% payment within 30 days after completed delivery and submission of documents (Invoice, Delivery Note, Inspection & Acceptance Note etc.)  Delivery Term: Delivered at RIMES Office at the Shipping Address mentioned above, on DAP basis.				
ITEM	DESCRIPTION	Warranty	QUANTITY	UNIT	UNIT PRICE (Currency)	TOTAL PRICE (Currency)
Special Instructions: (To be filled in, if any)		Grand Total		0.00		
		Discount		0.00		
		VAT		0.00		
[Net Total Value in Writing]		Net Total		0.00		
Exchange rate (UNDP) :		0.00		Net Total (USD)		#DIV/0!
Authorized by : RIMES			Acknowledgement by : Supplier			
Date _____ <i>Ms. Dusadee Padungkul / Mr. A.R. Subbiah</i> Head, Department of Operational Support / Director of Program Unit			Date _____ Contact Person _____ Supplier Name _____			

The PURCHASE Order is subject to attached General Terms and Condition of the PURCHASE Order



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## Letter of Award of Contract

[*date*]

To: [*name and address of the Supplier*]

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

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

Please find 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: \_\_\_\_\_

**Attachment: Contract Agreement**

# General Conditions of Contract for Purchase Order



## 1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- (a) "CC" means the Conditions of this General Terms and Condition.
- (b) "Contract" means the Purchase Order and/or Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) "Contract Documents" means the documents listed in the Purchase Order and/or Contract Agreement, including any amendments thereto.
- (d) "Contract Price" means the price payable to the Supplier as specified in CC 8.1, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) "Day" means calendar day.
- (f) "Completion" means the fulfillment of the Related Services, as applicable, by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
- (h) "Party" means the Purchaser or the Contractor, as the context requires, and "Parties" means both of them.
- (i) "Purchaser" means the entity purchasing the Goods and Related Services as applicable.
- (j) "Purchaser's Country" is the country specified in the Purchase Order or if not specified it shall be Kingdom of Thailand.
- (k) "Related Services" means the services incidental to the supply of the goods, such as Insurance, Installation, training and initial maintenance and other such obligations of the Supplier under the Contract, as applicable.
- (l) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (m) "Supplier" means the person, private or government entity, or a combination of the above, whose Quotation to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- (n) "The Project Site," where applicable, means the place named in the CC.

## 2. Incoterms

The edition of Incoterms that shall apply is: Incoterms 2020.

## 3. Governing Law

The Contract shall be governed by and interpreted in accordance with the laws of Kingdom of Thailand.

## 4. Settlement of Disputes

In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country.

## General Terms and Conditions of PURCHASE Order

### 5. Shipping and other documents to be provided

The Delivery of the Goods and Completion of the Related Services as applicable shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements.

Details of Shipping and other Documents to be furnished by the Supplier are: delivery note, manufacturer's warranty certificates etc.

The below documents are minimum requirement which shall be received by the Purchaser:

- (i) Delivery notes with information of Goods that match with the Purchase Order and/or Contract Agreement.
- (ii) The warranty certificate can be received on shipment of goods.
- (iii) Any other documents that are usually provided to facilitate shipping of goods.

### 6. Contract Price

The Contract Price is specified in the Purchase Order and/or Price Schedule in the Contract Agreement.

The unit prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier and accepted by the Purchaser.

### 7. Taxes and Duties

- a. For Goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
- b. For Goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
- c. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

### 8. Subcontractors

The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Quotation. Such notification, in the original Quotation or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

### 9. Specifications and Standards

The Goods and Related Services if applicable supplied under this Contract shall conform to the technical specifications and standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

### 10. Insurance cover

The insurance coverage shall be as required by law and covered to final destination as per agreed Incoterms.

### 11. Transportation

Responsibility for transportation of the Goods shall be as specified in the Incoterms.

### 12. Liquidated damages

The liquidated damage shall be 0.10 % of the price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance.



## General Terms and Conditions of PURCHASE Order

The maximum amount of liquidated damages shall be 10% of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC 18.

### 13. Warranty

- 13.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 13.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 13.3 The warranty shall remain valid for thirty-six (36) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination.
- 13.4 The period for repair or replacement after being notified of the defect by the Purchaser shall be within thirty-six (36) days.
- 13.5 If having been notified, the Supplier fails to remedy the defect within the period specified in CC 13.4, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

For purposes of the warranty, the place of final destination shall be as specified in the Shipping Address of PURCHASE Order or Contract Agreement.

### 14. Copyright

The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

### 15. Inspections and Audit

Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, Purchaser and/or persons appointed by the Purchaser to inspect the site and/or the accounts, records and other documents relating to the request for quotations process and/or execution of Contract.

### 16. Limitation of Liability

Except in cases of negligence or willful misconduct,

- a. the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- b. the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.

### 17. Force Majeure

- 17.1 The Supplier shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to

perform its obligations under the Contract is the result of an event of Force Majeure.

17.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes.

17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

17.4 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which Purchaser may terminate the Contract by giving a notice to the Supplier.

### 18. Termination

#### 18.1 Termination for Default

The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:

- (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser;
- (ii) if the Supplier fails to perform any other obligation under the Contract; or
- (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, in competing for or in executing the Contract.

In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services if applicable similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services if applicable. However, the Supplier shall continue performance of the Contract to the extent not terminated.

#### 18.2 Termination for Convenience

(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

- (c) to have any portion completed and delivered at the Contract terms and prices; and/or
- (d) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services if applicable and for materials and parts previously procured by the Supplier.

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# Attachment A to the Conditions of Contract

## Preventing Fraud and Corruption

### 1. Purpose

1.1 RIMES Policy on Prevention of Corruption and Fraud and this annex apply with respect to any procurement undertaken by RIMES funded by International Financial Institutions like WB, ADB etc., UN entities and/or Government Organizations / Departments of various countries funding the operations of RIMES specific to the procurement.

### 2. Requirements

2.1 RIMES requires that 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 RIMES procured contracts, and refrain from Fraud and Corruption.

2.2 To this end, RIMES:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - A “corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value in order to improperly influence the actions of another party;
  - A “fraudulent practice” is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party in order to obtain a financial or other benefit or to avoid an obligation;
  - A “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;
  - A “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party in order to improperly influence the actions of that or another party;
  - An “obstructive practice” is: (i) deliberately destroying, falsifying, altering or concealing evidence that may be material to an investigation by RIMES and/or its financing institutions<sup>1</sup>, or making false statements to investigators in order to materially impede an investigation by RIMES or its financing institutions; (ii) threatening, harassing or intimidating any party in order to prevent that party from disclosing its knowledge of matters relevant to an investigation by the RIMES or its financing institutions, from pursuing such an investigation; and/or (iii) the commission of any act intended to materially impede the exercise of the RIMES’s or its financing institution’s, contractual rights of audit, inspection and access to information.
- b. RIMES may reject a proposal for award if it determines that non-staff consultant, vendors or third parties recommended for award, any of its personnel, or its

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<sup>1</sup> Financing Institution means the funding organisation like Multilateral Development Banks (e.g., the World Bank), UN organisations, Government and its departments and/or any other institution/organisation that fund the specific procurement and/or operation or activity of RIMES.

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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. The financing institution funding the RIMES procurement or operation, in addition to the legal remedies set out in the relevant Legal Agreement with RIMES, may take other appropriate actions, including declaring misprocurement, if the financing institution determines at any time that staff, non-staff consultant, vendors or third parties of RIMES, of any part of the proceeds of the loan/grant engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without RIMES having taken timely and appropriate action satisfactory to the financing institution to address such practices when they occur, including by failing to inform the financing institution in a timely manner at the time RIMES knew of the practices.
- d. Pursuant to the RIMES policy on prevention of Corruption and Fraud, 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 RIMES procured contract, financially or in any other manner;<sup>2</sup> (ii) to be a nominated<sup>3</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a RIMES procured contract;
- e. Where RIMES and/or its financing institutions have reasons to believe that any of the above-referred prohibited practices may have occurred, RIMES and/or its financing institutions may decide to review and investigate the matter. The supplier shall fully cooperate with any investigation conducted by RIMES and/or its financing institutions, including by making personnel available for interviews and providing full access to any and all accounts, premises, documents and records (including electronic records) relating to the relevant Procurement undertaken by RIMES and/or RIMES managed operation or activity, and by having such accounts, premises, documents and records audited and/or inspected by auditors and/or investigators appointed by RIMES or its financing institutions.

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<sup>2</sup> For the avoidance of doubt, Debarment include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a sub-contractor, consultant, manufacturer or supplier, or service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>3</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the 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.

