

Section 1

Request for Quotation (RFQ)

To:

Date : 07-08-2023

Procurement Reference: PK-PTEG-374007-CW-RFQ

Subject: REQUEST FOR QUOTATION FOR CONSTRUCTION OF TUFF TILE FLOOR PARKING AREA IN LAHORE MUSEUM

1. The Implementing Agency indicated above invites your quotation for *Construction of Tuff Tile Floor Parking Area in Lahore Museum* below. For the purposes of any resulting contract the Implementing Agency or their named representative shall be the Employer.
2. You are invited to submit your price quotation against the respective lot for *Construction of Tuff Tile Floor Parking Area in Lahore Museum*, under Punjab Tourism for Economic Growth Project (PTEGP) as per specifications mentioned in Section III. You must quote for all the items / services as per respective lot under this Invitation. Price quotations will be evaluated for all the items together, however, partial bids is not allowed and Work Orders will be awarded to the firm/Bidder offering the lowest evaluated total cost.
3. Your quotation(s) must be marked “Quotation for *Construction of Tuff Tile Floor Parking Area in Lahore Museum*” and address to the Project Director, Punjab Tourism for Economic Growth Project (PTEGP) Address: PTEGP 175-A, Upper Mall Scheme, Scotch Corner, Lahore

Fraud and Corruption

4. The Bank requires compliance with the Bank’s Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework, as set forth in the attachment to the Conditions.
5. In further pursuance of this policy, Contractors shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, Contractors, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to the RFQ and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.
6. Your quotation should be accompanied by adequate technical documentation, *previous similar work orders*, company profile, catalogue(s) and other printed material or pertinent information for each item quoted, including names and addresses of offers providing after sales service facilities in Punjab Province.
7. The deadline for receipt of your quotation (s) by the Employer at the addressed indicated in Paragraph 3 is. Before **14:00 Hours on 18-08-2023**.

You quotation(s) should be submitted as per the instructions contained in the RFQ.

- (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.

Evaluation and Award of Work 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 of technical and financial capabilities. **Validity of the Offer:** Your quotation(s) should be valid for a period of 30 days from the date for receipt of quotation(s) indicated in Paragraph 5 above.

Section II -

Instructions for Preparing Quotations

Scope of Procurement: Invites price quotation for *Construction of Tuff Tile Floor Parking Area in Lahore Museum* as described in the Technical Specifications. The successful bidder will be expected to complete the work within due time.

1. Eligibility to Quote:

- a. Submit 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.
- 2. Qualification of the Bidder:** To qualify for award of the Contract/Work Order, a Bidder shall meet/agree the following minimum qualifying criteria:
- i. Works shall be completed strictly according to the BOQs given in the BOQs sheet.
 - ii. PEC Certificate
 - iii. Conditional quotations will not be entertained.
 - iv. Validity of rates should not be less than 30 days from the date of quotation opening.
 - v. Bidder should have at **least three years** of experience in construction or similar projects to the subject mentioned herein.

3. Other Terms and Conditions:

- i. Payment will be made as per Contract agreement/Work Order. Within maximum of 30 days from the date of receipt of invoice after, completion of work
 - ii. To receive payments, the bidder should be duly registered with tax authorities
 - iii. Defect liability period 365 days
 - iv. The rates should be inclusive of all taxes.
- 4. Contents of quotation Documents:** The set of proposal documents must be comprised of the documents listed below:

Section I	Invitation to Quote
Section II	Instruction for Preparing Quotations
Section III	BOQs
Section IV	Form of Quotation

- 5. Documents Comprising the quotation:** The Proposal submitted by the Bidder shall comprise the following documents:
- (i) Form of Quotation (as per sample attached)
 - (ii) Qualification and Experience Information
 - (iii) Copies of taxation documents

Price Quotation: The Contract shall be awarded for the whole work and shall be based on the unit and total price for fixed unit rate contract. Prices shall be quoted entirely in Pak Rupees. The bidder shall fill in the rates and prices for all items of BOQs. All duties, prevailing taxes in the Punjab and other levies payable by the Bidder under the contract, shall be included in the rates, prices, and total price quotation submitted by the bidder. The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to any adjustment on any account.

6. **Validity of Quotations.** 30 days
7. **Employer's Right to Increase or Decrease Quantities:** The Employer, reserves the right to increase or decrease amount of Work/goods/services by 15%.

Section III - Specifications

1.1 Technical Proposal

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

1.2 Payment Criteria

Payment for Works:

Payment will be made after successful completion of work, installation, testing and inspections as per Work Order.

1.4 Completion time and Liquidated Damages

The requisite work shall be completed within 90 Days after signing of contract agreement/Work Order. In case of later Completion 0.05% of Work Order amount will be deducted per day.

1.5 Liquidated damages:

Bidder has to replace the damaged items during Completion and installation

1.6 Performance Security

A Performance Security shall be required, the amount of the Performance Security shall be: 5% of the contract value

1.7 Warranty

Defect liability period 365 days from the completion of work

**Project Director, PMU-PTEGP
PTEGP 175-A, Upper Mall Scheme,
Scotch Corner, Lahore
042-99332308-9**

SCHEDULE OF REQUIREMENTS

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

Lot. No.	Items Detail	Required Completion Schedule	Completion Location
01	Construction of Tuff Tile Floor Parking Area in Lahore Museum	90 Days of after issuance of Work Order	Lahore Museum, Mall Road , Lahore

BILL OF QUANTITIES

Up gradation of Parking at Museum Lahore Near Mall Road						
Sr. No.	Description of item	Qty in Unit	Unit of Measurement	Tendered Unit Rate (to be filled by the bidder)		Amount
1	Excavation and removal of unsuitable Material lead upto 10 Km.	49612.50	P.Cft			
2	Supplying and Filling Sand under floor or plugging in wells.	16537.50	P.Cft			
3	P/L Sub Base course of crushed stone of specified thickness compacted from Sikhan wali Quarry with 100% AASHTO density compaction complete in all respect i/c all lead & lift.	33075.00	P.Cft			
4	Providing and laying Tuff pavers, having 7000PSI, crushing strength of approved manufacturer, over 2"to3" sand cushion / grouting with and in joints i/c finishing to require slope. Complete in all respect. (c) 80-mm thick	33075.00	P. Sft			
5	Providing and fixing precast Edge Kerb Stone (4"to6"thick), of 3500 PSI Compressive Strength, embedded in PCC1:2:4 overlaid concrete 1:4:8 etc complete in all respect. (i) 14" high (b) With Painting	800.00	P. Rft			
Total Rs.						

Section IV - Form of Quotation

_____ (Date)

To:-

**Project Director
Punjab Tourism for Economic Growth Project (PTEGP),
175-A, Upper Mall Scheme, Scotch Corner, Lahore**

We offer to execute the work for the contract of (PROCUREMENT OF -----) 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 work described in the Contract within the following Completion time from the date of signing of the contract.

Price (inclusive of all taxes) and Schedule for completion of work:

Sr. No.	Description as per BOQ	Quantity	Unit Price	Total Price	Completion 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.

1. Conformity and no reservations

In response to the above named RFQ we offer to Completion of Work, [*add if applicable*: “and the Related Services,”] as per this Quotation and in conformity with the RFQ, Completion and Completion Schedules and Technical Specifications. We confirm that we have examined and have no reservations to the RFQ, including the Contract.

2. Eligibility

We meet the eligibility requirements and have no conflict of interest, in accordance with the Request for Quotations.

3. Suspension and Debarment

We, along with any of our subcontractors, Contractors, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Employer’s Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

4. Not Bound to Accept

We understand that you reserve the right to:

- a. accept or reject any Quotation and are not bound to accept the lowest evaluated cost Quotation, or any other Quotation that you may receive, and
- b. Annul the RFQ process at any time prior to the award of the Contract without incurring any liability to Contractors.

5. Fraud and Corruption

We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Quotation for Work Completion: Price Schedule 2

For Works to be completed from within the Employer' country

1	2	3	4	5	6	7	8	9
Line Item N°	Description of Work	Completion Date as defined by Incoterms	Quantity and physical unit	Unit price EXW	Total EXW price per line item (Col. 4x5)	[IF REQUIRED] Price per line item for inland transportation and other services required in the Employer's Country to convey the Works / Goods to their final destination, specified in RFQ	[if known] Sales and other taxes payable per line item if Contract is awarded	Total Price per line item (Col. 6+7)
<i>[insert number of the item]</i>	<i>[insert name of Good]</i>	<i>[insert quoted Completion Date/ quoted phased Completion dates if applicable]</i>	<i>[insert number of units to be supplied and name of the physical unit]</i>	<i>[insert EXW unit price]</i>	<i>[insert total EXW price per line item]</i>	<i>[insert the corresponding price per line item]</i>	<i>[insert sales and other taxes payable per line item if Contract is awarded]</i>	<i>[insert total price per item]</i>
Quotation Price								

Quotation for Related Services: Price Schedule 3

1	2	3	4	5	6	7	
Item No.	Item description	Description of Services (excludes inland transportation and other services required in the Employer's Country to convey the goods to their final destination)	Country of Origin	Completion Period at place of Final destination	Quantity and physical unit	Unit price	Total Price per Service (Col. 5*6 or estimate)
<i>[insert number of the item]</i>		<i>[insert name of Services]</i>	<i>[insert country of origin of the Services]</i>	<i>[insert Completion Period at place of final destination per Service]</i>	<i>[insert number of items to be supplied and name of the physical unit]</i>	<i>[insert unit price per item]</i>	<i>[insert total price per item]</i>
Quotation Price							

Total Quotation: Price Schedule 4

The total price for the work completion and related Services is as follows:

Price Schedule	Amount
Work: Price Schedule 1	
Work: Price Schedule 2	
Related Services: Price Schedule 3 <i>[if applicable]</i>	
Total Quotation	

ANNEX 3: Contract Forms

Contract Agreement

This AGREEMENT number ----- made on May-----, 2023

BETWEEN

- (1) Project Management Unit – Punjab Tourism for Economic Growth Project, (PMU-PTEGP), located at 175 A Scotch Corner, Upper Mall Scheme, Lahore, Pakistan, (hereinafter called “**the Employer**”), which expression shall, wherever the context so permits or requires, mean and include its successors-in-interests and assigns, and hereinafter referred to as Party of the **ONE PART**, and
- (2) -----, whose address ----- (hereinafter called “**the Contractor**”), which expression shall, wherever the context so permits or requires, mean and include its successors-in-interests and assigns, and hereinafter referred to as Party of the **OTHER PART**:

WHEREAS the Employer invited quotations for certain Works and ancillary services, [*insert brief description of Works and Services*] and has accepted a quotation by the Contractor for the completion of those Work and Services

The Employer and the Contractor 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 Contractor’s quotation
 - (c) Conditions of Contract
 - (d) the Employer’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 Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to complete work and Related Services if applicable and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor in consideration of the completion of work 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 *Islamic Republic of Pakistan* on the day, month and year indicated above.

FOR AND BEHALF OF EMPLOYER:

FOR AND BEHALF OF CONTRACTOR:

Signature _____

Signature: _____

Name: _____

WITNESSES:

1. Signature _____

2. Signature _____

Name:

Name: _____.

Conditions of Contract

<p>1. Definitions</p>	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none">(a) <u>“Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).</u>(b) <u>“CC” means the Conditions of Contract.</u>(c) <u>“Contract” means the Contract Agreement entered into between the Employer and the Contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.</u>(d) <u>“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.</u>(e) <u>“Contract Price” means the price payable to the Contractor as specified in CC 8.1, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.</u>(f) <u>“Day” means calendar day.</u>(g) <u>“Completion” means the fulfillment of the Related Services, as applicable, by the Contractor in accordance with the terms and conditions set forth in the Contract.</u>(h) <u>“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Contractor is required to supply to the Employer under the Contract.</u>(i) <u>“Party” means the Employer or the Contractor, as the context requires, and “Parties” means both of them.</u>(j) <u>“Employer” means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2.</u>(k) <u>“Employer’s Country” is the country specified in the CC 2.</u>(l) <u>“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 Contractor under the Contract, as applicable.</u>(m) <u>“Subcontractor” means any person, private or government entity, or a combination of the above, to</u>
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	<p><u>whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Contractor.</u></p> <p>(n) <u>“Contractor” means the person, private or government entity, or a combination of the above, whose Quotation to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement.</u></p> <p>(o) <u>“The Project Site,” where applicable, means the place named CC 2.</u></p>
2. Employer, Employer’s Country, Project Site/Final Destination	<p>2.1 The Employer is: Punjab Tourism for Economic Growth Project</p> <p>2.2 The Employer’s Country is: Pakistan</p> <p>2.3 The Project Site(s)/Final Destination(s) is/are: Lahore Museum</p>
3. Incoterms	3.1 The edition of Incoterms that shall apply is: [Incoterms® 2020]
4. Notices and Addresses for notices	<p>4.1 Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt.</p> <p>Attention: Project Director, PMU-PTEGP Street Address: 175-A Scotch Corner, Upper Mall Scheme City: Lahore Country: Pakistan Telephone: 0092 42 99332607-8 Electronic mail address: pmuptegp@gmail.com</p>
5. Governing Law	5.1 The Contract shall be governed by and interpreted in accordance <i>with Laws of Islamic Republic of Pakistan</i>
6. Settlement of Disputes	The rules of procedure for arbitration proceedings pursuant to Condition-6, a dispute between the Employer and a Contractor who is a national of the Employer’s Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Employer’s Country.
7. Shipping and other documents to be provided	7.1 N/A.
8. Contract Price	<p>8.1 The Contract Price is -----.</p> <p>8.2 Subject to CC 31 and 32, the prices charged by the Contractor for the Work Completed and the Related Services performed under the Contract shall not vary from the prices quoted by the Contractor and accepted by the Employer.</p>

<p>9. Terms of payment</p>	<p>9.1 The method and conditions of payment to be made to the Contractor Payment for Work Completed and Services supplied from within the Employer’s Country:</p> <p>Payment for Work Completed and Services supplied from within the Employer’s Country shall be made in <u>Pak Rupees</u>, as follows:</p> <p>(i) Advance Payment: Ten (10) percent of the Contract Price shall be paid within thirty (15) days of signing of the Contract upon submission of a claim for the amount and a bank demand guarantee. If the Contractor does not avail Advance Payment, the amount shall be equally reassigned to payments “on successful Work Completion.</p> <p>(ii) On Work Completion: Ninety (90) percent of the Contract Price shall be paid on Successful Work Completion, acceptance certificate for the respective Work Completion issued by the Employer and within 30 days after submission of the documents specified in CC 7.</p>
<p>10. Taxes and Duties</p>	<p>10.1 For all works completed in the Employer’s Country, the Contractor shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed in the Employer’s Country.</p> <p>10.2 If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in the Employer’s Country, the Employer shall use its best efforts to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.</p>
<p>11. Performance Security</p>	<p>11.1 A Performance Security shall be required @ 5% of the Work Order / Contract Value in shap of Bank Gaurantee for subject procurement.</p>
<p>12. Subcontractors</p>	<p>12.1 The Contractor shall notify the Employer 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 Contractor from any of its obligations, duties, responsibilities, or liability under the Contract.</p>
<p>13. Specifications and Standards</p>	<p>13.1 The BOQs 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 country of origin.</p>
<p>14. Packing, marking and documentation</p>	<p>14.1 N/A</p>
<p>15. Insurance cover</p>	<p>15.1 The insurance coverage shall be as specified in the Incoterms.</p>

<p>16. Transportation</p>	<p>16.1 Transportation of the Goods at site shall be Responsibility of Contractor.</p>
<p>17. Inspections and Tests</p>	<p>17.1 The Contractor shall at its own expense and at no cost to the Employer carry out the tests and/or inspections of the completed works and Related Services as are specified in the Technical Specifications.</p> <p>17.2 The inspections and tests may be conducted on the premises of the Contractor or its Subcontractor, at point of Completion, and/or at the final destination, or in any other location, as specified in the Technical Specifications. Subject to CC 17.3, if conducted on the premises of the Contractor 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 Employer.</p> <p>17.3 The Employer or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC 17.2, provided that the Employer bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.</p> <p>17.4 Whenever the Contractor is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Employer. The Contractor shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Employer or its designated representative to attend the test and/or inspection.</p> <p>17.5 In accordance with CC 31, the Employer may require the Contractor 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 Contractor shall provide the Employer with a report of the results of any such test and/or inspection.</p> <p>17.7 The Employer may reject any Work / Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Contractor shall either rectify or replace such rejected Work / Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Employer, and shall repeat the test and/or inspection, at no cost to the Employer, upon giving a notice pursuant to CC 17.5.</p> <p>17.8 The Contractor agrees that neither the execution of a test and/or inspection of Work / Goods or any part thereof, nor the attendance by the Employer or its representative, nor the issue of any report pursuant to CC 17.7, shall release the Contractor from any warranties or other obligations under the Contract</p>

18. Delivery Date and Completion Date	18.1 The Completion Date of the Work shall be as mentioned in Schedule of Requirement.
19. Liquidated damages and bonuses	19.1 The liquidated damage shall be 0.05% of Work Order amount will be deducted per day, in case of later Completion
20. Warranty	20.1 Defect liability period 365 days from the completion of work
21. Copyright	21.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor, or, if they are furnished to the Employer directly or through the Contractor by any third party, including Contractors of materials, the copyright in such materials shall remain vested in such third party.
22. Fraud and Corruption	<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 Employer requires the Contractor 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>
23. Inspections and Audit by the Bank	23.1 Pursuant to paragraph 2.2 e. of the attachment to the Conditions of Contract, the Contractor shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, Contractors, 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 Contractor’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	<p>24.1 Except in cases of criminal negligence or willful misconduct,</p> <p>(a) the Contractor shall not be liable to the Employer, 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</p>

	<p>costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and</p> <p>(b) the aggregate liability of the Contractor to the Employer, 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 Contractor to indemnify the Employer with respect to patent infringement.</p>
<p>25. Force Majeure</p>	<p>25.1 The Contractor shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>25.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes.</p> <p>25.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor 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>26. Termination</p>	<p>26.1 Termination for Default</p> <p><u>The Employer, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate the Contract in whole or in part:</u></p> <p>(i) if the Contractor fails to complete work any or all of the Work within the period specified in the Contract, or within any extension thereof granted by the Employer;</p> <p>(ii) if the Contractor fails to perform any other obligation under the Contract; or</p>

	<p>(iii) if the Contractor, in the judgment of the Employer has engaged in Fraud and Corruption, in competing for or in executing the Contract.</p> <p>26.2 Termination for Convenience</p> <p>(a) <u>The Employer, by notice sent to the Contractor, 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 Employer’s convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective..</u></p>
<p>27. Forced Labor</p>	<p>27.1 The Contractor, 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>
<p>28. Child Labor</p>	<p>28.1 The Contractor, 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 Contractor, 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"> (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;

	<p>(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or</p> <p>(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.</p>
<p>29. Health and safety obligations</p>	<p>29.1 The Contractor 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>
<p>30. Patent Indemnity</p>	<p>30.1 The Contractor shall, subject to the Employer’s compliance with CC 30.2, indemnify and hold harmless the Employer 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 Employer 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"> a) <u>the installation of the Goods by the Contractor or the use of the Goods in the country where the Site is located; and</u> b) <u>the sale in any country of the products produced by the Goods.</u> <p>Such indemnity shall not cover any use of the works / 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 Works / 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 Contractor, pursuant to the Contract.</p> <p>30.2 If any proceedings are brought or any claim is made against the Employer arising out of the matters referred to in CC 30.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expense and in the Employer’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 Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Employer shall be free to conduct the same on its own behalf.</p> <p>30.4 The Employer shall, at the Contractor’s request, afford all available assistance to the Contractor in conducting such proceedings or claim, and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.</p>

	<p>30.5 The Employer shall indemnify and hold harmless the Contractor 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 Contractor 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 Employer.</p>
<p>31. Change Orders and Contract Amendments</p>	<p>31.1 The Employer may at any time order the Contractor 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"> (a) drawings, designs, or specifications, where Works / Goods to be furnished under the Contract are to be specifically manufactured for the Employer; (b) the method of shipment or packing; (c) Changes in quantities of BOQs/Goods/Scope of Work to be supplied within the range specified herewith. [<i>“The maximum percentage by which quantities may be increased is: [15%]; The maximum percentage by which quantities may be decreased is: [15%”</i>]; (d) the place of Completion; (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 Contractor. <p>31.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor’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 Contractor for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Contractor’s receipt of the Employer’s change order.</p> <p>31.3 Prices to be charged by the Contractor 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 Contractor 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>
<p>32. Change in Laws and Regulations</p>	<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 Employer'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 Completion Date and/or the Contract Price, then such Completion Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract.</p>
<p>Additional Clauses</p>	<p><i>[insert any additional clauses as necessary, otherwise delete this row]</i></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 Contractors; any sub-contractors, sub-consultants, service providers or Contractors; 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, Contractors 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 Contractor, 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 Contractors, and their sub-contractors, sub-consultants, service providers, Contractors, 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.



Advance Payment Security Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[Insert name and Address of Employer]*

Date: *[Insert date of issue]*

ADVANCE PAYMENT GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that *[insert name of Contractor, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called “the Applicant”) has entered into Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the execution of *[insert name of contract and brief description of Works and related Services]* (hereinafter called “the Contract”).

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum *[insert amount in figures]* () *[insert amount in words]* is to be made against an advance payment guarantee.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*¹ upon receipt by us of the Beneficiary’s complying demand supported by the Beneficiary’s statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant has used the advance payment for purposes other than toward completion of work.

A demand under this guarantee may be presented as from the presentation to the Guarantor of a certificate from the Beneficiary’s bank stating that the advance payment referred to above has been credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant’s bank]*.

The maximum amount of this guarantee shall be progressively reduced in proportion to the value of the Works / Goods shipped (for Works / Goods supplied from abroad) and/or the value of the Works / Goods delivered at the named place of destination (for Works / Goods supplied from within the Employer’s country), as evidenced by copy(ies) of [].⁴

¹ The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency (ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Purchaser.

⁴ Insert shipping/other applicable documents establishing “delivery” of the Works / Works / Goods in accordance with the applicable Incoterm to the Contract.



This Guarantee shall expire upon our receipt of copy(ies) of the above referenced documents, evidencing that at least ninety (90) percent of the Contract Price of the Works / Goods has been delivered or on the *[insert day]* day of *[insert month]*, *[insert year]*⁵, whichever is earlier.

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No.758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

⁵ *Insert the Delivery date specified in the Contract Delivery Schedule. The Purchaser should note that in the event of an extension of the time to perform the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: “We agree to a one-time extension of this guarantee for a period not to exceed *[six months]**[one year]*, in response to the Purchaser’s written request for such extension, such request to be presented to us before the expiry of the guarantee.”*



Sample Letter of Award of Contract

[modify as appropriate]

[use letterhead paper of the Employer]

[date]

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

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