



# **REQUEST FOR QUOTATIONS**

## **SUPPLY & INSTALLATION OF 80 KWP HYBRID SOLAR POWER SYSTEM FOR OFFICE BUILDING OF SINDH IRRIGATION & DRAINAGE AUTHORITY (SIDA) LEFT BANK BARRAGE COLONY HYDERABAD**

|                      |                                                            |
|----------------------|------------------------------------------------------------|
| Country:             | Pakistan                                                   |
| Project Name:        | Sindh Water & Agriculture Transformation<br>(SWAT) Project |
| Implementing Agency: | Sindh Irrigation & Drainage Authority (SIDA)               |
| Loan No:             | 7255-PK                                                    |
| Project ID No:       | P167596                                                    |
| Activity No:         | PK-SIDA-383109-GO-RFQ                                      |

**October 2023**



# Sindh Irrigation & Drainage Authority (SIDA)



## SPECIFIC PROCUREMENT NOTICE (SPN)

### REQUEST FOR QUOTATION (RFQ)

#### **Supply & Installation of 80 kwp Hybrid Solar Power System for Office Building of Sindh Irrigation & Drainage Authority (SIDA) Left Bank Barrage Colony Hyderabad**

The Government of Sindh has received a credit from the International Development Association (IDA) to implement the Sindh Water & Agriculture Transformation (SWAT) Project. These funds will be utilized for rehabilitation of the Main Canals, Branch Canals and Distributaries/ Minors and their structures, capacity development of institutions involved in implementation of the project.

SIDA invites sealed quotations for the Supply & Installation of 80 kwp Hybrid Solar Power System for Office Building of Sindh Irrigation & Drainage Authority (SIDA) Left Bank Barrage Colony Hyderabad, from reputed manufacturers, interested firms / suppliers / companies registered with FBR, SRB and other government bodies, where registration under the law is mandatory for the following work, as per the specifications and terms & conditions, provided in the Request for Quotation Document having previous experience of this type of work. The interested firm must have five years of experience to supply & installation of Hybrid Solar Power System.

You are invited to submit your priced quotation(s) for the Supply & Installation of 80 kwp Hybrid Solar Power System for Office Building of Sindh Irrigation & Drainage Authority (SIDA) Left Bank Barrage Colony Hyderabad for SWAT Project as per specification. Quotations will be evaluated and contract will be awarded to the respective firm/supplier offering lowest price among the technically responsive quotation.

The quotation(s) should be accompanied by adequate technical documentation complete in all aspects, previous such kind of work orders, company profile and catalogue(s) and other printed material or pertinent information for each item quoted, including names and addresses of firms/suppliers.

Procurement will be conducted through the World Bank's Procurement Method of Request for Quotations, as specified in the World Bank "Procurement Regulations for IPF Borrowers" July 2016 (as amended from time to time).

This RFQ document may be obtained from the address given below and also available on the website [www.sida.org.pk](http://www.sida.org.pk)

Your quotation(s) must be addressed to the Project Director SWAT Project. Quotations must be delivered to the address below on or before 25th October, 2023 at 11:00 AM. The received quotations will be opened on the closing date at the address given below at 11:30 AM.

Late Quotations will not be accepted and will be rejected. Electronic submission is not permitted.

#### **Project Director**

Sindh Water & Agriculture Transformation (SWAT) Project

Sindh Irrigation & Drainage Authority (SIDA)

Left Bank Barrage Colony, Hyderabad

E-mail Address: [pdswat@sida.org.pk](mailto:pdswat@sida.org.pk)

Phone #: 022-9210068 Fax: 022-9210081

# INSTRUCTIONS TO BIDDERS

## 1. General

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- 1.1 Quotations' prices submitted by the local Manufacturer/Authorized Dealer (**hereinafter referred to as "Bidder"**) 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 Bidder or refunded to the Company by the Bidder.
- 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 must be submitted for the Supply & Installation of 80 Kwp Hybrid Solar System. The contract shall be awarded on complete package basis.
- 1.4 Discount/incentive, if any, offered by Bidder, shall not be considered. Moreover, the Bidder should quote only one rate for each item as per specifications. No alternate model/quote or separate accessories shall be accepted.
- 1.5 The Company shall not reimburse any expenses incurred in preparation and submission of Bids.
- 1.6 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.
- 1.7 Payments on account of a Contract Agreement to successful Bidders shall only be made in Pakistani Rupees. Therefore, the rates quoted by the Bidders 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.
- 1.8 Quotations shall be rejected and Bidder may be penalized if documents and/or literature submitted by the Bidder with the quotation, is found to be tampered at any stage. Also, Bidder(s) engaged in corrupt or fraudulent practices (including collusion / polling) shall be declared ineligible either indefinitely or for a stated period of time.
- 1.9 The bidder(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 bidding.
- 1.10 Conditional quotations will not be acceptable.

## 2. Quotation Submission Requirements

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

- 2.2 The bidder 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 Bidder, 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. Bidders shall be required to provide pictures and details of all the products they intend to supply.
- 2.5 A Quotation must be submitted strictly in accordance with the format, currency, the Technical Specifications & Schedule of Requirements (**Appendix-C**), specified by SIDA in this Request for Quotation (RFQ) Document. Failure to submit Bid on SIDA specified documentation or format may result in rejection of the Quotation/ and the SIDA’s decision in this regard shall be final.
- 2.6 The bidders 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 SIDA in the “Procurement Notice” (but not later than 1100 hours), on a working day to following representative:

**Project Director**

Sindh Water & Agriculture Transformation (SWAT) Project  
Sindh Irrigation & Drainage Authority (SIDA)  
Left Bank Barrage Colony, Hyderabad  
E-mail Address: [pdswat@sida.org.pk](mailto:pdswat@sida.org.pk)  
Phone #: 022-9210068 Fax: 022-9210081

- 2.8 Quotations submitted after prescribed time shall not be entertained.
- 2.9 Each bidder 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**

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- 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 SIDA thereafter. The Bidder, at its sole discretion, may allow any exception beyond validity period.

### 4. **Eligibility Criteria**

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- 4.1 The bidder must be a local supplier/importer or have their authorized dealer. The bidder must demonstrate his experience of supply and installation of solar panels (at least 04 assignments) for the last five year.
- 4.2 The bidder must have a proper Business Location (Shop/Outlet) and landline telephone facility.
- 4.3 The bidder must be registered with Income & Sales Tax Departments and must be in Active Tax Payers List.
- 4.4 Supplier not the individual shall must be registered with alternative energy development board (AEDB) in category C1.
- 4.5 Affidavit that the bidders have not been Black listed by any Government/Semi Government

/Autonomous Body.

- 4.6 Affidavit in which the bidder undertakes that it is not involved in any litigation.

## 5. Criteria for Quotation Evaluation

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- 5.1 Offers determined to be substantially responsive to the eligibility Criteria and technical specifications, will be evaluated by comparison of their prices. SIDA 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 itemized & 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.

- 5.2 In evaluating the quotations, the SIDA 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 a bidder 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

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

## 7. Rights of Sindh Irrigation and Drainage Authority (SIDA)

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

## Quotation Submission Form

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

Date: \_\_\_\_\_  
No: PK-SIDA-383109-GO-RFQ

To: *[name and address of Purchaser]*

Having examined the RFQ document including Procurement Notice for Activity No. PK-SIDA-383109-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 Bidders, 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 \_\_\_\_\_

## SCHEDULE OF PRICES

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

| Pak Rupees                                           |                                        |          |                                     |                                     |                                                                                  |
|------------------------------------------------------|----------------------------------------|----------|-------------------------------------|-------------------------------------|----------------------------------------------------------------------------------|
| Item No.                                             | Description/<br>Specification of Goods | Quantity | Unit Price<br>Exclusive of<br>Taxes | Unit Price<br>Inclusive of<br>Taxes | Total Price per<br>Item<br>Inclusive of All<br>Government<br>applicable<br>Taxes |
|                                                      |                                        |          |                                     |                                     |                                                                                  |
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|                                                      |                                        |          |                                     |                                     |                                                                                  |
| <b>Total Final and All-Inclusive Price Quotation</b> |                                        |          |                                     |                                     |                                                                                  |

*(Brand Names/Makes of offered items including models must be clearly mentioned)*

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

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

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

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

\_\_\_\_\_

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

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

## APPENDIX C

### Detailed Description and Specifications

Following are the standard specifications for Supply & Installation of 80 kwp Hybrid Solar Power System for Office Building of Sindh Irrigation & Drainage Authority (SIDA) Left Bank Barrage Colony Hyderabad:

| Item# | Specification Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Qty | Unit | Unit Rate | Amount (PKR) Inclusive All Govt: Applicable Taxes |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|------|-----------|---------------------------------------------------|
| 1     | <p>Solar Photovoltaic Panels 545 WP<br/> Type: Half Cut Mono Perc Crystalline silicon PV panels shall be Grade A' of Chinese Origin. (JinkoSolar, Trina Solar, JA Solar, Canadian Solar or equivalent)<br/> Efficiency: <math>\geq 21\%</math> Fill factor: <math>\geq 72\%</math> Module frame: Non- corrosive and electrolytically Compatible with the mounting structure material. Termination box: Thermo-plastic, IP 65, UV resistant. Power output rating: To be given for standard test conditions (STC). I-V curve of the sample module shall be submitted. Salt Mist Corrosion Testing: As per IEC 61701</p> <p>Warranty<br/> Panel output (Wp) capacity to be <math>\geq 90\%</math> of design nominal power after 10 years and <math>\geq 80\%</math> of design nominal power after 25 years.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | 147 | No   |           |                                                   |
| 2     | <p>Supporting Structure<br/> Wind velocity withstanding capacity: 150 km / hour. Structure material with 1.5/3 MS Structure with a minimum guage 14. Bolts, nuts, panel mounting clamps: Stainless steel SS 304 Mounting arrangement for RCC- flat roofs. Mounting arrangement for elevated structures: The elevated structure has to be securely anchored to the supporting surface. Concrete foundations of size 1'-6"x1'-6"x1'- 6" (with cement concrete ratio PCC 1:2:4) appropriate weight and depth for elevated structures upto 12' height mounted directly on the ground/roof top; Bolted With anchor bolts of appropriate strength for elevated structures mounted on RCC surfaces. Mounting arrangement for ground installations: Concrete, assuring enough ground clearance to prevent damage of the module through water other Environmental factors. Installation: The structures shall be designed for 110 panels Simple mechanical on-site installation. There shall be requirement of welding or complex machinery at the installation site. Structure material should be use H Beam size 4"x6" and round pipe 4" dia and 2.5 mm thickness with square base plate size 1'x1' 12 mm and also coat the color as per engineer instruction. Access for panel cleaning and maintenance: All solar panels</p> | 147 | No   |           |                                                   |

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|   | <p>must be accessible from the top for cleaning and from the bottom for access to the module- junction box.</p> <p>Warranty</p> <p>As per Life of PV panels: twenty-five (25) years (Vendor).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |    |         |  |  |
| 3 | <p>Battery Storage</p> <p>Tubular Battery model TX-2500/230 AH (Phoenix, Exide, Osaka or equivalent). The battery bank capacity is to be designed at least 3 hours backup for certain load. The battery bank shall be designed for extreme temperatures prevailing at site. A suitable battery rack with interconnections &amp; end connector shall be provided. Life Cycle times <math>\geq 1800</math> at 50% Depth of Discharge. The battery bank shall have a design life <math>\geq 3</math> years.</p> <p>Warranty</p> <p>One (1) year warranty.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                 | 47 | No      |  |  |
| 4 | <p>Distribution Boards, Earthing, Cabling and Accessories</p> <p>According to requirement and as per specifications given in the document, including Earthing and lighting arrestor, Service Wire (WAPDA Cable), Input Cable, Output Cable, Cable department to department, Distributions Boards, Mechanical Change Overs, AC breakers, DC breakers, Selectors, internal cabling, External Cabling, Cable Tray, MC4 Connector, connecting, integrating and testing existing AC cable into DB boards and inverter, BMS Cable And With Protections, SPD, Voltage protective device bidirectional meter (LT tou), ATB, CT etc. as per instructions of Engineer Incharge.</p> <p>(Pakistan Cables or equivalent)</p>                                                                                                                                                                                                                                                                           | 1  | Per Job |  |  |
| 5 | <p>Installation Charges and net metering</p> <p>Installation &amp; commissioning and net metering charges</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | 1  | Per Job |  |  |
| 6 | <p>Distributed Inverter 12KW (Nitrox Inverex, Chisage or equivalent) With Solar priority Maximum power point (MPPT) tracking: Shall be incorporated. Number of independent MPPT: 2 or more inputs. Operation AC voltage: Three phase 400V (+ 12.5%, -20%). Power factor of the inverter: <math>&gt;0.98</math> at nominal power. Total harmonic distortion: Less than 3% Operating ambient temp. range: -10 oC - +60 oC</p> <p>Humidity: 0 – 95% Rh Inverter efficiency: <math>\geq 95\%</math> Inverter weighted efficiency: <math>\geq 94\%</math> Protection degree: IP 65 for indoor and outdoor mounting. Safety-compliance: IEC 62109-1, IEC 62109-2</p> <p>Environmental Testing: IEC 60068-2 (1,2,14,30)</p> <p>Efficiency Measurement: IEC 61683, Display parameters to include: Output power (W), cumulative energy (Wh), DC voltage (V), DC current (A), AC voltage (V), AC frequency (Hz), AC current (A), cumulative hours of operation (h). Inverters shall be 'Grade A'</p> | 6  | No      |  |  |

|  |                                                                           |  |  |  |  |
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|  | Warranty<br>Warranty of the inverter shall be Five (05) years<br>minimum. |  |  |  |  |
|--|---------------------------------------------------------------------------|--|--|--|--|

### **DELIVERY SCHEDULE**

The supply and installation as per table (Specifications & Designs) above must be completed within Sixty (60) days from the date of award of contract, at the following address.

#### **Project Director**

Sindh Water & Agriculture Transformation (SWAT) Project

Sindh Irrigation & Drainage Authority (SIDA)

Left Bank Barrage Colony, Hyderabad

E-mail Address: [pdswat@sida.org.pk](mailto:pdswat@sida.org.pk)

Phone #: 022-9210068 Fax: 022-9210081

## Conditions of Contract

|                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
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| <p><b>1. Definitions</b></p> | <p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</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 CC 8.1, 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) “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>(i) “Party” means the Purchaser or the Supplier, as the context requires, and “Parties” means both of them.</li> <li>(j) “Purchaser” means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2.</li> <li>(k) “Purchaser’s Country” is the country specified in the CC 2.</li> <li>(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.</li> <li>(m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the</li> </ul> |
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|                                                                          | <p>Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.</p> <p>(n) “Supplier” means the person, private or government entity, or a combination of the above, whose Quotation to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.</p> <p>(o) “The Project Site,” where applicable, means the place named CC 2.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>2. Purchaser, Purchaser’s Country, Project Site/Final Destination</b> | <p>2.1 The Purchaser is: Project Director, SWAT Project, SIDA Hyderabad.</p> <p>2.2 The Purchaser’s Country is: Islamic Republic of Pakistan</p> <p>2.3 Project Site(s)/Final Destination(s) is:<br/>Sindh Irrigation &amp; Drainage Authority (SIDA)<br/>Left Bank Barrage Colony, Hyderabad</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>3. Incoterms</b>                                                      | <p>3.1 The edition of Incoterms that shall apply is: 2020</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <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 receipt.</p> <p>A 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>Project Director<br/>Sindh Water &amp; Agriculture Transformation (SWAT) Project<br/>Sindh Irrigation &amp; Drainage Authority (SIDA)<br/>Left Bank Barrage Colony, Hyderabad<br/>E-mail Address: <a href="mailto:pdswat@sida.org.pk">pdswat@sida.org.pk</a><br/>Phone #: 022-9210068 Fax: 022-9210081</p> <p><u>Address for notices to the Supplier:</u></p> <p><i>[insert the name of officer authorized to receive notices]</i></p> <p><i>[title/position]</i></p> <p><i>[department/work unit]</i></p> <p><i>[address]</i></p> <p><i>[Electronic mail address]</i></p> |
| <b>5. Governing Law</b>                                                  | <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>                                                                                                                                                                                                                                                                                                                                        |

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
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|                                                       | goods from that country or any payments to any country, person, or entity in that country.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>6. Settlement of Disputes</b>                      | <p>(b) 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 laws of the Purchaser's Country.</p>                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>7. Shipping and other documents to be provided</b> | <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 at the time of delivery are:</p> <p>(1) Invoice</p> <p>(2) Manufacturer's Warranty Certificate</p>                                                                                                                                                                                                                                                                                                                                            |
| <b>8. Contract Price</b>                              | <p>8.1 The Contract Price is specified in Price Schedule 4.</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>                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>9. Terms of payment</b>                            | <p>9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p><b>Payment for Goods and Services supplied from within the Purchaser's Country:</b></p> <p>Payment for Goods and Services supplied from within the Purchaser's Country shall be made in PKR, as follows:</p> <p><b>On supply: (80)</b> percent of the Contract Price shall be paid on the supply of solar system within 30 days after submission of the Proforma Invoice. 20 Percent will be paid on the completion of installation and operation.</p>                                                                                                                                                  |
| <b>10. Taxes and Duties</b>                           | <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> |
| <b>11. Performance Security</b>                       | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>12. Subcontractors</b>                             | <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</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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|                                               | Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <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> | <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> <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 <b>Technical Specifications</b>]</i></p>                                                                                                                            |
| <b>15. Insurance cover</b>                    | 15.1 The insurance coverage shall be as specified in the Incoterms 2020. Supplier is responsible for safe delivery of the Goods at the final destination.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>16. Transportation</b>                     | <p>16.1 Responsibility for transportation of the Goods shall be as specified in the Incoterms 2020.</p> <p>Mode of Transport: By Road.</p> <p>If not in accordance with Incoterms, responsibility for transportations shall be as follows:</p> <p>The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's Country, 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.</p>                                                                                                                                                                                                                                                                                                   |
| <b>17. Inspections and Tests</b>              | <p>17.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out the tests and/or inspections of the Goods and Related Services <b>as are specified in the Technical Specifications.</b></p> <p>17.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in any other location, <b>as specified in the Technical Specifications.</b> Subject to CC 17.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>17.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC 17.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection</p> |

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|                                              | <p>with such attendance including, but not limited to, all traveling and board and lodging expenses.</p> <p>17.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.</p> <p>17.5 In accordance with CC 31, the Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract.</p> <p>17.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>17.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC 17.5.</p> <p>17.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC 17.7, shall release the Supplier from any warranties or other obligations under the Contract</p> |
| <b>18. Delivery Date and Completion Date</b> | <p>18.1 The completion Date of the supply an installatoin shall be: Within 60 days from the date of award. <i>If phased delivery is allowed specify the acceptable delivery schedule].</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>19. Liquidated damages and bonuses</b>    | Not Applicable                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>20. Warranty</b>                          | <p>20.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.</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 remain valid for [12] months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination, or for [insert number] months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.</p> <p>20.4 The period for repair or replacement after being notified of the defect by the Purchaser shall be 15 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</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |

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|                                              | <p>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>20.6 For purposes of the warranty, the place(s) of final destination(s) shall be: SIDA, Hyderabad.</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 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>                                                                                                                                                                                               |
| <b>23. Inspections and Audit by the Bank</b> | <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>      |
| <b>24. Limitation of Liability</b>           | <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> |
| <b>25. Force Majeure</b>                     | <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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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|                               | <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 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>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"> <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</li> </ul> |

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|                                          | <p>terms and prices. For the remaining Goods, the Purchaser may elect:</p> <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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>27. Forced Labor</b>                  | <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>                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>28. Child Labor</b>                   | <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"> <li>(a) with exposure to physical, psychological or sexual abuse;</li> <li>(b) underground, underwater, working at heights or in confined spaces;</li> <li>(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;</li> <li>(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or</li> <li>(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.</li> </ul> |
| <b>29. Health and safety obligations</b> | <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 requirement stated in the Technical Specifications.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

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| <p><b>30. Patent Indemnity</b></p>                      | <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"> <li>a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and</li> <li>b) the sale in any country of the products produced by the Goods.</li> </ul> <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 twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.</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 other documents or materials provided or designed by or on behalf of the Purchaser.</p> |
| <p><b>31. Change Orders and Contract Amendments</b></p> | <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"> <li>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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|                                           | <p>(b) the method of shipment or packing;</p> <p>(c) changes in quantities of Goods to be supplied within the range specified herewith.</p> <p><i>The maximum percentage by which quantities may be increased is: 20%; The maximum percentage by which quantities may be decreased is: 20%;</i></p> <p>(d) the place of delivery;</p> <p>(e) any test and/or inspection not required by the Contract but deemed necessary, pursuant to CC 17.5; and</p> <p>(f) the Related Services to be provided by the Supplier.</p> <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 twenty-eight (28) 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> |
| <b>32. Change in Laws and Regulations</b> | <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;
- 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;<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.

# 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**