
REQUEST FOR QUOTATIONS

PACKAGE # B

PROCUREMENT OF OFFICE FURNITURE & FIXTURE ITEMS

Country: **Pakistan**

Project Name: **Punjab Rural Sustainable
Water Supply and Sanitation
Project**

Implementing Agency: **Punjab Rural Municipal
Services Company**

Loan No: **IBRD-92670**

Project ID No: **P169071**

Activity No: **PK-LG& CD-300945-GO-RFQ**

PUNJAB RURAL MUNICIPAL SERVICES COMPANY

[A company incorporated under Companies Act 2017]

INSTRUCTIONS TO OFFERORS

1. General

- 1.1** Quotations' prices submitted by the local Manufacturer/Authorized Dealer (**hereinafter referred to as "Offeror"**) must be firm & final, mentioning separately all applicable government taxes, duties and other levies as of the date of submission. If there is no mention of taxes, the offered / quoted price(s) shall be considered as inclusive of all prevailing taxes / duties. In case of any change in rates due to imposition of new taxes by the federal or provincial government, change in existing tax rates on the Contract Goods, the rate differential shall be payable by the Company to the Offeror refunded to the Company by the Offeror.
- 1.2** To receive payments under the contract, Offeror must be an active tax payer of Income & Sales Taxes. National Tax Number (NTN) and General Sales Tax (GST) Number with documentary proof shall have to be provided by the Offeror to receive payments under the contract.
- 1.3** Quotations may be submitted for complete package of Goods. The contract shall be awarded on complete package basis. Further, the quantities of Goods should be quoted in the same unit.
- 1.4** The name, brand, make and country of origin of Goods must be precisely stated in the quotation.
- 1.5** Discount/incentive, if any, offered by Offeror, shall not be considered. Moreover, the Offeror should quote only one rate for each item as per specifications. No alternate model/quote or separate accessories shall be accepted.
- 1.6** The Company shall not reimburse any expenses incurred in preparation and submission of Quotation.
- 1.7** A Quotation and all subsequent correspondence shall be in **English** language. It should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information in "English" language for each item quoted, including names and addresses of firms providing after-sales service facilities in Pakistan.
- 1.8** Payments on account of a Contract Agreement to successful Offerors shall only be made in Pakistani Rupees. Therefore, the rates quoted by the Offerors should be offered in Pakistani Rupees and shall be written in figures as well as words in the Quotation Submission Form & Price Schedule, provided at **Appendix-A & Appendix-B**, respectively.
- 1.9** Quotations shall be rejected and Offeror may be penalized if documents and/or literature submitted by the Offeror with the quotation, is found to be tampered at any stage. Also, Offeror(s) engaged in corrupt or fraudulent practices (including collusion / polling) shall be declared ineligible either indefinitely or for a stated period of time.

1.10 The Offeror (s) is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the quotations and entering into a Contract for execution of the procurement process.

1.11 Conditional quotations will not be acceptable.

2. Quotation Submission Requirements

2.1 Quotations shall be submitted in separate, sealed, opaque envelope, clearly mentioning the Package Title and Offeror's name and address.

2.2 The Offeror is required to offer/quote rate(s) in the format prescribed at **Appendix-B**. "Quotation Submission Form" (**Appendix-A**) is to be filled-in very carefully, preferably all documentation shall be either printed or written in permanent ink. Any alteration / correction must be initialed and stamped by an authorized representative of the Offeror, otherwise, the quoted rate(s) shall stand non-responsive. Every page is to be signed and stamped at the bottom. Serial number of the quoted item may be marked with red marker.

2.3 Entries with lead pencil are not acceptable.

2.4 The Quotation shall include without limitation, specifications and technical details of the Goods to be supplied, and supporting documents, brochures, leaflets, if any. Offerors shall be required to provide pictures and details of all the products they intend to supply. Whereas, the successful Offeror shall provide a sample of all the items, to be procured, for approval before the supply to meet their requirement.

2.5 A Quotation must be submitted strictly in accordance with the format, currency, the Technical Specifications & Schedule of Requirements (**Appendix-C**), specified by the Company in this Request for Quotation (RFQ) Document. Failure to submit Quotation on the Company specified documentation or format may result in rejection of the Quotation/ and the Company's decision in this regard shall be final.

2.6 The Offerors are requested to give their best and final prices as no negotiations are allowed.

2.7 Quotations shall be submitted on or before the due date and time mentioned by the Company in the "Procurement Notice" (but not later than 1600 hours), on a working day to following representative:

CHIEF EXECUTIVE OFFICER/PD
Punjab Rural Municipal Services Company,
5th Floor, KD Plaza, Opposite Zoom Petrol Pump, MM Alam Road, Lahore
Telephone: (042) 36407385

2.8 Quotations submitted after prescribed time shall not be entertained.

- 2.9 Each Offeror shall satisfy himself before bidding as to the correctness and sufficiency of this RFQ Document, the rates and prices entered in the Price Schedule, which rates and prices shall except otherwise expressly provided in the contract, cover all his obligations under the contract and all matters and things necessary for the proper completion of the resulting contract agreement.

3. Validity of Rates/Quotation

- 3.1 Quotations shall remain valid for a period of sixty (60) days from the date of submission. If the last date falls on a holiday, the validity shall be stand extended to the first working day of the Company thereafter. An Offeror, at its sole discretion, may allow any exception beyond validity period.

4. Eligibility Criteria

- 4.1 The Offeror must have at least Nine years of experience in manufacturing of furniture items. Supplier/Vendor should have his own production unit big enough to handle the order. The offeror must be registered as manufacturer/seller of Furniture.
- 4.2 List of Employees in the Factory at least 50 or greater.
- 4.3 The offeror must be registered/incorporated under the laws of "Islamic Republic of Pakistan. Documentary proofs to this effect shall have to be provided.
- 4.4 The offeror must have proper Business Location (Shop/Outlet) and landline telephone facility.
- 4.5 The offeror Average Annual Turnover for the last three financial years Rs. 60 Million or above.

5. Criteria for Quotation Evaluation

- 5.1 Offers determined to be substantially responsive to the eligibility Criteria and technical specifications, will be evaluated by comparison of their prices. The Company may ignore any trivial variations if it does not have any impact on the objective of Procurement. The award will be made to the firm offering the lowest evaluated price, on complete package (100% of items) & Delivered Duty Paid (DDP) basis, which best meets the required standards/ specifications of technical capabilities along with complying/ providing all the requisite information and documentation. **Provision of sample of Solid Rubber-wood , MDF & MS Frame/Legs at the time of bid opening date.**
- 5.2 In evaluating the quotations, the Company will adjust for any arithmetical errors as follows:
- (a) where there is a discrepancy between amounts in figures and in words, the amount in words shall govern;
 - (b) where there is a discrepancy between the unit rate and the line item total resulting

from multiplying the unit rate by the quantity(ies), the unit rate as quoted shall govern.

- (c) If an Offeror refuses to accept the correction, their quotation will be rejected.

In addition to the quoted price, the evaluated price shall include General Sales Tax (GST) applicable in the country.

6. Award of Contract

- 6.1** The award will be made to the Offeror(s), offering the lowest evaluated prices for the package and that meet the required standards of technical capabilities. A successful Offeror will sign a Contract as per attached Contract Agreement at **Appendix-D** and terms and conditions defined therein.
- 6.2** The Offeror whose quotation has been accepted will be notified of the award of contract through the Letter of Acceptance issued by the Company within thirty (30) days from the date of submission of quotation.

7. Rights of the Company

- 7.1** The estimated quantities of items in the package, have been mentioned at **Appendix-C**. The Company reserves the right to increase, decrease, delete or modify quantities of any item or Goods to be delivered under the Contract Agreement.
- 7.2** The Company reserves the right to reject any or all Quotations/Bids without assigning any reason. However, The Company shall upon request communicate, to any supplier or contractor who submitted a Quotation, the grounds for its rejection of all Quotations, but is not required to justify those grounds.
- 7.3** If an Offeror withdraws his quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then the Offeror will be excluded from the list of suppliers for the Company for duration which the Company may determine, appropriate.

APPENDIX A

Quotation Submission Form

(This Form must be submitted only using the Offeror's Official Letterhead/Stationery)

Date: _____

No: PK-LG&CD-300945-GO-RFQ

To: *[name and address of Purchaser]*

Having examined the RFQ document including Procurement Notice for Activity No. PK-LG&CD-289354-GO-RFQ, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the terms & conditions defined in the said RFQ document for the sum of *[total bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Quotation.

We undertake, if our Quotation is accepted, to deliver the goods in accordance with the delivery schedule specified in the Appendix viz. Technical Specifications & Delivery Schedule.

We agree to abide by this Quotation for a period of *[number]* days from the date fixed for Quotation Submission under Clause 3 of the Instructions to Offerors, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Quotation, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Authorized Signature: _____

Name and Title of Signatory _____

Name of Supplier: _____

Address : _____

Phone Number : _____

Fax Number, if any _____

APPENDIX C
Package-B : Office Furniture & Fixture Items
TECHNICAL SPECIFICATIONS

| S/N | Items Description | Specifications | Unit | Quantity |
|-----|----------------------------|---|----------|-------------|
| 1. | Blinds | PVC wooden blinds with frame with complete fitting and installation. | Per Sqft | 1200 |
| 2. | Wooden Cabinets | Made in lamination chipboard wall cabinet with approved sample with different size cabinet length with completed fitting on wall. | Per Sqft | 2500 |
| 3. | MDF Wall Parti-tion | Made in MDF sheet with 2.5" wooden frame inside with complete fitting as per 3D design given by vendor. | Per Sqft | 1500 |
| 4. | Reception Coun-ter | Reception wooden console size 4ft | Each | 1 |
| 5. | Wooden Console | 1200 sq ft Area PVC wooden blinds with frame with complete fitting and installation. | Each | 1 |
| 6. | Coat Hangers | Made in solid wood with wooden colour polish as per approved sample | Each | 07 |
| 7 | Executive Table | <p>Table size: 7x3x2.5".Table Top is made in Imported Solid Engineered Rubber wood,polish finished as per approved sample colour and structure made in 3/4" thick approved color Alnoor Brand high-density lamination board with imported 1mm thick PVC edging as per approved sample. Table has three in one fix drawer 18" wide on the right side with imported hardware fitting like Drawer Chanel, Handle, Lock etc. as per drawing/picture complete with all respect</p> <p>OFFICER SIDE RACK</p> <p>Size: 4' x 18" x 30" (H) (as per Design)Table Top is made in Imported Solid Engineered Rubber wood, polish finished and structure made in 3/4" thick approved color Alnoor Brand high-density MDF lamination board with imported 1mm thick PVC edging as per approved sample.Include One shelf and open table door</p> | Each | 02 |

| | | | | |
|----|----------------------------------|--|------|-----------|
| 8 | Executive Center Table | size 4x2.5 Made in 18swg MS frame with black powder coating with mdf lamination top as per 3d design | Each | 02 |
| 9 | Executive Chairs | Imported high Back Revolving Office Chair, Seat/Back Structure Made With Imported Plywood With Different Thicknesses Foam Over Imported Leatherette Poshish Finish, with imported SS arms with leatherrite pads, Five Finger SS Finish Base With Twin Disc PU Wheel, With Imported multi Mechanism machine, With Standard Height Hydraulic, Made in Taiwan / Korea. As Per Sample/Picture picture complete with all respect | Each | 02 |
| 10 | Executive Visitor Chairs | Imported Medium Back fixed Office Chair, Seat/Back Structure Made Imported with Different Thicknesses, structure made in ms pipe with blk powder coating | Each | 20 |
| 11 | Reception Centre table | Reception center table made of solid wood with top glass. | Each | 02 |
| 12 | Executive sofa Set | sofa set 3+1+1 Design Approved in 3d render given by vendor High density quick recovery with antimicrobial finish foam , Premium quality faux leatherette upholstery with solid wood & plywood durable structure with ms legs support and plywood 12 premium textured leatherette in square thick thread stitching in 1st quality Seat and back foam, inside high-quality belts wood structure & bottom with P.P gliders. Colour Scheme: As per approved | Set | 02 |
| 13 | Reception sofa set | 2+1+1 Design selected by 3d render image | Set | 02 |
| 14 | Reception hanging lamps | Hanging lamps As per 3d render given by vendor | Each | 05 |
| 15 | Media wall reception area | Area 750 sqft Media wall size (27x11)+(27x11) Designed in 3d with 3 side view in 3d render given by vendor on the date of opening Made in mdf sheet strips with polish with grass carpet patches inside with led rope light with all fitting | Each | 1 |

| | | | | |
|----|---------------------------------------|--|----------|------|
| 16 | Media wall Executive Room | vendor give 3d view render atleast 3 view Wall Size (13x9). Made in ash vineer sheet with open book shelves with polish include Wall padding install inside with leatherrite poshish | Each | 1 |
| 17 | Main hall area media wall | wall size (27x11) Made in acrylic sheet with vinyal pasting on wall as per 3d design selected | Each | 01 |
| 18 | PRMSC Led LOGO | Led Logo Selected as per 3d view according space Made in acrylic sheet with back light glow with all fitting | Each | 01 |
| 19 | Frosting / Paper fixing | Imported frosted paper pasting with strip design on door with complete fitting | Per Sqft | 4000 |
| 20 | LED Stand | Imported stylish led stand | Each | 03 |
| 21 | Dinning table with 8 chair Set | table size 6x3 Made in lamination sheet with 1mm pvc edging on border with imported chair | Each | 01 |
| 22 | wooden tender box | size 3x2.5x2.5 Made in lamination sheet with pvc edging on border with moveable wheels | Each | 01 |
| 23 | visitor chair for office boy | Medium Back fixed Office Chair, Seat/Back Structure Made Imported with Different Thicknesses, structure made in ms pipe with blk powder coating | Each | 06 |

DELIVERY SCHEDULE

The goods as per table (Specifications) above must be delivered within **forty five (45) days** from the date of award of contract, at the following address

CHIEF EXECUTIVE OFFICER
Punjab Rural Municipal Services Company,
5th Floor, KD Plaza, Opposite Zoom Petrol Pump, MM Alam Road, Lahore
Telephone: (042) 36407385

CONTRACT AGREEMENT

PACKAGE # B

PROCUREMENT OF OFFICE FURNITURE & FIXTURE ITEMS

Country: **Pakistan**

Project Name: **Punjab Rural Sustainable
Water Supply and Sanitation
Project**

Implementing Agency: **Punjab Rural Municipal
Services Company**

Loan No: **IBRD-92670**

Project ID No: **P169071**

Activity No: **PK-LG& CD-300945-GO-RFQ**

| | |
|--|--|
| For and on behalf of the Purchaser: | For and on behalf of the Supplier: |
| Signed: <i>[insert signature]</i> | Signed: <i>[insert signature]</i> |
| <i>[insert title or other appropriate designation]</i> | <i>[insert title or other appropriate designation]</i> |
| Witness :1 | Witness :1 |
| Signed: <i>[insert signature]</i> | Signed: <i>[insert signature]</i> |
| <i>[insert name]</i> | <i>[insert name]</i> |
| Witness :2 | Witness :2 |
| Signed: <i>[insert signature]</i> | Signed: <i>[insert signature]</i> |
| <i>[insert name]</i> | <i>[insert name]</i> |

Conditions of Contract

| | |
|-----------------------|--|
| 1. Definitions | <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 CC8.1, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.(f) "Day" means calendar day.(g) "Completion" means the fulfillment of the Related Services, as applicable, by the Supplier in accordance with the terms and conditions set forth in the Contract.(h) "CC" means the Conditions of Contract.(i) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.(j) "Party" means the Purchaser or the Contractor, as the context requires, and "Parties" means both of them.(k) "Purchaser" means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2.(l) "Purchaser's Country" is the country specified in the CC 2.(m) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract, as applicable.(n) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to |
|-----------------------|--|

| | |
|--|--|
| | <p>be supplied or execution of any part of the Related Services if applicable is subcontracted by the Supplier.</p> <p>(o) "Supplier" means the person, private or government entity, or a combination of the above, whose offer to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.</p> <p>(p) "The Project Site," where applicable, means the place named in the CC.</p> |
| 2. Purchaser, Purchaser's Country, Project Site/Final Destination | <p>2.1 The Purchaser is: Punjab Rural Municipal Services Company</p> <p>2.2 The Purchaser's Country is: Islamic Republic of Pakistan</p> <p>2.3 The Project Site/Final Destination is:</p> <p style="text-align: center;">CHIEF EXECUTIVE OFFICER/PD Punjab Rural Municipal Services Company, 5th Floor, KD Plaza, Opposite Zoom Petrol Pump, MM Alam Road, Lahore Telephone: (042) 36407385</p> |
| 3. Incoterms | <p>3.1 The edition of Incoterms that shall apply is: Incoterms 2020</p> |
| 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>A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p> <p style="text-align: center;"><u>Address for notices to the Purchaser:</u></p> <p style="text-align: center;">CHIEF EXECUTIVE OFFICER/PD Punjab Rural Municipal Services Company, 5th Floor, KD Plaza, Opposite Zoom Petrol Pump, MM Alam Road, Lahore Telephone: (042) 36407385</p> <p style="text-align: center;"><u>Address for notices to the Supplier:</u> <i>[insert the name of officer authorized to receive notices]</i> <i>[title/position]</i> <i>[department/work unit]</i> <i>[address]</i> <i>[Electronic mail address]</i></p> |
| 5. Governing Law | <p>5.1 The Contract shall be governed by and interpreted in accordance with the laws of Islamic Republic of Pakistan.</p> |
| 6. Settlement of Disputes | <p>6.1 In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's country, the dispute shall be referred to adjudication or arbitration in accordance with Pakistan Arbitration Act 1940.</p> |

| | |
|--|---|
| <p>7. Shipping and other documents to be provided</p> | <p>7.1 The Delivery of the Goods and Completion of the Related Services as applicable shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements.</p> <p>Details of Shipping and other Documents to be furnished by the Supplier are:</p> <ul style="list-style-type: none"> a. original and two copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount; b. Detailed description of material / equipment, item / accessories, no. of boxes, weight, dimension of supplied goods; c. manufacturer's or supplier's warranty certificate; <p>The above documents shall be received by the Purchaser at the time of delivery of Goods. If the documents are not received at the time of delivery, the Supplier will be responsible for any consequent expenses; or otherwise.</p> |
| <p>8 Contract Price</p> | <p>8.1 The Contract Price is specified in Price Schedule given at Annex – III.</p> <p>8.2 The unit Prices charged by the Supplier for the Goods supplied and the Related Services as applicable performed under the Contract shall not vary from the prices agreed in the Contract, unless otherwise agreed by the parties.</p> |
| <p>9 Terms of payment</p> | <p>9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods and Services supplied from within the Purchaser's Country shall be made in Pak. Rupees, as follows:</p> <ul style="list-style-type: none"> (i) On Delivery: payment will be made in accordance with the supply received. Partial supply and payment is allowed. (ii) A copy of the General Sales Tax ('GST') invoice showing the amount of sales tax must be submitted along with the invoice besides receipt of original delivery challan(s), in duplicate duly completed in all respect. In case GST is not applicable on the Goods to be procured, the Supplier shall have to provide the documentary evidence to the said effect. (iii) Deduction of income tax and other taxes will be made in accordance with the laws of the country. |
| <p>10 Taxes and Duties</p> | <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 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.</p> |

| | |
|--|---|
| 11 Subcontractors | 11.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in Supplier's offer. Such notification, in the original offer or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract. |
| 12 Specifications and Standards | 12.1 The Goods and Related Services if applicable supplied under this Contract shall conform to the technical specifications and standards mentioned in the Technical Specifications with pictorial explanations, 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. |
| 13 Packing, marking and documentation | 13.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. |
| 14 Insurance cover | 14.1 The insurance coverage shall be as specified in the Incoterms. |
| 15 Transportation | 15.1 Responsibility for transportation of the Goods shall be as specified in the Incoterms at CC 3. |
| 16 Site of inspections and tests | <p>16.1 The inspections and tests shall be conducted at:</p> <p style="text-align: center;">CHIEF EXECUTIVE OFFICER/PD Punjab Rural Municipal Services Company, 5th Floor, KD Plaza, Opposite Zoom Petrol Pump, MM Alam Road, Lahore Telephone: (042) 36407385</p> <p>16.2 The Company shall inspect the goods at three stages namely; (i) Raw Material, (ii) Semi-finish products/goods and (iii) finished products/goods at premises of the Supplier and products/goods shall be transported on satisfactory report by the Company and a notice to this effect.</p> <p>16.3 Final inspection of goods will also be carried out on receipt of goods at sties of delivery and payments shall be made against the Goods Receipt & Inspection Report duly signed by the purchaser on acceptance of goods.</p> |
| 17 Delivery Date and Completion Date | <p>17.1 The Goods shall be delivered within 45 days from the date of award of contract.</p> <p>17.2 Deployment, Installation, Configuration and training, in respect of procured item(s), shall be provided to the staff of the Company, by the Supplier(s).</p> <p>17.3 <i>Partial supply is allowed provided that complete supply should not go beyond 45 days.</i></p> |
| 18 Warranty | 18.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent |

| | |
|--|--|
| | <p>improvements in design and materials, unless provided otherwise in the Contract.</p> <p>18.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.</p> <p>18.3 The warranty, shall remain valid for twelve (12) months, whichever is more, after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination.</p> <p>18.4 The period for repair or replacement after being notified of the defect by the Purchaser shall be 30 days.</p> <p>18.5 If having been notified, the Supplier fails to remedy the defect within the period specified in CC 18.4, 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.</p> <p>18.6 For purposes of this warranty, the place(s) of final destination shall be: Punjab Rural Municipal Services Company.</p> |
| <p>19 Fraud and Corruption</p> | <p>19.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in the attachment (Annex – IV) to the Conditions of Contract.</p> <p>19.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the direct contracting process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p> |
| <p>20 Inspections & Audit by the Bank</p> | <p>20.1 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, sub-consultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the respect to the direct contracting process or contract execution. The Supplier's and its subcontractors attention is drawn to CC 19.1 (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> |
| <p>21 Limitation of Liability</p> | <p>21.1 Except in cases of criminal negligence or willful misconduct,</p> <p>(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</p> <p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the</p> |

| | |
|--------------------------------|--|
| | <p>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.</p> |
| <p>22 Force Majeure</p> | <p>22.1 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>22.2 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>22.3 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>22.4 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party.</p> |
| <p>23 Termination</p> | <p>23.1 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>23.2 Termination for Convenience</p> <p>(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.</p> <p>(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:</p> <p>(i) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(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.</p> |
| <p>27. Amendment / Variation</p> | <p>27.1 All additions, amendments and variations to this agreement shall be binding only if in writing and signed by the parties or their duly authorized representatives and could be made by means of exchange of correspondence</p> |
| <p>28. Liquidated damages and bonuses</p> | <p>28.1 The liquidated damage shall be 0.1% of the price of the delayed Goods or unperformed Services for each day or part thereof of delay until actual delivery or performance.</p> <p>28.2 The maximum amount of liquidated damages shall be 10 % of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Contract.</p> |

ANNEX - II
TECHNICAL SPECIFICATIONS

[Insert technical characteristics and applicable standards, details of Related Service, if any, etc. of the Goods being offered by the Supplier]

ANNEX – III
PRICE SCHEDULE

| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
|----------------------|----------------------|---------------------------------------|----------------------------|----------------|--|---------------------------------|--------------------------------------|
| Line Item N° | Description of Goods | Delivery Date as defined by Incoterms | Quantity and physical unit | Unit price DDP | Total DDP price per line item (Col. 4x5) | Sales Tax payable per line item | Total Price per line item (Col. 6+7) |
| 1. | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |
| 4 | | | | | | | |
| 5 | | | | | | | |
| 6 | | | | | | | |
| Total Price = | | | | | | | |

ANNEX – IV

FRAUD AND CORRUPTION (Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address

such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

- d. Pursuant to the Bank's Anti-Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated 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.