



Government of Pakistan
Ministry of Information Technology and Telecommunication

DIGITAL NATION PAKISTAN

DIGITAL ECONOMY ENHANCEMENT PROJECT (DEEP)

Ref No: PK-MOITT-519733-GO-RFQ

SECTION-I

REQUEST FOR QUOTATION (RFQ)

Subject: REQUEST FOR QUOTATION FOR “PROCUREMENT & SUPPLY OF I.T EQUIPMENTS” UNDER THE PROJECT TITLED “DIGITAL ECONOMY ENHANCEMENT PROJECT” MINISTRY OF IT & TELECOM ISLAMABAD.

1. The Implementing Agency indicated above invites your quotation for the Procurement and Supply of I.T Equipment described below. For the purposes of any resulting contract, the Implementing Agency or their named representative shall be the Purchaser.
2. You are invited to submit your priced quotation(s) for the Procurement & Supply of IT Equipment for **Digital Economy Enhancement Project** as per specifications mentioned in Section-III for each item separately.
3. The bidder shall quote for all the lots, single lot or multiple lots mentioned in the schedule of requirements. Contract will be awarded to the lowest evaluated responsive quotation against each lot separately.
4. Your quotation(s) must be marked as **“Quotation for Procurement and Supply of I.T Equipment”** and addressed to the **Program Director “Digital Economy Enhancement Project”**, as per following address: **Ministry of Information Technology & Telecom, 7th Floor, Kohsar Block Pak Secretariat Islamabad (Ph: 051-9215347), Email: deep.consultant@moitt.gov.pk**
5. Your quotation should be accompanied by adequate technical documentation complete in all aspects, valid Income Tax and Sales Tax registration documents, previous such kind of work orders, company profile and catalogue(s) and other printed material or pertinent information for each item quoted, including names and addresses of firms/suppliers providing after sales service facilities in Pakistan.

6. The deadline for receipt of your quotation(s) by the Purchaser at the address indicated in Paragraph-4 is on or before **1400 Hours (PST), 6th November 2025 and shall be opened same day/date at 1430 Hours (PST)**. You quotation(s) should be submitted as per the instructions contained in the RFQ. The received quotations will be opened on the closing date and time as mentioned above. Late Quotations will not be accepted and to be rejected.
7. **Prices:** The prices should be quoted in Pak Rupees and should be inclusive of all supply charges and admissible taxes prevailing in Islamabad Capital Territory and other levies payable by the supplier under the contract till the final/ named place of destination.
8. **Evaluation and Award of Purchase Order:** Offers determined to be substantially responsive to the technical specifications will be evaluated by comparison of their prices, in addition to the eligibility and qualification requirements outlined in the Section-II of Quotation Documents. Lowest price (including all taxes) as per technical specifications mentioned in schedule of prices will be considered only during comparative assessment of firms quoted prices and contract will be awarded to the respective firm/supplier offering lowest price among the technically responsive quotations for all the items.
9. **Validity of the Offer:** Your quotation(s) shall be valid for a period of **60 days** from the date for receipt of quotation(s) indicated in Paragraph 6 above.

SECTION-II

Instructions for Preparing Quotations

1. **Scope of Procurement:** Invites price quotations for procurement and Supply of I.T Equipment as described in the Technical Specifications and Price Schedule as mentioned in section-III. The successful supplier will be expected to complete the delivery of I.T Equipment within due time.
2. **Eligibility to Quote:**
 - A. Submit only one Quotation, either individually, or as a partner in a joint venture for all the lots/single lot or multiple lots mentioned in schedule of requirements. All Quotations submitted in violation of this rule shall be rejected. Partners in a joint venture shall be jointly and severally liable for the execution of the Contract. However, such associations may only take place before the bidding.
 - B. The Quotation/Bids must be submitted according to the RFQ. Details are provided in the Request for Quotations (RFQ) that are available in the office of the undersigned during office hours or can be downloaded from the website: <https://moitt.gov.pk/Tenders>
 - C. Conditional quotations will not be acceptable.
 - D. The validity of rates should not be less than **60 days** from the date of quotation opening.
3. **Qualification of the Supplier:** To qualify for award of the Contract/Purchase Order, a Supplier shall meet/agree the following minimum qualifying criteria:
 1. Should be authorized distributor/dealer/partner of the Original Equipment Manufacturer (OEM) of the quoted item (s)/brands. Should submit verifiable authorized distributor/dealership certificate.
 2. Must have valid NTN, GST Tax status.

3. The Supplier/Firms should have **Five Years** of experience in Supply of I.T Equipment and provide verifiable evidence like registration in GST as IT Equipment supplier.
4. Warranty: Manufacturer warranty for **ONE Year** & free of cost repair during the warranty period mentioned in the official letter head of the firm.
5. The bidder shall provide on a duly attested Judicial/Stamp paper an Affidavit stating that the dealer/supplier has never been blacklisted by any Provincial Government / Federal Government/semi-government, Organizations, Agencies or Autonomous Body or Private Sector anywhere in Pakistan and that no litigation is under way against them.

4. Other Terms and Conditions:

- a. Quotation price should be in Pak Rupees.
- b. Quantity can be increased/decreased at the time of supply order by 15%;
- c. Quotation price should be in Pak Rupees inclusive of all applicable taxes/duties.
- d. The Prices indicated in the Price Schedule shall be delivered duty paid (DDP) at PIU DEEP Islamabad. The price of other (incidental) services, if any, may be mentioned separately.
- e. This office reserves the right to accept or reject all of the submitted quotations as per “*World Bank Procurement Regulations for IPF Borrowers, Goods, Works, Non-Consulting and Consulting Services Fifth Edition September 2023.*”
- f. Payment will be made as per Contract agreement/Purchase Order within maximum of **30 days** from the date of receipt of invoice along with the Satisfactory Inspection Report from the Inspection Committee.
- g. To receive payments, the supplier should be duly registered with tax authorities and possess valid registration status at the time of payment.
- h. **Warranty:** Manufacturer warranty for **ONE Year & free of cost** repair during the warranty period; warranty shall commence on handing over and acceptance of the I.T Equipments by the procuring agency. The warranty shall include free maintenance and repair of the respective item. The rates should be inclusive of delivery of goods/services as per delivery schedule.
- i. **Installation & Inspection of Equipments:** The goods shall be inspected by the inspection committee of the DEEP for quality/quantity etc at the final destination i.e. Project Implementation Unit, DEEP, in the presence of supplier. The Supplier shall install, and commission/check/test run all the I.T Equipment’s as per Lot. Inspection of goods shall be conducted without prejudice to the buyer's right to lodge quantity and quality claims. Certificate from procuring entity stating Goods as per standard / professional requirement (format given below)

DETAIL OF STANDARDS (applicable)

Lot #	Meets best quality standards (5)	Meets acceptable quality standards (4)	Meets un acceptable quality standards (3)	Does not meet acceptable quality standards (2)
1.				
2.				
3.				
4.				

- j. **Contents of quotation Documents:** The set of quotation documents is Comprised of the documents listed below:

Section I	Invitation to Quote
Section II	Instruction for Preparing Quotations
Section III	Specifications
Section IV	Form of Quotation
Section V	General and Special Condition of the Contract

- k. **Documents Comprising the quotation:** The Quotations submitted by the Supplier shall comprise the following documents:

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

1. **Price Quotation:** The Contract shall be awarded for the individual lot basis and shall be based on the total price for fixed unit rate contract. Prices shall be quoted entirely in Pak Rupees. The Supplier shall fill in the rates and prices for all lots/single/multiple lots described in the specifications. All duties, prevailing taxes in the ICT and other levies payable by the supplier under the contract till the final/ named place of destination, shall be included in the rates, prices, and total price quotation submitted by the supplier. The rates and prices quoted by the supplier shall be fixed for the duration of the contract and shall not be subject to any adjustment on any account.

SECTION III - SPECIFICATIONS

1.1 Technical Proposal

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

1.2 Payment Criteria

Payment will be made as per clause H of the General and Special Condition of Contract agreement/Purchase Order.

1.3 Delivery time

The requisite items must be provided as per the agreed timelines.

1.4 Warranty

Manufacturer Warranty for **One year and free of cost** repair during the warranty period.

SCHEDULE OF REQUIREMENTS

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

Detail Description and Specifications of I.T Equipments and Price Schedule & Specification

LOT No 1

			Col-1	Col-2	Col-3	Col-4	Col-5	Col-6
Sr#	Item Description	Specifications	Qty (No .)	Unit Rate (Rs.)	GST + Income Tax + any other applicable tax (Rs.) per unit item	Total Unit Rate (Rs.) including all Taxes etc... = Col (3) + Col (2)	Grand Total (Rs) = Col (4) x Col (1)	Delivery Time
1	Lot 1 Laptop	<p>Processor: Intel core i7, 13th Gen or Higher Professional Series Ram: 16 GB ddr4 3200-SDRAM or Higher Hard disk: 512 SSD M2 or Higher Screen: 14" or above Operating System (OS): Licensed 64-bit Windows 11 Pro (latest Service pack). The OS specified must be made available with media Ports & Accessories: HDMI 2.0, Camera with privacy shutter, Ethernet Port, RJ-45, WIFI ax, Integrated: Intel UHD Graphics. Keyboard backlight, Thunderbolt with power and display port (USB Type-C), USB 3.2 Gen 1 or higher Power: AC power adapter 45W or higher, battery: Long-life 3 cell, international brand Product, Warranty: 1-year standard warranty Laptop Bag: Imported Quality Bag</p>	26					
Grand Total								

Detail Description and Specifications of I.T Equipments and Price Schedule & Specification

LOT No 2

			Col-1	Col-2	Col-3	Col-4	Col-5	Col-6
Sr#	Item Description	Specifications	Qty (No.)	Unit Rate (Rs.)	GST + Income Tax + any other applicable tax (Rs.) per unit item	Total Unit Rate (Rs.) including all Taxes etc... = Col (3) + Col (2)	Grand Total (Rs) = Col (4) x Col (1)	Delivery Time
1	Lot 2 Printers (B&W)	<p>Printer: HP LaserJet or equivalent Print Technology: Laser Print Speed: 50 ppm or higher Duplex Printing: Auto duplex printing Print Resolution: Fine Lines (1200 x 1200 dpi) Media Size Supported: Letter, Letter Rotate, Legal, Executive, Tray 1, Tray 2: A4; A5; A6; B5 (JIS); B6 (JIS); 16K (195 x 270 mm, 184 x 260 mm, 197 x 273 mm); 10 x 15 cm; Oficio (216 x 340 mm); postcards (JIS single, JIS double); envelopes (DL, C5, B5); Optional Tray 3: A4; A5; A6; B5 (JIS); B6 (JIS); 16K (195 x 270 mm, 184 x 260 mm, 197 x 273 mm); 10 x 15 cm; Oficio (216 x 340 mm); postcards (JIS single, JIS double); Automatic duplexer: A4; B5; 16K (195 x 270 mm, 184 x 260 mm, 197 x 273 mm); Oficio (216 x 340 mm) Connectivity: Wireless, Ethernet, USB, mobile printing capability Operating Systems: Windows 11; Windows 10; Windows 7; macOS Printer Body Color: White or Black Warranty: 1-year standard warranty</p>	05					
Grand Total								

Detail Description and Specifications of I.T Equipments and Price Schedule & Specification

LOT No 3

			Col-1	Col-2	Col-3	Col-4	Col-5	Col-6
Sr#	Item Description	Specifications	Qty (No.)	Unit Rate (Rs.)	GST + Income Tax + any other applicable tax (Rs.) per unit item	Total Unit Rate (Rs.) including all Taxes etc... = Col (3) + Col (2)	Grand Total (Rs) = Col (4) x Col (1)	Delivery Time
1	Lot 3 Printer (Color)	<p>Print Technology: Laser Print Speed: 40 ppm or higher Duplex Printing: Auto duplex printing Print Resolution: Fine Lines (1200 x 1200 dpi) Media Size Supported: Letter, Letter Rotate, Legal, Executive, Tray 1, Tray 2: A4; A5; A6; B5 (JIS); B6 (JIS); 16K (195 x 270 mm, 184 x 260 mm, 197 x 273 mm); 10 x 15 cm; Oficio (216 x 340 mm); postcards (JIS single, JIS double); envelopes (DL, C5, B5); Optional Tray 3: A4; A5; A6; B5 (JIS); B6 (JIS); 16K (195 x 270 mm, 184 x 260 mm, 197 x 273 mm); 10 x 15 cm; Oficio (216 x 340 mm); postcards (JIS single, JIS double); Automatic duplexer: A4; B5; 16K (195 x 270 mm, 184 x 260 mm; 197 x 273 mm); Oficio (216 x 340 mm) Connectivity: Wireless, Ethernet, USB, mobile printing capability Operating Systems: Windows 11; Windows 10; Windows 7; macOS Printer Body Color: White or Black Warranty: 1 year standard</p>	01					
Grand Total								

Detail Description and Specifications of I.T Equipments and Price Schedule & Specification

LOT No 4

			Col-1	Col-2	Col-3	Col-4	Col-5	Col-6
Sr#	Item Description	Specifications	Qty (No.)	Unit Rate (Rs.)	GST + Income Tax + any other applicable tax (Rs.) per unit item	Total Unit Rate (Rs.) including all Taxes etc... = Col(3) + Col (2)	Grand Total (Rs) =Col(4) x Col(1)	Delivery Time
4	Lot 4 Heavy Duty Scanner	<p>Document Feeding: ADF (Automatic Document Feeder) and Flatbed</p> <p>Scanning Resolution: Optical 1200 dpi</p> <p>Scan Speed: a) Simplex: 50 ppm or higher: b) Duplex: 100 ppm or higher</p> <p>Scanning Element: CIS</p> <p>Document Size: Letter, Legal, A4</p> <p>Scan Type: Simplex & Duplex</p> <p>Scan Mode: B/W and Color Diffusion, Advanced Text</p> <p>Enhancement Interface: USB 3.2 or higher</p> <p>Daily Scan: 6000 pages or higher</p>	03					
Grand Total								

Detail Description and Specifications of I.T Equipments and Price Schedule & Specification

LOT No 5

			Col-1	Col-2	Col-3	Col-4	Col-5	Col-6
Sr#	Item Description	Specifications	Qty (No.)	Unit Rate (Rs.)	GST + Income Tax + any other applicable tax (Rs.) per unit item	Total Unit Rate (Rs.) including all Taxes etc... = Col(3) + Col (2)	Grand Total (Rs) =Col(4) x Col(1)	Delivery Time
5	Lot 5 LED Screen Size 60"	<p>Size: 60"</p> <p>Ram / Rom: 1.5 GB DDR3; 2133 Memory 16 GB OS: Android R</p> <p>UI Style : Google Android TV UI</p> <p>Display Type: DLED</p> <p>Display Resolution:1920 x 1080 or above</p> <p>Internet Link: Wi-Fi & Ethernet Network</p> <p>HDMI: 02 Caple Port: Yes</p> <p>HDMI Support: Yes</p> <p>USB: Yes</p> <p>Warranty: 01 Year</p>	04					
Grand Total								

Detail Description and Specifications of I.T Equipments and Price Schedule & Specification

LOT No 6

			Col-1	Col-2	Col-3	Col-4	Col-5	Col-6
Sr#	Item Description	Specifications	Qty (No.)	Unit Rate (Rs.)	GST + Income Tax + any other applicable tax (Rs.) per unit item	Total Unit Rate (Rs.) including all Taxes etc... = Col(3) + Col (2)	Grand Total (Rs) =Col(4) x Col(1)	Delivery Time
6	Lot 6 Video Conferencing Equipment	<p>Camera: 4K dual-lens technology delivers a wide 113° field of view (FOV) with 18X zoom 4K 3X varifocal lens: FOV (D/H/V) 92°/81°/50° 4K fixed lens: FOV (D/H/V) 113°/105°/71° 4K sensor: ultra-crystal-clear image in any lighting Frame rate: (16:9) 1280 x 720 at 60, 30, 15fps; 4K, 3264 x 1836, 2560 x 1440, 1920 x 1080, 1600 x 900, 960 x 540, 848 x 480, 800 x 448, 640 x 360 at 30, 15fps; (4:3) 1280 x 960, 800 x 600, 640 x 480 at 30, 15fps Minimum focus distance: 100 cm</p> <p>Motorized Pan and Tilt Movement: Pan: Total horizontal viewing area 165° Tilt: Total vertical viewing area 101° 10 camera presets</p> <p>Audio 14-element beamforming microphone array 10 meters pickup range</p> <p>HDMI One cable solution: Built-in USB 3.1 (Gen 1) to HDMI adapter 4K HDMI output to TV</p> <p>Video Format YUV, YUY2, M-JPEG Network video compression formats: H.264 Network protocols: RTSP, RTMP</p> <p>Connectivity 12V/5A power adapter Mini DIN 6 for RS-232 connection USB 3.1 type B port, backward compatible with USB 2.0 HDMI out connection (USB to</p>	01					

			Col-1	Col-2	Col-3	Col-4	Col-5	Col-6
Sr#	Item Description	Specifications	Qty (No.)	Unit Rate (Rs.)	GST + Income Tax + any other applicable tax (Rs.) per unit item	Total Unit Rate (Rs.) including all Taxes etc... = Col(3) + Col (2)	Grand Total (Rs) =Col(4) x Col(1)	Delivery Time
		HDMI adapter) Phone-in (1Vrms input)/speaker-out for HA system RJ45 ports x2: one for Ethernet, one for audio expansion speakerphone / microphone USB 2.0 type A x3: Wireless connection, USB to support IFP USB touch back, and expansion port USB 3.1 Gen 1, backward compatible with USB 2.0 UVC 1.1 (USB Video), UAC 1.0 (USB Audio) Mount and Security Wall-mount bracket (included) TV VESA mount kit (optional) Kensington security lock Warranty Camera: 3 years ,Accessories: 1 year						
Grand Total								

SECTION IV - FORM OF QUOTATION

_____ (Date)

To:

Program Director
Digital Economy Enhancement Project (DEEP)
Ministry of Information Technology & Telecom
7th Floor, Kohsar Block, Pak Secretariate
Islamabad
(Ph: 051-9215347)
Email: deep.consultant@moitt.gov.pk

We offer to execute the goods/services of items for the contract of **Purchase & Supply of I.T Equipments** in accordance with the Conditions of Contract accompanying this Quotation for the Contract Price of _____ (amount in words and numbers) (_____). We propose to complete the goods described in the Contract within the following delivery time from the date of signing of the contract.

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

<u>LOT No</u>	<u>Item Name with detailed Specification</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>	<u>Delivery Time</u>
<u>1</u>					
<u>2</u>					
<u>3</u>					
<u>4</u>					
<u>5</u>					
<u>6</u>					

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

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

Authorized Signature: _____
Name and Title of Signatory: _____
Name of Supplier: _____
Address: _____
Phone Number: _____

SECTION V

**GENERAL AND SPECIAL CONDITIONS OF
CONTRACT**

A. LANGUAGE

All communications and documentations related to procurements shall be in English.

B. PLACE AND TIME OF DELIVERY

The Supplier/Vendor/bidder shall deliver free at ***“Project Management Unit, Program Director, Digital Economy Enhancement Project (DEEP) Ministry of IT & Telecom, 7th Floor Kohsar Block, Pak Secretariat, Islamabad.”*** the list and Quantities of the goods detailed herein and the goods shall be delivered out not later than the dates specified.

(i) Delivery Schedule

Ser. #	Item /	Date of	Place of	Verification	Acceptance
	Deliverable	delivery	delivery		

D. INSPECTION of Goods on Delivery (whole applicable)

The goods shall be inspected by the inspecting team of the DEEP for quality/quantity etc at the final destination and supplier is liable to test run/commission/install all the Equipments at Project Implementation Unit.

Inspection of goods shall be conducted without prejudice to the buyer's right to lodge quantity and quality claims. In case the goods are not found in conformity with the contracted quality/specifications, procuring entity shall have the right to lodge claims within 30 days from the date of inspection of the goods.

In case of dispute by the supplier, joint re-inspection of the supplied material shall be carried out, at the cost of the supplier, in presence his or his authorized representative either at a laboratory designated by the procuring entity or by a neutral independent entity as jointly agreed.

E. PACKAGING

Equipments should be packed suitably in appropriate wooden/metallic boxes/containers/pallets in such a manner that the goods are not lost or damaged in handling/transportation and the packing should be suitable enough to reach at the stores of procuring entity safely.

Each pack or container should clearly indicate the following information:

- Purchase Order Number and date.
- Name of Product/Deliverable.
- Quantity
- Gross and net weights
- Name of Manufacturers/service providers

Manufacturer's instructions regarding the maximum storage life of the product and the storage conditions must be followed.

Material/works/service should be delivered at the stores of procuring entity in original packing of the manufacturer.

Where applicable, manuals containing instructions of the manufacturer about the application (in use) of the item should be provided in English. If required by Procuring entity, technical experts should be sent by the manufacturer for application of the item at site.

G. WARRANTY PERIOD

Manufacturer warranty for **ONE year & free of cost** repair during the warranty period.

H. PAYMENT CLAUSE

Payment shall be made on production of the following documents: -

1. The Supplier/Vendor submits manually signed invoice in duplicate certifying that merchandise supplied is in accordance with the contract. The invoice must show the Purchase Order No.____, Acceptance Note No.____, with date, price/rate of each item.
2. Material/Deliverables Receiving Report (in original) signed by the DEEP in acknowledgement of having received all supplies/deliverables in accordance with the Purchase Order/Contract Agreement.
3. Authenticated sales tax invoice in original as prescribed in the Applicable Sales Tax Regulations.
4. Valid Income Tax Exemption Certificate (otherwise Income Tax at current applicable rates shall be deducted from the invoice as per prevailing and applicable regulations).
5. Warranty Certificate from the manufacturer
6. Valid National Tax Number.

7. Valid Sales Tax Registration Number.
8. Copy of Goods Declaration (GD) and Tax Exemption Certificate if claiming.
9. Recovery of all applicable taxes at source should be made as per rules

I. OBLIGATIONS AND OPTIONS IN CASE OF NON-FULFILMENT OF CONTRACTUAL OBLIGATIONS BY THE SUPPLIER

Except with the prior written approval of the Procuring entity, the supplier shall not assign or transfer the Agreement for Goods or any part thereof nor engage any other independent supplier or sub-contractor to perform any part of the services without prior consent of the service providers. The supplier agrees that no proprietary and confidential information received by the supplier from the Client shall be disclosed to a third party unless the supplier receives a written permission from the Client to do so.

Procuring entity may take following actions if after the placement of the Purchase Order the supplier fails to deliver the goods within the prescribed period, according to the specifications, quantities and other terms and conditions given in the Purchase Order/Contract agreement: -

Cancel the Purchase Order/contract agreement at supplier's risk and cost. In such case, procuring entity reserves the right to take any action against supplier which it may deem fit under the circumstances including the blacklisting of the supplier; or

Recover any consequential losses/damages incurred by procuring entity by withholding any or all amounts otherwise due to the supplier against this or any other Purchase Order/ Contract.

J. INDEMNITY

The supplier shall at all times indemnify the procuring entity against the claims which may be made in respect of the goods for infringement of any right protected by patent, registration of design or trade mark and shall take all risks of accident of damages which may cause a failure of the supply from whatever cause arising and the entire responsibility for the sufficiency of all the means used by him for the fulfillment of the contract; provided always that in event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the procuring entity, it shall notify the supplier of the same and the supplier shall be at liberty at his own expense to conduct negotiations for settlements of any litigation that may arise there from.

K. SUB-LETTING CONTRACT

The supplier shall not sub-let or assign this Contract or any part thereof without the written permission of the procuring entity. In the event of the Service provider sub-letting or assigning this Contract or any part thereof without such permission, the procuring entity shall be entitled cancel the Contract and to purchase the goods

elsewhere on the supplier account and risk and the supplier shall be liable for any loss or damage which the procuring entity may sustain in consequence of arising out of such purchase.

L. TERMINATION End of Services

The Agreement shall terminate when, pursuant to the provisions hereof, the Services have been completed and full and final payment has been made.

Termination by the Procuring Entity

The PE may, by a written notice of thirty (30) days to the supplier, terminate this Agreement. All accounts between the Client and the Service provider shall be settled not later than sixty (60) days of the date of such termination.

Termination by the Supplier

The supplier may suspend the Agreement by a written notice of thirty (30) days only if the supplier does not receive payments due under this Agreement within thirty (30) days of submission of its invoice. If the payment is still not made to the supplier after thirty (30) days of notice of suspension, the Supplier/Vendor may terminate this Agreement in whole or in part by giving fifteen (15) days advance notice of intent to terminate. If the Agreement is terminated by the supplier under such circumstances, the Procuring entity shall pay, within a period of thirty (30) days of the date of such notice of intent to terminate referred above, all payments due to the supplier.

M. FORCE MAJEURE

The term "Force Majeure" as employed herein shall mean acts of God, strikes, lock-out or other industrial disturbances, acts of public enemy, wars, blockades, insurrection, riots, epidemics, landslides, earthquakes, storms, lightning, floods, washouts, civil disturbances, explosions and any other similar events, not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

If either Party is temporarily unable by reason of Force Majeure to meet any of its obligations under the Agreement, and if such Party gives to the other Party written notice, of the event within fifteen (15) days after its occurrence, such obligations of the Party, as it is unable to perform by reason of the event, shall be suspended for as long as the inability continues. Neither Party shall be liable to the other Party for loss or damage sustained by such other Party arising from any event referred to as Force Majeure or delays arising from such event. Force Majeure shall not include insufficiency of funds or failure to make any payment required under the Agreement.

N. APPLICABLE LAWS

This Agreement shall, in all respects, be read and construed and shall operate in conformity with” *THE WORLD BANK Procurement Regulations for IPF Borrowers, PROCUREMENT IN INVESTMENT PROJECT FINANCING Goods, Works, Non-Consulting and Consulting Services 5th Edition September 2023*”.

PURCHASE ORDER / CONTRACT AGREEMENT

Contract Form

THIS AGREEMENT made the _____ day of _____ 19____ between *[name of Procuring Agency]* of *[country of Procuring agency]* (hereinafter called “the Procuring agency”) of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) of the other part:

WHEREAS the Procuring agency invited bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchase Order/quotation acceptance
3. In consideration of the payments to be made by the Procuring agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Procuring agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services 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 their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

Signed, sealed, delivered by _____ the _____ (for the Supplier)

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 nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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