



Non Consulting Services

Request for Quotations

Training for Solar Technicians for SHS Sales & Installations

March 2022

Request for Quotations of Non Consulting Services

Procurement of: Training for Solar Technicians for SHS Sales & Installations

Employer: Sindh Energy Department

Project: Sindh Solar Energy Project

Contract title: Training for Solar Technicians for SHS Sales & Installations

Country: Pakistan

Loan No. /Credit No. / Grant No.: 62580-PK

RFB No: PK-SED-254859-NC-RFQ

Issued on: 21-03-2022

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Request for Quotations

Training for Solar Technicians for SHS Sales & Installations

RFB No: PK-SED-254859-NC-RFQ

RFQ Date: March 21, 2022

To: _____ [*insert Supplier's name*]

Dear [*insert name of Supplier's representative*]:

Request for Quotation (RFQ)

1. The Energy Department, Government of Sindh (hereinafter called “the Client” or “SED”) has received financing from the World Bank toward the cost of the Sindh Solar Energy Project, and intends to apply part of the proceeds toward payments under the contract for Training for Solar Technicians for SHS Sales & Installations.
2. The Project Management Unit, Sindh Solar Energy Project, now invites sealed Bids from eligible Bidders for Training for Solar Technicians for SHS Sales & Installations in 10 District. The number of Participants will be approx. 300.
3. Bidding will be conducted through international competitive procurement using a Request for Quotation (RFQ) as specified in the World Bank’s “Procurement Regulations for IPF Borrowers” Procurement Regulations for IPF Borrowers July 2016 (revised November 2017 & August 2018) (“Procurement Regulations”), and is open to all eligible Bidders as defined in the Procurement Regulations.
4. Interested eligible Bidders may obtain further information from Project Management Unit, Sindh Solar Energy Project, Mr. Raja Shah Zaman Khuhro, email: pd@ssep.gos.pk and inspect the Bidding document during office hours 0900 to 1700 hours at the address given below
5. The bidding document may be downloaded Free-of-Cost by interested eligible Bidders from the website www.ssep.gos.pk.

Validity of offers

The offers shall be valid until June 30, 2022.

Quoted Price

Prices shall be quoted in the following manner:

(a)

1.1 The Offeror shall fill in rates and prices for all items of the Services described in the in Specifications, and listed in the Activity Schedule in Employer's Requirements. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

1.2 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of Bids, shall be included in the total Bid price submitted by the Bidder.

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. Raja Shah Zaman Khuhro** pd@ssep.gos.pk Bungalow # F-3, Block – 9, Clifton near The Forum, Karachi, Pakistan. 75580, before April **03, 2022 before 1:00 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 and **by courier or by hand.**
- b. The deadline for submission of Quotations is April **04, 2022 before 3:00 pm**
- c. The address for submission of Quotations is:

Attention: *Mr. Raja Shah Zaman Khuhro*

Address: *Bungalow # F-3, Block – 9, Clifton near The Forum, Karachi*

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 Term of Reference, 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.

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, subconsultants, service providers, suppliers, and personnel, to permit the Bank to inspect all accounts, records and other documents relating to the RFQ and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

On behalf of the Purchaser:

Signature:

Name:

Title/position:

Attachments:

Annex 1: Purchaser's Requirements

Annex 2: Quotation Form

Annex 3: 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 the qualifications mentioned below:

- Training Provider must be registered with the appropriate authorities and must submit evidence of providing similar services for the past 10 years.
- Training Provider must show evidence of their capability to provide the training outlined, including supporting faculty, infrastructure, logistical resources (vehicles, support staff), materials, equipment, teaching aids and other relevant resources.

TEAM COMPOSITION

The following represent minimum requirements in terms of team composition:

- 2x lead trainers (Masters degree with at least 8 years of experience in delivering vocational training; 1x male and 1x female);
- 4x facilitators (Bachelors degree with at least 5 years of experience in delivering vocational training and/or facilitation; 2x males and 2x females);
- Solar power engineer (Masters degree plus at least 5 years of experience in installing solar power systems, including SHS);
- Marketing/consumer outreach expert (Masters degree plus at least 5 years of relevant experience);
- Content developers (Masters degree with 5 years of relevant experience, and ideally experience in renewable energy and ideally SHS);
- Visual aids expert/developer (Bachelors degree, plus at least 5 years of relevant experience).

ANNEX 1: Purchaser's Requirements

BACKGROUND

Accurate estimates of the electricity access rate in Pakistan presents several hurdles, but it can reliably be said that there are significant access gaps, especially in rural areas. The most recent census, in 2017, indicates that there are over 32 million households in the country, and NEPRA reports just under 23 million household connections¹—which implies an electricity access rate of just over 70 percent. In Sindh Province, however, the rate is much lower, at 39.6 percent². Efforts to bridge the gap in electricity access have been conducted primarily through grid extension, which is uneconomic in some rural areas because of low population density, high dispersion among rural settlements, and revenue collection issues. Provision of off-grid solutions have relied on small hydropower in the northern provinces of the country, and there have been limited attempts to provide solar home systems (SHS) in the southern provinces. However, government-provided SHS have often suffered from high rates of system failure and abandonment, usually due to a lack of long-term operation and maintenance (O&M) support and limited engagement of the targeted households. In the absence of a decent electricity service, Pakistani households spend an estimated \$2.3 billion annually on alternative lighting products/services such as kerosene, gas lights, and battery-powered torches³.

With a likely access deficit in both the availability and quality of electricity supply, Pakistan has the potential to be a large market for SHS at a time when commercial provisioning of such systems is starting to take off.⁴ However, Pakistan's SHS market is characterized as early-stage, with the only limited adoption of high-quality systems and pay-as-you-go technology, despite a potential market size of 22 million households.

Sindh Province is key to increasing the share of renewable energy generation in Pakistan and to developing new ways of providing electricity access. With excellent solar resources, the remoteness of off-grid villages, the inability of many consumers to afford grid connections, and the erratic provision of power argue in favor of expanding the SHS market, with technically and commercially sustainable product solutions.

Sindh Energy Department (SED, or the "Client") has obtained financing and technical support from the World Bank to expand solar power and increase access to electricity under the Sindh Solar Energy Project (SSEP).⁵ Component 3 of SSEP targets the second of these objectives, and includes the target of providing SHS to 200,000 households, of which at least 4,000 must be female-headed households, within the five year project timeline. Under Component 3, SED will identify target districts with low levels of electricity access and provide partial grants to households to assist them in purchasing a SHS from private sector SHS suppliers. Interested households shall then enter into a voluntary contractual arrangement with qualified SHS suppliers for installation of an SHS system that complies with the product specifications, with the

¹ NEPRA. 2016. "State of Industry Report 2016." <http://www.nepra.org.pk/Publications/State%20of%20Industry%20Reports/NEPRA%20State%20of%20Industry%20Report%202016.pdf>.

² NEPRA in 2017, reported a total number of domestic connections of 3,400,260 in Sindh. This translates into an electricity access rate of 39.6% for Sindh, with roughly 5,185,350 households without electricity connections.

³ IFC. 2015. "Pakistan Off-Grid Lighting Consumer Perceptions: Study Overview." <http://lightingasia.org/Pakistan/market-intelligence/>.

⁴ WBG. 2018. "Global Off-Grid Market Trends Report: 2018." Washington, DC. <https://www.lightingglobal.org/2018-global-off-grid-solar-market-trends-report/>.

⁵ Refer to Project Appraisal Document for further details of SSEP: <http://projects.worldbank.org/P159712?lang=en>

balance (majority) of the cost paid by them either up-front or in installments, according to the pricing and contractual arrangements available from each supplier. The SHS supplier is then responsible for ongoing operations and maintenance according to the warranty and the terms of their contractual obligations to the household.

OBJECTIVES OF THE ASSIGNMENT

The objective of this assignment is to support effective implementation of Component 3 of SSEP in the targeted ten districts in Sindh (Sujawal, Badin, Tharparkar, Umerkot, Sanghar, Khairpur, Ghotki, Kashmore, Jacobabad and Qamber Shadakot) by providing eligible SHS suppliers with a pool of qualified men and women to carry out SHS sales, installations, after-sales service, and repairs. A sub-objective is to support the SHS suppliers in ensuring gender-representative teams to help meet the target for prioritizing female-headed households under the projects, including through effective consumer outreach and by having female staff on hand for household visits and installations.

SCOPE OF THE ASSIGNMENT

The assignment shall involve provision of training courses to at least 300 selected candidates in the identified districts. The training courses shall be designed to adequately prepare individuals to apply basic engineering principles, technical skills, sales techniques, and knowledge of SSEP, to support implementation of the project and enable them to secure potential employment with SHS suppliers operating under the project.

The training courses shall cover the following distinct subject areas as a minimum:

1. **Introduction to off-grid energy** and the types of SHS available under SSEP;
2. **The fundamentals of SHS operation**, including solar irradiance, difference between AC and DC power systems, the key components of SHS systems (solar panel, charge controller, battery, user interface), load management, and long-term O&M;
3. **Commercial aspects of the SHS market**, including system costs, consumer financing (including micro-finance), payment mechanisms (cash, pay-as-you-go, and associated payment collection systems by SHS suppliers), consumer upgrades, and O&M considerations.
4. **Comprehensive description of Component 3 of SSEP**, including its objectives, design, key implementation partners, eligible suppliers, SHS standards and requirements, Consumer Awareness provider and scope of work, Independent Verification Agent activities and processes, grant amount and disbursement, Grievance Redress Mechanism, and key contacts under SSEP;
5. **Consumer outreach**, awareness-raising, and sales, including common sales approaches, consumer psychology, common consumer concerns, and consideration of gender issues (how to appeal to female-headed households, and ensuring sensitive outreach by gender-balanced teams);
6. **Installation of SHS**, including positioning of the solar panels, placement of the charge controller and battery, wiring, appliance placement (lights, fan), safety considerations;
7. **After-sales service issues** and dealing with consumer concerns or complaints, including complaints handling, ensuring regular communications and updates, and providing a high quality of customer service throughout the process to support future sales;

8. **Long-term O&M issues**, including post-installation visits, supporting households to ensure safe and effective operation of their SHS, troubleshooting, fixing/repair of minor issues, and diagnosis of more serious issues that may require replacement of the SHS under warranty conditions.

The Training Provider shall design and deliver training courses that include the following elements:

- A standardized syllabus that shall be adhered to for all courses, and provided to all candidates equally (including all female candidates);
- An appropriate mix of theoretical and practical training, including hands-on training with SHS
- Multimedia components, including videos from other projects, SHS suppliers, SSEP, and the consumer awareness provider;
- Group discussion;
- Role-play exercises to simulate interactions between SHS suppliers and consumers/households;
- Demonstration and use of software packages that may be used by SHS suppliers, Independent Verification Agent (IVA) provider, and other stakeholders under the project.

ACTIVITY AND DELIVERABLE

The training courses shall be carried out over a 3-day program to be proposed by the Training Provider and approved by the Client, with a maximum of 20 trainees in each training course to ensure strong participation. Separate courses involving the same syllabus and content shall be provided to men and women to ensure effective interaction and to facilitate accommodation logistics. At least one course for men, and one for women, shall be provided in each of the 10 priority districts.

The Training Provider shall be responsible for identifying, assessing, and enrolling appropriately qualified candidates upon submission of applications by prospective candidates. The Training Provider shall put in place mechanisms to reach and attract prospective candidates, especially women. The Training Provider shall develop and implement a plan for selecting attendees according to the needs identified by SHS suppliers, and the prior education, qualifications and experience of prospective candidates.

Job opportunities from suppliers shall be advertised during the training (for men and women). SED/SSEP will connect the Training Provider with suppliers so that the training content can be developed based on the suppliers' input and hiring requirements. Suppliers shall be requested by the Training Provider to nominate candidates for each training course. Each supplier can nominate 2 females and 1 male in each district.

The number and mix of candidates in each district shall be identified in consultation with the SHS suppliers and the Client, but at least 50% of the total number of trainees over the contract shall be women. In the case that this target is not met by the point that 300 individuals have completed the training (i.e. fewer than 150 of the trained individuals are women) the Training Provider shall be

responsible for organizing and holding additional training courses until the target is met. Trainings for men and women shall be held separately.

Training courses shall be held in locations with good accessibility, and the Training Provider shall provide all necessary resources to ensure attendance, including support for transportation, accommodation, and meals. A stipend may also be provided to female participants as required to attract appropriate candidates and ensure their participation.

Following completion of the final training module, the Training Provider shall administer an exam to test each participant's knowledge and skills, which shall cover all components of the training course. The exam format and questions shall be tested to determine the appropriate level of difficulty and the pass/fail score.

Upon successful completion of the training course the Training Provider shall provide to each passing trainee a Certificate of Completion detailing the funder⁶ and provider⁷ of the training, the scope of training provided, modules, location, dates, and name of the trainee. The Training Provider shall also organize a "matching event" on the last day of the training course where SHS suppliers operating in that district shall be invited to meet the trained candidates and discuss potential job opportunities.

The Training Provider shall also make the following available to all training participants, and to the Client:

- All presentations and training materials to be made available as PDF files and commonly-accessible media files, and provided to each trainee in printed form at the start of the training course (where there are slides or documents) and on a USB memory stick at the end of the training course;
- A simple and concise handbook covering key elements of the training, and the key elements of Component 3 of SSEP;
- Upload of all videos provided during the course to YouTube⁸ under Sindh Energy Department (SED), with appropriate credits and logos;
- Preparation and delivery of materials for a dedicated page on the SSEP website that includes links to all documents, videos and other media provided during the training course;
- Delivery of an attendance sheet for each day of each course, and high-resolution photos from each training course to the Client;
- A short report following completion of four training courses in at least two districts detailing lessons learned and any improvements to the course design, content and logistics;

⁶ Energy Department, Government of Sindh through SSEP.

⁷ The Training Provider and any associates.

⁸ Unless the videos are already on YouTube.

- A short report following completion of the assignment providing details of each training course, attendee statistics, lessons learned, and recommendations for future training events carried out under SSEP.
- Conduct a feedback survey from the participants in each course and provide summary to SED.
- The training provider will arrange one time Lunch and two-time tea for all training participants.
- Training Provider must be registered with the appropriate authorities and must submit evidence of providing similar services for the past 10 years;
- Training Provider must show evidence of their capability to provide the training outlined, including supporting faculty, infrastructure, logistical resources (vehicles, support staff), materials, equipment, teaching aids and other relevant resources;

TEAM COMPOSITION

The following represent minimum requirements in terms of team composition:

- 2x lead trainers (Masters degree with at least 8 years of experience in delivering vocational training; 1x male and 1x female);
- 4x facilitators (Bachelors degree with at least 5 years of experience in delivering vocational training and/or facilitation; 2x males and 2x females);
- Solar power engineer (Masters degree plus at least 5 years of experience in installing solar power systems, including SHS);
- Marketing/consumer outreach expert (Masters degree plus at least 5 years of relevant experience);
- Content developers (Masters degree with 5 years of relevant experience, and ideally experience in renewable energy and ideally SHS);
- Visual aids expert/developer (Bachelors degree, plus at least 5 years of relevant experience).

1.1 List of Location wise Participant and Period

Sr.#.	District Name	Participant	Ratio Male / Female	Training Duration	Breaks	Course Material
1	Sujawal	30	50/50	3 days	One time Lunch and two-time tea	All presentations and training materials to be made available as PDF files and commonly-
2	Badin	30	50/50	3 days	One time Lunch and two-time tea	

3	Tharparkar	30	50/50	3 days	One time Lunch and two-time tea	accessible media files, and provided to each trainee in printed form at the start of the training course (where there are slides or documents) and on a USB memory stick at the end of the training course.
4	Umerkot	30	50/50	3 days	One time Lunch and two-time tea	
5	Sanghar	30	50/50	3 days	One time Lunch and two-time tea	
6	Khairpur	30	50/50	3 days	One time Lunch and two-time tea	
7	Ghotki	30	50/50	3 days	One time Lunch and two-time tea	
8	Kashmore	30	50/50	3 days	One time Lunch and two-time tea	
9	Jacobabad	30	50/50	3 days	One time Lunch and two-time tea	
10	Qamber Shadakot	30	50/50	3 days	One time Lunch and two-time tea	

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:	Sindh Solar Energy Project – Sindh Energy Department
Purchaser's Representative:	Mr. Raja Shah Zaman Khuhro
Title/Position:	<i>Project Director, SSEP-PMU</i>
Address :	Bungalow # F-3, Block – 9, Clifton near The Forum, Karachi
RFQ Ref No.:	
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 provide the services, *[add if applicable: “and the Related Services,”]* as per this Quotation and in conformity with the RFQ, Delivery and Completion Schedules and Term of Reference. We confirm that we have examined and have no reservations to the RFQ, including the Contract.

2. Eligibility

If awarded the Contract, the Services *[add if applicable: “and Related Services,”]* that we provide 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]*

ANNEX 3: Contract Forms

Contract Agreement

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

BETWEEN

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

WHEREAS the Purchaser invited quotations for certain services, [*insert brief description of Goods and Services*] and has accepted a quotation by the Supplier for the 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) Term of Reference
 - (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.

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

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

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

For and on behalf of the Purchaser:

Signed: *[insert signature]*

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

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

For and on behalf of the Supplier:

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

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

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

Conditions of Contract

1. Definitions	<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: Sindh Solar Energy Project</p> <p>2.2 The Purchaser’s Country is: Pakistan.</p> <p>2.3 The Project Site(s)/Final Destination(s) is/are: 10 District (Sindh)</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. Raja Shah Zaman Khuhro</i> <i>Project Director-SSEP</i></p> <p><i>Bungalow # F-3, Block – 9, Clifton near The Forum, Karachi</i> pd@ssep.gos.pk</p> <p><u>Address for notices to the Supplier:</u></p> <p>[insert the name of officer authorized to receive notices] [title/position] [department/work unit] [address] [Electronic mail address]</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	N/A																		
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 Training 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	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <ul style="list-style-type: none"> 10% percent of the Contract Price shall be paid against acceptance of the first deliverable against the submission of a bank guarantee for the same. 																	
		<table border="1"> <thead> <tr> <th>Sr.#</th> <th>Deliverable</th> <th>Payment</th> <th>Schedule</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Advance for mobilization, materials and supplies to carry out field-based physical verification activities</td> <td>Up to 10% of total contract price</td> <td></td> </tr> <tr> <td>2</td> <td>Activities and Training relating to: 1. 300 Participant in 10 district i.e. 30 each district</td> <td>Up to 80% of total contract price</td> <td>District wise payment after signing of contract depending on the numbers of Training.</td> </tr> <tr> <td>3</td> <td>Training Certificate Distribution</td> <td>Up to 10% of total contract price</td> <td>Distributed to the participant</td> </tr> </tbody> </table>		Sr.#	Deliverable	Payment	Schedule	1	Advance for mobilization, materials and supplies to carry out field-based physical verification activities	Up to 10% of total contract price		2	Activities and Training relating to: 1. 300 Participant in 10 district i.e. 30 each district	Up to 80% of total contract price	District wise payment after signing of contract depending on the numbers of Training.	3	Training Certificate Distribution	Up to 10% of total contract price	Distributed to the participant
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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																	

	<p>fees, etc., incurred until delivery of the contracted Goods to the Purchaser.</p> <p>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.</p>
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 Training and Related Services if applicable provided under this Contract shall conform to the technical specifications and standards mentioned in the Term of Reference and when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate.
14. Packing, marking and documentation	14.1 Not Applicable
15. Insurance cover	<p>The risks and coverage by insurance shall be:</p> <ul style="list-style-type: none"> (i) Third Party motor vehicle Rs. 10 Million (ii) Third Party liability Rs. 10 Million (iii) Employer's liability and workers' compensation Sindh Workers Compensation Act, 2016 (Act No.VII of 2016) (iv) Professional liability 1% of Contract (v) Loss or damage to equipment and property the replacement cost of the Equipment
16. Transportation	16.1 Supplier shall be responsible for transportation of the Goods to the project office.
17. Site of inspections and tests	<p>The principle and modalities of inspection of the Services by the Employer are as follows: _____</p> <p>The Defects Liability Period is _____.</p>

18. Delivery Date and Completion Date	The Intended Completion Date is <i>03 Month</i>
19. Liquidated damages and bonuses	<p>19.1 The liquidated damage shall be 0.2% of the price of the delayed 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 10% 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 [insert number] months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination, or for [insert number] months after the date of shipment from the port or place of loading in the country of origin, whichever period concludes earlier.</p> <p>20.4 The period for repair or replacement after being notified of the defect by the Purchaser shall be <i>[insert number]</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 the warranty, the place(s) of final destination(s) shall be: <i>[specify where appropriate]</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, the copyright in such materials shall remain vested in such third party.</p>

<p>22. Fraud and Corruption</p>	<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>
<p>23. Inspections and Audit by the Bank</p>	<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 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).</p>
<p>24. Limitation of Liability</p>	<p>24.1 Except in cases of criminal negligence or willful misconduct,</p> <p>(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</p> <p>(b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the Purchaser with respect to patent infringement.</p>
<p>25. Force Majeure</p>	<p>25.1 The Supplier shall not be liable for forfeiture of its Performance Security (if required), liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</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 the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services if applicable.</p>

	<p>However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p>26.2 Termination for Convenience</p> <p>(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.</p> <p>(b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <p>(i) to have any portion completed and delivered at the Contract terms and prices; and/or</p> <p>(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services if applicable and for materials and parts previously procured by the Supplier.</p>
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Attachment A to the Conditions of Contract

Fraud and Corruption

(Text in this Appendix shall not be modified)

1. Purpose

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

2. Requirements

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

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (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;⁹ (ii) to be a nominated¹⁰ 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 inspect¹¹ 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.

⁹ 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.

¹⁰ 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.

¹¹ 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