



REQUEST FOR QUOTATIONS
PROCUREMENT OF OFFICIAL & OPERATION / FIELD
VEHICLES FOR SIDA, AWBs AND IRRIGATION
DEPARTMENT

Country:	Pakistan
Project Name:	Sindh Water & Agriculture Transformation (SWAT) Project
Implementing Agency:	Sindh Irrigation & Drainage Authority (SIDA)
Loan No:	7255-PK
Project ID No:	P167596
Activity No:	PK-SIDA-378636-GO-RFQ

September 2023



Sindh Irrigation & Drainage Authority (SIDA)



SPECIFIC PROCUREMENT NOTICE (SPN)

REQUEST FOR QUOTATION (RFQ)

PROCUREMENT OF OFFICIAL & OPERATION / FIELD VEHICLES FOR SIDA, AWBS AND IRRIGATION DEPARTMENT

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 separate Quotations of each Lot for the Procurement of Vehicles from reputed manufacturers, authorized dealers and distributors registered with Income and Sales Tax Departments, as per the specifications and terms & conditions, provided in the Request for Quotation Document having previous experience to provide these types of vehicles. The successful firm must have five years of experience of supplying vehicles and the related after sales services including repair and maintenance of the vehicles.

The brief details of the required vehicles lots are as under:

Lot #	Description	Quantity No.
Lot 1	Double Cabin (4x4)	05
Lot 2	Car 2000 CC	04
Lot 3	Jeep 1500 CC	02
Lot 4	Motorbikes 125 CC	15

You are invited to submit your priced quotation(s) for the Procurement and Supply of Vehicles for SWAT Project as per specifications mentioned for each Lot separately. You can quote for all or any of the Lot under this Invitation. Quotations will be evaluated for each Lot of vehicles separately and contract will be awarded to the respective firm/supplier offering lowest price among the technically responsive quotations for each Lot.

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 providing after sales service facilities in Hyderabad.

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 websites www.sida.org.pk

Your quotation(s) must be marked as "**Quotation for Supply of Vehicles/Lot No. --**" and addressed to the Project Director SWAT Project. Quotations must be delivered to the address below on or before **2nd 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 be 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
Phone #: 022-9210068 Fax: 022-9210081

INSTRUCTIONS TO BIDDERS

1. General

- 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 a complete Lot (100% items) of Goods. The contract shall be awarded on complete package basis. Further, the quantities of Goods should be quoted in the same unit.
- 1.4 The name, brand, make and country of origin of Goods must be precisely stated in the quotation.
- 1.5 Discount/incentive, if any, offered by 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.
- 1.6 The Company shall not reimburse any expenses incurred in preparation and submission of Bids.
- 1.7 A Quotation and all subsequent correspondence shall be in **English** language. It should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information in "English" language for each item quoted, including names and addresses of firms providing after-sales service facilities in Pakistan.
- 1.8 Payments on account of a Contract Agreement to successful 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.
- 1.9 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.
- 1.10 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.
- 1.11 Conditional quotations will not be acceptable.

2. Quotation Submission Requirements

- 2.1 Quotations shall be submitted in separate, sealed, opaque envelope, clearly mentioning the Package Title and 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

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

- 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

- 4.1 The bidder must be a local manufacturer or have their authorized dealer, having manufacturing/assembly plant in the country.
- 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.

5. Criteria for Quotation Evaluation

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

- 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)

- 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.

APPENDIX A

Quotation Submission Form

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

Date: _____

No: PK-SIDA-378636-GO-RFQ

To: *[name and address of Purchaser]*

Having examined the RFQ document including Procurement Notice for Activity No. PK-SIDA-378636-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/ Specification of Goods	Quantity	Unit Price Exclusive of Taxes	Unit Price Inclusive of taxes	Total Price per Item Inclusive of All Government applicable Taxes
		Total Final and All-Inclusive Price Quotation			

(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 _____

Detailed Description and Specifications

Following are the standard specifications for procurement of Vehicles:

LOT #	Type of Vehicle	Description	Technical Specifications
1	Double Cabin Pick 4WD (2700-3000CC) TOYOTA HILUX REVO GRS or Equivalent (05 Nos.)	Engine/ Motor	
		Engine Type	Diesel
		Turbo Charger	Single-Turbo
		Displacement	2755 cc
		No. of Cylinders	4
		Drive Train	4x4
		Cylinder Configuration	In Line
		Horse Power	201 HP @ 3400 RPM
		Compression Ratio	15.6:1
		Torque	500 Nm @ 2800 RPM
		Valves per Cylinder	4
		Fuel System	Common Rail
		Valve Mechanism	DOHC
		Max Speed	200 KM/H
		Dimensions	
		Overall Length	5325 mm
		Kerb Weight	2060 KG
		Overall Width	1855 mm
		Overall Height	1815 mm
		Seating Capacity	5 persons
		Wheel Base	3090 mm
		No. of Doors	4 doors
		Ground Clearance	310 mm
		Transmission	
		Transmission Type	Automatic (AT)
		Gearbox	6 - speed
		Steering	
		Steering Type	Rack and Pinion
		Minimum Turning Radius	6.7m
		Power Assisted	Hydraulic Power Steering
		Suspension & Brakes	
		Front Suspension	Double-Wishbone
		Front Brakes	Solid Disc
		Rear Suspension	Double Wishbone
		Rear Brakes	Drum
		Wheels and Tyres	
		Wheel Type	Alloy Wheels
		Tyre Size	265/60/R18
		Wheel Size	18 in
		Spare Tyre Size	18 in
		Fuel Economy	
		Mileage City	8 KM/L
		Fuel Tank Capacity	80 L
		Mileage Highway	11 KM/L
		After Sales Services	Locally available
2	Hyundai Elantra Car 2000 CC or equivalent (04 Nos.)	Engine/ Motor	
		Engine Type	Petrol
		Displacement	1999 cc
		No. of Cylinders	4
		Drive Train	FWD
		Cylinder Configuration	In Line
		Horse Power	154 HP @ 6200 RPM
		Compression Ratio	10.3:1
		Torque	195 Nm @ 4500 RPM

LOT #	Type of Vehicle	Description	Technical Specifications
		Valves per Cylinder	4
		Fuel System	Multi Point Injection
		Valve Mechanism	DOHC
		Max Speed	240 KM/H
		Dimensions	
		Overall Length	4620 mm
		Kerb Weight	1373 KG
		Overall Width	1800 mm
		Boot Space	407 L
		Overall Height	1450 mm
		Seating Capacity	5 persons
		Wheel Base	2700 mm
		No. of Doors	4 doors
		Ground Clearance	134 mm
		Transmission	
		Transmission Type	Automatic (AT)
		Gearbox	6 - speed
		Steering	
		Steering Type	Rack & Pinion
		Minimum Turning Radius	5.3m
		Power Assisted	Electric Power Steering
		Suspension & Brakes	
		Front Suspension	McPherson Strut Coil Springs
		Front Brakes	Ventilated Disc
		Rear Suspension	Torsion Beam with Coil Springs
		Rear Brakes	Solid Disc
		Wheels and Tyres	
		Wheel Type	Alloy Wheels
		Tyre Size	215/55/R16
		Wheel Size	16 in
		PCD	5 x 114mm
		Spare Tyre Size	16 in
		Fuel Economy	
		Mileage City	12 KM/L
		Fuel Tank Capacity	50 L
		Mileage Highway	16 KM/L
		After Sales Services	Locally available
3	Jeep 15 CC (Suzuki Jimny or Equivalent) (02 Nos.)	Engine/ Motor	
		Engine Type	Petrol
		Displacement	1462 cc
		No. of Cylinders	4
		Cylinder Configuration	In-Line
		Horse Power	100 HP @ 6000 RPM
		Compression Ratio	10:1
		Torque	130 Nm @ 4000 RPM
		Valves per Cylinder	4
		Fuel System	Multi point Injection
		Valve Mechanism	DOHC 16 Valves
		Max Speed	145 KM/H
		Dimensions	
		Overall Length	3480 mm
		Kerb Weight	1080 KG
		Overall Width	1645 mm
		Boot Space	830 L
		Overall Height	1725 mm
		Seating Capacity	4 persons
		Wheel Base	2250 mm
		No. of Doors	3 doors
		Ground Clearance	210 mm
		Transmission	

LOT #	Type of Vehicle	Description	Technical Specifications
		Transmission Type	Manual
		Gearbox	5 - speed
		Steering	
		Steering Type	Recirculating Ball
		Minimum Turning Radius	4.9m
		Power Assisted	Powered Steering
		Suspension & Brakes	
		Front Suspension	Multi-Link Double Wishbone
		Front Brakes	Solid Disc
		Rear Suspension	Double Wishbone
		Rear Brakes	Drum
		Wheels and Tyres	
		Wheel Type	Steel wheels
		Tyre Size	195/80/R15
		Wheel Size	15 in
		Spare Tyre PCD	5 x 139.7mm
		Spare Tyre Size	15 in
		Wheels and Tyres	
		Wheel Type	Steel wheels
		Tyre Size	195/80/R15
		Wheel Size	15 in
		Spare Tyre PCD	5 x 139.7mm
		Spare Tyre Size	15 in
		Fuel Economy	
		Mileage City	14 KM/L
		Fuel Tank Capacity	40 L
		Mileage Highway	16 KM/L
		After Sales Services	Locally available
4	Motorbikes 125 CC (Honda 125 or Equivalent) (15 Nos.)	Engine Type	Petrol 4-Stroke Single Cylinder Air Cooled
		Displacement	125 cc
		Dimensions (Lxwxh)	1912 x 735 x 1026 mm
		Transmission	4-speed
		Horsepower	11.0 HP @ 8500.0 RPM
		Torque	9.0 Nm @ 7500.0 RPM
		Bore & Stroke	56.5 x 49.5 mm
		Compression Ratio	9.0:1
		Petrol Capacity	9.2L
		Fuel Average	45.0 KM/L
		Starting	Kick start
		Top Speed	100 KM/H
		Dry Weight	99KG
		Frame	Diamond Type Steel
		Ground Clearance	132mm
		Wheel Size	18 in
		Tyre at Back	3.00 - 17
		Tyre at Front	2.50 - 2.50
		After Sales Services	Locally available

DELIVERY SCHEDULE

The goods as per table (Specifications & Designs) above must be delivered within **15 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

Phone #: 022-9210068 Fax: 022-9210081

Conditions of Contract

1. Definitions	1.1 The following words and expressions shall have the meanings hereby assigned to them: (a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA). (b) “CC” means the Conditions of Contract. (c) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. (d) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto. (e) “Contract Price” means the price payable to the Supplier as specified in CC 8.1, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. (f) “Day” means calendar day. (g) “Completion” means the fulfillment of the Related Services, as applicable, by the Supplier in accordance with the terms and conditions set forth in the Contract. (h) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract. (i) “Party” means the Purchaser or the Supplier, as the context requires, and “Parties” means both of them. (j) “Purchaser” means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2. (k) “Purchaser’s Country” is the country specified in the CC 2. (l) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract, as applicable. (m) “Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the
------------------------------	---

	Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier. (n) “Supplier” means the person, private or government entity, or a combination of the above, whose Quotation to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement. (o) “The Project Site,” where applicable, means the place named CC 2.
2. Purchaser, Purchaser’s Country, Project Site/Final Destination	2.1 The Purchaser is: Project Director, SWAT, Project, SIDA 2.2 The Purchaser’s Country is: Pakistan 2.3 The Project Site(s)/Final Destination(s) is/are: SIDA, Hyderabad Sindh.
3. Incoterms	3.1 The edition of Incoterms that shall apply is: 2020
4. Notices and Addresses for notices	4.1 Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt. A notice shall be effective when delivered or on the notice’s effective date, whichever is later. <u>Address for notices to the Purchaser:</u> 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 Phone #: 022-9210068 Fax: 022-9210081 <u>Address for notices to the Supplier:</u> <i>[insert the name of officer authorized to receive notices]</i> <i>[title/position]</i> <i>[department/work unit]</i> <i>[address]</i> <i>[Electronic mail address]</i>
5. Governing Law	5.1 The Contract shall be governed by and interpreted in accordance with the laws of Islamic Republic of Pakistan 5.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when: (a) as a matter of law or official regulations, the Borrower’s country prohibits commercial relations with that country; or (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower’s Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

6. Settlement of Disputes	(b) Contracts with Supplier national of the Purchaser's Country: In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country.
7. Shipping and other documents to be provided	Not Applicable
8. Contract Price	8.1 The Contract Price is specified in Price Schedule 4. 8.2 Subject to CC 31 and 32, the prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier and accepted by the Purchaser.
9. Terms of payment	9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment for Goods and Services supplied from within the Purchaser's Country: Payment for Goods and Services supplied from within the Purchaser's Country shall be made in PKR, as follows: (i) On Delivery: Hundred (100) percent of the Contract Price shall be paid on receipt of the Goods and within 15 days after submission of the documents specified in CC 7.
10. Taxes and Duties	10.1 Not Applicable. 10.2 For Goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. 10.3 If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
11. Performance Security	Not Applicable
12. Subcontractors	12.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Quotation. Such notification, in the original Quotation or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
13. Specifications and Standards	13.1 The Goods and Related Services if applicable supplied under this Contract shall conform to the technical specifications and standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.

14. Packing, marking and documentation	Not Applicable
15. Insurance cover	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.
16. Transportation	16.1 Responsibility for transportation of the Goods shall be as specified in the Incoterms 2020. Mode of Transport: By Road.
17. Inspections and Tests	17.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out the tests and/or inspections of the Goods and Related Services as are specified in the Technical Specifications.
18. Delivery Date and Completion Date	18.1 The Delivery Date of the Goods shall be: Within 15 days from the date of award. <i>If phased delivery is allowed specify the acceptable delivery schedule</i>].
19. Liquidated damages and bonuses	Not Applicable
20. Warranty	20.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. 20.2 The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination. 20.3 The warranty shall remain valid for [36] months or 100,000 kilometers (whichever is earlier), after the Goods have been delivered to and accepted at the final destination.. 20.4 The period for repair or replacement after being notified of the defect by the Purchaser shall be [30] days. 20.5 If having been notified, the Supplier fails to remedy the defect within the period specified in CC 20.4, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract. 20.6 For purposes of the warranty, the place(s) of final destination(s) shall be: Hyderabad, Sindh
21. Copyright	21.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

22. Fraud and Corruption	22.1 The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in Attachment A to the Conditions of Contract. 22.2 The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the request for quotations or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
23. Inspections and Audit by the Bank	23.1 Pursuant to paragraph 2.2 e. of the attachment to the Conditions of Contract, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the request for quotations process and/or execution of Contract. The Supplier’s and its subcontractors attention is drawn to CC 22.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank’s inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank’s prevailing sanctions procedures).
24. Limitation of Liability	24.1 Except in cases of criminal negligence or willful misconduct, (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.
25. Force Majeure	25.1 The Supplier shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 25.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes. 25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

	25.4 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party.
26. Termination	26.1 Termination for Default The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part: (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser; (ii) if the Supplier fails to perform any other obligation under the Contract; or (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, in competing for or in executing the Contract. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services if applicable similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services if applicable. However, the Supplier shall continue performance of the Contract to the extent not terminated. 26.2 Termination for Convenience (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: (i) to have any portion completed and delivered at the Contract terms and prices; and/or (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services if applicable and for materials and parts previously procured by the Supplier.
27. Forced Labor	27.1 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in CC 27.2 and CC 27.3.

	27.2 Forced labor consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty, and includes any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements. 27.3 Trafficking in persons is defined as the recruitment, transportation, transfer, harbouring or receipt of persons by means of the threat or use of force or other forms of coercion, abduction, fraud, deception, abuse of power, or of a position of vulnerability, or of the giving or receiving of payments or benefits to achieve the consent of a person having control over another person, for the purposes of exploitation.
28. Child Labor	28.1 The Supplier, including its Subcontractors, shall not employ or engage a child under the age of 14 unless the national law specifies a higher age (the minimum age). 28.2 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work: (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.
29. Health and safety obligations	29.1 The Supplier shall comply, and shall require its Subcontractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.
30. Patent Indemnity	30.1 The Supplier shall, subject to the Purchaser's compliance with CC 30.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

	a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and b) the sale in any country of the products produced by the Goods. Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract. 30.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC 30.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim. 30.3 If the Supplier fails to notify the Purchaser within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf. 30.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing. 30.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.
31. Change Orders and Contract Amendments	31.1 The Purchaser may at any time order the Supplier through notice in accordance CC 4.1, to make changes within the general scope of the Contract in any one or more of the following: (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; (b) the method of shipment or packing; (c) changes in quantities of Goods to be supplied within the range specified herewith. <i>[insert as appropriate: "The maximum percentage by which quantities may be increased is: [insert percentage]; The maximum percentage by which quantities may be decreased is: [insert percentage]"]</i>; (d) the place of delivery; (e) any test and/or inspection not required by the Contract but deemed necessary, pursuant to CC 17.5; and

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

Attachment A to the Conditions of Contract

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

- 2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive,

or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

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

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

Sample Letter of Award of Contract

[modify as appropriate]

[use letterhead paper of the Purchaser]

[date]

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

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

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

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

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

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract