



042-99200703

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NO. \_\_\_\_\_/DGA/WM/ST  
DIRECTORATE GENERAL AGRICULTURE  
(WATER MANAGEMENT), PUNJAB, LAHORE  
DATED LAHORE, THE/\_\_\_/\_\_\_/2024

**DIRECTORATE GENERAL AGRICULTURE**  
**WATER MANAGEMENT, PUNJAB LAHORE**  
**Punjab Resilient & Inclusive Agriculture Transformation Project (PRIAT)**  
Agriculture House 1<sup>st</sup> Floor, 21 Davis Road, Lahore Punjab Pakistan  
(Ph: 042-99200703, Email: [priatofwm@gmail.com](mailto:priatofwm@gmail.com))

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**Reference No. PK-OFWM PUNJAB-398748-GO-RFQ**

**SECTION-I**

**REQUEST FOR QUOTATION (RFQ)**

**Subject: REQUEST FOR QUOTATION FOR PROCUREMENT OF 05 NOS. PHOTOCOPIER MACHINES UNDER WORLD BANK PROCUREMENT REGULATION**

1. The Implementing Agency indicated above invites your quotation for the Procurement and Supply of **Photocopier Machines** described below. For the purposes of any resulting contract the Implementing Agency or their named representative shall be the Purchaser.
  2. You are invited to submit your price quotation(s) for the Procurement of **Photocopier Machines** for **Punjab Resilient and Inclusive Agriculture Transformation (PRIAT) Project** as per specifications mentioned in Section-III. You must quote for all the items /services under this Invitation. Price quotations will be evaluated for all the items together and contract will be awarded to the firm/supplier offering the responsive and lowest evaluated total cost.
  3. Your quotation(s) must be marked "**Quotation for Purchase of Procurement of 05 Nos. Photocopier Machines**" and address to the **Director General Agriculture, On-Farm Water Management, Punjab Lahore** Address: **Agriculture House 1<sup>st</sup> Floor, 21 Davis Road, Lahore Punjab (Ph: 042-99200703, Email: [priatofwm@gmail.com](mailto:priatofwm@gmail.com))**
  4. Your quotation should be accompanied by adequate technical documentation, 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 Punjab Province.
  5. The deadline for receipt of your quotation(s) by the Purchaser at the addressed indicated in Paragraph-3 is on or before **11:30 am Hours (PST) on 17<sup>th</sup> April, 2024**. You quotation(s) should be submitted as per the instructions contained in the RFQ. The received quotations will be opened on the closing date and time **12:00 pm Hours (PST) on 17<sup>th</sup> April, 2024**.
    - (i) **Prices:** The prices should be quoted in Pak Rupees and should be inclusive of all supply charges and admissible taxes prevailing in Punjab Province.
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6. **Evaluation and Award of Purchase Order:** Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their prices, in addition to the eligibility and qualification requirements outlined in the Section-II of Quotation Documents. The award will be made to the firm offering the lowest evaluated price and that meets the required standards/ specifications of technical and financial capabilities.
7. **Validity of the Offer:** Your quotation(s) shall be valid for a period of **45 days** from the date for receipt of quotation(s) indicated in Paragraph 5 above.

## **SECTION-II**

### **Instructions for Preparing Quotations**

1. **Scope of Procurement:** Invites price quotations for procurement of IT Equipment as described in the Technical Specifications attached. The successful supplier will be expected to complete the delivery of IT Equipment within due time.
  2. **Eligibility to Quote:**
    - a. Submit only one Quotation, either individually, or as a partner in a joint venture. All Quotations submitted in violation of this rule shall be rejected. Partners in a joint venture shall be jointly and severally liable for the execution of the Contract.
  3. **Qualification of the Supplier:** To qualify for award of the Contract/Purchase Order, a Supplier shall meet/agree the following minimum qualifying criteria:
    - a. Goods/Services shall be supplied strictly according to the specifications given in the specification sheet.
    - b. The Quotation/Bids must be submitted according to the RFQ. Details are provided in the Request for Quotations (RFQ) that are available in the office of the undersigned during office hours and can be downloaded from the website: **ofwm-agripunjab.punjab.gov.pk**.
    - c. Conditional quotations will not be entertained.
    - d. Validity of rates should not be less than 60 days from the date of quotation opening.
    - e. Registration with Federal Board of Revenue (FBR) and PRA for Income Tax and General Sales Tax (GST) with active status on Active Taxpayer List (ATL) of FBR.
    - f. Affidavit for Correctness of Information & Non Blacklisting on prescribe format (Annexure-I)
    - g. Power of Attorney (See Annexure for template) from the Bidding firm / company authorizing the relevant person to represent it (if applicable) (Annexure-II)
    - h. Manufacturer or Authorized Dealer should have at **least ten years** of experience in manufacturing or supplying of the same brand equipment or similar technology to the subject mentioned herein.
    - i. Manufacturer Authorization Letter (MAL) must be provided.
    - j. Must have verified average annual turnover last five years at least 20 million or more.
    - k. Must have completed at least five contracts of supplying similar goods and capacity.
    - l. Must have a repairing and maintenance center for after sale services in Lahore Pakistan.
    - m. Joint venture should be registered from SECP.
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- n. Taxes will be deducted according to government rules.
- o. Quotation/Bids must be competed. Incomplete/conditional bids/over writing will not be considered.
- p. **Photocopier Machines** must be delivered at Agriculture House, 21 Davis Road, Lahore. Within **30 days** after signing of contract, Preference will be given to offerors or with minimum delivery time e.g. If the quoted bid price of two offerors are same then preference will be given to the offerors providing minimum delivery time. Except force majeure, any other post award request for extension in delivery period by offeror/ supplier will lead to cancellation/termination of purchase order/contract and award to the offeror that was not consider due to delivery period preference (If otherwise considered lowest evaluated responsive)
- q. The Prices indicated in the Price Schedule shall be delivered duty paid (DDP).The price of other (incidental) services, if any, may be mentioned separately.
- r. Bid price should be in Pak Rupees.
- s. The Offerors are requested to give their best and final prices as no negotiations are allowed.
- t. Quantity can be increased/decreased at the time of supply order;
- u. The **Director General Agriculture, On-Farm Water Management, PUNJAB LAHORE** reserves the right to accept or reject all of the submitted quotations/bids as per World Bank Procurement Regulations.

#### 4. Other Terms and Conditions:

- a. Payment will be made as per Contract agreement/Purchase Order.
- b. To receive payments, the supplier should be duly registered with tax authorities
- c. **Warranty:** there shall be standard warranty; warranty shall commence on handing over the **Photocopier Machines** to the purchaser. The warranty shall include free maintenance and repair.
- d. The rates should be inclusive of delivery of goods/services as per delivery schedule.
- e. The successful bidder will provide after sales service free of cost (if necessary) for at least one year after the delivery of **Photocopier Machines**.

#### 5. Contents of quotation Documents: The set of proposal documents is comprised of the documents listed below:

- a. Section I Invitation to Quote
- b. Section II Instruction for Preparing Quotations
- c. Section III Specifications
- d. Section IV Form of Quotation
- e. Section V Contract Forms

#### 6. Documents Comprising the quotation: The Proposal submitted by the Supplier shall comprise the following documents:

- (i) Form of Quotation (*as per sample attached*)
- (ii) Qualification and Experience Information
- (iii) Copies of taxation documents

#### 7. Price Quotation: The Contract shall be awarded for the whole and/ or specific supplies and shall be based on the unit and total price for fixed unit rate contract. Prices shall be quoted entirely in Pak Rupees. The Supplier shall fill in the rates and prices for all items and/ or specific category of the Supplies described in the specifications. All duties, prevailing taxes in the Punjab and other levies payable by the supplier under the contract, shall be included in the rates, prices, and total price quotation submitted by the supplier. The rates and prices quoted by the supplier shall be fixed for the duration of the contract and shall not be subject to any adjustment on any account.

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**8. Validity of Quotations. 45 days**

9. **Purchaser's Right to Increase or Decrease Quantities:** The Purchaser, reserves the right to increase or decrease number of IT Equipments by 15%.

**SECTION III - SPECIFICATIONS**

**Technical Proposal**

This part of the proposal shall contain complete information relating to technical specifications as mentioned in Technical Specification.

**Payment Criteria**

Payment will be made as per Contract agreement/Purchase Order.

**Delivery time**

The requisite **Photocopier Machines** has to be provided as per agreed timelines.

**Warranty**

Standard Warranty

**SCHEDULE OF REQUIREMENTS**

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date, which is the date of delivery required.

**Procurement Specialist  
Project Management Unit (PRIAT)  
Directorate General Agriculture (Water Management)  
Punjab, Lahore**

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## Detail Description and Specifications of Photocopier Machines

Following are the standard specifications for procurement of Photocopier Machines:

Annexure-VI (A)

**Technical Specifications of Photocopier Machine**

Sr. No.	Parameter	Description
1	Application	Used for Photocopy and Printing
2	Copies per Minute	Up to 40 Copies (A4) or Higher
3	Printing Resolution	1200x1200 DPI
4	Memory	2 GB or above
5	Storage Capacity	Up to 256 GB SSD
6	Maximum Original Size	A3
8	Zoom	25-400% with 0.1% increments
9	Printing & Scanning	USB and Ethernet
10	Scanning Resolution	600 x 600 dpi
11	Paper input capacity	Minimum 500 sheets x 2 trays
12	Bypass Tray	100 Sheets
13	Document Feeder Capacity	Upto 300 sheets
14	Operating System	Windows 7/8/10 or Higher
15	LAN	Yes
16	Wi-Fi	Yes
17	Origin	Imported (Branded)
18	Warranty	Free: 01 year for parts and services Extended: 05 years for parts supply on payments

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**Procurement Specialist  
Project Management Unit (PRIAT)  
Directorate General Agriculture (Water Management)  
Punjab, Lahore**

**SECTION IV - FORM OF QUOTATION**

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

To:

**Director General Agriculture (WM)/Project Director (PMU)  
Punjab Resilient & Inclusive Agriculture Transformation, PRIAT  
Directorate General Agriculture (Water Management) Punjab, Lahore  
Address: Agriculture House, 1<sup>st</sup> Floor, 21 Davis Road Lahore Punjab  
(Ph: 042-99200703, Email: [priatofwm@gmail.com](mailto:priatofwm@gmail.com))**

We offer to execute the goods/services of items for the contract of **Purchase and Supply of 05 Nos. Photocopier Machines** in accordance with the Conditions of Contract accompanying this Quotation for the \_\_\_\_\_ Contract  
Price of \_\_\_\_\_ (amount in words and numbers) (\_\_\_\_\_). We propose to complete the goods/services described in the Contract within the following delivery time from the date of signing of the contract.

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

S/No	Item Name with detailed Specification	Quantity	Unit Price	Total Price	Delivery Time

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

We hereby confirm that this Quotation complies with the Validity of the Quotation required by the proposal documents.

Authorized Signature: \_\_\_\_\_  
Name and Title of Signatory: \_\_\_\_\_  
Name of Supplier: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number, if any: \_\_\_\_\_

**SECTION V – CONTRACT FORMS**

# Contract Agreement

THIS AGREEMENT made the *[insert: number]* day of *[insert: month]*, *[insert: year]*.

BETWEEN

(1) “Punjab Resilient and Inclusive Agriculture Transformation” PRIAT a project of Directorate General Agriculture (Water Management), Punjab Lahore and having its principal place of business at Agriculture House 1<sup>st</sup> Floor, 21 Davis Road Punjab Lahore (hereinafter called “the Purchaser”), of the one part, and

(2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[ insert: country of Supplier]* and having its principal place of business at *[ insert: address of Supplier ]* (hereinafter called “the Supplier”), of the other part :

WHEREAS the Purchaser invited quotations for certain Goods and ancillary services, *[insert brief description of Goods and Services]* and has accepted a quotation by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
  - (a) the Letter of Award of Contract
  - (b) the Supplier’s quotation
  - (c) Conditions of Contract
  - (d) the Purchaser’s Requirements (including Schedule of Requirements and Technical Specifications)
  - (e) the completed Schedules (including Price Schedules)
  - (f) any other document listed as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services if applicable and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services if applicable and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[the Purchaser’s country, unless agreed otherwise]* on the day, month and year indicated above.

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

Signed: *[insert signature]*

in the capacity of **Project Director, “Punjab Resilient and Inclusive Agriculture Transformation” PRIAT**

in the presence of **Procurement Specialist, PRIAT**

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

Signed: *[insert signature of authorized representative(s) of the Supplier]*

in the capacity of *[insert title or other appropriate designation]*

in the presence of *[insert identification of official witness]*



# Conditions of Contract

## 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 Contractor, as the context requires, and "Parties" means both of them.
- (j) "Purchaser" means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2.
- (k) "Purchaser's Country" is the country specified in the CC 2.
- (l) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract, as applicable.
- (m) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
- (n) "Supplier" means the person, private or government entity, or a combination of the above, whose Quotation to perform the Contract 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.

<p>2. <b>Purchaser, Purchaser’s Country, Project Site/Final Destination</b></p>	<p>2.1 The Purchaser is: “Punjab Resilient and Inclusive Agriculture Transformation” PRIAT a project of Directorate General Agriculture (Water Management), Punjab Lahore.</p> <p>2.2 The Purchaser’s Country is: <i>Pakistan</i></p> <p>2.3 The Project Site(s)/Final Destination(s) is Agriculture House 1<sup>st</sup> Floor, 21 Davis Road, Lahore.</p>
<p>3. <b>Incoterms</b></p>	<p>3.1 The edition of Incoterms that shall apply is Incoterms 2020</p>
<p>4. <b>Notices and Addresses for notices</b></p>	<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><b><u>Address for notices to the Purchaser:</u></b></p> <p><b>Project Director</b></p> <p><b>Project Management Unit</b></p> <p><b>Punjab Resilient &amp; Inclusive Agriculture Transformation (PRIAT)</b></p> <p><b>Directorate General Agriculture (Water Management),</b></p> <p><b>Punjab, Lahore</b></p> <p><b>Agriculture House 1<sup>st</sup> Floor, 21 Davis Road Punjab Lahore</b></p> <p><b><u>Address for notices to the Supplier:</u></b></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><b><i>[Electronic mail address]</i></b></p>
<p>5. <b>Governing Law</b></p>	<p>5.1 The Contract shall be governed by and interpreted in accordance with the laws of <i>state</i>: “the Purchaser’s Country</p>
<p>6. <b>Settlement of Disputes</b></p>	<p>6.1 In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser’s Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser’s Country.</p> <p>6.2 In case of any conflict between advertisement and bidding documents then bidding documents should be prevail.</p>
<p>7. <b>Shipping and other documents to be provided</b></p>	<p>7.1 The Delivery of the Goods and Completion of the Related Services as applicable shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements.</p>

<b>8. Contract Price</b>	<p>8.1 The Contract Price is specified in Price Schedule.</p> <p>8.2 The unit prices charged by the Supplier for the Goods supplied and the Related Services 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 Payment will be made as per Contract Agreement/Purchase Order.</p> <p>9.2 To receive payments, the supplier should be duly register with Tax Authority.</p>
<b>10. Taxes and Duties</b>	<p>10.1 If, after the quotation submission/signing of the contract, there is any change in the applicable law in the client's country with respect to taxes and duties which increase or decrease in the goods/services supplied by the supplier, then the contract price payable to the supplier under this contract shall be increase or decrease accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to contract price amount specified in clause 9.</p> <p>10.2 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>10.3 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>10.4 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. Specifications and Standards</b>	<p>11.1 The Goods and Related Services if applicable supplied under this Contract shall conform to the technical specifications and standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.</p>
<b>12. Transportation</b>	<p>12.1 The Supplier is required under the Contract to transport the IT Equipment 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>13. Inspections and Tests</b>	<p>13.1 The inspections and tests shall be conducted at : Directorate General Agriculture, (Water Management) / Project Director- PRIAT Punjab Lahore, Agriculture House 1<sup>st</sup> Floor, 21 Davis Road, Lahore.</p>
<b>14. Delivery Date and Completion Date</b>	<p>14.1 The Delivery Date of the Goods shall be: as per the Delivery Period mentioned in the RFQ documents.</p>

<p><b>15. Warranty</b></p>	<p>15.1 <b>Warranty:</b> there shall be standard manufacturer warranty; warranty shall commence on handing over and acceptance of the IT Equipement by the purchaser. The warranty shall include free maintenance and repair as per manufacturer standard warranty/policy.</p> <p>15.2 The Supplier will provide after sales services free of cost (if necessary in addition to manufacturer standard warranty) for at least one year after the delivery of equipement.</p>
<p><b>16. Fraud and Corruption</b></p>	<p>16.1 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>16.2 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>
<p><b>17. Inspections and Audit by the Bank</b></p>	<p>17.1 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>
<p><b>18. Limitation of Liability</b></p>	<p>18.1 Except in cases of criminal negligence or willful misconduct,</p> <ul style="list-style-type: none"> <li>(a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and</li> <li>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.</li> </ul>
<p><b>19. Force Majeure</b></p>	<p>19.1 The Supplier shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>19.2 For purposes of this Clause, “Force Majeure” means an event or situation</p>

	<p>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>19.3 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>19.4 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>20. Termination</b></p>	<p>20.1 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) <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;</i></li> <li>(ii) <i>if the Supplier fails to perform any other obligation under the Contract; or</i></li> <li>(iii) <i>if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, in competing for or in executing the Contract.</i></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>20.2 Termination for Convenience</p> <ul style="list-style-type: none"> <li>(a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</li> <li>(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices.</li> </ul>

	<p>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>
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# 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.



## **Undertaking for Correctness of Information and Non-Blacklisting**

(To be provided on the letterhead of Bidder)

I, the undersigned, do hereby certify that all the statements made in this application / bid and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by Procuring Agency at any time, if deems it necessary.

That the undersigned hereby authorize and request the bank, person, firm or corporation to furnish any additional information requested by the Procuring Agency deemed necessary to verify this statement regarding my (our) competence and general reputation.

That the undersigned understands and agrees that further qualifying information may be requested and I agree to furnish any such information at the request of the Procuring Agency.

That the undersigned / Applicant is not insolvent and not blacklisted by any of Provincial or Federal Government Department, Agency, Organization, NGO, INGO, IGO, or any other autonomous or corporate body anywhere in Pakistan.

The undersigned certify that my firm / company is not involved in \*litigation or arbitration and has not been declared ineligible / debarred by any of the Federal / Provincial Government or any other entity due to any reason whatsoever and is eligible to carry out the business in Pakistan for which this Bid / Application for Prequalification is being made.

Signed by an authorized representative

Name of the Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

## Power of Attorney (For signatory of Application)

[To be printed on a PKR 100 stamp paper]

**KNOW ALL MEN BY THESE PRESENTS THAT** by this Power of Attorney (“**Power of Attorney**”),

\_\_\_\_\_ [Insert name firm/Company] having its registered office at [----- ], does hereby nominate, appoint and authorize

Mr. \_\_\_\_\_, having CNIC No. \_\_\_\_\_ hereinafter referred to as the “**Signatory of Application**”, to do in our name and on our behalf the following:

- i. Sign and submit to \_\_\_\_\_ or its authorized nominee, the Prequalification Application / Bid for “**Procurement of 05 Nos. Photocopier Machines**”, in response to the advertisement dated [---] issued by The Procuring Agency and all other documents and instruments required to submit the Prequalification Application / Bidding Documents.
- ii. Execute all such contracts, deeds, documents and instruments as may be considered necessary and expedient in relation to the foregoing; and
- iii. do and carry out all other actions as may be required by the Procuring Agency in connection with the Prequalification / bidding process as a whole;
- iv. To immediately notify The Procuring Agency in writing of any impending or actual revocation as well as any change in the terms of this Power of Attorney.
- v. To do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Prequalification / Bid in response to the above referred Advertisement including signing and submission of all documents, instruments and deeds (including correcting any deficiencies or mistakes therein), attending any meetings organized by the Procuring Agency (including pre-bid conference meetings and bid opening meetings) and providing information/responses to the Procuring Agency in all matters in connection with our Bid.

We, [Insert name of Firm/Company], do hereby ratify and confirm whatsoever the Signatory of Application shall do by virtue of these presents and further agree that whatever the Signatory of Application shall do or cause to be done pursuant to this Power of Attorney shall be binding on us.

Furthermore, each provision of this Power of Attorney is severable and distinct from the others. The invalidity, illegality or unenforceability of any one or more provisions of this Power of Attorney at any time shall not in any way affect or impair the validity, legality and enforceability of the remaining provisions hereof.

**IN WITNESS WHEREOF**, we have executed this **POWER OF ATTORNEY** as of [Date].

**FOR: [INSERT NAME OF BIDDER]**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

CNIC/Passport No: \_\_\_\_\_