



**TransKarachi**

Operator of the Karachi Breeze  
System

PROJECT: 47279-002

KARACHI BUS RAPID TRANSIT RED LINE PROJECT

Government of Sindh

**REQUEST FOR QUOTATIONS**

*for*

**ANNUAL PURCHASE OF IT ITEMS & ACCESSORIES  
FOR TRANSKARACHI OFFICE**

RFQ No: KBRT-Goods/ITAR/2024-25/05

**February 2025**



# REQUEST FOR QUOTATION - GOODS (RFQG)

**Project Title:** Karachi Bus Rapid Transit Red Line Project.  
**Source of Funding:** Asian Development Bank (ADB)  
**Title of Procurement:** Annual Purchase of I.T Items & Accessories for TransKarachi Office  
**Contract Ref:** KBRT-Goods/ITAR/2024-25/05 **Date of Issue of RFQ:** 14 Feb 2025

Sir/Madam:

1. The TransKarachi (Purchaser) hereby requests you submit price quotation/(s) for the supply of the following items:
  - (i) **I.T Items & Accessories**  
To assist you in the preparation of your price quotation we enclose the necessary **Supply and Delivery Schedule, Technical Specifications & Requirements, Form of Quotation** and draft **Contract agreement along with Terms & Conditions.**
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 be authorized supplier have an NTN, GST registration and experience as supplier in **at least three (03) contracts in the last three (03) 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 for all the items as described in attached documents and submitted only in the attached **Form of Quotation** with the priced **Supply, Delivery and Price Schedule**. The currency of quoted prices and payment shall be Pak Rupees. The prices should be quoted for supply and delivery to **TransKarachi Office located at House No. C-89 Clifton Block 2 Karachi.**
- (b) Your quotation should comprise the following documents: (duly signed and stamped).
  - i. **Form of Quotation** [to be furnished on company's original Letterhead & signed by authorized representative]
  - ii. **Priced Quotation** (inclusive of all taxes) [signed/stamped by authorized representative]
  - iii. **Documents as per Checklist** [to be signed/stamped by authorized representative]
- (c) The delivery of the required IT items & other accessories should adhere to the timeline specified in the **Supply and Delivery Schedule**, with a **maximum period of 10 days** from the date of contract signing.
- (d) are permitted; however, all I.T. items and accessories must be fully delivered to TransKarachi office within the 10-days timeframe



- (e) The rates/prices quoted shall include all the applicable Taxes, duties, and other levies as per FBR (Income Tax and GST) and in accordance with Government of Pakistan.
- (f) You shall submit only one set of quotations for the above items. Your quotation must be typed or written in indelible ink 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.
- (g) Your quotation(s) should be valid for a period of 30 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. TransKarachi may request the participating Firms/Companies during the evaluation process to extend the Validity Period of their Bids/Proposals for a specified period (equal to or below the existing validity period of 15 Days) if the evaluation process delayed for whatever reason.
- (h) Incomplete or partial quoted quotation(s) should not be accepted for detailed examination. Firms should accept all terms and conditions mentioning all details / brands / specifications / model.

### **Submission and Opening**

- (i) The Complete Set of your Quotation/Proposal comprising of all the required documents as listed above under section 4 (b) should be submitted (Hard Copy) on or before **24 Feb 2025 till 01.00 pm** that should be signed, sealed in an envelope clearly mentioning the "**Quotation for IT Items & Accessories**", and delivered to the following address. Incomplete or late proposal will not be entertained.

Client's Address: Manager Procurement & Contracts,  
TransKarachi, C-89, near Bilal Masjid, Block 2, Clifton, Karachi,  
Pakistan  
Telephone : 021-35300240-43, 021-99332440, 021-99332478  
E-Mail: procurement@transkarachi.pk

**Note:** The submission of Quotation/s in soft copy through email is not allowed.

### **Evaluation and Comparison**

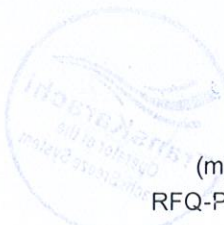
- (j) Quotations determined to be substantially responsive to this **Request for Quotation** will be evaluated by comparison of their offer prices. A quotation is not substantially responsive if it contains material deviations or reservations to the terms, conditions, and specifications in this **Request for Quotation**.
- (k) 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**

- (l) The client shall issue the formal Notification of award of contract to the successful Supplier within the validity period for the supply of required goods as per technical specification whose quotation has been determined to be substantially responsive to this Request for Quotation and who has offered the lowest price quotation. The supplier within **07 days** receipt of notification of award of contract may return the copy with Acceptance, signed by the authorized representative of the Employer.

(m) The successful supplier shall sign the Contract Agreement (to be furnished on Stamp Paper RFQ-Procurement of IT Items and Accessories, Reference: KBRT-Goods/ITAR/2024-25/05 Page (2)



as per attached draft Contract **with paid Stamp Duty equivalent to 0.35% of accepted Contract Price**) governed by the annexed Contract Terms and Conditions and Appendix-A: Technical Specification with Price Schedule. The overall Contract Price shall include all the applicable taxes of Government of Sindh and Government of Pakistan.

**Failure and Terminations:**

If the service provider fails to perform the related services within the period specified in the RFQ, the Employer may without prejudice to all its other remedies under the award of contract.

- Deduct from the total contract price amount, as Liquidated Damages for each day of delay levied at 0.5% per week or part thereof (to be calculated on per day basis) the total contract price amount subject to maximum of 10% of the contract price amount.
5. Further information can be obtained from:
- Name: Manager Procurement & Contracts,  
Address: TransKarachi, C-89, near Bilal Masjid, Block 2, Clifton, Karachi, Sindh.  
Telephone: +92-21-35300240-43  
E-mail: procurement@transkarachi.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):<sup>1</sup>

- (a) Name of Institution: \_\_\_\_\_
- (b) Period of debarment, ineligibility, or blacklisting (start and end date): \_\_\_\_\_
- (c) Reason for the debarment, ineligibility, or blacklisting: \_\_\_\_\_
9. You/your firm's, 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:<sup>2</sup>

- (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).

*M. S. Hashmi*

Sincerely,  
**Manager, Procurement & Contracts,**  
**TransKarachi**



# Attachment 1

## SUPPLY AND DELIVERY SCHEDULE

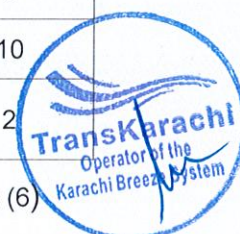
Sr. No	Items	Make/Model/ Description	Quantity	Unit Price (Income Tax & GST)	Total Price (Income Tax & GST)	Delivery Schedule
						10 days from the date of contract signing



## Attachment 2

### TECHNICAL SPECIFICATIONS / BRAND / MAKE / MODEL AND REQUIREMENTS

S#	Descriptions of various IT items & other accessories	Qty
1	Solid State Drive (SSD) 512 GB High-quality wafer level chip Supports SATA III protocol with transmission speed up to 550 MB/s Brand: Dahua, M2 Team Group or Equivalent	15
2	8 port 10/100 Mbps Desktop Switch Standards and Protocols: IEEE 802.3i/802.3u/802.3ab/802.3x Interface: 8× 10/100/1000Mbps, Auto-Negotiation, Auto-MDI/MDIX Ports Make & Model: TP-Link LS1005 or Equivalent	4
3	USB 3.0 7-Port Hub Output Interface:7 USB 3.0 Standard A, 2 2.4A Charging Ports Input Interface:1 USB 3.0 Micro B Supported Systems: Windows, Mac OS X and Linux systems Make & Model: TP-Link UH700 or Equivalent	5
4	Compact Wireless Mouse Comfortable easy-to-use mouse with reliable durability Smooth optical tracking Plug-and-play wireless Make & Model: Logitech M171 or Equivalent	10
5	Black Original LaserJet Toner Cartridge Cartridge Colors: Black Print Technology: Laser Page yield black and white: 1,000 pages Product type: Standard Capacity Toner Cartridges Make & Model: HP 107A or Equivalent	10
6	Black Original LaserJet Toner Cartridge Cartridge Colors: Black Print Technology: Laser Page yield black and white: ~1,150 pages Product type: Standard Capacity Toner Cartridges Make & Model: HP 136A or Equivalent	4
7	Genuine Toner for E-Studio printers Attributes: Black Capacity: Standard Yield Toner yield:43,900 Pages Manufacture Type: Genuine Compatible Printers: Toshiba eSTUDIO 2518/3018/3518/4518A Make & Model: Toshiba T-5018P or Equivalent	4
8	Good Quality Portable SuperSpeed USB 3.0 to HDMI Adapter (USB to HDMI Adapter) Cable Multi-Display Video Converter- PC Laptop Windows 7 8 10, Desktop, Laptop, PC, Monitor, Projector, HDTV	5
9	Good Quality HDMI Adapter USB HUB 5 In 1 Multiport Type C To USB C 4K – Reputable brand U Green or Equivalent	5
10	Good quality Double PVC Network cable LAN Cable Ethernet Cable full coil 300-meter RJ45 CAT-6 Make: Dlink/Dahua /Hikvision or Equivalent	1
11	Good quality Connector box copper (100 pcs) Cat-6 RJ45 Make: Baylan or Equivalent	1
12	Good quality 7-in-1 Network Installation Tool Kit with Cable Crimper, Tester, and Punch Down Tools Make: Baylan or Equivalent	1
13	Ultra Flair USB 3.0 Flash Drive (128 GB) Make: SanDisk or Equivalent	5
14	Ultra Flair USB 3.0 Flash Drive (32 GB) Make: SanDisk or Equivalent	10
15	Good Quality Blue Pin Laptop Charger without power cable 19.5V 2.31A 45W	2



S#	Descriptions of various IT items & other accessories	Qty
16	Good quality HP Replacement Black Pin Adapter	2
17	USB Computer Headset / Headphone with Noise-Cancelling Mic Microphone Type: Bi-directional Input Impedance: 32 Ohm Sensitivity (headphone): 94 dBV/Pa +/- 3 dB Sensitivity (microphone): -17 dBV/Pa +/- 4 dB Frequency response (Headset): 20 Hz - 20 KHz Frequency response (Microphone): 100 Hz - 10 KHz Make & Model: Logitech H390 USB Headset or Equivalent	4
18	Good quality Laptop Bag Briefcase Make: (Sumffis/Dukes) or Equivalent	5
19	Good quality Laptop Bag Backpack Make: (Sumffis/Dukes) or Equivalent	5
20	2TB External USB 3.0 Portable Hard Drive Make: Western Digital or Equivalent	2
21	Reputable brand Screwdriver Kit 43-Piece 43-in-1 interchangeable precise manual tool set. Professional portable hardware tools. Light weight, compact design. High hardness and good toughness. PP&TPR material, non-slip handle. Make: Amartisan or Equivalent	1
22	Reputable brand Electric Air Blower 600w to 700 w Make: AG Variable, Panasonic, Black & Decker or Equivalent	1
23	Power Extension Lead (8 Ports & 3 Meters Wire) Make: Camelion or Equivalent	5
24	Good quality Electric Extension 7-Meter-Long Wire	5
25	Good quality EU 3 Pin to 2 Pin Universal Conversion Plug Shoe	20
26	Digital Voice Recorder Built-in Memory: 4GB Input and output Terminals: [PC I/F] Hi-Speed USB [Input] Stereo Mic-in jack [Output] Stereo Earphone jack Make & Model: Sony PX 470 or Equivalent	1
27	DDR4 8GB UDIMM Desktop Memory RAM - High speed up to 3200MHz Memory Speed 1.2 Make: Lexar, Team group, Kingston or Equivalent	5
28	Premium quality 700MB 40x CD-R (50 pack Spindle) Make: Maxell or equivalent	1
29	External USB DVDRW Drive Compatible operating systems: Windows 11; Windows 10; Windows 8; Windows 7; Windows Vista; Windows XP; Windows2008; Windows2003; Mac OS X Special Feature: Portable Hardware Interface: USB 2.0 Make: HP, Asus Transcend or Equivalent	1
30	Maxell DVD-R BOX (50 Pack) Make: Maxell or Equivalent	2
31	Premium HDMI 5 Meter 4K Cable High speed HDMI Cable with Ethernet. Data transfer rate up to 10.2 Gb/s. Supports Dolby TrueHD and DTS-HD Master AudioTM. HDCP compliant.	5
32	Premium USB 3.0 Extension Cable Extend Distance for USB Flash Disk Extend Distance for Printer Make & Model: SB-XT Active USB Extension Cable or Equivalent	5
33	Cable Power Male-Female Cable length: 1.5m Product Type: Computer Power Cable Compliance CE, RoHS Connector 1 IECF-C13 Connector 2 IECM-C13 Brand: Generic or Equivalent	5
34	Power Cable British plug Original Cable length: 1m Product Type: Computer Power Cable Brand: Generic or Equivalent	5





S#	Descriptions of various IT items & other accessories	Qty
35	USB 2.0 Printer/ Scanner cable 3 feet Full USB 2.0 capability, 480 Mbps data transfer speed & backwards compatibility, faster data transfer speed than most Wi-Fi connections and better security with compatible equipment. Universal Compatibility Brand: Generic or Equivalent	5
36	Cable Tie with Buckle Easy to use– Nylon tie– Strong and durable Brand:	1
37	Paper Roll for Plotter SC-T5430 Size: 36-inch Weight: 110 grams Surface: Matte Length: 150 feet Make: Marshal or equivalent	3

**Note: Supplier must provide the standard warranty on items where applicable**



Draft

[This Form of Quotation must be furnished & submitted on Supplier's original Letter Head]

## FORM OF QUOTATION (Goods)

[date]

To:

The TransKarachi  
C-89, Block 2, Near Bilal Masjid, Clifton, Karachi, Sindh-Pakistan  
Telephone: +92-21-35300240-43. E-mail: procurement@transkarachi.pk

We offer to execute the \_\_\_\_\_ [name and number of Contract] 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] \_\_\_\_\_ (Inclusive of Income Tax & GST). 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 : \_\_\_\_\_  
Email address (optional): \_\_\_\_\_

## ACCEPTANCE

Name of Purchaser : \_\_\_\_\_  
Authorized Signature : \_\_\_\_\_  
Name of Signatory : \_\_\_\_\_  
Title of Signatory : \_\_\_\_\_  
Date : \_\_\_\_\_



## CHECK LIST

(DOCUMENTS TO BE ATTACHED AND AGREED WITH PROPSAL)

S. No	Documents Requirement	Status (Yes/No)
01	<b>National Tax Number Certificate (NTN)</b>	
02	<b>General Sales Tax Certificate (GST)</b>	
03	<b>Experience</b> as Supplier in at least three (03) contract/purchase order in the last three (03) years of a size and similar nature to the requirements of this contract	
04	<b>Evidence of Experience:</b> Copy of Contracts or Purchase Orders (at least three (03) contracts/purchase orders from the last three (03) years).	
04	<b>Conformity with Technical Specifications</b>	
05	<b>Bid Validity:</b> Thirty (30) days from the date of the bid deadline	
06	<b>Payment Condition:</b> Payment will be made within 30 days after successful supply of all required IT Items & Accessories as per specifications at TransKarachi office.  Partial payments against partial deliveries of IT Accessories are permissible	
07	<b>Delivery Requirements</b> 10 days from the date of contract signing to be delivered at TransKarachi office.	



## CONTRACT AGREEMENT

**Name of Country:** Islamic Republic of Pakistan  
**Project Title:** Karachi Bus Rapid Transit Redline Project  
**Title of Procurement:** Annual Purchase of IT Items & Accessories for TransKarachi Office  
**Contract Ref:** KBRT-Goods/ITAR/2024-25/05

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] (Inclusive of Income Tax & GST) 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) **Contract Terms and Conditions**
  - b) **Notification of Award of Contract vide Letter No. \_\_\_\_\_ dated: \_\_\_\_\_, duly accepted by the Service Provider.**
  - c) **Firm Quotation Offer dated. \_\_\_\_\_ along with detailed relevant documents (Form of Quotation & Supply and Delivery Schedule)**
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**.

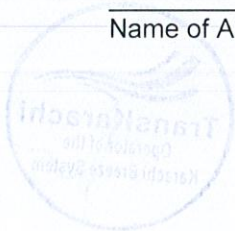
IN WITNESS whereof the parties hereto have executed the Contract under the laws of Pakistan on the date indicated above.

**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

**Name of Country:** Islamic Republic of Pakistan  
**Project Title:** Karachi Bus Rapid Transit Redline Project  
**Title of Procurement:** Annual Purchase of IT Items & Accessories for TransKarachi Office  
**Contract Ref:** KBRT-Goods/ITAR/2024-25/05

### 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

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

### 3. Language

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

### 4. Assignment

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

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

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



**7. Delivery Schedule**

The delivery should be completed as per schedule indicated in the **Supply and Delivery Schedule** but not exceeding 10 days from the date of signing of contract.

**8. Required Technical Specifications (with attachments as necessary)**

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

Supplier confirms compliance with above specifications.

**9. Delivery and Documents**

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

- (a) Sales Tax invoice showing goods' description, quantity, unit price, and total amount.
- (b) Delivery challan
- (c) Standard warranty certificate where applicable
- (d) Inspection Certificate to be issued by concerned department of TransKarachi.

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**

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**

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

100% payment will be made within 30 days from receipt by the Purchaser of the delivered goods at TransKarachi office in accordance with the contract including the required documents and inspection certificate to be issued from the concerned department of TransKarachi.

**12. Warranty**

Goods offered should be covered by standard warranty certificate where applicable.

**13. Defects**

All defects will be corrected by the Supplier without any cost to the Purchaser within 15 days from the date of notice by Purchaser.

**14. Resolution of Disputes**

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 Pakistan.

**15. Failure to Perform**

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**

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**

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**

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**

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
- (c) Clause 11 [Payments], the Supplier may immediately issue a 14-day termination notice.

**20. Focal Person of the Contract**

The focal person for coordination / receiving and acceptance of goods will be nominated by TransKarachi.

