

## **Bidding Document**

### **Procurement of DESKTOP PCs**

**Quantity = 75**

And

### **Procurement of Notebooks (Laptops)**

**Quantity = 20**

#### **Under Single Stage Two Envelopes method of KPPRA**

**Note:** The prospective bidder is expected to examine the Bidding Documents carefully, including all instructions, Terms & Conditions, and Specifications etc. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.

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**Pre-Bid Meeting:** 2<sup>nd</sup> October, 2019 at 10.30 A.M.

**Revised Last Date for Submission:** 9<sup>th</sup> October, 2019 at 10:30 A.M.

**Revised Tender Opening Date:** 9<sup>th</sup> October, 2019 at 11:00 A.M.

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Tender No. BOK/PROC/IT/01/Sep/2019

## Description of Work

### 1. SCOPE OF WORK

The Bank of Khyber intends to acquire well-known brand Desktop PCs and Notebooks (Laptops) of at-least of the following minimum technical specifications: -

#### A. Specification for Desktop Computers.

SNo	Item	Requirement	Minimum Specifications	Quantity
01	Desktop Computers (Tower)	Processor	Core i3	75
		Generation	8 <sup>th</sup> Gen/9 <sup>Th</sup> Gen	
		RAM	8 GB DDR4	
		Hard Drive	500 GB/1 TB SATA	
		Display	18.5 Inches LED Display	
		Keyboard	Yes	
		Mouse	Yes	
		Operating System	Window 10 Professional OEM License with media kit	
		LAN	Gigabit LAN port (10/100/1000)	
		USB Port	3.0	
		Warranty	3 Years (Internationally acceptable)	

#### B. Specification for Notebook i.e. Laptops

SNo	Item	Requirement	Minimum Specifications	Quantity
01	Notebook Core i3	Processor	Core i3	20
		Generation	8 <sup>th</sup> Gen	
		RAM	8 GB DDR4	
		Hard Drive	500 GB/ 1TB SATA	
		Display	15 Inches LED Display	
		Wireless Connectivity	Yes	
		Camera	HD 720p	
		Operating System	Window 10 Professional OEM License with media kit	
		Battery	48Hr Backup time	
		Power Adapter	65 Watt	
		Carry Case	Yes	
		Finger Print	Yes	

	Warranty	3 Years (Internationally acceptable)	
	LAN/NIC	Gigabit LAN port	

## **Proposal Response Format**

Bidder is required to submit sealed proposal for the purchase of Desktop PCs and Notebooks (Laptops) as per **Single Stage Two Envelopes Procedure**. The proposals shall be submitted in the following format:

## **Format of Mandatory Requirements for both Desktop PCs and Notebooks (Laptops)**

Bidder should provide its proposal in accordance with the following **Mandatory Requirements** and **Scope of Work**. Bidder can submit bid for both items and or for any one of them. Failing to which the proposal will not be considered.

#	Mandatory Requirements	Vendor Response
1	Bidder should be Authorize dealer of the Manufacturer for the quoted equipment and must provide its certificate.	
2	Bidder shall provide an authorization letter from Manufacturer/Distributor/Authorized Dealer for the Items to participate in bid.	
3	Bidder must provide evidence of company's registration / incorporation certificate.	
4	Bidders having minimum 5 (Five) years of relevant experience for supply and installation of the desired/quoted equipment from the date of incorporation of the company / registration of the firm shall be eligible to participate.	
5	The Bidder should be active Tax/Sale Tax/GST payer, copy of latest returns to be attached	
6	Copy of active registration certification with KPRA (Khyber Pakhtunkhwa Revenue Authority).	
7	The bidder should not have been blacklisted by any of the Provincial / Federal Government or organizations of the State / Federal Government in Pakistan and must provide Undertaking on stamp papers duly attested from notary public that it is not being blacklisted.	
8	The bidder must submit attested copies of complete Annual Audited Financial Accounts for the last 02 Financial years. Company should be audited by chartered accountant firm.	
10	Bidder must provide Purchase Orders/Agreements of at least <u>05</u> delivery of similar equipment with relevant client references and valid proof.	
11	The company/firm must have legal presence in Pakistan and should submit list of Offices across Pakistan.	
12	Bid Security (any banking instrument excluding Pay order) 3% of the bid amount must be attached with proposal as bid security. Affidavit on stamp paper dully attested by the Notary Public shall be attached with Technical Proposal confirmation of 3% bid Security without mentioning BID amount.	
13	Bidder must provide under taking dully tested by the notary public regarding provision of Performance Guarantee (issued by the Bank only).	
14	No conditional bid will be acceptable.	
15	Amount of bid must be quoted in PKR inclusive all taxes.	
16	The Company/Firm must accept this complete bidding document and affix sign and stamp of the company and must be attached with the proposal.	

17	The bid should clearly mention Make, Model and Brand, (Specification of bid) and must mention the warranty period.	
18	<ul style="list-style-type: none"> <li>All hardware brands must be international standards. (Renowned Brands only).</li> <li>No refurbished/ locally assembled or repaired equipment will be acceptable.</li> <li>Equipment serial numbers should be verifiable online on OEM site.</li> <li>All Hardware should carry three years' warranty</li> </ul>	
19	Bidders must sign and stamp each paper of this BID document, and submit with proposal.	
20	Bidder must submit Integrity Pact on Stamp Paper dully attested by the Notary Public without mentioning the bid amount, with technical proposal.	
21	Bidder shall provide Fair Price Certificate on stamp paper dully attested from Notary Public and shall attached with Financial Proposal.	

### **Warranty Period**

The bidder shall give (3) Three years comprehensive after completion warranty for Hardware specific under company strategy, certifying that the goods/services supplied confirm exactly to the specifications laid down in the contract and are secured and that in the event any material being found defective or not conforming to specifications/particulars governing the supply for the warranty period from the date of supply the supplier will be held responsible for all losses and that the unacceptable items shall be substituted with the acceptable items at bidder expense and cost.

### **Format for Price quote**

Bidder must submit its price quotation in accordance with the following format: -

A. For Desktop PCs

<b>SNO</b>	<b>Required Technical Specifications</b>	<b>Quantity</b>	<b>Per Unit Price in PKR</b>	<b>GST</b>	<b>Total Amount in PKR inclusive of all applicable taxes</b>
1	Desktop PCs Core i3 with 3 Years warranty	75			
<b>Total Amount in PKR</b>					

B. For Notebook i.e. Laptops

<b>SNO</b>	<b>Required Technical Specifications</b>	<b>Quantity</b>	<b>Per Unit Price</b>	<b>GST</b>	<b>Total Amount in PKR inclusive</b>

			in PKR		of all applicable taxes
1	Note Book (Laptop) Core i3 - with 3 Years warranty	20			
<b>Total Amount in PKR</b>					

### Warranty Period (for both Desktop PCs and Notebooks i.e. Laptops)

The bidder shall give (3) Three years comprehensive after completion warranty for Hardware specific under company strategy, certifying that the goods/services supplied confirm exactly to the specifications laid down in the contract and are secured and that in the event any material being found defective or not conforming to specifications/particulars governing the supply for the warranty period from the date of supply the supplier will be held responsible for all losses and that the unacceptable items shall be substituted with the acceptable items at bidder expense and cost.

#### Technical Evaluation Criteria for Desktop PC and Note Book (Laptops)

Item	Requirement	Minimum Specifications	Quantity	Marks to be assigned	Max Marks	Qty
Desk Top PCs	Processor	Core i3 3.60 GHz	3.60 Ghz	3	4	75
			4.20 GHZ	4		
	Generation	8th/ 9th Gen	8th Gen	3	4	
			9th Gen	4		
	RAM	8 GB DDR4	8 GB DDR4	3	4	
	Chipset	H370		4		
	HDD	500 GB with 7200 RPM	500 GB with 7200 RPM	3	4	
			1 TB With 7200 RPM	4		
	Display	18.5 Inches LED	18.5 to 19.5 Inches LED	3	4	
			20.5 to 21.5 Inch LED	4		
	Keyboard	Yes		4	4	
	Mouse	Yes		4	4	
	Operating System	Window 10 Professional OEM License with media Kit		4	4	
	LAN	Gigabit LAN port (10\100\1000)		4	4	
USB Port	3.00		4	4		
Warranty	3 Year		4	4		
<b>Total Marks</b>					<b>44</b>	

Item	Requirement	Minimum Specifications	Quantity	Marks to be assigned	Max Marks	Qty
Note book Laptops	Processor	Core i3, 2.1 GHz	2.1 Ghz	2	4	20
			3.00 Ghz	3		
			3.90 Ghz	4		
	Generation	8 <sup>th</sup> Gen	8th Gen-8100	2	4	
			8th Gen-8300	3		
			8th Gen-8350	4		
	RAM	8 GB DDR4	8 GB DDR4	4	4	
	HDD	500 GB 720 RPM	500 GB 720 RPM	3	4	
			1 TB 7200 RPM	4		
	Display	15.6 Inches LED	15.6 Inch FHD	3	4	
			15.6 Inch HD	4		
	Camera	HD 720P		4	4	
	Battery/ Adapter	45 WHR Backup/65 watt		4	4	
	Operating System	Window 10 Professional OEM License with media Kit		4	4	
Carry Case	Original		4	4		
Warranty	3 Year		4	4		
LAN/NIC/WIFI	Yes		4	4		
		Marks		44		
		<b>Marks to be assigned</b>	<b>MAX Marks</b>			

Year of Experience	5 to 9 years	4	7
	10 & Above	7	
Same Nature of purchase orders during year 2019, documentary evidence must be attached with technical proposal.	Total value of contracts is 8 million 5 marks, if value is less than required value but greater than 6 million 2 marks will be deducted.	5	12
	Total value of the contracts must be 10 Million 8 marks, if value is less than required value but greater than 8 Million, 2 marks will be deducted.	8	

	Total value of contracts is 12 Million and above 12 Marks, if value less than required value but greater than 10 million 2 marks will be deducted.	12	
Tier-I Partner (valid certificate must be attached with technical proposal, having date of issue and expiry)		4	4
Tier-II Partner (valid certificate must be attached with technical proposal, having date of issue and expiry)		3	
<b>Support Center</b> All Major Cities (Peshawar, Islamabad/Rawalpindi, Lahore, Karachi) non availability of the support office in major cities 2.5 marks will be deducted.		10	10
Human Resource: Technical Staff at each major city support office, details must be attached along with credential, non-availability of technical staff at support office of major cities 1 mark will be deducted. CV of technical staff to be submitted.		5	5
Active Annual Tax Returns for last three years		5	5
KPRA Active Tax payment		3	3
ISO 9001:2015 or higher, less ISO 1 mark will be deducted		3	3
Financial Capability Annual Turnover last completed financial year	100 m to 250 m	2	7
	251 M to 500 m	4	

	501 M & above	7	
	Marks		56
	<b>Total Marks</b>		<b>100</b>

**Note: -**

- i. Qualification Marks for financial bid opening are 70 out of 100 marks.
- ii. Contract shall be awarded to the bidder whose bid is responsive and is determined as the best evaluated bid under section 2(1)(C)(i) of KPPRA Act 2012.
- iii. 70:30 (Technical: Financial) ratio shall be applied for the subject procurement.

#### **Financial Evaluation:**

The bid with the lowest price will be given a score of 100 while the other proposals will be given scores that are inversely proportional to the lowest cost bid using the formula as under;

**Lowest Bid Price / Individual Bid Price x 30 = Financial Score**

#### **Combined Technical and Financial Score**

A total score for each bid will be obtained by adding technical score weightage and financial score weightage. Technical Score shall be given 70% Weightage and Financial Score shall be given 30% weightage. Tender will be awarded to highest ranked firm whose bid is responsive in terms of technical and financial as best evaluated bid.

### **TERMS & CONDITIONS**

1. The Procurement shall be conducted in accordance with the Khyber Pakhtunkhwa Procurement Rules 2014 on **Single Stage Two Envelopes Procedure**. Envelopes clearly marked as Technical Proposal and Financial Proposal separately.
2. Company seal / stamp must be fixed on the Proposals.
3. All the firms applied for the Tender must provide documents in line with the Mandatory requirements and should qualify the mandatory requirements. **If any firm fails to qualify the mandatory requirements, bid shall be considered as nonresponsive bid.**
4. Bidder can submit bid for both items and any one of them as per their choice clearly marked on proposal envelopes.
5. Bids not complying with all the given clauses in this tender document are liable to be rejected.
6. Bid Security (Any banking instrument excluding pay order) 3% of the total bid amount must be attached with financial proposal in separate sealed envelope in favor of The Bank of Khyber.
7. Successful bidder will provide 5% of the bid amount performance Guarantee (issue by the Bank only) before execution of contract in favor of the Bank of Khyber. Other bid securities will be returned.
8. All prices quoted must be in PKR inclusive of all Taxes applicable, such as GST, Income Tax, etc.

9. The prices quoted shall remain valid for 90 days, after the date of opening the tender.
10. All prices quoted must be in PKR inclusive of all Taxes applicable, such as GST, Income Tax, etc.
11. Delivery of all items must be made within 20 days of issuance of purchase order.
12. Failure to supply items within specified time period may invoke cancellation of Purchase Order. In addition to that, 3% bid security amount will be forfeited.
13. The Bank of Khyber will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
14. No negotiations and revised bids will be allowed.
15. Any bid submitted after due date and time will not be entertained.
16. Pre bid meeting will be held on **2<sup>nd</sup> October 2019**, at the Office of, Incharge Procurement Department, at **10.30 am**, at 29 A The Mall, Peshawar Cantt.
17. Bidders are required to submit sealed proposals to the office of the **In-Charge Procurement Department, The Bank of Khyber** on or before **9<sup>th</sup> October, 2019 at 10:30AM**. Tender Opening on same day at **11:00 AM** at The Bank of Khyber, Head Office.
18. This bid document shall prevail over the company's own standard terms and conditions.
19. No Conditional bid will be acceptable.
20. At time of purchase order, Bank can reduce/increase the items.
21. For any query, clarification regarding Services / Bid Solicitation Documents, the applicants may send a written request at least 5 days prior to the opening date through registered posts/Courier Service.
22. Any bid not received as per terms and conditions laid down in this document are liable to be ignored. No offer shall be considered if:
  - Received without Bid Security;
  - It is received after the date and time fixed for its receipt;
  - The tender document and the bid is unsigned;
  - The offer is ambiguous;
  - The offer is conditional i.e. advance payment, or currency fluctuations etc.
  - The offer is from blacklisted firm in any Federal / Provincial Govt. Dept.:
  - Hand written bids shall NOT be accepted, it must be typed.

**In-Charge Procurement  
The Bank of Khyber  
29-A, The Mall, Peshawar Cantt.  
Phone No: 0915275352.**

**(On stamp paper without mentioning the Bid Amount)**

**INTEGRITY PACT**

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC.  
PAYABLE BY THE SUPPLIERS OF GOODS**

Contract No. \_\_\_\_\_ Dated \_\_\_\_\_ Contract Value: **[To be filled in at the time of signing of Contract]** Contract Title: \_\_\_\_\_ [name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from The Bank of Khyber or any administrative subdivision or agency thereof or any other entity owned or controlled by The Bank of Khyber through any corrupt business practice.

Without limiting the generality of the foregoing, [name of Supplier] 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 The Bank of Khyber, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with The Bank of Khyber and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[Name of Supplier] 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 rights and remedies available to The Bank of Khyber under any law, contract or other instrument, be voidable at the option of The Bank of Khyber.

Notwithstanding any rights and remedies exercised by the Bank of Khyber in this regard, [name of Supplier] agrees to indemnify The Bank of Khyber for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to The Bank of Khyber in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [name of Supplier] 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 The Bank of Khyber.

Name of Buyer: ..... Name of Seller/Supplier: .....

Signature: ..... [Seal] Signature: ..... {Seal}

**Notary Public:**

(to be filled on Stamp paper dully attested from Notary public)

Fair Price Certificate  
(TO BE ENCLOSED WITH BID DOCUMENT)

I/We, M/S

hereby certify that prices quoted by us against The Bank of Khyber, for the tender No. are the lowest and most competitive as generally applicable to all other buyers and or sold through our agents as per prevailing international market as on the date of quote and if it is established at any stage that these were higher we shall be held responsible and agree to pay immediately the differential to The Bank of Khyber.

SIGNATURE AND SEAL OF THE  
BIDDER/MANUFACTURER/SOLE AGENT/AUTHORIZED DEALER

# GENERAL CONDITIONS OF THE CONTRACT

## 1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

- a. "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c. "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring agency under the Contract.
- d. "The Services" means those services ancillary to the supply of the Goods, such as transportation and 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.
- e. "GCC" means the General Conditions of Contract contained in this section.
- f. "SCC" means the Special Conditions of Contract.
- g. "The Procuring agency" means the organization purchasing the Goods, as named in SCC.
- h. "The Procuring agency's country" is the country named in SCC.
- i. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- j. "The Project Site," where applicable, means the place or places named in SCC.
- k. "Day" means calendar day.

## 2. Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

## 3. Country of Origin

All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and further elaborated in the SCC.

For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

The origin of Goods and Services is distinct from the nationality of the Supplier

## 4. Standards

The Goods supplied under this Contract 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.

## 5. Use of Contract Documents and Information; Inspection and Audit by the Government

The Supplier shall not, without the Procuring agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.

Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance under the Contract if so required by the Procuring agency.

The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required.

## **6. Patent Rights**

The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country.

## **7. Performance Security**

The successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC before the execution of contract.

The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

The performance security shall be denominated in PKR to the Procuring agency and shall be in one of the following forms:

- a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency
- b. The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

## **8. Inspections and Tests**

The Procuring agency 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 extra cost to the Procuring agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

The inspections and tests may be conducted on the premises of the Supplier, at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring agency.

Should any inspected or tested Goods fail to conform to the Specifications, the Procuring agency 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 Procuring agency.

The Procuring agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring agency or its representative prior to the Goods' shipment from the country of origin. Nothing in GCC Clause 8 shall in any way release the Supplier from

## **9. Packing**

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. 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.

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 Procuring agency.

## **10. Delivery and Documents**

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

Documents to be submitted by the Supplier are specified in SCC.

## **11. Insurance**

The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is seller's responsibility.

## **12. Transportation**

The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency'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.

## **13. Incidental Services**

The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

Performance or supervision of on-site assembly and/or start-up of the supplied Goods;

Furnishing of tools required for assembly and / or maintenance of the supplied Goods;

Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, any warranty or other obligations under this Contract.

Provided that this service shall not relieve the Supplier of any warranty obligations under this Contract;

Training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

#### **14. Spare Parts**

As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

Such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

In the event of termination of production of the spare parts:

advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure needed requirements;

Following such termination, furnishing at no cost to the Procuring agency, the blueprints, drawings, and specifications of the spare parts, if requested

#### **15. Warranty**

The Supplier warrants that the Goods supplied under the Contract are 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 Procuring agency'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.

This warranty shall remain valid for 36 months.

The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

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 Procuring agency.

If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Procuring agency 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 Procuring agency may have against the Supplier under the Contract.

#### **16. Payment**

The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

The Supplier's request(s) for payment shall be made to the Procuring agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

Payments shall be made promptly by the Procuring agency, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.

The currency of payment is Pak. Rupees.

### **17. Prices**

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.

### **23. Change Orders**

The Procuring agency may at any time, by a written order given of the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring agency;

The method of shipment or packing;

The place of delivery; and/or

The Services to be provided by the Supplier.

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) days from the date of the Supplier's receipt of the Procuring agency's change order.

### **24. Contract Amendments**

Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

### **25. Assignment**

The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring agency's prior written consent.

### **26. Subcontracts**

No subcontracts allowed.

### **27. Delays in the Supplier's Performance**

Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring agency in the Schedule of Requirements.

If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring agency 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 Procuring agency 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.

Except as provided under GCC Clause 25, 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 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of liquidated damages.

### **23. Liquidated Damages**

Subject to GCC Clause 25, 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 Procuring agency 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 Procuring agency may consider termination of the Contract pursuant to GCC Clause 24.

### **28. Termination for Default**

The Procuring agency, 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:

- a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring agency pursuant to GCC Clause 22; or
- b) If the Supplier fails to perform any other obligation(s) under the Contract.
- c) If the Supplier, in the judgment of the Procuring agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

In the event the Procuring agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring agency 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 Procuring agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### **29. Force Majeure**

Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance 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.

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 Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency 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.

### 30. **Termination** for Insolvency

The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency.

### 31. **Termination** for Convenience

The Procuring agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

The Goods that are complete and ready for shipment within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring agency at the Contract terms and prices. For the remaining Goods, the Procuring agency may elect:

- a. to have any portion completed and delivered at the Contract terms and prices; and/or
- b. to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

## **28. Resolution of Disputes**

The Procuring agency 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.

If, after thirty (30) days from the commencement of such informal negotiations, the Procuring agency 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. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration.

### 32. **Governing** Language

The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

### 33. **Applicable** Law

The Contract shall be interpreted in accordance with the laws of the Procuring agency's country, unless otherwise specified in SCC.

### 34. **Notices**

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.

A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**32. Taxes and Duties**

Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring agency.