

Bidding Document for Procurement of IT Equipment for office of Pakistan Commissioner for Indus Waters (PCIW)

National Competitive Bidding

Single Stage-One Envelope



Ministry of Water Resources
Government of Pakistan
وزارت آبی و مسائل حکومت پاکستان

**MINISTRY OF WATER RESOURCES (MoWR)
GOVERNMENT OF PAKISTAN**

May, 2022

INVITATION FOR BIDS
**Office of Pakistan Commissioner for Indus Waters (PCIW), MINISTRY OF WATER
RESOURCES (MoWR)**
Procurement of Office IT Equipment
No. 6-PCIW/6(40)/2021-Admn

The office of Pakistan Commissioner for Indus Waters (PCIW), Ministry of Water Resources, Government of Pakistan hereby invites sealed bids from interested eligible bidders having valid NTN/STRN ,placed at Active Taxpayers List (ATL) of FBR and duly registered with AGPR, that **shall conform to the technical specifications and Schedule of Requirements as mentioned** in the Bidding document:-

2. A complete set of Bidding Document, containing description of items, technical specifications of items, bidder eligibility & qualification requirements , detailed terms & conditions etc can be obtained free of cost from MoWR (www.mowr.gov.pk) and PPRa (www.ppra.org.pk) websites or from the Reception of WAPDA building, Suharwardy Road G-7/1 Islamabad, on submission of written application on company letter head, duly supported by copy of NTN & GST certificates

3. **Single stage-one envelope** procedure shall apply as specified in the Public Procurement Rule (PPR), 2004 (as amended to date). Bids, duly accompanied by a “Bid Security” i.e. mentioned above table in shape of a Bank draft/Call Deposit/Demand Draft/Banker's Cheque in the name of **Drawing and Disbursement Officer (DDO), Office of PCIW** Islamabad, shall be delivered to the address given below on or before **1st June 2022 at 1100 hours**. Electronic bidding shall not be permitted. Late bids will not be accepted. Bids will be publicly opened at **1130 hours on the same day** at the address given below, in the presence of the bidders’ designated representatives, who may choose to attend.

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

Admin and Accounts branch
Office of Pakistan Commissioner for Indus Waters
WAPDA building, Suharwardy Road, G-7/1, Islamabad
051-9244662

BIDDING DOCUMENTS

For

NATIONAL COMPETITIVE BIDDING

Procurement of IT Equipment

Part One

- Instructions to Bidders (ITB)
- Bid Data Sheet (BDS)
- Schedule of Requirement & Technical Specifications
- Standard Forms

Part Two

- General Conditions of Contract (GCC)
- Special Conditions of Contract (SCC)

**Office of Pakistan Commissioner for Indus Waters
Ministry of Water Resources
Government of Pakistan**

May, 2022

Part One - Section I.
Instructions to Bidders

Instructions to Bidders

A. Introduction

- 1. Source of Funds** 1.1 Government of Pakistan through AGPR.
- 2. Eligible Bidders**
 - 2.1 This Invitation for Bids is open to all eligible suppliers, except as provided hereinafter.
 - 2.2 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods to be purchased under this Invitation for Bids.
 - 2.3 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.
 - 2.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Pakistan in accordance with ITB Clause 31.1.
- 3. Cost of Bidding** 3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser named in the Bid Data Sheet, hereinafter referred to as "the Purchaser," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. The Bidding Documents

- 4. Applicable Bidding Procedure and Content of Bidding Documents**
 - 4.1 The Bidding procedure shall be governed as per the laws of the Islamic Republic of Pakistan in accordance with the Public Procurement Rules-2004 issued and amended from time to time, by the Public Procurement Regulatory Authority (PPRA). The applicable Rules are **Public Procurement Rules (PPR) 36 "Procedures of Open Competitive Bidding" Sub-Rule (a) "Single Stage – Single Envelope Procedure"**. Bidders are also advised to refer to the PPR-2004 to conform the procedure given for Single Stage One Envelope Bidding Procedure.
 - 4.2 The Goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
 - (a) Instructions to Bidders (ITB)
 - (b) Bid Data Sheet (BDS)
 - (c) General Conditions of Contract (GCC)
 - (d) Special Conditions of Contract (SCC)
 - (e) Schedule of Requirements and Technical Specifications
 - (f) Bid Form and Price Schedules
 - (g) Contract Form
 - (h) Manufacturer's Authorization Form

(i) Performance Guarantee Form

4.2 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 will be at the Bidder's risk and may result in the rejection of its bid.

5. Clarification of Bidding Documents

5.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by cable (hereinafter, the term *cable* is deemed to include telex and facsimile) at the Purchaser's address indicated in ITB Clause 17.1. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than seven(07) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents, directly from the purchaser.

6. Amendment of Bidding Documents and Pre-Bid Meeting

6.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

6.2 All bidders that have purchased the bidding documents, from the Purchaser, will be notified of the amendment in writing or by cable which will be binding on them.

6.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

6.4 Owing to limited scope of the tender, pre-bid meeting is not scheduled. Bidder may seek clarification before the deadline to submit the bid from the Purchaser (focal person as specified in Data sheet).

C. Preparation of Bids

7. Language of Bid

7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

- 8. Documents Comprising the Bid**
- 8.1 The bid prepared by the Bidder shall comprise the following components:
- (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 9, 10, and 11; and
 - (b) bid security furnished in accordance with ITB Clause 13.
- 9. Bid Form**
- 9.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the Goods to be supplied, a brief description of the Goods, quantity, and prices.
- 10. Bid Prices**
- 10.1 The Bidder shall indicate on the appropriate Price Schedule the Items/Lot prices (where applicable) and total bid price of the Goods it proposes to supply under the contract.
- 10.2 Prices indicated on the Price Schedule shall be Delivered Duty Paid (DDP) prices i.e. prices inclusive of all applicable taxes, freight (transportation) charges, insurances & warranties if any, etc. The price of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.
- 10.3 The term DDP (Delivered Duty Paid), shall be governed by the rules prescribed in the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.
- 10.4 The Bidder's separation of price components in accordance with ITB Clause 10.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.
- 10.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected.
- 11. Bid Currencies**
- 11.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
- 12. Documents Establishing Bidder's Eligibility and Qualification**
- 12.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- 12.2 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) The Bidder meets the qualification criteria listed in the Bid Data Sheet.

13. Bid Security

- 13.1 Pursuant to ITB Clause 8, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 13.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.
- 13.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:
- (a) Call-deposit/bank draft/pay order/banker's cheque in name of the Purchaser given under ITB clause 13.1 of Bid Data Sheet.
- 13.4 Any bid not secured in accordance with ITB Clauses 13.1 and 13.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 22.
- 13.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity prescribed by the Purchaser pursuant to ITB Clause 14.
- 13.6 The successful Bidder's bid security will be discharged upon the submission of performance security.
- 13.7 The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or
 - (b) in the case of a successful Bidder, if the Bidder fails to sign the contract in accordance with ITB Clause 30 or fails to provide performance security.

14. Period of Validity of Bids

- 14.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 20. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.
- 14.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable). The bid security provided under ITB Clause 13 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

**15. Format and
Signing of Bid**

- 15.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL BID” and “COPY OF BID,” as appropriate. In the event of any discrepancy between them, the original shall govern.
- 15.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
- 15.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid. The bid should be duly secured and each page signed/stamped by authorized person.
- 15.4 In case of contract exceeding Rs. ten (10.0) million, the successful bidder shall sign the “Integrity Pact” on the form provided under Section III, Part Two, before signing the contract.

D. Submission of Bids

**16. Sealing and
Marking of Bids**

- 16.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” **The envelopes shall then be sealed in an outer envelope.**
- 16.2 The inner and outer envelopes shall:
- (a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and
 - (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “**DO NOT OPEN BEFORE,**” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 20.
- 16.3 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 “late”.
- 16.4 If the outer envelope is not sealed and marked as required by ITB Clause 16.2, the Purchaser will assume no responsibility for the bid’s misplacement or premature opening.

**17. Deadline for
Submission of
Bids**

- 17.1 Bids must be received by the Purchaser at the address specified in the Bid Data Sheet no later than the time and date specified in the Bid Data Sheet.

17.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 6, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18. Late Bids

18.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 17 will be rejected and returned unopened to the Bidder.

**19. Modification and
Withdrawal of
Bids**

19.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.

19.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 16. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

19.3 No bid may be modified after the deadline for submission of bids.

19.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 13.7.

E. Opening and Evaluation of Bids

**20. Opening of Bids
by the
Purchaser**

20.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the **Bid Data Sheet**. The bidders' representatives who are present shall sign an "Attendance Sheet" evidencing their attendance.

20.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 18.

20.3 Bids (and modifications sent pursuant to ITB Clause 19.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

20.4 The Purchaser will prepare minutes of the bid opening.

21. Clarification of Bids

21.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. 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.

22. Preliminary Examination

22.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

22.2 Arithmetical errors will be rectified on the following basis. 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. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

22.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 13) and Taxes and Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

22.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

23. Evaluation and Comparison of Bids

23.1 The Purchaser will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 22.

23.2 The Purchaser's evaluation of a bid, further elaborated under Bid Data Sheet, will be on Delivered Duty Paid (DDP) prices i.e. prices inclusive of all applicable taxes, freight (transportation) charges, insurances & warranties if any, etc., and it will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

24. Contacting the Purchaser

- 24.1 Subject to ITB Clause 21, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should do so in writing.
- 24.2 Any effort by a Bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

25. Qualification

- 25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily.
- 25.2 The determination will take into account the Bidder's compliance with the qualification criteria defined in the Bid Data Sheet.

26. Award Criteria

- 26.1 Subject to ITB Clause 28, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the most advantageous bidder, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

27. Purchaser's Right to Vary Quantities at Time of Award

- 27.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

28. Purchaser's Right to Accept any Bid and to Reject any or All Bids

- 28.1 Pursuant to Public Procurement Rule No. 33 of 2004, the Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders. The Purchaser will inform the affected Bidder or bidders of the grounds for the Purchaser's action, if so requested, but the Purchaser shall not be required to justify the grounds.

29. Notification of Award

- 29.1 Prior to the expiration of the period of bid validity and subject to ITB Clause 29.3, the Purchaser will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.
- 29.2 The notification of award under ITB 29.1 will constitute the formation of the Contract.
- 29.3 The Purchaser shall announce the results of bid evaluation in the form of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of contract.

30. Signing of Contract

- 30.1 The bidder whose bid has been accepted will be sent a notification of award by the Purchaser prior to expiration of Bid Validity Period. At the same time the Purchaser notifies the successful Bidder that its bid has been accepted and asks the bidder to submit Performance Security and authorize the representative for signing of the Contract.
- 30.2 Within fifteen (15) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.

31. Corrupt or Fraudulent Practices

- 31.1 The Purchaser observes the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser:
- (a) defines, for the purposes of this provision, the terms set forth below as follows:

“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
 - (b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded at o/o PCIW, MoWR financed contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a o/o PCIW, MoWR financed contract.

Part-One Section II.

Bid Data Sheet

Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB): Section I. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

A. Introduction		
ITB 1.1	Name of Contract & IFB No.	Procurement of Office IT Equipment No. 5-PCIW/6(40)/2021-Admn
	Name of Purchaser	Office of Pakistan Commissioner for Indus Waters (PCIW), Ministry of Water Resources, Govt. of Pakistan
	Purchaser's Address	Office of Pakistan Commissioner for Indus Waters (PCIW), Third Floor, WAPDA Building, Suharwardy Road, G-7/1 Islamabad.

B. The Bidding Document		
ITB 5.1	Clarification of Bidding Documents	Requests for clarification shall be received by the Employer no Later than 1st June, 2022.

C. Preparation of Bids

ITB 7.1	Language of the Bid	English
ITB 10.2	Bid Price	The price quoted shall be Delivered Duty Paid (DDP) at the location mentioned in the Schedule of Requirements i.e. prices inclusive of all applicable indirect taxes (GST), duties, freight (transportation) charges, insurances & warranties if any, etc.
ITB 10.5	Bid Price	<p>The price shall be in Pak Rupees and shall be fixed. The Price shall remain valid during currency of the contract inclusive of applicable indirect taxes as per law. If there is no mention of taxes, the offered/quoted price(s) will be considered as inclusive of all applicable indirect taxes/duties, transportation charges, insurances & warranties, if any.</p> <p>However any subsequent legislation enacted between bid opening and finalization of award and that impacts the bid price, would be duly accounted for in the contract agreement.</p> <p>The bid price shall not be subject to any adjustment during the performance of the Contract.</p> <p>Moreover, Alternative Bids shall not be considered.</p>
ITB 12.2 (a)	Qualification requirements.	<p>MANDATORY REQUIREMENTS: “Eligibility & Responsiveness” requirements are as follows:-</p> <p>(Please attach valid copies of all certificates / relevant Documents)</p> <ol style="list-style-type: none"> 1. Bidder must provide details of year of incorporation and details of NTN/STRN registrations, Active Taxpayer List (ATL) certificate and proof of AGPR vendor registration. 2. Bidder(s) must have at-least Two (02) years of experience of similar nature as requisitioned in the bid. 3. Bidder(s) must provide Complete List of Client including details of at least 2 current clients along with their contact information. 4. A certificate from the bidder that all spare parts of the items to be supplied are easily available in Pakistan in the local market or from company owned outlets. 5. The bid and price schedule should be submitted on the prescribed format on company’s letterhead. Both must be properly signed and stamped by the authorized person. 6. Earnest Money as mentioned at following ITB clause 13.1 must be furnished from scheduled Bank of Pakistan along with financial bid. 7. Bids shall remain valid for the period of 120 days as mentioned at ITB clause 14.1. 8. Bidder must provide an Affidavit on Non-judicial stamp paper of Rs. 100/- stating that the bidder is not-blacklisted by any public sector organization in Pakistan. 9. Bidder must provide an Affidavit on Non-judicial stamp paper of Rs. 100/- that bidder has never been Blacklisted for offence related to fraud, under-invoicing, tax evasion, concealment, money laundering etc. (Bids from any bidder who is found or purported to be engaged in these offenses shall be rejected without assigning any reason).

ITB 13.1	Amount of bid security	The Financial Bid should be accompanied by a bid security as per the value given in the following schedule:				
		<table border="1"> <thead> <tr> <th>Lot #</th> <th>Description of goods</th> <th>Bid Security (PKR)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Procurement of IT Equipment as per the specifications</td> <td>200,000</td> </tr> </tbody> </table> <p>The bid security to the unsuccessful bidders shall be returned immediately after award of the contract to the most suitable bidder and in case of successful bidder(s), earnest money will be released on submission of performance security @ 10% of contract cost.</p>	Lot #	Description of goods	Bid Security (PKR)	1
Lot #	Description of goods	Bid Security (PKR)				
1	Procurement of IT Equipment as per the specifications	200,000				
ITB 13.3	Form of Bid Security	<p>(i) In the shape of pay order/demand draft/ call deposit/banker's cheque in the name of Drawing and Disbursement Officer (o/o PCIW), Islamabad.</p> <p>(ii) The bids found deficient of the Bid Security amount shall not be considered.</p> <p>(iii) No personal cheques shall be acceptable at any cost.</p> <p>(iv) Any previous bid security shall not be considered or carried forward.</p>				
ITB 14.1	Bid validity period.	Bid should remain valid for 120 days after the date of opening of bid. Whereas, the rates of the successful lowest evaluated responsive bidder(s) shall be fixed till expiry of the contract(s).				
ITB 15.1	No of copies & Format of Bid	One original & one copy. The bids shall be submitted in the format of Single Stage-One Envelope .				

D. Submission of Bids

ITB 17.1	Address for bid submission.	Admin and Accounts branch , office of Pakistan Commissioner for Indus Waters, third floor, WAPDA building, Suharwardy Road G-7/1, Islamabad.
ITB 17.1	Deadline for bid submission.	1st June 2022 at 1100 hours

E. Opening and Evaluation of Bids

ITB 20.1	Time, date, and place for bid opening.	1st June, 2022 at 1130 hours. Admin and Accounts branch, third floor, WAPDA building, Suharwardy Road G-7/1, Islamabad
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ITB 23.2

Criteria for bid evaluation.

- (i) **Substantively responsive bid** (from qualified bidder) achieving highest score of technical and financial bids evaluation be declared as most advantageous bidder
- (ii) **Compliance to the technical specification** as proposed in Section III of Bidding Document.
- (iii) Bid Evaluation Criteria is as followed:

Technical Bid Scoring:

Ser No.	Evaluation Criteria	Marks
1	NTN GST Registered	10
2	AGPR Vendor Registration	10
3	Relevant Experience; Must attach copies of offer letter/ completion certificate from AGPR paid public assignments; Maximum marks be given relatively with other bidders.	20
5	Delivery Schedule; Maximum marks be given to the bidder committing as early delivery as practically possible, delivery schedule to be made part of Contract agreement.	20
6	Warranty details by the Manufacturer; bidder to commit warranty of items being quoted. Moreover, bidder must provide warranty certificates at time of delivery as committed in the bidding documents.	20
7	Repute of Manufacturer; Bidder to justify the repute of the manufacturer by providing list of recent orders to the manufacturers by public/ private organization	10
8	Adherence to the description and technical specification as defined in part-I section-III of this bidding document.	10

Any bidder obtaining “0” marks in any field be considered as **Nonresponsive bidder/ technically disqualified.**

Financial Bid Scoring:

a. Financial bids are scored out of 50 and maximum marks be given to the vendor providing least Delivered Duty Paid (DDP) price. In case bidders provide options against any items, comparison to be made against similar specification and make option. Market evaluation done by the purchaser before opening of bids may also act as a reference point.

Total Score:

- a. Total Score be calculated as sum of Technical bid score and Financial bid score. Bidder with highest score be considered as most advantageous bidder.

Part One - Section III

Schedule of Requirements and Technical Specifications

Schedule of Requirements

Sr. No.	Item	Quantity	Description/ Technical Specification
1	Laptop Core i-7 or Equivalent	04	14-inch screen size Core i-7 (11 th generation) or equivalent 16 GB RAM, 512+ GB hard drive SSD Business machine, having a durable and sturdy design, must be renowned manufacturer with local warranty, 6 hrs+ battery time (convertible/ touch screens not to be quoted) Bidder may also quote 16/15.3-inch model separately
2	Laptop Core i-5	03	14-inch screen size Core i-5 (11 th generation) or equivalent 8 GB+ RAM, 512+ GB hard drive SSD Business machine, having a durable and sturdy design, must be renowned manufacturer with local warranty, 6 hrs+ battery time (convertible/ touch screens not to be quoted)
3.	Laptop Core i-7 with graphic card	01	Core i-7 (11 th Generation or equivalent) 16GB+ Ram, 6 GB Dedicated Graphic cards 1 TB SSD Laptop to be quoted with a design of ample cooling fans for extended image processing use (Gaming specification Laptop be preferred)
4	Plotter Printer	01	36 Inch paper feeding size Print Speed: 25 Sec/page or more Print Resolution: Up to 2400 x 1200 optimized dpi or more
5	Ink Tank Printer (A3)	01	A3 borderless printing Minimum 15 ppm Feeding Paper Sizes: A3+, A3, B4, A4, A5, A6, B5, 10x15cm (4x6"), 13x18cm (5x7"), 16:9 wide size, Letter (8.5x11"), Legal (8.5x14"), Half Letter (5.5x8.5"), 9x13cm (3.5x5"), 13x20cm(5x8"), 20x25cm(8x10"), Envelopes:

			#10(4.125x9.5")DL(110x220mm), C4 (229x324mm), C6(114x162mm)
6	Group HD Video and Audio Conferencing system	02	Group or video conferencing solution for rooms that seats 14-20 people, delivers High Quality HD video and crystal-clear audio
7	LED TV 95" to 100" for use in conference room	01	Renowned brand with local warranty
8	LED TV UHD Technology 55"	01	Renowned brand with local warranty Quantity to be confirmed in work order
9	LED TV UHD Technology 43"	01	Renowned brand with local warranty Quantity to be confirmed in work order
10	LED TV UHD Technology 65"	01	Renowned brand with local warranty Quantity to be confirmed in work order
11	Projector	01	Renowned brand with local warranty Brightness 5000 lumens or more Resolution 1920 x 1200 Remote Control
12	Desktop Computer Core i-7 with lcd screen	05	Core i-7, tower, (5 th Generation or higher), branded system, 8GB RAM, 512 SSD 24-inch lcd display monitor Bluetooth Keyboard and Mouse Power Cables
13	HDMI Cable (Different length for LED TV Connectivity)	01	HDMI Cable, renowned brand Full 1080 HD, copper wire, same brand different standard lengths to be quoted.
14	Mic Conference system with supporting speakers' amplifiers and sound system	01	20' x 45' conference room. 30 Microphones on table, one for chair and one on rostrum.

Note:

- i. For verification of the Country of Origin as quoted, the bidder shall attach Certificate and other relevant documents from manufacturer/authorized supplier.
- ii. For conformance to specifications / samples, the Procurement Committee may inspect the said items.
- iii. Bidder must attach photographs of quoted items along with 3D models where required.
- iv. Minor variations from the given specification / samples will be accepted subject to approval of the Procurement Committee.
- v. Bidder may attach at maximum three options with different rates and specification against any item. Work Order be then awarded with a specific option.
- vi. Supply, installation / commissioning should be completed within 05 days of the Supply Order.
- vii. Quantity of items can be increased/decreased or deleted at the time of award of work order/ contract, in pursuant to clause 27 of the ITB.

Part One - Section IV

Standard Forms

1. Bid Form

Date: _____

IFB No: **IFB # No. 5-PCIW/6(40)/2021-Admn**

To,
Procurement Committee
Office of Pakistan Commissioner for Indus Waters

Having examined the bidding documents including Addenda Nos., if issued any, *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, delivery and installation *[description of goods and services]* in conformity with the said bidding documents for the sum of ***[Total amount in words and figure]*** or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith, if stand lowest, till expiry of **120 days bid validity** which may be further extended till finalization of tender, if desired so, by mutual consent and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule as per the requisite items, quantities, delivery schedule & rate of liquidated damages against late deliveries.

If our bid is accepted, we undertake to provide a performance security having validity of 30 days after the expiration of Warranty Period in the form, in the amounts, and within the times specified in the bidding documents.

We also agree to abide by this Bid for a period of **120 days** from the date fixed for Bid opening under Clause 14.1 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period and quoted rates shall remain valid till the expiry of the contract, if we stand as lowest evaluated responsive bidder.

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

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and Address of Agent	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

(if none, state "none")

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

2. Price Schedule in Pak. Rupees

Name of Bidder _____ IFB Number: **IFB No. 5-PCIW/6(40)/2021-Admn** Page of. _____

Lot No	Description of item or sub-item	Brand / Model	Country of Origin	Quantity	Unit Rate (PKR)* <small>(without all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)</small>	DDP Unit Price (PKR) <small>(with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)</small>	Total Cost (PKR) <small>(with all applicable indirect taxes (GST), transportation & delivery charges, insurances & warranties, if any)</small>
1	2	3	4	5	6	7	8
1	<i>(as defined in part-I Section-III)</i>						
2							
3							
4							
5							
6							
7							
Grand Total							

**if deem necessary by the bidder.*

It is hereby confirmed that the specifications of offered items are fully compliant to the technical specifications provided in Section III of bidding document.

Name of Bidder / Firm:

Signature _____

Date: _____

Seal:

3. Contract Form

THIS CONTRACT (hereinafter termed as “Contract” is entered into, signed, and executed at Islamabad on this-----th Day of-----, 2022

BETWEEN

Office of Pakistan Commissioner for Indus Waters, WAPDA building, Suharwardy Road, G-7/1, Islamabad, **Islamabad**, Hereinafter shall be termed as “PURCHASER”, which expression shall include the successors in office, permitted assigns and legal representatives.

A N D

M/s----, a firm duly registered with ----bearing number -----and has never been declared as defaulter by any authority or forum, having its registered office at---(Hereinafter referred to as “SUPPLIER”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors in interests, administrators and/or assignees)

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., **Procurement of IT Equipment for Office of PCIW** has accepted the following rates of requisite item, quantities, delivery schedule & rate of liquidated damages in case late deliveries of equipment by the Supplier for the supply of those goods and services in the sum of (contract price in words and figures) (hereinafter called “the Contract Price”):-

Sr#	Bidder Name	Item Name	Quantity	Brands/Models	Contract Price (Inclusive of GST) PKR

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. Notwithstanding, in this Contract, unless there is anything repugnant in the subject or context and in clash thereof the general laws, rules and principle words and expressions shall have the same meanings as are assigned to them in the Conditions of Contract referred to.

2. Both the parties of this Contract hereby agree that the following documents shall be read, understood and constructed as an essential and fundamental part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The Schedule of Requirements;
- (d) Technical Specification;
- (e) Price Schedule;
- (f) The Integrity Pact;
- (g) The Purchaser’s Notification of Award; and,
- (h) The Bid Form and the Price Schedule submitted by the Bidder.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser and shall be bound to provide the Goods or services set right, resolve, redress, remedy, and cure the complaints, deficiencies, defect(s), shortcomings, or flaw(s) therein in conformity with the provisions of the Contract, failing which, the payments or charges shall be withheld, accordingly, and no additional cost shall be made to the Supplier.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying/resolving of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

PARTIES

For and on behalf of '**Purchaser/ Office of PCIW**'

For and on behalf of '**SUPPLIER**'/

Name:
Designation:
CNIC:

Name:
Designation:
CNIC:

WITNESSES

Name:
Designation:
CNIC:

Name:
Designation:
CNIC:

4. Form of Integrity Pact

Contract No. **IFB # No. 5-PCIW/6(40)/2021-Admn**

Dated _____

Contract Value: _____

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 Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

2. Without limiting the generality of the foregoing, [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 GoP, except that which has been expressly declared pursuant hereto.

3. [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 GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

4. [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 GoP under any law, contract or other instrument, be voidable at the option of GoP.

5. Notwithstanding any rights and remedies exercised by GoP in this regard, [name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP 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 GoP.

Name of Purchaser:

Name of Supplier:

Signature:

Signature:

.....

[Seal]

[Seal]

5. Form of Performance Security

To: Procurement Committee
Office of PCIW, Islamabad.

Whereas [Name of Service Provider] (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. No. 5-PCIW/6(40)/2021-Admn to supply [description of goods] (hereinafter called “the Contract”).

And whereas it has been stipulated by you in the said Contract that the Service Provider 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 Service Provider’s performance obligations in accordance with the Contract.

And whereas we have agreed to give the Service Provider a Guarantee:

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

This guarantee is valid until the _____ day of _____, 2023

Signature and Seal of the Guarantors/ Bank

Address Date

Part Two

Section I.

General Conditions of Contract

General Conditions of Contract

1. Definitions	<p>Notwithstanding, in this Contract, unless there is anything repugnant in the subject or context and in clash thereof the general laws, rules and principle shall apply, the following terms shall have the meaning ascribed thereto as provided below:-</p> <ul style="list-style-type: none">(a) “The Contract” means the agreement entered into between the Purchaser 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. satisfactory(b) “The Contract Price” means the price which shall be payable to the Supplier under the Contract pursuant to the rates agreed at the time signing the contract subject to proper / satisfactory 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 Purchaser 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 Purchaser” means the organization purchasing the Goods, as named in SCC.(h) “The Purchaser’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	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, shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods’ country of origin. Such standards shall be the latest issued by the concerned institution.

<p>4. Inspections and Tests</p>	<p>4.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes.</p> <p>4.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>4.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.</p> <p>4.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the factory/warehouse.</p> <p>4.5 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
<p>5. Packing</p>	<p>5.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>5.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.</p>
<p>6. Delivery and Documents</p>	<p>6.1 Delivery of the Goods shall be made by the Supplier in accordance with the Schedule of Requirements.</p> <p>6.2 For purposes of the Contract, DDP trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes, transportation & delivery charges, insurances & warranties, if any, etc.</p>

7. Transportation	7.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
8. Warranty	<p>8.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p> <p>8.2 Unless otherwise specified in the Special Conditions of Contract, the warranty shall remain valid for three (03) years after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.</p> <p>8.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>8.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.</p> <p>8.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p>
9. Payment	<p>9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p> <p>9.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract.</p> <p>9.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.</p> <p>9.4 The currency of payment is Pak. Rupees.</p>
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	<p>11.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following:</p> <ul style="list-style-type: none"> (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; (b) the place of delivery. <p>11.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) working days from the date of the Supplier's receipt of the Purchaser's change order.</p>
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. Performance Security	<p>14.1 Performance Guarantee: The Supplier, within twenty (20) days of signing of this contract, shall provide to the Purchaser a Performance Guarantee equivalent to 10% of the total Contract amount on the prescribed format and in prescribed manner. This Performance Guarantee shall be released to the Supplier upon successful completion of the Contract including any warranty obligations, unless specified otherwise in SCC.</p> <p>14.2 Supplier's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with sub-clause 14.1 above.</p> <p>14.3 Failure to submit a Performance Guarantee shall result into forfeiture of Bid Security and Cancellation of Contract.</p>
15. Delays in the Supplier's Performance	<p>15.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.</p> <p>15.2 If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery</p>

	<p>of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p> <p>15.3 Except as provided under GCC Clause 18, 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 16, unless an extension of time is agreed upon pursuant to GCC Clause 15.2 without the application of liquidated damages.</p>
<p>16.Liquidated Damages</p>	<p>16.1 Subject to GCC Clause 16, if the Supplier fails to deliver any or all of the Goods or to perform the Services, as per satisfaction of office of PCIW or within the period specified in this 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 for late delivery for each day 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 17.</p>
<p>17Termination for Default</p>	<p>17.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> (a) if the Supplier fails to deliver any or all of the Goods within the period specified in this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 15.2; 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. <p>For the purpose of this clause:</p> <p>“corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.</p>

	<p>17.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 17.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
18. Force Majeure	<p>18.1 Notwithstanding the provisions of GCC Clauses 15, 16, and 17, the Supplier shall not be liable for forfeiture of its bid security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>18.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>18.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
19. Resolution of Disputes	<p>19.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>19.2 If negotiations fails or 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. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed manner and/or arbitration subject to approval of the Competent Authority, office of PCIW.</p>
20. Governing Language	<p>20.1 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.</p>
21. Applicable Law	<p>21.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.</p>
22. Notices	<p>22.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party’s address specified in SCC.</p>

	21.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
23. Taxes and Duties	23.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

Part Two – Section II.
Special Conditions of Contract

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:** Office of PCIW, Islamabad, Government of Pakistan.

GCC 1.1 (h)—**The Purchaser's country is:** Islamic Republic of Pakistan.

GCC 1.1 (i)—**The Supplier is:** [Detail]

GCC 1.1 (j)—**The Project Site is:** Office of Pakistan Commissioner for Indus Waters, WAPDA building, Suharwardy Road, G-7/1, Islamabad.

2. Inspections and Tests (GCC Clause 4)

GCC 4.1—**Inspection and tests prior to supply of Goods and at final acceptance are as follows:** The Purchaser or its representative shall have the right to inspect and or to test the supplies as per following ways to confirm their conformity to the Contract specifications at no extra cost to the Purchaser: -

For all Lots/Items, final inspection of goods will be carried out on receipt of goods at sties of delivery and payments shall be made against the Goods Receipt & Inspection Report duly signed by the purchaser on acceptance of goods. Inspection and tests prior to final acceptance are:-

- i. For being Brand New, bearing relevant reference numbers of the equipment
- ii. For Physical Fitness having No Damages
- iii. For the Country of Origin as quoted by the Supplier (Certificate from manufacturer/authorized supplier)
- iv. For successful operation at site after complete installation, testing and commissioning of the equipment (Installation, Testing and Commissioning Report by Procurement Committee)

3. Packing (GCC Clause 5)

GCC 5.2 – **Packing & accessories:** The bidder shall deliver the supplies at the destination in scratch less condition within the manufacturer supplied packing and manufacturer's manuals, booklets, accessories etc. Manufacturer's original Operating Manual must be provided.

4. Warranty (GCC Clause 8)

GCC 8.2— In partial modification of the provisions, the warranty period of the supplied items **shall remain valid till the warranty period as mentioned under Technical Specifications of the respective Item** from date of acceptance of the supplies. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If,

for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

(a) Make such changes, modifications, and / or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 2.

Or

(b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.5 % per day up-to maximum 10 % of the total price

GCC 8.4 & 8.5—**The period for correction of defects in the warranty period is: 15 (Fifteen) days.**

5. Payment (GCC Clause 9)

GCC 9.1 & 9.3 —The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied:

Payment shall be made in Pak. Rupees in the following manner:

(i) **On Acceptance: Hundred (100)** percent payment of the supplies delivered, received and accepted shall be made within thirty (30) working days of submission of claim supported by the acceptance certificate issued by the purchaser.

A copy of the sales tax, must be submitted along with the invoice besides receipt of original delivery challan (s), in duplicate duly completed in all respect. In case GST is not applicable on the Goods to be procured, the Bidder shall provide the documentary evidence to the said effect issued from the Competent Authority.

Tax(s) if any, shall be deducted at source as per applicable taxation laws, while making the payments to the Supplier.

6. Prices (GCC Clause 10)

GCC 10.1—**Prices shall be:** Fixed.

7. Performance Guarantee (GCC Clause: 14)

The Supplier, within twenty (20) days of signing of this contract, shall provide to the Purchaser a Performance Guarantee (**valid till expiry of warranty/ subscription period**) from any scheduled Bank of Pakistan equivalent to 10% of the total Contract amount in the shape of unconditional Bank Guarantee on the prescribed format as provided in the Bidding document.

Service Provider's Bid Security already submitted with the Bid shall only be released upon satisfactory submission of a Performance Guarantee in accordance with provision

mentioned above.

Failure to submit a Performance Guarantee shall result in to forfeiture of Bid Security and Cancellation of Contract.

The Performance Bank Guarantee shall be released upon completion of support and after sales services including all the warranties of hardware/expiration of subscription period of software.

8. Liquidated Damages (GCC Clause 16)

GCC 16.1—**Applicable rate:** The applicable rates on account of later delivery or unperformed Services including change of defective/sub-standard items, etc., shall be 0.5% per day and up to maximum 10 % of the contract price.

9. Termination for Default (GCC Clause17)

If during the currency of the period it is found that supplied items are sub –standard or defective, the contract will be cancelled and Security Deposit will be forfeited and the firm will also be blacklisted

10. Resolution of Disputes (GCC Clause 19)

GCC 19.2—**The dispute resolution mechanism to be applied pursuant to GCC Clause 19.2 shall be as follows:**

In the case of a dispute between office of PCIW and the Supplier, the dispute shall be addressed and settled in accordance with the Public Procurement Rules, 2004 and the relevant laws of the Islamic Republic of Pakistan.

11. Governing Language (GCC Clause 20)

GCC 19.1—**The Governing Language shall be:** English.

12. Notices (GCC Clause 23)

GCC 21.1—**Purchaser’s address for notice purposes:**

Drawing and Disbursement Officer.

Office of Pakistan Commissioner for Indus Waters, WAPDA building, Suharwardy Road, G-7/1, Islamabad

Supplier’s address for notice purposes:

