PESHAWAR ELECTRIC SUPPLY COMPANY,

PESHAWAR (PESCO)

ELECTRICITY DISTRIBUTION EFFICIENCY IMPROVEMENT PROJECT (EDEIP)

REQUEST FOR QUOTATIONS

FOR

PROCUREMENT OF 5 TON FORK LIFTERS ALONG WITH ACCESSORIES

April - 2026

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PROCUREMENT OF
05 TON FORK LIFTERS

Request for Quotations

April 2026

Official Use Only

Request for Quotations
Procurement of:
05 Ton Fork Lifters

Ref No: PK-PESCO-517191-GO-RFQ /Fork Lifter

Project: Electricity Distribution Efficiency Improvement Project (EDEIP)

Purchaser: Chief Engineer (Dev.) Project Management Unit
Peshawar Electricity Supply Company (PESCO)

Country: Pakistan

Issued on: 14-04- 2026

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Request for Quotations

RFQ Ref No.: PK-PESCO-517191-GO-RFQ /Fork Lifter **RFQ Date: _____**

1. Peshawar Electricity Supply Company (PESCO) – Pakistan has received financing from the World Bank (the Bank) toward the cost of the Electricity Distribution Efficiency Improvement Project (EDEIP) and intends to apply part of the proceeds toward payments under the Contract for Procurement of the Fork Lifters.

2. This RFQ is for the procurement of "**Two (02) No. of 05-ton Fork Lifters along with complete accessories"** required by PESCO.

3. The PESCO now invites quotations from suppliers for the Goods **05 ton Fork Lifters along with Accessories** described in **Annex-1: Purchaser's Requirements**, attached to this RFQ.

4. Bidding will be conducted through national competitive procurement using a Request for Quotation (RFQ) as specified in the World Bank's "Procurement Regulations for IPF Borrowers "Procurement Regulations – November 2020", and is open to all eligible Bidders as defined in the Procurement Regulations.

Fraud and Corruption

5. 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 Contract Conditions **(Attachment - A).**

6. In further pursuance of this policy, Suppliers shall permit and shall cause their agents (where declared or not), subcontractors, Sub - Consultants, service providers, suppliers, 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.

Eligible Goods

7. The Goods **05 ton Fork Lifters along with Accessories** to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Para. 11.

Eligible Suppliers

8. In case the Supplier is a joint venture (JV), all members shall be jointly and severally liable for the execution of the entire Contract in accordance with the Contract terms. The JV shall nominate a representative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the Request for Quotations process and, in the event the JV is awarded the Contract, during contract execution.

9. A Supplier may have the nationality of any country, subject to the restrictions pursuant to para. 9 and 10 hereinafter. A Supplier shall be deemed to have the nationality of a country if the Supplier is constituted, incorporated or registered in, and operates in conformity with, the provisions of the laws of that country, as evidenced by its articles of incorporation (or equivalent documents of constitution

or association) and its registration documents, as the case may be. This criterion also shall apply to the determination of the nationality of proposed subcontractors or sub-consultants for any part of the Contract including Related Services.

10. Firms and individuals may be ineligible if so indicated in para. 10 below and:

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the supply of Goods or the contracting of works or services required; 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 or contracting of works or services from that country, or any payments to any country, person, or entity in that country.

11. In reference to paras. 6 and 8, for the information of suppliers, at the present time firms, goods and services from the following countries are excluded from this procurement process:

(a) Under para. 6 and 9 (a): **Countries having no commercial relations with Islamic Republic of Pakistan**

(b) Under para. 6 and 9 (b): **Countries having no commercial relations with Islamic Republic of Pakistan**

12. A Supplier that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines, in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in the attachment to the Contract Conditions **(Attachment - A)** paragraph 2.2 d., shall be ineligible to submit Quotations or be awarded or otherwise benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. A list of debarred firms and individuals is available on the Bank's external website: http://www.worldbank.org/debarr.

13. Suppliers that are state-owned enterprises or institutions in the **Islamic Republic of Pakistan** may be eligible to compete and be awarded a Contract(s) only if they can establish, in a manner acceptable to the Bank, that they:

(a) are legally and financially autonomous;

(b) Operate under commercial law; and

(c) are not under supervision of the Purchaser (PESCO).

14. A Supplier shall not have a conflict of interest. Any Supplier found to have a conflict of interest shall be disqualified. A Supplier may be considered to have a conflict of interest for the purpose of this Request for Quotations process, if the Supplier:

(a) directly or indirectly controls, is controlled by or is under common control with another Supplier that submitted a Quotation; or

(b) Receives or has received any direct or indirect subsidy from another Supplier that submitted a Quotation; or

(c) has the same legal representative as another Supplier that submitted a Quotation;

(d) has a relationship with another Supplier that submitted a Quotation, directly or through common third parties, that puts it in a position to influence the Quotation of another Supplier, or influence the decisions of the Purchaser regarding this Request for Quotations process; or

(e) or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the Goods, or Related Services, that are the subject of the Request for Quotations process; or

(f) or any of its affiliates has been hired (or is proposed to be hired) by the Purchaser or Borrower for implementing the Contract; or

(g) would be providing Goods, works, or non-consulting services resulting from, or directly related to consulting services for the preparation or implementation of the project specified in this Request for Quotations, that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or

(h) has a close business or family relationship with the professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the Request for Quotations or specifications and/or the evaluation of Quotations, of the subject Contract; or (ii) would be involved in the implementation or supervision of such Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the Request for Quotations process and execution of the Contract.

Performance Security

15. The successful Supplier shall submit a Performance Security in accordance with the Contract Conditions Clause 11- Performance Security.

Manufacturer's Authorization

16. A Supplier that does not manufacture or produce the **"05 Ton Fork Lifters"** it offers to supply shall submit a Manufacturer's Authorization using the form included to this RFQ to demonstrate that it has been duly authorized by the manufacturer or producer of the **"05 Ton Fork Lifters"** to supply these **"05 Ton Fork Lifters"** in the Purchaser's Country **Pakistan**.

Validity of offers

17. The offers shall be valid until **29-05-2026.**

Quoted Price

18. Prices shall be quoted in the following manner:

(a) For Goods 05 Ton Fork Lifters along with complete Accessories to be supplied from within the Purchaser's Country Pakistan.

(i) the price of the Goods quoted EXW, including all customs duties and sales and other taxes already paid or payable on the components and raw material used in the manufacture or assembly of the Goods;

(ii) if known, any Purchaser's Country sales tax and other taxes which will be payable on the Goods if the Contract is awarded to the Supplier; and

(iii) The price for inland transportation, insurance, and other local services required to convey the Goods to their final destination: **GSC Warehouse PESCO, Jamrud Road, Peshawar.**

(b) For Goods to be supplied from outside the Purchaser's Country:

The price of the Goods **05 Ton Fork Lifters along with complete Accessories**, quoted DDP named place of destination in the Purchaser's Country: **GSC Warehouse PESCO, Jamrud Road, Peshawar** (Inclusive of Unloading, import duty, Tax & Custom Clearance etc.)**.**

(c) Training: The Supplier shall impart Operation and Maintenance training to the nominated personals of the Purchaser at the final destination, free of cost for a period of one day only.

(d) for Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements, the price of each item comprising the Related Services (inclusive of any applicable taxes).

19. The Supplier may quote its price in a foreign currency of its choice in addition to the currency of the Purchaser's Country (for any local costs as applicable).

Clarifications

20. Any clarification request regarding this RFQ may be sent in writing to **Chief Engineer (Dev.) PMU, PESCO, Sakhi Cheshma Shami Road, Peshawar – Khyber Pakhtun Khwa – Pakistan** before **20-04-2026 at 1100 hrs.**

Email address: ce.pmupesco@gmail.com

The Purchaser will forward copies of its response to all Suppliers including a description of the inquiry but without identifying its source.

Submission of Quotations

21. Quotations are to be submitted in the form attached at **Annex - 2 [in Hardcopy] along with Soft Copy by email**. Soft Copy submitted as email attachments shall be in the form of scanned non- editable images. In case of any discrepancy found in the Hard and soft copies, Hard copy shall prevail.

22. The deadline for submission of Quotations is **29-04-2025**.

23. The address for submission of Quotations is:

Attention: **Chief Engineer (Dev.) PMU, PESCO, Sakhi Cheshma Shami Road,Peshawar –Khyber Pakhtun Khwa - Pakistan**

E-mail address: ce.pmupesco@gmail.com

Opening of Quotations

24. Quotations will be opened by the Purchaser's representatives immediately after the deadline for the submission of Quotations.

Evaluation of Quotations

25. Quotations will be evaluated to ensure compliance with the Technical Specifications, Delivery and Completion Schedules and any other requirements of the RFQ.

26. The comparison shall be on the basis of **DDP (place of final destination)** prices for all Goods, whether supplied from outside or within the Purchaser's country, together with prices for any required installation, training, commissioning, and other related services. The evaluation of prices shall not take into account customs duties and other taxes levied on imported goods, nor sales or similar taxes levied in connection with the sale or delivery of goods.

Evaluation for the Whole Lot/Package

28. Quotation will be evaluated for the whole package under this RFQ. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items. An item not listed in the Price Schedule shall be assumed not included in the Quotation, and provided that the Quotation is substantially responsive, the average of the item price as quoted by substantially responsive Suppliers will be added to the Quoted Price and the equivalent total price of the Quotation so determined will be used for price comparison.

29. For evaluation and comparison purposes, the currency of the Quotations shall be **Pakistani Rupee [PKR].**

Contract Award

30. The Contract will be awarded to the Supplier/s who:

(a) is eligible and offers eligible Goods;

(b) offers the lowest evaluated price/s,

(c) technically compliant quotation, and

(d) guarantees delivery, in accordance with the delivery period/s.

31. The Purchaser shall invite the successful Supplier/s for any discussion / Clarifications that may be needed to conclude the contract or otherwise for contract signature.

32. The Purchaser shall communicate by the quickest means with the other Suppliers on its contract award decision. An unsuccessful supplier may request clarifications as to why its quotation was not determined to be successful. The Purchaser will address this request within a reasonable time.

33. The Purchaser shall publish a contract award notice on its website with free access, if available, or in a newspaper of national circulation or UNDB online, within 15 days after award of contract. The information shall include the name of the successful Supplier, the Contract Price, the Contract duration, summary of its scope and the names of the Suppliers and their quoted and evaluated prices.

On behalf of the Purchaser:

Chief Engineer (Dev.) PMU, PESCO

Attachments:

Annex 1: Purchaser's Requirements
Annex 2: Quotation Form
Annex 3: Contract Forms
Contract Conditions

ANNEX 1: Purchaser's Requirements

1.1 List of Goods and Delivery Period

Line Item N°	Description of Goods	Qty required	Physical unit	Named Place of Destination (for DDP)	Place of Final Destination (Project Site)	Applicable Incoterms DDP	Delivery Period from Date of Contract Signature
1	**Diesel Fork Lifter (05 ton) Along with Complete Accessories.**	**02**	**No's**	**GSC Warehouse PESCO, Jamrud Road, Peshawar.**	**GSC Warehouse PESCO, Jamrud Road, Peshawar.**	The Incoterms edition is:**2020**	**150 days**

Delivery Schedule ***[to be used if phased delivery is planned]*** – Not Applicable (NA)

Line Item N°	**Description of Goods**	**Physical unit**	**Total Quantity required**	**Delivery period and minimum quantity requirements**					
				Periods 1 ***[insert period 1, e.g. within 15 days from the specified appropriate milestone such as contract signature, advance payment (if applicable) etc.]]***		**Period 2** ***[insert period 2, e.g. within 20 days from the end of period 1]***		**Period 3 (insert period 3, e.g.** ***within 30 days from the end of period 2]***	
				Minimum acceptable quantity	**Maximum quantity required for period**	**Minimum acceptable quantity**	**Maximum quantity required for period**	**Minimum acceptable quantity**	**Maximum quantity required for period**

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1.2 - List of Related Services and Completion Schedule

Service	Description of Service	Quantity required	Physical Unit	Place where Services shall be performed	Completion Period of Services
01	Operation & maintenance Training of the Supplied Fork lifters to the Operators nominated by the Purchaser at the cost of the Supplier.	One (01)	Days	GSC Warehouse PESCO, Jamrud Road, Peshawar.	Within 10 days after receipt of Goods at Final Destination

1.3 Technical Specifications

The offered *"***Diesel (05) Ton Fork lifers along with complete Accessories"** must be of the latest model and having the minimum Technical Specifications but not limited to the following:

1. **Standards**: ISO 9001Certified or Equivalent / superior to the official standards whose application is appropriate to the Goods' country of origin.

2. **Inspections and tests:**

   (a). For Supply of Goods (Fork Lifters with Accessories) from the foreign country, the Inspection and Tests shall be carried at the Final Destination as per Technical Specifications Sub – Clause 1.3.4 (a).

   (b). For Supply of Goods (Fork Lifters with Accessories) from within the Islamic Republic of Pakistan, the Inspection and Test shall be carried out at the Supplier's / Manufacture's premises / Works prior to dispatch to the Final Destination as per Technical Specifications Sub-Clause 1.3.4(b)

1.3.1 Summary of Technical Specifications.

The Goods shall comply with NTDC Specifications and the following Technical Specifications and Standards:

Item No	Name of Goods	*Technical Specifications and Standards*
01	**Diesel Fork Lifter (05 ton) along with Accessories**	**Standards**: ISO 9001Certified or Equivalent / superior to the official standards whose application is appropriate to the Goods' country of origin.
		Technical Specifications: i. Type of Engine: Diesel Engine ii. Type of Fuel: High Speed Diesel (HSD) iii. Lifting Capacity: 5,000Kg iv. Load center : 600mm v. Minimum Lifting Height:3000mm vi. Maximum Speed (With Load/Without Load): 25/29-30 km/hr. vii. Minimum Fuel Tank: 80liters viii. No. of Cylinder: 6 ix. Maximum Turning Radious:2800mm x. No of Wheels: (front/back) 2X2 xi. Type of Tiers: Solid

		xii. Minimum Engine Power : 70HP xiii. Transmission: Automatic/Hydrostatic xiv. Mast Type: 2 Stage Free lift mask or 3 Stage Free lift mask xv. Steering System: Fully Hydraulic Power System xvi. Lighting: Rotating beacon light Amber Color, front &back working LED lights. xvii. Paint/ Finish: Salt mist xviii. Ambient Temperature: -5℃~50 ℃ xix. Spare Parts Support: Local Support Centre (within PESCO Operational region preferable.

1.3.2 Detailed Technical Specifications and Standards:

a. Forklift must be capable of handling distribution transformers, panels, cable drums, etc.
b. Forklift should preferably have dual fuel filters if available (for dusty outdoor conditions).
c. Mast and forks must be designed to resist bending when lifting electrical panels and bulky materials on uneven places.

d. Reverse Alarm and Flashing Beacon are mandatory for utility equipment operating near workers.

1.3.3 Drawings –**Not Applicable (NA)**

[OPTIONAL; use if applicable]

This Request for Quotations includes *[insert "the following" or "no"]* drawings.

[If drawings shall be included, insert the following List of Drawings]

List of Drawings		
Drawing No.	**Drawing Name**	**Purpose**

1.3.4 Inspection and Tests

(a). For Supply of Goods (Fork Lifters) from the foreign country, the following Inspection and Tests shall be carried at the Final Destination as Contract Provisions. The supplier shall be responsible to arrange inspection and Tests to be participated by the representatives of the Purchaser and the Project Consultants as per Conditions of the Contract Clause -17.

- The Supplier shall supply all the Test Reports carried out at the Manufacturers Works signed by their authorized representative to the Purchaser for review and checking the results as applicable standards.
- The Supplier shall provide the copies of the relevant Standard, O&M Manual and Technical manual /Brochure /Drawings to the Purchaser for reference and record.
- The Supplier shall demonstrate the performance of the rated Load Capacity (05ton) of the Fork Lifters to be witnessed by the representatives of the Purchaser and the Consultants.

(b). For Supply of Goods (05 Ton Diesel Fork Lifters) from within the Islamic Republic of Pakistan, the Inspection and Test shall be carried out at the Supplier's / Manufacture's premises / Works, prior to dispatch to the Final Destination as per Technical Specifications. The supplier shall be responsible to arrange inspection and Tests to be participated by the representatives of the Purchaser and the Project Consultants as per Conditions of the Contract Clause -17.

- The Supplier shall supply all the Test Reports carried out at the Manufacturers Works signed by their authorized representative to the Purchaser for review and checking the results as applicable standards.
- The Supplier shall provide the copies of the relevant Standard, O&M Manual and Technical manual /Brochure /Drawings to the Purchaser for reference and record.
- The Supplier shall demonstrate the performance of the rated Load Capacity (05ton) of the Fork Lifters to be witnessed by the representatives of the Purchaser and the Consultants.

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ANNEX 2: Quotation Forms

Supplier Quotation Form

From:	**[*Insert Supplier's name*]**
Supplier's Representative:	[*Insert name of Supplier's Representative*]
Title/Position:	[*Insert Representatives title or position*]
Address:	[*Insert Supplier's address*]
Email:	[*Insert Supplier's email address*]

To:	**[*Insert Purchaser's name*]**
Purchaser's Representative:	[*Insert name of Purchaser's Representative*]
Title/Position:	[*Insert Representatives title or position*]
Address :	[*Insert Purchaser's address, **including email***]
RFQ Ref No.:	PK-PESCO-517191-GO-RFQ / Forklifter
Date of Quotation:	

Dear [*insert name of Purchaser's Representative*]: **Date:**

RFQ No:

SUBMISSION OF QUOTATION

1. **Conformity and no reservations**

   In response to the above named RFQ we offer to supply the Goods, [*add if applicable:* "and the Related Services,"] as per this Quotation and in conformity with the RFQ, Delivery 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, suppliers, 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 Purchaser's Country laws or official regulations or pursuant to a decision of the United Nations Security Council.

4. **Quotation Price**

   The total price of our offer is [*insert the total price of the offer in words and figures, indicating the various amounts and the respective currencies*].

5. **Quotation Validity**

   Our Quotation shall be valid until the date specified in the RFQ, and it shall remain binding upon us and may be accepted at any time before it expires.

6. **Performance Security** [*delete if performance security is not required*]

   If we are awarded the Contract, we commit to obtain a Performance Security in accordance with the RFQ.

7. **Commissions, gratuities, fees**

   We have paid, or will pay the following commissions, gratuities, or fees with respect to this Quotation

   [*If none has been paid or is to be paid, indicate "*none*."*]

Name of Recipient	Address	Reason	Amount

8. 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 Suppliers.

9. 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.

On behalf of the Supplier:

Name of the person duly authorized to sign the Quotation on behalf of the Supplier: [*insert complete name of person duly authorized to sign the Quotation*]

Title of the person signing the Quotation: *[insert complete title of the person signing the Quotation]*

Signature of the person named above: *[insert signature of person whose name and capacity are shown above]*

Date signed *[insert date of signing]* day of *[insert month], [insert year]*

Price Schedules

Quotation for Goods: Price Schedule - 1

(For Goods to be supplied from the Foreign Country)

1	2	3	4	5	6	7	8	9
Line Item N°	**Description of Goods**	**Country of Origin**	**Delivery Date as defined by Incoterms**	**Quantity and physical unit**	**Unit price DDP *[insert place of destination]***	**DDP Price per line item (Col. 5x6)**	**Price per line item for inland transportation and other services required in the Purchaser's Country to convey the Goods to their final destination specified in RFQ**	**Total Price per Line item (Col. 7+8)**
[insert number of the item]	*[insert name of good]*	*[insert country of origin of the Good]*	*[insert quoted Delivery Date quoted phased Delivery periods if applicable]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert unit price CIP per unit]*	*[insert total CIP price per line item]*	*[insert the corresponding price per line item]*	*[insert total price of the line item]*
							Quotation Price	

Quotation for Goods: Price Schedule 2

(For Goods to be supplied from within the Purchaser's Country)

1	2	3	4	5	6	7	8	9
Line Item N°	**Description of Goods**	**Delivery Date as defined by Incoterms**	**Quantity and physical unit**	**Unit price EXW**	**Total EXW price per line item (Col. 4×5)**	***[IF REQUIRED]* Price per line item for inland transportation and other services required in the Purchaser's Country to convey the 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)
[insert number of the item]	*[insert name of Good]*	*[insert quoted Delivery Date/ quoted phased Delivery dates if applicable]*	*[insert number of units to be supplied and name of the physical unit]*	*[insert EXW unit price]*	*[insert total EXW price per line item]*	*[insert the corresponding price per line item]*	*[insert sales and other taxes payable per line item if Contract is awarded]*	*[insert total price per item]*
							Quotation Price	

Quotation for Related Services: Price Schedule 3- Not Applicable

1		2	3	4	5	6	7
Item No.	**Item description**	**Description of Services (excludes inland transportation and other services required in the Purchaser'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)**
[insert number of the item]		*[insert name of Services]*	*[insert country of origin of the Services]*	*[insert Delivery Period at place of final destination per Service]*	*[insert number of items to be supplied and name of the physical unit]*	*[insert unit price per item]*	*[insert total price per item]*
						Quotation Price	

Total Quotation: Price Schedule 4

The total price for the supply and delivery of the Goods to the final destination is as follows:

PRICE SCHEDULE	AMOUNT
Price Schedule 1: Goods to be supplied from Foreign Country.	
Price Schedule 2: Goods to be supplied from Islamic Republic of Pakistan.	
Total Quotation	

Manufacturer's Authorization

[The Supplier shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date: *[insert date (as day, month and year) of Quotation submission]*
RFQ No.: *[insert number of RFQ process]*

To: *[insert complete name of Purchaser]*

WHEREAS

We *[insert complete name of Manufacturer],* who are official manufacturers of *[insert type of goods manufactured],* having factories at [insert full address of Manufacturer's factories], do hereby authorize *[insert complete name of the Supplier]* to submit a quotation the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods],* and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 20 of the Conditions of Contract, with respect to the Goods offered by the above firm.

We confirm that we do not engage or employ (i) forced labor or persons subject to trafficking in accordance with Clause 27 or (ii) child labor in accordance with Clause 28, of the Conditions of Contract. We also confirm that we comply with applicable health and safety obligations in accordance with Clause 29 of the Conditions of Contract.

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

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Dated on _____ day of _____, _____ *[insert date of signing]*

ANNEX 3: Contract Forms

Contract Agreement

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

BETWEEN

(1) *[insert complete name of Purchaser]*, a *[insert description of type of legal entity, for example, an agency of the Ministry of .... of the Government of { insert name of Country of Purchaser }, or corporation incorporated under the laws of { insert name of Country of Purchaser }]* and having its principal place of business at *[insert address of Purchaser]* (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

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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 *[insert title or other appropriate designation]*

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

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 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.

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	(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: **Chief Engineer (Dev.)PMU, PESCO, Sakhi Cheshma Shami Road, Peshawar, (Khyber Pakhtun Khwa) – Pakistan.** **email address:ce.pmupesco@gmail.com** 2.2 The Purchaser's Country is:**Islamic Republic of Pakistan** The Project Site(s)/Final Destination(s) is/are: **GSC Warehouse PESCO, Jamrud Road, Peshawar**
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>:** **Chief Engineer (Dev.)PMU, PESCO, Sakhi Cheshma Shami Road, Peshawar, (Khyber Pakhtun Khwa) –Pakistan.** **E-mail address: ce.pmupesco@gmail.com** **<u>Address for notices to the Supplier</u>:** *[insert the name of officer authorized to receive notices]* *[title/position]* *[department/work unit]* *[address]* ***[Electronic mail address]***
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**	In the case of a dispute between the Purchaser and a Supplier the dispute shall be referred to adjudication or arbitration in accordance with the Arbitration Act of 1940
7. **Shipping and other documents to be provided**	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. Details of Shipping and other Documents to be furnished by the Supplier are: • Non- Negotiable bill of lading or an airway bill • Manufacturer's or Supplier's warranty certificate • Insurance Certificate • Certificate of Origin of the Goods Supplied • Certificate by the Supplier that the supplied goods are brand new , unused, and of the latest models, and that they incorporate all recent improvements in design and materials. The above documents shall be received by the Purchaser: on shipment.
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**	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

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	Payment shall be made in PKR in the following manner: • **Advance Payment: Ten (10) percent** of the Contract Price shall be paid, within Forty Five (45) days of signing of the Contract and upon submission of a claim for the amount and an unconditional bank demand guarantee for equivalent amount valid until the Goods are delivered, issued by a reputable Pakistani bank having an A+ rating. • **On Shipment: Eighty (80) percent** of the Contract Price of the Goods shipped shall be paid, within Forty Five (45) days after submission of claim invoice and documents specified in CC 7. • **On Acceptance: Ten (10)** percent of the Contract Price of Goods received shall be paid within Forty Five (45)days upon issuance of the Goods Receipt Note(GRN) at the specified final destination by the Consignee and upon submission of claim supported by the acceptance certificate issued by the Purchaser after satisfactory Inspection /Testing as per Contract Provisions.
10. **Taxes and Duties**	10.1 For Goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country and Import Duties,Taxes & Custom Clearance etc. in the Purchaser,s Country. 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**	11.1 The Supplier shall, within **Twenty Eight (28) days** of the notification of contract award, provide a performance security for the performance of the Contract. The Performance Gauranty shall be in the form of "An unconditional guarantee issued by a reputable Pakistani bank having an A+ rating. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. The amount of the Performance Security shall be: 0**5% of Contract Price**, denominated in the currency (ies) of the Contract, or in a freely convertible currency acceptable to the

	Purchaser. The Performance Security shall be in the form of the attached Demand Guarantee. The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than **fourteen (14) days** following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
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**	14.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. 14.2 The packing, marking and documentation within and outside the packages shall be: **As per International Standareds and Procedures**.
15. **Insurance cover**	15.1 The insurance coverage shall be as specified in the **Incoterms. 2020.**
16. **Transportation**	16.1 The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's Country, defined as the Project Site. Transport to such place of destination in the Purchaser's Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

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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**. 17.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in any other location**, as specified in the Technical Specifications.** Subject to CC 17.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser. 17.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC 17.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses. 17.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give at least Twenty (20) days advance notice including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection. 17.5 In accordance with CC 31, the Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract. 17.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection. 17.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC 17.5. 17.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC 17.7, shall release the Supplier from any warranties or other obligations under the Contract

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18. **Delivery Date and Completion Date**	18.1 The Delivery Date of the Goods shall be: **150 days** after the date of signing of the Contract.
19. **Liquidated damages and bonuses**	19.1 The liquidated damage shall be **0.05% per day** of the Contract price of the delayed Goods or unperformed Services until actual delivery or performance. The maximum amount of liquidated damages shall be **10%** of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC 26.
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 **Twelve(12)** months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination**,** or for **18 months** after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier. 20.4 The period for repair or replacement after being notified of the defect by the Purchaser shall be : **60 da**ys for the foreign Supplier / Manufacture and 30 days for Local supplier. 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. For purposes of the warranty, the place(s) of final destination(s) shall be: **PESCO GSC Ware House 132KV Grid Station Industrial State, Jamrud Road, Hayat Abad, Peshawar, KPK - Pakistan.**
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.

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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.

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	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.

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	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.

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	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. The maximum percentage by which quantities may be increased **15%.** The maximum percentage by which quantities may be decreased is:**15%** **(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.

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	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.

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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.

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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 miss-procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[1] (ii) to be a nominated[2] 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[3] 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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[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.

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Performance Security

(Bank Guarantee)

[The bank, as requested by the Supplier, shall fill in this form in accordance with the instructions indicated]

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *[insert name and Address of Purchaser]*

Date: *[Insert date of issue]*

Performance Guarantee No.: *[Insert guarantee reference number]*

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

Contract No.: *[insert Purchaser's reference for the specific Contract]*

We have been informed that _ *[insert name of Supplier, which in the case of a joint venture shall be the name of the joint venture]* (hereinafter called "the Applicant") has entered into a Contract No. *[insert reference number of the contract]* dated *[insert date]* with the Beneficiary, for the supply of _ *[insert name of contract and brief description of Goods and Related Services]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

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] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, 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 is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the …. Day of ……, 2…[2], and any demand for payment under it must be received by us at this office indicated above on or before that date.

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[1] The Guarantor shall insert an amount representing the percentage of the contract Amount denominated either in the currency(ies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

[2] Insert the date twenty-eight days after the expected completion date as described in CC 11. The Purchaser should note that in the event of an extension of this date for completion of 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: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

Official Use Only

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.

Official Use Only

Advance Payment Security
Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

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

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 Supplier, 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 Goods 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 delivery of Goods.

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 Goods shipped (for Goods supplied from abroad) and/or the value of the Goods delivered at the named place of destination (for Goods supplied from within the Purchaser's country), as evidenced by copy(ies) of [ ].[4]

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[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 Goods in accordance with the applicable Incoterm to the Contract.*

Official Use Only

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 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 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]*.

You are also requested to furnish a Performance Security within 15 days in accordance with the Conditions of the Contract, using for that purpose one of the Performance Security Form*s* attached to the Contract.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract