

# **Bidding Document for Supply & Installation of Networking and IT Equipment**

## **National Competitive Bidding**



**MINISTRY OF HUMAN RIGHTS (MoHR)  
GOVERNMENT OF PAKISTAN**

**February, 2023**

## Table of Contents

<b>S. No</b>	<b>Description</b>	<b>Page No</b>
1.	<b>Section I</b>	3
2.	Invitation for Bids	4
3.	<b>Section II</b>	5
4.	Instruction to Bidders	6
5.	The Bidding Procedure	8
6.	The Bidding Documents	9
7.	Preparation of Bids	10
8.	Submission of Bids	13
9.	Opening & Evaluation of Bids	14
10.	Award of Contract	16
11.	<b>Section III</b>	18
12.	Schedule of Requirement	19
13.	Detail of Lots and Quantity	20
14.	Technical Specification	21-26
15.	<b>Section IV</b>	27
16.	Evaluation Criteria	28
17.	<b>Section V</b>	29
18.	Bid Forms	30-36
19.	<b>Section VI</b>	37
20.	Contract	38-45
21.	Special Conditions of Contract	46-47
22.	General Conditions of Contract	49-53

**SECTION 1**  
**Invitation for Bids**

**MINISTRY OF HUMAN RIGHTS (MoHR)**  
**INVITATION FOR BIDS - SUPPLY & INSTALLATION OF**  
**NETWORKING AND IT EQUIPMENT**

**IFB No: 1(25)/2022-23/ISMoHR**

The Ministry of Human Rights (MoHR), Government of Pakistan invites sealed bids from eligible bidders (original manufacturers/authorized distributors/suppliers) based in Rawalpindi/ Islamabad and registered with Income Tax and Sales Tax Departments and also on the Active Tax Payers List of FBR, for the supply and installation of branded equipment as per lots mentioned in Section III of Bidding Document.

2. Bidding documents containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/ rejection of bids, performance guarantee etc. can be obtained by the interested bidders from the office of **“Project Director (ISMoHR), Institutional Strengthening of Ministry of Human Rights, 9<sup>th</sup> Floor, Kohsar Block, Pak Secretariat, Islamabad** “free of cost”. Bidding documents can also be downloaded from the website of Ministry of Human Rights [www.mohr.gov.pk](http://www.mohr.gov.pk).

3. **Single stage-two enveloped procedure** shall apply. **“Technical” & “Financial”** Bids in sealed and separate envelope, prepared in accordance with the instructions in the bidding documents, must reach at the office of **Project Director (ISMoHR), Institutional Strengthening of Ministry of Human Rights, 9<sup>th</sup> Floor, Kohsar Block, Pak Secretariat, Islamabad**, on/or before **11:00 a.m. on 10<sup>th</sup> February,2023**. Late submission of bids will not be accepted. Every bidder shall have to bid for all lots or a single lot. The bid has to be submitted lot-wise. Evaluation of each lot will be done separately.

4. “Technical Bids” will be **opened in the committee room, 9<sup>th</sup> floor, Kohsar Block, Pak, Secretariat, Ministry of Human Rights (MoHR) on 10<sup>th</sup> February,2023 at 11:30 a.m.** in the presence of the bidders or their authorized representatives, who may choose to be present. Whereas, the Financial Bids of technically qualified (i.e. compliant to technical specifications and other terms & conditions) bidders shall be opened publically, later on.

5. The bidders are requested to give their best and final prices inclusive of Indirect Taxes & Transportation, Installation and Commissioning charges etc as no negotiations on the prices are allowed. MoHR may reject all bids at any time prior to the acceptance of a bid by invoking rule 33 of Public Procurement Rule (PPR), 2004. In case public holiday is announced on bid submission & opening date the same shall be held on the next working day.

6. This advertisement is available on PPRA’s website i.e. [www.ppra.org.pk](http://www.ppra.org.pk) and Biding Document is also available on Ministry of Human Right’s Website i.e. [www.mohr.gov.pk](http://www.mohr.gov.pk)

**(Muhammad Faisal)**  
Project Director (ISMoHR)  
Ministry of Human Rights (MoHR)  
**Islamabad**  
Phone No: **051-9246099**

**SECTION  
II**

**Instructions to Bidders**

Bidders are advised to read the contents of the Instruction to Bidders (ITB) carefully

## Scope of Bid

1.1 Under the development project titled 'Institutional Strengthening of MoHR', the Ministry of Human Rights (MoHR), Government of Pakistan invites sealed bids for supply and installation of following lot wise Goods as specified in detail in the Schedule of Requirements along with Technical Specifications.

**Lot No.1:** Supply and Installation of Desktop Systems with licensed Windows & LED screens.

**Lot No.2:** Supply and Installation of Heavy duty Scanners.

**Lot No.3:** Supply and Installation of Network Laser Printers.

**Lot No.4:** Supply and Installation of Access Switches & IT Passive Equipment.

**Lot No.5:** Supply and Installation of 1 KVA UPS.

**Lot No. 6:** Supply and Installation of IT Accessories.

**Lot No. 7:** Supply of Furniture and Fixture for Call Centre.

**Lot No. 8:** Supply and Installation of Licensed Antivirus.

**1.2 A pre-bid meeting will be held on 31<sup>st</sup> January, 2023 (Tuesday) at 1200 hours in the Conference Room of Ministry of Human Rights, 9<sup>th</sup> Floor, Kohsar Block, Pak-Secretariat, Islamabad.**

1.3 All further queries relating to Instructions for bidders (IFB) should be called or emailed to **Mr. Muhammad Faisal, Project Director (ISMohR), Ministry of Human Rights (Telephone No. 051-9246099, Email: director.hrimis@mohr.gov.pk)** at least 7 days before the opening of the technical bids.

2. **Source of Funds** Public Sector Development Programme (PSDP) Fund, Government of Pakistan
  
3. **Eligible Bidders**
  - 3.1 This Invitation for Bids is open to all original manufacturers/their **authorized** agents/suppliers and in case of imported goods their **authorized** agents/ importers/suppliers in Pakistan for supply of Goods who must be registered (NTN, GST, on Active Tax payers List of FBR etc.). Requirements for eligibility of bidders are specified below:-
    1. Bidder(s) must have **at-least five (05) years** of experience of similar nature as requisitioned in the bid;
    2. The bidder(s) must provide copies of **supply orders to establish the required experience;**
    3. Bidder(s) must provide complete **List of Clientele** including **details of at least two (02) current clients along-with their contact information;**
    4. Bidder(s) shall provide **National Tax No. and Sales Tax No. The bidder should be on Active Taxpayers List (ATL) of both Income Tax and General Sales Tax of FBR;**

5. Bidder(s) must submit **Original Manufacturer's Authorization/ Authorized Dealership Certificate** of the offered brands by the Principal Manufacturer on the format provided in Bid Form-III of the bidding documents with his bid;
6. Bidder(s) must provide the **leaflets/ brochures/ catalogs of the quoted brand** with the bid;
7. The bidders are required to submit three years' audited financial statements;
8. The **bid and price schedule should be submitted on the prescribed format on company's letterhead**. Both must be properly signed and stamped by the authorized person.
9. **Earnest Money** as mentioned at ITB clause 20.1 must be furnished from scheduled Bank of Pakistan;
10. Bidders must provide **an Affidavit on judicial stamp paper of Rs. 100/-** that bidder is not blacklisted by any Ministry/Division and public sector organization;
11. Bids shall remain valid for the period of **120 days** as mentioned at ITB clause 14.1;
12. The bidder must have proper Business setup i.e. shop, outlet or branch office in **Rawalpindi/Islamabad** and landline telephone facility, which should be mentioned on the bidder's letter head;
13. All the documents submitted with the bid must be signed and stamped by the designated authorized officer of the bidder.

3.2 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are **NOT ELIGIBLE**. Bidders blacklisted by any Government (Federal, Provincial or Local) or a public sector organization are also **NOT ELIGIBLE**.

#### 4. **Corruption and Fraud**

4.1 The Government of Pakistan defines Corrupt and Fraudulent Practices as "corrupt and fraudulent practices" which includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.

4.2 Indulgence in corrupt and fraudulent practices is liable to result in rejection of bids, cancellation of contracts, debarring and blacklisting of the bidder, for a stated or indefinite period of time.

5. **Eligible Goods and Services** All goods and related services to be supplied under the contract shall conform to the policies of the Government of Pakistan in vogue. All expenditures made under the contract shall be limited to such goods and services.
- For purposes of this clause, (a) the term “Goods” includes any goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related ancillary services such as transportation, insurance, installation, after sale service, support and trainings etc.
6. **Cost of Bidding** The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
7. **Bidding for Selective Items** The bidder must bid for all items of a lot specified in the Schedule of Requirements (**Section III**) and provide turnkey solution for lot 4 and any other lot, if required. Bidding for a few/partial items within a Lot (i.e. not covering all items in a Lot) is strictly prohibited and will result in the rejection of the bid. However, a bidder can bid for more than one Lot by submitting bid security for each lot.
8. **Pre- Bid Meeting** 8.1 **A Pre-bid Meeting will be held on, 31<sup>st</sup> January, 2023 (Tuesday) at 12:00 hours in Conference Room, 9<sup>th</sup> Floor, Kohsar Block, Pak, Secretariat, Ministry of Human Rights (MoHR).**
- 8.2 All the bidders are strongly encouraged to attend the Pre-bid meeting.
- 8.3 Minutes of the pre-bid meeting will be transmitted promptly to all Bidders who have acquired the Bidding Documents from the sources indicated in the Invitation for Bids. Any modification of the Bidding Document that may become necessary as a result of the pre-bid meeting shall be made by MoHR exclusively through the issuance of an Addendum.
- 8.4 Nonattendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

## The Bidding Procedure

9. **The Governing Rules** The Bidding procedure shall be governed by the Public Procurement Rules-2004 issued and amended from time to time, by the Public Procurement Regulatory Authority (PPRA).
10. **Applicable Bidding Procedure** 10.1 The bidding procedure is governed by Public Procurement Rule 36(b) “**Single stage – Two Envelope procedure**”. Bidders are advised to also refer to the Invitation for Bids at **Page 4** to conform to the Bidding procedure applicable in the present bidding process.
- 10.2 The bidding procedure prescribed in the Invitation for Bids is



explained herein below:

**“Single Stage: Two Envelope Procedure”**

- i) The bid shall comprise of a single package containing two separate sealed envelopes. Each envelope shall contain separately the **Financial Bid** and the **Technical Bid**;
- ii) The envelopes shall be marked as **“FINANCIAL BID”** and **“TECHNICAL BID”** in bold and legible letters to avoid confusion;
- iii) Initially, only the envelope marked as **“TECHNICAL BID”** shall be opened in the **Committee Room, 9<sup>th</sup> Floor, Kohsar Block, Ministry of Human Rights (MoHR)** on the date and time prefixed in the Invitation for Bids (IFB)/ Notice for receipt/submission of bids in the presence of the bidders or their authorized representatives, who may choose to be present.
- iv) The envelope marked as **“FINANCIAL BID”** shall be retained in the custody of Procuring Agency without being opened;
- v) The Procuring Agency shall first establish the **“Eligibility”** of the bidder and then evaluate the Technical Bid conforming the compliance of the offered item’s technical specifications with the demanded ones and other terms & conditions, without reference to the price and reject any Bid which does not conform to the specified/demanded requirements;
- vi) During the technical evaluation, no amendments in the Technical Bid shall be permitted, however, if required, any clarification(s) which shall not constitute any material deviation of bid, may be asked. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- vi) The **“FINANCIAL BIDS”** of eligible and technically qualified Bidders shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance within the bid validity period;
- vii) The Financial Bid of ineligible and/or technically non-responsive bidders shall be returned un-opened to the respective Bidders subsequent to the announcement of **“Bid Evaluation Report”** (BER); and
- viii) The bid found to be the Most advantageous Bid shall be accepted.

## **The Bidding Documents**

- 11. **Contents of the Bidding Documents**
  - 11.1 The goods required, applicable bidding procedures, and Contract Terms are prescribed in this Bidding Documents. In addition to the Invitation for Bids, this Bidding Document includes:

- a) Instructions to Bidders (ITB);
- b) Schedule of Requirements;
- c) Technical Specifications;
- d) Evaluation Criteria;
- e) Bid Forms (including technical forms and financial forms);
- f) Draft Standard Contract including Special Conditions of Contract (with Annexures) and General Conditions of the Contract, and Integrity pact.

11.2 The “**Invitation for Bids**” (IFB) Notice is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the IFB Notice and the Bidding Documents listed in 11.1 above, the Bidding Documents shall take precedence.

11.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or to submit a bid not substantially responsive to the Bidding Documents in every respect shall be at the Bidder’s risk and shall result in the rejection of its bid.

12. **Clarification(s) on Bidding Documents.** A prospective Bidder requiring any clarification(s) on the Bidding Documents may notify the Procuring Agency in writing at the Procuring Agency’s address indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding documents, which it receives no later than seven (7) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency’s response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the Bidding Documents.

13. **Amendment(s) to the Bidding Documents.** 13.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification(s) requested by a prospective Bidder, may modify the Bidding Documents by amendment(s).

13.2 All prospective Bidders that have received the Bidding Documents shall be notified of the amendment(s) in writing through Post, e-mail or fax, and shall be binding on them.

13.3 In order to allow prospective Bidders reasonable time for taking the amendment(s) into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

## Preparation of Bids

14. **Language of Bids.** 14.1 All correspondences, communications, associated with preparation of Bids, clarifications, amendments, submissions shall be written in English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English or Urdu, in which

case, for purposes of interpretation of the Bid, the said translation shall take precedence.

15. **Documents comprising the Bids.**

15.1 The Bid shall comprise of the Bid Forms of this Bidding Document and all that ancillary documentation that are prescribed for the eligibility of the bidders and goods and ancillary services that are found necessary and highlighted in the Bid Forms in **Section V**.

15.2 The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

16. **Bid Price**

16.1 The Bidder shall indicate on the appropriate form prescribed in this Bidding Document the unit prices and total bid price of the goods, he proposes to supply under the Contract.

16.2 Form prescribed for quoting of prices, should be typed and printed on the bidder's letterhead. Any alteration/correction must be initialed. Every page of the bid is to be signed and stamped at the bottom.

16.3 The Bidder should quote the prices of goods according to the technical specifications as provided in **Section III** of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

16.4 The Bidder is required to offer a competitive price. All prices must include all the taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties. The bidder shall be responsible for all new taxes, if any, levied by the Government until completion of the contract.

16.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.

16.6 Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive Bid.

16.7 While making a price quote, trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price, due to market fluctuation and/or rupee depreciation, in the cost of goods and services shall be entertained.

17. **Bid Currencies**

Prices shall be quoted in Pak Rupees.

18. **Supporting Documents to judge specification** The bidder shall provide the leaflets/brochures/catalogs of quoted products with the bid.
19. **Documentation on Eligibility of Bidders** Bidder shall furnish, as part of its bid (along-with Bid Forms & Price Schedule) following documentary evidence to establish their eligibility and qualifications to perform the Contract if his bid is to be accepted: -
- a) Minimum five (05) years of experience in supplying of quoted items having proper Outlet/Office,
  - b) Duly authorized by the Original Manufacturer/ Principal of Leading Brands (Authorization Letter addressed to Secretary Ministry of Human Rights shall be provided),
  - c) Registered with Income & Sales Tax Departments and on the Active Tax Payers List of FBR,
  - d) Affidavit duly attested by the Oath Commissioner/Notary Public to the effect that the respective bidder is not blacklisted by any Government (Federal, Provincial or Local) or a public sector organization.
  - e) Manufacturer's warranty (Three years).
- Details are covered in the **Section IV** containing Evaluation criteria.
20. **Bid Security**
- 20.1 The Bidder shall furnish, as part of its bid, a Bid Security @ 2% of the total Quoted Bid Value for a Lot in Pak Rs. in the shape of pay order/demand draft/ call deposit in the name of **Drawing & Disbursing Officer (DDO), MoHR**. Unsuccessful bidder's Bid Security shall be discharged or returned soon after announcement of the successful bids.
- 20.2 The Bid Security (in the shape of pay order/demand draft/ call deposit) shall be enclosed with in the 'Financial Bid' sealed envelope.
- 20.3 The successful Bidder's Bid Security shall be discharged upon signing of contract, successful delivery of goods, furnishing of the performance/bank guarantee and confirmation of the performance/bank guarantee by the Ministry of Human Rights with the Bank of the successful bidder.
- 20.4 The bid Security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity;
- or
- (b) In the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a performance security (if any).
21. **Bid Validity**
- 21.1 Bids shall remain valid for 120 days after the date of opening of technical bid prescribed by the Procuring Agency. A bid having validity for a shorter period shall be rejected by the Procuring Agency as non-responsive.

21.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

21.3 Bidders who;

(a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and

(b) Do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

## Submission of Bids

### 22. Sealing and Marking of Bids

22.1 The envelopes shall be marked as "**FINANCIAL BID**" and "**TECHNICAL BID**" in bold and legible letters to avoid confusion. Similarly, the Bidder shall seal the bid/ bids in separate envelopes. The envelopes shall then be sealed in an outer envelope.

22.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and

(b) Bid Reference No. indicated in the Invitation for Bids, and a statement: "**DO NOT OPEN BEFORE,**" the time and the date specified in the Invitation for Bids for opening of Bids.

22.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as "non-responsive" or "late".

22.4 In case the Bidder is bidding for more than one Lot they will have to prepare separate price schedule for each Lot-which will be sealed in one envelope marked as "Financial Bid".

22.5 If the outer as well as inner envelope is not sealed and marked as required by 22.1 to 22.4 above, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

22.6 The bids must be delivered by hand or by courier so as to reach the office of **Project Director (ISMoHR), Institutional Strengthening of Ministry of Human Rights (MoHR)** on the date and time prefixed in

the Invitation for Bids (IFB). The ‘technical’ bid must include its soft copy in a **USB and two hardcopies** which must be included in the envelope marked as ‘Technical Bid’. Bids submitted through telegraph, telex, fax or email shall not be entertained.

23. **Deadline for Submission of Bids**
- 23.1 Bids must be submitted by the Bidder and received by the Procuring Agency on/or before **11:00 a.m. by 10<sup>th</sup> February, 2023. Bids received later than the time and date specified will stand summarily rejected.**
- 23.2 The Procuring Agency may, in its discretion, extend the prescribed deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 13 above, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
24. **Late Bids**
- Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 23 shall be rejected and returned unopened to the Bidder.
25. **Withdrawal of Bids**
- 25.1 The Bidder may withdraw its bid after the bid’s submission and prior to the deadline/closing time & date prescribed for submission of bids.
- 25.2 No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this period may result in forfeiture of the Bid Security submitted by the Bidder, pursuant to the ITB Clause 20 above.

## Opening and Evaluation of Bids

26. **Opening & Evaluation of Technical & Financial Bid by the Procuring Agency**
- 26.1 The “Technical Bids” received, shall be opened by the Procuring Agency publicly in the presence of the Bidders or their representatives who may choose to be present **in the committee room, 9<sup>th</sup> floor, Kohsar Block, Pak, Secretariat, Ministry of Human Rights (MoHR) on 10<sup>th</sup> February, 2023 at 11:30 a.m.** No Technical Bid shall be rejected at opening, except for late bids, which shall be returned unopened to the Bidder.
- 26.2 All Bidders in attendance shall sign an attendance sheet.
- 26.3 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of Technical Evaluation bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations, specifically Clauses: 14, 15, 16, 19, 20, 21 & 22. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, delivery schedule, taxes & duties etc. shall be deemed

to be a material deviation for technical Bids and Bid Security for Financial Bids. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

26.4 The Technical Bids shall then be evaluated conforming compliance of the offered item's technical specifications with the demanded ones.

26.5 The Financial Bids of technically qualified (i.e. compliant to technical specifications and other terms & conditions) bidders shall be opened publicly on a specified date, time and venue which shall be communicated to the bidders **at the time of opening of technical bids.**

26.6 The Procuring Agency shall open one Financial Bid at a time and read out aloud its contents which may include name of the Bidder, items bid for and unit prices and total amount of the Bid (if applicable). The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the Public Procurement Rules-2004, specifically Rule 28 (**Opening of Bids**).

26.7 In the Financial Bids the arithmetical errors shall be rectified on the following basis: -

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and its Bid Security may be forfeited.

If there is a discrepancy between words and figures, the amount in words shall prevail.

## 27. **Rejection of Bids**

27.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid under Public Procurement Rules (PPR) 2004. The Procuring Agency may upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

27.2 Bidder must not indicate directly or indirectly their financial bid anywhere in the technical bid. Any such disclosure shall result in summary rejection of entire bid of the concerned bidder.

27.3 Conditional or incomplete bid/bids shall be rejected.

27.4 The bid/bids received with over-writing, cutting and doubtful figure shall be rejected.

27.5 The Procuring Agency incurs no liability, solely by virtue of its invoking Rule 33 of PPR 2004, towards Bidders who have submitted bids.

27.6 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

28. **Re-Bidding** 28.1 If the Procuring Agency rejected all bids in pursuant to ITB Clause 27, it may call for a re-bidding.

28.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

29. **Announcement of Evaluation Report** Announcement of Evaluation Report will be as per PPR, 2004.

30. **Contacting the Procuring Agency** 30.1 No Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.

30.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

## **Award of Contract**

31. **Acceptance of Bid and Award Criteria** The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in **Section IV** and having the most advantageous bid, if not in conflict with any other law, rules, regulations or policy of the Government of Pakistan, shall be awarded the Contract, within the original or extended period of bid validity.

32. **Procuring Agency's Right to vary quantities at the time of Award** The Procuring Agency reserves the right at/after the time of award of Contract to increase or decrease, the quantity of goods upto 15% as originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

33. **Notification of Award** 33.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that his bid has been accepted.

33.2 The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder.



33.3 The enforcement of the Contract shall be governed by Rule 44 of the PPRA, 2004.

34. **Signing of Contract**

34.1 After the notification of award, the Procuring Agency shall send the successful Bidder the Contract Form provided in the bidding documents

34.2 The Contract shall become effective upon affixation of signature of the Procuring Agency and the selected Bidder on the Contract document.

34.3 If the successful Bidder, after completion of all codal formalities shows an inability to sign the Contract then its Bid Security shall stand forfeited and the firm may be blacklisted and de-barred from future participation, whether temporarily or permanently. In such situation the Procuring Agency may award the contract to the next lowest evaluated Bidder or call for new bids.

35. **Performance Guarantee**

35.1 On the date of signing of Contract, the successful Bidder shall furnish a Performance Guarantee @ 10% of the total Contract Cost of Lot/Lots, on the Form and in the manner prescribed by the Procuring Agency.

35.2 The Bid Security submitted by the successful bidder at the time of submitting its bid shall be returned to the Bidder upon signing of contract, successful delivery of goods, furnishing of the performance/bank guarantee and confirmation of the performance/bank guarantee by the Ministry of Human Rights with the Bank of the successful bidder.

35.3 Failure to provide a Performance Guarantee by the successful Bidder is a sufficient ground for annulment of the award and forfeiture of Bid Security. In such event the Procuring Agency may award the contract to the most advantageous bidder or call for new bid.

## **SECTION III**

### **SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS**

## Schedule of Requirements:

The equipment shall be delivered and installed in accordance with the following schedule of requirements: -

### Lots#1, 2,3,5,6,7 & 8

S.Nos	Milestone	Time Period
1	Supply/ Delivery of Equipment	Six to Eight weeks from the date of signing of contract/issuance of purchase order

### Lot#4 (Supply & Installation of Access Switches & IT Passive Equipment)

S.Nos	Milestone	Time Period
2 (a)	Supply/ Delivery of Active equipment	Six to Eight weeks from date of signing of contract/issuance of purchase order
2 (b)	Installation of Equipment	Eight to Nine weeks, from the date of signing of contract/issuance of purchase order
3	Successful testing and acceptance of fiber Optic cable and I/O Nodes.	Within one week from installation and configuration of hardware and networking
4	Configuration of Active equipment	One week after supply and installation of S.No. 2(a) and 2(b).

## **Details of Lots and Quantity:**

<b>Lot No.</b>	<b>NAME OF ITEMS</b>	<b>Quantity</b>
<b>Lot 1: Supply and Installation of Desktop Systems with LED screen and Licensed Windows</b>		
1.	Supply and Installation of Desktop PCs with Licensed windows and LED Screen	15
<b>Lot 2: Supply and Installation of Heavy Duty Scanners</b>		
2.	Heavy Duty Scanner	2
<b>Lot 3: Supply and Installation of Network Laser Printers</b>		
3.	Network Laser Printer (All in One type, Printer, Copy, Scan, Fax)	6
<b>Lot 4: Supply and Installation of Access Switch and IT Passive Equipment</b>		
4.1	Access Switches	2
4.2	Cables Rolls	As per Actual
4.3	Rack 9 U	1
4.4	Patch Panel	1
4.5	Fiber ODF 10 G	1
4.6	Pigtail SC Coupler adapter Plated (As Per Actual)	24
4.7	Fiber Patch Cord SM SC/LC and LC/LC 1M	06
4.8	10 GE SFP + Module for Extreme Core Switch	04
4.9	Cable Tie	As per Actual
4.10	Supply, Installation, Tagging, Testing and Commissioning	1 Job
<b>Lot 5: Supply and Installation of 1 KVA UPS</b>		
5.	UPS 1 KVA	2
<b>Lot 6: Supply and Installation of IT Accessories</b>		
6.1	Head Set	12
6.2	Slide Presenter	2
6.3	HDMI to TYPE-C Converter	2
6.4	Multi-Port Adapter	2
<b>Lot 7: Supply of Furniture &amp; Fixtures for Call Centre</b>		
7.1	Officer Table	3
7.2	Officer Chairs	3
7.3	Staff Chair	12
<b>Lot 8: Supply &amp; Installation of Licensed Antivirus</b>		
8.	Licensed Antivirus	50 CALs

# Technical Specifications

Note: All the quoted equipment should be recognized/reowned brands.

## Lot 1: Supply & Installation of Desktop System with LED screen and licensed Windows

S.No.	Item	Specification	
1.	<b>Desktop PCs with LED Screen</b>	Processor	Intel Core i7 12 <sup>th</sup> Gen (2.5 GHz to 4.7 GHz Processor with TPM 2.0) or higher
		Cache	16 MB or higher
		Chipset	Chipset 500 series with BIOS Security (Self-Healing BIOS) or higher
		Memory	16 GB DDR4 3200 MHz Memory or higher
		Hard Drive	500 GB NVMe SSD, 72000 RPM
		Chassis	Tower / Mini Tower
		Ports	Front: 1X Microphone/Audio Combo jack, 2x USB 3.2 Back: 1X display port/1X VGA port/1XHDMI, 2X USB 2.0, 2X USB 3.1, 1XRJ-45 or Higher
		Network Interface card	1X Intel Ethernet RJ45 Port with Built in wireless Card
		Keyboard and Mouse	USB Business Slim Wired Keyboard and Optical Mouse
		Power Supply	180W / 250w Power supply or more power efficient
		LED Screen	18.5" LED with HDMI/VGA Port
		OS	Windows 11 Pro pre-installed or OLP 64bit Installed OS (Activated)
		Warranty	Three (3) years onsite warranty with labour & Parts
Support	3-year onsite support within 24 /7		

**Lot 2: Supply and Installation of Heavy Duty Scanners**

S.No.	Item	Specification	
2.	Heavy Duty Scanner	Scan Type	ADF Scanner
		Digital sending standard features	Local or network folder; e-mail; Cloud destinations; Google Drive; Box; FTP; printer; fax; user-defined command-line application; web folder
		Through put Speed Colour/greyscale/B&W	Up to 120 ppm/240 ipm (black & white, colour, greyscale, 200 dpi) or higher
		Operator Control Panel	User Friendly preferably Graphical LCD controls
		Imaging Technology	CCD or CIS (Grayscale output bit depth is 256 levels)
		Illumination	LED
		Output resolution	150 to 600 dpi or higher
		Document Scan size	A3, Legal and A4 with option to scan long documents
		Document size	Maximum: 12 in x 160 in Minimum: 2.5 in x 2.8 in
		Paper thickness and weight	34-433 g/m <sup>2</sup> , (9-160 lb.) paper
		Multi Feed Detection	Ultrasonic
		Recommended Daily Volume	60,000 pages or higher
		Document Feeding Capacity	Min 300 sheets 80 g/m <sup>2</sup> or 20 lb
		Connectivity	USB 3.0 or 3.1 and 1X Ethernet Lan Port 10/100/1000
		Imaging Features	Barcode reading; Perfect Page scanning; Deskew; Autocrop; Fixed cropping; Relative cropping; Multi-lingual auto orientation; Orthogonal rotation; Add border; Remove border; Intelligent image edge fill; Round/Rectangular Hole Fill; Content or file size-based blank page removal; Sharpening; Streak Filtering; Automatic brightness/contrast; Background color smoothing; Automatic color balance; Auto white balance; Enhanced color adjustment; Enhanced color management; Automatic color detection; Adaptive threshold processing; Fixed thresh holding; iThresholding; Lone pixel noise removal; Majority rule noise removal; Halftone removal; Electronic color dropout (R, G, B); Predominate (1) color dropout; Multiple (up to five) color dropout; All color dropout; Dual stream; Compression (Group 4, JPEG); Image merge; Long document scanning (up to 4,064 mm/160 in.
		OS Compatibility	Windows 10-11 (32-bit and 64-bit).
		Scan file format	PDF (image-only, searchable, MRC, PDF/A, encrypted), TIFF (single page, multi-page, compressed: G3, G4, LZW, JPEG), DOC, RTF, WPD, XLS, TXT, XML, XPS, HTML, OPF, JPG, BMP, PNG
		Warranty	Three (3) years onsite warranty with labour & Parts
		Support	3-year onsite support within 24 /7.
		Training	Onsite operational training to staff

### Lot 3: Supply and Installation of Network Printers

S.No	Item	Specification	
3.	Network Laser Printer	Model	Network Laser printer
		Print Type	Mono Laser Printer, Copy, Scan, Fax (All in One type)
		Print Speed	Black (normal quality minimum 40 ppm)
		Resolution	1200 x 1200 dpi or higher
		Duty Cycle	minimum 75,000 monthly or higher
		Monthly Page Volume	Up to 4000
		Duplex Printing	Automatic
		Memory (RAM)	512 MB or higher
		Processor	800 MHz or higher
		Display	Yes
		Paper Handling	Minimum 100-sheet multipurpose tray, minimum 250-sheet input tray2.
		Mobile Printing Capability	Yes
		Connectivity Options	Hi-Speed USB 2.0; 1 host USB; Gigabit Ethernet 10/100/1000BASE-T network; Wi-Fi 802.11b/g/n
		E-Print	Preferred
		Warranty	Three (3) years warranty with labour & Parts
Support	3-year onsite support within 24 /7.		

#### Lot 4: Supply and Installation of Access Switch and IT Passive Equipment

S.No.	Item	Specification
4.1	<b>Access Switches</b>	<ul style="list-style-type: none"> <li>• 24x RJ45 10/100/1000Mb auto-sensing ports with PoE/PoE+,</li> <li>• 2 x 10GE SFP+ with integrated Fiber Transceiver modules with integrated power supply unit (PSU).</li> <li>• Fully managed Layer 2 switching</li> <li>• Layer 3 Lite IPv4 and IPv6 functionality including static routing</li> <li>• 1 x Out-of-band 10/100BaseT Ethernet port for Management</li> <li>• Must Support VLAN routing interfaces</li> <li>• Must Support Protocol-based VLANs</li> <li>• Must Support Private VLAN extensions and Private VLAN Edge support</li> <li>• Must Support Network Management SNMPv1, Community-based SNMPv2</li> <li>• Must have User-based and view based security model</li> <li>• Must Support Access control lists (ACL), Time Controlled and MAC/IP Based ACLs</li> <li>• Must Support Flow Based QoS Services and Port Based QoS Service Mode</li> <li>• Forwarding performance must be not less than 90Mpps</li> <li>• Switching capacity must be not less than 90 Gbps</li> <li>• Switch offer stacking architecture that allows management of up to four switches from a single IP address</li> <li>• 3 years' Standard warranty with Professional Support: Next Business Day onsite service.</li> <li>• Must Have OEM Presence in Pakistan for Last 3 Years (as per SECP)</li> <li>• Must have Authorized letter from Manufacturer.</li> <li>• Installation, Configuration &amp; Deployment as per requirement.</li> </ul>
4.2	<b>Cat 6 Cables</b>	<ul style="list-style-type: none"> <li>• Cat6 UTP Cable 23AWG Low Smoke Zero Halogen 305 Meter Roll (1000 feet min).</li> <li>• Compatible with PoE (Power over Ethernet) and PoE+ (Power over Ethernet Plus) which allow to supply equipment's (IP phone, camera, WIFI hotspot) until 13W or 25W.</li> </ul>
4.3	<b>Data Rack 9 U</b>	<ul style="list-style-type: none"> <li>• 9U single Section imported Rack with Glass Door, fan and 8 port PDU and wall-mounted.</li> <li>• 1 x Multi plug for power connection.</li> <li>• Supply, Installation and Power connection.</li> </ul>
4.4	<b>Patch Panel</b>	<ul style="list-style-type: none"> <li>• Classic Patch Panel, 24 ports, black aluminum, K6 Jack, Cat 6, UTP, Shuttered (tool-less termination)</li> </ul>
4.5	<b>Fiber ODF 10 G</b>	<ul style="list-style-type: none"> <li>• Fiber ODF 10G with all accessories including Pigtailed SC coupler adapter plates minimum 12 ports etc.</li> </ul>
4.6	<b>Pigtail SC Coupler Adapter Plated</b>	<ul style="list-style-type: none"> <li>• 24 X Pigtail SC Coupler adapter plated for existing Fiber ODF</li> </ul>
4.7	<b>Fiber Patch Cord SM SC/LC and LC/LC</b>	<ul style="list-style-type: none"> <li>• 12 X Fiber Patch cords 10G OM3 Single Mode. (3 x SC-LC and 3x LC-LC)</li> </ul>
4.8	<b>10 GE SFP + Module for Extreme Core Switch</b>	<ul style="list-style-type: none"> <li>• 10 GE SFP+ for Extreme core X440-G2-12t-10GE4 and uplink connectivity between Switches.</li> </ul>
4.9	<b>Cable Tie</b>	<ul style="list-style-type: none"> <li>• 8-inch</li> </ul>
4.10	<b>Installation, Commissioning, Training,</b>	<ul style="list-style-type: none"> <li>• Installation, Commissioning, complete documentation (high level NW documents etc.)</li> </ul>



	<b>Warranty &amp; Support</b>	<ul style="list-style-type: none"> <li>• Fiber Optic cable deployment, splice and Connectivity with server room and two new switches.</li> <li>• 12 X Single Non Shuttered Faceplate with I/O and Back Box</li> <li>• Deployment of Cat-6 cables for 10 LAN Points, Punching in I/O Box, testing and commissioning</li> <li>• Testing of Active and Passive Equipment including Performance Testing with DTX-1800.</li> <li>• Installation as per ANSI/TIA 568</li> <li>• Tagging as per IEEE 606-B</li> <li>• Fluke testing of nodes</li> <li>• Operational training to staff</li> <li>• 3 years' Standard onsite warranty with Support: Next Business Day onsite service.</li> </ul>
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**Lot 5: SUPPLY AND INSTALLATION OF 1 KVA UPS**

S.No.	Item	Specification
5.	<b>UPS 1 KVA</b>	<ul style="list-style-type: none"> <li>• RATING: 1000VA, Power factor 0.7 or higher</li> <li>• LED Display</li> <li>• On-battery regulation <math>\pm 5\%</math> of nominal voltage</li> <li>• Online UPS with pure Sine Wave output</li> <li>• Frequency 50/60 Hz</li> <li>• Audible alarm</li> <li>• Automatic Shutdown</li> <li>• Backup time: 30 Minutes Minimum.</li> <li>• Dry Sealed Maintenance Free Batteries</li> <li>• Required accessories for installation of the UPS</li> <li>• Three years warranty with parts and labor</li> <li>• Three years onsite support within 24/7</li> </ul>

**Lot 6: SUPPLY AND INSTALLATION OF IT ACCESSORIES**

S.No.	Item	Specification
6.1	<b>Headset</b>	<ul style="list-style-type: none"> <li>• Headphone set with mic. Sound output Mode: Stereo, Noise-Cancelling headphones, Echo Cancelling, Soft Ear cushions, Frequency Response: 20 Hz - 20 KHz, Supported Windows 10, 11 and MAC OS. Volume control with Mute button on headset. Plantronics Black-wire C310 or equivalent.</li> </ul>
6.2	<b>Slide Presenter</b>	<ul style="list-style-type: none"> <li>• Wireless Presenter, range up to 15 m</li> <li>• Plug and Play without, with batteries</li> <li>• Supported OS: Windows 10/11 and MAC etc.</li> <li>• R400 LASER or equivalent.</li> </ul>
6.3	<b>HDMI to Type-C</b>	<ul style="list-style-type: none"> <li>• HDMI to Type-C Converter</li> </ul>
6.4	<b>Multi-port Adapter</b>	<ul style="list-style-type: none"> <li>• HDMI Port: Support 4K HDMI Video Resolution.</li> <li>• USB 3.0 or High Speed port: High-speed USB, Power supply up to 4.5W max.</li> <li>• USB-C Female Port: Support max 87W power adapter.</li> <li>• USB-Male: Compatible with thunderbolt 3. Make sure that the host USB-Con your device complies with the USB3.0/3.1 Specification</li> <li>• Ethernet: 10/100/1000 Gigabit Ethernet</li> <li>• SD/TF Card Reader: Support multiple types of TF and SD cards, SD cards and TF cards cannot use at the same time.</li> <li>• VGA port: 1080p resolution support</li> <li>• Windows and MS OS supported</li> </ul>

**Lot 7: Supply of Furniture & Fixture for Call Centre**

<b>S.No.</b>	<b>Items</b>	<b>Specification</b>
7.1	<b>Officer Table</b>	Size 5x3x2.5 Solid Sheesham Veneer board having 03 Drawers with locks file cabinet cum computer table on the other side, size 4'x1.6 ft having Sheshum lipping and moveable <b>(sample picture should be provided)</b> With side rack: Dimensions: 42" W x 16" D x 30"H • Construction: Wood and hardwood solids • Shelves <b>(sample picture should be provided)</b>
7.2	<b>Officer Chairs</b>	Revolving & adjustable-black color leather back seat with wooden handles-padded polypropylene (synthetic)fabric, metal base hydraulic system and base Taiwan made and molty foam, arm rest PP arm <b>(sample picture should be provided)</b>
7.3	<b>Staff Chair</b>	<b>Staff Chair:</b> Nylon Back Frame, Korean Mesh Black, Adjustable Chromed Armrest With PU Pad, Adjustable Headrest, Adjustable Lumbar, Synchronized Mechanism, Chromed Gaslift (BIFMA), Aluminium Base (BIFMA), Black PU Caster (BIFMA) <b>(sample picture should be provided)</b>

**Lot 8: Supply & Installation of Licensed Antivirus**

<b>S#</b>	<b>Items</b>	<b>Specification</b>
8	<b>Licensed Antivirus for PCs/Laptops</b>	Antivirus Endpoint Security for Business ADVANCED with 50 CAL, Installation and deployment of antivirus on desktop systems Three (03) Years software licensed with onsite warranty and support

# **SECTION IV**

## **EVALUATION CRITERIA**

## Evaluation Criteria:

Technical Bids shall be evaluated as per the following Evaluation Criteria.

1. NTN Certificate.
  2. GST Certificate.
  3. **On Active Tax Payers List of FBR. (I.T & GST)**
  4. Registration/Incorporation/Business Certificate and number of business years in Pakistan.
  5. Complete Company profile with Technical Team/ Professionals.
  6. The bidder should be a company/firm having operational office in Islamabad/ Rawalpindi.
  7. Minimum five (5) years' experience in supply and installation of hardware/networking equipment.
  8. Manufacturer's Authorization certificate from the original manufacturer of IT hardware and in case of networking for active networking components. The bidder should be authorized partner/distributor/ seller from the Original Manufacturer. The bidder shall have to submit the certificate of authorization (in original) from the OEM addressed to Secretary, Ministry of Human Rights (MoHR), Islamabad.
  9. A letter is required from the principal, saying that the quoted product will not reach End of Sale mark is still 3 years away and its End of Support will be at least 5 years away from the date of bid submission.
  10. Bid Validity period of 120 days.
  11. Affidavit on legal paper to the effect that not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public sector organization/Division/ Ministry.
  12. Compliance with schedule of requirements and technical specifications (Yes/No).
  13. Submission of required amount of bid security with Financial Bid (A confirmation to this effect in Technical Bid is must).
  14. **Manufacturer's standard warranty:** Three (03) year onsite warranty including parts and labour.
  15. Compliance with Technical Specifications & scope of work in case of networking (Yes/No).
  16. Technical brochures/ Data Sheets for the hardware and Licensed software to be provided.
  17. Original Bidding Documents duly signed/stamped.
- Additional Conditions for Eligibility of an I.T Networking Firm**
18. List of successful completion of minimum three similar projects in size or above nodes. Value, Size and Nature of Projects completed, in tabular form to be provided.
  19. In case of Joint Venture (JV)/ Consortium, evidence of relationship between the partners. Number of years of incorporation of the participating organization or participating organizations (if more than one) in IT business for at least three years. Scope of Business of Participating Organization (s) and scope of involvement of participating organizations in JV/consortium.
  20. Ministry of Human Rights requires List of certified professionals.

### Evaluation Criteria

#### Least Cost Based Selection (LCBS)

After meeting the requirements of eligibility, qualification and substantial responsiveness, the bid in compliance with all the mandatory (technical) specifications/requirements and/or requisite quality threshold (if any), and having lowest evaluated cost (or financial proposal) shall be considered highest ranked bid/most advantageous bid.

**SECTION V**  
**BID FORM**

# BID FORM1

## Letter of Intent

*Bid Ref No. 1(25)/2022-23/ISMohR*

*Date of the Opening of Technical Bid*

*Name of the Contract: {Add name}*

To: *[Ministry of Human Rights (MoHR), Islamabad]*

Dear Sir,

Having examined the bidding documents, including Addenda Nos. [insert numbers& Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule provided in Financial Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our Financial Bid is accepted, to deliver the Goods in accordance with the delivery schedule specified in the schedule of requirements.

If our Financial Bid is accepted, we undertake to provide a performance security/guarantee in the form, in the amounts, and within the time lines specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the bidding documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any Financial Bid you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per ITB clauses 18 & 19 of the bidding documents and have duly provided bid security @ 2% of the total bid value, in the shape of pay order/demand draft/ call deposit in the name of \_\_\_\_\_ with our Financial Bid.

\*We also confirm that if our bid is accepted, that all partners of the joint venture shall be liable jointly and severally for the execution of the contract and the composition on the constitution of the joint venture shall not be altered without the prior consent of the Ministry of Human Rights

\*[This clause does not apply if bidder is a single firm]

Dated this *[insert: number]* day of *[insert: month]*, *[insert: year]*.

*Signed:*

*In the capacity of [insert: title or position]*

*Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]*

## BID FORM 2

Name of the Firm

Bid Reference No: **1(25)/2022-23/ISMohR**

Date of opening of Bid.

Documentary Evidence for Determining Eligibility of the Bidders & Evaluation of bids

Required Documentation (To Be Filled by the Procuring Agency)	Checklist (To be initialed by the Bidder against each document)	Relevant Page Number in the Bid (To be filled by the Bidder)	Supporting Documents (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
Column:1	Column:2	Column:3	Column:4
NTN Certificate			
GST Certificate			
On Active Tax Payers List of FBR (I.T & GST)			
Registration/Incorporation/Business Certificate			
Complete Company profile			
Operational Office in Islamabad/Rawalpindi			
Firm's past performance i.e. Minimum five years' experience in supplying and installation of IT hardware and networking equipment			
Affidavit duly attested by the Oath Commissioner/Notary Public to the effect that the respective bidder is not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public sector organization.			
Letter of Original Manufacturer's authorization			
Bid Validity period of 120 days			
Compliance with schedule of requirements			
Submission of required amount of bid security with Financial Bid			
Compliance with Technical Specifications			
Manufacturer's warranty: Minimum One year and onsite support			

Technical brochures/data sheets			
Original Bidding Documents duly signed/stamped			
<b>Additional requirements for Networking firm</b>			
Compliance with scope of work for the networking equipment (Active and Passive)			
Evidence of successful completion of three networking projects of 150 nodes and above in the last 3-5 years			
Evidence of Joint Venture/consortium, in case Joint Venture/Consortium is formed for undertaking networking			
List of certified professionals			

Bidders should only initial against those requirements that they are attaching with the form. In case they do not have any document to attach the corresponding cell in column 2 should be left blank.

Bidders are required to mention the exact page number of relevant document(s) placed in the Bid.

Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in column 1.



### **BID FORM 3**

#### **MANUFACTURER'S AUTHORIZATION**

**To:** *[Secretary, Ministry of Human Rights (MoHR), and Islamabad]*

WHEREAS *[name of the Manufacturer]* who are established and reputable Manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Supplier/ Agent]* to submit a bid, and subsequently sign the Contract with you against the Invitation for Bids (IFB) No. *[1(25)/2022-23/ISMoHR]* for the goods manufactured by us.

We hereby extend our full guarantee and warranty as demanded for the goods offered for supply by the above firm against this Invitation for Bids.

Signature: -----

Designation: -----

Official Stamp: -----

This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid.

# BID FORM 4

## Firm's Past Performance.

Name of the Firm:

Bid Reference No:1(25)/2022-23/ISMohR

Date of opening of Bid:

Assessment Period: (**Minimum Five Years** as per Evaluation Criteria)

Name of the Purchaser/Institution	Purchase Order No.	Description Of Order	Value of Order	Date of Completion	Purchaser's Certificate

For Lot 4, evidence of three projects of 150 and above nodes, undertaken/completed is to be provided.

Bidders may use additional Sheets if required.  
All certificates are to be attached with this form.

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# FINANCIAL BID FORM 5

## Price Schedule

*User Note: This form is to be filled by the Bidder for each individual item and shall submit with Financial Bid.*

Name of the Firm:

Bid Ref. No: 1(25)/2022-23/ISMohR

Date of opening of Bid.

S. #.	Name of the Item	Unit Price (Inclusive of all applicable taxes) *	Qty	Final Total Price (Inclusive of all applicable taxes)
1	2	3	4	5
				(3*4)
Total Price (Inclusive of all applicable taxes)				

Note: The quoted price should include the delivery/installation charges.

**\* Unit price in case of passive networking equipment should be provided based on per network node basis.**

**For guidelines please see 'Note' under Clause 6 of Special Conditions of Contract [Page 51].**

FINAL TOTAL PRICE (in words): -----

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

## BID FORM 6

### Performance Guarantee

To: [*Secretary, Ministry of Human Rights (MoHR), Islamabad*]

Whereas [*Name of Supplier*] (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. [*number*] dated [*date*] to supply [*description of goods*] (hereinafter called “the Contract”).

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 10 % of the total Contract amount as a Security for compliance with the Supplier’s performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [*Amount of the Guarantee in Words and Figures*] and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [*Amount of Guarantee*] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_, 2023/2026

Signature and Seal of the Guarantors/ Bank

Address

Date

# **SECTION VI**

## **DRAFT STANDARD CONTRACT**

## **CONTRACT**

**THIS AGREEMENT** is made on \_\_\_\_\_ day of \_\_\_\_\_, 2023 between

- a. The Ministry of Human Rights (MoHR), Government of Pakistan (hereinafter called the “**Purchaser**”), having its office at 9<sup>th</sup> Floor, Koshar Block, Pak Secretariat, Islamabad and
- b. \_\_\_\_\_ (hereinafter called the “**Supplier**”), having its registered office at \_\_\_\_\_.

(Both individually referred to as “**Party**” and collectively as the “**Parties**”)

**WHEREAS** the Purchaser invited bids for Supply and Installation of -----equipment and ancillary services under the development Project titled ‘Institutional Strengthening of Ministry of Human Rights’ viz. through an advertisement and has accepted a bid by the Supplier for the supply and installation of following goods and services in the sum of Rs \_\_\_\_\_ - ( Rupees \_\_\_\_\_ ) (herein after called “the Contract Price”)

<b>S. No</b>	<b>Item/ Product</b>	<b>Qty</b>	<b>Unit Price (Rs)</b>	<b>Total Price (Rs)</b>
<b>Total (Rs)</b>				

### **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The Following Documents shall be deemed to form and be read and construed as part of this Agreement, viz:
  - a) Annex-I: The Bid Form and the Price Schedule submitted by the Supplier;
  - b) Annex-II: The Schedule of Requirements;
  - c) Annex-III: The Technical Specifications;
  - d) Annex-IV: The Purchaser's Notification of Award;
  - e) Annex-V: Purchase Order issued by the Purchaser;
  - f) Annex-VI: The Special Conditions of Contract;
  - g) Annex-VII: The General Conditions of Contract; and
  - h) Annex-VIII: Integrity Pact [Incase contract is of Rs 10.0 million and above]
3. The Supplier shall provide to the Purchaser the items mentioned on the agreed cost more specifically described in the Price Schedule submitted by the Supplier. The Unit Cost in the Price Schedule, is inclusive of all taxation and costs associated with transportation and other incidental charges.

4. The Supplier shall provide to the Purchaser a Performance Guarantee equivalent to 10% of the total Contract Price in the format prescribed in the bidding document. This Performance Guarantee shall be released to the Supplier upon successful completion of one-year warranty period. Supplier's Bid Security (2% earnest money) submitted with the Bid shall be released upon satisfactory submission of a Performance Guarantee. Failure to submit a satisfactory Performance Guarantee shall result in forfeiture of Bid Security and Cancellation of Contract.

5. The Supplier hereby covenants with the Purchaser to provide the Goods and to remedy defects therein, in conformity in all respects with the provision of the Contract.

6. The Purchaser hereby covenants that 100% payment to the Supplier will be made through AGPR, Islamabad upon satisfactory completion of delivery, submission of invoice by the Supplier and issuance of acceptance certificate from the Purchaser.

7. This contract shall remain valid till completion of one-year warranty period after the delivery of supplies.

In WITNESS whereof the parties here to have caused this Agreement to be executed on the day and year written above.

For & on behalf of the Purchaser

In the Presence of

\_\_\_\_\_

\_\_\_\_\_

Name:  
Title:

Name:  
Title:

For & on behalf of the Supplier

In the Presence of

\_\_\_\_\_

\_\_\_\_\_

Name:  
Title:

Name:  
Title:

**Schedule of Requirements**

Detail of schedule of requirement is given in Section III.



**Technical Specifications and Ancillary Services**

a). **Product Specifications.**

*(Detailed technical specifications, given in Section III, will be followed)*

**Price Schedule submitted by the Bidder.**

*(The approved price schedule submitted by the Bidder will be attached)*

**Purchaser's Notification of Award**

*(Copy of the final letter will be attached)*

**Purchase Order.***(Specimen Sample of PO)*

**Ministry of Human Rights  
Islamabad**

<b>1</b>	<b>Purchase Order No</b>	
	<b>Date</b>	
<b>2</b>	<b>Supplier/Firm Name</b>	
<b>3</b>	<b>Supplier/Firm's Address</b>	
<b>4</b>	<b>Firm Contact No</b>	
<b>5</b>	<b>Conditions of the Contract:</b>	As already communicated in the Bidding Document & Contract
<b>6</b>	<b>Particulars of Stores:</b>	As per detail given below

<b>Item No.</b>	<b>Item Name</b>	<b>Approved Specifications</b>	<b>Unit Price in PKR (As per contract)</b>	<b>Quantity</b>	<b>Total Cost (PKR)</b>

Additional instructions:

- 1.
- 2.
- 3.

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

## Integrity Pact

**Contract No:**

**Dated:**

**Contract Value:**

**Contract Title:**

*[Supplier/firm]*, hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

2. Without limiting the generality of the foregoing, *[Supplier/firm]*, represents and warrants that it has fully declared the brokerage, commission, fees etc., paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

3. *[Supplier/firm]*, certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

4. *[Supplier/firm]*, accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Procuring Agency under any law, contract or other instrument, be voidable at the option of Procuring Agency.

5. Notwithstanding any rights and remedies exercised by Procuring Agency in this regard, *[Supplier/firm]*, agrees to indemnify Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Procuring Agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *[Supplier/firm]*, as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from GOP.

\_\_\_\_\_  
Name:

Designation:

[For Purchaser]

\_\_\_\_\_  
Name:

Designation:

[For Supplier]

## Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

### 1. Definitions (GCC Clause 1)

GCC 1.1 (g)-The Purchaser is: **Ministry of Human Rights (MoHR), Government of Pakistan, Islamabad**

GCC 1.1 (i)-The Project Site is: **9<sup>th</sup> Floor, Kohsar Block, Ministry of Human Rights, Islamabad**

### 2. Inspection and Tests (GCC Clause 4)

- i. After delivery of goods at the Purchaser's premises, the Purchaser shall inspect the quantity, quality, specifications of goods.
- ii. The Inspection Committee of Ministry of Human Rights will carry out detailed physical examination of stocks and can reject, any item if found not according to the approved technical specifications etc. Moreover, the Supplier will also be responsible to replace the same without any further charges.

### 3. Packing (GCC Clause 5)

GCC 5.2 - **Packing & accessories:** All the items to be provided in proper company packing with brochures and CDs.

### 4. Transportation and delivery requirements (GCC Clauses 6& 7)

- i. The bidder shall deliver the supplies at the destination in scratch-less condition with all the manufacturer supplied accessories.
- ii. The Supplier shall arrange such transportation of the Goods as is required to prevent their damage or deterioration during transit to their final destination and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- iii. All costs associated with the transportation including loading/unloading and road taxes shall be borne by the Supplier.

### 5. Warranty (GCC Clause 8)

The warranty period of the supplied goods (IT hardware and software) shall be Three years from date of delivery of the supplies at the purchaser's premises.

**GCC 8.4 & 8.5 Onsite support services will be provided and defects will be corrected within 24 hours.**

### 6. Payments (GCC Clause 9)

Payment to the successful bidder/Supplier will be made subject to:

- Satisfactory delivery, inspection, testing and configuration of items.
- Completion of Scope of Work for Networking (Active and Passive equipment).
- Upon submission of required documents.

- On submission of invoice for payment through AGPR, Islamabad after fulfilling codal formalities.
- 100% payments will be made after successful testing and commission through cross cheque by AGPR Islamabad.

**Note:**

Payment for passive work/ equipment (UTP CAT-6 copper Cable, Patch Panels, Faceplate, I/O, Back box, Patch Cord Cat-6 Gigabit cables machine punched from Faceplate to PC/Equipment and Fiber Cables between switches etc) **will be based on Actual Network Nodes**

**7. Prices (GCC Clause 10)**

GCC 10.1 - **Prices shall be:** Fixed.

**8. Liquidated Damages (GCC Clause 15)**

**GCC .15.1 - Applicable rate:** Penalties for delayed delivery of IT hardware shall be as under:

<b>Mode of Penalty</b>	<b>100% Quantity as per Purchase Order</b>	<b>Total delivery period</b>
Without penalty	56 days	56 days
With penalty @ 0.5 % per day after 56 days from date of issuance of Purchase Order upto maximum of 10% of the total Contract Price	20 days	76 days

**9. Resolution of Disputes (GCC Clause 18)**

**CCC 18.2 - The dispute resolution mechanism to be applied pursuant to GCC Clause 18.2 shall be as follows:**

In the case of any dispute concerning the interpretation and/or application of this contract shall be settled through arbitration. The Secretary Ministry of Human Rights or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the parties.

**11. Notices (GCC Clause 21)**

**CCC 21.1 - Purchaser's address for notice purposes:**

**Project Director (ISMohR),  
9<sup>th</sup> Floor, Kohsar Bloack, Pak Secretariat,  
Ministry of Human Rights, Islamabad  
Ph#: 051-9246099**

**Supplier's address for notice purposes:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone#

Fax#

## General Conditions of Contract (GCC)

<p><b>1. Definitions</b></p>	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> <li>(a) “The Contract” means the agreement entered into between the Purchaser (Ministry of Human Rights) and the Supplier, as recorded in the Agreement/ Contract signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</li> <li>(b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations.</li> <li>(c) “The Goods” means all those equipment, machinery and/or other material which the Supplier is required to supply to the Purchaser under the Contract.</li> <li>(d) “The Services” means those services ancillary to the supply of the goods, such as transportation of goods up to the desired destinations, insurance and any other incidental services such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract.</li> <li>(e) “GCC” means the General Conditions of Contract contained in this section.</li> <li>(f) “SCC” means Special Conditions of the Contract.</li> <li>(g) “The Purchaser” means the organization purchasing the Goods, as named in the SCC.</li> <li>(h) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.</li> <li>(i) “The Project Site”, where applicable, mean the place or places named in the SCC.</li> <li>(j) “Day” means calendar day.</li> </ul>
<p><b>2. Application</b></p>	<p>2. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
<p><b>3. Standards</b></p>	<p>3. The Goods supplied under this Contract against the “Purchase Order”, shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.</p>
<p><b>4. Inspections and Tests</b></p>	<p>4.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no</p>



	<p>extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes.</p> <p>4.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>4.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.</p> <p>4.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the factory/warehouse.</p> <p>4.5 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
<p><b>5. Packing</b></p>	<p>5.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as shall be indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>5.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.</p>
<p><b>6. Delivery and Documents</b></p>	<p>6.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements.</p> <p>6.2 For purposes of the Contract, DDP trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes, transportation &amp; delivery charges, insurances &amp; warranties, if any, etc.</p>
<p><b>7. Transportation</b></p>	<p>7.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p>

<p><b>8. Warranty</b></p>	<p>8.1 The Supplier warrants that the Goods supplied under the Contract are original, new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p> <p>8.2 This warranty shall remain valid for minimum Three years after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.</p> <p>8.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>8.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.</p> <p>8.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take 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><b>9. Payment</b></p>	<p>9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p> <p>9.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract.</p> <p>9.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.</p> <p>9.4 The currency of payment is Pak. Rupees.</p>
<p><b>10. Prices</b></p>	<p>10 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.</p>
<p><b>11. Change Orders</b></p>	<p>11.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> <li>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</li> <li>(b) the method of packing;</li> <li>(c) the place of delivery.</li> </ul>

	<p>11.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) working days from the date of the Supplier's receipt of the Purchaser's change order.</p>
<b>12. Contract Amendments</b>	<p>12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.</p>
<b>13. Assignment</b>	<p>13 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.</p>
<b>14. Delays in the Supplier's Performance</b>	<p>14.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.</p> <p>14.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p> <p>14.3 Except as provided under GCC Clause 17, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.</p>
<b>15. Liquidated Damages</b>	<p>15.1 Subject to GCC Clause 17, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 16.</p>
<b>16. Termination for Default</b>	<p>16.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <p>(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the respective "Supply Order" which shall be issued from time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</p>

	<p>(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this clause:</p> <p>“corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.</p> <p>16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
<p><b>17. Force Majeure</b></p>	<p>17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, 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>17.2 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 are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>17.3 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><b>18. Resolution of Disputes</b></p>	<p>18.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>18.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC.</p>
<p><b>19. Governing Language</b></p>	<p>19 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 20, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents</p>

		pertaining to the Contract which are exchanged by the parties shall be written in the same language.
<b>20. Applicable Law</b>	20	The Contract shall be interpreted in accordance with the laws of the country.
<b>21. Notices</b>	21.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
	21.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
<b>22. Taxes and Duties</b>	22	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

End of the Contract

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