

Activity Ref.: No. PK-BISP-268004-GO-RFQ

Reference No.: [1-122/Proc/VDP-Implementation/BISP/2022]

Project: [NSPP]

Project No: 158643

Re-Procurement of VDP Program Implementation for lot # 4 & 5

Benazir Income Support Programme (BISP) has received Technical Assistance financing from the World Bank through its National Social Protection Program (**NSPP**), and intends to apply part of the proceeds for **“Re-Procurement of VDP Program Implementation for lot # 4 & 5”**.

2. BISP hereby invites quotations from eligible suppliers/vendors duly registered with Income & Sales Tax Department and are on Active Taxpayers List (ATL) of FBR for supply of **“Re-Procurement of VDP Program Implementation for lot # 4 & 5”** as per the following;

Lot No.	Description	Specification	Quantity	Subscription Period and warranty	Delivery
4.	Storage for VDP Setup	As Mentioned ANNEX 1.2	1 storage and 4 hard disks with 4TB SSD 6 Gb/s	3 Years Warranty/Support	Within 4-5 weeks of signing of the Contract / PO
5.	Server for VDP Setup		1 server with licenses of 1 VMware & 3 windows servers standard edition	3 Years Warranty/Support	

3. The complete set of RFQ documents are available on the websites of PPRA (www.ppra.org.pk) & BISP (www.bisp.gov.pk), free of cost. The same can also be obtained from **BISP, Room#236, F-Block, Pak. Secretariat, and Islamabad.**

4. A supplier can quote for one, more or all lots however the supplier shall quote for the entire and whole quantities of the respective lot and/or lots, quotation shall be delivered to the address given below on or before **9th May 2022 at 11:00 hours**. Quotations will be opened at **11:30 hours on the same day** at the address given below, in the presence of the suppliers or representative who may choose to attend.

5. The received quotations will be evaluated as per 'RFQ'/Shopping method of procurement in accordance the World Bank Guidelines 2011 (revised 2014) and Procurement Regulations, July 2016 available on www.worldbank.org. The acceptable terms and conditions of the lowest, responsive quotation shall be incorporated in the Contract and Purchase Order.

6. The quotation must be valid for at least 90 days from the submission date and the quoted price should include all the applicable local taxes/duties/insurance/transportation/fess/fee/demurrages etc. and must include all other services which are mandatory while purposing the goods, on DDP base with segregation of taxes in columnar form as per RFQ Documents.

Director Procurement

Benazir Income Support Programme,
BISP Secretariat, F – Block, Pak. Secretariat, Islamabad.
051-9246389

Re-Procurement of VDP Program Implementation for lot # 4 & 5

(Request for Quotations-RFQ)

“Under the Shopping Method of World Bank Procurement Regulation-2011 and 2016, Revised 2017 and November 2020”

April 2022

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Request for Quotations for Goods-RFQG

Procurement of:

*[Re-Procurement of VDP Program Implementation for
lot # 4 & 5]*

Ref No: [1-122/Proc/VDP-Implementation/BISP/2022]

STEP Activity No: PK-BISP-268004-GO-RFQ

Project: [NSPP]

Project No: 154643

Purchaser: [Benazir Income Support Program]

Country: [Pakistan]

Issued on: [15th April-2022]

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Request for Quotations (RFQ)

RFQ Ref No.: [1-122/Proc/VDP-Implementation/BISP/2022]

RFQ Date: 15th-April-2022

To: Suppliers/Venders

Dear: Suppliers/Venders,

Request for Quotation (RFQ);

1. This RFQ is for the “Re-Procurement of VDP Program Implementation for lot # 4 & 5” as per the purchaser requirements, technical specifications at Annex-1 and Annex-1.2
2. The Benazir Income Support Program has received financing from the World Bank (Bank) toward the cost of the NSPP and intends to apply part of the proceeds toward payments under the contract “Re-Procurement of VDP Program Implementation for lot # 4 & 5” for the procurement of Storage and Servers for VDP Program Implementation.
3. The Benazir Income Support Program now invites quotations from the eligible suppliers for the Goods described in Annex 1 & 1.2: Purchaser’s Requirements, and Technical Specifications respectively.

Fraud and Corruption

4. 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).
5. 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 Goods (and Related Services if applicable)

6. All the Goods to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Paras (7 to 15).

Eligible Suppliers/General Eligibility/Qualification Criteria

7. Suppliers must have valid NTN/STRN and placed at Active Tax Payer List (ATL), Documentary evidence must be provided.
8. Must not be suspended or blacklisted by PPRA, World Bank, ADB or by any other institute or organization at national or international. Supplier shall provide affidavit on non-judicial stamp paper of Rs.100/-.
9. Bidders must provide an Affidavit on Non-judicial stamp paper of Rs. 100/- that bidder was never under investigation for offences related to fraud, under-invoicing, tax evasion, concealment, money laundering and found guilty. Bids from any bidder who is found or purported to be engaged in these offenses and found guilty shall be rejected without assigning any reason.

10. Eligibility criteria for Storage for VDP Setup
<ul style="list-style-type: none"> • Bidder Must have Offices Available in Islamabad • Warranty & support for 3 years.
11. Eligibility criteria for Server for VDP Setup
<ul style="list-style-type: none"> • Bidder Must have Offices Available in Islamabad • Warranty & support for 3 years.

12. The vendor must provide 24x7x365 maintenance & support; software releases and signature updates during the contract duration.
13. Delivery period is 4-5 weeks. Any request of extension will be dealt only in accordance with Force Majeure Clause and a penalty will be enforced at the rate of 0.035% per day for a maximum of 4 weeks. After expiration of LD time period, fixed LD will be charged @ 5% of the total project value.
14. 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>.
15. 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.
16. 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

17. The Supplier, within 10 days of signing of contract, shall provide to the Purchaser a Performance Guarantee from any scheduled Bank of Pakistan equivalent to 5% of the total Contract amount in the shape of unconditional and irrevocable Bank Guarantee or pay order/CDR/Banker Cheque, on the prescribed format. The performance security shall be valid till the successful performance and completion of the contract and will also be valid for the warranty period of the contract whereas applicable.

Validity of offers

18. The offers shall be valid for 90 working Days from date of opening of quotations.

Quoted Price

19. 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 is to be quoted on **Delivery Duty Paid (DDP) Basis**, 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, however while preparing the quotations suppliers will segregate the taxes and duties, where;
 - (ii) if known, any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Supplier; and
 - (iii) The price for inland transportation, insurance, and other local services required to convey the Goods to their final destination i.e. Benazir Income Support program, Block F, Pak Secretariat Islamabad. Delivery is to be made at Benazir Income Support program, Block F, Pak Secretariat Islamabad as per the schedule, on **Delivery Duty Paid (DDP) Basis**.

20. The Supplier will quote the price in Pak Rupees as the local country currency.

Clarifications

21. Any clarification request regarding this RFQ may be sent in writing to **Director Procurement Benazir Income Support program, Block F, Pak Secretariat Islamabad** before **9th May 2022 by 11:00 hrs.**

Submission of Quotations

22. Quotations are to be submitted in the form attached at **Annex-2** by courier or By Hand.
23. The deadline for submission of Quotations is **9th May 2022 by 11:00 hrs.**
24. The address for submission of Quotations is:

**Attention: Mr. Shahid Ali, Director Procurement Benazir Income Support Program,
Block F, Pak Secretariat Islamabad**

E-mail address: dir.procurement@bisp.gov.pk

Opening of Quotations

25. Quotations will be opened by the Purchaser's representatives (Procurement Evaluation Committee) on **9th May 2022 at 11:30**

Evaluation of Quotations

26. In the first instance, Quotations will be evaluated to ensure the eligibility/qualification by Preliminary Examination on the base of Pass/Fail **(Reference 7 to 14)**, if supplier is Pass will be technically evaluated for compliance with the Technical Specifications and requirements (Annex-1 and 1.2) on the base of Responsive/Non-responsive Or Compliant/Noncompliant, the lowest evaluated and most advantageous responsive/compliant supplier will be awarded the contract based on Comparative Statement for financial offer.

When price for inland transportation, insurance, and other local services required to convey the Goods to their final destination is required

27. "The comparison shall be on the basis of **Delivery Duty Paid (DDP)** Basis (Islamabad). prices for Goods to be supplied from outside the Purchaser' country and EXW prices plus cost of inland transportation and insurance to place of destination, for Goods supplied from within the Borrower's country; together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted DDP and sales and similar taxes levied in connection with the sale or delivery of goods."]
28. The lowest evaluated price will be determined after correcting any arithmetic errors and other specified adjustments, if any.
29. The suppliers will quote for the 100% quantity of the said lot or lots of the procurement, as per the Annex-1/schedule of requirements, and the supplier is required to quote for the entire quantity under each , more or all the RFQ.
30. Quotations will be evaluated on the base of each **"lot"**.

(Evaluation for the Lot and/or Lots)

31. Quotation will be evaluated on Lot base 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. The Contract will comprise all the items as mentioned at Annex-1 to the successful Supplier. Lowest and most

advantageous quoted total price of the same supplier for the total items under this RFQ can form to a single contract with item wise schedule with segregated duties and taxes.

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 invite by the quickest means *i.e. e-mail* the successful Supplier/s for any discussion. Negotiations are not allowed that may be needed to conclude the contract or otherwise for contract signature.
30. 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.
31. The Purchaser shall publish a contract award notice on its website with free access or in a newspaper of national circulation or UNDB online, within fifteen 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.

On behalf of the Purchaser:

Signature:

Director Procurement
Benazir Income Support program
Block F, Pak Secretariat
Islamabad

Attachments:

- Annex 1: Purchaser's Requirements**
- Annex 2: Quotation Form**
- Annex 3: Contract Forms**
- Annex 4: Integrity Pact**

ANNEX 1.1: Purchaser's Requirements

Lot No.	Description	Specification	Quantity	Subscription Period and warranty	Delivery
1.	Storage for VDP Setup	As per Annex- 1.2	1 storage and 4 hard disk with 4tb SSD 6 Gb/s	3 Years Warranty / Support	Within 4-5 weeks of the signing of Contract/PO
2.	Server for VDP Setup		1 server with licenses of 1 VMware & 3 windows servers standard edition	3 Years Warranty / Support	

1.2 Technical Specifications

1.2.1 Detail Technical Specifications and Requirements.

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

Title: Procurement of Storage for VDP Setup
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Technical Specifications for Storage:
--

- | |
|---|
| <ul style="list-style-type: none">• CPU = Quad-core, 1.7GHz or more• CPU Architecture = 32-bit ARM or more• Floating Point Unit• Encryption Engine• System Memory = 4GB SO-DIMM DDR3 or more• Maximum Memory = 8GB DDR3 or more• Memory Slot= 1 x SO-DIMM DDR3• Flash Memory = 512 MB (Dual boot OS protection)• Drive Bay = 4 x 3.5-inch SATA 6Gb/s, 3Gb/s• Drive Compatibility = 3.5-inch bays• 3.5-inch SATA hard disk drives• 2.5-inch SATA hard disk drives• 2.5-inch SATA solid state drives• Hot-swappable• SSD Cache Acceleration Support• Gigabit Ethernet Port (RJ45)=1• 2.5 Gigabit Ethernet Port (2.5G/1G/100M) =1• Wake on LAN (WOL)• Only the 1GbE port• Jumbo Frame• USB 3.2 Gen 1 port = 3• Form Factor =Tower• LED Indicators Power, Status, LAN, USB, HDD1-2• Buttons = Power, Reset, USB Auto Copy• Operating temperature=0 - 40 °C (32°F - 104°F)• Storage Temperature = -20 - 70°C (-4°F - 158°F)• Power Supply Unit = 90W Adapter, 100-240V• Power Consumption: HDD Sleep Mode =11.65 W• Power Consumption: Operating Mode, Typical = 26.7 W• Fan=1 x 120mm, 12VDC• Max. Number of Concurrent Connections (CIFS) - with Max. Memory = 400 |
|---|

Hard Disk Specifications: <ul style="list-style-type: none"> • Hard Disks 4 TB SSD 6 Gb/s
Vendor Evaluation Criteria: A. Mandatory Requirements <ul style="list-style-type: none"> 3. Bidder Must have Offices Available in Islamabad 4. Warranty & support for 3 years must.
Components, modules, deliverables & quantities: 1 x Storage 4 x Hard Disks 4 TB SSD 6 Gb/s
Delivery Schedule, Timelines, milestones timelines, payment terms, training mechanism <ul style="list-style-type: none"> • The vendor must provide 24x7x365 maintenance & support; software releases and signature updates during the contract duration. • 3 Years Warranty and Support

Title: Procurement of Server for VDP Setup
Technical Specifications for Server: <ul style="list-style-type: none"> • Form Factor = 2U Rack-mounted Server • Processor = 3rd Generation 2 x 5320(2.2GHz/26Cores/39MB/185W) CPU or higher Ice Lake • Memory = 8 x 32GB 2Rx4 DDR4-3200 RDIMM Memory Module or higher <ul style="list-style-type: none"> I. Hard Drives = 2 * 480GB 6G SATA 2.5in RI 5300PRO SSD II. = 6 * 2.4TB 12G SAS 10K 2.5in HDD III. = 1 * 1.6TB PCIe NVMe 2.5in • PCIe Slots = 6 x PCIe 4.0 slots • USB / VGA = Front: 1 x Type-C, 2 x USB 3.0, 1 x VGA = Rear: 2 x USB 3.0, 1 x serial 1 x VGA • RAID Controller = Hardware RAID <ul style="list-style-type: none"> ○ 1 * 8Gb or higher 2 Ports SAS RAID Controller(With 1GB Cache, Supporting 6 SAS Ports, PCIe) ○ Support RAID 0, 1, 5, 6 or more • Network Adapter = The server must have at least 6 * 1Gbps RJ-45 Ethernet ports • Power Supply = 1300W AC & 240V HVDC Power Supply (Redundant hot-swappable) and power cords • Stability = Support long-term operating temperature under specific conditions 5-45 Degree Celcius • Chassis with 16SFF (2.5" HDD Chassis) for 2CPU Configuration

<ul style="list-style-type: none"> ○ Rack Mountable tool less chassis with rack rails & cable management arm • Accessories =Side rails and Cable management arm & Intelligent Security Bezel • Compatibility =Supports mainstream operating systems, such as Windows, Ubuntu, Oracle Linux, SELS, RHEL Linux and VMware Hypervisor
Vendor Evaluation Criteria: A. Mandatory Requirements <ul style="list-style-type: none"> 1. Bidder Must have Offices Available in Islamabad 2. Warranty & support for 3 years.
Components, modules, deliverables & quantities: 1 x Server Licenses 1 x VMware 3 x Windows Servers Standard Edition
Delivery Schedule, Timelines, milestones timelines, payment terms, training mechanism <ul style="list-style-type: none"> • The vendor must provide 24x7x365 maintenance & support; software releases and signature updates during the contract duration.
<ul style="list-style-type: none"> • 3 Years Warranty and Support

ANNEX 2: Quotation Forms

Supplier Quotation Form

From:	
Supplier's Representative:	
Title/Position:	
Address:	
Email:	

To:	Benazir Income Support program (BISP)
Purchaser's Representative:	Mr. Shahid Ali
Title/Position:	Director Procurement
Address :	Benazir Income Support program Block F, Pak Secretariat Islamabad 051-9246389
RFQ Ref No.:	[1-122/Proc/VDP-Implementation/BISP/2022]
Date of Quotation:	[]

Dear Mr Shahid Ali
Director-Procurement

SUBMISSION OF QUOTATION

1. Conformity and no reservations

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

2. Eligibility

3. We meet the eligibility requirements and have no conflict of interest, in accordance with the Request for Quotations as per Paras 7 to 19 of eligibility/qualification portion.

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 [_____].

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

Performance Guarantee will be issued as mentioned in this RFQ Document.

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: [-----

-----]

Title of the person signing the Quotation: [-----]

Signature of the person named above: [-----]

Date: [-----] day of [-----] [-----]

Price Schedules

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

Quotation for Goods: Price Schedule 1 For Goods to be supplied from within the Purchaser' country

1	2	3	4	5	6	7	8	9
S.No	Description of Goods /Brand Name	Delivery Date	Geographical Delivery Location	Quantity and physical unit	Unit price DDP Exclusive of taxes and duties as per the Annex-1	Total price per line item (Col. 5×6) DDP	General Sales Tax, GST	Total Price per line item (Col. 7+8)
<i>[insert number of the item] as per Annex-1</i>	<i>[insert name of Good] also mentioned the brand and other machine's details</i>	<i>Mentioned as per annex-1 if agree within 8-10 weeks of the signing of contract</i>	<i>Mention as per requirement (Annex-1)</i>	<i>Mention complete quantity against each line item as per Annex-1</i>	<i>Quote unit prices excluding sales tax and other taxes, the quoted rate must be DDP for the delivery point as mentioned in annex-1</i>	<i>Price DDP</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
Total Quotation Price								

Total Quotation: Price Schedule 2

The total price for the supply and delivery of the Goods, and related Services is as follows:

Price Schedule	Amount
Goods: Price Schedule 1	
Related Services: Price Schedule 2 <i>[if applicable]</i>	
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
 - (g) Subsequent letters and correspondences for clarifications and enquiries if any
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.

5. All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the Supplier within the warranty period.

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

[Note: All italicized text is for use in completing the contract and shall be deleted from the final Conditions of Contract]

<p>1. Definitions</p>	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"> (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 there from, 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
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	<p>has been accepted by the Purchaser and is named as such in the Contract Agreement.</p> <p>(o) “The Project Site,” where applicable, means the place named CC 2.</p>
2. Purchaser, Purchaser’s Country, Project Site/Final Destination	<p>2.1 The Purchaser is: Benazir Income Support Program (BISP)</p> <p>2.2 The Purchaser’s Country is: Pakistan</p> <p>2.3 The Project Site(s)/Final Destination(s) is/are: Benazir Income Support Program, Pak Secretariat, Block F Islamabad.</p>
3. Incoterms	3.1 The edition of Incoterms that shall apply is: DDP (Delivered Duty Paid)
4. Notices and Addresses for notices	<p>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.</p> <p><u>Address for notices to the Purchaser:</u></p> <p><i>Mr Shahid Ali</i></p> <p><i>Director Procurement</i></p> <p><i>Benazir Income Support Program [address]</i></p> <p><i>Dir.procurement@bisp.gov.pk, 051-9246389</i></p> <p><u>Address for notices to the Supplier:</u></p> <p><i>Name :</i></p>
5. Governing Law	<p>5.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan</p> <p>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:</p> <p>(a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or</p> <p>(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</p>

	goods from that country or any payments to any country, person, or entity in that country.
6. Settlement of Disputes	<p>(a) Contracts with Supplier national of the Purchaser's Country:</p> <p>In the case of a dispute between BISP and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the relevant laws of the Islamic Republic of Pakistan.</p>
7. Shipping and other documents to be provided	<p>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.</p> <p><u>Details of Shipping and other Documents to be furnished by the Supplier are:</u></p> <ul style="list-style-type: none"> i) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount manufacturer's or supplier's warranty certificate and Certificate of origin. ii) Delivery Challan duly signed by the user wing, confirming receipt of goods as per supply order issued by BISP.
8. Contract Price	<p>8.1 The Contract Price is specified in Price Schedule (1 and 2).</p> <p>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.</p>
9. Terms of payment	<p>9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><i>that the Direct Payment disbursement method will</i></p> <p>The Purchaser shall process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing.]</p> <p>Payment for Goods and Services supplied from within the Purchaser's Country:</p> <p>Payment shall be made in Pak. Rupees in the following manner:</p> <ul style="list-style-type: none"> (i) On Acceptance: Hundred (100) percent payment of the supplies delivered and accepted shall be made within thirty (30) working days of submission of claim vide sales tax invoice supported by acceptance and inspection certificate with other mandatory supporting documents as mentioned in this RFQ.

	<p>(ii) A copy of the NTN/sales tax, must be submitted along with the Sales Tax Invoices besides receipt of original delivery challan(s), in duplicate duly completed in all respect.</p> <p>(iii)Tax(s) if any, shall be deducted at source as per applicable taxation laws, while making the payments to the Supplier.</p>
10. Taxes and Duties	<p>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.</p> <p>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.</p> <p>10.3 While quoting for this RFQ or submitting the subsequent invoice for payment the supplier must segregate the duties and taxes whether direct (income tax) or indirect (sales tax, FED) in a separate column in tabulated format, which reflect the quantity, unit price, unit rate exclusive of taxes, tax rate and nature, amount inclusive and exclusive of taxes.</p>
11. Performance Security	<p>11.1 The Supplier, within 10 days of signing of contract, shall provide to the Purchaser a Performance Guarantee from any scheduled Bank of Pakistan equivalent to 5% of the total Contract amount in the shape of unconditional and irrevocable Bank Guarantee or pay order/CDR/Banker Cheque, on the prescribed format. The performance security shall be valid till the successful performance and completion of the contract will also be valid for the warranty period of the contract wherever applicable.</p>
12. Subcontractors	<p>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.</p>
13. Specifications and Standards	<p>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.</p>
14. Packing, marking and documentation	<p>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.</p>

	14.2 The packing, marking and documentation within and outside the packages shall be: <i>[insert the type of packing required, the markings in the packing and all documentation required; or refer to the Technical Specifications]. Please demonstrate below;</i>
15. Insurance cover	15.1 As per Applicable Incoterm i.e. Delivery Duty Paid (DDP)
16. Transportation	16.1 Responsibility for transportation of the Goods shall be in accordance Incoterm i.e. Delivery Duty Paid (DDP)
17. Inspections and Tests	17.1 Where the agency (BISP) deem it fit, the BISP or its representative may inspect finished products/goods at premises of the Supplier and only after satisfactory report the products/goods shall be transported to the final destination.
18. Delivery Date and Completion Date	18.1 The Delivery Date of the Goods shall be: within 4-5 weeks of receipt of signing of contract or Supply order, whichever is earlier, from the purchaser i.e BISP.
19. Liquidated damages and bonuses	<p>19.1 Delivery period is 4-5 weeks. Any request of extension will be dealt only in accordance with Force Majeure Clause and a penalty will be enforced at the rate of 0.035% per day for a maximum of 4 weeks. After expiration of LD time period, fixed LD will be charged @ 5% of the total project value.</p> <p>19.2 The maximum amount of liquidated damages shall be <i>[5%]</i> of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC 26.</p>
20. Warranty	20.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no legal and fundamental defect, arising from design, materials, or workmanship or from any act or omission of the Supplier that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.
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

	<p>forth in the WBG's Sanctions Framework, as set forth in Attachment A to the Conditions of Contract.</p> <p>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.</p>
23. Inspections and Audit by the Bank	<p>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).</p>
24. Limitation of Liability	<p>24.1 Except in cases of criminal negligence or willful misconduct,</p> <ul style="list-style-type: none"> (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	<p>25.1 The Supplier shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>25.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes.</p>

	<p>25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
<p>26. Termination</p>	<p>26.1 Termination for Default</p> <p>The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <ul style="list-style-type: none"> (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. <p>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.</p> <p>26.2 Termination for Convenience</p> <ul style="list-style-type: none"> (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 fifteen (15) 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: <ul style="list-style-type: none"> (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	<p>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.</p> <p>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.</p> <p>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.</p>
28. Child Labor	<p>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).</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> (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	<p>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 requirements stated in the Technical Specifications. The supplier must further follow the SOPs and other</p>

	precautionary measurment for covid pendamic for the performance of the contract.
30. Patent Indemnity	<p>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:</p> <ul style="list-style-type: none"> 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. <p>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.</p> <p>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.</p> <p>30.3 If the Supplier fails to notify the Purchaser within fifteen (15) 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.</p> <p>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.</p> <p>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</p>

	other documents or materials provided or designed by or on behalf of the Purchaser.
31. Change Orders and Contract Amendments	<p>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:</p> <ul style="list-style-type: none"> (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. i.e 15% (d) the place of delivery; (e) any test and/or inspection not required by the Contract but deemed necessary, pursuant to CC 17; and (f) The Related Services to be provided by the Supplier. <p>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 fifteen (15) days from the date of the Supplier's receipt of the Purchaser's change order.</p> <p>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.</p> <p>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.</p>
32. Change in Laws and Regulations	<p>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.</p>

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;

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- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring Mis-procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;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 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.

Sample Letter of Award of Contract

[modify as appropriate]

[use letterhead paper of the Purchaser]

[date]

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

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

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

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Annex-4

Form of Integrity Pact

Contract No. -----

Dated

Contract Value:

[name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

2. Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

3. [Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

4. [Name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

5. Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Purchaser:

Name of Supplier:

Signature:

[Seal]

Signature:

[Seal]