

- The Government of Khyber Pakhtunkhwa has received Grant from the Multi Donor Trust Fund (MDTF) towards the cost of World Bank administered Economic Revitalization Khyber Pakhtunkhwa. It is intended to apply the part of the proceeds of this grant to eligible payments for the Procurement of IT/office equipment.
- The Project Management Unit Economic Revitalization of Khyber Pakhtunkhwa (ERKP) now invites sealed quotations from eligible Bidders / suppliers for the supply, installation and commissioning of IT/office equipment. Detailed tender documents including specification and criteria may be downloaded from the following websites <u>www.reconnectpakistan.com.pk, www.kptourism.com & www.egjc.gov.pk</u>

Sr. #	Description	Specification	Qty
		1. Laptop	05
01	Procurement of IT Equipment	2. Desktop Computer	02
	Trocarement of TT Equipment	3. Tablets	02
		4. Heavy Duty Color Printer	02
		1. Drone Camera	01
	Procurement of Office Equipment	2. DSLR Camera with Lenses	02
		3. Multimedia Projector with screen 6x8	02
0.2		4. Video Conference System with 65inc LED	02
02		5. Speaker and Mic	02
		6. GPS	03
		7. Split AC	02
		8. Vacuum Cleaner	02
		9. Plotter for printing on scale drawing	01

TERMS & CONDITION OF TENDER:

- Interested eligible/registered suppliers may obtain further information from Project Director, Project Management Unit-ERKP, House#46 D-3, Old Jamrud Road, University Town Peshawar, Ph: 091-9218051.
- 4. Process will be conducted through shopping mode as defined in the World Bank Procurement Guidelines "procurement of goods, works and non-consulting services under IBRD loans and IDA credits & grants by World Bank borrowers (January 2011) (revised July 2014)" and is open to all eligible bidders as defined in the World Bank Procurement Guidelines.
- 5. Evaluation will by carried out item by item.
- 6. Last date of quotation submission is **01st April, 2022** at 2:00 hrs.
- The offerors are requested to give their best and final prices including all applicable taxes as no negotiations will be allowed at later stage. In complete and late bids will not be entertained.

The address(es) referred to above is: Project Director –Project Management Unit (PMU-ERKP) House # 46 D-3, Old Jamrud Road, University Town Peshawar. Phone: +92 091-9218051, Email: pmuerkf@gmail.com

Procurement Officer PMU (ERKP)

27x4







REQUEST FOR QUOTATIONS

Country:	Pakistan		
Name of Project: Economic Revitalization of Khyber Pakhtunkhwa (l			
Contract title:	Procurement of IT Equipment for Directorate of Archaeology		
	& Museum		
Grant No:	TF-A 4251		
Project ID:	P 160445		
Posting Date	18 th March 2022		

The Government of Khyber Pakhtunkhwa has received Grant from the Multi Donor Trust Fund (MDTF) towards the cost of World Bank administered Economic Revitalization Khyber Pakhtunkhwa. It is intended to apply the part of the proceeds of this grant to eligible payments for the **Procurement of IT Equipment**.

2. The Project Management Unit Economic Revitalization of Khyber Pakhtunkhwa (ERKP) now invites quotations from eligible bidders for the items as per details given below;

Sr #	Item	Specification	Qty.
1	Laptop	15.6-inch Full HD, 11th Generation, Core i7 or higher, 1-TB- SSD M2 or higher, 16 GB Ram or higher.	05
2	Desktop Computer	Latest professional computers that support 3D rendering and other architectural software Core i9, 11th Gen or higher, 64 GB DDR4 Ram or higher, 1TB NVMe M.2 SSD or higher, 1TB Hard Drive or higher, 27 inches FHD screen or higher, Graphics card 8 GB 3070. Dual Power supply 850 Watt or higher. Wifi, with mouse & Keyboard.	02
3	Tablets	Screen size: 12.9" liquid Retina Display, Camera: 12 Mega Pixel, M1 chip, Capacity 128GB or higher, Touch pen: (Magnetically attaches and pairs, flat edge) 2nd Generation.	02
4.	Heavy Duty Color Printer	Printing Method: inkjet, Nozzle Configuration: 90 Nozzles Black, 90 Nozzles per Color, Minimum Droplet Size: 1.5 pl, With Variable-Sized Droplet Technology, Ink Technology: Dye Ink, Printing Resolution: 5,760 x 1,440 DPI or higher, Printing Speed: 5.1 pages/min or higher, 5 pages/min Color, Printing Speed: 12 Seconds per 10 x 15 cm photo, 38 pages/min Color, 37 pages/min Monochrome, Color: Light Magenta, Magenta, Yellow, Light Cyan, Cyan, Black, Paper	02

Formats: A4, A5, A6, B5, C6, Letter/Legal, Duplex: Manual,	
Output Tray Capacity: 50 Sheets, Paper Tray Capacity: 120	
Sheets Standard, 20 Sheets Maxim 20 Photo Sheet or higher,	
Media Handling: Auto Sheet Feeder, Interfaces: USB, Wi-Fi.	

- 3. The Following is the qualification criteria:
 - i. The bidder/firm must be income Tax and Sales Tax Register and must be on active tax payer list of FBR.
 - ii. The bidder/firm must provide manufacturer or authorized dealership certificate of required item in Pakistan.
 - iii. Documented proof of at-least Three (3) years' experience in supplies of similar nature of items, the firm must provide purchase order /contracts & satisfactory report of the client.
 - iv. The bidder must provide undertaken of non-blacklisting that the firm is not blacklisted by any Government/ Semi Govt. organization in Pakistan and no litigation is under way by any organization on legal paper.
 - v. The Bidder must submit security declaration form with the bid on legal paper.
 - vi. The quotation must be signed & stamped.
 - vii. Non-compliance of the criteria will result in rejection of the quotation.
- viii. The estimated quantities mentioned in the RFQ may be increase or decrease 25% as per the requirement of the Project.

4. Interested suppliers may obtain further information from Project Director, Project Management Unit-ERKP, House#46 D-3, Old Jamrud Road, University Town Peshawar, Ph: 091-9218051.

5. Process will be conducted through shopping mode as specified in World Bank Guidelines: Procurement of goods, Works and non-consulting services under IBRD loans and IDA Credits and Grants by World Bank Borrowers (Procurement Guidelines January 2011 Revised July 2014) and is open to all eligible bidders as defined in the Procurement Guidelines. In addition, please to paragraph 1.6 & 1.7 setting forth the World Bank Procurement Guideline.

6. Last date of quotation submission is 1st April, 2022 **at 2:00 hrs.**

7. Evaluation of the mentioned items will be carried out item by item.

8. The bidders are requested to give their best and final prices including all applicable taxes as no negotiations will be allowed at later stage. In complete and late bids will not be entertained.

9. This RFQ can be downloaded from <u>www.reconnectpakistan.com</u>, <u>www.kptourism.com</u> & <u>www.egjc.gov.pk</u>.

The Address (es) referred to above is: Procurement Officer – Project Management Unit (PMU-ERKP) House#46 D-3, Old Jamrud Road, University Town, Peshawar. Ph: 091-9218051 Email: <u>pmuerkf@gmail.com</u>

Contract Agreement¹

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

BETWEEN

- (1) Project Management Unit ERKP, a Industries Commerce & Technical Education Project Govt. of Khyber Pakhtunkwa of Pakistan, and having its principal place of business at House no. 46/D-3 Old Jamrud road University Town Peshawar (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 :

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) Conditions of Contract
 - (b) the Purchaser's Requirements (including the Schedule of Requirements and Technical Specifications)
 - (c) the completed Schedules (including Price Schedules)
 - (d) 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 any]* and to remedy defects therein in conformity in all respects with the provisions of the Contract
- The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and [Related Services, *if any*] 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 *Islamic Republic of Pakistan* on the day, month and year indicated above.

¹ Within fifteen (15) days after contract signature or as soon as practicable thereafter, 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. The information shall include the name of the Supplier, the Contract Price, the Contract duration and a summary of its scope.

For and on behalf of the Purchaser:

Signed: [insert signature]

in the capacity of *[insert title or other appropriate designation]* in the presence of *[insert identification of two official witnesses]*

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 two official witnesses]

Conditions of Contract

1.	Definitions	1.1		following words and expressions shall have the meanings eby 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 CC8.1, 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.
			(1)	"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 if applicable is subcontracted by the Supplier. (o) "Supplier" means the person, private or government entity, or a combination of the above, whose offer 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: <i>Project Management Unit ERKP, Industries</i> <i>Commerce, & Technical Education Department</i>
	Country, Project Site/Final	2.2	The Purchaser's Country is: Pakistan
	Destination	2.3	The Project Site(s)/Final Destination(s) is/are: Project Management Unit ERKP House No. 46 D/3 Old Jamrud Road University Town Peshawar.
3.	Incoterms	3.1	The edition of Incoterms that shall apply is: DDP 2021 International Chamber of Commerce, Paris.
	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. A notice shall be effective when delivered or on the notice's effective date, whichever is later. <u>Address for notices to the Purchaser</u> : <i>Project Director</i> <i>Project Director</i> <i>Project Management Unit ERKP</i> <i>House No. 46-D/3 Old Jamrud Road University Town</i> <i>Peshawar</i> <i>pmuerkf@gmail.com</i> <u>Address for notices to the Supplier</u> : <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>
5.	Governing Law	5.1	The Contract shall be governed by and interpreted in accordance with the laws of <i>Islamic Republic of Pakistan</i> .
6	Sottlomont of	6.1	
6.	Settlement of Disputes	6.1	Contracts with Supplier national of the Purchaser's Country: 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.
		Details of Shipping and other Documents to be furnished by the Supplier are: [insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc.].
		The above documents shall be received by the Purchaser:
		 (i) before arrival of the Goods, if the mode of payment is through letter of credit if so specified in CC 9. If the documents are not received before arrival of the Goods, the Supplier will be responsible for any consequent expenses; or otherwise;
		(ii) on shipment.
8	Contract Price	8.1 The Contract Price is specified in Price Schedule 4.
		8.2 The unit Prices charged by the Supplier for the Goods supplied and the Related Services as applicable performed under the Contract shall not vary from the prices agreed in the Contract.
9	Terms of payment	14.6 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
		Payment for Goods and Services supplied from within the Purchaser's Country:
		Payment for Goods and Services supplied from within the Purchaser's Country shall be made <u>in <i>Pak Rupees</i></u> , as follows:
		 (i) On Acceptance: Hundred 100%percent of the Contract Price shall be paid within thirty (30) days of receipt of the Goods and upon submission of claim supported by the acceptance certificate issued by the 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		N/A
12 Subcontractors	12.1	The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in Supplier's offer. Such notification, in the original offer 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.
	14.2	The packing, marking and documentation within and outside the packages shall be: <i>[insert the type of packing required, the</i> <i>markings in the packing and all documentation required; or</i> <i>refer to the Technical Specifications]</i>
15 Insurance cover	15.1	N/A.
16 Transportation	16.1	Responsibility for transportation of the Goods DDP and is the supplier responsibility.
17 Site of inspections and tests	17.1	The inspections and tests shall be conducted at: <i>Project</i> Management Unit ERKP, "House No. 46-D/3, old Jamrud road University Town Peshawar.
18 Delivery Date and Completion Date	18.1	Project Site: Project Management Unit ERKP, "House No. 46- D/3, old Jamrud road University Town Peshawar
	18.2	The Delivery Date of the Goods shall be: 30days.

	18.3	The Completion Date of Related Services shall be: 30 Days after issuance of Purchase order.
19 Liquidated damages and bonuses	19.1	The liquidated damage shall be 0.5% of the price of the delayed Goods or unperformed Services] 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 <i>12</i> months after complete delivery of the Goods, and acceptance of the goods by the purchaser.
	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.
	20.6	For purposes of this warranty, the place(s) of final destination(s) shall be: <i>PMU-ERKP</i>
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 the attachment 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 direct contracting process 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 respect to the direct contracting process or contract execution. 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	24.1	Except in cases of criminal negligence or willful misconduct,
Liability		 (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,

	25.4	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. 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.

1. List of Goods and Delivery Period

Line Item N°	Description of Goods	Quantity required	Physical unit	Named Place of Destination (for DDP) or Named Place (for FCA)	<i>[As applicable]</i> Place of Final Destination (Project Site)	Applicable Incoterms (e.g. DDP, FCA EXW etc.)	Delivery Period from date of contract signature
1	Laptop	05	05	PMU ERKP	PMU ERKP	DDP	30 Days
2	Desktop Computer	02	02	PMU ERKP	PMU ERKP	DDP	30 Days
3	Tables	02	02	PMU ERKP	PMU ERKP	DDP	30 Days
4	Heavy Duty Color Printer	02	02	PMU ERKP	PMU ERKP	DDP	30 Days

List of Goods and Delivery Period

Delivery Schedule [If applicable- to be used if phased delivery is agreed]

			Total Quantity required	Delivery period and minimum quantity requirements							
Line	Description of Goods	Dhysical		Periods 1 :30 Days		Period 2 (N/A)		Period 3 ((N/A)			
Item N°		Physical unit		Minimum acceptable quantity	Maximum quantity required for period	Minimum acceptable quantity	Maximum quantity required for period	Minimum acceptable quantity	Maximum quantity required for period		
1	Laptop	05	05	100%	100%						
2	Desktop Computer	02	02	100%	100%						
3	Tables	02	02	100%	100%						
4	Heavy Duty Color Printer	02	02	100%	100%						

Service	Description of Service	Quantity required	Physical Unit	Place where Services shall be performed	Completion Period of Services
	[Installation& Commissioning	100%	100%		
1	Laptop	05	05	PMU-ERKP	30 Days
2	Desktop Computer	02	02	PMU-ERKP	30 Days
3	Tables	02	02	PMU-ERKP	30 Days
4	Heavy Duty Color Printer	02	02	PMU-ERKP	30 Days

1.2 List of Related Services and Completion Schedule

Technical Specifications

Sr #	Item	Specification
1	Laptop	15.6-inch Full HD, 11th Generation, Core i7 or higher, 1-TB-SSD M2 or higher, 16 GB Ram or higher.
2	Desktop Computer	Latest professional computers that support 3D rendering and other architectural software Core i9, 11th Gen or higher, 64 GB DDR4 Ram or higher, 1TB NVMe M.2 SSD or higher, 1TB Hard Drive or higher, 27 inches FHD screen or higher, Graphics card 8 GB 3070. Dual Power supply 850 Watt or higher. Wifi, with mouse & Keyboard.
3	Tables	Screen size: 12.9" liquid Retina Display, Camera: 12 Mega Pixel, M1 chip, Capacity 128GB or higher, Touch pen: (Magnetically attaches and pairs, flat edge) 2nd Generation.
04	Heavy Duty Color Printer	Printing Method: inkjet, Nozzle Configuration: 90 Nozzles Black, 90 Nozzles per Color, Minimum Droplet Size: 1.5 pl, With Variable-Sized Droplet Technology, Ink Technology: Dye Ink, Printing Resolution: 5,760 x 1,440 DPI or higher, Printing Speed: 5.1 pages/min or higher, 5 pages/min Color, Printing Speed: 12 Seconds per 10 x 15 cm photo, 38 pages/min Color, 37 pages/min Monochrome, Color: Light Magenta, Magenta, Yellow, Light Cyan, Cyan, Black, Paper Formats: A4, A5, A6, B5, C6, Letter/Legal, Duplex: Manual, Output Tray Capacity: 50 Sheets, Paper Tray Capacity: 120 Sheets Standard, 20 Sheets Maxim 20 Photo Sheet or higher, Media Handling: Auto Sheet Feeder, Interfaces: USB, Wi-Fi.

Price Schedule 1

Goods to be supplied from outside the Purchaser's country

1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP [insert place of destination] [as applicable, FCA (named place0]	CIP (or FCA as applicable Price per line item (Col. 5x6)	FOR CIP, [IF REQUIRED] Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in the invitation for direct contracting	Total Price per Line item (Col. 7+8)
[insert number of the item]	[insert name of good]	[insert country of origin of the Good]	[insert quoted Delivery Date quoted phased Delivery periods if applicable]	[insert number of units to be supplied and name of the physical unit]	[insert unit price CIP per unit]	[insert total CIP price per line item]	[insert the corresponding price per line item]	[insert total price of the line item]
<u> </u>	I	<u> </u>	<u> </u>		I	I	Total Price	

Price Schedule 2 Goods to be supplied from within the Purchaser's country

1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	/ IF REQUIRED/ Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination as specified in the invitation for direct contracting	<i>[if known]</i> Sales and other taxes payable per line item if Contract is awarded	Total Price per line item (Col. 6+7)
[insert number of the item]	[insert name of Good]	[insert quoted Delivery Date/ quoted phased Delivery dates if applicable]	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]
1								
2								
3								
4								
							Total Price	

Price Schedule 3

Related Services [If applicable]

1		2	3	4	5	6	7
Item No.	Item description	Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination)	Country of Origin	Completion Period at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
1		[insert name of Services]	[insert country of origin of the Services]	[insert Delivery Period at place of final destination per Service]	[insert number of items to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]
2							
3							
4							
						Total Price	

Price Schedule 4 Contract Price

The Contract Price for the supply and delivery of the Goods, and related Services is as follows:

Price Schedule	Amount
Goods: Price Schedule 1	
Goods: Price Schedule 2	
Goods: Price Schedule 3	
Related Services: Price Schedule 4	
Contract Price	

Manufacturer's Authorization

[The Supplier, who does not manufacture the Goods shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: [insert date (as day, month and year)] Direct Contracting No.: [insert reference number as applicable]

To: [insert complete name of Purchaser]

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of the Supplier]* to provide the following Goods, manufactured 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]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Dated on ______ day of ______, ____ [insert date of signing]

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); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of 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.

- 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 misprocurement, 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;² (ii) to be a nominated³ 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) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect⁴ 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

² 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.

³ A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

⁴ 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.

Form of Bid-Securing Declaration

Date: [insert date (as day, month and year)] RFB No.: [insert number of Bidding process] Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Employer]

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Employer for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

 Name of the Bidder*
 [insert complete name of person

 signing the Bid]
 [insert complete name of person

Name of the person duly authorized to sign the Bid on behalf of the Bidder** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid [insert complete title of the person signing the Bid]

Signature of the person named above[insert signature of personwhose name and capacity are shown above]

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

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid [Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bi







REQUEST FOR QUOTATIONS

Country:	Pakistan
Name of Project:	Economic Revitalization of Khyber Pakhtunkhwa (ERKP)
Contract title:	Procurement of Office Equipment for Directorate of
	Archaeology & Museum
Grant No:	TF-A 4251
Project ID:	P 160445
Posting Date	18 th March 2022

The Government of Khyber Pakhtunkhwa has received Grant from the Multi Donor Trust Fund (MDTF) towards the cost of World Bank administered Economic Revitalization Khyber Pakhtunkhwa. It is intended to apply the part of the proceeds of this grant to eligible payments for the **Procurement of Office Equipment**.

2. The Project Management Unit Economic Revitalization of Khyber Pakhtunkhwa (ERKP) now invites quotations from eligible bidders for the items as per details given below;

Sr #	Item	Specification	Qty.
1	Drone Camera	Thermal Camera, Resolution :48MP or above, 32× Digital Zoom or above, Flight height up-to 2000m or above, 30 Minutes flight time, RTK Module, with fly combo kit, color filter ultra- violate (Blue/Warm). Rotates up-to 360 degrees, Photo shooting of 7 or above images per second, Video capture resolution 1080p or above, with complete inbox accessories.	01
2	DSLR Camrea with lenses	50MP or higher CMOS mirror less full-frame camera, PixelDimensions 8688 x 5792 or higher, Shooting Modes Auto,Battery Rechargeable Battery, 4 K video, 128 GB SD card, fullsize bag,Lenses:i. 50mm F/1.8,ii. 70-200mm F/2.8iii. 24-70mm F/2.8iv. 14-35mm F/4v. 35mm vide angle.vi. 100mm F2.8L MacroAll the lenses should compatible with the camera.Light diffusers for professional photographers: (Qty:02):Material: Nylon, Standard reflectors with 180mm/ 7 inchesexterior diameter or higher, Color: White	02

		Light Reflectors: silver ,white and gold (Qty:02): Item Dimension (16x2x16) inches or higher	
		1 x Silver Reflective Fabric - 1 x Wave Gold Fabric - 1 x White Fabric - 6 x Curved Tubes - 6 x Attachment Knobs - 2 x Tension Rods - 1 x Adjustable Base Bracket - 1 x Carry Case - 1 x Glow Limited - 1x Flashpoint 7.2' Pro Air-Cushioned Heavy-Duty Light Stand	
		Light Box for Photography (Qty:02): Size: 80 x 80 x 80cm, Power: 80W or above, Material: Nylon Cloth, LED Quantity 2 x 78 PCS or above.	
		Tripods: (Qty:06): Height 70 inches or above, Material: Carbon fiber, Load Capacity: Head: 20kg or above, Tilt Range: +90 deg. /-75 deg or above	
3	Multimedia Projector	Effective image size 0.75"X 3 or above, Pixels (5000X2000x3) or above, Projection lens shift vertical +85% horizontal +/-30 or above, 2,500 lumens of equal color and white brightness or above, Full HD 1080p or above, dynamic contrast ratio: up to 60,000:1 or above, Wireless screen mirroring ,Throw ratio 2:1 to 3.5:1 or above, Ceiling stand for projector.	02
		Screen for projector:	
		Wall mounted, Size: 8x6 feet., Foldable "	
4.	Speaker & Mic	Power supply Power cable, Battery Playtime Up to 12 hours at typical listening volumes, Voice Assistant Integration Google Voice Assistant built in, Bluetooth connectivity, Speaker Configuration $1 \ge 1 \frac{1}{2}$ " full-range, Amplifier $1 \ge 40$ W, Frequency Range $35 - 24.300$ Hz., Maximum Sound Pressure Level @1m 91 dB SPL, Bass Capability 75 dB SPL,8 channel UHF wireless microphone or higher, frequency in 500MHz frequency band or higher, Long range operation of 290ft – 328ft line of sight or higher	02
5	Video Conference System with 65" LED	"Specification of 250rt "520rt inte of sight of higher "Specification for Video Conference System: ,Full HD 1080p WDR, 18X zoom or higher, With Speakerphone, 2M pixel sensor, Smart frame for automatic FOV adjustment to fit all participants ,True WDR up to 120 dB or higher: Superb backlight compensation technology for optimizing light balance in high- contrast conditions, Zoom: 18X total zoom or higher (12X optical zoom) Wide field of view (DFOV): 82°,Lens focal length: 3.9 mm (wide)–47.3 mm (tele) ,Lens F#: 1.8 (wide)–2.8 (tele),Mirror, flip, AE, white balance: auto, manual override via PTZApp, Minimum focus distance: 1.5 m with 65" LED TV	02
06	GPS	Dimensions: 3.6" x 7.2" x 1.3" (9.19 x 18.30 x 3.27cm) Display size: 2.55" W x 4.25" H (6.48 x 10.80cm); 5" (12.70cm) Display type: WVGA translative, dual orientation Display resolution: 480x800 pixels Weight: 14.5 oz (410g) with included lithium-ion battery pack Battery rechargeable, up-to 18 hours or higher	03

		Resistance thermal, shock, water, vibe	
		High-sensitivity receiver	
		Interface: high-speed micro USB compatible	
		16GB built-in memory or higher	
		Camera: 8 Mega pixel or higher."	
07	Split A/C	24,000 BTU 20 Ductless Mini Split AC with Enabled Smart	02
		Controller, Decibel Level (DBA) Indoor Unit: 33.5-47, Energy	
		Star No, Electrical 208/230V 1 Phase 60 Hz, System Tonnage 2	
		Ton, Mini-Split Type Wall Mounted, Zone Compatibility	
		Single Zone	
08	Vacuum Cleaner	Capacity 1.5L or above, Run time 240 minutes or above, Floor	02
		brush roll, carpet brush roll, Performance 200 watt or above,	
		Long pipe 5 feet or above	
09	Plotter for Printing	Multifunction 36-inch plotter Printer, Print Speed 40Second or	01
	on Scale Drawing	less, Wi-Fi Compatible, Ink Jet, Resolution: 2400 x 1200 dpi or	
		higher, High-Density Print head Technology, Scan Speed: 1.5	
		inch per second (color) or less, Scan resolution 600 Dpi or	
		higher. 4 colors or higher.	

3. The Following is the qualification criteria:

- i. The bidder/firm must be income Tax and Sales Tax Register and must be on active tax payer list of FBR.
- ii. The bidder/firm must provide manufacturer or authorized dealership certificate of required item in Pakistan.
- iii. Documented proof of at-least Three (3) years' experience in supplies of similar nature of items, the firm must provide purchase order /contracts & satisfactory report of the client.
- iv. The bidder must provide undertaken of non-blacklisting that the firm is not blacklisted by any Government/ Semi Govt. organization in Pakistan and no litigation is under way by any organization on legal paper.
- v. The Bidder must submit security declaration form with the bid on legal paper.
- vi. The quotation must be signed & stamped.
- vii. Non-compliance of the criteria will result in rejection of the quotation.
- viii. The estimated quantities mentioned in the RFQ may be increase or decrease 25% as per the requirement of the Project.

4. Interested suppliers may obtain further information from Project Director, Project Management Unit-ERKP, House#46 D-3, Old Jamrud Road, University Town Peshawar, Ph: 091-9218051.

5. Process will be conducted through shopping mode as specified in World Bank Guidelines: Procurement of goods, Works and non-consulting services under IBRD loans and IDA Credits and Grants by World Bank Borrowers (Procurement Guidelines January 2011 Revised July 2014) and is open to all eligible bidders as defined in the Procurement Guidelines. In addition, please to paragraph 1.6 & 1.7 setting forth the World Bank Procurement Guideline.

- 6. Last date of quotation submission is 1st April, 2022 **at 2:00 hrs.**
- 7. Evaluation of the mentioned items will be carried out item by item.

8. The bidders are requested to give their best and final prices including all applicable taxes as no negotiations will be allowed at later stage. In complete and late bids will not be entertained.

9. This RFQ can be downloaded from <u>www.reconnectpakistan.com</u>, <u>www.kptourism.com</u> & <u>www.egjc.gov.pk</u>.

The Address (es) referred to above is: Procurement Officer – Project Management Unit (PMU-ERKP) House#46 D-3, Old Jamrud Road, University Town, Peshawar. Ph: 091-9218051 Email: <u>pmuerkf@gmail.com</u>

Contract Agreement

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

BETWEEN

- (1) Project Management Unit ERKP, a Industries Commerce & Technical Education Project Govt. of Khyber Pakhtunkwa of Pakistan, and having its principal place of business at House no. 46/D-3 Old Jamrud road University Town Peshawar (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 :

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) Conditions of Contract
 - (b) the Purchaser's Requirements (including the Schedule of Requirements and Technical Specifications)
 - (c) the completed Schedules (including Price Schedules)
 - (d) 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 any]* and to remedy defects therein in conformity in all respects with the provisions of the Contract
- The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and [Related Services, *if any*] 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 *Islamic Republic of Pakistan* on the day, month and year indicated above.

For and on behalf of the Purchaser:

Signed: [insert signature]

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

in the presence of [insert identification of two official witnesses]

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 two official witnesses]

Conditions of Contract

1.	Definitions	1.1		following words and expressions shall have the meanings eby 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 CC8.1, 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.
			(1)	"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 if applicable is subcontracted by the Supplier. (o) "Supplier" means the person, private or government entity, or a combination of the above, whose offer 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 Country, Project Site/Final Destination	2.1	The Purchaser is: <i>Project Management Unit ERKP, Industries</i> <i>Commerce, & Technical Education Department</i>
		2.2	The Purchaser's Country is: Pakistan
		2.3	The Project Site(s)/Final Destination(s) is/are: Project Management Unit ERKP House No. 46 D/3 Old Jamrud Road University Town Peshawar.
3.	Incoterms	3.1	The edition of Incoterms that shall apply is: DDP 2021 International Chamber of Commerce, Paris.
	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. A notice shall be effective when delivered or on the notice's effective date, whichever is later. <u>Address for notices to the Purchaser:</u> <i>Project Director</i> <i>Project Director</i> <i>Project Management Unit ERKP</i> <i>House No. 46-D/3 Old Jamrud Road University Town</i> <i>Peshawar</i> <i>pmuerkf@gmail.com</i> <u>Address for notices to the Supplier:</u> <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>
5.	Governing Law	5.1	The Contract shall be governed by and interpreted in accordance with the laws of <i>Islamic Republic of Pakistan</i> .
6	Sattlamont of	6.1	
6.	Settlement of Disputes	6.1	Contracts with Supplier national of the Purchaser's Country: 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.		
		Details of Shipping and other Documents to be furnished by the Supplier are: [insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc.].		
		The above documents shall be received by the Purchaser:		
		 (i) before arrival of the Goods, if the mode of payment is through letter of credit if so specified in CC 9. If the documents are not received before arrival of the Goods, the Supplier will be responsible for any consequent expenses; or otherwise; 		
		(ii) on shipment.		
8	Contract Price	8.1 The Contract Price is specified in Price Schedule 4.		
		8.2 The unit Prices charged by the Supplier for the Goods supplied and the Related Services as applicable performed under the Contract shall not vary from the prices agreed in the Contract.		
9	Terms of payment	14.6 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:		
		Payment for Goods and Services supplied from within the Purchaser's Country:		
		Payment for Goods and Services supplied from within the Purchaser's Country shall be made <u>in <i>Pak Rupees</i></u> , as follows:		
		 (i) On Acceptance: Hundred 100%percent of the Contract Price shall be paid within thirty (30) days of receipt of the Goods and upon submission of claim supported by the acceptance certificate issued by the 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		N/A
12 Subcontractors	12.1	The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in Supplier's offer. Such notification, in the original offer 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.
	14.2	The packing, marking and documentation within and outside the packages shall be: <i>[insert the type of packing required, the</i> <i>markings in the packing and all documentation required; or</i> <i>refer to the Technical Specifications]</i>
15 Insurance cover	15.1	N/A.
16 Transportation	16.1	Responsibility for transportation of the Goods DDP and is the supplier responsibility.
17 Site of inspections and tests	17.1	The inspections and tests shall be conducted at: <i>Project</i> Management Unit ERKP, "House No. 46-D/3, old Jamrud road University Town Peshawar.
18 Delivery Date and Completion Date	18.1	Project Site: Project Management Unit ERKP, "House No. 46- D/3, old Jamrud road University Town Peshawar
	18.2	The Delivery Date of the Goods shall be: 30days.

	18.3	The Completion Date of Related Services shall be: 30 Days after issuance of Purchase order.
19 Liquidated damages and bonuses	19.1	The liquidated damage shall be 0.5% of the price of the delayed Goods or unperformed Services] 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 <i>12</i> months after complete delivery of the Goods, and acceptance of the goods by the purchaser.
	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.
	20.6	For purposes of this warranty, the place(s) of final destination(s) shall be: <i>PMU-ERKP</i>
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 the attachment 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 direct contracting process 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 respect to the direct contracting process or contract execution. 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	24.1	Except in cases of criminal negligence or willful misconduct,
Liability		 (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,

	25.4	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. 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
	2(1	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.

1. List of Goods and Delivery Period

Line Item N°	Description of Goods	Quantity required	Physical unit	Named Place of Destination (for DDP) or Named Place (for FCA)	<i>[As applicable]</i> Place of Final Destination (Project Site)	Applicable Incoterms (e.g. DDP, FCA EXW etc.)	Delivery Period from date of contract signature
1	Drone Camera	01	01	PMU ERKP	PMU ERKP	DDP	30 Days
2	DSLR Camrea with lenses	02	02	PMU ERKP	PMU ERKP	DDP	30 Days
3	Multimedia Projector	02	02	PMU ERKP	PMU ERKP	DDP	30 Days
4	Speaker & Mic	02	02	PMU ERKP	PMU ERKP	DDP	30 Days
5	Video Conference System with 65" LED	02	02	PMU ERKP	PMU ERKP	DDP	30 Days
6	GPS	03	03	PMU ERKP	PMU ERKP	DDP	30 Days
7	Split A/C	02	02	PMU ERKP	PMU ERKP	DDP	30 Days
8	Vacuum Cleaner	02	02	PMU ERKP	PMU ERKP	DDP	30 Days
9	Plotter for Printing on Scale Drawing	01	01	PMU ERKP	PMU ERKP	DDP	30 Days

List of Goods and Delivery Period

			Total Quantity required	Delivery period and minimum quantity requirements							
Line	Description of Goods			Period	s 30 Days	Perio	od 2 <i>(N/A)</i>	Period	Period 3 ((N/A)		
Item N°		Physical unit		Minimum acceptable quantity	Maximum quantity required for period	Minimum acceptable quantity	Maximum quantity required for period	Minimum acceptable quantity	Maximum quantity required for period		
1	Drone Camera	01	01	100%	100%						
2	DSLR Camrea with lenses	02	02	100%	100%						
3	Multimedia Projector	02	02	100%	100%						
4	Speaker & Mic	02	02	100%	100%						
5	Video Conference System with 65" LED	02	02	100%	100%						
6	GPS	03	03	100%	100%						
7	Split A/C	02	02	100%	100%						
8	Vacuum Cleaner	02	02	100%	100%						
9	Plotter for Printing on Scale Drawing	01	01	100%	100%						

Delivery Schedule [If applicable- to be used if phased delivery is agreed]

Service	Description of Service	Quantity required	Physical Unit	Place where Services shall be performed	Completion Period of Services
	[Installation& Commissioning	100%	100%		
1	Drone Camera	01	01	PMU-ERKP	30 Days
2	DSLR Camrea with lenses	02	02	PMU-ERKP	30 Days
3	Multimedia Projector	02	02	PMU-ERKP	30 Days
4	Speaker & Mic	02	02	PMU-ERKP	30 Days
5	Video Conference System with 65" LED	02	02	PMU-ERKP	30 Days
6	GPS	03	03	PMU-ERKP	30 Days
7	Split A/C	02	02	PMU-ERKP	30 Days
8	Vacuum Cleaner	02	02	PMU-ERKP	30 Days
9	Plotter for Printing on Scale Drawing	01	01	PMU-ERKP	30 Days

1.2 List of Related Services and Completion Schedule

Technical Specifications

Sr #	Item	Specification
1	Drone Camera	Thermal Camera, Resolution :48MP or above, 32× Digital Zoom or above, Flight height up-to 2000m or above, 30 Minutes flight time, RTK Module, with fly combo kit, color filter ultra-violate (Blue/Warm). Rotates up-to 360 degrees, Photo shooting of 7 or above images per second, Video capture resolution 1080p or above, with complete inbox accessories.
2	DSLR Camrea with lenses	50MP or higher CMOS mirror less full-frame camera, Pixel Dimensions 8688 x 5792 orhigher, Shooting Modes Auto, Battery Rechargeable Battery, 4 K video, 128 GB SD card,full size bag,Lenses:i. 50mm F/1.8,ii. 70-200mm F/2.8iii. 24-70mm F/2.8iv. 14-35mm F/4v. 35mm vide angle.vi. 100mm F2.8L MacroAll the lenses should compatible with the camera.Light diffusers for professional photographers: (Qty:02): Material: Nylon, Standardreflectors with 180mm/ 7 inches exterior diameter or higher, Color: WhiteLight Reflectors: silver ,white and gold (Qty:02): Item Dimension (16x2x16)
		 inches or higher 1 x Silver Reflective Fabric - 1 x Wave Gold Fabric - 1 x White Fabric - 6 x Curved Tubes - 6 x Attachment Knobs - 2 x Tension Rods - 1 x Adjustable Base Bracket - 1 x Carry Case - 1 x Glow Limited - 1x Flashpoint 7.2' Pro Air-Cushioned Heavy-Duty Light Stand Light Box for Photography (Qty:02): Size: 80 x 80 x 80cm, Power: 80W or above, Material: Nylon Cloth, LED Quantity 2 x 78 PCS or above.
3	Multimedia Projector	Tripods: (Qty:06): Height 70 inches or above, Material: Carbon fiber, Load Capacity: Head: 20kg or above, Tilt Range: +90 deg. /-75 deg or aboveEffective image size 0.75''X 3 or above, Pixels(5000X2000x3) or above, Projection lens shift vertical +85% horizontal +/-30 or above,2,500 lumens of equal color and white brightness or above, Full HD 1080p or above, dynamic contrast ratio: up to 60,000:1 or above, Wireless screen mirroring ,Throw ratio 2:1 to 3.5:1 or above, Ceiling stand for projector.
		Screen for projector:
4	Speaker & Mic	Wall mounted, Size: 8x6 feet., Foldable "Power supply Power cable, Battery PlaytimeUp to 12 hours at typical listeningvolumes, Voice Assistant IntegrationGoogle Voice Assistant built in, Bluetoothconnectivity, Speaker Configuration1 x 1 ½" full-range, Amplifier1 x 40 W,Frequency Range35 – 24.300 Hz., Maximum Sound Pressure Level @1m91 dB

		SPL, Bass Capability 75 dB SPL,8 channel UHF wireless microphone or higher,
		frequency in 500MHz frequency band or higher, Long range operation of 290ft – 328ft
-		line of sight or higher
5	Video Conference	"Specification for Video Conference System: ,Full HD 1080p WDR, 18X zoom or higher,
	System with 65"	With Speakerphone, 2M pixel sensor, Smart frame for automatic FOV adjustment to fit
	LED	all participants
		,True WDR up to 120 dB or higher: Superb backlight compensation technology for
		optimizing light balance in high-contrast conditions, Zoom: 18X total zoom or higher
		(12X optical zoom) Wide field of view (DFOV): 82°,Lens focal length: 3.9 mm (wide)–
		47.3 mm (tele) ,Lens F#: 1.8 (wide)–2.8 (tele),Mirror, flip, AE, white balance: auto,
		manual override via PTZApp, Minimum focus distance: 1.5 m
-	~~~	with 65" LED TV
6	GPS	Dimensions: 3.6" x 7.2" x 1.3" (9.19 x 18.30 x 3.27cm)
		Display size: 2.55" W x 4.25" H (6.48 x 10.80cm); 5" (12.70cm)
		Display type: WVGA translative, dual orientation
		Display resolution: 480x800 pixels
		Weight: 14.5 oz (410g) with included lithium-ion battery pack
		Battery rechargeable, up-to 18 hours or higher
		Resistance thermal, shock, water, vibe
		High-sensitivity receiver
		Interface: high-speed micro USB compatible
		16GB built-in memory or higher
7	$C_{\rm e}$ 1:4 A/C	Camera: 8 Mega pixel or higher."
7	Split A/C	24,000 BTU 20 Ductless Mini Split AC with Enabled Smart Controller, Decibel Level
		(DBA) Indoor Unit: 33.5-47, Energy Star No, Electrical 208/230V 1 Phase 60 Hz,
		System Tonnage 2 Ton, Mini-Split Type Wall Mounted, Zone Compatibility Single Zone
8	Vacuum Cleaner	Capacity 1.5L or above, Run time 240 minutes or above, Floor brush roll, carpet brush
0	v acuulli Cicalici	roll, Performance 200 watt or above, Long pipe 5 feet or above
9	Plotter for Printing	Multifunction 36-inch plotter Printer, Print Speed 40Second or less, Wi-Fi Compatible,
3	on Scale Drawing	Ink Jet, Resolution: 2400 x 1200 dpi or higher, High-Density Print head Technology,
	on Scale Diawing	Scan Speed: 1.5 inch per second (color) or less, Scan resolution 600 Dpi or higher. 4
		colors or higher.

Price Schedule 1

Goods to be supplied from outside the Purchaser's country

1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Country of Origin	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price CIP [insert place of destination] [as applicable, FCA (named place0]	CIP (or FCA as applicable Price per line item (Col. 5x6)	FOR CIP, [IF REQUIRED] Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in the invitation for direct contracting	Total Price per Line item (Col. 7+8)
[insert number of the item]	[insert name of good]	[insert country of origin of the Good]	[insert quoted Delivery Date quoted phased Delivery periods if applicable]	[insert number of units to be supplied and name of the physical unit]	[insert unit price CIP per unit]	[insert total CIP price per line item]	[insert the corresponding price per line item]	[insert total price of the line item]
<u> </u>	I	<u> </u>			I	I	Total Price	

Price Schedule 2 Goods to be supplied from within the Purchaser's country

1	2	3	4	5	6	7	8	9
Line Item N°	Description of Goods	Delivery Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4×5)	<i>[IF REQUIRED]</i> Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination as specified in the invitation for direct contracting	<i>[if known]</i> Sales and other taxes payable per line item if Contract is awarded	Total Price per line item (Col. 6+7)
[insert number of the item]	[insert name of Good]	[insert quoted Delivery Date/ quoted phased Delivery dates if applicable]	[insert number of units to be supplied and name of the physical unit]	[insert EXW unit price]	[insert total EXW price per line item]	[insert the corresponding price per line item]	[insert sales and other taxes payable per line item if Contract is awarded]	[insert total price per item]
1								
2								
3								
4								
							Total Price	

Price Schedule 3

Related Services [If applicable]

1		2	3	4	5	6	7
Item No.	Item description	Description of Services (excludes inland transportation and other services required in the Purchaser's Country to convey the goods to their final destination)	Country of Origin	Completion Period at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
1		[insert name of Services]	[insert country of origin of the Services]	[insert Delivery Period at place of final destination per Service]	[insert number of items to be supplied and name of the physical unit]	[insert unit price per item]	[insert total price per item]
2							
3							
4							
						Total Price	

Price Schedule 4 Contract Price

The Contract Price for the supply and delivery of the Goods, and related Services is as follows:

Price Schedule	Amount
Goods: Price Schedule 1	
Goods: Price Schedule 2	
Goods: Price Schedule 3	
Related Services: Price Schedule 4	
Contract Price	

Manufacturer's Authorization

[The Supplier, who does not manufacture the Goods shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: [insert date (as day, month and year)] Direct Contracting No.: [insert reference number as applicable]

To: [insert complete name of Purchaser]

WHEREAS

We [insert complete name of Manufacturer], who are official manufacturers of [insert type of goods manufactured], having factories at [insert full address of Manufacturer's factories], do hereby authorize [insert complete name of the Supplier] to provide the following Goods, manufactured 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]

Name: [insert complete name(s) of authorized representative(s) of the Manufacturer]

Title: [insert title]

Dated on ______ day of ______, ____[insert date of signing]

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); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of 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.

- 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 misprocurement, 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;¹ (ii) to be a nominated² 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) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ 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

¹ 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.

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

³ 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.

Form of Bid-Securing Declaration

Date: [insert date (as day, month and year)] RFB No.: [insert number of Bidding process] Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of Employer]

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Employer for the period of time of *[insert number of months or years]* starting on *[insert date]*, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Employer during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security and, if required, the Environmental, Social, Health and Safety (ESHS) Performance Security, in accordance with the ITB.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

 Name of the Bidder*
 [insert complete name of person

 signing the Bid]
 [insert complete name of person

Name of the person duly authorized to sign the Bid on behalf of the Bidder** *[insert complete name of person duly authorized to sign the Bid]*

Title of the person signing the Bid [insert complete title of the person signing the Bid]

Signature of the person named above[insert signature of personwhose name and capacity are shown above]

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

*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

**: Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid [Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bi