PROCUREMENT OF GOODS

Request for Quotations

For Procurement of Gloves

Under COVID-19 Emergency Response Operations

PROCUREMENT SPECIALIST
PIU - PDMA

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Preface

This Standard Request for Quotations (RFQs) for Goods has been prepared for use in contracts financed by the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA).[1] It modifies the Bank's Standard Request for Bids for Goods document in order **to support the procurement of Gloves under COVID-19 Emergency Response Operations.** If the procurement includes pharmaceuticals or vaccines, additional technical specifications and other specific provisions will be required, as included in the Bank's Standard Procurement Documents for such items.

Recognizing the characteristics of emergency procurement, this streamlined procurement document has relevant features that should enable its use for contract amounts, as agreed with the Bank that exceed the normal thresholds for Request for Quotations method.

To obtain further information on procurement under World Bank funded projects or for question regarding the use of this SPD, contact:

Chief Procurement Officer

Standards, Procurement and Financial Management Department

The World Bank

1818 H Street, NW

Washington, D.C. 20433 U.S.A.

http://www.worldbank.org

e-mail: Elaurentiis@worldbank.org

[1] IBRD and IDA are generally called the World Bank. Since the procurement requirements for IBRD and IDA are identical, "World Bank" in this SPD refers to both IBRD and IDA, and "loan" refers to either an IBRD loan or an IDA credit.

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Request for Quotations
of
Goods

Procurement of:

Gloves COVID-19 EMERGENCY RESPONSE OPERATION

Ref No: [*PIU-PDMA/DCRIP/Gloves/103/PKG-1/2021]*

Project: *[DISASTER & CLIMATE RESILEINCE IMPROVEMENT PROJECT (DCRIP) (P154036), IDA-56860]*

Purchaser: *[Project Implementation Unit PDMA (PIU-PDMA) PUNJAB]*

Country: *[Pakistan]*

Issued on: *[02 October, 2021]*

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Request for Quotations

COVID-19 Emergency Response Procurement

RFQ Ref No: PIU-PDMA/DCRIP/Gloves/103/PKG-1/2021

RFQ Date: 02nd October, 2021

To: _____
_____
_____

Dear [_____]:

Request for Quotation (RFQ)

This RFQ is for the procurement of Goods required in response to the COVID-19 emergency. It is subject to accelerated emergency procurement procedures.

The Provisional Disaster Management Authority Punjab (PDMA) *has received* financing from the World Bank (Bank) toward the cost of the Disaster and Climate Resilience Improvement Project (DCRIP) P154036 and intends to apply part of the proceeds toward payments under the contract for purchase of Gloves under COVID-19 Emergency Operation.

The Project Implementation Unit Punjab now invites quotations from suppliers for the Goods described in Annex 1: Purchaser's Requirements, attached to this RFQ.

Eligible Goods

All the Goods to be supplied under the Contract and financed by the Bank may have their origin in any country except for the following countries:

- Andorra
- Cuba
- Democratic People's Republic of Korea (North Korea)
- Liechtenstein
- Monaco
- Nauru
- Tuvalu
- Iraq

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Performance Security

"The successful Supplier shall submit a Performance Security in accordance with the Contract Conditions."

Manufacturer's Authorization

A supplier that does not manufacture or produce the Goods it offers to supply shall submit a Manufacturer's Authorization using the form included to this RFQ to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in the Purchaser's Country.

Validity of offers

The offers shall be valid until *[**120 Days**] sufficient to complete the evaluation of quotations and any approvals on an expedited basis].*

Quoted Price

Prices shall be quoted in the following manner:

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

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

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

(iii) *[**IF REQUIRED; otherwise delete (iii) if EXW delivery only**]* the price for inland transportation, insurance, and other local services required to convey the Goods to their final destination (Project Site) ***[specify named place of destination; or final destination/s if different from named place of destination]***

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

Option 1*: [*If the Purchaser requires the Goods to be delivered in the Purchaser's country]

(i) **the price of the Goods, quoted CIP named place of destination in the Purchaser's Country *[specify named place of destination]***

(ii) ***[IF REQUIRED; otherwise delete (ii) if CIP (named place of destination) delivery only]* the price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) *[Specify final destination if different from named place of destination]*;**

Option *2 [If the Purchaser arranges for the main carriage from e*.g. airports in the Supplier's country]

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(i) **the price of the Goods, quoted FCA [named place e.g. terminal in the Supplier's country]**

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

The contractual unit prices shall be fixed during the Supplier's performance of the Contract and not subject to adjustment.

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

Clarifications

Any clarification request regarding this RFQ may be sent in writing to ***[Procurement Specialist, proc_spec.piu@pdma.gop.pk and PIU-PDMA 19 Aibak Block New Garden Town Lahore] before two days of Bid Submission date***. 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

a. Quotations are to be submitted in the form attached at Annex 2 [***at PIU-PDMA, 19 Aibak Block New Garden Town Lahore in hard copy (sealed)]***.

b. The deadline for submission of Quotations is **[*15:00, 07th October, 2021*]**.

c. The address for submission of Quotations is: 19 Aibak Block New Garden Town, Lahore

Attention: Procurement Specialist

E-mail address: proc_spec_piu@pdma.gop.pk

Opening of Quotations

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

Evaluation of Quotations

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

[Insert either option 1 or 2 as applicable]

[Option 1 –* when *price for inland transportation, insurance, and other local services required to convey the Goods to their final destination is required

"The comparison shall be on the basis of CIP (place of final destination) prices for Goods to be supplied from outside the Purchaser' country and EXW prices plus cost of inland transportation and insurance to place of destination, for Goods supplied from within the Borrower's country;

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together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods*.”]*

[Option 2 – when *price for inland transportation, insurance, and other local services required to convey the Goods to their final destination is not required]*

*“*The comparison shall be on the basis of CIP (named place of destination) [*or FCA (named place) if quotation is requested on FCA basis*] prices for Goods to be supplied from outside the Purchaser’ country and EXW prices for Goods supplied from within the Borrower’s country; together with prices for any required installation, training, commissioning and other services. The evaluation of prices shall not take into account custom duties and other taxes levied on imported goods and sales and similar taxes levied in connection with the sale or delivery of goods.”]

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

[Specify Options 3

[Option 1 (item-wise evaluation)

“Quotations will be evaluated for each item and the Contract will comprise the item(s) awarded to the successful Supplier.”]

[Option 2 (item wise evaluation with phased delivery)

“Quotations will be evaluated for each item corresponding to the phased delivery period and the Contract will comprise the item(s) awarded to the successful Supplier in this manner.”]

[Option 3 (evaluation for the whole lot/package)

“Quotation will be evaluated for the whole lot/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.”]

For evaluation and comparison purposes, the currency (ies) of the Quotations shall be converted into a single currency. The currency that shall be used for comparison purposes to convert at the selling exchange rate offered prices expressed in various currencies into a single currency is: ***[PAK RUPEE].*** The source of exchange rate shall be: ***[OANDA].*** The date for the exchange rate shall be*:* ***[BID OPENING DATE].***

Contract Award

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

a. ***Offers the lowest evaluated price/s***
b. ***Technically compliant quotation***
c. ***Quotations shall be evaluated package wise***

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d. ***Any firm can participate in more than 1 package, subject to fulfillment of delivery schedule***
e. ***Guarantees delivery, in accordance with the delivery schedule (Undertaking on PKR100 stamp paper)***
f. ***Registration with FBR (Active income tax and Sales tax)***
g. ***An affidavit on PKR 100/- Stamp paper that Firm/Company is not blacklisted by any Government/Ministry/Division/Department.***
h. ***Rate reasonability certificate on 100 Rs stamp paper.***
i. ***As Manufacturer/Supplier/Authorize Representative must have at least three years of experience in supplying of Gloves or similar to the subject mentioned herein with Government Departments/Organizations and renowned Private institutions/ Organizations/ Firms / Departments / Relevant POs or Completion certificates must be provided with the bid.***
j. ***At least 3 Relevant POs or Completion certificates must be provided with the quotation to determine the firm's capacity and capability***
k. ***Inspection will be carried out to ensure the product is in line with the specifications (necessary lab test (If any) will also be conducted post-delivery and the cost will be borne by the respective firm)***
l. ***Sample of the quoted item be provided along with the Request for Quotation. (2-Numbers)***

in accordance with the Evaluation of Quotations above.

The Purchaser shall invite by the quickest means *proc_spec.piu@pdma.gop.pk* the successful Supplier/s for any discussion/ negotiation *[this is expected to be virtual in light of the emergency situation]* that may be needed to conclude the contract or otherwise for contract signature.

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.

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

Fraud and Corruption

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).

In further pursuance of this policy, the supplier shall permit and shall cause their agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to the RFQ and

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contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

On behalf of the Purchaser:

Signature:

Name: Nisar Ahmed

Title/position: Project Director

Attachments:

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

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ANNEX 1: Purchaser's Requirements

1.1 List of Goods and Delivery Period

[The Purchaser shall complete these tables, as appropriate, to enable the Supplier to prepare the Quotation]

List of Goods and Delivery Period

Line Item N°	Description of Goods	Quantity required	Physical unit	Named Place of Destination (for CIP) *or* *Named Place (for FCA)*	Place of Final Destination (Project Site)	Applicable Incoterms (e.g. CIP, EXW, FCA etc.)	Delivery Period from Date of *[specify appropriate milestone such as contract signature, advance payment (if applicable) etc.]*
01	**Gloves**	**250,000 Pair**	**125,000 Medium** **125,000 Large**		**PDMA Warehouse Jallo Moor, Lahore**		**30 days after issuance of Purchase Order**

Delivery Schedule *[to be used if phased delivery is planned] N/A*

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

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1.2 *[Not Applicable]* List of Related Services and Completion Schedule

Service	Description of Service	Quantity required	Physical Unit	Place where Services shall be performed	Completion Period of Services
[insert Service No]	*[insert description of Related Services]*	*[insert quantity of items to be supplied]*	*[insert physical unit for the items]*	*[insert name of the Place]*	*[insert no. of days such as from Delivery Period or receipt of Goods, as appropriate]*

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1.3 Technical Specifications

Technical Specifications shall be fully descriptive of the requirements in respect of, but not limited to, the following:

(a) standards
(b) any required Related Services
(c) any required tests and inspections
(c) any functional guarantees covered by the Warranty.

[If a summary of the Technical Specifications (TS) has to be provided, the Purchaser shall insert information in the table below.

Summary of Technical Specifications.
The Quoted Items shall comply with following Technical Specifications and Standards:

S No.	Description	Quantity
	Gloves	
01	• Material: nitrile / Latex • Powder free • Non-sterile • Single-use disposable • Fits either hand (Ambidextrous) • Thickness at fingertips of ≥ 120um • Free from hole • Box of 100 gloves **Conforms to any of the following standards.** • EN-455 and EN 374 **or equivalent as per WHO's recommended International Standards** Applicable Test • Physical Dimension Test • Physical Free from hole /pores **Labelling on primary packaging must include:** - Name and/or trademark of the manufacturer - Manufacturer's product reference - Type of product and main characteristics - Information for particular storage conditions (temperature, pressure, light, humidity, etc.), as appropriate (or equivalent harmonised symbol)	**250,000 Pair (125,000 Medium, 125,000 Large)**

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ANNEX 2: Quotation Forms

Supplier Quotation Form

From:	
Supplier's Representative:	
Title/Position:	
Address:	
Email:	

To:	**[*PIU-PDMA*]**
Purchaser's Representative:	Procurement Specialist
Title/Position:	[*Procurement Specialist*]
Address :	[*19 Aibak Block New Garden Town Lahore, proc_spec.piu@pdma.gop.pk*]
RFQ Ref No.:	**PIU-PDMA/DCRIP/Gloves/103/PKG-1/2021**
Date of Quotation:	Tentative

Dear [*Procurement Specialist, PIU-PDMA*]:

SUBMISSION OF QUOTATION

1. **Conformity and no reservations**

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

2. **Eligibility**

   If awarded the Contract, the Goods [***add if applicable:*** "and Related Services,"] that we supply shall be sourced from an eligible country.

   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.

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3. Quotation Price

The total price of our offer is [_____].

4. Quotation Validity

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

5. Performance Security [*N/A*]

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

6. Commissions, gratuities, fees (N/A

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

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

Name of Recipient	Address	Reason	Amount

7. 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.

8. Fraud and Corruption

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

On behalf of the Supplier:

Name of the person duly authorized to sign the Quotation on behalf of the Supplier:
[_____]

Title of the person signing the Quotation: *[_____]*

Signature of the person named above: *[_____]*

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Date signed *[_____]* day of *[month _____], [year _____]*

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Price Schedules

[The following forms may be used by the Supplier for submitting its quotation. The forms may also be used for the contract subsequent to any negotiations.]

Quotation for Goods: Price Schedule 1 (N/A)

For Goods to be supplied from outside the Purchaser' country

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

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Quotation for Goods: Price Schedule 2

For Goods to be supplied from within the Purchaser' country

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

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Quotation for Related Services: Price Schedule 3

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

Total Quotation: Price Schedule 4

The total price for the supply and delivery of the Goods, and related Services is as follows:

Price Schedule	Amount
Goods: Price Schedule 1	
Goods: Price Schedule 2	
Related Services: Price Schedule 3 ***[if applicable]***	
Total Quotation	

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Manufacturer's Authorization

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

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

To: *[Procurement Specialist, PIU-PDMA]*

WHEREAS

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

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

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

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

Title: *[insert title]*

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

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ANNEX 3: Contract Forms

Contract Agreement

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

BETWEEN

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

(2) *[insert name of Supplier]*, a corporation incorporated under the laws of *[insert: country of Supplier]* and having its principal place of business at *[insert: address of Supplier]* (hereinafter called "the Supplier"), of the other part :

WHEREAS the Purchaser invited quotations for certain Goods and ancillary services, *[insert brief description of Goods and Services]* and has accepted a quotation by the Supplier for the supply of those Goods and Services

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

   (a) the Letter of Award of Contract

   (b) the Supplier's quotation

   (c) Conditions of Contract

   (d) the Purchaser's Requirements (including Schedule of Requirements and Technical Specifications)

   (e) the completed Schedules (including Price Schedules)

   (f) any other document listed as forming part of the Contract

3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and

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Related Services if applicable and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services if applicable and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[the Purchaser's country, unless agreed otherwise]* on the day, month and year indicated above.

[To facilitate this emergency procurement, if acceptable to the Purchaser and the Supplier, electronic signature of the Contract Agreement such as using DocuSign is recommended.]

For and on behalf of the Purchaser:

Signed: *[insert signature]*

in the capacity of *[insert title or other appropriate designation]*

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

For and on behalf of the Supplier:

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

in the capacity of *[insert title or other appropriate designation]*

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

Conditions of Contract

1. **Definitions**	1.1 The following words and expressions shall have the meanings hereby assigned to them: (a) "Bank" means the World Bank and refers to the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA). (b) "CC" means the Conditions of Contract. (c) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein. (d) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto. (e) "Contract Price" means the price payable to the Supplier as specified in CC 8.1, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract. (f) "Day" means calendar day. (g) "Completion" means the fulfillment of the Related Services, as applicable, by the Supplier in accordance with the terms and conditions set forth in the Contract. (h) "CC" means the Conditions of Contract. (i) "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. (j) "Party" means the Purchaser or the Contractor, as the context requires, and "Parties" means both of them. (k) "Purchaser" means the entity purchasing the Goods and Related Services as applicable, as specified in CC 2. (l) "Purchaser's Country" is the country specified in the CC 2.

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		(m) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract, as applicable. (n) "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. (o) "Supplier" means the person, private or government entity, or a combination of the above, whose Quotation to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement. (p) "The Project Site," where applicable, means the place named in the CC.
2. **Purchaser, Purchaser's Country, Project Site/Final Destination**	2.1 2.2 2.3	The Purchaser is: Project Implementation Unit PDMA Punjab The Purchaser's Country is: Pakistan The Project Site(s)/Final Destination(s) is/are: *[PIU-PDMA 19 Aibak Block New Garden Town, Lahore]*
3. **Incoterms**	3.1	The edition of Incoterms that shall apply is: *[insert date of current edition] N/A*
4. **Notices and Addresses for notices**	4.1	Any notice given by one Party to the other pursuant to the Contract shall be in writing to the address hereafter using the quickest available method such as electronic mail with proof of receipt. **<u>Address for notices to the Purchaser</u>:** *[Procurement Specialist]* *[Procurement Department]* *[19 Aibak Block New Garden Town Lahore]* ***[proc_spec.piu@pdma.gop.pk]*** **<u>Address for notices to the Supplier</u>:** *[Name: _____]* *[title/position:_____]* *[department/work unit:_____]* *[address:_____]* ***[Electronic mail address:]***

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5. **Governing Law**	5.1	The Contract shall be governed by and interpreted in accordance with the laws of *[state: "*the Purchaser's Country*", unless any other law shall apply]*.
6. **Settlement of Disputes**	6.1	*["CC 6(a) shall be retained in the case of a Contract with a foreign Supplier and CC 6 (b) shall be retained in the case of a Contract with a national of the Purchaser's Country."]* (a) Contract with foreign Supplier: ***[unless the Purchaser chooses the commercial arbitration rules of another international arbitral institution, the following sample clause should be inserted:]*** All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. (b) Contracts with Supplier national of the Purchaser's Country: 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.
7. **Shipping and other documents to be provided**	***[MODIFY AS APPROPRIATE***	
	7.1	The Delivery of the Goods and Completion of the Related Services as applicable shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Details of Shipping and other Documents to be furnished by the Supplier are: [insert the required documents, such as a negotiable bill of lading, a non-negotiable sea way bill, an airway bill, a railway consignment note, a road consignment note, insurance certificate, Manufacturer's or Supplier's warranty certificate, inspection certificate issued by nominated inspection agency, Supplier's factory shipping details etc.]. The above documents shall be received by the Purchaser: (i) before arrival of the Goods, if the mode of payment is through letter of credit if so specified in CC 9. If the documents are not received before arrival of the Goods, the Supplier will be responsible for any consequent expenses; or otherwise;

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		(ii) on shipment.]
8. **Contract Price**	8.1	The Contract Price is specified in Price Schedule 4.
	8.2	The unit prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier and accepted by the Purchaser.
9. **Terms of payment**	9.1	The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: **[*Normally the L/C method of payment applies to Goods from abroad. For emergency procurement, the time and processes for L/C may not suit the fast track procurement. It is expected that the Direct Payment disbursement method will apply. The Direct Payment method coupled with a relatively high advance payment is expected to help mitigate the risk (due to non-availability of L/C) to the Supplier. If L/C has to be used, the required processes shall be completed in an efficient manner.]*** **[*State*: The Purchaser *[insert: "shall" or "shall not", as appropriate]* process the payments using the Direct Payment disbursement method, as defined in the World Bank's Disbursement Guidelines for Investment Project Financing.]** ***[SAMPLE PROVISION (TERMS OF PAYMENT ARE SUBJECT TO NEGITATION; MODIFY AS APPROPRIATE)]*** **Payment for Goods supplied from abroad:** ***[Choose the applicable option and delete the other]*** ***[Option 1- for payments using the Direct Payment Disbursement method]: N/A*** Payment of foreign currency portion shall be made in (_____) *[currency of the Contract Price]* in the following manner: (i) **Advance Payment:** • Ten (10) percent of the Contract Price shall be paid, within ten (10) days of signing of the Contract and upon submission of a claim for the amount; • Thirty (30) percent of the Contract Price shall be paid within twenty (20) days of signing of the Contract and upon submission of claim and a bank demand guarantee for equivalent amount valid until the Goods are delivered

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	and in the form of Advance Payment Security provided in the RFQ or another form acceptable to the Purchaser. (ii) **On Shipment:** Fifty (50) percent of the Contract Price of the Goods shipped shall be paid, within 15 days after submission of documents specified in CC 7. (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within fifteen (15) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser. Payment of local currency portion shall be made in ___ [currency] within fifteen (15) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted services have been performed.] ***[Option 2- for payments using letter of credit] N/A*** Payment of foreign currency portion shall be made in (PKR___) *[currency of the Contract Price]* in the following manner: (i) **Advance Payment:** Ten (10) percent of the Contract Price shall be paid within fifteen (15) days of signing of the Contract, and upon submission of claim. (ii) **On Shipment:** Eighty (80) percent of the Contract Price of the Goods shipped shall be paid through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in CC 7. (iii) **On Acceptance:** Ten (10) percent of the Contract Price of Goods received shall be paid within fifteen (15) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser. Payment of local currency portion shall be made in _____ [currency] within fifteen (15) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other contracted Services have been performed. **Payment for Goods and Services supplied from within the Purchaser's Country:** Payment for Goods and Services supplied from within the Purchaser's Country shall be made in *[PKR]*, as follows:

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		100% Payment after delivery and successful inspection and testing of goods
10. **Taxes and Duties**	10.1	For Goods manufactured outside the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's Country.
	10.2	For Goods Manufactured within the Purchaser's Country, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
	10.3	If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in the Purchaser's Country, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.
11. **Performance Security**	11.1	*[A Performance Security* ***shall normally not be required for the subject emergency procurement****. In exceptional circumstances, if a Performance Security is required, insert the following:]* ["The Supplier shall, within *[insert number]* of days of the notification of contract award, provide a performance security for the performance of the Contract The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. The amount of the Performance Security shall be: *[N/A]*, denominated in the currency(ies) of the Contract, or in a freely convertible currency acceptable to the Purchaser. The Performance Security shall be in the form of the attached Demand Guarantee. The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than fourteen (14) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise."]
12. **Subcontractors**	12.1	The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Quotation. Such notification, in the original Quotation or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

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13. **Specifications and Standards**	13.1	The Goods and Related Services if applicable supplied under this Contract shall conform to the technical specifications and standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
14. **Packing, marking and documentation**	14.1	The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
	14.2	The packing, marking and documentation within and outside the packages shall be: ***[refer to the Technical Specifications]***
15. **Insurance cover**	15.1	The insurance coverage shall be as specified in the Incoterms. ***[Preferred provision]*** The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility.
16. **Transportation**	16.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms. If not in accordance with Incoterms, responsibility for transportations shall be as follows: [*insert* "The Supplier is required under the Contract to transport the Goods to a specified place of final destination within the Purchaser's Country, defined as the Project Site. Transport to such place of destination in the Purchaser's Country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price"*; or any other agreed upon trade terms (specify the respective responsibilities of the Purchaser and the Supplier)*] *[Given the emergency nature of the subject procurement, insert the following if the main [or only, if appropriate] mode of international transport shall be air*] "Mode of Transport: The main *[or only, if appropriate]* mode of international transport shall be by air."

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17. **Site of inspections and tests**	17.1	The inspections and tests shall be conducted at: *[PIU-PDMA 19 Aibak Block New Garden Town Lahore].*
18. **Delivery Date and Completion Date**	18.1	The Delivery Date of the Goods shall be: ***[within 30 days after issuance of Purchase Order****]. If phased delivery is allowed specify the acceptable delivery schedule].*
	18.2	***[if applicable]*** The Completion Date of Related Services shall be: ____ *[Insert the Completion Date if there are related services; otherwise delete this entry].*
19. **Liquidated damages and bonuses**	19.1	The liquidated damage shall be *[0.1 %]* of the price of the delayed Goods or unperformed Services] for each week or part thereof of delay until actual delivery or performance. The maximum amount of liquidated damages shall be *[10 %]* of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC 26. ***[Optional]*** *[Insert if there are no Related Services:]* Bonus payment to the Supplier shall be *[insert number]* % per day if the Goods under the Contract are delivered before the final contractual Delivery Date]. *[Insert if there are Related Services:]* Bonus payment to the Supplier shall be *[insert number]* % per day if the Goods under the Contract are delivered and the Related Services are completed before the Completion Date].
20. **Warranty**	20.1	The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
	20.2	The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
	20.3	The warranty shall remain valid for [2] months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination**,** or for [insert number] months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.

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	20.4	The period for repair or replacement after being notified of the defect by the Purchaser shall be *[N/A]* days.
	20.5	If having been notified, the Supplier fails to remedy the defect within the period specified in CC 20.4, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
	20.6	For purposes of the warranty, the place(s) of final destination(s) shall be: *[PIU-PDMA, 19 Aibak Block, New Garden Town Lahore]*
21. **Copyright**	21.1	The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
22. **Fraud and Corruption**	22.1	The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Attachment A to the Conditions of Contract.
	22.2	The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the request for quotations or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
23. **Inspections and Audit by the Bank**	23.1	Pursuant to paragraph 2.2 e. of the attachment to the Conditions of Contract, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, sub consultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the request for quotations process and/or execution of Contract. The Supplier's and its subcontractors attention is drawn to CC 22.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract

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		termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
24. **Limitation of Liability**	24.1	Except in cases of criminal negligence or willful misconduct, (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.
25. **Force Majeure**	25.1	The Supplier shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	25.2	For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, and freight embargoes.
	25.3	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
	25.4	If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing

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	which either Party may terminate the Contract by giving a notice to the other Party.
26. **Termination**	26.1 Termination for Default The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part: (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser; (ii) if the Supplier fails to perform any other obligation under the Contract; or (iii) if the Supplier, in the judgment of the Purchaser has engaged in Fraud and Corruption, in competing for or in executing the Contract. In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services if applicable similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services if applicable. However, the Supplier shall continue performance of the Contract to the extent not terminated. 26.2 Termination for Convenience (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective. (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect: (i) to have any portion completed and delivered at the Contract terms and prices; and/or

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	(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services if applicable and for materials and parts previously procured by the Supplier.
Additional Clauses	[*insert any additional clauses as necessary, otherwise delete this row*]

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Attachment A to the Conditions of Contract

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

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

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

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

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

v. "obstructive practice" is:

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

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

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

c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis procurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;

d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;[2] (ii) to be a nominated[3] sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;

e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect[4] all

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[2] 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.

[3] 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.

[4] 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

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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.

format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

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[DELETE IF NOT REQUIRED]

Performance Security

(Bank Guarantee)

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

[Guarantor letterhead or SWIFT identifier code]

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

Date: *[Insert date of issue]*

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

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

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

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

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

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of *[insert amount in figures]* (_____) *[insert amount in words]*,[1] such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

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

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

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

_____

[signature(s)]

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

[2] Insert the date twenty-eight days after the expected completion date as described in CC 11. The Purchaser should note that in the event of an extension of this date for completion of the Contract, the Purchaser would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Purchaser might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

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[DELETE IF NOT REQUIRED]

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]*

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

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

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

[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.*

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credited to the Applicant on its account number *[insert number]* at *[insert name and address of Applicant's bank]*.

This guarantee shall expire, at the latest, upon our receipt of a copy of the payment certificate indicating that ninety (90) percent of the Contract Price, 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.

Sample Letter of Award of Contract

[modify as appropriate]

[use letterhead paper of the Purchaser]

[date]

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

Subject: ***Notification of Award of Contract No.*** . . . .

In reference to the RFQ [*insert reference number and date*], your Quotation [*insert reference number and date*] has been accepted.

Please find inclosed herewith the Contract. You are requested to sign the contract within *[insert no of days]*.

[Insert the following only if Performance Security is required:] "You are also requested to furnish a Performance Security within [*insert no of days*] in accordance with the Conditions of the Contract, using for that purpose one of the Performance Security Forms attached to the Contract.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

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