



OFFICE OF THE
PROJECT DIRECTOR
SINDH PROVINCIAL ROADS IMPROVEMENT
PROJECT, BUNGALOW # E/95, SINDHI MUSLIM
HOUSING SOCIETY QASIMABAD, HYDERABAD

Telephone No: 022-9201230
Fax No: 022-9201230

No. PD / SPRIP / 1344 of 2020,
Hyderabad dated. 04-12-2020

CORRIGENDUM

The date of issuance and opening of Quotations for Goods (2nd attempt) invited vide this office No. PD/SPRIP/1227/2020 dated 06-11-2020 is hereby extended and re-fixed as under:


Read as:

- i) Date of issuance: 11-12-2020 to 30-12-2020 (during office hours)
- ii) Last Date for receipt of Quotations : 31-12-2020 (up to 1:00 PM)
- iii) Date of opening: 31-12-2020 (at 2:00 PM)

Instead of:

- i) Date of issuance: 30-11-2020 to 15-12-2020
- ii) Date of receipt and opening: 16-12-2020.

All other terms and conditions mentioned earlier will remain the same


DEPUTY DIRECTOR
PROCUREMENT & CONTRACTS
SINDH PROV: ROADS IMPROVEMENT PROJECT
WORKS & SERVICES DEPARTMENT
HYDERABAD

Copy forwarded with compliments for favour of information to:-

1. The Secretary to Government of Sindh, Works & Services Department, Karachi.
2. The P.S to Minister, Works & Services Department, Karachi.
3. The Country Director, Asian Development Bank, Pakistan Resident Mission, Islamabad.
4. The Sindh Public Procurement Regulatory Authority for publishing at their website.
5. The Director Information (Advertisement) Public Relation Department, Government of Sindh Block 96 Karachi (along with six copies) for publication in the leading newspapers of English, Urdu and Sindhi for wide publicity.



E/95, SINDH MUSLIM HOUSING SOCIETY, QASIMABAD, HYDERABAD -
PH: (022) 9201230 FAX: (022) 9201230

MINUTES OF BID OPENING MEETING

The meeting in connection with opening of the Bids invited vide letter No. PD/SPRIP/1227/2020, dated: 06-11-2020 and even No. PD/SPRIP/DDP&C/1273 of 2020, dated: 17-11-2020 for "Procurement of Road Asset Management Hardware for Establishment of Basic Road Asset Management (RAMS) Unit in the Office of Project Director Sindh Provincial Roads Improvement Project Hyderabad" was held in the Office of Project Director, SPRIP, Hyderabad on 30-11-2020 at 2:00 PM. The Bid Opening meeting was chaired by the Project Director, SPRIP and attended by the members of the Procurement Committee (List of the participants is attached as **Annexure-A**). The Chair welcomed to all the participants and started the meeting with the name of Almighty ALLAH.

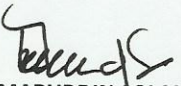
2. The Bids were opened exactly at 2:00 PM by the procurement committee and it was found out that only one bid was received through TCS and the same was opened before the committee members whereas and no bidder/supplier attended the bid opening meeting at the fixed date and time.

3. The Bid submitted by the bidder found containing only one item i.e. Image Runner Advance Canon Color iR 3725i amounting PKR 740,000/- out of seven (07) items as mentioned in the Request for Quotation (RFQ) for Goods. The bid amount was loudly read out by the Chair and encircled the same.

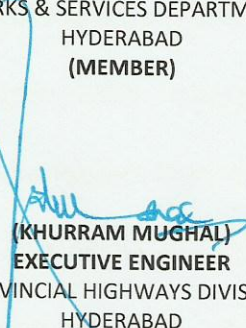
4. Neither Bid submitted by M/s Shirazi Trading Company (Private) Limited was based on total items mentioned in RFQ nor it was supported with Bid Security in the shape of Bank Guarantee / Call Deposit / Pay Order as required under SPPRA Rules 2019.

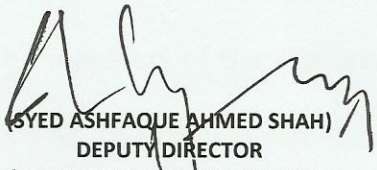
5. Hence, the procurement committee decided to reject the Bid submitted by M/s Shirazi Trading Company (Private) Limited and recommend that RFQs shall be re-issued according to schedule of issuance and opening of Bids in 2nd attempt.

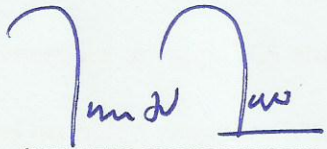
The meeting ended with a vote of thanks from and to the Chair.


(QAMARUDDIN SOLANGI)
DIVISIONAL ACCOUNTS OFFICER
PROJECT MANAGEMENT UNIT (PMU)
SINDH PROVL: ROADS IMPROVEMENT PROJECT
WORKS & SERVICES DEPARTMENT
HYDERABAD
(MEMBER)


(SHOUKAT ALI MEMON)
EXECUTIVE ENGINEER
PUBLIC HEALTH ENGINEERING DIVISION
MIRPURKHAS
(MEMBER)


(KHURRAM MUGHAL)
EXECUTIVE ENGINEER
PROVINCIAL HIGHWAYS DIVISION
HYDERABAD
(MEMBER)


(SYED ASHFAQU AHMED SHAH)
DEPUTY DIRECTOR
(PROCUREMENT & CONTRACTS)
PROJECT MANAGEMENT UNIT (PMU)
SINDH PROVL: ROADS IMPROVEMENT PROJECT
WORKS & SERVICES DEPARTMENT
HYDERABAD
(MEMBER)


(MUSHTAQ AHMED MEMON)
PROJECT DIRECTOR
PROJECT MANAGEMENT UNIT (PMU)
SINDH PROVL: ROADS IMPROVEMENT PROJECT
WORKS & SERVICES DEPARTMENT
HYDERABAD
(CHAIRMAN)

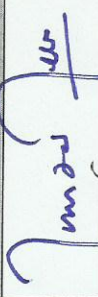

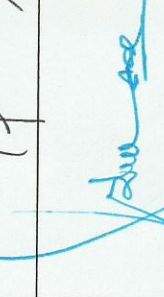
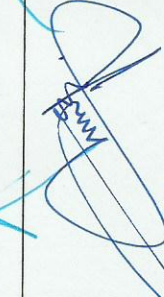
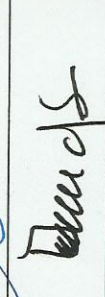
LOAN 3305-PAK: SINDH PROVINCIAL ROADS IMPROVEMENT PROJECT (SPRIP)

**ATTENDANCE SHEET OF PROCUREMENT COMMITTEE MEMBERS FOR
PROCUREMENT OF ROAD ASSET MANAGEMENT SOFTWARE & HARDWARE FOR
ESTABLISHMENT OF BASIC ROAD ASSET MANAGEMENT (RAMS)**

NIT ID: T01146-20-0001

Place: Office of the Project Director, Sindh Provincial Roads Improvement Project,
Bungalow No. E/95, Sindhi Muslim Society, Qasimabad, Hyderabad

Date of Opening: 30th November, 2020 at 2:00 PM

S.No.	Name of Participants	Designation	Contact No.	Signature
1	Mr. Mushtaq Ahmed Memon	Project Director, PMU, SPRIP, W&S Dept. / Chairman	022-920 1230	
2	Syed Ashfaq Ahmed Shah	Deputy Director (Procurement & Contracts), PMU, SPRIP, W&S Dept. / Member	0300-3094713	
3	Mr. Khurram Mughal	Executive Engineer, Provincial Highways Division Hyderabad / Member	0321-2353590	
4	Mr. Shoukat Memon	Executive Engineer, Public Health Engineering Division, Mirpurkhas / Member	0300 9379864	
5	Mr. Qamaruddin Solangi	Divisional Accounts Officer, PMU, SPRIP, W&S Dept. / Member	0300-3062715	



Telephone No: 022-9201230
Fax No: 022-9201230

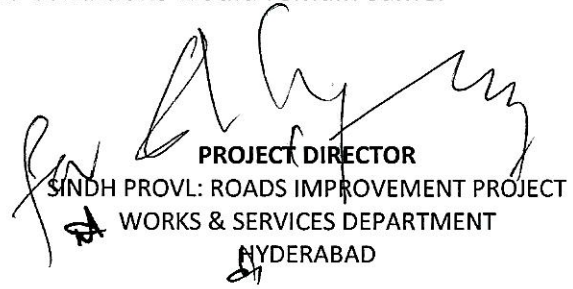
OFFICE OF THE
PROJECT DIRECTOR
SINDH PROVINCIAL ROADS IMPROVEMENT
PROJECT, BUNGALOW # E/95, SINDHI MUSLIM
HOUSING SOCIETY QASIMABAD, HYDERABAD
No. PD / SPRIP / DDP&C / 1273 of 2020,
Hyderabad dated. 17.11.2020.

Request for Quotation (RFQ) for Goods

CORRIGENDUM

The dead line for submission of Bids invited vide this office No. PD/SPRIP/1227 dated 06-11-2020 may be read as 30th November 2020 instead of 27th November 2020.

However, all other terms and conditions would remain same.


PROJECT DIRECTOR
SINDH PROVL: ROADS IMPROVEMENT PROJECT
WORKS & SERVICES DEPARTMENT
HYDERABAD

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2. The P.S to Minister, Works & Services Department, Karachi.
3. The Country Director, Asian Development Bank, Pakistan Resident Mission, Islamabad.
4. The Sindh Public Procurement Regulatory Authority for publishing at their website.
5. The Director Information (Advertisement) Public Relation Department, Government of Sindh Block 96 Karachi (along with six copies) for publication in the leading newspapers of English, Urdu and Sindhi for wide publicity.



OFFICE OF THE PROJECT DIRECTOR
SINDH PROVINCIAL ROAD IMPROVEMENT
PROJECT, BUNGALOW NO E/95 SINDHI MUSLIM HOUSING
SOCIETY QASIMABAD, HYDERABAD.

NO:PD/SPRIP/
DATED:

1227

/ 2020
06.11.2020

TELEPHONE : 022-9201230
FAX: 022-9201230

Request for Quotation (RFQ) for Goods

Project Director, Project Management Unit, Sindh Provincial Roads Improvement Project invites quotations from the eligible interested suppliers for the **Procurement of Road Assets Management Software and Hardware's for Establishment of Basic Road Asset Management (RAMS) Unit in the Office of Project Director Sindh Provincial Roads Improvement Project Hyderabad.**

S/No	Description	Quantity
	G2	
1	Server Unit	01 No
2	Data Backup servers	01 No
3	Workstation for RAMS and Database	03 Nos
4	Notebook computer	01 No
5	Color Laser Printer with Scanner Option (A3 Size)	01 No
6	Color Inkjet Printer with Scanner Option (A4/Legal Size)	01 No
7	UPS Units 3 KVA	01No

Interested bidders/supplier shall establish that

- Holds NTN, Sales, TaxNumber, and SRB registration
- Is an authorized dealer for at least last threeyear;
- Goods quoted have been in production for at least three years;and
- There is sufficient outlets/availability of the spares parts in Hyderabad/KarachiSindh.

Information regarding the technical specifications for the proposed Package is given in the quotation forms available from the date of publication up to 26-11-2020 during office working hours from 9:00 AM to 5:00 PM. The documents can be downloaded from SPPRA's Website or procured from:-

Project Director, Project Management Unit,
Sindh Provincial Road improvement Project
Works and Services Department Sindh,
Bungalow No.E/95 Sindhi Muslim Housing Society Qasimabad Hyderabad.

Phone No.022-9201230
Fax:No. 022-9201230

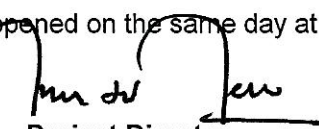
"The deadline for receipt of sealed quotation(s) at the following address is **27.11.2020 up to 1 p.m. and opened on the same day at 2:00 PM**

The Purchaser reserves the right to reject any or all quotations.

In case of un-responded or rejected quotations, same would be issued and opened on the following date:

Date of Issue: From 30-11-2020 to 15-12-2020

Date of receipt and opening on or before 16-12-2020 up to 1:00 PM and opened on the same day at 2:00 PM


Project Director
Project Management Unit,
Sindh Provincial Road Improvement Project
Works and Services Department Sindh.

Copy forwarded with compliments to:-

1. Secretary Works and Services Department Government of Sindh Karachi for favor of information,please
2. The PS to Minister, Works and Services Department Karachi for information.
3. The Country Director, ADB Pakistan Resident Mission Islamabad for information.
4. The Director Information (Advertisement) Public Relation Department Government of Sindh Block 96 Karachi (along with six copies) for information and publication in the leading newspapers of English, Urdu and Sindhi for wide publicity.

**LOAN 3305-PAK:
SINDH PROVINCIAL ROAD IMPROVEMENT
PROJECT (SPRIP)**

**REQUEST FOR QUOTATIONS FOR
PROCUREMENT OF ROAD ASSETS MANAGEMENT
SOFTWARE AND HARDWARE'S
FOR
ESTABLISHMENT OF
BASIC ROAD ASSET MANAGEMENT (RAMS) UNIT
IN THE OFFICE OF
PROJECT DIRECTOR
SINDH PROVINCIAL ROAD IMPROVEMENT
PROJECT HYDERABAD**

Ref No:RFQG/RAMS/SPRIP/G2

REQUEST FOR QUOTATION - GOODS (RFQG)

Project Title : **Sindh Provincial Roads Improvement Project (SPRIP)**

Source of Funding : Asian Development Bank

Contract Ref : RFQG/RAMS/SPRIP/G2

Date of Issue of Request: _____.____.____

To

Sir/Madam:

1. The **Project Management Unit – Sindh Provincial Roads Improvement Project (PMU-SPRIP)** hereby requests you to submit price quotation/(s) for the supply of the following items for Establishing Basic Road Assets Management Unit in the Office of Project Director Sindh Provincial Roads Improvement Project Hyderabad :

S/No	Description	Quantity
	G2	
1	Server Unit	01 No
2	Data Backup servers	01 No
3	Workstation for RAMS and Database	03 Nos
4	Notebook computer	01 No
5	Color Laser Printer with Scanner Option (A3 Size)	01 No
6	Color Inkjet Printer with Scanner Option (A4 / Legal Size)	01 No
7	UPS Units 3 KVA	01 No

Note: Warranty period will be started after installation, testing, calibration and commissioning of the equipment. The bid security in the shape of call deposit, pay order or bank guarantee equivalent to 5% of total bid amount will be provided along with sealed quotation.

To assist you in the preparation of your price quotation we enclose the necessary **Supply and Delivery Schedule, Technical Specifications, Form of Quotation and draft Contract.**

2. If you/your firm, however, falls under any of the following conditions, your proposal shall not be considered:
- (a) you/your firm are/is not a citizen/national of an ADB member country, or
 - (b) you/your firm have/has been associated with the firm that prepared the design and specifications, or engaged in the preparation of the Project for which the contract that is subject of this request for quotations was identified, or
 - (c) you/your firm are/is owned by the Purchaser, or
 - (d) you/your firm are/is currently sanctioned or temporarily suspended by the Asian Development Bank for a violation of its Anticorruption Policy (1998, as amended to date), or
 - (e) the importation of goods or services from your country or any payment to persons or entities in your country is prohibited in compliance with a decision of the United Nations Security Council

under Chapter VII of the Charter of the United Nations.

3. To be qualified, you must attach a document of your experience as supplier in at least one contract in the last 3 years of a size and nature similar to the items in the supply schedule of this contract.
4. Your quotation should be submitted in accordance with the following instructions, procedures, and the terms and conditions of the **Contract**.

Preparation of Quotations

- (a) Your price quotation/(s) shall be before all the items as described in attached documents and submitted with the priced **Supply, Delivery and Price Schedule**. The currency of quoted prices and payment shall be in PKR.
- (b) You shall submit only one set of quotations for the above items. Your quotation must be typed and shall be signed by you or your authorized representative. Without a signature in your **Form of Quotation**, your quotation will not be considered further.
- (c) Your quotation(s) should be valid for a period of 90 days from the deadline for submission of the quotation/(s) as indicated below. If you withdraw your quotation during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Suppliers for the project for two years.
- (d) You are supposed to supply items for establishing a Basic Road Assets Management Unit in the Office of Project Director Sindh Provincial Road Improvement Project Hyderabad with all networks, connections and running of Hardware and Software to the satisfaction of Project Director.

Submission and Opening

Your **Form of Quotation** with the required documents may be submitted electronically by email or by hand and courier to the following address:

Purchaser Address:	Project Management Unit (PMU) Sindh Provincial Road Improvement Project, Bungalow No E/95 Sindhi Muslim Housing Society Qasimabad, Hyderabad
Telephone:	+92 (022) 9201230
E-mail:	pd@spripws.gos.pk

Evaluation and Comparison

- (e) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.
- (f) In evaluating the quotations, the Purchaser will adjust for any arithmetical errors as follows:
 - (i) where there is a discrepancy between amounts in figures and in words, the amount in words will govern; and
 - (ii) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

If you refuse to accept the correction, your quotation will be rejected.

Award of Contract

- (g) The Purchaser shall award the contract to the Supplier whose quotation has been determined to be substantially responsive to this **Request for Quotation** and who has offered the lowest price quotation.
- (h) The Supplier whose quotation has been accepted will be notified by the Purchaser after 3 working days from the date of hoisting on SPPRA website through the return of a copy of the **Form of Quotation with Acceptance** signed by the authorized representative of the Purchaser.
- (i) The successful Supplier shall submit Performance Security equivalent to 10% of total bid amount in the form of Deposit at Call or Pay Order or a Bank Guarantee issued by a scheduled bank in Pakistan and sign the **Contract** governed by the **Contract Terms and Conditions**.

5. Further information can be obtained from:

Name:	Project Director Project Management Unit Sindh Provincial Road Improvement Project
Address:	Office of the Project Director Sindh Provincial Road Improvement Project Bungalow No E/95 Sindhi Muslim Housing Society Qasimabad, Hyderabad
Telephone:	+92 (22) 9201230
E-mail:	pd@spripwsd.gos.pk

6. The Purchaser intends to apply funds from the **Asian Development Bank (ADB)** for eligible payments under the **Contract** resulting from this **Request for Quotation**.
7. Under **ADB's Anticorruption Policy** (1998, as amended to date), suppliers shall observe the highest standard of ethics during the procurement and execution of such contracts. ADB may reject a proposal for award, and may impose sanctions or other remedial actions on parties involved, if it determines that the supplier recommended for award or any other party, directly or through an agent, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices or other integrity violations in competing for, or in executing, the Contract. At the time of submission of your quotation, you should not be in ADB's sanctions list. A firm/individual shall not be eligible to participate in any procurement activities under an ADB-financed, -administered, or -supported project while under temporary suspension or debarment by ADB pursuant to its Anticorruption Policy, whether such debarment was directly imposed by ADB, or enforced by ADB pursuant to the Agreement for Mutual Enforcement of Debarment Decisions.
8. You/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any subcontractors or suppliers for any part of the Contract, are not, or have never been, temporarily suspended, debarred, declared ineligible, or blacklisted by the purchaser's country, any international organization, and other donor agency.

If so debarred, declared ineligible, temporarily suspended, or blacklisted, please state details (as applicable to each joint venture partner, associate, parent company, affiliate, subsidiaries, subcontractors, and/or suppliers):¹

(a) Name of Institution: _____

(b) Period of debarment, ineligibility, or blacklisting (start and end date): From _____ To _____

¹ Any such disclosure shall be forwarded by the Purchaser to ADB.

(c) Reason for the debarment, ineligibility, or blacklisting corrupt and fraudulent practices

9. You/your firms', joint venture partners', associates', parent company's affiliates' or subsidiaries', including any subcontractors' or suppliers', key officers and directors have not been [charged or convicted] of any criminal offense (including felonies and misdemeanors) or infractions/violations of ordinance which carry the penalty of imprisonment.

If so charged or convicted, please state details:²

(a) Nature of the offense/violation: _____

(b) Court/Area of jurisdiction: _____

(c) Resolution (i.e. dismissed; settled; convicted/duration of penalty): _____

(d) Other relevant details:

10. You/your firm understands that it is your obligation to notify ADB should you/your firm, joint venture partners, associates, parent company, affiliates or subsidiaries, including any Subcontractors or Suppliers, be temporarily suspended, debarred or become ineligible to work with ADB or any other multilateral development banks, the purchaser's country, international organizations, and other donor agencies, or any of your key officers and directors be charged or convicted of any criminal offense or infractions/violations of ordinance which carry the penalty of imprisonment.
11. Any misrepresentation that knowingly or recklessly misleads, or attempts to mislead may lead to the automatic rejection of the quotation/bid or cancellation of the contract, if awarded, and may result in remedial actions, in accordance with ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015 as amended from time to time).
12. A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified.
13. Please confirm by fax/e-mail the receipt of this request and whether or not you will submit the price quotation(s).

Sincerely,

(Purchaser)

² Any such disclosure shall be forwarded by the Purchaser to ADB.

Attachment 1

SUPPLY, DELIVERY AND INSTALLATION SCHEDULE

Total completion time is 90 days after signing of contract.

1. Delivery of hardware on-site and office (15 days)
2. Installation on site (30 days)
3. Testing and commissioning of hardware and software (30days)
4. Training within 15 days after testing and commissioning

Item	Description	Unit	Quantity	Unit Price	Total Price

Attachment 2

TECHNICAL SPECIFICATIONS

S/No	Description	Specifications	
1	1 x Server Unit (as per specification)	Model	Rack Mount Server 2U (Chassis 3.5" x 8 Hot Plug Hard Drives) or equivalent
		Chassis	3.5" Chassis with upto 8 Hard Drives
		Processor	Latest Gen Intel Xeon Silver 4208 2.1 GHz 8C/16T, 9.6GT/s, 11M Cache, (85W) Dual Processor
		Memory	128 GB RDIMM, 2666MT/s, Dual Rank, ECC Registered Memory
		Hard Drive	32 TB SAS 3.5 inch 7.2k RPM Hot Plug Hard Drive
		PERC Card	Raid Controller H730p Mini Height, 2GB NV Cache
		IDRAC	IDRAC9 Express (Integrated Remote Access Controller) (14G)
		Network Card	Broadcom 5720 QP 1 GB Network Daughter Card (ON-BOARD LOM 1 GBE)
		Optical Drive	DVD+/RW SATA Internal
		Power Supply	Dual, Hot-Plug Redundant Power Supply 750W (1+1)
		Ready Rails	Ready Rails Sliding Rails
		Cable Arm	Cable Arm Management
		Bazel	Quick Sync Bezel
2	1 x Data Backup servers (as per specification)	Server	POWER eEDGE™ r740 25 Rack Mount Server 8LFF Drive Bay or equivalent
		Processor	2x Intel® Xeon® Silver 4208 Processor (11M Cache, 2.10 GHz) 8C or equivalent
		RAM	4x 32 GB RDIMM, 2666MT/s, Dual Rank
		Hard Drive	4x DELL 8TB SAS 12 Gbps 7.2K RPM 3.5 in Hot Plug HDD
		RAID	PERCH730P RAID Controller 2 GB NV Cache
		Network Card	Broadcom 5720 dual Port 1 GbE BASE-T rNDC
		Rails	Ready Rails Sliding Rails with Cable Management Arm
		Power Supply	Dual Hot-plug, Power Supply (1+1), 750W
		IDRAC	iDRAC9 Express
		Optical Drive	DVD+/- RW ROM, SATA, Internal
		Warranty	03years Pro Support Next Business Day

S/No	Description	Specifications
3	3 x Workstation for RAMS and Database (as per specification)	Intel ® core i9, 32GB, 3 TB SSD, DVD/RW, Window 10 Pro, KB/MOUSE Wireless, 8 GB Graphic Card, 27" LED 4K Screen or equivalent 1 year warranty
4	1 x Notebook computer (as per specification)	CORE i9,10th GENERATION 32GB RAM 1 TB HARD DISK 8 GB GRAPHIC 15.6" INCH SCREEN or equivalent
5	1 x Color ink jet all in one Printer with Scanner, Copier (A3 Size)	ePrint; Apple/Android AirPrint™; Wireless direct printing; Google Cloud Print™, up to 25 sheet Print B&W and B, 2.5" LCD with touch format, 100 sheet memory
6	1 x Color Inkjet all in one Printer with Scanner (A4/Legal Size)	ePrint; Apple/Android AirPrint™; Wireless direct printing; Google Cloud Print™, LCD with touch format, 100 sheet memoryPrint, copy, scan, fax Print speed up to 22 ppm (black) and 18 ppm (color) Automatic two-sided printing
7	1 x UPS Units 3 KVA	UPS APC 3 KV or equivalent

FORM OF QUOTATION (Goods)

_____ (Date)

To:

Project Director
Project Management Unit
Sindh Provincial Road Improvement Project
Office of the Project Director
Sindh Provincial Road Improvement Project
Bungalow No E/95 Sindhi Muslim Housing Society Qasimabad, Hyderabad
+92 (22) 9201230
pd@sripwds.gos.pk

We offer to execute the **RFQG/RAMS/SPRIP/G2** in accordance with the **Contract Terms and Conditions** and the priced **Supply and Delivery Schedule** accompanying this Quotation for the Contract Price of _____ [amount in words and numbers] (_____) [name of currency] _____. We propose to complete the delivery of Goods described in the Contract within the Delivery Time indicated in the priced **Supply and Delivery Schedule**.

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

We hereby confirm that this Quotation complies with the Validity of the Offer and Warranty conditions imposed by the **Request for Quotation** document and the **Contract Terms and Conditions**, respectively.

We: (a) are a national of an ADB member country; (b) have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for quotation; (c) are not owned by the Purchaser; (d) are not currently sanctioned or temporarily suspended by the Asian Development Bank; and (e) to the best of our knowledge, is not prohibited from being contracted in compliance with a decision of the United Nations Security Council.

Name of Supplier : _____
Authorized Signature : _____
Name of Signatory : _____
Title of Signatory : _____
Address : _____
Telephone Number : _____
Fax Number, if any : _____
Email address (optional): _____

ACCEPTANCE

The Purchaser accepts the Supplier's offer to supply and deliver the goods. Attached is the Contract with accepted Contract price for Supplier's signature to be submitted to the Purchaser within 15 days from receipt. *[At the option of the Purchaser, add: Please provide a Performance Security for the due performance of the Contract, within 15 days of receipt of this returned **Form of Quotation**, in the amount equivalent to 10% of the Contract Price.]*

Name of Purchaser : _____
Authorized Signature: _____
Name of Signatory : _____
Title of Signatory : _____
Date : _____

CONTRACT (TO BE MODIFIED ACCORDING TO THE CONDITIONS OF SUPPLIERS)

Name of Country:

Project Name: Supply of Hardware and Softwares for Establishing of Basic RAMS Unit in the Office of the Project Director, Sindh Provincial Road Improvement Project, Bungalow No E/95 Sindhi Muslim Housing Society Qasimabad, Hyderabad

Name of Contract: _____

Contract Number _____

This Contract is entered into on ___[date]___ day of ___[month]___, ___[year]___, between ___[name of Purchaser]___ (hereinafter called "the Purchaser") on the one part, and ___[name of Supplier]___ (hereinafter called "the Supplier") on the other part.

Whereas the Purchaser has requested for quotation for _____ [description of goods] to be supplied by Supplier in accordance with the **Contract**, and has accepted the Quotation by the Supplier in the amount of ___[amount in words]___ [amount in figures] hereinafter called "the Contract Price".

The Purchaser and the Supplier agree as follows:

1. The following documents shall be deemed to form and be read and construed as part of this Contract, viz:
 - a) **Form of Quotation, with Supply and Delivery Schedule;**
 - b) **Contract Terms and Conditions;** and
 - c) **Technical Specifications**
2. Taking into account payments to be made by the Purchaser to the Supplier as provided herein, the Supplier hereby enters into this **Contract** with the Purchaser to execute and complete the supply of goods under the Contract and remedy any defects therein in conformity with the provisions of this **Contract** and its **Terms and Conditions**.
3. The Purchaser agrees to pay the Supplier, in consideration of the supply and delivery of the goods and the remedying of defects therein, the **Contract Price** as indicated and accepted in the **Form of Quotation**, under payment terms stipulated in the **Contract Terms and Conditions**.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of _____ [country of Purchaser] on the date indicated above.

Signature and seal of the Purchaser:
For and on behalf of

Signature and seal of the Supplier:
For and on behalf of

Name of Authorized Representative

Name of Authorized Representative

CONTRACT TERMS AND CONDITIONS

Project Name: _____ Purchaser: _____
Package No. _____

1. Definitions

- (a) "Contract" means the agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendixes, and all documents incorporated by reference therein.
- (b) "Contract Documents" means the documents listed in the Agreement, including any amendments thereto.
- (c) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (d) "Delivery" means the transfer of the Goods from the Supplier to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (e) "Completion" means the fulfilment of the delivery and any related service by the Supplier in accordance with the terms and conditions set forth in the Contract.
- (f) "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.
- (g) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the SCC.
- (h) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Supplier.
- (i) "ADB" is the Asian Development Bank.

2. Applicable Law

- 2.1 The Contract shall be interpreted in accordance with the laws of the Purchaser's country.

3. Language

- 3.1 All communications and documents related to the Contract shall be in English.

4. Assignment

- 4.1 Any assignment of this Contract or of any rights hereunder, in whole or in part without the prior written consent of the Purchaser shall be void.

5. Fraud and Corruption

- 5.1 This Contract shall be covered by the provisions of ADB's Anticorruption Policy (1998, as amended to date) and Integrity Principles and Guidelines (2015, as amended from time to time) that requires Borrowers (including beneficiaries of ADB-financed activity), as well as Suppliers and Contractors under ADB-financed contracts, to observe the highest standard of ethics during the procurement and execution of such contracts.

6. Fixed Contract Price

- 6.1 The prices indicated in the Form of Quotation are firm and fixed and not subject to any adjustment during contract performance.

7. Delivery Schedule

- 7.1 The delivery should be completed as per schedule indicated in the **Supply and Delivery Schedule** but not exceeding _____ months from the date of signing of contract.

8. Required Technical Specifications (with attachments as necessary)

- (a) General Description
- (b) Specific details and technical standards
- (c) Performance Parameters

Supplier confirms compliance with above specifications.

9. Delivery and Documents

- 9.1 Upon delivery, the Supplier shall provide the following documents to the Purchaser:

- (a) copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- (b) manufacturer's or supplier's warranty certificate; and
- (c) certificate of origin.

If goods are coming by courier, supplier shall also provide prior to delivery, copies of documents that will enable Purchaser to receive the goods. The above documents shall be received by the Purchaser at least one week before arrival of the goods and, if not received, the Supplier shall be responsible for any consequent expenses.

10. Taxes and Duties

- 10.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

11. Payment

- 11.1 Payment of the contract price shall be made in the following manner:

- (a) (Optional advance payment) 10% within 14 days of signing the contract. Payment shall be made upon presentation by Supplier of verifiable proof of availability of goods ready for shipment/delivery.
- (b) 90% (or 80% if advance payment made) within 30 days from receipt by the Purchaser of the delivered goods on site in accordance with the contract (or whatever is appropriate for the goods being procured) including the required documents; and
- (c) 10% within 14 days upon submission of Supplier's claim supported by the acceptance certificate issued by the Purchaser.

12. Warranty

- 12.1 Goods offered should be covered by manufacturer's warranty for at least 12 months from the date of delivery to the Purchaser.

13. Defects

- 13.1 All defects will be corrected by the Supplier without any cost to the Purchaser within 30 day from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the Supplier within the warranty period are:

Facility _____

Address _____

14. Resolution of Disputes

- 14.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of an unresolved dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the provisions of the _____ [arbitration law or rules of the Purchaser's country].

15. Failure to Perform

- 15.1 The Purchaser may cancel the Agreement if the Supplier fails to deliver the Goods, in accordance with the above terms and conditions, despite a 14-day notice given by the Purchaser, without incurring any liability to the Supplier.

16. Force Majeure

- 16.1 The supplier shall not be liable for penalties 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.

- (a) For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, act of Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- (b) 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 Force Majeure event.

17. Termination Due to Integrity Violation

- 17.1 The Purchaser may terminate this Contract, in whole or in part, if the Supplier, in the judgment of the Purchaser has engaged in integrity violations in accordance with Clause 5 [Fraud and Corruption], in competing for or in executing this Contract.

18. Accounts and Records

- 18.1 The Supplier shall keep accurate and systematic accounts and records in respect of the delivered goods in such form and detail as are customary in the industry, for a period of no less than 3 years after the expiration or termination of this Contract.

19. Suspension of ADB Loan or Credit

- 19.1 In the event that ADB suspends the Loan or Credit to the Purchaser, from which part of the payments to the Supplier are being made,
- (a) The Purchaser is obligated to notify the Supplier, with copy to the Purchaser's representative, of such suspension within 7 days of having received ADB's suspension notice.
 - (b) if the Supplier has not received sums due it within the 28 days for payment provided for in Clause 11 [Payments], the Supplier may immediately issue a 14-day termination notice.