

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



Contract Title: Procurement of Printers, Tonners, Monitors/LEDs, CCTV Cameras, Smart Phones, Hard Drives, USBs (Lot 1 to Lot 5)

Reference No. PK-PSPA-471315-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 Printers, Tonners, Monitors/LEDs, CCTV Cameras, Smart Phones, Hard Drives, USBs (Lot 1 to Lot 5). Accordingly, separate sealed quotations are invited from the local bidders for Lot 1 – Lot 5.

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 bidders as defined in the Procurement Regulations.

PHCIP-PSPA now invites sealed quotations from eligible suppliers Manufacturers/Authorized Dealers (for Lot-1) and General Order Suppliers (for Lot 2, 3, 4 & 5) for the supply of IT Equipment for the PHCIP-PSPA Head Office Lahore. The desired quantities/requirements for each Lots are as follows:

Lot #	Items Name	Qty	Lot #	Items Name	Qty
	Printer B&W	16		Smart Phones	10
I. Person	Toners	25	4.	Sman Phones	
2.	External LED Monitor	11		Miscellaneous IT peripherals	
	CCTV Cameras	- 28	5.	<ul> <li>Portable Hard Drive</li> </ul>	06
3.	Ethernet Cable per meter	840 meters (Estimated)	_	USB Drive	15

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 on submission of written application on company letterhead. The advertisement and RFQ documents shall also be available on website <a href="https://pspa.puniab.gov.pk/">https://pspa.puniab.gov.pk/</a>

Quotations, duly accompanied by a "Quotation Security" @ 2% of total quoted value in shape of a pay order/demand draft/call deposit from nationalized/Schedulod 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 12th February, 2025. 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

Email: adproc.phcip@pspa.punjab.gov.pk

IPL-334 Web-site: http://pspa.punjab.gov.pk/

# **Request for Quotations**

# Procurement of Printers, Tonners, Monitors/LEDs, CCTV Cameras, Smart Phones, Hard Drives, USBs

Ref No: PK-PSPA-471315-GO-RFQ

**Project:** Punjab Human Capital Investment Project

Purchaser: PMU- Punjab Human Capital Investment Project - Punjab Social

Protection Authority

Country: Pakistan

Issued on: 24th January, 2025

## **Scope of Work:**

## **Supply of Office Equipment**

**Lot 1:** Printer B&W and Toners

Lot 2: External Monitors Lot 3: CCTV Cameras Lot 4: Smart Phones

Lot 5: Miscellaneous IT peripherals

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## **Request for Quotations**

RFQ Ref No.: PK-PSPA-471315-GO-RFQ

RFQ Date: 24<sup>th</sup> January, 2025

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

This RFQ is for the procurement of Goods and the 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 Printers, Tonners, Monitors/LEDs, CCTV Cameras, Smart Phones, Hard Drives, USBs (Lot 1 to Lot 5**). For this contract, the Borrower shall process the payments using the Open Competition method, as defined in the World Bank's "Procurement Regulations for IPF Borrowers" July 2016 Revised November 2017 and August 2018 ("Procurement Regulations"), concluded through this RFQ Procurement process.

The Procuring Agency now invites sealed Quotations from eligible Suppliers Manufacturers/Authorized Dealers (for Lot-1) and General Order Suppliers (for Lots 2, 3, 4 and 5), having valid NTN & STRN and placed on Active Taxpayers List (ATL) of FBR; with a minimum of three (03) years of experience in supplies of similar nature equipment's. Should have a documented track of supplying at least three (03) similar (PO/Contract agreement) assignments, during the last three (03) years.

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.

#### Validity of offers

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

#### **Blacklisted**

The Offeror shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the World Bank. The Offeror must not be blacklisted from World Bank – Undertaking of no black-listing to be provided on non-judicial stamp paper of appropriate value.

## **Delivery Period**

All items mentioned against each lot must be delivered and installed within 30 days from the signing of the contract. The offeror will be responsible for delivery of Lots 1, 2, 4 and 5 at PHCIP-PSPA, Head Office-78/79, D-New Muslim Town, Wahdat Road, Lahore. Lot -3 (CCTV cameras) must be delivered and installed at the Head Office and Regional Offices (Bahawalpur, Muzaffargarh, Rahim Yar Khan, Rajanpur, D.G Khan, Layyah, Bhakkar, Mianwali, Khushab, Lodhran, Bahwalnagar, and Kot Addu).

#### **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 for each Lot (Lot 1 to Lot 5), 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 and Regional Offices (Bahawalpur, Muzaffargarh, Rahim Yar Khan, Rajanpur, D.G Khan, Layyah, Bhakkar, Mianwali, Khushab, Lodhran, Bahwalnagar, and Kot Addu).
- (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** 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 without identifying its source.

### **Quotation Security**

a. Quotation Security @ 2% of Quoted Value for each lot must be attached in shape of a Bank Draft/Pay Order/Demand Draft from a nationalized/Scheduled Bank in Pakistan in the name of Project Director PHCIP-PSPA. The quotation found deficient of the Bid Security amount shall be rejected.

b. The quotation security to the unsuccessful offerors shall be returned immediately after signing of the contract agreement to the lowest evaluated responsive offeror and in case of a successful offeror, quotation security will be released upon submission of performance security for the 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  $12^{th}$  February 2025, 15:00hrs.

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 Schedule and any other requirements mentioned in the RFQ.

#### **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 schedule.

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.

The Purchaser shall publish a contract award notice on its website with free access, if available, or in a newspaper of national circulation or UNDB online, within 15 days after award of contract or as soon as practicable thereafter. The information shall include the name of the successful Supplier,

the Contract Price, the Contract duration, summary of its scope and the names of the Suppliers and their quoted and evaluated prices.

## 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	be	hal	f	of	the	P	urc	has	er

**Signature:** 

Name:

**Title/position:** 

#### **Attachments:**

**Annex 1: Purchaser's Requirements** 

**Annex 2: Quotation Form** 

**Annex 3: Contract Forms** 

## **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:

## **Lot 1: -**

Printer Black & Whi	te	
Items	Description	Qty
Memory:	Min 16 MB or higher	
Input capacity:	Min100 sheets or higher.	
Output capacity:	Min 100 sheets or higher.	
Type:	LaserJet	
Printing:	Duplex	
Print Speed:	Min 20 pages per minute (ppm)	
Connectivity	1-Wired: USB 2.0/3.0, Ethernet 2-Wireless: Wi-Fi, Wi-Fi Direct 3-Mobile Printing, 4-Network protocols: TCP/IP, SNMP, HTTP, HTTPS, IPv4, IPv6	16
Supported Operating Systems:	Windows, macOS and Linux etc.	
Supported Paper Sizes:	Letter, Legal, A4 etc.	
Installation & Warranty	Installation, configurations and integrations with technical support including manufacture warranty to be of 1 year from the date of delivery.	
Extra Toners: OEM	Toner of the same model	25

## **Lot 2: -**

<b>External LED Mon</b>	itor	Quantity
Display Size:	Min 27 Inch or higher.	
Screen Type:	Flat	
Resolution:	Min 4K UHD (3840 x 2160) or higher.	
Ports:	Min 1 HDMI or higher	
Stand:	Adjustable Stand	11
HDMI Cable:	Min 5ft or higher	
Installation &	Included all kinds of installation, configurations and	
Warranty	integrations with technical support including Manufacture	
vv arranty	Warranty to be of 1 year from date of delivery.	

## <u>Lot 3: -</u>

CCTV Cameras	CCTV Cameras				
Items	Description	Quantity			
Pixel:	Min 4 MP or higher				
Type:	Bullet Camera				
Technology:	Wide Dynamic Range (WDR)	-			
Video Compression:	H.265/H.264				
Frame Rate:	Up to 25 fps Frame Rate	-			
Reset Button	Yes				
Built-in Mic & Speaker including 110dB Siren Built-in Spotlight	Yes				
Power Supply Options:	Power over Ethernet (POE) and DC power input				
Connectivity:	Both wired and Wireless Connectivity	28			
Local Storage:	min 256 GB or higher with original SD Card or higher with Built-in Micro SD Card Slot				
Motion Detection	Yes				
Configurable Region	Yes				
Human Detection	Yes	=			
Remote Accessibility:	1-Accessible through Remote Access via Mobile APPS (Android or IOS) 2- Remote access via cloud without complex network configurations. 3- Free Cloud Storage for minimum of 48 hours of data				
Installation & Warranty	Included all kinds of installation, configurations and integrations with the office IT infrastructure including additional accessories per camera (Adapter Cover Box for protection, Cable length (Approx 30 meters for each camera but actual cable will used as per the requirement of connectivity) along with technical support including manufacturer warranty to be of 1 year.				

## Lot 4: -

<b>Smart Phones</b>		Quantity
Type	PTA Approved	
Internal Storage Capacity	min 512GB or higher	
Internal RAM:	min 12 GB or higher	10
Screen Size:	6.8 Inches	10
O.S:	Android Latest Version	
Chipset:	Qualcomm SM8650-AC Snapdragon 8 Gen 3 (4 nm): 8-core (1x3.39GHz Cortex-X4 & 3x3.1GHz Cortex-A720	

	& 2x2.9GHz Cortex-A720 & 2x2.2GHz Cortex-A520);
	, ·
	Adreno 750 (1 GHz) or equivalent.
	Wide (main): 200 MP, f/1.7, 24mm, 1/1.3", 0.6μm, multi-
	directional PDAF, Laser AF, OIS; Ultra wide angle: 12
	MP, f/2.2, 13mm, 120°, 1/2.55", 1.4μm, Dual Pixel
Rear Camera:	PDAF, Super Steady video; Telephoto: 10 MP, f/2.4,
	67mm, 1/3.52", 1.12µm, Dual Pixel PDAF, OIS, 3x
	optical zoom; Telephoto: 50 MP, f/3.4, 111mm, PDAF,
	OIS, 5x optical zoom or equivalent.
Enout Comono.	12 MP, f/2.2, 26mm (wide), Dual Pixel PDAF or
Front Camera:	equivalent.
C	Wireless DeX; Ultra Wideband (UWB) support; S Pen
Connectivity:	stylus (Bluetooth integration, accelerometer, gyro).
Warranty	01 Year manufacturer warranty.

## <u>Lot 5: -</u>

Items	Description	Qty
<b>External Drive</b>		
Portable Hard Drive (4 TB or Higher)	1- Handy in Size 2-Color: Black 2-Storage of min 4TB or higher 2-PLUG N PLAY (NO Software Driver needed) 3- USB 3.0 Interface 4- Compatible with Windows and Mac Warranty: 01 Year manufacturer warranty. The supplier shall provide the warranty card.	06
Flash Drive		
USB Drive (64 GB)	Durable 64GB USB flash drives with fast read/write speeds, compatible with interface 3.0 or higher for quick data transfers and reliable storage solutions.  Warranty: 01 Year manufacturer warranty. The supplier shall provide the warranty card.	15

## **ANNEX 2: Quotation Forms**

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

To:	Punjab Human Capital Investment Project- PSPA
Purchaser's Representative:	Mr. Ali Shehzad
Title/Position:	Project Director, PHCIP- PSPA
Address:	Punjab Social Protection Authority, 78/79, D-New Muslim Town, Wahdat Road, Lahore
RFQ Ref No.:	PK-PSPA-471315-GO-RFQ
Date of Quotation:	12-02-2025

## Dear Mr. Tariq Mahmood,

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 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 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]

# Price Schedules

	Supplier			SPA-471315-GO-RFQ. Page	
Lot No	Item with Specification	Quantity	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)	Delivery Timelines
1	2	3	5	6	
Lot # 1	Printer Black & White	16			
	OEM Toner	25			
Lot # 2	External LED Monitors	11			
	CCTV Cameras	28			
Lot # 3	Ethernet Cable per meter	840 meters (Estimated)			
Lot # 4	Smart Phones	10			
Lot # 5	Portable Hard Drive (4 TB or Higher)	6			
	USB Drive (64 GB)	15			
pecificat	eby confirmed the cions provided in F	_		fully compliant to the technic	cal
			_		
			_ Signature_		
Date:			 Seal:		

## **ANNEX 3: Contract Forms**

## **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 and Delivery Schedule)
  - (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**

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

- (a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (b) "CC" means the Conditions of Contract.
- (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.
- (d) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (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.
- (f) "Day" means calendar day.
- (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.
- (h) "CC" means the Conditions of Contract.
- (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.
- (j) "Party" means the Purchaser or the Contractor, as the context requires, and "Parties" means both of them.
- (k) "Purchaser" means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2.
- (l) "Purchaser's Country" is the country specified in the CC 2.
- (m) "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.
			(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.
			(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) "The Project Site," where applicable, means the place named in the CC.
2.	Purchaser, Purchaser's	2.1	The Purchaser is: Punjab Health Capital Investment Project, Punjab Social Protection Authority - Government of the Punjab
	Country, Project Site/Final	2.2	The Purchaser's Country is: Pakistan
	<b>Destination</b>	2.3	The Project Site Final Destination is:
			Lot 1, 2, 4 and Lot 5 will be delivered at PHCIP-PSPA, Head Office-78/79, D-New Muslim Town, Wahdat Road, Lahore.
		2.4	Lot -3 (CCTV cameras) will be delivered at Head Office and Regional Offices (Bahawalpur, Muzaffargarh, Rahim Yar Khan, Rajanpur, D.G Khan, Layyah, Bhakkar, Mianwali, Khushab, Lodhran, Bahwalnagar, and Kot Addu)
3.	Incoterms	3.1	The edition of Incoterms that shall apply is: incoterms 2020
4.	Notices and Addresses for notices	4.1	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.
			Address for notices to the Purchaser:
			Project Director PHCIP-PSPA 78-79, D-New Muslim Town, Wahdat Road, Lahore
			Address for notices to the Supplier:
			[insert the name of officer authorized to receive notices]
			[title/position]
			[department/work unit] [address]
			[Electronic mail address]

5.	Governing Law	5.1	The Contract shall be governed by and interpreted in accordance with the laws of "the Purchaser's Country",
6.	Settlement of Disputes	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.
7.	Shipping and other documents to be provided	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.
8.	<b>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.
9.	Terms of payment	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 & ontime 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.
10.	Taxes and Duties	10.1	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.
		10.2	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.
		10.3	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.
11. Performance Security	11.1	"The Supplier (Lot-1 to Lot-3) shall, within ten (15) of days of the notification of contract award, provide a performance security for the performance of the Contract
		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.
		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 or in any other form acceptable to the Purchaser.
		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."]
12. Subcontractors	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.
13. Specifications and Standards	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.
14. Packing, marking and documentation	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.
15. Insurance cover	15.1	Not Applicable

16 Tuengneutetien	16 1	Decomposibility for transportation of the Coods shall be as
16. Transportation	16.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
		If not in accordance with Incoterms, responsibility for transportations shall be as follows: [insert "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.
17. Site of inspections and tests	17.1	The inspections and tests shall be conducted at: PHCIP-PSPA, 78-79, D-New Muslim Town, Wahdat Road, Lahore
18. Delivery Date and Completion Date	18.1	The Delivery Date of the Goods shall be: as per the Delivery Period mentioned in RFQ document.
19. Liquidated damages and bonuses	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.
		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.
20. Warranty	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.
	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.
	20.3	The warranty shall remain valid for 12 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 [insert number] months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.
	20.4	The period for repair or replacement after being notified of the defect by the Purchaser shall be 07 days.
	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

		without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.						
21. Copyright	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.						
22. Fraud and Corruption	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.						
23. Inspections and Audit by the Bank	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).						
24. Limitation of Liability	24.1	Except in cases of criminal 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.
25. Force Majeure	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.
	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.
	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.
	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.
26. Termination	26.1	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.

### 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.

# 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; (ii) to be a nominated 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.

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 subcontractor, 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.

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.

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**

## (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], 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 .....,  $2...^2$ , and any demand for payment under it must be received by us at this office indicated above on or before that date.

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.

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	s subj	ject to	the Ur	niforr	n Rı	iles for Den	nand Guara	antees	(URDG)	2010	Re	vision,
ICC Publication	No.	758,	except	that	the	supporting	statement	under	Article	15(a)	is	hereby
excluded.												

[signature(s)]

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

# **Sample Letter of Award of Contract**

[modify as appropriate]

[use letterhead paper of the Purchaser]

**Attachment: Contract**