



REQUEST FOR QUOTATIONS

Package-03

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| Country: | Pakistan |
| Name of Project: | Khyber Pakhtunkhwa Integrated Tourism Development Project (KITE) Department of Tourism (DoT) Govt. of Khyber Pakhtunkhwa. |
| Activity Name: | Package-03: Procurement of Construction of Washrooms and exterior paintwork of Peshawar Culture complex (Nishtar Hall) |
| Activity Ref No. | PK-KP DOT-389343-CW-RFQ |
| Credit No: | IDA-64620 |
| Project ID: | P163562 |

The Government of Khyber Pakhtunkhwa has received Credit from the International Development Association (IDA) of the World Bank Group for Khyber Pakhtunkhwa Integrated Tourism Development Project (KITE) and intends to apply part of the proceeds towards payments under the contract for **Procurement for Construction of Washroom and Exterior Paintwork at Peshawar Culture Complex (Nishtar Hall) under PMU KITE DoT** through this Request for Quotations (RFQ).

The Project Management Unit (PMU) for KITE Project invites sealed quotations from eligible bidders for the Supply installation, testing & commissioning of the items mentioned in BOQ for **Procurement for the Construction of Washroom and Exterior Paintwork at Peshawar Culture Complex (Nishtar Hall) under the PMU KITE DoT** as per below items mentioned in the BOQ at Annex-I.

The Following is the qualification criteria:

- i. The Bidder shall quote prices for all items mentioned in the BOQ, including all admissible taxes.
- ii. Documented proof that the Bidder has successfully completed at least 03 projects of similar nature. Evidence of completed projects must be provided.
- iii. The bidder must not be blacklisted by any Government/Semi Govt. organization in Pakistan and no litigation is underway by any organization.
- iv. The Quotation must be duly signed and stamped by the authorized representative.

Interested eligible Bidder/ Suppliers may obtain further information from the office of Project Director, Project Management Unit (PMU) Khyber Pakhtunkhwa Integrated Tourism Development Project (KITE) Department of Tourism (DoT) during the office hours **0900 to 1700 hours** at the address given below.

A complete set of Request for Quotations (RFQ) documents can be downloaded from the Khyber Pakhtunkhwa Tourism Department website www.kite.kptourism.com or requested by writing an email to the procurement.kite@gmail.com .

The Procurement will be carried out under the Request for Quotation (RFQ) method set out in the World Bank Procurement Regulations (Procurement in Investment Project Financing, Works, Non-Consulting and Consulting Services. July 2016 Revised November 2017, August 2018 and November 2020) and is open to all eligible bidders as defined in the Procurement Regulations.

Bids must be delivered to the office address given below by or before **1400 hours** on **November 14, 2023** and must be accompanied by a bid security @**2%** of the total bid price in the form of irrevocable unconditional Bank Guarantee issued by a Scheduled Bank or Call Deposit Receipt (CDR).

Late and incomplete bids will be rejected. Bids will be publicly opened in the presence of the bidders' or their designated representatives who choose to attend, at the address below on **November 14, 2023 at 1430 hours**.

The Bidders are requested to quote their best and final prices including all admissible taxes as no negotiations will be allowed at later stage.

Project Director

PMU KITE DoT

House No. 20, Syed Jamal Uddin Afghani Road, University Town Peshawar, Khyber Pakhtunkhwa Pakistan

Phone No. +92 91 9216370-72 Fax No. +92 91 9216371

procurement.kite@gmail.com

www.kite.kptourism.com

Annex-I

1. Bill of Quantities

| Washrooms Renovation | | | | | |
|-----------------------------|---|-------------|-----------------|-----------------------|--------------------------|
| Item no | Description | Unit | Quantity | Unit Rate (Rs) | Total Amount (Rs) |
| 1 | Sanitary Items | | | | |
| a. | Providing and fixing best quality, White, ceramic One-Piece English WC. Complete in all respect | No | 10 | | |
| b. | Providing and fixing best quality Mixer for WHB (Wash hand Basin) | No | 18 | | |
| c. | Providing and Fixing best quality Chromium plated Muslim showers | No | 24 | | |
| d. | Providing and fixing best quality Chromium plated Muslim shower Tap | No | 22 | | |
| e. | Providing and fixing best quality Flush tank | No | 9 | | |
| f. | Providing and fixing best quality Floor Trap | No | 32 | | |
| g. | Providing and fixing best quality Chromium plated Toilet paper holder | No | 22 | | |
| h. | Providing and fixing best quality paper towel dispenser | No | 9 | | |
| i. | Providing and fixing best quality Soap dispenser. | No | 8 | | |
| j. | Dustbin Padel operated. | No | 9 | | |
| k. | Providing and fixing best quality chromium plated Towel Hanger. | No | 6 | | |
| 2 | Providing and fixing of aluminium door with frame complete in all respect | Job | | | |
| Sub Total -I | | | | | |

2. Bill of Quantities

| NISHTAR HALL PESHAWAR RENOVATION WORKS | | | | | |
|---|--|------|-----|-----------|-------------|
| <u>Washrooms Tiles Abaseen Arts council washrooms:</u> | | | | | |
| S.No | Description of Items | Unit | QTY | Rate (Rs) | Amount (Rs) |
| 1 | Providing and fixing of ceramic tiles on walls of size 24"x24" setting in bond over mortar base, including filling the joint and washing the tile etc complete | Sft | 300 | | |
| 2 | Providing and fixing ceramic floor tiles of approved quality size 12"x12" complete | Sft | 150 | | |
| Sub Total-II | | | | | |

3. Bill of Quantities

| EXTERNAL WHITE WASHING NISHTAR HALL PESHAWAR RENOVATION WORKS | | | | | |
|--|--|------|-------|------|--------|
| S.NO | Description of Items | Unit | Qty | Rate | Amount |
| 1 | Preparing surface and painting with snowcem/weather shield paint, 2nd & subsequent coats, Extra labours for painting for height up to 70 ft. | SFT | 46300 | | |
| Sub Total- III | | | | | |

Grand Total

| Sr No. | Bill of Quantities | Sub Total | Amount in PKR |
|-------------------------------|---------------------------|------------------|----------------------|
| 1 | Bill of Quantities-I | Sub Total-I | |
| 2 | Bill of Quantities -II | Sub Total-II | |
| 3 | Bill of Quantities-III | Sub Total-III | |
| Grand Total (I+II+III) | | | |

Technical Specification

| Item no | Description |
|----------|---|
| 1 | Sanitary Items |
| a. | Providing and fixing best quality, White, ceramic One-Piece English WC. Complete in all respect |
| b. | Providing and fixing best quality Mixer for WHB (Wash hand Basin) |
| c. | Providing and Fixing best quality Chromium plated Muslim showers |
| d. | Providing and fixing best quality Chromium plated Muslim shower Tap |
| e. | Providing and fixing best quality Flush tank |
| f. | Providing and fixing best quality Floor Trap |
| g. | Providing and fixing best quality Chromium plated Toilet paper holder |
| h. | Providing and fixing best quality paper towel dispenser |
| i. | Providing and fixing best quality Soap dispenser. |
| j. | Dustbin Padel operated. |
| k. | Providing and fixing best quality chromium plated Towel Hanger. |
| 2 | Providing and fixing of aluminium door with frame complete in all respect |

| S. No | Description of Items |
|-------|--|
| 1 | Providing and fixing of ceramic tiles on walls of size 24"x24" setting in bond over mortar base, including filling the joint and washing the tile etc complete |
| 2 | Providing and fixing ceramic floor tiles of approved quality size 12"x12" complete |

| S. No | Description of Items |
|-------|--|
| 1 | Preparing surface and painting with snowcem/weather shield paint, 2nd & subsequent coats, Extra labours for painting for height up to 70 ft. |

Contract Agreement¹

THIS AGREEMENT made the [*insert: number*] day of *November*, XX, 2023.

BETWEEN

- (1) The Project Management Unit (PMU) Khyber Pakhtunkhwa Integrated Tourism Development Project (KITE) Department of Tourism (DoT) Government of Khyber Pakhtunkhwa, Pakistan and having its principal place of business at House No. 20 Syed Jamal Uddin Afghani Road University Town Peshawar (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.

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) *Minutes of Negotiations (if any)*
 - (b) Conditions of Contract
 - (c) the Purchaser’s Requirements (including the Schedule of Requirements and Technical Specifications)
 - (d) the completed Schedules (including Price Schedules)
 - (e) 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 for the **Procurement For Construction of Washroom and Exterior Paintwork at Peshawar Culture Complex (Nishtar Hall) under PMU KITE DoT** and to remedy defects therein in conformity in all respects with the provisions of the Contract

The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Related Services, *for* the **Procurement For Construction of Washroom and Exterior Paintwork at Peshawar Culture Complex (Nishtar Hall) under PMU KITE**

¹ Within fifteen (15) days after contract signature or as soon as practicable thereafter, 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. The information shall include the name of the Supplier, the Contract Price, the Contract duration and a summary of its scope.

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

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

For and on behalf of the Purchaser:

Signed: _____

in the capacity of *Project Director PMU-KITE DoT*.

For and on behalf of the Supplier:

Signed: _____

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

Witnesses:

Witness No.1:

Name: _____

Signature: _____

CNIC: _____

Witness No.2:

Name: _____

Signature: _____

CNIC: _____

Conditions of Contract

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| 1. Definitions | <p>Boldface type is used to identify defined terms.</p> <ul style="list-style-type: none">a. The Accepted Contract Amount means the amount accepted in the Letter of Acceptance for the execution and completion of the Works and the remedying of any defects.b. The Activity Schedule is a schedule of the activities comprising the construction, installation, testing, and commissioning of the Works in a lump-sum contract. It includes a lump-sum price for each activity, which is used for valuations and for assessing the effects of Variations and Compensation Events.c. The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in GCC 23.d. Bank means the financing institution named in the PCC.e. Bill of Quantities means the priced and completed Bill of Quantities forming part of the Bid.f. Compensation Events are those defined in GCC Clause 42 hereunder.g. The Completion Date is the date of completion of the Works as certified by the Project Manager, in accordance with GCC Sub-Clause 57.1.h. The Contract is the Contract between the Employer and the Contractor to execute, complete, and maintain the Works. It consists of the documents listed in GCC Sub-Clause 2.3 below.i. The Contractor is the party whose Bid to carry out the Works has been accepted by the Employer.j. The Contractor's Bid is the completed bidding document submitted by the Contractor to the Employer.k. The Contract Price is the Accepted Contract Amount stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.l. Days are calendar days; months are calendar months.m. Dayworks are varied work inputs subject to payment on a time basis for the Contractor's employees and Equipment, in addition to payments for associated Materials and Plant.n. A Defect is any part of the Works not completed in accordance with the Contract. |
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| | <p>o. The Defects Liability Certificate is the certificate issued by Project Manager upon correction of defects by the Contractor.</p> <p>p. The Defects Liability Period is the period named in the PCC pursuant to GCC Sub-Clause 38.1 and calculated from the Completion Date.</p> <p>q. Drawings means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract, include calculations and other information provided or approved by the Project Manager for the execution of the Contract.</p> <p>r. The Employer is the party who employs the Contractor to carry out the Works, as specified in the PCC.</p> <p>s. Equipment is the Contractor’s machinery and vehicles brought temporarily to the Site to construct the Works.</p> <p>t. “In writing” or “written” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;</p> <p>u. The Initial Contract Price is the Contract Price listed in the Employer’s Letter of Acceptance.</p> <p>v. The Intended Completion Date is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the PCC. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.</p> <p>w. Materials are all supplies, including consumables, used by the Contractor for incorporation in the Works.</p> <p>x. Plant is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.</p> <p>y. The Project Manager is the person named in the PCC (or any other competent person appointed by the Employer and notified to the Contractor, to act in replacement of the Project Manager) who is responsible for supervising the execution of the Works and administering the Contract.</p> <p>z. PCC means Particular Conditions of Contract.</p> <p>aa. The Site is the area defined as such in the PCC.</p> <p>bb. Site Investigation Reports are those that were included in the bidding document and are factual and interpretative reports about the surface and subsurface conditions at the Site.</p> |
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| | <p>cc. Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Project Manager.</p> <p>dd. The Start Date is given in the PCC. It is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with any of the Site Possession Dates.</p> <p>ee. A Subcontractor is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract, which includes work on the Site.</p> <p>ff. Temporary Works are works designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the Works.</p> <p>gg. A Variation is an instruction given by the Project Manager which varies the Works.</p> <p>hh. The Works are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the PCC.</p> <p>ii. “Contractor’s Personnel” refers to all personnel whom the Contractor utilizes on the Site or other places where the Works are carried out, including the staff, labor and other employees of each Subcontractor.</p> <p>jj. “Key Personnel” means the positions (if any) of the Contractor’s personnel that are stated in the Specification.</p> <p>kk. “ES” means Environmental and Social (including Sexual Exploitation and Abuse (SEA), and Sexual Harassment (SH));</p> <p>ll. “Sexual Exploitation and Abuse” “(SEA)” means the following: <p style="margin-left: 40px;">Sexual Exploitation is defined as any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. In Bank financed operations/projects, sexual exploitation occurs when access to or benefit from a Bank financed Goods, Works, Non-consulting Services or Consulting Services is used to extract sexual gain;</p> <p style="margin-left: 40px;">Sexual Abuse is defined as the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;</p> </p> <p>mm. “Sexual Harassment” “(SH)” is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or</p> |
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| | <p>physical conduct of a sexual nature by the Contractor’s Personnel with other Contractor’s or Employer’s Personnel; and</p> <p>(a) “Employer’s Personnel” refers to the Project Manager and all other staff, labor and other employees (if any) of the Project Manager and of the Employer engaged in fulfilling the Employer’s obligations under the Contract; and any other personnel identified as Employer’s Personnel, by a notice from the Employer or the Project Manager to the Contractor.</p> |
| <p>2. Purchaser, Purchaser’s Country, Project Site/Final Destination</p> | <p>2.1 The Purchaser is: <i>Project Management Unit (PMU) Khyber Pakhtunkhwa Integrated Tourism Development Project (KITE) Department of Tourism (DoT) Government of Khyber Pakhtunkhwa, Pakistan</i></p> <p>2.2 The Purchaser’s Country is: <i>Islamic Republic of Pakistan.</i></p> <p>2.3 The Project Site(s)/Final Destination(s) is/are: <i>Peshawar Culture Complex Nishtar Hall, Peshawar</i></p> |
| <p>3. Incoterms</p> | <p>3.1 The edition of Incoterms that shall apply is: <i>DDP-2023 International Chamber of Commerce, Paris.</i></p> |
| <p>4. Notices and Addresses for notices</p> | <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>A notice shall be effective when delivered or on the notice’s effective date, whichever is later.</p> <p><u>Address for notices to the Purchaser:</u></p> <p><i>Project Director</i></p> <p><i>Project Management Unit (PMU) Khyber Pakhtunkhwa Integrated Tourism Development Project (KITE) Department of Tourism (DoT) Government of Khyber Pakhtunkhwa, Pakistan</i></p> <p><i>Adress: House No. 20 Syed Jamal Ud-din Afghani Road University Town Peshawar</i></p> <p><i>Email: pdkite@kptourism.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></p> <p><i>[title/position]</i></p> <p><i>[department/work unit]</i></p> <p><i>[address]</i></p> |

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| | <i>[Electronic mail address]</i> |
| 5. Governing Law | 5.1 The Contract shall be governed by and interpreted in accordance with the laws of <i>Islamic Republic of Pakistan</i> . |
| 6. Settlement of Disputes | <p>(a) Contract with foreign Supplier: (Not Applicable)</p> <p><i>[unless the Purchaser chooses the commercial arbitration rules of another international arbitral institution, the following sample clause should be inserted:]</i></p> <p>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.</p> <p>(b) Contracts with Supplier national of the Purchaser's Country:</p> <p>In the case of a dispute between the Purchaser and a Supplier who is a national of the Purchaser's Country, the dispute shall be referred to adjudication or arbitration in accordance with the laws of the Purchaser's Country.</p> |
| 7. Shipping and other documents to be provided | 7.1 The Bidder shall provide the delivery challan of the items supplied. |
| 8 Contract Price | <p>8.1 The Contract Price is specified in Price Schedule.</p> <p>8.2 The unit Prices charged by the Supplier for the Goods supplied and the Related Services as applicable performed under the Contract shall not vary from the prices agreed in the Contract.</p> |
| 9 Terms of payment | <p>9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods and Services supplied from within the Purchaser's Country:</p> <p>Payment for Goods and Services supplied from within the Purchaser's Country shall be made <u>in Pak Rupees</u>, as follows:</p> <p>(i) On Acceptance: Hundred 100%percent of the Contract Price shall be paid within thirty (30) days of receipt of the Goods and upon submission of claim supported by the acceptance certificate issued by the Purchaser.</p> |
| 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, |

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| | <p>license fees, and other such levies imposed outside the Purchaser's Country.</p> <p>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.</p> <p>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.</p> |
| 11 Performance Security | 11.1 The performance security shall be 10% of the accepted contract amount in the form of an irrevocable unconditional Bank Guaranty issued by a schedule Bank of Pakistan |
| 12 Subcontractors | 12.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in Supplier's offer. Such notification, in the original offer 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 | 15.1 <i>Supplier Responsibility.</i> |
| 16 Transportation | 16.1 Responsibility for transportation of the Goods DDP and is the supplier responsibility. |
| 17 Site of inspections and tests | 17.1 The inspections and tests shall be conducted at: <i>Peshawar Culture Complex Nishtar Hall, Peshawar.</i> |

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| 18 Delivery Date and Completion Date | <p>18.1 Project Site: <i>Peshawar Culture Complex Nishtar Hall, Peshawar</i></p> <p>18.2 The Delivery Date of the Goods shall be: 10days after issuance of Purchase/Work Order.</p> <p>18.3 The Completion Date of Related Services shall be: 60 Days after issuance of Purchase order.</p> |
| 19 Liquidated damages and bonuses | <p>19.1 The liquidated damage shall be 0.5% of the price of the delayed Goods or unperformed Services] for each week or part thereof of delay until actual delivery or performance.</p> <p>The maximum amount of liquidated damages shall be <i>10%</i> of the Contract Price. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC 26.</p> |
| 20 Warranty | <p>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.</p> <p>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.</p> <p>20.3 The warranty shall remain valid for <i>12</i> months after complete delivery of the Goods, and acceptance of the goods by the purchaser.</p> <p>20.4 The period for repair or replacement after being notified of the defect by the Purchaser shall be <i>07</i> days.</p> <p>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.</p> <p>20.6 For purposes of this warranty, the place(s) of final destination(s) shall be: <i>Peshawar Culture Complex Nishtar Hall, Peshawar.</i></p> |
| 21 Copyright | <p>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,</p> |

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| | 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 the attachment 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 direct contracting process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p> |
| 23 Inspections and Audit by the Bank | <p>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 respect to the direct contracting process or contract execution. 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).</p> |
| 24 Limitation of Liability | <p>24.1 Except in cases of criminal negligence or willful misconduct,</p> <ul style="list-style-type: none"> (a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and (b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement. |
| 25 Force Majeure | <p>25.1 The Supplier shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, or termination for</p> |

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| | <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</p> |

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
 - (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.

1. Bill of Quantities / Price Schedule

| Washrooms Renovation | | | | | |
|-----------------------------|---|------|----------|----------------|-------------------|
| Item no | Description | Unit | Quantity | Unit Rate (Rs) | Total Amount (Rs) |
| 1 | Sanitary Items | | | | |
| a. | Providing and fixing best quality, White, ceramic One-Piece English WC. Complete in all respect | No | 10 | | |
| b. | Providing and fixing best quality Mixer for WHB (Wash hand Basin) | No | 18 | | |
| c. | Providing and Fixing best quality Chromium plated Muslim showers | No | 24 | | |
| d. | Providing and fixing best quality Chromium plated Muslim shower Tap | No | 22 | | |
| e. | Providing and fixing best quality Flush tank | No | 9 | | |
| f. | Providing and fixing best quality Floor Trap | No | 32 | | |
| g. | Providing and fixing best quality Chromium plated Toilet paper holder | No | 22 | | |
| h. | Providing and fixing best quality Chromium plated paper towel dispenser | No | 9 | | |
| i. | Providing and fixing best quality Soap dispenser. | No | 8 | | |
| j. | Dustbin Padel operated. | No | 9 | | |
| 2 | Providing and fixing of aluminium door with frame complete in all respect | Job | | | |
| Sub Total -I | | | | | |

2. Bill of Quantities

| NISHTAR HALL PESHAWAR RENOVATION WORKS | | | | | |
|--|--|------|-----|-----------|-------------|
| Washrooms Tiles Abaseen Arts council washrooms: | | | | | |
| S.No | Description of Items | Unit | QTY | Rate (Rs) | Amount (Rs) |
| 1 | Providing and fixing of ceramic tiles on walls of size 24"x24" setting in bond over mortar base, including filling the joint and washing the tile etc complete | Sft | 300 | | |
| 2 | Providing and fixing ceramic floor tiles of approved quality size 12"x12" complete | Sft | 150 | | |
| Sub Total-II | | | | | |

3. Bill of Quantities

| EXTERNAL WHITE WASHING NISHTAR HALL PESHAWAR RENOVATION WORKS | | | | | |
|--|---|-------------|------------|-------------|---------------|
| S.NO | Description of Items | Unit | Qty | Rate | Amount |
| 1 | Preparing surface and painting with snowcem/weather shield paint, 2nd & subsequent coats, Extra labours for painting for height upto 70 ft. | SFT | 46300 | | |
| Sub Total- III | | | | | |

| Sr No. | Bill of Quantities | Sub Total | Amount in PKR |
|---|---------------------------|------------------|----------------------|
| 1 | Bill of Quantities-1 | Sub Total-I | |
| 2 | Bill of Quantities -2 | Sub Total-II | |
| 3 | Bill of Quantities-3 | Sub Total-III | |
| Grand Total Sub Total (I+II+III) | | | |

Attachment A to the Conditions of Contract

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

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

- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring 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;² (ii) to be a nominated³ 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 inspect⁴ 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

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 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.