SECTION I

I. Tender Advertisement (Invitation to Bids - ITB)

GOVERNMENT OF PAKISTAN
CABINET DIVISION

TENDER NOTICE

The National Documentation Wing (ND-Wing) of the Cabinet Division is Pakistan's largest Historical Records Repository comprising over 27 million documents. The ND-Wing provides opportunity to the research scholars, students and Government organizations to have access to the primary source material on our history. In order to establish digital archives disaster recovery site, paper conservation laboratory and installation of fire suppression system for preservation and protection of vital Government Records, Cabinet Division invites sealed bids from eligible bidders (original manufacturers / authorized distributors / suppliers / contractors) registered with Income Tax and Sales Tax Departments for ***"Supply of Computer Hardware, Software, Allied IT Equipments, Plants, Machinery, Furniture and Fixture with Civil Work etc"*** as per detail mentioned below:

Items / Work Description	Quantity / Specifications
A. Establishment of Digital Archives Disaster Recovery Site:	Quantities, Technical Specifications and other details are mentioned in the Standard Bidding Document (SBD)
Data Rack, Computer, Network Storage, Portable Hard Drive, UPS, CCTV, KVM Switch, Networking with components, Biometric Access Control System with Electromagnetic Lock, Split AC, Wall FAN, File Almirahs, File Cabinets, Heavy duty door lock, Computer workstation, Chair, Electrical Work, Lights, White Wash, Floor Tiling, Wall Clock, Digital Hygrometer with data logger and aluminum glass partition etc	
B. Establishment of Paper Conservation Laboratory:	
Paper conservation tools, equipments, machinery, furniture and fixture, wooden carpentering work, aluminum glass partition, floor tiling, repairing & maintenance of fumigation chamber etc	
C. Installation of Fire Suppression System:	
Area 30 x 17 x 8, providing and fixing of aluminum glass partition etc	

2. Standard Bidding Document (SBD) containing detailed terms, conditions, procedure and schedule of requirements etc are available **FREE of COST**. Interested bidders may **download** the same from websites at www.ppra.org.pk, www.cabinet.gov.pk or www.ndw.gov.pk/downloads.

3. Single stage-two envelopes procedure shall apply. **"Technical"** & **"Financial"** Bids in sealed and separate envelope, prepared in accordance with the instructions in the bidding documents, accompanying **2% bid security** in shape of Demand Draft in name of Dy. Director (Technical), must reach at the address mentioned below on/or before **3:30 PM by 26th February, 2019.** Late submission of bids will not be accepted.

4. **"Technical Bids"** will be opened in **the ND-Wing, Cabinet Division on 26th February, 2019 at 4:00 PM** in the presence of bidders or their authorized representatives, who may choose to be present. Whereas, the Financial Bids of technically qualified bidders shall be opened publically, later on.

Note: Cabinet Division reserves the right to accept or reject any or all bids in the light of PPRA Rules.

Deputy Director (Technical)
Cabinet Division (National Documentation Wing)
1st Floor, Room No. 1001-B, Cabinet Secretariat Block, Islamabad,
Tele: 051-9201414, 9051398, E-mail: ddtcabinet@gmail.com

II. Instructions to Bidders (ITB)

Bidders are advised to read the contents of the instructions given below carefully. The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms and specifications. 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 and sole responsibility of bidder.

SECTION II

A. General Terms Conditions

1. Scope of Bid

1.1 The National Documentation Wing (ND-Wing) of the Cabinet Division is Pakistan's largest Historical Records Repository comprising over 27 million documents. The ND-Wing provides opportunity to the research scholars, students and Government organizations to have access to the primary source material on our history. ND-Wing also brings out compilations of documents on specific topics of National importance to present the landmark events of our National history in their true context. In order to establish digital archives disaster recovery site, paper conservation laboratory and installation of fire suppression system for preservation and protection of vital Government Records and Archives, Cabinet Division invites sealed bids from eligible bidders (original manufacturers / authorized distributors / suppliers / contractors) registered with Income Tax and Sales Tax Departments for ***"Supply of Computer Hardware, Software, Allied IT Equipments, Plants, Machinery, Furniture and Fixture etc"*** as per detail mentioned below and specified in the '**Schedule of Requirements'** along with '**Technical Specifications ":**

A. ESTABLISHMENT OF DIGITAL ARCHIVES DISASTER RECOVERY SITE		
Sr. No	**Item / Work Description**	**Qty**
A09201 - Computer Hardware		
1	Data Rack (Server Enclosure)	1
2	Desktop Computer	1
3	Network Attached Storage	1
4	Portable Hard Drive (USB 3.0)	3
5	Rack Mount UPS	1
A09203 - IT Equipments		
6	Security Surveillance System: CCTV Network Video Recorder with 03 IP Cameras	Mix Job
7	KVM Switch USB	1
8	Network Infrastructure: Networking with Active / Passive Components and complete Installation	Mix Job
9	Providing and Fixing of Biometric Access Control System (Multi Feature) with Electromagnetic Door Lock, Exit Button and Enclosure	Mix Job
A09601 - Machinery and Plant		
11	Split AC with Installation	1
A09701 - Furniture and Fixture		
12	Wall FAN	1

13	Steel File Almirahs for Digital Records Storage	1
14	Steel File Cabinets for Housing IT Accessories and Medias	2
15	Wooden Wall Mounted File Cabinet	1
16	Heavy duty Door Lock	1
17	Computer Workstation Desk (Custom Made)	1
18	Computer Chair	3
19	Providing and Fixing of Power Supply / Electrical Connections	Mix job
20	Lighting of Room	Mix Job
21	White Wash of Room	Mix Job
22	Floor Tiling Room	182 Sqr ft
23	Wall Clock	1

B. ESTABLISHMENT OF PAPER CONSERVATION LABORATORY			
Sr. No	**Item / Work Description**	**Qty**	**Unit**
A. (A09601) Conservation Equipments / Machinery			
1	Archival Paper Dehumidifier	1	No
2	Light (Conservation) Table	1	No
3	Mini Hard bed press	1	No
4	Archival single Paper cutter	1	No
5	Small size paper binding cutter	2	No
6	Heated spatula	2	No
7	Light weight electric iron	1	No
8	Distil water unit	1	No
9	Lamination roll stand	1	No
10	Hygrometer	1	No
B. (A03970) Conservation Tools			
11	Bone folder set archival grade	2	No
12	Tweezer set	2	No
13	Seizer assorted	2	No
14	Set square steel	2	No
15	Steel scale	2	No
16	Scalpel handle with blades	1	No
17	NTN cutters with extra blade	1	No
18	Tool kit	1	No
19	Draftsman pen	3	No
20	Needle assorted	1	No
21	Brushes fine quality	1	
22	Glass rod	1	No
23	Beaker	12	No
24	Perspex	3	No

25	Teralin cloth	1	No
26	Magnifying glass	2	No
27	Marble paper weights	4	No
28	Paper knives	2	No
29	Sheesha plastic	1	No
C. (A03970) Conservation Chemicals, Accessories and Supplies			
30	Conservation repair paper (Japanese tissues)	10	No
31	Archival Karak-ALT100	1	No
32	PH indicator strip	1	No
33	Compressed sponges	5	No
34	Acetone (Merk)	2.5	No
35	Thymol	1	No
36	Thiner	4	No
37	Perolium spirit	4	No
38	Gloves	12	No
39	Masks	12	No
40	Aspirator 10 liter	1	No
41	Binding cloth	10	No
42	Binding board	24	No
43	PVA (White glue)	5	No
44	Lining cloth (Black & White)	20	No
45	Needle set	2	No
46	Fish cord	12	No
D. (A09701) Furniture and Fixture			
47	Wall mounted cabinet	14	sqr ft
48	Sink cabinet with marble top	20	sqr ft
49	Working table with marble top	24	sqr ft
50	File storage cabinets	35	sqr ft
51	Revolving stools/chairs	3	No
52	Marble	2	No
53	Aluminum Glass Partition	198	sqr ft
54	Floor Tiling	127	No
55	Glass fixing	32	sqr ft
56	Vertical Blinds	32	sqr ft
57	Providing and Fixing of Steel Sink Standard Size	2	No
58	Providing and Fixing of Water Taps / Mixture and other pipe fitting works etc	Mix Job	
E. (A13101) Repair and maintenance of Equipment / Machinery			
59	Repairing, Maintenance and overhauling of existing fumigation chamber	1	No

C. INSTALLATION OF FIRE SUPPRESSION SYSTEM			
Sr. No	**Item / Work Description**	**Qty**	**Unit**
A. (A09601) Installation of Fire Suppression System (FM 200 Clean Agent)			
1	Installation of FM200 Fire Suppression System at Central Microform Storage Area Size 30 x 17 x 8	Mix job	
2	Supply of Professional Digital Hygrometer (For temperature and humidity monitoring) with Data Logger Function (USB)	3	No.
B. (A09701) Providing and Fixing of Aluminum Glass Partition			
3	Aluminum Glass Partition	224	Sqr ft

1.2 All further queries relating to bidding document should be called or emailed to Ms. Madiha Sadaf, Microfilming Officer (Telephone No. 051- 9205175, 9051459,) or Mr. Farid Ahmed, Dy. Director (Technical) (Telephone No. 051-9201414, Email: ddtcabinet@gmail.com) at least 7 days before the opening of the technical bids.

2. Source of Funds

2.1 **Regular Budget Grants (CFY 2018-19), Cabinet Division**

3. Eligible Bidders

3.1 This Invitation for Bids is open to all original manufacturers/their **authorized** agents/suppliers/vendors/contractors 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). The eligibility conditions are more specifically described in the Schedule of Requirements **(Section-II).**

3.2 The Agent/Supplier must possess valid Authorization from the Manufacturer/principal and shall have to submit a copy of Manufacturer's Authorization. However, in case of Manufacturer, they should have a documentary proof as prescribed in the Bid Form **(Section IV)** to the effect that they are the original Manufacturer of the required specifications of Goods.

3.3 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.**

3.4 Further requirements for determining eligibility of bidders are specified in **Section IV.**

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, noncompetitive 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. Eligibility Goods and Services

5.1 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

6.1 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.

B. The Bidding Procedure

8. The Governing Rules

8.1 The Bidding procedure shall be governed by the Public Procurement Rules-2004 issued and amended time to time, by the Public Procurement Regulatory Authority (PPRA).

9. Applicable Bidding Procedure

9.1 The bidding procedure is governed by Public Procurement Rule 36 **"Procedures of Open Competitive Bidding"** sub-rule (b) "Single stage - Two Envelop procedure". Bidders are advised also to refer to the Invitation to Bids at **Page 1** to confirm the Bidding procedure applicable in the present bidding process.

9.2 The bidding procedure prescribed in the Invitation for Bids is explained herein below:
Single Stage: Two Envelope Procedure

i. The bid shall comprise 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 on date/time prefixed in the Invitation to Bids / Tender 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"** 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 shall not conform to the specified 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.

vii. 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;

viii. The Financial Bid of ineligible and/or technically nonresponsive bidders shall be returned un-opened to the respective Bidders subsequent to the announcement of "Bid Evaluation Report" (BER); and

ix. The bid found to be the lowest evaluated & responsive shall be accepted. In case, two bidders submit equal financial bid, the bidder with more experience shall be awarded contract.

C. The Bidding Documents

10. Contents of the Bidding Documents

10.1 The goods/services required, applicable bidding procedures, and Contract Terms are prescribed in this Bidding Documents. In addition to the Invitation for Bids, this Bidding Documents include:

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 Annexure) and General Conditions of the Contract, and Integrity pact.

10.2 The **"Invitation to Bids" (ITB) Notice** is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the ITB Notice and the Bidding Documents listed in 10.1 above, the Bidding Documents shall take precedence.

10.3 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 may result in the rejection of its bid.

11. Clarification(s) on Bidding Documents.

11.1 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 ten (10) 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.

12. Amendment(s) to the Bidding Documents.
12.1 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).

12.2 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.

12.3 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.

D. Preparation of Bids

13. Language of Bids.
13.1 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.

14. Documents comprising the Bids.
14.1 The Bid shall comprise the Bid Forms of this Bidding Document and all those 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.**

14.2 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.

15. Bid Price
15.1 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.

15.2 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.

15.3 The Bidder should quote the prices of goods according to the **Technical Specifications** as provided in **Section III** of this document.

15.4 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.

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

15.6 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.

15.7 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 in the cost of goods and services shall be entertained.

16. Bid Currencies

16.1 Prices shall be quoted in Pak Rupees.

17. Supporting Documents to judge specification

17.1 The bidder shall provide the leaflets/brochures/catalogs of quoted products with the bid.

18. Documentation on Eligibility of Bidders

18.1 Bidder shall furnish, as part of its bid (along with Bid Form & Price Schedule) the documentary evidence mentioned in the eligibility criteria **[Section IV]** for the Bidder's eligibility and its qualifications to perform the Contract if his bid is accepted:-

a) **Minimum Two (02) years** of experience in supplying of quoted items having proper Outlet/Office, Duly authorized by the Manufacturer / Principal of Leading Brands (Authorization Letter shall be provided),
b) Registered with Income & Sales Tax Departments and on the Active Tax Payers List of FBR
c) 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.
d) Manufacturer's warranty (**ONE TO THREE YEARS as per Case**).

Further details are covered in the **Section IV** containing Eligibility criteria.

19. Bid Security

19.1 The Bidder shall furnish, as part of its bid, a **Bid Security @ 2%** of the total Quoted Bid Value in Pak Rs. in the shape of pay order/demand draft/ call deposit in the name of **Dy. Director (Technical), Cabinet Division.** Unsuccessful bidder's Bid Security shall be discharged or returned soon after announcement of the successful bids.

19.2 The Bid Security (in the shape of pay order/demand draft/ call deposit) shall be enclosed with in the 'Financial Bid' sealed envelope.

19.3 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 Cabinet Division with the Bank of the successful bidder.

19.4 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).

20. Bid Validity

20.1 Bids shall remain valid for **180 days or more** 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.

20.2 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.

20.3 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.

E. Submission of Bids

21. Sealing and Marking of Bids

21.1 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.

21.2 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 to Bids for opening of Bids.

21.3 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".

21.4 If the outer as well as inner envelope is not sealed and marked as required by 21.1 to 21.4 above the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

21.5 The bids must be delivered by hand or by courier so as to reach the office of **Dy. Director (Technical), Cabinet Division** on the date and time prefixed in the Invitation to Bids. The 'technical' bid must include its soft copy in a CD/DVD and one hardcopy which must be included in the envelope marked as 'Technical Bid'. Bids submitted through telegraph, telex, fax or email shall not be entertained.

22. Deadline for Submission of Bids

22.1 Bids must be submitted by the Bidder and received by the Procuring Agency on/or before date mentioned on the advertisement Bids received Later than the time and date specified will stand summarily rejected.

22.2 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 12 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.

23. Late Bids

23.1 Any bid received by the Procuring Agency after the deadline for submission of bids shall not be entertained.

24. Withdrawal of Bids

24.1 The Bidder may withdraw its bid after the bid's submission and prior to the deadline/closing time & date prescribed for submission of bids.

24.2 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 19 above.

F. Opening and Evaluation of Bids

25. Opening & Evaluation of Technical & Financial Bid by the Procuring Agency

25.1 The "Technical Bids" received, shall be opened by the Procuring Agency publically in the presence of the Bidders or their representatives who may choose to be present in the NDC Reference Library, 1st Floor, Cabinet Division, Cabinet Secretariat Block, Islamabad, on date/time mentioned on the **Invitation to Bid**. No Technical Bid shall be rejected at opening, except for late bids, which shall be returned unopened to the Bidder.

25.2 All Bidders in attendance shall sign an attendance sheet.

25.3 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, 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.

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

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

25.6 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 bided 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).

25.7 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, <u>the amount in words shall prevail</u>.

26. Rejection of Bids

26.1 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.

26.2 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.

26.3 Conditional or incomplete bid/bids shall be rejected.

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

26.5 The Procuring Agency incurs no liability, solely by virtue of its invoking Rule 33.1 of PPR 2004, towards Bidders who have submitted bids.

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

27. Re-Bidding

27.1 If the Procuring Agency rejected all bids in pursuant to ITB Clause 26, it may call for a re-bidding.
27.2 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.

28. Announcement of Evaluation Report

28.1 Announcement of Evaluation Report will be as per PPRA Rules 2004.

29. Contacting the Procuring Agency

29.1 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.

29.2 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.

G. Award of Contract

30. Acceptance of Bid and Award Criteria

30.1 The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in **Section IV** and having the lowest evaluated 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.

31. Procuring Agency's Right to vary quantities at the time of Award

31.1 The Procuring Agency reserves the right at/after the time of award of Contract to increase or decrease, the quantity of goods up to 15% as originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

32. Notification of Award

32.1 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.

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

32.3 The enforcement of the Contract shall be governed by Rule 44 of the PPR-2004.

33. Signing of Contract

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

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

33.3 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.

34. Performance Guarantee

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

34.2 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 Cabinet Division with the Bank of the successful bidder.

34.3 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 next lowest evaluated bidder or call for new bid.

SECTION III

H. SCHEDULE OF REQUIREMENTS

35. Schedule of Requirements:
The equipment / services shall be delivered and deployed in accordance with the following schedule of requirements:-

A. ESTABLISHMENT OF DIGITAL ARCHIVES DISASTER RECOVERY SITE			
Sr. No	**Item / Work Description**	**Qty**	**Time Limit**
1	Data Rack (Server Enclosure)	1	**02 to 04 Weeks**
2	Desktop Computer	1	
3	Network Attached Storage	1	
4	Portable Hard Drive (USB 3.0)	3	
5	Rack Mount UPS for Long Backups	1	
6	Security Surveillance system: Network Video Recorder with 03 IP Cameras	Mix Job	**01 to 02Weeks**
7	KVM Switch	1	
8	Networking with Active / Passive Components and complete Installation	Mix Job	
9	Providing and Fixing of Biometric Access Control System (Multi Feature) with Electromagnetic Door Lock, Exit Button and Enclosure	Mix Job	
11	Split AC with Installation	1	
12	Wall FAN	1	
13	Steel File Almirahs for Digital Records Storage	1	
14	Steel File Cabinets for Housing IT Accessories and Medias	2	
15	Wooden Wall Mounted File Cabinet	1	
16	Heavy Duty Door Lock (Electric with Biometric)	1	
17	Computer Workstation Desk (Custom Made)	1	
18	Computer Chair	3	
19	Providing and Fixing of Power Supply / Electrical Connections	Mix job	
20	Lighting of Room	Mix Job	
21	White Wash of Room	Mix Job	
22	Floor Tiling Room	182 Sqr ft	
23	Wall Clock	1	

B. ESTABLISHMENT OF PAPER CONSERVATION LABORATORY				
Sr. No	**Item / Work Description**	**Qty**	**Unit**	**Time Limit**
A. (A09601) Conservation Equipments / Machinery				**01 to 02 Weeks**
1	Archival Paper Dehumidifier	1	No	
2	Light (Conservation) Table	1	No	
3	Mini Hard bed press	1	No	
4	Archival single Paper cutter	1	No	
5	Small size paper binding cutter	2	No	
6	Heated spatula	2	No	
7	Light weight electric iron	1	No	
8	Distil water unit	1	No	
9	Lamination roll stand	1	No	
10	Hygrometer	1	No	
B. (A03970) Conservation Tools				
11	Bone folder set archival grade	2	No	
12	Tweezer set	2	No	
13	Seizer assorted	2	No	
14	Set square steel	2	No	
15	Steel scale	2	No	
16	Scalpel handle with blades	1	No	
17	NTN cutters with extra blade	1	No	
18	Tool kit	1	No	
19	Draftsman pen	3	No	
20	Needle assorted	1	No	
21	Brushes fine quality	1		
22	Glass rod	1	No	
23	Beaker	12	No	
24	Perspex	3	No	
25	Teralin cloth	1	No	
26	Magnifying glass	2	No	
27	Marble paper weights	4	No	
28	Paper knives	2	No	
29	Sheesha plastic	1	No	
C. (A03970) Conservation Chemicals, Accessories and Supplies				
30	Conservation repair paper (Japanese tissues)	10	No	
31	Archival Karak-ALT100	1	No	
32	PH indicator strip	1	No	
33	Compressed sponges	5	No	
34	Acetone (Merk)	2.5	No	
35	Thymol	1	No	
36	Thiner	4	No	

37	Perolium spirit	4	No	
38	Gloves	12	No	
39	Masks	12	No	
40	Aspirator 10 liter	1	No	
41	Binding cloth	10	No	
42	Binding board	24	No	
43	PVA (White glue)	5	No	
44	Lining cloth (Black & White)	20	No	
45	Needle set	2	No	
46	Fish cord	12	No	
D. (A09701) Furniture and Fixture				
47	Wall mounted cabinet	sqr ft	14	
48	Sink cabinet with marble top	sqr ft	20	**01 to 02 Weeks**
49	Working table with marble top	sqr ft	24	
50	File storage cabinets	sqr ft	35	
51	Revolving stools/chairs	No	3	
52	Marble	No	2	
53	Aluminum Glass Partition	sqr ft	198	
54	Floor Tiling	No	127	
55	Glass fixing	sqr ft	32	
56	Vertical Blinds	sqr ft	32	
57	Providing and Fixing of Steel Sink Standard Size	No	2	
58	Providing and Fixing of Water Taps / Mixture and other pipe fitting works etc	Mix Job		
E. (A13101) Repair and maintenance of Equipment / Machinery				
59	Repairing, Maintenance and overhauling of existing fumigation chamber	No	1	

C. INSTALLATION OF FIRE SUPPRESSION SYSTEM				
Sr. No	**Item / Work Description**	**Qty**	**Unit**	**Time Limit**
1	Installation of FM200 Fire Suppression System at Central Microform Storage Area Size 30 x 17 x 8	Mix job		**02 to 03 Weeks**
2	Digital Hygrometer (For temperature and humidity monitoring) with Data Logger	3	No.	
3	Aluminum Glass Partition	224	Sqr ft	**07 to 10 Days**

Note: The required time period starts from date of issuance of purchase order.

36. Penalties for Late deliveries of supplies:

The supplies shall be delivered in accordance with the Purchase Orders to be issued by the Cabinet Division. In case of late deliveries, penalties at the following rates will be applied:

Mode of Penalty	100% Quantity as Per Purchase Order	Total delivery period
Without penalty	45 days	45 days
With penalty @ 1 % per day after 45 days of issuance of Purchase Order up to maximum of 10% of the total contract value	10 days	55 days

I . TECHNICAL SPECIFICATIONS / BOQs

Note: All the quoted equipments/items should be recognized/renowned brands. The technical specifications of the equipments / supplies / services are as under:

A. ESTABLISHMENT OF DIGITAL ARCHIVES DISASTER RECOVERY SITE			
Sr. No	**Item Name**	**Technical Specifications**	**Qty**
1	Data Rack	Toten **or equivalent brand**: 42 U 800 x 1000 (with 02 fixed trays, 01 sliding tray, 04 fans and 02 PDUs x 6 Sockets), Black Color with OEM Standard Warranty	01
2	Desktop Computer	Processor Intel® Core™ i7-8700 or higher, RAM 8GB (2x4GB) 2666MHz DDR4 Memory, HDD 1 TB SATA, Optical Drive: Super Drive DVD RW, Integrated Graphics (Intel HD), Sound and NIC, LED Monitor: 18.5" Wide Screen, USB Optical Mouse & USB Standard Keyboard, Chassis: Tower and small form factor desktop, Operating System: Windows 10 Pro 64 bit with Media, Warranty: 03 years	01
3	Network Attached Storage	Dell NAS 3240 **or equivalent brand** Required Specifications: 1. Chassis with Up to 12 x 3.5” Hard Drives for 2CPU Configuration 2. Processor Intel® Xeon® Silver 4109T 2.0G, 8C/16T, 9.6GT/s, 11M Cache, Turbo, HT (70W) DDR4-2400 3. Memory: 4 x 8GB RDIMM, 2666MT/s, Single Rank 4. Raid: C4, RAID 5 for 3 or more HDDs or SSDs 5. Raid Controller: PERC H740P RAID Controller, 8GB NV Cache, Adapter, Low Profile 6. HDD (Data): 4 x 8TB 7.2K RPM NLSAS 12Gbps 4Kn 3.5in Hot-Plug Hard Drive (Data) 7. HDD (OS): 2 x 300GB 15K RPM SAS 12Gbps 512n 2.5in Hot-plug Hard Drive, 3.5in HYB CARR (OS) 8. OS: Windows Storage Server 2012/2016 with Media (Pre-Installed) 9. 8X DVD-ROM, USB, External 10. Dual Hot-plug Redundant Power Supply (1+1), 750W 11. Network Daughter Card: Broadcom 57416 2 Port 10Gb Base-T + 5720 2 Port 1Gb Base-T, rNDC 12. 2 x C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, 13. Ready Rails™ Sliding Rails Without Cable Management Arm 14. Optics & Cables for Network Cards: SFP+ SR Optic, 10GbE, for all SFP+ ports 15. PCIe Riser: Riser Config 2, 3 x8, 1 x16 slot 16. Warranty: 03 years	01
4	Portable Hard Drive	Western Digital **or Equivalent Brand** Capacity 4TB Portable External Hard Drive (USB 3.0) with OEM Standard Warranty	03

5	UPS	APC Smart-UPS Model SRT6KRMXLI OR SRC6000XLI (6000VA 230V, 4800-6000 Watts) **OR Equivalent Brand** with Additional battery bank. General Specifications: High density, double-conversion on-line power protection with scalable runtime, Including CD with software, Installation guide/Documentation CD, Rack Mounting brackets, Rack mounting hardware, Rack Mounting support rails, (Removable support feet incase non RM) Temperature Probe, USB cable / Smart UPS signaling RS-232 cable, Standard OEM Warranty Card etc Technical Specifications: Output power capacity: 6.0 KWatts / 6.0 kVA, Max Configurable Power (Watts): 4.8-6.0 KWatts / 6.0 kVA, Nominal Output Voltage: 230V, Output Voltage Distortion: Less than 2%, Output Frequency (sync to mains): 50/60Hz +/- 3 Hz, Other Output Voltages: 220, 240, Load Crest Factor: 3:1, Topology: Double Conversion Online, Waveform type : Sine wave, Output Connections: (2) IEC Jumpers (Battery Backup), (4) IEC 320 C19 (Battery Backup), (1) Hard Wire 3-wire (H N + G)(Battery Backup), (6) IEC 320 C13 (Battery Backup), Bypass: Internal Bypass (Automatic and Manual) Input: Nominal Input Voltage: 230V, Input frequency: 40 - 70 Hz (auto sensing), Input Connections: Hard Wire 3 wire (1PH+N+G), Input voltage range for main operations: 160 - 275V, Input voltage adjustable range for mains operation: 100 - 275 (half load)V, Other Input Voltages: 220, 240 Batteries & Runtime: Battery type: Maintenance-free sealed Lead-Acid battery with suspended electrolyte: leak proof, Typical recharge time:1.5hour(s), Nominal Battery Voltage: 192V, Expected Battery Life (years): 3 – 5, RBC Quantity: 1, Extendable Run Time: 1 Communications & Management: Interface Port(s): RJ-45 10/100 Base-T, RJ-45 Serial, Smart-Slot, USB, Control panel: Multi-function LCD status and control console, Audible Alarm: Audible and visible alarms prioritized by severity, Emergency Power Off (EPO): Yes Surge Protection and Filtering: Surge energy rating: 480Joules Physical: Rack Height: 4U, Color: Black Environmental: Operating Temperature: 0-40°C, Operating Relative Humidity: 0-95(non-condensing)%, Conformance: Approvals CE, CE Mark, EAC, EN/IEC 62040-1, EN/IEC 62040-2, IRAM, RCM, VDE, Standard Warranty: 3 years repair or replace (excluding battery) and 2 years for battery	01

6	**CCTV Security Surveillance System**		Mix Job
	i) Network Video Recorder (NVR)	8 Channel NVR, Model HIKVISION DS-7608NI-I2/8P **or Equivalent Brand** Must support 8MP Cameras, 08 PoE Built in Ports, **Storage Capacity:** With 1 x 4 + 1 x 6 TB =10 TB Surveillance Hard Disk Drive (3.5”) Seagate or **Equivalent Brand**	01
	ii) Dome Camera	IP Dome Camera: HIKVISION DS-2CD2185FWD-I(S) **or equivalent brand** 8MP(4K) IR Fixed Dome Network Camera Specifications: • Up to 8 megapixel high resolution • Max. 3840 × 2160@20fps • 2.8 mm/4 mm/6 mm/8 mm/12 mm fixed lens, optional • H.265, H.265+, H.264+, H.264 •120dB Wide Dynamic Range • 3D Digital Noise Reduction • DC12V & PoE (802.3af) • IR range: 30m • Support on-board storage, up to 128 GB • Audio Support • IP67, IK10	02
	iii) Bullet Camera	IP Bullet Camera: HIKVISION DS-2CD2T85FWD-I5/I8 **or equivalent brand** 8MP(4K) IR Fixed Bullet Network Specifications: Camera • Up to 8 megapixel high resolution • Max. 3840 × 2160@20fps • 2.8 mm/4 mm/6 mm/8 mm/12 mm fixed lens, optional • H.265, H.265+, H.264+, H.264 •120dB Wide Dynamic Range • 3D Digital Noise Reduction • DC12V & PoE (802.3af) • IR range: 50 m, 80m, optional • Support on-board storage, up to 128 GB • IP67	01
7	KVM Switch	D-Link DKVM-4U **or Equivalent brand** 4-Port USB KVM Switch	01
8	Networking	Supply of Active / Passive Components and complete Installation of (05 + 3 approx.) Network Nodes including ducting, cabling, commissioning, integration and testing etc)	Mix Job
	i). Network Switch	Supply of 01 x D-Link DGS-1210-10 **or equivalent brand** Web Smart 10-Port Gigabit Switch with 2 1000BASE-T/SFP Combo Ports	01
	ii). Network Cable	Clipsal/Schneider or 3M **or equivalent brand** Category 6 UTP Cable	01 Roll

	iii). Network Node	3M or Equivalent brand i. Double Gang Face Plate with single I/O ii. Back Box	05 Nodes
	iv). Patch Panel	3M or equivalent brand 16-24Port Cat6 patch panel loaded with 10 cat6 I/O / Sockets	01 Unit
	v). Ducting / Cabling Service	Ducting, Cabling Rate per Running Feet	1000 rft (Approx)
	Duct	Supply of Duct Sizes: i. 16 x 25 Adam Jee or equivalent brand	20 Nos
9	Biometric Access Control System	Providing, Fixing and Installation of (Multi Feature) Biometric Access Control System with Electromagnetic Door Lock, Exit Button, Device Enclosure with 05 RFID cards, including software applications etc with One year warranty	Mix Job
11	Split AC	Split AC 1.5 Ton (Mitsubishi, General, Daikin, Acson or equivalent brand) with complete Installation including OEM's Standard Warranty	01
12	Wall FAN	Pak Fan, Royal Fan or Equivalent brand Specifications: 18 Inch Wall Bracket Heavy Duty Fan, Black Color Special guard, Energy efficient Electrical Steel Sheet and 99.9% Pure Copper Wire, High quality paint, Jerk free oscillation, 3 speed options and 90 Degree horizontal oscillation, Aerodynamically designed Aluminum blades for maximum air delivery, 3 Years Warranty	01
13	File Almirahs	Steel made 4 Shelves, Front door with glass, Silver Color, 18 gauge thickness, lock and keys	01
14	File Cabinets	Steel made 4 Drawers with Locks, Silver Color, 18 gauge thickness, lock and keys	02
15	Wall Mounted File Cabinet	Wooden made size 8 x 2 with two shelves total 16 sq. ft, with locks, handles, lamination texture made	01
16	Door Lock	Heavy Duty Door Lock (Made of Metal, Zinc Alloy or Steel) (Sample must be provided)	01
17	Carpentering work	i. Carpentering Rate per square feet with Material ii. Carpentering Rate per square feet without Material For providing and fixing of: a. Computer workstation (Custom Made) b. Wall mount file cabinets (Custom or readymade)	01
18	Computer Chair	01 x high back revolving chair Model Boss B-524/525 or equivalent brand 02 x revolving chairs Model Boss B-503/ 505/514 or equivalent brand (Sample Picture will be Required) with 01 Year Warranty	03
19	Electrical Work with Supplies	Providing and Fixing of Power Supply / Electrical Connections. Rate per Connection with rates of the following materials may be provided separately: i. Electric Cable: 7/29 and 7/36 Pakistan Cable or equivalent brand (01 Roll) ii. Power Board Clipsal/Schneider or equivalent brand (05	Mix job

		Nos) iii. Duct size 16 x 25 (10 Nos) Adam Jee or Equivalent brand	
20	Room Lights	Providing and fixing of room lights including cables, material and with all other required accessories: i. 08 x 8” SMD round or square light OSAKA or equivalent brand ii. 04 x LED Panel light 2x2 With OEM Standard Warranty (Site visit of the Room may be made during office hours)	Mix Job
21	White Wash	White Wash of Room (13 x 14 x 8) Rate of materials (distemper, enamel or other oil paint etc) along with labor service charges may be provided separately. (Site visit of the Room may be made during office hours)	Mix Job
22	Floor Tiling	Providing and fixing of floor tiling in room size : 13 x 14 = 182 Square Feet Rate for providing, fixing and supply of material may be provided separately: i. Rate of Vinyl tile with / without fixing ii. Rate of Wooden tiles (vertical bar) with / without fixing (Sample of tiles must be provided)	182 sqr ft
23	Wall Clock	CASIO Digital Wall Clock ID-16-8DF or Equivalent Brand Product Specification: Product Type: Clock, Dial Color: Light Blue-Silver, Case Shape: Rectangle, Watch Movement: Digital, Glass Material : Mineral, Size:50-8-130, Features: Hour, Minute, Second, Temperature and Humidity Display Warranty 01 Year	1

B. ESTABLISHMENT OF PAPER CONSERVATION LABORATORY			
Sr. No	**Items / Work with Specifications**	**Qty**	**Unit**
A. Conservation Equipments / Machinery			
1	Archival Paper Dehumidifier	1	No
2	Light (Conservation) Table	1	No
3	Mini Hard bed press (2’× 4’)	1	No
4	Archival single Paper cutter (24”)	1	No
5	Small size paper binding cutter	2	No
6	Heated spatula	2	No
7	Light weight electric iron	1	No
8	Distil water unit (2’× 6’×4’)	1	No
9	Lamination roll stand (4’×6’)	1	No
10	Hygrometer	1	No
B. Conservation Tools			
11	Bone folder set archival grade	2	No
12	Tweezer set	2	No

13	Seizer assorted	2	No
14	Set square steel 1’ & 2’	2	No
15	Steel scale 1’& 2’	2	No
16	Scalpel handle with blades of 23 &15	1	No
17	NTN cutters with extra blade	1	No
18	Tool kit	1	No
19	Draftsman pen	3	No
20	Needle assorted	1	No
21	Brushes fine quality 4”,3”,2”& 0 to 10 N0 set	1	
22	Glass rod	1	No
23	Beaker 500ML,100ML	12	No
24	Perspex sheet 2’×2’,1’×1’,1’×2’	3	No
25	Teralin cloth	1	No
26	Magnifying glass	2	No
27	Marble paper weights	4	No
28	Paper knives	2	No
29	Sheesha plastic	1	No
C. Conservation Chemicals, Accessories and Supplies			
30	Conservation repair paper (Japanese tissues) (28”× 26”)	10	No
31	Archival Karak-ALT100 (93cm × 50m)	1	No
32	PH indicator strip	1	No
33	Compressed sponges	5	No
34	Acetone (Merk)	2.5	No
35	Thymol	1	No
36	Thiner	4	No
37	Perolium spirit	4	No
38	Gloves	12	No
39	Masks	12	No
40	Aspirator 10 liter	1	No
41	Binding cloth (48” × 1m)	10	No
42	Binding board (30” × 40”)	24	No
43	PVA (White glue), Ir-reversible tape, archival tape	5 each	No
44	Lining cloth (Black & White)	20	No
45	Needle set	2	No
46	Fish cord	12	No
D. Furniture and Fixture (Sample drawing, design and other detailed specifications etc may be obtained from office)			
47	Wall mount Cabinet Size 7’ ×2’ = 14 sqr ft, Wooden made lamination sheet, with locks, handle etc	14	sqr ft
48	Sink cabinet with marble top (8’ × 2.5’) 20 sqr ft	20	sqr ft
49	Working table with marble top (8’× 2.9’) 24 sqr ft	24	sqr ft
50	File storage cabinets (5' x 7') 35 sqr ft	35	sqr ft
51	Revolving Stools/Chairs	3	No

	Specifications: Boss Model B-503-R, B-15-HSRAC, B-208-MPAC, B-515 or Equivalent brand		
52	Marble with size (8' ×1.6') Flower or equivalent brand (Sample must be provided)	2	No
53	Providing and fixing of Aluminum Glass Partition Size 26 x 7.6 = 198 sqr ft, 5mm Glass Ghani float or equivalent brand, aluminum 1.6 mm with 01 x 4 x 6 door with lock, handle and door closer etc	198	sqr ft
54	Providing and fixing of floor tiling in room size : 26 x 16 = 416 ft = 127 m2. Rate for providing, fixing and supply of material may be provided separately: i. Rate of Vinyl tile with / without fixing ii. Rate of Wood Rate of Wooden tiles (vertical bar) with / without fixing iii. Rate of Granite tile with/without fixing (Sample of tiles must be provided)	127	m2
55	Providing and Fixing of 5mm glass in Wooden Frame, size 8 x 4 ft 5mm Glass Ghani Float or Equivalent brand	32	sqr ft
56	Providing and fixing of vertical blinds in wooden window size 8 x 4 = 32 ft (Color and material sample must be provided)	32	sqr ft
57	Providing and Fixing of Steel Sink Standard Size	2	No
58	Providing and Fixing of Water Taps / Mixture and other pipe fitting works etc	Mix Job	
E. Repair and maintenance of Equipment / Machinery			
59	Repairing, Maintenance and overhauling of existing fumigation chamber placed at ND-Wing (Fumigation Chamber may be seen at ND-Wing during office hours 9:00 AM to 5:00 PM)	1	No

C. INSTALLATION OF FIRE SUPPRESSION SYSTEM

Sr. No	Items / Work with Specifications	Qty	Unit
A. Providing and Fixing of Aluminum Glass Partition			
1	Providing and fixing of Aluminum Glass Partition Size 28 x 8 = 224 sqr ft in two frames / partitions. Aluminum thickness 1.6 mm, dark brown color, Door size 4 x 6 ft with door closer, lock, 5mm glass Ghani float or equivalent brand (site visit may be arranged) (Sample of the aluminum must be provided)	224	sqr ft
B. Installation of Fire Suppression System (FM 200 Clean Agent)			
2	Installation of FM200 Fire Suppression System at Central Microform Storage Area Size 30 x 17 x 8. Rate list of all items must be provided separately. 01 Year Warranty	Mix job	
3	Supply of Professional Digital Hygrometer (For temperature and humidity monitoring) with Data Logger Function (USB Cable, Software CD, Built-In memory etc)	3	No.

Note: In case of supply of any additional material from market during / for completing the requisite works, vendor will submit the original bills to the office. All applicable taxes will be included separately on the original market price.

37. Scope of Work (Equipments / Providing / Fixing Work / and Materials)

a) All accessories and supplies etc required for fixing / installation of items/equipments will be provided by the bidder and its rate must be included in the quoted item price.
b) Samples of the materials / items / work to be carried out must be provided by the bidders upon approval of samples, work will be allowed to be carried out
c) Individual material rates must also be provided by the bidder along with total quoted price
d) One to three year support (as per case) services with 24 hours replacement.
e) Professional hands on training for 05 Persons will also be required for the Computer hardware and allied IT equipments etc.
f) Hardware replacement and installation of all or any parts of the equipment, which become defective or malfunctioned, on exchange bases as Free of Cost (FOC).
g) Bidder will provide technical support for resolution of issues related to hardware, software and other providing / fixing services related issues
h) Hardware devices having end of life must be communicated to Cabinet Division moreover nearly end of life hardware devices will not be acceptable.
i) Hardware replacement activities and relative spares maintenance will also be carried out by vendor. In case providing fixing work all maintenances will be carried out by the vendor during warranty period
j) Sample catalogs regarding renovation work must be provided
k) Vendor will specify the standard operating conditions for the supplied equipments
l) 24 x 7 availability of hotline (for ticketing Logging of complaints etc)

Important Note: In case of any conflict related to technical specifications or allied service warranties etc the bidding document will stand final. Bidder quotation will not be given preference on SBD. Moreover, if any hardware has end of service life during the support tenure Cabinet Division would not be responsible; vendor must be able to support the hardware till end of warranty period/Contract.

SECTION IV

J. EVALUATION CRITERIA

Technical evaluation will be done in two stages. Preliminary evaluation (initial screening) of technical bids will be done on the basis of following parameters:

38. Preliminary Evaluation (Initial Screening / Determining the eligibility of the Bidder) Requirements (Step 1):-

a) NTN Certificate.
b) GST Certificate.
c) On Active Tax Payers List of FBR.
d) Registration/Incorporation/Business Certificate and number of business years in Pakistan.
e) Complete Company profile.
f) The bidder should be a company/firm having operational office in Islamabad/ Rawalpindi.
g) Minimum Two (2) year's experience in supply and installation of IT hardware / Software, networking equipment or ICT Infrastructure.
h) Manufacturer's Authorization certificate from the original manufacturer of IT hardware / software and Software. The bidder should be authorized partner/ distributor/ seller from the Original Manufacturer of IT Equipments.
i) Bid Validity period of **180 days or more.**
j) 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 organization/Division/Ministry.
k) Compliance with schedule of requirements (Yes/No).
l) Submission of required amount of bid security with Financial Bid (A confirmation to this effect in Technical Bid is must).
m) **Manufacturer's standard warranty:** One to three years (as per case) onsite warranty including parts and labor.
n) Technical brochures/ Data Sheets for the hardware and Licensed software to be provided.
o) Original Bidding Documents duly signed/stamped.

Note: Standard terms and conditions will be applicable according to nature of business

40. Detailed technical evaluation will be done for firms/bidders who qualify the preliminary evaluation/ eligibility criterion mentioned above. In detailed technical evaluation, the Sub Technical Committee of Procurement will verify the compliance with Technical specifications mentioned in **Section-III.** The eligible firms/bidders may be asked to give presentation of proposal on power point (soft copy)/ proof of concept on their solution.

41. Financial Evaluation

Financial bids of eligible and technically qualified firms will be opened before the bidder's representatives who wish to attend the tender opening.

42. Award of Contract

Eligible bidder with the lowest evaluated responsive bid will be awarded the contract.

SECTION V

K. Bid Forms

43. BID FORM1

Letter of Intention

*Bid Ref No.**13-4(T1)/2018-19(MFU)***
Date of the Opening of Technical Bid
Name of the Contract :(Add name)
To: *[Cabinet Division, Cabinet Secretariat, 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 times 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 at[partners of the joint venture shall be liable jointly and severely 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 Cabinet Division
*[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]

44. BID FORM 2

Name of the Firm
Bid Reference No: **13-4(T1)/2018-19(MFU)**
Date of opening of Bid.
Documentary Evidence for Determining Eligibility of the Bidders & Evaluation of bids

Required Documentation	Check List (To be initiated 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			
Registration / Incorporation / Business Certificate			
Complete Company Profile			
Operational Office in Islamabad /Rawalpindi			
Firms past performance i.e. Minimum 02 (02) years experience in supplying and installation of IT hardware, software, networking and other allied equipments / services.			
Affidavit duly attested by the Oath Commissioner/Notary Public to the effect that the respective bidder is not black listed 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 or more			
Compliance with schedule of requirements			
Submission of required amount of bid security with Financial Bid			
Compliance with Technical Specifications			
Manufacturer's warranty. Minimum 1 year to 3 years as per case			
Technical brochures/data sheets /			

Original Bidding Documents dully signed / stamped			
Additional Requirements			
Compliance with scope of work for the networking services, partitioning work, floor tiling and other misc. civil work etc			
Evidence of successful completion of three projects of establishment of IT Infrastructure i.e. setting up of small/medium size datacenter in the last 2-3 years			
Evidence of joint venture/consortium, in case joint venture / Consortium is formed for undertaking supply/services			
List of certified professional			

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 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.

45. BID FORM 3

MANUFACTURER'S AUTHORIZATION

To: ***[Cabinet Division, Cabinet Secretariat, 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 to Bids (ITB) No. *[13-4(T1)/2018-19(MFU)] 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 to Bid.

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)

46. BID FORM 4

Firm's Past Performance
Name of the Firm:
Bid Reference No: **13-4(T1)/2018-19(MFU)**
Date of opening of Bid:
Assessment Period: **(Minimum Two (02) Years** as per Evaluation Criteria)

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

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

47. BID FORM 5

Price Schedule (Financial Bid)

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: **13-4(T1)/2018-19(MFU)**
Date of opening of Bid.

S-No.	Item No.	Name of the Item	Qty	Unit Price (Without any tax)	Unit Price (Inclusive of all taxes)	Final Total Price (Inclusive of all applicable taxes)
Total Price (Inclusive of all applicable taxes):						

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

FINAL TOTAL PRICE (in words): ---

Signature: ---
Designation: ---
Date: ---
Official Stamp: ---

48. BID FORM 6

Performance Guarantee

To: ***[Cabinet Division, Cabinet Secretariat, Islamabad]***

Whereas *[Name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to supply *[discretion 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 month, YEAR

Signature and Seal of the Guarantors/ Bank
Address
Date

SECTION VI

L. DRAFT STANDARD CONTRACT

49. Contract

THIS AGREEMNET is made on day of , 2019 between:

a. The Cabinet Division, Cabinet Secretariat, Government of Pakistan (hereinafter called the **"Purchaser"),** having its office at Cabinet 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 **"Improvement of Record Preservation, Archives Management Infrastructure and Research Documentation"** 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")

Item No.	Item Description	Qty	Unit Price (Without any tax)	Unit Price (Inclusive of all taxes)	Total Price (Inclusive of all taxes)
				Total (Rs)	

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:

Annex-I: The Bid Form and the Price Schedule submitted by the Supplier
Annex-II: The Schedule of Requirements
Annex-Ill: The Technical Specifications
Annex-IV: The Purchaser's Notification of Award
Annex-V: Purchase Order issued by the Purchaser
Annex-VI: The Special Conditions of Contract
Annex-VII: The General Conditions of Contract;

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 total cost

column in the Price Schedule should be 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.

WITNESS

For & on behalf of the Purchaser In the Presence of

Name:	Name:
Title:	Title:

For & on behalf of the Supplier in the Presence of

Name:	Name:
Title:	Title:

50. Schedule of Requirements **Annex - A**

Detail of schedule of requirement is given in ***section III.***

51. Technical Specifications and Ancillary Services **Annex - B**

Product Specifications

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

52. Price Schedule submitted by the bidders **Annex - C**

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

53. Purchaser's Notification of Award **Annex - D**

(Copy of the final letter will be attached)

54. Purchase Order. **Annex - E**

(Specimen Sample of PO)

Cabinet Division
Cabinet Secretariat,
Islamabad

1	**Purchase Order No**	
	Date	
	Supplier/Firm Name	
	Supplier / Firm Address	
	Firm Contact No.	
	Condition of the Contract	**AS already communicated in the bidding documents & contract**
	Particulars of stores:	**As per detail given below**

Item No.	**Item Name**	**Approved Specifications**	**Unit Price (Inclusive of all taxes)**	**Qty**	**Total Cost**

Additional instructions (if any):
Signature: --
Designation: --
Date: --
Official Stamp: --

SECTION VII

M. 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: **Cabinet Division, Government of Pakistan, Islamabad** GCC 1.1 (i)-The Project Site is: **Cabinet Division, Islamabad**

2. Inspection and Tests (GCC Clause 4)

a. After delivery of goods at the Purchaser's premises, the Purchaser shall inspect the quantity, quality, specifications of goods.

b. The Inspection Committee of Cabinet Division 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)

a. The bidder shall deliver the supplies at the destination in scratch-less condition with all the manufacturer supplied accessories.

b. 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

c. 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/services (IT hardware, software and other allied equipments and services etc) shall be 1-3 Year (as per case) 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.
- 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 networking work will be based on actual network nodes basis.

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:

Mode of Penalty	**100% Quantity as Per Purchase Order**	**Total delivery period**
Without penalty	45 days	45 days
With penalty @ 1 % per day after 45 days from date of issuance of Purchase Order upto maximum of 10% of the total contract value	10 days	55 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 Cabinet Division 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.

10. Notices (GCC Clause 21)
CCC 21.1 - Purchaser's address for notice purposes:
Dy. Director (Technical), Cabinet Division (Room No.1001-B), Cabinet Secretariat, Islamabad, Ph#: 05 1-9201414, **Email:** **info@ndw.gov.pk**

Supplier's address for notice purposes:
Phone#, Fax#, Email

SECTION VIII

N. General Conditions of Contract (GCC)

1. Definition

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

a) "The Contract" means the agreement entered into between the Purchaser (Cabinet Division) 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.

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 those equipment, machinery and/or other material which the Supplier is required to supply to the Purchaser under the Contract.

d) "The Services" means those services ancillary to the supply of the goods, such as transportation of goods upto 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.

e) "GCC" mean the General Conditions of Contract contained in this section.

f) "SCC" means Special Conditions of the Contract.

g) "The Purchaser" means the organization purchasing the Goods, as named in the SCC.

h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.

i) “The Project Site", where applicable, mean the place or places named in the SCC.

j) "Day" means calendar day.

2. Application

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

3. Standards

3.1 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.

4. Inspections and Tests

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 extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires.

4.2 If 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.

4.3 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.

4.4 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.

5. Packing

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.

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.

6. Delivery and Documents

6.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements.

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 & delivery charges, insurances & warranties, if any, etc.

7. Transportation

7.1 The Supplier is required under the Contact 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.

8. Warranty
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.

8.2 This warranty shall remain valid for minimum one – three years (as per case) 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.

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

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.

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.

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

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.

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.
9.4 The currency of payment is Pak. Rupees.

10. Prices 10.1 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.

11. Change Orders
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:

a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

b) the method of packing;

c) the place of delivery.

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.

12. Contract Amendments
12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

13. Assignment
13.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.

14. Delays in the Supplier's Performance
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.

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, it's 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.
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.

15. Liquidated Damages
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.

16. Termination for Default

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:

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 to time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or

b) If the Supplier fails to perform any other obligation(s) under the Contract.

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.

For the purpose of this clause:

"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.

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.

17. Force Majeure

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.

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.

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.

18. Resolution of Disputes

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.

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.

19. Governing Language

19.1 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 pertaining to the Contract which are exchanged by the parties shall be written in the same language.

20. Applicable Law

20.1 The Contract shall be interpreted in accordance with the laws of the country.

21. Notices

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, facsimile or email 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.

22. Taxes and Duties

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

* * * * * * * * * * * *