PROCUREMENT OF GOODS

Request for Quotations

September 2023

Request for Quotations
of
Goods

Procurement of:

Thermal Printers and Power Banks for the Health Facilities in Different District of Sindh

Ref No: **PK-SPA-383324-GO-RFQ**

Project: **Strengthening Social Protect Delivery System in Sindh,**
Sindh Social Protection Authority**,** Social Protection Department,
Government of Sindh

Purchaser: **Sindh Social Protection Authority**

Country: **Pakistan**

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Request for Quotations

RFQ Ref No.:
SSPDSS/RFQ/PROC/1310

RFQ Date: 27th September 2023

Request for Quotation (RFQ)

1. Government of Sindh (herein after called Borrower) has received financing from the International Development Association (IDA) (the Bank) in the form of a credit (hereinafter called credit) towards the cost of strengthening social protection system in the Sindh Province**.** The Project Director, Project Management & Implementation Unit, Strengthening Social Protection Delivery System Sindh, Sindh Social Protection Authority, Social Protection Department, Government of Sindh an implementation Agency intends to apply part of the proceeds of this credit towards payments under the contract for which this invitation is issued as per World Bank Procurement Regulations for IPF Borrowers (Revised in Nov 2020) available on www.worldbank.org .
2. The Procuring Agency Strengthening Social Protection Delivery System in Sindh now invites sealed Bids from eligible Bidders described in Annex 1: Purchaser's Requirements, attached to this RFQ.
3. Bidding will be conducted through national competitive procurement using a Request for Quotation (RFQ) as specified in the World Bank's "Procurement Regulations for IPF Borrowers" (Revised in Nov 2020), and is open to all eligible Bidders as defined in the Procurement Regulations.
4. Interested eligible Bidders may obtain further information from Procurement Section PM&IU of Strengthening Social Protection Delivery System in Sindh and inspect the bidding document during office hours Monday to Friday 09:00 am to 5:00 p.m. at the address given below. The bidding document in English may be purchased or download from

https://sspa.gos.pk by interested eligible bidders upon the submission of a written application duly signed on the firm letterhead to the address below and upon payment of **non-refundable fee of Rs.3000/-** The method of payment will be a pay order/bank draft made out in favor of Sindh Social Protection Authority, Social Protection Department GoS.

5. All Bids must be accompanied by a ***"Bid Security"* @ 5%** of the Quoted Price in Pak Rupees. Bids without bid security shall be rejected.

Fraud and Corruption

6. 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).

7. In further pursuance of this policy, Suppliers 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.

Eligible Suppliers

8. In case the Supplier is a joint venture (JV), all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Request for Quotations process and, in the event the JV is awarded the Contract, during contract execution.

9. A Supplier that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in the attachment to the Contract Conditions (Attachment A) paragraph 2.2 d., shall be ineligible to submit Quotations or be awarded or otherwise benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.

10. Suppliers that are state-owned enterprises or institutions in the Purchaser's country may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they:

    (a) are legally and financially autonomous;

    (b) operate under commercial law; and

    (c) are not under supervision of the Purchaser.

11. A Supplier shall not have a conflict of interest. Any Supplier found to have a conflict of interest shall be disqualified. A Supplier may be considered to have a conflict of interest for the purpose of this Request for Quotations process, if the Supplier:

    (a) directly or indirectly controls, is controlled by or is under common control with another Supplier that submitted a Quotation;

    (b) receives or has received any direct or indirect subsidy from another Supplier that submitted a Quotation;

    (c) has the same legal representative as another Supplier that submitted a Quotation;

    (d) has a relationship with another Supplier that submitted a Quotation, directly or through common third parties, that puts it in a position to influence the Quotation of another Supplier, or influence the decisions of the Purchaser regarding this Request for Quotations process; or

    (e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, or Related Services, that are the subject of the Request for Quotations process; or

    (f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for implementing the Contract; or

    (g) would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the preparation or implementation of the project specified in this Request for Quotations, that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

(h) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the Request for Quotations or specifications and/or the evaluation of Quotations, of the subject Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Request for Quotations process and execution of the Contract.

Performance Security

The successful Supplier shall submit a Performance Security in accordance with the Contract Conditions." The Performance Security equal to the 10% of the contract price shall be required in Pak Rupee in the shape of Bank Guarantee / Performance Bond / Banker's Certified Cheque / Demand Draft in favour of Social Protection Authority, Social Protection Department GoS which should be valid for at least 06 months from the date of its issuance. Upon its expiry after 06 months, the performance security shall be discharged.

Manufacturer's Authorization

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

Validity of offers

13. The offers shall be valid for 30 days

14. 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 EXW, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

(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

Clarifications

15. Any clarification request regarding this RFQ may be sent in writing to Procurement Specialist email: nmemon@sspa.gos.pk before five days of the submission of bids/quotations. The Purchaser will forward copies of its response to all Suppliers including a description of the inquiry but without identifying its source.

Submission of Quotations

16. Quotations are to be submitted in the form attached at Annex 2 through registered courier services or by hand on the given address. Electronic Bidding will not be permitted. Late Bids will be rejected.

17. The deadline for submission of Quotations is **October 10th 2023, at 3.00 pm**

The address for submission of Quotations is: *State Life Building No.11, Abdullah Haroon Road, Saddar* Floor/ Room number*: 5th Karachi (Sindh),* Telephone: +92-21-99206602-5

Opening of Quotations

Bids will be publicly opened in the presence of the Bidders' designated representatives and anyone who chooses to attend at the address below on following day at the appointed times on **October 10th 2023 by 3:30.**

Evaluation of Quotations

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

Quotation will be evaluated for the whole lot/package under this RFQ. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed not included in the Quotation, and provided that the Quotation is substantially responsive, the average of the item price as quoted by substantially responsive Suppliers will be added to the Quoted Price and the equivalent total price of the Quotation so determined will be used for price comparison.

Eligibility Criteria: The offeror is required to meet the following eligibility criteria:

Specific Experience: The offeror must have at least 05 years of general experience for the supply of IT related items.

- The offeror shall demonstrate that it has successfully completed at least 03 contracts/work/supply/purchase orders within the 03 years i.e. 2019-2020, 2020-21 and 2021-22 for the amount of Rs.20 million, prior to bid submission deadline
- The offeror must have local presence in order to provide timely support services Offices.
- The offerors should be Original Equipment Manufacturer (OEM) or its authorized distributor/partners. The authorized firm/offeror will be required to submit manufacturer's authorization letter on the letter head duly signed by authorized signatory.
- Product/Brand Certification: Brand/Product quoted by the perspective offeror has a valid quality management system under the standards of ISO: 9001:2015 (Valid / updated certificate or Equivalent

Financial Capability:

The offeror shall furnish documentary evidence that it meets the following financial requirements:

- The offeror shall submit audited financial statements and income tax returns, for the 03 financial years -2019-2020, 2020-21 and 2021-22 demonstrating the current soundness of the Offeror's financial position.
- Project Management & Implementation Unit Strengthening Social Protection Delivery System Sindh (SSPDSS) shall be the Purchaser and required bids from GST registered well reputed offerors having previous experience to provide similar type of items.
- Interested Firms may submit their quotations on or before 03:00 pm Tuesday 10th October 2023 (closing time) at below mentioned address.
- This procurement process will be conducted in accordance with the World Bank's Investment Project Financing Goods, Works, Non-Consulting and Consulting Services Revised in (Nov 2020). The acceptable terms & conditions of the lowest responsive (best evaluated) quotation shall be incorporated in the brief Purchase Order.

Contract Award

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

    (a) is eligible and offers eligible Goods;

    (b) offers the lowest evaluated price/s,

    (c) technically compliant quotation, and

    (d) guarantees delivery, in accordance with the delivery period/s.

29. 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.

30. 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. 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.

Terms and Conditions:

1- Supplied items shall be unused brand new as no payment shall be made for any used / refurbished/reconditioned /damaged items.

2- The offeror must have relevant experience for supply of the said goods.

3- Rates for all items must be quoted in Pak Rupees, inclusive of all duties, taxes, transportation, and other applicable charges etc. Schedule of requirement and quantities are attached **at Annex-A**.

4- All the aspects of safe delivery shall be the exclusive responsibility of the supplier.

5- The Procuring Entity shall check and verify the delivery made by the Supplier in conformity with the Technical Specifications and notify the Supplier of any defects found.

6- If any items are found to be defective or otherwise not in accordance with the specifications, the Procuring Entity may reject the supplies by giving due notice to the Supplier, with reasons.

7- All Quotations must be valid for a period of at least 30 days from the closing date of the Quotation.

8- The Procuring Agency may increase or decrease 15% quantity of the contract.

9- The Procuring Agency will not pay any of the suppliers' cost of preparing their proposals under this quotation.

10- In case of anomalies between unit rates or prices and the total amount quoted, the unit rates or prices shall prevail. In case of discrepancy between words and figures the former will govern. Offeror / Supplier shall remain bound to accept the arithmetic corrections made by the Procurement Committee.

11- The Prices indicated in the quotation shall be final prices as no negotiations are expected.

12- The firm shall supply all items within 15 days after issuance of purchase order.

13- All the taxes and duties deducted as per Government Laws.

14- It shall remain the responsibility of the supplier / offeror to ensure that their quotation reach the address below on or before the deadline.

On behalf of the Purchaser:

Submission address:

PROJECT DIRECTOR Project Management & Implementation Unit**,** Strengthening Social Protection Delivery System Sindh (SSPDSS), Sindh Social Protection Authority, Govt. of Sindh *5th Floor, State Life Building No.11, Abdullah Haroon Road, Saddar, Karachi (Sindh) Pakistan.*

For enquiries, please contact: +92-21-99206602-5 or email: nmemon@sspa.gos.pk

we look forward to receiving your quotations and thank you for your interest in this RFQ.

Attachments:

Annex 1: Purchaser's Requirements
Annex 2: Quotation Form
Annex 3: Contract Forms

ANNEX 1: Purchaser's Requirements

1.1 List of Goods and Delivery Period

List of Goods and Delivery Period

Line Item N°	Description of Goods	Quantity required	Physical unit	Named Place of Destination (for CIP) *or* *Named Place (for FCA)*	Place of Final Destination (Project Site)	Applicable Incoterms (e.g. CIP, EXW, FCA etc.)	Delivery Period from Date of *Issuance of PO*
1	Power Banks	320	320	PM&IU SSPDSS Karachi	Same	Incoterms 2010	30 Days
2	Thermal Printers	320	320	PM&IU SSPDSS Karachi	Same	Incoterms 2010	30 Days

1.3 Technical Specifications

Sr.No	Detail Description	Quantity
1	**Power Banks:** • Capacity of battery: 20,000 mAh • USB Ports: Dual • Type-C Port: 1 • Power of Type-C Port: 20 W • Warranty: 1 Year • Compatible with apple and android device	320
2	**Thermal Printers:** • Interface: Bluetooth 2.0 or 4.0, support Android (Bluetooth 4.0 only) + USB • Smart Power saving support • Lithium- ion rechargeable battery: 130M therefore printable • Prints at 80mm per second • Warranty: 1 Year	320

1.3.4 Inspection and Tests

1. Physical appearance check.
2. Functional and software check as per specifications mentioned in this document.

ANNEX 2: Quotation Forms

Supplier Quotation Form

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

Dear [*insert name of Purchaser's Representative*]:

SUBMISSION OF QUOTATION

1. **Conformity and no reservations**

   In response to the above named RFQ we offer to supply the Goods, [*add if applicable:* "and the Related Services,"] 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**

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

   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.

4. Quotation Price

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

5. Quotation Validity

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

6. Performance Security [*delete if performance security is not required*]

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

7. Commissions, gratuities, fees

We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quotation

[*If none has been paid or is to be paid, indicate "*none*."*]

Name of Recipient	Address	Reason	Amount

8. 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.

9. 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

Quotation for Goods: Price Schedule 1

For Goods to be supplied from outside the Purchaser' country

1	2	3	4	5	6	7	8	9
Line Item N°	**Description of Goods**	**Specification**	**Delivery Date as defined by Incoterms**	**Quantity and physical unit**	**Unit price CIP *[insert place of destination] [as applicable, FCA (named place]***	**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 RFQ**	**Total Price per Line item (Col. 7+8)**
[insert number of the item]	*[insert name of good]*	*Specification*	*[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]*
1								
							Quotation Price	

Quotation for Goods: Price Schedule 2

For Goods to be supplied from within the Purchaser' 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, specified in RFQ**	***[if known]* 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	Power Banks Detail specs Mentioned below	DDP within 4 weeks after issuance of PO	320					
2	Thermal Printers	DDP within 4 weeks after issuance of PO	320					
							Quotation Price	

Quotation for Related Services: Price Schedule 3

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)**
[insert number of the item]		*[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]*
						Quotation Price	

Total Quotation: Price Schedule 4

The total 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	
Related Services: Price Schedule 3 ***[if applicable]***	
Total Quotation	

Manufacturer's Authorization

[The Supplier 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) of Quotation submission]*
RFQ No.: *[insert number of RFQ process]*

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 submit a quotation the purpose of which is 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.

We confirm that we do not engage or employ (i) forced labor or persons subject to trafficking in accordance with Clause 27 or (ii) child labor in accordance with Clause 28, of the Conditions of Contract. We also confirm that we comply with applicable health and safety obligations in accordance with Clause 29 of the Conditions of Contract.

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]*

ANNEX 3: Contract Forms

Contract Agreement

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

BETWEEN

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

(2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier"), of the other part :

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

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

   (a) the Letter of Award of Contract

   (b) the Supplier's quotation

   (c) Conditions of Contract

   (d) the Purchaser's Requirements (including Schedule of Requirements and Technical Specifications)

   (e) the completed Schedules (including Price Schedules)

   (f) any other document listed as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services if applicable and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services if applicable and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

[To facilitate this emergency procurement, if acceptable to the Purchaser and the Supplier, electronic signature of the Contract Agreement such as using DocuSign is recommended.]

For and on behalf of the Purchaser:

Signed: *[insert signature]*

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

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

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. **Definitions**	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) "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. (i) "Party" means the Purchaser or the Contractor, as the context requires, and "Parties" means both of them. (j) "Purchaser" means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2. (k) "Purchaser's Country" is the country specified in the CC 2. (l) "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.

	(m) "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. (n) "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. (o) "The Project Site," where applicable, means the place named CC 2.
2. **Purchaser, Purchaser's Country, Project Site/Final Destination**	2.1 The Purchaser is: Social Protection Department Government of Sindh 2.2 The Purchaser's Country is: Pakistan The Project Site(s)/Final Destination(s) is/are: *5th Floor, State Life Building No.11, Abdullah Haroon Road, Saddar, Karachi (Sindh) Pakistan.*
3. **Incoterms**	3.1 The edition of Incoterms that shall apply is: 2010
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** Project Management & Implementation Unit**,** Strengthening Social Protection Delivery System Sindh (SSPDSS), Sindh Social Protection Authority, Govt. of Sindh *5th Floor, State Life Building No.11, Abdullah Haroon Road, Saddar, Karachi (Sindh) Pakistan.* +92-21-99206602- nmemon@sspa.gos.pk
5. **Governing Law**	5.1 The Contract shall be governed by and interpreted in accordance with the laws of *[state: "*the Purchaser's Country*", Pakistan* 5.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser's Country when: (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the

	Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.
6. **Settlement of Disputes**	(a) 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**	Details of Shipping and other Documents to be furnished by the Supplier are Details showing the Item wise description and the quantity Operational manual (if any) Inspection certificate (if any) Warranty Certificates (if any)
8. **Contract Price**	8.1 The Contract Price is specified in Price Schedule 4. 8.2 Subject to CC 31 and 32, the 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**	Payment for Goods and Services supplied from within the Purchaser's Country shall be made in PAK rupees as follows: **On Delivery:** Hundred Percent (100%) payment of the goods and transportation as mentioned in the contract shall be paid on supply / inspection / receipt of the ordered goods to consignee Office within 4 to 6 weeks of the submission of the accepted invoices. The supplier shall submit the following documents to Project Director SSPDSS for payment which shall be made by the project after the screening and ensuring the correctness of the received documents: a) Original invoice b) Sales Tax Invoice c) Original Delivery Challans showing the details of received goods to be signed by the authorized recipient.
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**	["The Supplier shall, within 07 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/ shape of Bank Guarantee / Performance Bond / Banker's Certified Cheque / Demand Draft in favour of Social Protection Authority, Social Protection Department GoS. 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 As per incoterms 2010
16. **Transportation**	16.1 As per incoterms 2010
17. **Inspections and Tests**	17.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out the tests and/or inspections of the Goods and Related Services **as are specified in the Technical Specifications**. 17.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in any other location, **as specified in the Technical Specifications.** Subject to CC 17.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. 17.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC 17.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses. 17.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection. 17.5 In accordance with CC 31, the Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract. 17.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection. 17.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the

	specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC 17.5. 17.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC 17.7, shall release the Supplier from any warranties or other obligations under the Contract
18. **Delivery Date and Completion Date**	18.1 The Delivery Date of the Goods shall be made within 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 [insert number] 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 *[insert number]* 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 the warranty, the place(s) of final destination(s) shall be: *[specify where appropriate]*
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.
27. **Forced Labor**	27.1 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in CC 27.2 and CC 27.3. 27.2 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements. 27.3 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability,

	or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
28. **Child Labor**	28.1 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age). 28.2 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work: (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.
29. **Health and safety obligations**	29.1 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.
30. **Patent Indemnity**	30.1 The Supplier shall, subject to the Purchaser's compliance with CC 30.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

	a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and b) the sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract. 30.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC 30.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. 30.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. 30.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing. 30.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.
31. **Change Orders and Contract Amendments**	31.1 The Purchaser may at any time order the Supplier through notice in accordance CC 4.1, to make changes within the general scope of the Contract in any one or more of the following: (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

	(b) the method of shipment or packing; (c) changes in quantities of Goods to be supplied within the range specified herewith. [*insert as appropriate: "The maximum percentage by which quantities may be increased is: [insert percentage]; The maximum percentage by which quantities may be decreased is: [insert percentage"];* (d) the place of delivery; (e) any test and/or inspection not required by the Contract but deemed necessary, pursuant to CC 17.5; and (f) the Related Services to be provided by the Supplier. 31.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order. 31.3 Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services. 31.4 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
32. **Change in Laws and Regulations**	32.1 Unless otherwise specified in the Contract, if after the date of submission of Quotation, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Purchaser's Country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract.
Additional Clauses	[*insert any additional clauses as necessary, otherwise delete this row*]

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 nominated[2] 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 inspect[3] all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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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 sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

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.

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]*,[1] 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.

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[1] 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.

[2] 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

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

_____
[signature(s)]

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

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."

Sample Letter of Award of Contract

[modify as appropriate]

[use letterhead paper of the Purchaser]

[date]

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

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

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

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract