

# **Request for Quotations**

## **Procurement of Office Furniture**

**(Reference # PK-P&DD QUETTA-309739-GO-RFQ)**

**Baluchistan Livelihoods & Entrepreneurship Project  
(P159292),**

**Planning & Development Department**

**Government of Balochistan**

**Address: H # 450-5/9 Tajik Abad Killi Shabo, Quetta**

**Country: Islamic Republic of Pakistan**

**Loan No. /Credit No. / Grant No:**

**IDA 65440 / IDA D5650 / TF-B2123-PK**

**September 2022**



**Balochistan Livelihood and Entrepreneurship Project (BLEP)**  
**Planning & Development Department Government of Balochistan,**  
H # 450-5/9 Tajik Abad Killi Shabo, Quetta  
Ph: 081-2823304, 081-2823217, Email: khurram.sheheryar@blepgob.org.pk)

**Dated:** September 2<sup>nd</sup> 2022

**SECTION-I**

**REQUEST FOR QUOTATION (RFQ)**

**To:** \_\_\_\_\_

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**Subject:** **REQUEST FOR QUOTATION FOR SUPPLY OF OFFICE FURNITURE**

1. The PMIU-BLEP (the Implementing Agency) indicated above invites your quotation for the Supply of Office Furniture described below. For the purposes of any resulting contract, the Implementing Agency or their named representative shall be the Purchaser.
2. You are invited to submit your formal quotation(s) for supply of Office Furniture for Baluchistan Livelihood and Entrepreneurship Project (BLEP) – (P159292), as per specifications mentioned in Section-III. You can quote for the categories/ items under this Invitation. Manufacturer / suppliers must quote for all items in this RFQ. Quotations will be evaluated and contract will be awarded to the technically responsive suppliers / manufacturer offering lowest quoted amount.
3. Your quotation(s) must be sealed, on firm / company’s letterhead and marked as “Quotation for Supply of Office Furniture” and addressed to the Head of the Project, Balochistan Livelihood and Entrepreneurship Project (BLEP) – (P159292), as per following address: H # 450-5/9 Tajik Abad Killi Shabo, Quetta. Contact: 081-2823304, 081-2823217.
4. Your quotation should be accompanied by adequate technical documentation complete in all aspects, previous such kind of supply orders, company profile and catalogue(s) and other printed material or pertinent information for each item quoted.
5. The deadline for receipt of your quotation(s) by the Purchaser at the address indicated in Paragraph-3 is on or before **11:00 AM (PST) on September 22<sup>nd</sup>, 2022**. Your quotation(s) should be submitted as per the instructions contained in the RFQ. The received quotations will be opened on the closing date and time as mentioned above. Late Quotations will not be accepted and shall be rejected.

The prices should be quoted in Pak Rupees and should be inclusive of all applicable taxes / stamp duty and transportation charges prevailing in Baluchistan Province and other levies payable by the supplier under the contract till the final/ named place of destination.

6. Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their rates, in addition to the eligibility and qualification requirements outlined in the Section-II of this RFQ Document.

The award will be made to the firm offering the lowest evaluated rates that best meets the required standards/ specifications of technical capabilities along with complying/ providing all the requisite information and documentation.

7. Your quotation(s) shall be valid for a period of **45 Days** from the date for receipt of quotation(s) indicated in Paragraph 5 above.

## **SECTION-II**

### **Instructions for Preparing Quotations**

1. **Scope of Procurement:** Invites formal quotations for Supply of Office Furniture as described in the Technical Specifications as mentioned in Section-III. The successful supplier will be expected to complete the delivery of Office Furniture within due time.
2. **Eligibility to Quote:**
  - a. Submit only one Quotation, for all items by the registered firm. Joint Venture firm must be registered in FBR as a joint venture and all partners shall be jointly and severally liable for the execution of the Contract.
3. **Qualification of the Manufacturers / Suppliers:** To qualify for award of Contract, a Manufacturers / Suppliers must meet the following Qualifying Criteria:
  - a. Firm /Manufacturer must be registered in FBR as an active taxpayer.  
*(Copies of NTN & GST Certificates must be required).*
  - b. Supplier / Manufacturer must have at least three (03) years supplying / manufacturing experience of relevant items.  
*(Copies of contracts / purchase / supply / work orders / letter of award etc must be required to justify working experience)*
  - c. Goods shall be supplied strictly in accordance with the required specifications.
4. **Terms and Conditions:**
  - Validity of quotations must not be less than **45 Days** from the date of receiving / opening.
  - Conditional quotations will not be acceptable.
  - Manufacturers / Suppliers must quote all items as required in this RFQ, quotations with partial / incomplete quantities shall be rejected.
  - Payment shall be made within 30 days against invoice & sales tax invoice.
  - Quotation amount should be in Pak Rupees.
  - Supplier / manufacturer are requested to give their best and final prices as no negotiation are expected / allowed.
  - Quantity can be increased/decreased by 15% of Contract amount.
  - Quotation must be submitted on manufacturer / firm's letterhead (signed & stamped)
  - All applicable taxes shall be deducted according to government rules.
  - Incomplete/conditional or overwritten quotations shall not be considered.
  - Furniture must be delivered at various sites of Baluchistan as mentioned in delivery schedule.
  - Preference may be given to offeror with minimum delivery time e.g. if the quoted price of two offerors is same, then preference shall be for the supplier providing minimum delivery time except force majeure.
  - The Quotations shall be having DDP rates i.e. including all charges.
  - Warranty shall be at least for **Six (06) Months** that shall be commence on handing over and acceptance of the Furniture by the purchaser. The warranty shall include free maintenance and repair.
  - The rates should be inclusive of delivery of goods as per delivery schedule.
  - Supplier / manufacturer has to pay all **taxes and stamp duty** as per the law of Baluchistan Government.

- The Head of the Project, Baluchistan Livelihood and Entrepreneurship Project (BLEP)– (P159292), reserves the right to accept or reject all quotations as per World Bank Procurement Regulations 2016.

5. **Contents of quotation Documents:** The set of RFQ documents is comprised of the Sections listed below:

- a. Section I Request for Quotation
- b. Section II Instruction for Preparing Quotations
- c. Section III Schedule of Requirement / Specifications
- d. Section IV Form of Quotation

6. **Documents Comprising the quotation:** The Quotations submitted by the Supplier shall comprise of the following documents:

- (i) Form of Quotation (*as per sample attached*)
- (ii) Qualification Information
- (iii) Copies of taxation documents, contracts / purchase / supply / work orders / letter of award etc

7. **Validity of Quotations.** 45 days.



8. **Delivery time.** The required Office Furniture has to be delivered within 30 days after Contract Signing.

9. **Warranty.** Six (06) Months.



## **SECTION III - SCHEDULE OF REQUIREMENTS**

### **3.1 Detail Description and Specifications of Office Furniture**


Following are the Technical specifications of Office Furniture:

<b>S. No</b>	<b>Item Description</b>	<b>Qty (Nos)</b>	<b>Unit Rates (PKR)</b>	<b>Total Amount (PKR)</b>
1	<p><b>Executive Chair</b></p>  <p>High quality revolving chair, cushioned with black leatherite, with high back. Complete with 5-leg revolving pedestal. Movable on caster wheels. Height adjustment facility with hydraulic jack</p>	12		
2	<p><b>Executive Table</b></p>  <p>Structure made of 700 density chipboard pressed with Shisham veneer on both sides. Wooden part with solid Seasoned wood. With 3 drawers lockable. Complete with NC lacquer dark brown finish. Size: 4 feet x 3 feet x 2.5 feet (H). Matching side rack with two lockable doors with two shelves each. Complete structure made of 700 density chipboard pressed with Shisham veneer on both sides and Shisham wood edges. Complete finish with NC lacquer dark brown finish. Size: 03 feet x 02 feet x 2.5 feet (H)</p>	12		

3	<p><b>Office Table</b></p>  <p>Top/side panels made of high-density chipboard pressed with shisham veneer on both sides, Shisham wood edges, one-side three drawers, top drawer lockable, with through back. Finished with N. C. lacquer dark brown finish.  <b>Size</b> 03 feet x 2.5 feet x 2.5 feet (H)</p>	45		
4	<p><b>Revolving Chair</b></p>  <p>Seat &amp; back cushioned with 1st quality foam covered with sofa cloth. Revolving base of nylon rubber legs with mild steel structure, with arms. Height adjustment with hydraulic jack.</p>	50		

5	<p><b>Visitor Chairs</b></p>  <p>Leatherette imported, Arm Type: Fixed Arms, Armrest: Fixed, Leg Material: Stainless Steel</p>	180		
6	<p><b>Wooden File Racks</b></p>  <p>Structure having five (05) shelves made of high-density Chipboard pressed with both sides shisham veneer with Shesham wood edges. Finished with N. C. lacquer dark brown finish. Size: 04 feet x 6.25 feet x 12 inches depth x 15 inches (shelf height)</p>	34		



7	<p><b>Centre Table</b></p>  <p>C.T. Size: 915 x 600 x 410 mm (H) Table one side panel made of high density chipboard pressed with veneer on both sides and legs made of solid seasoned shisham wood. Finished with N.C lacquer. With glass top.</p>	10		
	<b>Total (PKR)</b>			

### 3.2 Delivery Schedule

S.No	Item Description	To be deliver at PMIU-BLEP [Qty (Pcs)]	District Offices	To be deliver at District Offices [Qty (Pcs)]		Total Quantities Required [Qty (Pcs)]
1	Executive Chair	4	Zhob,	8	One (01) in each District	12
2	Executive Table	4	Shirani,	8	One (01) in each District	12
3	Office Table	5	QilaSaiullah,	40	Five (05) in each District	45
4	Revolving Chair	10	Pashin,	40	Five (05) in each District	50
5	Visitor Chair	20	QilaAbdullah,	160	Twenty (20) in each District	180
6	Wooden File Rack	10	Mastung, Noshki & Chaghi (Daldandin)	24	Three (03) in each District	34
7	Centre Table	10	-	-	-	10

**Head of the Project,  
Baluchistan Livelihood and Entrepreneurship Project,  
Planning & Development Department,  
Government of Baluchistan**

**SECTION IV - FORM OF QUOTATION**

*(On company's / dealer's letterhead)*

\_\_\_\_\_ (Date)

**To:**

**Head of the Project, PMIU  
Balochistan Livelihood and Entrepreneurship Project (BLEP) (P159292),  
Under the Government of Balochistan, Planning & Development Department  
H # 450-5/9 Tajik Abad Killi Shabo, Quetta**

We offer to execute the goods/services of items for the contract of **Procurement of Office Furniture** in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of \_\_\_\_\_ (amount in words and numbers) (\_\_\_\_\_). We propose to complete the delivery of goods described in the Contract within the following delivery time from the date of signing of the contract.

**Price (inclusive of all taxes & stamp duty) and Schedule for Supply:**

<b>S.No</b>	<b>Item Name with detailed Specification</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price (Inclusive of taxes, duties etc)</b>	<b>Delivery Time</b>
					30 Days after signing of Contract

This quotation and your written acceptance will constitute a binding contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

We hereby confirm that this Quotation complies with the validity of the quotation required by the RFQ documents.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Supplier: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number, if any: \_\_\_\_\_

# Contract Agreement

THIS CONTRACT made the \_\_\_\_\_ day of \_\_\_\_ 2022.

BETWEEN

- (1) **Head of the Project, Balochistan Livelihoods and Entrepreneurship Project (BLEP)** and having its principal place of business at **H # 450-5/9 Tajik Abad Killi Shabo, Quetta** (hereinafter called “the **Purchaser**”), of the one part, and
- (2) \_\_\_\_\_, a Firm incorporated under the laws of *Pakistan* and having its principal place of business at \_\_\_\_\_. (hereinafter called “the **Supplier**”), of the other part:

The Purchaser and the Supplier agree as follows:

1. In this Contract 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 Contract. This Contract shall prevail over all other Contract documents.
  - (a) Conditions of Contract
  - (b) the Purchaser’s Requirements (including the Schedule of Requirements, Technical Specifications and Delivery Schedule)
  - (c) the completed Schedules (including Price Schedules)
  - (d) Quotation of the Supplier submitted
  - (e) Notification of Intention to Award Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Contract, the Supplier hereby covenants with the Purchaser to provide the Goods 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 the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with the laws of *Pakistan* on the day, month and year indicated above.

**For and on behalf of the Purchaser:**

Signed: \_\_\_\_\_

In the capacity of: **Head of the Project – Balochistan Livelihoods and Entrepreneurship Project (BLEP), Quetta.**

In the presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_

**For and on behalf of the Supplier:**

Signed: \_\_\_\_\_

In the capacity of \_\_\_\_\_

In the presence of:

3. \_\_\_\_\_

4. \_\_\_\_\_

# Conditions of Contract

<b>1. Definitions</b>	<p>1.1 <i>The following words and expressions shall have the meanings hereby assigned to them:</i></p> <ul style="list-style-type: none"><li>(a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</li><li>(b) “CC” means the Conditions of Contract.</li><li>(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.</li><li>(d) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.</li><li>(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.</li><li>(f) “Day” means calendar day.</li><li>(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.</li><li>(h) “CC” means the Conditions of Contract.</li><li>(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.</li><li>(j) “Party” means the Purchaser or the Contractor/Supplier, as the context requires, and “Parties” means both of them.</li><li>(k) “Purchaser” means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2.</li><li>(l) “Purchaser’s Country” is the country specified in the CC 2.</li><li>(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.</li><li>(n) “Subcontractor” means any person, private or</li></ul>
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	<p>government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services if applicable is subcontracted by the Supplier.</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>
<b>2. Purchaser, Purchaser’s Country, Project Site/Final Destination</b>	<p>2.1 The Purchaser is <i>Head of the Project, Balochistan Livelihood and Entrepreneurship Project (BLEP), Quetta.</i></p> <p>2.2 The Purchaser’s Country is: <i>Pakistan</i></p> <p>2.3 The Project Site(s)/Final Destination(s) is <i>PMIU on H # 450-5/9 Tajik Abad Killi Shabo, Quetta.</i></p>
<b>3. Incoterms</b>	3.1 The edition of Incoterms that shall apply is <i>INCOTERM 2020.</i>
<b>4. Notices and Addresses for notices</b>	<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 a receipt</p> <p>Notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p> <p><u>Address for notices to the Purchaser:</u></p> <p><i>Mr. Rab Nawaz Khethran -Head of the Project, Balochistan Livelihood and Entrepreneurship Project (BLEP) H # 450-5/9 Tajik Abad Killi Shabo, Quetta</i></p> <p><u>Address for notices to the Supplier:</u></p> <p>Name: _____</p> <p>Address: _____.</p> <p>Email: _____</p>
<b>5. Governing Law</b>	5.1 The Contract shall be governed by and interpreted in accordance with the laws of: <i>“Islamic Republic of Pakistan”.</i>
<b>6. Settlement of Disputes</b>	<p>(a) Contracts with Supplier national of the Purchaser’s Country:</p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser’s Country, the dispute shall be referred to adjudication or arbitration in accordance with the Arbitration Act of 1940</p>

<p><b>7. Shipping and other documents to be provided</b></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: (1) Invoice, (2) Manufacturer’s warranty certificate,</p> <p>The above documents shall be received by the Purchaser:</p> <p>(i) before arrival of the Goods, if the mode of payment is through letter of credit if so specified in CC 9. If the documents are not received before arrival of the Goods, the Supplier will be responsible for any consequent expenses; or otherwise;</p> <p>(ii) On shipment to final destination.</p>
<p><b>8 Contract Price</b></p>	<p>8.1 The Contract Price is specified in Price Schedule.</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.</p>
<p><b>9 Terms of payment</b></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>(i) <b>Payment:</b></p> <p>Payment shall be made within 30 days after submission of invoice and receiving copy of delivery challan</p>
<p><b>10 Taxes and Duties</b></p>	<p>10.1 For Goods manufactured outside the Purchaser’s Country, the Supplier shall be entirely responsible for all taxes, duties, stamp duty, 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, stamp duty, 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>
<p><b>11 Performance Security</b></p>	<p>Not Applicable</p>
<p><b>12 Subcontractors</b></p>	<p>12.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in Supplier’s offer. Such notification, in the original offer or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.</p>

<b>13 Specifications and Standards</b>	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.
<b>14 Packing, marking and documentation</b>	14.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.  14.2 The packing, marking and documentation within and outside the packages shall be: <i>refer to the Technical Specifications</i>
<b>15 Insurance cover</b>	15.1 The insurance coverage shall be as specified in the Incoterms 2020 and supplier is responsible for safe delivery of goods to the final destination.
<b>16 Transportation</b>	16.1 Responsibility for transportation of the Goods shall be as specified in the Incoterms.  If not in accordance with Incoterms, responsibility for transportations shall be as follows: "The Supplier is required under the Contract to transport the Goods to a specified place of final destination defined as the Project Site. Transport to such place of destination in the Purchaser's Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price  "Mode of Transport: By Road.
<b>17 Site of inspections and tests</b>	17.1 The inspections and tests shall be conducted at: <i>Suppliers site; refer to the Technical Specifications</i>
<b>18 Delivery Date and Completion Date</b>	18.1 Goods from the Purchaser's Country: the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (as mentioned in the delivery schedule)  18.2 The Delivery Date of the Goods shall be <u>within 30 days after signing of contract</u>
<b>19 Liquidated damages and bonuses</b>	<i>Not Applicable</i>
<b>20 Warranty</b>	20.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all



	<p>recent improvements in design and materials, unless provided otherwise in the Contract.</p> <p>20.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.</p> <p>20.3 The warranty shall be for <b>Six (06) Months</b> after the Office Furniture have been delivered to and accepted at the final destination,</p> <p>20.4 The period for repair or replacement after being notified of the defect by the Purchaser shall be [03] business days.</p> <p>20.5 If having been notified, the Supplier fails to remedy the defect within the period specified in CC 20.4; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier’s risk and expense and without prejudice to any other rights, which the Purchaser may have against the Supplier under the Contract.</p> <p>For purposes of this warranty, the place(s) of final destination(s) shall be: H # 450-5/9 Tajik Abad Killi Shabo, Quetta</p>
<b>21 Copyright</b>	<p>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.</p>
<b>22 Fraud and Corruption</b>	<p>22.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in the attachment to the Conditions of Contract.</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 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>
<b>23 Inspections and Audit by the Bank</b>	<p>23.1 Pursuant to paragraph 2.2 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</p>

	<p>subcontractor’s 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>
<p><b>24 Limitation of Liability</b></p>	<p>24.1 Except in cases of criminal negligence or willful misconduct,</p> <ul style="list-style-type: none"> <li>(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</li> <li>(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.</li> </ul>
<p><b>25 Force Majeure</b></p>	<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>25.4 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing</p>

	<p>which either Party may terminate the Contract by giving a notice to the other Party.</p>
<p><b>26 Termination</b></p>	<p>26.1 Termination for Default</p> <p><i>The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</i></p> <ul style="list-style-type: none"> <li>(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;</li> <li>(ii) if the Supplier fails to perform any other obligation under the Contract; or</li> <li>(iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, in competing for or in executing the Contract.</li> </ul> <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"> <li>(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.</li> <li>(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: <ul style="list-style-type: none"> <li>(i) to have any portion completed and delivered at the Contract terms and prices; and/or</li> <li>(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.</li> </ul> </li> </ul>

## 1. List of Goods and Delivery Period

S. No	Description of Goods	Quantity required (Nos)	Place of Final Destination	Applicable Incoterms (e.g. CIP / FCA/ EXW / DDP etc.)	Delivery Period from date of contract signing
1			<i>As mentioned in Section III (Delivery Schedule)</i>	DDP, Quetta	Within 30 days after signing of Contract
2					
3					
4					

# Price Schedule

## Goods to be supplied from within the Purchaser's country

1	2	3	4	5	6	7	8	9
Line Item No  (Lot Nos)	Description of Goods	Delivery Date as per Incoterms	Quantity and physical unit	Unit price DDP Delivered  PKR	Total DDP price per line item (Col. 4x5)  PKR	<i>[ IF REQUIRED ]</i> Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination as specified in the invitation	(if known) Sales, other taxes & stamp duty payable per line item if Contract is awarded	Total Price per line item (Col. 6+7)
		Within 30 days after signing of Contract						
<b>Total Price</b>								

## Price Schedule Contract Price

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

Price Schedule	Amount
Goods: Price Schedule	
Related Services:	Not Applicable
<b>Contract Price PKRs</b>	

# Attachment A to the Conditions of Contract

## Fraud and Corruption

*(Text in this Appendix shall not be modified)*

### 1. Purpose

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

### 2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
  - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
  - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
  - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
  - v. "obstructive practice" is:
    - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
    - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring 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;<sup>1</sup> (ii) to be a nominated<sup>2</sup> sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect<sup>3</sup> all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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<sup>1</sup> 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.

<sup>2</sup> 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.

<sup>3</sup> 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.