PROCUREMENT OF GOODS

Request for Quotations
Providing & Installation of Telephone Exchange with Digital Sets
Coordination & Monitoring Unit (CMU)
Punjab Clean Air Program (PCAP)

December 15, 2025

Procurement of:
Providing & Installation of Telephone Exchange with Digital Sets

Ref No:	**PK-PCAP-CMU-521570-GO-RFQ**
Program:	**Punjab Clean Air Program (PCAP)**
Employer:	**CMU - PCAP**
Country:	**Pakistan**
Issued on:	**December 15, 2025**

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Request for Quotations

RFQ Date: December 15, 2025

Dear [*insert name of Supplier's representative*]:

Request for Quotation (RFQ)

This RFQ is for the procurement of Providing & Installation of Telephone Exchange with Digital Sets

1.

2. The Islamic Republic of Pakistan has received financing from the World Bank (Bank) toward the cost of the **Punjab Clean Air Program** and intends to apply part of the proceeds toward payments under the contract for Procurement of Providing & Installation of Telephone Exchange with Digital Sets. Details are as under:

Sr. No.	Description	Quantity
1	Digital Telephone Sets	25

3. The Program Management & Implementation Unit, Punjab affordable Housing Program now invites quotations from suppliers for the Goods Providing & Installation of Telephone Exchange with Digital Sets described in Annex 1: Purchaser's Requirements, attached to this RFQ.

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 Contract Conditions (Attachment A).

5. In further pursuance of this policy, Suppliers shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, 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

6. All the Goods Providing & Installation of Telephone Exchange with Digital Sets to be supplied under the Contract and financed by the Bank may have their origin in any country.

Eligible Suppliers

7. Joint venture (JV) are not allowed for this procurement.

8. 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.

9. Suppliers that are state-owned enterprises or institutions in the Purchaser's country 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.

10. 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;

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

(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) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: 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;

Performance Security

11. The successful Supplier shall submit a Performance Security @ 05% in accordance with the Contract Conditions in shape of Demand Draft/Pay Order/unconditional bank guarantee in favour of Program Director, CMU, PCAP.

Manufacturer's Authorization (Not applicable)

12. A Supplier that does not manufacture or produce the Goods 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 Goods to supply these Goods in the Purchaser's Country.

Validity of offers

13. The offers shall be valid until **30 Days** from the date of submission of Quotation.

Quoted Price

14. Prices shall be quoted in the following manner:

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

(i) the price of the Goods quoted, 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 Office of **CMU – PCAP, 11-A, Upper Mall, Mian Meer Road, Lahore.**

15. The Supplier must quote all prices in **Local Currency (PAK Rupee)**.

Clarifications

16. Any clarification request regarding this RFQ may be sent in writing to **Program Director CMU, Punjab Clean Air Program, 11-A, Upper Mall, Lahore on or** before **December 31, 2025**. 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

17. Quotations are to be submitted in the form attached at Annex 2. For identification of the quotations, the envelope should indicate the name of RFQ, LOT No., Identification and Description as mentioned at Para 2 of the RFQ.

18. The deadline for submission of Quotations is **11:00 am January 01, 2026.**

19. The address for submission of Quotations is:

    Attention: **Program Director, CMU, Punjab Clean Air Program, 11-A, Upper Mall, Lahore.**

Opening of Quotations

20. Quotations will be opened by the Purchaser's representatives 30 Minutes after the deadline for the submission of Quotations.

Evaluation of Quotations

21. Quotations will be evaluated to ensure compliance with the Technical Specifications, Delivery and Completion Schedules. Evaluation will be carried out LOT basis for complete (100%) required quantity & Delivery Duty Paid (DDP) Price basis i.e. inclusive of all taxes.

22. The lowest evaluated price will be determined after correcting any arithmetic errors and other specified adjustments, if any.

23. Quotation will be evaluated LOT basis, taking into account discounts offered, if any. The contract(s) will be awarded to supplier or suppliers offering lowest evaluated cost for a LOT, subject the supplier(s) meeting the required qualification criteria and specifications. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

24. For evaluation and comparison purposes, the currency of the Quotations shall be (Pak Rupees).

Contract Award

25. 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.

    (e) has Certificate of Incorporation of Supplier's firm showing its location and date of registration etc.

    (f) has active NTN and GST Registration Certificate.

    (g) provides affidavit on stamp paper that the firm has neither been black-listed by any Government / Semi Government Organization, nor declared ineligible to participate in World Bank financed contracts.

    (h) must have three (03) years of relevant experience in supply of similar nature of Goods.

(i) attaches Copies of three (03) verifiable PO/WO/Contracts showing successful supply of similar Goods during the last three (03) years.

26. The Purchaser shall invite by the quickest means [e.g. e-mail] the successful Supplier/s for any discussion that may be needed to conclude the contract or otherwise for contract signature.

27. Value of stamp papers for contract will be as per Stamp Act

28. 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.

29. The Purchaser shall publish a contract award notice on its website under the World Bank procurement Regulations.

30. On behalf of the Purchaser:

Signature:

Program Director
CMU-Punjab Clean Air Program
Planning & Development Board
11-A, Upper Mall Scheme,
Mian Meer Road, Lahore
Ph. No. 042-99332566-69
Fax. 042-35750283

Attachments:

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

ANNEX 1: Purchaser's Requirements

1.1 List of Goods and Delivery Period

List of Goods and Delivery Period

Line Item N°	Description of Goods	Quantity required	Physical unit	Place of Final Destination (Project Site)	Applicable Incoterms (e.g. CIP, EXW, FCA etc.)	Delivery Period from Date of Contract Signing
1	Digital Telephone Sets	25	**No.**	**Office of CMU -PCAP**	**DDP**	**30 Days**

* The quotation will be rejected if Supplier quoted less quantity than the required quantity

1.2 Technical Specifications

The Purchaser will verify against the part numbers, serial number of equipment provided from the manufacturer's website or request in writing to establish if the Goods provided are genuine and as per packing list:

S. No.	Description	Qty
1	6 lines, 6 SIP accounts 5-way voice conferencing 4.3 inch (480x272) color-screen LCD Dual Gigabit ports, integrated PoE HD audio on speakerphone and handset, 5 programmable context-sensitive soft keys 24 dual-colored BLF/speed dial keys	25

Note:

i. All above components should be compatible with each other as per manufacturer compatibility guidelines.
ii. Supplier must attach detailed specification with brand/Make/Model on their letter head (signed & stamped) with detailed brochures alongwith quotation.
iii. If any brand name mentioned in the specification the word "Equivalent" may be read.
iv. warranty period will be one year of all items.
v. Any missing / incomplete information will lead to disqualification of the supplier

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:	
Purchaser's Representative:	
Title/Position:	Program Director – CMU-PCAP
Address :	11-A, Upper Mall, Lahore.
RFQ Ref No.:	PK-PCAP-CMU-521570-GO-RFQ
Date of Quotation:	December----------, 2025

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

SUBMISSION OF QUOTATION

1. **Conformity and no reservations**

In response to the above named RFQ we offer to supply the Goods, 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 confirm that we have neither been blacklisted by any of the Government Agencies in Pakistan, nor been declared ineligible to participate in World Bank financed contracts.

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*].

Sr. No.	Description	Units	Per Unit Cost	Total Amount
1	Digital Telephone Sets	25		
			Grand Total (Inclusive of all applicable taxes	
Price Quote (in words): ----------				

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

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]*

Manufacturer's Authorization (Not Applicable)

[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 19 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 26 or (ii) child labor in accordance with Clause 27, of the Conditions of Contract. We also confirm that we comply with applicable health and safety obligations in accordance with Clause 28 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 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 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 Pakistan** 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 Contractor, as the context requires, and "Parties" means both of them. (j) "Purchaser" means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2. (k) "Purchaser's Country" is the country specified in the CC 2. (l) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract, as applicable. (m) "Subcontractor" means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

	(n) "Supplier" means the person, private or government entity, or a combination of the above, whose Quotation to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement. (o) "The Project Site," where applicable, means the place named CC 2.
2. **Purchaser, Purchaser's Country, Project Site/Final Destination**	2.1 The Purchaser is: **Coordination & Monitoring Unit, Punjab Clean Air Program** 2.2 The Purchaser's Country is: **Islamic Republic of Pakistan** 2.3 The Project Site(s)/Final Destination(s) is/are: **Office of CMU-Punjab Clean Air Program (PCAP)**
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. **Address for notices to the Purchaser:** **Program Director** **CMU-Punjab Clean Air Program** **Planning & Development Board** **11-A, Upper Mall Scheme,** **Mian Meer Road, Lahore** **Ph. No. 042-99332566-69** **Fax. 042-35750283** **Address for notices to the Supplier:** *[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 Pakistan**.
6. **Settlement of Disputes**	6.1 In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country (**Pakistan)**
7. **Shipping and other**	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.

<table>
<tr><td>documents to be provided</td><td></td></tr>
<tr><td>8. Contract Price</td><td>8.1 The Contract Price is PKR ----------
<table>
<tr><th>Sr. No.</th><th>Description</th><th>Units</th><th>Per Unit Cost</th><th>Amount</th></tr>
<tr><td>1</td><td>Digital Telephone Sets</td><td>25</td><td></td><td></td></tr>
<tr><td colspan="4">Grand Total (Inclusive of all applicable taxes)</td><td></td></tr>
<tr><td colspan="5">Contract Price (in words): ----------</td></tr>
</table>
8.2 Subject to CC 29 and 30, 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.</td></tr>
<tr><td>9. Terms of payment</td><td>9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:
(i) On Delivery: Eighty (80) percent of the Contract Price will be paid on receipt of the Goods, within 15 days after submission of documents specified in CC 7.
(ii) On Acceptance: Twenty (20) percent of the Contract Price of Goods received shall be paid within fifteen (15) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser.</td></tr>
<tr><td>10. Taxes and Duties</td><td>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.
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.</td></tr>
<tr><td>11. Performance Security</td><td>11.1 The Supplier shall, within Seven (07) days of the notification of contract award, provide a performance security for the performance of the Contract</td></tr>
</table>

		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: Five (05) % of Contract Price, denominated in the currency of the Contract. The Performance Security shall be in the form of irrecoverable and unconditional bank guarantee from a scheduled bank of Pakistan on the prescribed format attached with the document, in the name of **Program Director – Punjab Clean Air Program (PCAP)** 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: **Program Director, Punjab Clean Air Program**
15. **Insurance cover**	15.1	The insurance coverage till the delivery of Goods shall be the responsibility of the Supplier.
16. **Inspections and Tests**	16.1	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**.
	16.2	Testing, commissioning and installation will be the responsibility of Supplier.
17. **Delivery Date and Completion Date**	17.1	The Delivery Date of the Goods shall be: Thirty (30) Days after signing of contract.

18. **Liquidated damages and bonuses**	18.1 The liquidated damage shall be One (01%) of the price of the delayed Goods for each week or part thereof of delay 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 25.
19. **Warranty**	19.1 The Supplier warrants that all the Goods are new, unused, and of the requested specifications. 19.2 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. 19.3 The warranty shall remain valid for period as mentioned in the Technical Specifications for complete LOT, after the Goods, have been delivered to and accepted at the final destination. 19.4 The period for repair or replacement after being notified of the defect by the Purchaser shall be Ten (10) days. 19.5 If having been notified, the Supplier fails to remedy the defect within the period specified in CC 19.4, 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. 19.6 For purposes of the warranty, the place(s) of final destination(s) shall be: **Office of CMU, Punjab Clean Air Program**
20. **Copyright**	20.1 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.
21. **Fraud and Corruption**	21.1 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. 21.2 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.
22. **Inspections and Audit by the Bank**	22.1 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 21.1 (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).
23. **Limitation of Liability**	23.1 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.
24. **Force Majeure**	24.1 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. 24.2 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. 24.3 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. 24.4 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.
25. **Termination**	25.1 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. 25.2 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.
26. **Forced Labor**	26.1 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in CC 26.2 and CC 26.3. 26.2 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. 26.3 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.
27. **Child Labor**	27.1 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). 27.2 The Supplier, including its Subcontractors, shall not employ or engage a child between the minimum age and the age of 18 in a manner that is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Work considered hazardous for children is work that, by its nature or the circumstances in which it is carried out, is likely to jeopardize the health, safety, or morals of children. Such work activities prohibited for children include work: (a) with exposure to physical, psychological or sexual abuse; (b) underground, underwater, working at heights or in confined spaces; (c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads; (d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or (e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.
28. **Health and safety obligations**	28.1 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.
29. **Change Orders and Contract Amendments**	29.1 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. Fifteen (15%) (d) the place of delivery; (e) any test and/or inspection not required by the Contract but deemed necessary, and (f) the Related Services to be provided by the Supplier.

	29.2 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. 29.3 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. 29.4 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.
30. **Change in Laws and Regulations**	30.1 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.

Attachment A to the Conditions of Contract

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

a. Defines, for the purposes of this provision, the terms set forth below as follows:

i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;

ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;

iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;

v. "obstructive practice" is:

(a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

(b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt,

fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-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.

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.

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.

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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."

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 enclosed 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