



Punjab Social Protection Authority
Government of the Punjab



**PUNJAB HUMAN
CAPITAL INVESTMENT
PROJECT**

PROCUREMENT OF GOODS

Request for Quotations

Procurement of Printing Material

June 2021

Request for Quotations of Goods

Procurement of: Printing Material

Ref No: PK-PSPA-237557-GO-RFQ

Project: Punjab Human Capital Investment Project (PHCIP)

Purchaser: PMU- Punjab Human Capital Investment Project-PSPA

Country: Pakistan

Issued on: June 25, 2021

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Request for Quotations

Procurement of Printing Services

RFQ Ref No.: PK-PSPA-237557-GO-RFQ

RFQ Date: June 25, 2021

Request for Quotation (RFQ)

This RFQ is for the Procurement of Printing Material, required for Punjab Human Capital Investment Project - Punjab Social Protection Authority.

The PMU- Punjab Human Capital Investment Project-PSPA (hereinafter called “the Purchaser”) has received financing from the International Development Association (otherwise known as the World Bank, hereinafter the “Bank” or “IDA”) in the form of a loan (hereinafter called “loan”) to finance the **Punjab Human Capital Investment Project (PHCIP)**. PMU-PHCIP intends to apply part of the proceeds toward payments under the contracts for **Procurement of Printing Services**.

The Procuring Agency now invites quotations from eligible offerors; who have successfully completed at least 02 contracts with similar capacity.

Validity of offers

The offers shall be valid for 90 days.

Quoted Price

Prices shall be quoted in the following manner:

- (a) For Goods to be supplied:
 - (i) 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
- (b) 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.

Clarifications

Any clarification request regarding this RFQ may be sent in writing to **Mr. Kashif Ali Zia**, adproc.phcip@pspa.punjab.gov.pk PSPA, 78-79, D-Block, New Muslim Town, Wahdat Road, Lahore, Pakistan before **July 2, 2021 before 5:00 pm** . 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 *by courier or by hand*.
- b. The deadline for submission of Quotations is **July 12, 2021 on or before 12:00 pm**
- c. The address for submission of Quotations is:

Attention: Mr. Tariq Mahmood – Project Director (PHCIP)

Address: 78-79, D-Block, New Muslim Town, Wahdat Road, Lahore

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 as per Schedule.

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

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.

Contract Award

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

- a. offers the lowest evaluated price/s,
- b. technically compliant quotation.

in accordance with the Evaluation of Quotations above.

The Purchaser shall invite by the quickest means the successful Supplier for any discussion/negotiation 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.

Duration of Contract:

Contract will be awarded initially for the period of eighteen (18) months, extendable for further period on mutual consent of both parties.

Delivery Period:

The supplier will have to deliver the printing items after issuance of work order, as per following schedule:

within 12 hours (for digital printing)

within 24 to 48 hours (for leaflets, brochures & flex printing)

within 02 to 10 days (for offset printing). Actual delivery time will be mentioned in concerned work order.

Quotation Securing Declaration:

A Quotation-Securing Declaration shall be required as per the format attached at **Annex-3**.

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 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:

Title/position:

Attachments:

Annex 1: Purchaser's Requirements

Annex 2: Quotation Form

Annex 3: Quotation Securing Declaration

Annex 4: Contract Forms

Evaluation of Bids

Evaluation Criteria

The Procuring Agency's evaluation of a Bid may take into account, in addition to the Bid Price quoted, specification of printed material as mentioned below:

Technical Specifications

Sr.	Description	Total Estimated Quantity
1	Backdrop Flex Banner size 8' x 12' with wodden frame	5
2	Backdrop Flex Banner size 8' x 12' with iron frame	5
3	Roll Up Standees size 3'x6'	100
4	X Standees per BHU 2' x 5'	1500
5	Banners per BHU 8' x 5' with side rings flex 4 colour	1600
6	Posters per BHU 18' x 23' 4 color art paper 150 gm	4840
7	Leaflets per BHU A4 , 4 color art paper 128 gm	500,000
8	Newsletter A3 size 4 color 150 gm matt paper 4 leaves rate / 500 Newsletter	3000
9	Newsletter A4 size 4 color 150 gm matt paper 4 leaves rate / 500 Newsletter	3000
10	Project Fact Sheet A4 size 4 color 150 gm matt paper	5000
11	Booklet on Project Interventions & Success Stories A4 size 4 color 150 gm matt paper 6 leaves, back front 4 coloured art card 220 gm	2000
12	Household Profile Questionnaire for EI (A4 Size 1 color 80 gm offset paper) 50 pages pad	1000
13	LIP Profile Questionnaire for EI (A4 size 1 color 80 gm offset paper) 50 pages pad	5600
14	Employee Card with UV printing 2.63" x 3.88"	70
15	Visiting Cards 2" x 3.5" rate / 500 cards	50
16	Hard Cover Office Diary with PHCIP Logo 5.5" x 8.5" size 80gm offset paper with back front 4 coloured six leaves 150 gm art paper 250 pages	500
17	Large Note Pad 7" x 9.5" size 80gm offset paper	250
18	Coloured Front Back with Art Card & ring binding Medium Note Pad 5.5" x 8.5" size 80gm offset paper	250
19	Note Pad with 10 leaves 5.5" x 8.5" size 80gm offset paper	250
20	Table Calendar 13 pages 5.5" x 8.5" size 4 colour 250 gm art card	100
21	Wall Calendar 13 pages with logo size 15" x 20" 4 colour 150 gm art card	200

Sr.	Description	Total Estimated Quantity
22	Table Planner 13 pages with logo 12" x 17.5" size 4 colour 150 gm	150
23	File Folder with jacket A4 size 4color 300 gm art card	1000
24	Office File legal size with 4 color logo 300 gm art card	1000
25	Plastic Ball Points for general use with printed PHCIP Logo 1color	500
26	Polo Shirts (S,M,L, XL) with Embroided & Sticker logo	500
27	T- Shirts (S,M,L, XL) with Sticker logo	500
28	P-Cap Embroided logo	500
29	Mug / Cup with 4 color printing	500
30	Annual Report 4 colour A4 size 120 pages Front /Bank 4 color 280 gm art card with UV printing	600

ANNEX 1: Purchaser's Requirements

1.1 List of Goods

Line Item N°	Description of Goods	Quantity required	Physical unit	Named Place of Destination (DDP)	Description
1	Backdrop	5	Per unit	PHCIP-PSPA	Flex Banner size 8' x 12' with wooden frame
2	Backdrop	5	Per unit	PHCIP-PSPA	Flex Banner size 8' x 12' with iron frame
3	Roll Up Standees	100	Per unit	PHCIP-PSPA	Size 3'x6'
4	X Standees	1500	Per unit	PHCIP-PSPA	per BHU 2' x 5'
5	Banners	1600	Per unit	PHCIP-PSPA	per BHU 8' x 5' with side rings flex 4 colour
6	Posters	4840	Per unit	PHCIP-PSPA	per BHU 18' x 23' 4 color art paper 150 gm
7	Leaflets	500,000	Per unit	PHCIP-PSPA	per BHU A4 , 4 color art paper 128 gm
8	Newsletter	3000	Per unit	PHCIP-PSPA	A3 size 4 color 150 gm matt paper 4 leaves rate / 500 Newsletter
9	Newsletter	3000	Per unit	PHCIP-PSPA	A4 size 4 color 150 gm matt paper 4 leaves rate / 500 Newsletter
10	Project Fact Sheet	5000	Per unit	PHCIP-PSPA	A4 size 4 color 150 gm matt paper
11	Booklet on Project Interventions & Success Stories	2000	Per unit	PHCIP-PSPA	A4 size 4 color 150 gm matt paper 6 leaves, back front 4 coloured art card 220 gm
12	Household Profile Questionnaire for EI	1000	Per unit	PHCIP-PSPA	(A4 Size 1 color 80 gm offset paper) 50 pages pad
13	LIP Profile Questionnaire for EI	5600	Per unit	PHCIP-PSPA	(A4 size 1 color 80 gm offset paper) 50 pages pad
14	Employee Card	70	Per unit	PHCIP-PSPA	UV printing 2.63" x 3.88"
15	Visiting Cards	50	Per unit	PHCIP-PSPA	2" x 3.5" rate / 500 cards
16	Hard Cover Office Diary	500	Per unit	PHCIP-PSPA	PHCIP Logo 5.5" x 8.5" size 80gm offset paper with back front 4 coloured six leaves 150 gm art paper 250 pages
17	Large Note Pad	250	Per unit	PHCIP-PSPA	7" x 9.5" size 80gm offset paper
18	Medium Note Pad	250	Per unit	PHCIP-PSPA	Coloured Front Back with Art Card & ring binding Medium Note Pad 5.5" x 8.5" size 80gm offset paper
19	Note Pad	250	Per unit	PHCIP-PSPA	10 leaves 5.5" x 8.5" size 80gm offset paper

20	Table Calendar	100	Per unit	PHCIP-PSPA	13 pages 5.5" x 8.5" size 4 colour 250 gm art card
21	Wall Calendar	200	Per unit	PHCIP-PSPA	13 pages with logo size 15" x 20" 4 colour 150 gm art card
22	Table Planner	150	Per unit	PHCIP-PSPA	13 pages with logo 12" x 17.5" size 4 colour 150 gm
23	File Folder	1000	Per unit	PHCIP-PSPA	jacket A4 size 4color 300 gm art card
24	Office File	1000	Per unit	PHCIP-PSPA	legal size with 4 color logo 300 gm art card
25	Plastic Ball Points for general use	500	Per unit	PHCIP-PSPA	Printed PHCIP Logo 1color
26	Polo Shirts	500	Per unit	PHCIP-PSPA	(S,M,L, XL) with Embroided & Sticker logo
27	T- Shirts	500	Per unit	PHCIP-PSPA	(S,M,L, XL) with Sticker logo
28	P-Cap	500	Per unit	PHCIP-PSPA	Embroided logo
29	Mug / Cup	500	Per unit	PHCIP-PSPA	4 color printing
30	Annual Report	600	Per unit	PHCIP-PSPA	4 colour A4 size 120 pages Front /Bank 4 color 280 gm art card with UV printing

ANNEX 2: Quotation Forms

Supplier Quotation Form

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

To:	<i>[Punjab Human Capital Investment Project, PSPA-PMU]</i>
Purchaser's Representative:	Mr. Tariq Mahmood
Title/Position:	<i>Project Director, PHCIP- PSPA-PMU</i>
Address :	78/79, D-New Muslim Town, Wahdat Road, Lahore
RFQ Ref No.:	PK-PSPA-237557-GO-RFQ
Date of Quotation:	

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

SUBMISSION OF QUOTATION

1. Conformity and no reservations

In response to the above named RFQ we offer to supply the Goods, *[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.

3. Quotation Price

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

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 *[delete if performance security is not required]*

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

6. Commissions, gratuities, fees

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

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

Name of Recipient	Address	Reason	Amount

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: *[insert complete name of person duly authorized to sign the Quotation]*

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

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

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

Price Schedules

[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

Sr. No	Item with Specification	Estimated Quantity	Unit Rate (PKR) (without all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)	Unit Rate (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)	Total Cost (PKR) (with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)
1	2	3	4	5	6
1	Backdrop Flex Banner size 8' x 12' with wodden frame	5			
2	Backdrop Flex Banner size 8' x 12' with iron frame	5			
3	Roll Up Standees size 3'x6'	100			
4	X Standees per BHU 2' x 5'	1500			
5	Banners per BHU 8' x 5' with side rings flex 4 colour	1600			
6	Posters per BHU 18' x 23' 4 color art paper 150 gm	4840			
7	Leaflets per BHU A4 , 4 color art paper 128 gm	500,000			
8	Newsletter A3 size 4 color 150 gm matt paper 4 leaves rate / 500 Newsletter	3000			
	Newsletter A4 size 4 color 150 gm matt paper 4 leaves rate / 500 Newsletter	3000			
	Project Fact Sheet A4 size 4 color 150 gm matt paper	5000			
	Booklet on Project Interventions & Success Stories A4 size 4 color 150 gm matt paper 6 leaves, back front 4 coloured art card 220 gm	2000			
	Household Profile Questionnaire for EI (A4 Size 1 color 80 gm offset paper) 50 pages pad	1000			

LIP Profile Questionnaire for EI (A4 size 1 color 80 gm offset paper) 50 pages pad	5600			
Employee Card with UV printing 2.63" x 3.88"	70			
Visiting Cards 2" x 3.5" rate / 500 cards	50			
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Large Note Pad 7" x 9.5" size 80gm offset paper	250			
Coloured Front Back with Art Card & ring binding Medium Note Pad 5.5" x 8.5" size 80gm offset paper	250			
Note Pad with 10 leaves 5.5" x 8.5" size 80gm offset paper	250			
Table Calendar 13 pages 5.5" x 8.5" size 4 colour 250 gm art card	100			
Wall Calendar 13 pages with logo size 15" x 20" 4 colour 150 gm art card	200			
Table Planner 13 pages with logo 12" x 17.5" size 4 colour 150 gm	150			
File Folder with jacket A4 size 4color 300 gm art card	1000			
Office File legal size with 4 color logo 300 gm art card	1000			
Plastic Ball Points for general use with printed PHCIP Logo 1color	500			
Polo Shirts (S,M,L, XL) with Embroided & Sticker logo	500			
T- Shirts (S,M,L, XL) with Sticker logo	500			
P-Cap Embroided logo	500			
Mug / Cup with 4 color printing	500			
Annual Report 4 colour A4 size 120 pages Front /Bank 4 color 280 gm art card with UV printing	600			
Grand Total				

Annex 3:

Form of Quotation-Securing Declaration

[The Supplier shall fill in this Form in accordance with the instructions indicated.]

Date: *[date (as day, month and year)]*

RFQ No.: *[number of Quotation process]*

To: *[complete name of Employer]*

We, the undersigned, declare that:

We understand that, according to your conditions, Quotations must be supported by a Securing Declaration.

We accept that we will automatically be suspended from being eligible for Bidding in any contract with the Employer for the period of time of 18 months starting on [date], if we are in breach of our obligation(s) under the Quotation conditions, because we:

- (a) have withdrawn our Quotation during the period of Quotation validity specified in the Request for Quotation Document; or
- (b) having been notified of the acceptance of our Quotation by the Employer during the period of Quotation validity, (i) fail to sign the Contract agreement; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB.

We understand this Quotation Securing Declaration shall expire if we are not the successful Supplier, upon the earlier of (i) our receipt of your notification to us of the name of the successful Supplier; or (ii) twenty-eight days after the expiration of our Quotation.

Name 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 _____

Date signed _____ day of _____, _____

*: Person signing the Quotation shall have the power of attorney given by the Supplier attached to the Quotation

ANNEX 4: Contract Forms

Contract Agreement

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

BETWEEN

- (1) **Punjab Human Capital Investment Project** a Project of Punjab Social Protection Authority, Government of the Punjab, and having its principal place of business at 78/79, D-New Muslim Town, Wahdat Road, Lahore, (hereinafter called “the Purchaser”), of the one part, and
- (2) [*insert name of Supplier*], a corporation incorporated under the laws of [*insert: country of Supplier*] and having its principal place of business at [*insert: address of Supplier*] (hereinafter called “the Supplier”), of the other part :

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

The Purchaser and the Supplier agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - (a) the Letter of Award of Contract
 - (b) the Supplier’s quotation
 - (c) Conditions of Contract
 - (d) the Purchaser’s Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) the completed Schedules (including Price Schedules)
 - (f) any other document listed as forming part of the Contract
3. In consideration of the payments to be made by the Purchaser to the Supplier as specified in this Agreement, the Supplier hereby covenants with the Purchaser to provide the Goods and Related Services if applicable and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services if applicable and the remedying of defects therein, the Contract

Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[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:

Mr. Tariq Mehmood

in the capacity of **Project Director, Punjab Human Capital Investment Project**

in the presence of

Mr. Kashif Ali Zia

in capacity of **Additional Director Procurement, Punjab Human Capital Investment Project**

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	<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) “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. (m) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training
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	<p>and initial maintenance and other such obligations of the Supplier under the Contract, as applicable.</p> <p>(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.</p> <p>(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> <p>(p) “The Project Site,” where applicable, means the place named in the CC.</p>
2. Purchaser, Purchaser’s Country, Project Site/Final Destination	<p>2.1 The Purchaser is: Punjab Social Protection Authority</p> <p>2.2 The Purchaser’s Country is: Pakistan.</p> <p>2.3 The Project Site(s)/Final Destination(s) is/are: Lahore, Pakistan</p>
3. Incoterms	3.1 Not Applicable
4. Notices and Addresses for notices	<p>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.</p> <p><u>Address for notices to the Purchaser:</u></p> <p><i>Mr. Tariq Mahmood</i> <i>PD-PMU-PHCIP</i> <i>Punjab Social Protection Authority</i> <i>78/79, D-New Muslim Town, Wahdat Road, Lahore, Pakistan</i> <i>alimazhar.choudhary@gmail.com</i></p> <p><u>Address for notices to the Supplier:</u></p> <p><i>[insert the name of officer authorized to receive notices]</i> <i>[title/position]</i> <i>[department/work unit]</i> <i>[address]</i> <i>[Electronic mail address]</i></p>
5. Governing Law	5.1 The Contract shall be governed by and interpreted in accordance with the laws of Islamic Republic of Pakistan.
6. Settlement of Disputes	<p>(a) Contract with foreign Supplier: Not Applicable</p> <p>(b) Contracts with Supplier national of the Purchaser’s Country:</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.
7. Shipping and other documents to be provided	7.1	The Delivery of the Goods and Completion of the Related Services as applicable shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements.
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: (i) 100% payment after the delivery and acceptance of printing material as per work order. (ii) Payment will be made through crossed cheque to the Supplier against invoice after 100% delivery and acceptance of printing material. No payment will be made as advance.
10. Taxes and Duties	10.1	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.
	10.2	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		Not applicable.
12. Subcontractors	12.1	The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the Quotation. Such notification, in the original Quotation or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
13. Specifications and Standards	13.1	The Goods and Related Services if applicable supplied under this Contract shall conform to the technical specifications and standards mentioned in the Technical Specifications and, when no applicable standard is mentioned, the standard shall be

	equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
14. Packing, marking and documentation	14.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
15. Insurance cover	Not Applicable
16. Transportation	16.1 Supplier shall be responsible for transportation of the Goods to the project office.
17. Site of inspections and tests	The inspections and tests shall be conducted at: <i>78/79, D-New Muslim Town, Wahdat Road, Lahore, Pakistan</i> 17.1
18. Delivery Date and Completion Date	18.1 Contract Period: Contract will be awarded initially for the period of eighteen (18) months, extendable for further period on mutual consent of both parties. 18.2 Delivery Period: The supplier will have to deliver the printing items after issuance of work order, as per following schedule: within 12 hours (for digital printing) within 24 to 48 hours (for leaflets, brochures & flex printing) within 02 to 10 days (for offset printing). Actual delivery time will be mentioned in concerned work order.
19. Liquidated damages and bonuses	19.1 The liquidated damage shall be 0.2% 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 5% of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC 26.
20. Warranty	Not Applicable
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	<p>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.</p> <p>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.</p>
23. Inspections and Audit by the Bank	23.1 Pursuant to paragraph 2.2 e. of the attachment to the Conditions of Contract, the Supplier shall permit and shall cause its agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and personnel, to permit, the Bank and/or persons appointed by the Bank to inspect the site and/or the accounts, records and other documents relating to the request for quotations process and/or execution of Contract. The Supplier's and its subcontractors attention is drawn to CC 22.1 (Fraud and Corruption) which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures).
24. Limitation of Liability	24.1 Except in cases of criminal negligence or willful misconduct, <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.
25. Force Majeure	25.1 The Supplier shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, or termination for

	<p>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>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.</p> <p>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.</p> <p>25.4 If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the Parties will attempt to develop a mutually satisfactory solution, failing which either Party may terminate the Contract by giving a notice to the other Party.</p>
<p>26. Termination</p>	<p>26.1 Termination for Default</p> <p>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:</p> <ul style="list-style-type: none"> (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. <p>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</p>

the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services if applicable. However, the Supplier shall continue performance of the Contract to the extent not terminated.

26.2 Termination for Convenience

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services if applicable and for materials and parts previously procured by the Supplier.

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.

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- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
 - c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring 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 suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

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

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

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

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