



**Punjab Human Capital Investment Project**  
**Punjab Social Protection Authority**  
**Credit No. 6548-PK**



**Contract Title: Procurement of Physical Servers &  
Network Core Switch**  
**Reference No. PK-PSPA-443868-GO-RFQ**

## **REQUESTS FOR QUOTATIONS (RFQ)**

The Govt. of Pakistan (hereinafter called "Borrower") has received financing from the International Development Association (IDA) in the form of a "loan" (hereinafter called "loan") toward the cost of "Punjab Human Capital Investment Project". Punjab Social Protection Authority (PSPA), an implementing agency, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for the Procurement of Physical Servers & Network Core Switch. Accordingly, separate sealed quotations are invited from the local eligible suppliers.

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

PHCIP-PSPA now invites sealed quotations from Manufacturers/Authorized Dealers for the Procurement of Physical Servers & Network Core Switch at the Punjab Social Protection Authority Head Office in Lahore. The following are the desired quantities:-

Sr#	Items Name	Quantity
1	Servers	03
7	Virtualization	01
3	Network Core Switches	01

A complete set of RFQ documents containing specifications and detailed terms & conditions can be obtained from PHCIP-Procurement Room, 78-79, D-New Muslim Town, Wahdat Road, Lahore. The advertisement and RFQ documents shall also be available on website <https://pspa-punjab.gov.pk/>

Quotations, duly accompanied by a "Quotation Security" @ 2% of total quoted value in shape of a pay order/demand draft/call deposit from nationalized/Scheduled Bank in Pakistan in the name of Project Director, PHCIP-PSPA, must be delivered to the address given below on or before 1500 hours on September 09, 2024. Electronic submission shall not be permitted. Late quotations will not be accepted.

Quotations will be opened by the Purchaser's representatives immediately after the deadline for the submission of Quotations, in the Committee Room, PHCIP-Punjab Social Protection Authority, 78, 79 D-Muslim Town, Wahdat Road, Lahore.

### **PROJECT DIRECTOR**

**Punjab Human Capital Investment Project (PHCIP), Punjab Social Protection Authority**  
78-79, D-Muslim Town, Wahdat Road, Lahore Ph: 042-99232359-60 Fax: 042-99231708  
Web-site: <https://pspa.punjab.gov.pk/> Email: [adproc.phelp@pspa.punjab.gov.pk](mailto:adproc.phelp@pspa.punjab.gov.pk)

**IPL-7877**

# Request for Quotations

## Procurement of Physical Servers & Network Core Switches

**Ref No:** PK- PSPA-443868-GO-RFQ

**Project:** Punjab Human Capital Investment Project

**Purchaser:** PMU- Punjab Human Capital Investment Project - Punjab Social Protection Authority

**Country:** Pakistan

**Issued on:** 21<sup>st</sup> August, 2024

### Scope of Work:

- **Physical Servers**
- **Virtualization**
- **Network Core Switches**

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## Request for Quotations

**RFQ Ref No.: PK- PSPA-443868-GO-RFQ**  
**RFQ Date: 21<sup>st</sup> August, 2024**

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

This RFQ is for the procurement of Goods and Related Services.

The Govt. of Pakistan (hereinafter called “Borrower”) has received financing from the International Development Association (otherwise known as the World Bank, hereinafter the “Bank” or “IDA”) in the form of a loan (hereinafter called “loan”) to finance the **Punjab Human Capital Investment Project**. Punjab Social Protection Authority (PSPA), an implementing agency intends to apply part of the proceeds toward payments under the contracts for **Procurement of Physical Servers & Network Core Switches**. For this contract, the borrower shall process the payments using the open competition method, as defined in the World Bank’s Disbursement Guidelines for Investment Project Financing, concluded through this RFQ primary procurement process.

The Procuring Agency now invites sealed quotations from eligible suppliers [Manufacturers/Authorized Dealers] with valid NTN & STRN and placed on the Active Taxpayers List (ATL) of FBR; with a minimum of three (03) years of experience in supplies of similar nature IT equipment. Should have a documented track of supplying at least three (03) similar (PO/Contract agreement each of PKR. 10 million) assignments, during last three (03) years. The supplier must not be blacklisted from World Bank – Undertaking of no black-listing to be provided on non-judicial stamp paper of appropriate value.

All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the Procurement Regulations, and all expenditures made under the contract will be limited to such goods and services.

### **Manufacturer’s Authorization**

A Supplier that does not manufacture or produce the Goods it offers to supply shall submit a Manufacturer’s Authorization using the form included in this RFQ to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser’s Country.

### **Validity of Quotation**

Quotations shall be valid for 60 days from the last date of submission.

## Blacklisted

The supplier shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the World Bank. The supplier must not be blacklisted from World Bank.

## Delivery Period

All items mentioned must be delivered and installed within 06 weeks from the signing of the contract. The supplier will be responsible for delivery and installation at PHCIP-PSPA head office, Lahore.

## Quoted Price

Prices shall be quoted in the following manner:

- (a) For goods to be supplied from within the purchaser's country:
  - (i) the price of the goods quoted including all customs duties and sales and other taxes already paid.
  - (ii) if known, any purchaser's country sales tax and other taxes which will be payable on the goods if the contract is awarded to the supplier; and
  - (iii) the price for inland transportation, insurance, and other local services required to convey the goods to the PHCIP-PSPA head office, 78-79, D-New Muslim Town, Wahdat Road, Lahore
- (b) for related services, other than inland transportation and other services required to convey the goods to their final destination, **whenever such Related Services are specified in the Schedule of Requirements**, the price of each item comprising the Related Services (inclusive of any applicable taxes).

The contractual unit prices shall be fixed during the supplier's performance of the contract and not subject to adjustment.

Prices shall be quoted in Pak Rupees and shall be fixed during the performance of contract.

## Clarifications

Any clarification request regarding this RFQ may be sent in writing to PHCIP-PSPA office, 78-79, D-New Muslim Town, Wahdat Road, Lahore or email: [adproc.phcip@pspa.punjab.gov.pk](mailto:adproc.phcip@pspa.punjab.gov.pk) no later than five (05) days after issuance of RFQ. The Purchaser will forward copies of its response to all Suppliers including a description of the inquiry but without identifying its source.

## Quotation Security

- a. Quotation Security @ 2% of Quoted Value must be attached in shape of a Bank Draft/Pay Order/Demand Draft from nationalized/Scheduled Bank in Pakistan in the name of Project Director PHCIP-PSPA. The quotation found deficient of the quotation security amount shall be rejected.
- b. The quotation security to the unsuccessful supplier shall be returned immediately after signing of contract agreement to the lowest evaluated responsive supplier and in case of

successful supplier, quotation security will be released upon submission of performance security for warranty period.

### **Submission of Quotations**

- a. Quotations are to be submitted in the form attached at Annex 2 “Service Provider Quotation Form”, **by hand or through courier.**
- b. The deadline for submission of Quotations is **09<sup>th</sup> September, 2024, 1500 hours.**
- c. The address for submission of Quotations is:

**Attention: Project Director**

Punjab Human Capital Investment Project

Punjab Social Protection Authority

Address: 78-79, D-New Muslim Town, Wahdat road,  
Lahore.

E-Mail: adproc.phcip@pspa.punjab.gov.pk

### **Opening of Quotations**

Quotations will be opened by the Purchaser’s representatives immediately after the deadline for the submission of quotations

### **Evaluation of Quotations**

Quotations will be evaluated to ensure compliance with the Technical Specifications, Delivery and Completion Schedules and any other requirements of the RFQ as per Schedule.

### **Contract Award**

The Contract will be awarded to the Supplier/s who:

- a. offers the lowest evaluated price/s,
- b. technically compliant quotation, and
- c. guarantees delivery, in accordance with the delivery period/s
- d. in accordance with the Evaluation of Quotations above.

The Purchaser shall invite by the quickest means adproc.phcip@pspa.punjab.gov.pk, the successful Supplier/s for any discussion/negotiation that may be needed to conclude the contract or otherwise for contract signature.

The Purchaser shall communicate by the quickest means with the other Suppliers on its contract award decision. An unsuccessful supplier may request clarifications as to why its quotation was not determined to be successful. The Purchaser will address this request within a reasonable time.

### **Fraud and Corruption**

The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in the attachment to the Contract Conditions (Attachment A).

In further pursuance of this policy, the supplier shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and personnel, to permit the Bank 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 Bank.

On behalf of the Purchaser:

**Project Director**

Punjab Human Capital Investment Project

Punjab Social Protection Authority

Address: 78-79, D-New Muslim Town, Wahdat road, Lahore.

E-Mail: adproc.phcip@pspa.punjab.gov.pk

**Attachments:**

**Annex 1: Purchaser's Requirements**

**Annex 2: Quotation Form**

**Annex 3: Manufacturer Authorization Form**

**Annex 4: Contract Form**

# ANNEX 1: Purchaser's Requirements

## Technical Specifications

**Summary of Technical Specifications.** The Goods and Related Services shall comply with the following Technical Specifications and Standards:

<b>Server</b>	<b>Quantity</b>
Form Factor: 1U/2U Rack Server	03
Processor: 2x10 Core 2.7 GHz Intel Silver Processor 4410T or Higher	
Memory Capacity: (8 X 64GB) 64GB 2RX4 DDR5-4800 RDIMM Memory	
Hard Drives: Server should have the capability to support 12 hard drives. 8 drive bays must be included with 6x 1.92TB SSD SATA Read Intensive 6Gbps 2.5in Hot plug	
RAID Configuration & PCI Slots: RAID 0/1/5/6 must be supported with 2-GB Cache. PCIe Standard Slots	
Network Adapters:	
2 x 2-Port 10Gbps SFP+ along with MM SFP+ Module & 4 x 1GbE BASE-T	
Ports: Default USB 3.0 Ports, 1 Management Port, and 1 VGA/HDMI Rear Port	
Power Supply: Dual Hot-plug Power Supply Fully Redundant (1+1)	
FC Features: 2 x 2-Port 16-Gbps HBA along with FC SFP+ module for connectivity to SAN	
OS: Windows Server 2022 or latest Standard Edition (2x10 Core)	
03 years NBD Warranty The server should have a rack mount kit along with cable arms, trays, and other accessories along with complete installation.	
<b>Virtualization</b>	<b>Quantity</b>
<ul style="list-style-type: none"> <li>• Server virtualization and consolidation with centralized management for 2 sockets.</li> <li>• No virtual machines creation limit and no limited processors license kit will be accepted.</li> <li>• Must have Virtual Switch feature and should be enabled.</li> <li>• Quoted Virtualization Software must have DRS and HA Function.</li> <li>• Single datastore must be attached with multiple servers.</li> <li>• Virtualization software license is not subject to a six sockets/processors limitation and can be extended licenses without change in license type.</li> <li>• The virtualization platform should provide graphical displays of virtual switches, centralized displays of port usage, and detailed information and real-time monitoring of traffic by clicking on virtual switch ports providing a visual monitoring interface to reduce operational difficulties and quickly understand network traffic.</li> </ul>	01



<ul style="list-style-type: none"> <li>• Virtualization software must support stateful failover.</li> <li>• Virtualization software must be of the same brand as the server.</li> </ul>	
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<b>Core Switch</b>	<b>Quantity</b>
Fully Managed Layer 3 Switch with BGP support	01
Should have 24x10/100/1000 RJ45 interfaces or higher along with 4x10GE SFP+ ports for uplink and 10G MM SFP+ Module for all SFP+ ports.	
Switch must have minimum 170 Gbps switching capacity or Higher	
Switching performance to be min 95Mbps or Higher	
RAM: min 1 GB or Higher	
Flash: min 512MB or higher	
Redundant Power Supplies must be included.	
IPv4 ARP entries should be 8000 or higher.	
IPv4 routing entries should be 12000 or higher.	
Should support stacking of local and remote devices through standard Ethernet interfaces. Should support stacking of 9 switches or more.	
3 years NBD warranty.	
Ability to be a logical extension of the existing infrastructure allowing for centralized management of both network security and access layer functions through a single interface.	

## ANNEX 2: Quotation Forms

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

<b>To:</b>	<b>Punjab Human Capital Investment Project- PSPA</b>
<b>Purchaser's Representative:</b>	Mr. Ali Shahzad
<b>Title/Position:</b>	Project Director, PHCIP- PSPA
<b>Address :</b>	Punjab Social Protection Authority, 78/79, D-New Muslim Town, Wahdat Road, Lahore
<b>RFQ Ref No.:</b>	PK-PSPA-443868-GO-RFQ
<b>Date of Quotation:</b>	09-09-2024

**Dear Mr. Ali Shahzad,**  
Project Director, PHCIP- PSPA

### SUBMISSION OF QUOTATION

#### 1. Conformity and no reservations

In response to the above named RFQ we offer to supply the Goods, 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

If awarded the Contract, the Goods and Related Services that we supply shall be sourced from an eligible country.

We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers 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.

### 3. Quotation Price

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

### 4. Quotation Validity

Our Quotation shall be valid for 60 days specified in the RFQ, and it shall remain binding upon us and may be accepted at any time before it expires.

### 5. Performance Security

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

### 6. 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.

### 7. 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]*

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## **ANNEX 3: Manufacturer's Authorization / Authorized Dealer's Authorization Form**

*[The Supplier shall require the Manufacturer / Authorized Dealer's to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer / Authorized Dealer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer / Authorized Dealer.]*

Date: *[insert date (as day, month and year) of Quotation submission]*  
RFQ No.: *[insert number of RFQ process]*

To: *[insert complete name of Purchaser]*

### **WHEREAS**

We *[insert complete name of Manufacturer/ Authorized Dealer]*, who are official manufacturers / Authorized Dealer of *[insert type of goods manufactured / Goods]*, having factories at *[insert full address of Manufacturer's factories / Authorized Dealer]*, do hereby authorize *[insert complete name of the Supplier]* to submit a quotation the purpose of which is to provide the following Goods, manufactured / Supplied by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 20 of the Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer / Authorized Dealer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer / Authorized Dealer]*

Title: *[insert title]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

## Price Schedules

*[The following forms may be used by the Supplier for submitting its quotation. The forms may also be used for the contract subsequent to any negotiations.]*

Name of Supplier \_\_\_\_\_ . RFQ Number PK-PSPA-443868-GO-RFQ. Page \_\_\_\_\_ of \_\_\_\_\_.

Sr. No	Item with Specification	Quantity	DDP Unit Price (PKR) (without all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)	DDP Unit Price (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)	Total Cost (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)
1	2	3		5	6
1					
2					
3					
4					
5					
6					
7					
8					

It is hereby confirmed that the specifications of offered items are fully compliant to the technical specifications provided in RFQ document.

Name of Supplier / Firm:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Date: \_\_\_\_\_

Seal:

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## ANNEX 4: Contract Form

### Contract Agreement

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

BETWEEN

- (1) ***Punjab Human Capital Investment Project*** a Project of Punjab Social Protection Authority, Government of the Punjab, and having its principal place of business at 78/79, D-New Muslim Town, Wahdat Road, Lahore, (hereinafter called “the Purchaser”), of the one part, and
- (2) [ *insert name of Supplier* ], a corporation incorporated under the laws of [ *insert: country of Supplier* ] and having its principal place of business at [ *insert: address of Supplier* ] (hereinafter called “the Supplier”), of the other part :

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

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Letter of Award of Contract
  - (b) the Supplier’s quotation
  - (c) Conditions of Contract
  - (d) the Purchaser’s Requirements (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 Supplier as specified in this Agreement, the Supplier 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 Supplier 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 Supplier, electronic signature of the Contract Agreement such as using DocuSign is recommended.]*

**For and on behalf of the Purchaser:**

Signed: *[insert signature]*

in the capacity of **Project Director, Punjab Human Capital Investment Project-PSPA**

in the presence of **Additional Director Procurement**

**For and on behalf of the Supplier:**

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

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

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

## Conditions of Contract

<b>1. Definitions</b>	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> <li>(a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</li> <li>(b) “CC” means the Conditions of Contract.</li> <li>(c) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.</li> <li>(d) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.</li> <li>(e) “Contract Price” means the price payable to the Supplier as specified in CC 8.1, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.</li> <li>(f) “Day” means calendar day.</li> <li>(g) “Completion” means the fulfillment of the Related Services, as applicable, by the Supplier in accordance with the terms and conditions set forth in the Contract.</li> <li>(h) “CC” means the Conditions of Contract.</li> <li>(i) “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.</li> <li>(j) “Party” means the Purchaser or the Contractor, as the context requires, and “Parties” means both of them.</li> <li>(k) “Purchaser” means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2.</li> <li>(l) “Purchaser’s Country” is the country specified in the CC 2.</li> <li>(m) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training</li> </ul>
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		<p>and initial maintenance and other such obligations of the Supplier under the Contract, as applicable.</p> <p>(n) “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.</p> <p>(o) “Supplier” means the person, private or government entity, or a combination of the above, whose Quotation to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.</p> <p>(p) “The Project Site,” where applicable, means the place named in the CC.</p>
2. <b>Purchaser, Purchaser’s Country, Project Site/Final Destination</b>	2.1 2.2 2.3	<p>The Purchaser is: Punjab Health Capital Investment Project, Punjab Social Protection Authority - Government of the Punjab</p> <p>The Purchaser’s Country is: Pakistan</p> <p>The Project Site Final Destination is: PHCIP-PSPA, 78-79, D-New Muslim Town, Wahdat Road, Lahore</p>
3. <b>Incoterms</b>	3.1	The edition of Incoterms that shall apply is: incoterms 2020
4. <b>Notices and Addresses for notices</b>	4.1	<p>Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt.</p> <p><b><u>Address for notices to the Purchaser:</u></b></p> <p>Project Director PHCIP-PSPA 78-79, D-New Muslim Town, Wahdat Road, Lahore</p> <p><b><u>Address for notices to the Supplier:</u></b></p> <p><i>[insert the name of officer authorized to receive notices]</i> <i>[title/position]</i> <i>[department/work unit]</i> <i>[address]</i> <i>[Electronic mail address]</i></p>
5. <b>Governing Law</b>	5.1	The Contract shall be governed by and interpreted in accordance with the laws of “the Purchaser’s Country”,
6. <b>Settlement of Disputes</b>	6.1	In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser’s Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser’s Country.

<b>7. Shipping and other documents to be provided</b>	7.1 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.
<b>8. Contract Price</b>	8.1 The Contract Price is specified in Price Schedule. 8.2 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.
<b>9. Terms of payment</b>	9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: 9.2 Hundred (100) percent payment shall be made in PKR within thirty (30) days of presentation of claimed invoice along with supporting documents indicating acceptance of all items & on-time delivery of supplies.  Following supporting documents are required with the bill/payment invoice: i. Sales tax invoice ii. Exemption certificate if applicable iii. Delivery Challan indicating date, quantity and specification of delivered items v. A certificate of completion order from the Purchaser declaring that the supply of Goods at designated sites have been delivered and accepted by Purchaser.
<b>10. Taxes and Duties</b>	10.1 If, after the signing of this Contract, there is any change in the applicable law in the Client's country with respect to taxes and duties which increases or decreases in the goods/services supplied by the supplier, then the contract price payable to the Supplier under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the Contract price amount specified in Clause 9. 10.2 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. 10.3 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. 10.4 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the

	Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
<b>11. Performance Security</b>	<p>11.1 The Supplier shall, within fifteen (15) days of the notification of contract award, provide a performance security for the performance of the Contract.</p> <p>11.2 The amount of the Performance Security shall be 10% of Contract Price, denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser. The Performance Security shall be in the form of the attached Performance Security.</p> <p>11.3 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>11.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than fourteen (14) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise.”]</p>
<b>12. Subcontractors</b>	12.1 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.
<b>13. Specifications and Standards</b>	13.1 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.
<b>14. Packing, marking and documentation</b>	14.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
<b>15. Insurance cover</b>	15.1 Not Applicable

<b>16. Transportation</b>	<p>16.1 Responsibility for transportation of the Goods shall be as specified in the Incoterms.</p> <p>If not in accordance with Incoterms, responsibility for transportations shall be as follows: <i>[insert</i> “The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser’s Country, defined as the Project Site. Transport to such place of destination in the Purchaser’s Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p>
<b>17. Site of inspections and tests</b>	<p>17.1 The inspections and tests shall be conducted at: PHCIP-PSPA, 78-79, D-New Muslim Town, Wahdat Road, Lahore</p>
<b>18. Delivery Date and Completion Date</b>	<p>18.1 The Delivery Date of the Goods shall be: as per the Delivery Period mentioned in RFQ document.</p>
<b>19. Liquidated damages and bonuses</b>	<p>19.1 The liquidated damage shall be 0.5% of the price of the delayed Goods for each week or part thereof of delay until actual delivery or performance.</p> <p>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 26.</p>
<b>20. Warranty</b>	<p>20.1 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.</p> <p>20.2 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.</p> <p>20.3 The warranty shall remain valid for 36 months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination, or for <i>[insert number]</i> months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.</p> <p>20.4 The period for repair or replacement after being notified of the defect by the Purchaser shall be 07 days.</p> <p>20.5 If having been notified, the Supplier fails to remedy the defect within the period specified in CC 20.4, 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</p>

		without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
<b>21. Copyright</b>	21.1	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.
<b>22. Fraud and Corruption</b>	22.1	The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment A to the Conditions of Contract.
	22.2	The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the request for quotations or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
<b>23. Inspections and Audit by the Bank</b>	23.1	Pursuant to paragraph 2.2 e. of the attachment to the Conditions of Contract, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the request for quotations process and/or execution of Contract. The Supplier's and its subcontractors attention is drawn to CC 22.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
<b>24. Limitation of Liability</b>	24.1	Except in cases of criminal negligence or willful misconduct, <ul style="list-style-type: none"> <li>(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</li> <li>(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</li> </ul>

	<p>limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.</p>
<p><b>25. Force Majeure</b></p>	<p>25.1 The Supplier shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>25.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes.</p> <p>25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p> <p>25.4 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party.</p>
<p><b>26. Termination</b></p>	<p>26.1 Termination for Default</p> <p>The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <ul style="list-style-type: none"> <li>(i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser;</li> <li>(ii) if the Supplier fails to perform any other obligation under the Contract; or</li> </ul>

- (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.

#### 26.2 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:
- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed 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

## Fraud and Corruption

*(Text in this Appendix shall not be modified)*

### 1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

### 2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); suppliers (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.



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- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
  - c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
  - d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
  - e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) Suppliers (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

<sup>2</sup> A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the Supplier in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the Supplier to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

<sup>3</sup> Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

# Performance Security Form

## (Bank Guarantee)

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

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[insert name and Address of Purchaser]*

**Date:** *[Insert date of issue]*

**Performance Guarantee No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

**Contract No.:** *[insert Purchaser's reference for the specific Contract]*

We have been informed that \_ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into a Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of \_ *[insert name of contract and brief 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 Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (\_\_\_\_\_) *[insert amount in words]*,<sup>1</sup> such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... Day of ....., 2...<sup>2</sup>, and any demand for payment under it must be received by us at this office indicated above on or before that date.

<sup>1</sup> The Guarantor shall insert an amount representing the percentage of the contract Amount denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

<sup>2</sup> Insert the date twenty-eight days after the expected completion date as described in CC 11. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

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*[signature(s)]*

***Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.***

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## Sample Letter of Award of Contract

*[modify as appropriate]*

*[use letterhead paper of the Purchaser]*

*[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**