

PROCUREMENT DOCUMENTS

REQUEST FOR QUOTATIONS

(RFQ)



PROCUREMENT OF 2ND TIER ENTERPRISE RESOURCE PLANNING (ERP-SAP Business) for IAA (PPIB)

Country:	Pakistan
Project Name:	Electricity Distribution Efficiency Improvement Project (EDEIP)
Implementing Agency:	PIU-EDEIP, Ministry of Energy (Power Division)
Purchaser:	Private Power & Infrastructure Board (PPIB), Project Implementation Unit (PIU), Electricity Distribution Efficiency Improvement Project (EDEIP), Ministry of Energy (Power Division)
Loan No:	9318-PK
Project ID No:	P170230
Activity No:	PK-MOE-352194-GO-DIR
Issued on:	March __, 2025

Managing Director

PRIVATE POWER & INFRASTRUCTURE BOARD (PPIB)

GOVERNMENT OF PAKISTAN, MINISTRY OF ENERGY (POWER DIVISION)
GROUND & 2ND FLOOR EMIGRATION TOWER SECTOR G/8-1, ISLAMABAD,
PAKISTAN - PHONE: (92-51)9264034-45, EMAIL: PPIB@PPIB.GOV.PK

PRIVATE POWER & INFRASTRUCTURE BOARD (PPIB)
MINISTRY OF ENERGY (POWER DIVISION)
REQUEST FOR QUOTATIONS (RFQ)
PROCUREMENT OF 2ND TIER ENTERPRISE RESOURCE PLANNING
(ERP-SAP BUSINESS) FOR IAA (PPIB)

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Implementing Agency:	PIU-EDEIP, Ministry of Energy (Power Division), Government of Pakistan
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The Islamic Republic of Pakistan (hereinafter called “Borrower”) has received financing from the International Bank for Reconstruction and Development (IBRD) (the “Bank”) in the form of a loan (hereinafter called “loan”) toward the cost of **Electricity Distribution Efficiency Improvement Project (EDEIP)**. **The Ministry of Energy (Power Division), an implementing agency of the Client**, intends to apply a portion of the proceeds of this loan to eligible payments under the contract under the contract for Procurement of 2nd Tier ERP (perpetual licenses & media) installation, development, customization for migration of Existing Software, implementation, commissioning, training, support and Related Services at PPIB, for which this Request for Quotations is issued.

The Ministry of Energy (Power Division), Government of Pakistan through Project Director, Project Implementation Unit, Electricity Distribution Efficiency Improvement Project, Ministry of Energy (Power Division), (the Purchaser) hereby requests you to submit price quotation(s) for the supply of **2ND TIER ENTERPRISE RESOURCE PLANNING (ERP-SAP BUSINESS) FOR IAA (PPIB)**.

The Vendor / Supplier / Bidders hereby invites sealed **Quotations**, from eligible manufacturers/producer or their authorized dealers, registered with Income and Sales Tax Departments, as per the specifications and terms & conditions, provided in the Request for Quotation Document which can be downloaded from website <https://www.power.gov.pk>. This Notice is also available on the websites <https://www.ppib.gov.pk>

Procurement will be conducted through the World Bank’s Procurement Method i.e. Request for Quotations, as specified in the World Bank “Procurement Regulations” means the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020”.

A pre-bid meeting is schedule on 14th March 2025 at PPIB Office, Islamabad (at the address below) at 11:00 AM.

The quotations must be delivered at the address below on or before **28th March 2025** by **11:00 AM** which will be opened on the same day at **11:30 AM**. Electronic submission is not permitted.

Managing Director
Private Power & Infrastructure Board (PPIB)
Government Of Pakistan, Ministry Of Energy (Power Division)
Ground & 2nd Floor Emigration Tower Sector G/8-1, Islamabad, Pakistan
Phone: (92-51)9264034-45, Email: ppib@ppib.gov.pk

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Request for Quotations (RFQ) (ERP-For Procurement of 2nd Tier Enterprise Resource Planning SAP Business)

RFQ Ref No.: PK-MOE-352194-GO-DIR

RFQ Date: ____

To: XYZ

Dear Sir/Madam:

Subject: Request for Quotation (RFQ) for Procurement of 2nd Tier Enterprise Resource Planning (ERP-SAP Business) Software for IAA, PPIB

1. This RFQ is for the Procurement of Software and Related Services for Supply of 2nd Tier ERP (perpetual licenses & media) installation, development, customization for migration of Existing Software, implementation, commissioning, training, support, duly approved in the Procurement Plan.
2. The Islamic Republic of Pakistan (hereinafter called “Borrower”) has received financing from the International Bank for Reconstruction and Development (IBRD) (the “Bank”) in the form of a loan (hereinafter called “loan”) toward the cost of **Electricity Distribution Efficiency Improvement Project (EDEIP). The Ministry of Energy (Power Division), an implementing agency of the Client,** intends to apply a portion of the proceeds of this loan to eligible payments under the contract for **Procurement of Enterprise Resource Planning (ERP-SAP Business) Tier-2 Software for Private Power & Infrastructure Board (PPIB).**
3. The **Private Power & Infrastructure Board (PPIB)** under **Ministry of Energy (Power Division), Government of Pakistan through Project Director, Project Implementation Unit, Electricity Distribution Efficiency Improvement Project, Ministry of Energy (Power Division),** now invites quotations from suppliers for the **Software and Related Services of Enterprise Resource Planning (ERP-SAP Business) Tier-2 Software for Private Power & Infrastructure Board (PPIB)** described in 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 (and Related Services if applicable)

6. All the Software, Goods and Related Services to be supplied under the Contract and financed by the Bank may have their origin in any country in accordance with Para. 10.

Eligible Suppliers

7. 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.
8. 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 subconsultants for any part of the Contract including Related Services.
9. 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 Software, 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 Software or contracting of works or services from that country, or any payments to any country, person, or entity in that country.
10. In reference to paras. 6 and 8, for the information of suppliers, at the present time firms, Software and services from the following countries are excluded from this procurement process:
 - (a) **Under para. 6 and 9 (a): India & Israel**
 - (b) **Under para. 6 and 9 (b): in compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations**
11. 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>.

12. 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.

13. 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 Software, 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 Software, 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 a 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

14. The successful Supplier shall submit a Performance Security. The amount of the Performance Security shall be: **10% of the Accepted Contract Amount and in the same currencies of the Accepted Contract Amount** and shall be in the form of: **Unconditional Bank Guarantee**. Discharge of the Performance Security shall take place: **Not later than twenty-eight (28) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations.**

Manufacturer's Authorization

15. A Supplier that does not manufacture or produce the software it offers to supply shall submit a Manufacturer's Authorization Certificate to demonstrate that it has been duly authorized by the manufacturer or producer of the software to supply these software & related services in the Purchaser's Country.

Validity of offers.

16. The offers shall be **valid for 120 days from the date of opening the quotations.**

Quoted Price

17. Prices shall be quoted in the following manner:
 - (a) For Software and related services to be supplied from within the Purchaser's Country:**
 - (i) the price of the Software 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 production of the Software and related services.
 - (ii) if known, any Purchaser's Country sales tax and other taxes which will be payable on the Software if the Contract is awarded to the Supplier; and
 - (iii) the price for inland transportation, insurance, and other local services required to convey the Software to their final destination Private Power & Infrastructure Board (PPIB)
 - (b) For Related Services**, other than inland transportation and other services required to convey the Software 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 applicable taxes).
18. The prices should be quoted in Pak Rupees and should be inclusive of all supply charges and admissible taxes prevailing in Pakistan.

Clarifications

19. Any clarification request regarding this RFQ may be sent in writing to: **Director (IT)**, Private Power & Infrastructure Board (PPIB), Ground & Second Floor, Emigration Tower, Plot#10, Mauve Area, Sector G-8/1, Islamabad – Pakistan. Cell: 0335-5044900, Telephone: (92 51) 926 4034-45, Email: aziz@ppib.gov.pk. 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

20. Quotations are to be submitted in the form attached at in this RFQ and **shall submit their Bids / Quotations through courier**. Bids / Quotations submitted through email will be rejected. *To facilitate the procurement process, the Purchaser may require copies of the same quotations in other formats (such as in Word or Excel)]*
21. The deadline for submission of Quotations is **11:00 AM – 28th March 2025**
22. The address for the submission of Quotations is:

Attention: Director (IT), Private Power & Infrastructure Board (PPIB), Ground & Second Floor, Emigration Tower, Plot#10, Mauve Area, Sector G-8/1, Islamabad – Pakistan. Cell: 0335-5044900, Telephone: (92 51) 926 4034-45, Email: aziz@ppib.gov.pk

Opening of Quotations

23. Quotations will be opened immediately after the deadline for the submission of Quotations at **11:30 AM – 28th March 2025**

Evaluation of Quotations

24. Quotations will be evaluated to ensure compliance with the Technical Specifications, Delivery and Completion Schedules and any other requirements of the RFQ.
25. Quotations will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Supplier.
26. 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.
27. For evaluation and comparison purposes, the currency of the Quotations shall be **Pak Rupees (PKR)**.

Contract Award

28. The Contract will be awarded to the Supplier/s who:
 - (a) is eligible and offers eligible Software & Services.
 - (b) offers the lowest evaluated price/s,
 - (c) technically compliant quotation, and
 - (d) guarantees delivery, in accordance with the delivery period/s.

29. The Purchaser shall invite by the quickest means *[e.g. e-mail]* the successful Supplier/s for any discussion/ negotiation that may be needed to conclude the contract or otherwise for contract signature.
30. 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.

On behalf of the Purchaser:

Managing Director

Private Power & Infrastructure Board (PPIB)
Ministry of Energy (Power Division), Government of Pakistan
Ground & 2nd Floor Emigration Tower Sector G/8-1, Islamabad - Pakistan
Phone: (92-51)9264034-45
Email: ppib@ppib.gov.pk

Eligibility & Evaluation Criteria

1. Validity of Rates/Quotation

- 1.1 Quotations shall remain valid for a period of **120 days** from the date of submission.

2. Eligibility Criteria

- 2.1 The bidder must be registered with Income & Sales Tax Departments and must be in Active Taxpayers List.
- 2.2 Submit one Quotation, either individually, or as a partner in a joint venture. All Quotations submitted in violation of this rule shall be rejected. Partners in a joint venture shall be jointly and severally liable for the execution of the Contract.
- 2.3 Bidder should be an authorized distributor/partner.
- 2.4 Active Taxpayer List (ATL) of FBR Status as “Active”
- 2.5 Conditional quotations will not be entertained.
- 2.6 Two (02) Number of Similar Projects completed in last 5 years. Proof of such experience should be provided with bid. Reference Letters of completed projects of similar nature should provide.
- 2.7 The Bidder should not be blacklisted by any Government or Public Sector Entity.

3. Criteria for Quotation Evaluation

- 3.1 Offers determined to be substantially responsive to the eligibility Criteria and technical specifications, will be evaluated by comparison of their prices.
- 3.2 In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:
 - (a) where there is a discrepancy between amounts in figures and in words, the amount in words shall govern.
 - (b) where there is a discrepancy between the unit rate and the line-item total resulting from multiplying the unit rate by the quantity(ies), the unit rate as quoted shall govern.
 - (c) If a bidder refuses to accept the correction, their quotation will be rejected.

In addition to the quoted price, the evaluated price shall include General Sales Tax (GST) applicable in the country.

4. Award of Contract

- 4.1** The award will be made to the bidder(s) offering the lowest evaluated prices for the items and that meet the required standards of technical capabilities. The successful bidder will sign a Contract as per attached Contract Agreement and terms and conditions defined therein.
- 4.2** The bidder whose quotation has been accepted will be notified of the award of contract through the Letter of Acceptance issued by the Purchaser within thirty (30) days from the date of submission of quotation.

5. Rights of the Purchaser

- 5.1** The estimated quantities of items in the package, have been mentioned. The Purchaser reserves the right to increase, decrease, delete or modify quantities of any item or Software to be delivered under the Contract Agreement.
- 5.2** The Purchaser reserves the right to reject all Quotations/Bids without assigning any reason. However, The Purchaser shall upon request communicate, to any supplier or contractor who submitted a bid, the grounds for its rejection of all Bids, but is not required to justify those grounds.
- 5.3** If the Bidder withdraws their quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then the Bidder will be excluded from the list of suppliers of the Purchaser for 03 years duration.

Schedule of Requirements

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

DELIVERY SCHEDULE

Required Delivery Schedule	Delivery and Installation Location
16-20 weeks after signing of contract agreement	1. Private Power & Infrastructure Board (PPIB)

TECHNICAL SPECIFICATIONS

Requirements:

- On premises Implementation Plan of 2nd Tier ERP Solution should be submitted.
- Customization of standard modules as per PPIB's requirements.
- Perform System Study, Development & implementation of Power Auction/Bidding Processes.
- Training to technical staff.
- Data migration/conversion.
- Email and SMS Alerts
- Web based solution accessible over the internet for all modules.

Modules to be Developed/Customized & Documented

Module-1 Power Auction App Integrated with ERP Modules

- Collection of demand from DISCO's.
- Upload of procurement plan for approval by NEPRA.
- Upload of necessary documents for bidders.
- Registration of bidders & basic data with Registration fee collection.
- Issuance of RFP/PDQ document after collection of RFP/PQD fee.
- Upload of reply against bidder's queries.
- Upload of Evaluation Report & transfer selected bidder to project monitoring/management module.

Module-2 Customizable Standard Modules:

i. Project Monitoring/ Management

- Complete project profile of selected bidder.
- Company profile & registration information with SECP, BOD's information with provision of uploading of necessary documents like article of association etc.
- Important events & expiring with provision of uploading necessary documents.
- Tariff Information & Debt-Equity Information.
- Performance Guarantee (PG) Information & Expiry.
- Alerts on expiry of events & PG's.

- Financial/Legal documents uploading.
- Upload of Financial Model of each project by Finance Section
- Online Upload of Project performance report by project company
- One pager brief of projects with current status.

ii. HRMS & Employees Self Service (ESS)

- Requirement modules for manual entry of candidates from received applications.
- List of short-listed candidates & mark short listing candidates in database
- Interview letter printing & e-mailing to short-listed candidates.
- Upload evaluations sheet & announcing selected candidate.
- Transferring of selected candidates to active employee data base.
- Joining information & employee basic data information.
- Experience entry & Qualification entry with upload of academic/professional certificates.
- Transferring, Deputation & Departure Entry.
- Employee's & Dependent Medical Data & Training Data
- Relevant & Retrenchment of Employee.

iii. Payroll Module

- Integrated with employee's database & entry of allowances & deductions.
- Gratuity & CPF Modules.
- Advances/Loans handling
- Pay Bill Preparations
- Bank Bill Preparations, Email & SMS Pay slips.

iv. Accounting & Finance Module

- Double Entry Accounting System with all financial/accounting reports
- Comprehensive Chart of Account
- Gratuity System
- CPF System
- Depreciation & Budgeting

v. Inventory Management & Asset Management

- Stock Taking & Inventory Entry
- Stock Issuance & Stock Status

vi. SMS/Email Alerts

- PGs Expiry Alert
- Projects' Milestone Expiry Alert
- Superannuation of Employee Alert
- Next Case hearing Alert
- More as an when required.

vii. Dashboard

- Integration of HRMS
- Projects Status & Projects Information Auctions Status.
- Telephone Directory & Accounting & Finance.
- Budget vs Expenses
- Any other thing as per management demand.

viii. Standard workflows and Document Management System

- Archiving of Scanned Record
- Password Protected Accessibility of Electronic Documents Over internet
- Standard Workflow Implementation

Module-3 Documentation

- System study report of Power Auction/Bidding App.
- System design report of Power Auction/Bidding App.
- System manuals of all modules.
- User manual of modules.
- Training Material.

Licenses: 30 user's licenses shall be required.

Provision of Service Level Agreement: Perpetual Licenses with technical support, maintenance, development and upgradation for at least 3 years.

Quotation Submission Form

(This Form must be submitted using the Bidder's Official Letterhead)

No: **PK-MOE-352194-GO-DIR**

Date: _____

To:

Managing Director

Private Power & Infrastructure Board (PPIB)

Ministry of Energy (Power Division), Government of Pakistan

Ground & 2nd Floor Emigration Tower Sector G/8-1, Islamabad - Pakistan

Phone: (92-51)9264034-45

Email: ppib@ppib.gov.pk

Having examined the RFQ document including Procurement Notice for Activity No. PK-MOE-352194-GO-DIR, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver [**Procurement of Enterprise Resource Planning (ERP-SAP Business) Tier-2 Software for Private Power & Infrastructure Board (PPIB)**] in conformity with the terms & conditions defined in the said RFQ document for the sum of [total bid amount in words and figures] or such other sums as may be ascertained in accordance with the **Schedule of Prices attached herewith and made part of this Quotation.**

We undertake, if our Quotation is accepted, to deliver the Software and related services in accordance with the delivery schedule specified in the **Appendix viz. Technical Specifications & Delivery Schedule.**

We agree to abide by this Quotation for a period of **120 days** from the date fixed for Quotation Submission, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Quotation, together with your written acceptance thereof and your letter of award, shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any quotation you receive.

1. Conformity and no reservations

In response to the above named RFQ we offer to supply the items/services, [*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. 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.

5. Fraud and Corruption

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

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

SCHEDULE OF PRICES

(This Form must be submitted only using the Bidder's Official Letterhead/Stationery)

Item No.	Description/Specification of Software and Related Services/Goods	Qty/ Job	Unit Price (with GST) In PKR	Total Price per Item (with GST) In PKR
1	2nd TIER ENTERPRISE RESOURCE PLANNING (ERP-SAP Business) for IAA (PPIB). Modules to be Developed /Customized & Documented: Module-1: Power Auction App Integrated with ERP Modules Module-2: Customizable Standard Modules Module-3: Documentation Licenses: 30 user's licenses shall be required	01		
2	Provision of Service Level Agreement: Perpetual Licenses with technical support, maintenance, development and upgradation for 3 years	01		
Total Price (including all applicable taxes)				

Authorized Signature: _____

Name and Title of Signatory _____

Name of Supplier: _____

Address: _____

Phone Number: _____

Draft Contract Agreement

This AGREEMENT number ----- made on -----, 2024
BETWEEN

1. **Private Power & Infrastructure Board (PPIB), Pakistan, operating its business at Islamabad, Pakistan through Project Implementation Unit (PIU) Electricity Distribution Efficiency Improvement Project (EDEIP), Ministry of Energy (Power Division)** (hereinafter called “**the Purchaser**”), which expression shall, wherever the context so permits or requires, mean and include its successors-in-interests and assigns, and hereinafter referred to as Party of the **ONE PART**, and
2. -----, whose address -----
- (hereinafter called “**the Supplier**”), which expression shall, wherever the context so permits or requires, mean and include its successors-in-interests and assigns, and hereinafter referred to as Party of the **OTHER PART**:

Hereinafter collectively referred to as the “**Parties**” and singly as “**Party**”.

WHEREAS the Purchaser has been communicated the availability of funds by PIU-EDEIP Project under Ministry of Energy (Power Division). Now the Purchaser invited the Supplier to submit the proposal for “**Procurement of 2nd Tier ERP-SAP Business Software for IAA**”.

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 Acceptance
 - (b) Special Conditions of Contract
 - (c) General Conditions of Contract
 - (d) the Specification (including Schedule of Requirements and Technical Specifications)
 - (e) the Supplier’s quotation, 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 Items/services 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 Items/services and Related Services if applicable and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *Islamic Republic of Pakistan* on the day, month and year indicated above.

For and on behalf of Purchaser

Name:
Designation
CNIC No.

For and on behalf of Supplier

Name:
Designation
CNIC No.

Witness No. 1

Name:
Designation
CNIC No.

Witness No. 2

Name:
Designation
CNIC No.

General Conditions of Contract

Definitions	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none">(a) “Bank” means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).(b) “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.(c) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.(d) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.(e) “Day” means calendar day.(f) “Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.(g) “GCC” means the General Conditions of 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) “Purchaser’s Country” is the country specified in the Special Conditions of Contract (SCC).(j) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the SCC.
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	<p>(k) “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.</p> <p>(l) “SCC” means the Special Conditions of Contract.</p> <p>(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.</p> <p>(n) “Supplier” means the person, private or government entity, or a combination of the above, whose Bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.</p> <p>(o) “The Project Site,” where applicable, means the place named in the SCC.</p>
Contract Documents	<p>2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.</p>
Fraud and Corruption	<p>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 Appendix 1 to the GCC.</p> <p>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 Bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>
Interpretation	<p>4.1 If the context so requires it, singular means plural and vice versa.</p>

4.2 Incoterms

- (a) Unless inconsistent with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties thereunder shall be as prescribed by Incoterms **specified in the SCC**.
- (b) The terms EXW, CIP, FCA, CFR and other similar terms, when used, shall be governed by the rules prescribed in the current edition of Incoterms specified in the **SCC** and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Nonwaiver

- (a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

	<p>4.6 Severability</p> <p>If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>
Language	<p>5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.</p> <p>5.2 The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.</p>
Joint Venture, Consortium or Association	<p>6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.</p>
Eligibility	<p>7.1 The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country.</p> <p>7.2 All Goods and Related Services to be supplied under the Contract and financed by the Bank shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced,</p>

	<p>manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.</p>
Notices	<p>8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.</p> <p>8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p>
Governing Law	<p>9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s Country, unless otherwise specified in the SCC.</p> <p>9.2 Throughout the execution of the Contract, the Supplier shall comply with the import of goods and services prohibitions in the Purchaser’s Country when:</p> <p>(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.</p>
Settlement of Disputes	<p>10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under</p>

	<p>the Contract. Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>10.3 Notwithstanding any reference to arbitration herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and</p> <p>(b) the Purchaser shall pay the Supplier any monies due the Supplier.</p>
<p>Inspections and Audit by the Bank</p>	<p>11.1 The Supplier shall keep and shall make all reasonable efforts to cause its Subcontractors to keep, accurate and systematic accounts and records in respect of the Goods in such form and details as will clearly identify relevant time changes and costs.</p> <p>11.2 Pursuant to paragraph 2.2 e. of Appendix 1 to the General Conditions 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 procurement process, selection and/or contract execution, and to have such accounts, records and other documents audited by auditors appointed by the Bank. The Supplier's and its Subcontractors' and subconsultants' attention is drawn to Sub-Clause 3.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).</p>
<p>Scope of Supply</p>	<p>12.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.</p>
<p>Delivery and Documents</p>	<p>13.1 Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.</p>

**Supplier's
Responsibilities**

- 14.1 The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
- 14.2 The Supplier, including its Subcontractors, shall not employ or engage forced labor or persons subject to trafficking, as described in GCC Sub-Clauses 14.3 and 14.4.
- 14.3 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.
- 14.4 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.
- 14.5 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).
- 14.6 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.
- 14.7 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;

	<p>(c) with dangerous machinery, equipment or tools, or involving handling or transport of heavy loads;</p> <p>(d) in unhealthy environments exposing children to hazardous substances, agents, or processes, or to temperatures, noise or vibration damaging to health; or</p> <p>(e) under difficult conditions such as work for long hours, during the night or in confinement on the premises of the employer.</p> <p>14.8 The Supplier shall comply, and shall require its Sub-contractors if any to comply, with all applicable health and safety regulations, laws, guidelines, and any other requirement stated in the Technical Specifications.</p> <p>14.9 The Supplier shall comply with additional obligations as specified in the SCC.</p>
Contract Price	<p>15.1 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 in its Bid, with the exception of any price adjustments authorized in the SCC.</p>
Terms of Payment	<p>16.1 The Contract Price, including any Advance Payments, if applicable, shall be paid as specified in the SCC.</p> <p>16.2 The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfillment of all other obligations stipulated in the Contract.</p> <p>16.3 Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p> <p>16.4 The currencies in which payments shall be made to the Supplier under this Contract shall be those in which the Bid price is expressed.</p> <p>16.5 In the event that the Purchaser fails to pay the Supplier any payment by its due date or within the period set forth in the SCC, the Purchaser shall pay to the</p>

	Supplier interest on the amount of such delayed payment at the rate shown in the SCC , for the period of delay until payment has been made in full, whether before or after judgment or arbitration award.
Taxes and Duties	<p>17.1 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.</p> <p>17.2 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.</p> <p>17.3 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.</p>
Performance Security	<p>18.1 If required as specified in the SCC, the Supplier shall, within twenty-eight (28) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC.</p> <p>18.2 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.</p> <p>18.3 As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.</p> <p>18.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in the SCC.</p>
Copyright	19.1 The copyright in all drawings, documents, and other materials containing data and information furnished

	<p>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.</p>
<p>Confidential Information</p>	<p>20.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.</p> <p>20.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.</p> <p>20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:</p> <ul style="list-style-type: none"> (a) the Purchaser or Supplier need to share with the Bank or other institutions participating in the financing of the Contract; (b) now or hereafter enters the public domain through no fault of that party; (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or

	<p>(d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.</p> <p>20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.</p> <p>20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.</p>
<p>Subcontracting</p>	<p>21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Notification by the Supplier, for addition of any Subcontractor not named in the Contract, shall also include the Subcontractor's declaration in accordance with Appendix 2 to the GCC- Sexual exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration. Such notification, in the original Bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.</p> <p>21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.</p>
<p>Specifications and Standards</p>	<p>22.1 Technical Specifications and Drawings</p> <p>(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.</p> <p>(b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.</p> <p>(c) Wherever references are made in the Contract to codes and standards in accordance with which</p>

	<p>it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.</p>
Packing and Documents	<p>23.1 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.</p> <p>23.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.</p>
Insurance	<p>24.1 Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.</p>
Transportation and Incidental Services	<p>25.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.</p> <p>25.2 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>(a) performance or supervision of on-site assembly and/or start-up of the supplied Goods;</p>

	<p>(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;</p> <p>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</p> <p>(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>(e) training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>25.3 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, 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</p>
<p>Inspections and Tests</p>	<p>26.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.</p> <p>26.2 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 another place in the Purchaser's Country as specified in the SCC. Subject to GCC Sub-Clause 26.3, 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.</p> <p>26.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, 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.</p>

	<p>26.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable 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.</p> <p>26.5 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, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.</p> <p>26.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.</p> <p>26.7 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 GCC Sub-Clause 26.4.</p> <p>26.8 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 GCC Sub-Clause 26.6, shall release the Supplier from any warranties or other obligations under the Contract.</p>
<p>Liquidated Damages</p>	<p>27.1 Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services</p>

	<p>within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 35.</p>
<p>Warranty</p>	<p>28.1 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.</p> <p>28.2 Subject to GCC Sub-Clause 22.1(b), 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.</p> <p>28.3 Unless otherwise specified in the SCC, 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 indicated in the SCC, or for eighteen (18) months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.</p> <p>28.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.</p> <p>28.5 Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.</p> <p>28.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC, the</p>

	<p>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.</p>
<p>Patent Indemnity</p>	<p>29.1 The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, 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:</p> <ul style="list-style-type: none"> (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. <p>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.</p> <p>29.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, 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.</p> <p>29.3 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,</p>

	<p>then the Purchaser shall be free to conduct the same on its own behalf.</p> <p>29.4 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.</p> <p>29.5 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.</p>
<p>Limitation of Liability</p>	<p>30.1 Except in cases of criminal negligence or willful misconduct,</p> <ul style="list-style-type: none"> (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
<p>Change in Laws and Regulations</p>	<p>31.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or</p>

	<p>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. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.</p>
<p>Force Majeure</p>	<p>32.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>32.2 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, epidemics, quarantine restrictions, and freight embargoes.</p> <p>32.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
<p>Change Orders and Contract Amendments</p>	<p>33.1 The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:</p>

- (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) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

33.2 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.

33.3 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.

33.4 **Value Engineering:** The Supplier may prepare, at its own cost, a value engineering proposal at any time during the performance of the contract. The value engineering proposal shall, at a minimum, include the following;

- (a) the proposed change(s), and a description of the difference to the existing contract requirements;
- (b) a full cost/benefit analysis of the proposed change(s) including a description and estimate of costs (including life cycle costs) the Purchaser may incur in implementing the value engineering proposal; and
- (c) a description of any effect(s) of the change on performance/functionality.

The Purchaser may accept the value engineering proposal if the proposal demonstrates benefits that:

- (a) accelerates the delivery period; or

	<p>(b) reduces the Contract Price or the life cycle costs to the Purchaser; or</p> <p>(c) improves the quality, efficiency or sustainability of the Goods; or</p> <p>(d) yields any other benefits to the Purchaser, without compromising the necessary functions of the Facilities.</p> <p>If the value engineering proposal is approved by the Purchaser and results in:</p> <p>(a) a reduction of the Contract Price; the amount to be paid to the Supplier shall be the percentage specified in the PCC of the reduction in the Contract Price; or</p> <p>(b) an increase in the Contract Price; but results in a reduction in life cycle costs due to any benefit described in (a) to (d) above, the amount to be paid to the Supplier shall be the full increase in the Contract Price.</p> <p>33.5 Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
<p>Extensions of Time</p>	<p>34.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.</p> <p>34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.</p>

Termination

35.1 Termination for Default

- (a) 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 pursuant to GCC Clause 34;
 - (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, as defined in paragraph 2.2 a of the Appendix 1 to the GCC, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services 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. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35.2 Termination for Insolvency.

- (a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

35.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part,

	<p>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.</p> <p>(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:</p> <p>(i) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.</p>
Assignment	<p>36.1 Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.</p>
Export Restriction	<p>37.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restrictions attributable to the Purchaser, to the country of the Purchaser, or to the use of the products/goods, systems or services to be supplied, which arise from trade regulations from a country supplying those products/goods, systems or services, and which substantially impede the Supplier from meeting its obligations under the Contract, shall release the Supplier from the obligation to provide deliveries or services, always provided, however, that the Supplier can demonstrate to the satisfaction of the Purchaser and of the Bank that it has completed all formalities in a timely manner, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the Contract on this basis shall be for the Purchaser's convenience pursuant to Sub-Clause 35.3.</p>

APPENDIX 1

Fraud and Corruption

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
 - d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;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 sup-

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.

pliers, 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.

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.*

APPENDIX 2

Sexual Exploitation and Abuse (SEA) and/or Sexual Harassment (SH) Performance Declaration for Subcontractors*

Subcontractor's Name: **XYZ**

Date: [insert day, month, year]

SEA and/or SH Declaration
We:
<input checked="" type="checkbox"/> (a) have not been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.
<input type="checkbox"/> (b) are subject to disqualification by the Bank for non-compliance with SEA/ SH obligations.
<input type="checkbox"/> (c) had been subject to disqualification by the Bank for non-compliance with SEA/ SH obligations, and were removed from the disqualification list. An arbitral award on the disqualification case has been made in our favor.
<i>[(c) above is applicable, attach evidence of an arbitral award reversing the findings on the issues underlying the disqualification.]</i>
Period of disqualification: From: _____ To: _____

Name of the Subcontractor: **XYZ**

Name of the person duly authorized to sign on behalf of the Subcontractor **XYZ**

Title of the person signing on behalf of the Subcontractor **XYZ**

Signature of the person named above

Date signed _____ day of _____, _____

Countersignature of authorized representative of the Supplier:

Signature: _____

Date signed _____ day of _____, _____

Special Conditions of Contract

GCC 1.1(i)	The Purchaser's Country is: Islamic Republic of Pakistan
GCC 1.1(j)	The Purchaser is: PPIB, Islamabad, Pakistan through EDEIP Project under Ministry of Energy (Power Division)
GCC 1.1(o)	The Project Site(s)/Final Destination(s) is/are: PPIB, Islamabad, Pakistan
GCC 1.1 (p)	<p>The term SEA/SH where used in the Contract has the following meaning:</p> <ul style="list-style-type: none"> • “Sexual Exploitation and Abuse” “(SEA)” means the following: <ul style="list-style-type: none"> Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions. • “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature by contractor's personnel with other contractor's, subcontractors' or employer's personnel.
GCC 4.2 (a)	The meaning of the trade terms shall be as prescribed by Incoterms. If the meaning of any trade term and the rights and obligations of the parties thereunder shall not be as prescribed by Incoterms, they shall be as prescribed by: International Chamber of Commerce (ICC)
GCC 4.2 (b)	The version edition of Incoterms shall be: 2020
GCC 5.1	The language shall be: English

GCC 8.1	<p>For notices, the Purchaser’s address shall be:</p> <table border="1" data-bbox="493 310 1484 659"> <tr> <td>Attention:</td> <td>Director (IT) - PPIB</td> </tr> <tr> <td>Address:</td> <td>2nd Floor, Plot#10, Mauve Area, Emigration Tower, G-8/1, Islamabad.</td> </tr> <tr> <td>City:</td> <td>Islamabad</td> </tr> <tr> <td>ZIP code:</td> <td>44000</td> </tr> <tr> <td>Country:</td> <td>Pakistan</td> </tr> <tr> <td>Telephone:</td> <td>051-9264018 – 0335-5044900</td> </tr> <tr> <td>E-mail address:</td> <td>ppib@ppib.gov.pk aziz@ppib.gov.pk</td> </tr> </table>	Attention:	Director (IT) - PPIB	Address:	2nd Floor, Plot#10, Mauve Area, Emigration Tower, G-8/1, Islamabad.	City:	Islamabad	ZIP code:	44000	Country:	Pakistan	Telephone:	051-9264018 – 0335-5044900	E-mail address:	ppib@ppib.gov.pk aziz@ppib.gov.pk
Attention:	Director (IT) - PPIB														
Address:	2nd Floor, Plot#10, Mauve Area, Emigration Tower, G-8/1, Islamabad.														
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ZIP code:	44000														
Country:	Pakistan														
Telephone:	051-9264018 – 0335-5044900														
E-mail address:	ppib@ppib.gov.pk aziz@ppib.gov.pk														
GCC 9.1	The governing law shall be the law of: Islamic Republic of Pakistan														
GCC 10.2	<p>The rules of procedure for arbitration proceedings pursuant to GCC Clause 10.2 shall be as follows:</p> <p>(b) Contract with Supplier national of Purchaser’s Country:</p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser’s Country, the dispute shall be referred to Adjudication or Arbitration in accordance with the laws of the Purchaser’s Country.</p>														
GCC 13.1	Details of Shipping and other Documents to be furnished by the Supplier are : Not Applicable														
GCC 14.9	No Additional Obligations under 14.9.														
GCC 15.1	<p>The total Contract Price is _____ inclusive of taxes</p> <p>(a) Supply of Software, Services of 2nd Tier ERP (SAP Business) & integrated application development for IAA</p> <p>The price of ERP (SAP Business) Software, Services & Development of IAA module _____ inclusive of taxes.</p> <p>(b) Provision of Maintenance & Support (M&S) Services</p> <p>The price for provision of Maintenance & Support (M&E) Services for a period of three (03) years is _____ inclusive of taxes.</p> <p>The prices charged for the Goods supplied and the related Services performed shall not be adjusted.</p>														

<p>GCC 16.1</p>	<p>GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for 2nd Tier ERP (SAP Business) Software, Services & Development of IAA module for IAA (PPIB)</p> <p>All the Payment shall be made <i>in PKR</i> in the following manner and shall be released to Supplier through Bank Transfer</p> <p>(a) Supply of 2nd Tier ERP (SAP Business) Software with integrated IAA application development</p> <ul style="list-style-type: none"> (i) Module-1: Ten percent (10%) of the quoted Price. (ii) Module-2: Eighty percent (80%) of the quoted Price. (iii) Module-3: Ten percent (10%) of the quoted Price. <p>(b) Provision of Service Level Agreement</p> <p>Provision of SLA will be started on day-1 after the successful installation and testing of the ERP-SAP Business Software, and will remain valid for a period of three (03) years from the date of acceptance certificate issued by the Purchaser. The payment will be made upfront for 03 years, consequent upon submission of an invoice in PKR.</p>
<p>GCC 16.5</p>	<p>The payment-delay period after which the Purchaser shall pay interest to the supplier shall be 30 days: Not Applicable</p> <p>The interest rate that shall be applied is: Not Applicable</p>
<p>GCC 18.1</p>	<p>A Performance Security shall be required.</p> <p>The amount of the Performance Security shall be: 10% of the Contract Price.</p>
<p>GCC 18.3</p>	<p>If required, the Performance Security shall be in the form of: Bank Guarantee from any scheduled bank of Pakistan.</p>
<p>GCC 18.4</p>	<p>Discharge of the Performance Security shall take place: Not later than twenty-eight (28) days following the date of completion of the Supplier’s performance obligations (3 years) under the Contract, including any warranty obligations, unless specified otherwise in the SCC.</p>
<p>GCC 23.2</p>	<p>The packing, marking and documentation within and outside the packages shall be:</p>

GCC 24.1	The insurance coverage shall be as specified in the Incoterms.
GCC 25.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
GCC 25.2	Incidental services to be provided are: The cost of all incidental services is included in the Quoted Prices by the Supplier.
GCC 26.1	The inspections and tests shall be:
GCC 26.2	The Inspections and tests shall be conducted at: PPIB, Islamabad
GCC 27.1	The liquidated damage shall be: 0.1% of Contract Price per week.
GCC 27.1	The maximum amount of liquidated damages shall be: 10% of Contract Price.
GCC 28.3	The period of validity of the Warranty shall be: 03 years For purposes of the Warranty, the place(s) of final destination(s) shall be: PPIB, Islamabad
GCC 28.5, GCC 28.6	The period for repair or replacement shall be: 15 to 25 days
GCC 32	Force Majeure events also includes sanctions, embargos or acts of government.
GCC 33.4	Value Engineering: Not Applicable
GCC 35.	In case of Termination for Convenience, apart from all other payments defined in the GCC 35, the Supplier shall also be entitled for the demobilization cost, incidental charges that caused or may caused by the Supplier due to the termination.
GCC 37	Export Restriction: The export Control Regulations for the re-export to Russia shall be the added in the Clause as per attached Annexure – A

<p>Others Delivery timelines</p>	<p>The time for the supply of Software is 16-20 weeks, counted from the date of signing of the Contract. System Study and design for IAA software development will start immediately after signing of contract.</p> <p>The time for the provision of SLA is 03 years, counted from the testing and acceptance of Software.</p>
<p>Others Effectiveness of Contract</p>	<p>The effectiveness of the Contract shall start from the date of signing of Contract by both parties.</p>
<p>Others Contract Documents</p>	<p>None</p>

Contract Forms

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Beneficial Ownership Disclosure Form

RFQ No.:

To:

Managing Director

Private Power & Infrastructure Board (PPIB)

Ministry of Energy (Power Division), Government of Pakistan

Ground & 2nd Floor Emigration Tower Sector G/8-1, Islamabad - Pakistan

Phone: (92-51)9264034-45

Email: ppib@ppib.gov.pk

(i) we hereby provide the following beneficial ownership information.

Details of beneficial ownership

Identity of Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25% or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Bidder (Yes / No)

Name of the Bidder: XYZ

Name of the person duly authorized to sign the Bid on behalf of the Bidder: XYZ

Title of the person signing the Bid: XYZ

Signature of the person named above:

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

** In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder. In the event that the Bidder is a joint venture, each reference to "Bidder" in the Beneficial Ownership Disclosure Form (including this Introduction thereto) shall be read to refer to the joint venture member.*

*** Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.*

Letter of Acceptance

[date]

To:

XYZ

Subject: **Letter of Acceptance. PK-MOE-35214-GO-DIR**

This is to notify you that your revised proposal dated _____ (valid till _____) for execution of the **PK-MOE-35214-GO-DIR-: Procurement of 2nd Tier ERP-SAP Business Software for IAA** for the Accepted Contract Amount of **PKR _____** (incl. of all taxes), is hereby accepted by our Agency as detailed below:

Name:	
Address:	
Contract price:	

Before signing of Contract Agreement (draft enclosed), you are requested to furnish **(i)** the Performance Security within 28 days in accordance with the Conditions of Contract, using for that purpose one of the Performance Security Forms and **(ii)** the additional information on beneficial ownership in accordance with ITB 45.1 within eight (8) Business days using the Beneficial Ownership Disclosure Form, included in Section X, Contract Forms, of the Bidding Document.

For and on behalf of **Purchaser**

Managing Director

Private Power & Infrastructure Board (PPIB)

Ministry of Energy (Power Division), Government of Pakistan

Ground & 2nd Floor Emigration Tower Sector G/8-1, Islamabad - Pakistan

Phone: (92-51)9264034-45

Email: ppib@ppib.gov.pk

Attachment:

- (i)** The completed Schedules (Price Schedules)
- (ii)** Draft Contract Agreement

Performance Security (Bank Guarantee)

[The bank, as requested by the successful Bidder, 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]*

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 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.

¹ *The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, and 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 GC Clause 18.4. 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*

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.

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."

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 either that the Applicant:

- (a) has used the advance payment for purposes other than toward delivery of Goods; or
- (b) has failed to repay the advance payment in accordance with the Contract conditions, specifying the amount which the Applicant has failed to repay.

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.*

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 by the amount of the advance payment repaid by the Applicant as specified in copies of interim statements or payment certificates which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of a copy of the interim payment certificate indicating that ninety (90) percent of the Accepted Contract Amount, has been certified for payment, or on the *[insert day]* day of *[insert month]*, 2 *[insert year]*, 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.