

**OFFICE OF THE  
ACCOUNTANT GENERAL AZAD JAMMU & KASHMIR  
MUZAFFARABAD**

☎ 92-05822-920802-883 Fax: 92-05822-920635



**Bidding Document**

**National Competitive Bidding (NCB)**

Bid Submission Deadline (date/time) 18.10.2023 at 12:00 P.M

Bid opening date/time: 18.10.2023 at 12:30 P.M

Bid Venue: Committee Room AG Office, Sathra Hill Muzaffarabad

**Upgradation of server machine Fujitsu  
PRIMERGY RX 2520M5 / Europe**

## Table of Contents

<b>SECTION 1</b> .....	<b>1</b>
<b>INVITATION TO BIDS</b> .....	<b>1</b>
INVITATION FOR BIDS .....	2
<b>SECTION II</b> .....	<b>3</b>
<b>INSTRUCTIONS TO BIDDERS</b> .....	<b>3</b>
INSTRUCTION TO BIDDERS (ITB) .....	4
THE BIDDING PROCEDURE.....	5
THE BIDDING DOCUMENTS .....	6
PREPARATION OF BIDS.....	8
SUBMISSION OF BIDS .....	11
OPENING AND EVALUATION OF BIDS.....	12
AWARD OF CONTRACT .....	15
PENALTIES/LIQUIDATED DAMAGES & TERMINATION OF CONTRACT .....	16
<b>SECTION III</b> .....	<b>17</b>
<b>SCHEDULE OF REQUIREMENTS</b> .....	<b>17</b>
SCHEDULE OF REQUIREMENTS .....	18
TECHNICAL SPECIFICATIONS .....	19
<i>Scope &amp; Deliverables</i> .....	19
<b>SECTION IV</b> .....	<b>20</b>
<b>EVALUATION CRITERIA</b> .....	<b>20</b>
B) FINANCIAL EVALUATION.....	22
<b>SECTION V</b> .....	<b>23</b>
<b>BID FORMS</b> .....	<b>23</b>
BID FORM-01 .....	24
LETTER OF INTENTION.....	24
BID FORM-02 .....	26
ELIGIBILITY OF THE BIDDERS & EVALUATION OF BIDS .....	26
BID FORM-03 .....	28
FIRM'S PAST PERFORMANCE .....	28
BID FORM-04 .....	29
PRICE SCHEDULE (FINANCIAL BID) .....	29
BID FORM-05.....	30
CONTRACT AGREEMENT.....	30
BID FORM-06.....	32
CERTIFICATE OF ORIGINAL EQUIPMENT MANUFACTURER.....	32
SPECIAL CONDITIONS OF CONTRACT.....	33
GENERAL CONDITIONS OF CONTRACT (GCC).....	36

**SECTION 1**  
**Invitation to Bids**



OFFICE OF THE ACCOUNTANT GENERAL AZAD JAMMU & KASHMIR  
MUZAFFARABAD  
Invitation for Bids

**IFB Title: Upgradation of server machine Fujitsu PRIMERGY RX 2520M5 / Europe**

1. Office of the Accountant General Azad Jammu & Kashmir (“The Purchaser”), invites sealed bids from reputed and eligible Firms/Suppliers/ Distributors/Agents, Active Tax Payer registered with the Sales Tax, Income Tax Departments and are directly authorized by the Original Equipment Manufacturer (OEM) as per details below: -

S.#	Items	Quantity	Specifications	Bid Security
1	RAM for server machine Fujitsu PRIMERGY RX 2520M5 / Europe	02	32GB (1x32GB) 2R x 4 DDR4-2933 R ECC	Rs.33000
2	Hard drive for server machine Fujitsu PRIMERGY RX 2520M5 / Europe.	03	SSD SATA 6G 960GB Mixed Use 2.5' H-PEP	

Note: Bid security in shape of pay order issued in the name of Accounts Officer / DDO Accountant General Office must be attached with proposal.

**SCOPE OF WORK:** Delivery, installation and commissioning of supplied hardware

2. Advertisement and bidding document can be downloaded from AG AJ&K and AJ&K PPRA websites i.e., [www.agajk.gov.pk](http://www.agajk.gov.pk) and [www.ajkppra.gov.pk](http://www.ajkppra.gov.pk).

Description		Bid Venue	Bids opening
Procurement Procedure	Single stage – single envelope	Committee Room AG Office Muzaffarabad	18.10.2023 12:30P.M

3. A conditional bid, overwriting, false/forged documents, bids received late and/or not accompanied by bid security will be rejected on spot as per AJ&K PPRA Rules 2017. Bids received in shape of joint venture will not be accepted. Successful bidders will have to deliver, install, configure and test the hardware and allied equipment at respective delivery station. No time extension in bid submission and delivery time will be granted and bids not complying with terms & conditions of bidding document will be rejected.

4. The Accountant General AJ&K reserves the right to accept or reject all bids in accordance with AJ&K PPRA Rules 2017.

**Muhammad Sajjad Hashmi**  
**Addl: Accountant General (Admin-II)**

Accountant General Office Azad Jammu & Kashmir Muzaffarabad  
Ph: 05822-920802-883-603, Fax: 05822-920635 [www.agajk.gov.pk](http://www.agajk.gov.pk)

**SECTION II**  
**Instructions to Bidders**

## Instruction to Bidders (ITB)

**Bidders are advised to read the contents of the Instruction to Bidders carefully**

<b>1</b>	<b>Scope of Bid</b>	1.1 Office of The Accountant General, AJ&K invites sealed bids for supply, of Computer Hardware, installation, configuration etc. Equipment as specified in detail in the Schedule of Requirements along with technical specifications at AG Office Sathra Hill Muzaffarabad.
<b>2</b>	<b>Source of Funds</b>	2.1 Public Fund.
<b>3</b>	<b>Eligible Bidders</b>	<p>3.1 This Invitation for Bids is open to all original manufacturers/ their <b>Authorized Agents/ Suppliers</b> and in case of imported goods their <b>authorized</b> agents/ importers/ suppliers in Pakistan for supply of Goods who must be registered (NTN, GST, on Active Tax payers List of FBR and/or CBR AJK etc.). The eligibility conditions are specifically described in the Schedule of Requirements (<b>Section III</b>).</p> <p>3.2 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or AJK) or a public sector organization are <b>NOT ELIGIBLE</b>. Bidders blacklisted by any Government (Federal, Provincial or Local) or a public sector organization are also <b>NOT ELIGIBLE</b>.</p> <p>3.3 Further requirements for determining eligibility of bidders are specified in <b>Section III</b>.</p>
<b>4</b>	<b>Corruption and Fraud</b>	4.1 The AJ&K PPRA defines Corrupt and Fraudulent Practices as “corrupt and fraudulent practices” which includes 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

		<p>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>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.</p>
<b>5</b>	<b>Eligible Goods and Services</b>	<p>5.1 All goods and related services to be supplied under the contract shall conform to the policies of the Government of AJK in vogue. All expenditures made under the contract shall be limited to such goods and services.</p> <p>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.</p>
<b>6</b>	<b>Cost of Bidding</b>	<p>6.1 The Bidder shall bear all 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.</p>
<b>The Bidding Procedure</b>		
<b>7</b>	<b>The Governing Rules</b>	<p>7.1 The bidding procedure shall be governed by Azad Jammu and Kashmir Public Procurement Rules-2017 issued and amended from time to time, by AJK Public Procurement Regulatory Authority (AJK PPRA).</p>
<b>8</b>	<b>Applicable Bidding Procedure</b>	<p>8.1 The bidding procedure is governed by AJ&amp;K Public Procurement Rule 36 “Procedures of Open Competitive Bidding” sub-rule (a) “Single stage – One Envelop procedure”. Bidders are advised also to refer to the Invitation for Bids at <b>Page 2</b> to confirm the bidding procedure applicable in the bidding process</p>

		<p>8.2 The bidding procedure prescribed in the Invitation for Bids is explained below:</p> <p style="text-align: center;"><b>Single Stage: one Envelope Procedure</b></p> <p>i) Each Bid shall comprise one single envelope containing, separately, financial proposal and technical proposal (if any). All Bids received shall be opened and evaluated in the manner prescribed in the Bidding document.</p> <p>ii) The Procuring Agency shall first establish the “Eligibility” and then evaluate the Bid for conformance of the offered item’s technical specifications with the demanded ones and other terms &amp; conditions, and reject any bid which shall not conform to the specified requirements;</p> <p>iii) During the evaluation no amendments in the 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;</p> <p>iv) The bid found to be the lowest evaluated &amp; responsive (most advantageous) shall be accepted. In case, two or more bidders submit equal financial bid for an item, the bidder scoring higher marks in technical score sheet shall be awarded contract;</p>
<b>The Bidding Documents</b>		
<b>9</b>	<b>Contents of the Bidding Documents</b>	<p>9.1 The goods required, applicable bidding procedures, and Contract Terms are prescribed in this Bidding Documents. In addition to the Invitation for Bids, this Bidding Documents include:</p> <p>a) Instructions to Bidders (ITB)  b) Schedule of Requirements  c) Technical Specifications  d) Evaluation Criteria</p>



		<p>e) Bid Forms (including technical forms and financial forms)</p> <p>f) Draft Standard Contract including Special Conditions of Contract (with Annexures) and General Conditions of the Contract, and Integrity pact</p> <p>9.2 The <b>“Invitation for Bids” (IFB) Notice</b> is not a formal part of the Bidding Documents and is included as a reference only. In case of discrepancies between the IFB Notice and the Bidding Documents listed in 10.1 below, the Bidding Documents shall take precedence.</p> <p>9.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish the required information as required in the Bidding Documents or submission of a bid that is not substantially responsive to the requirements outlined in the bidding document shall be at the bidder’s risk and be liable to be rejected.</p>
<p><b>10</b></p>	<p><b>Clarification(s) on Bidding Documents</b></p>	<p>10.1 A prospective bidder seeking clarification on the bidding document may notify the Procuring Agency in writing or through electronic mail at the Procuring Agency’s address/ e-mail ID indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification(s) of the bidding document, which it receives not 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 who have received the Bidding document. Additionally, the clarification issued shall be posted on the website (<a href="http://www.agajk.gov.pk">www.agajk.gov.pk</a>).</p> <p>10.2 The Purchaser shall have the right, at his exclusive discretion, to require, in writing, information or clarification of the Tender, from any or all the Bidder (s). No change in the price or substance of the tender shall be sought,</p>

		<p>offered or permitted except as required to confirm any ambiguity / the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the purchaser.</p>
11	<p><b>Amendment(s) to the Bidding document/ Withdrawal of the Tender</b></p>	<p>11.1 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 document by amendment(s).</p> <p>11.2 All prospective Bidders that have received the Bidding document shall be notified of the amendment(s) in writing through Post, e-mail or fax, and shall be binding on them.</p> <p>11.3 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.</p> <p>11.4 The bidder may, by written notice served on the Purchaser, modify or withdraw the tender after submission of the tender, prior to the deadline for submission of the tender.</p> <p>11.5 The tender, withdrawn after the deadline for submission of the Tender and prior to the expiration shall result in forfeiture of bid security.</p>
<b>Preparation of Bids</b>		
12	<p><b>Documents comprising the Bids.</b></p>	<p>12.1 The bid shall comprise the Bid Forms attached with this Bidding Document and all those ancillary documentations 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 <b>Section V</b>.</p> <p>12.2 The Bidder shall complete the bid forms and an appropriate price schedule furnished in the bidding document, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics,</p>

		ancillary services that the bidder is willing or required to provide along with the proposed price.
13	<b>Bid Price</b>	<p>13.1 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.</p> <p>13.2 Form prescribed for quoting of prices, should be typed and printed on the bidder's letterhead. Any alteration/correction must be signed/initialed by the bidder or his authorized representative.</p> <p>Each page of the bid is required to be signed and stamped at the bottom.</p> <p>13.3 The Bidder should quote the prices of goods according to the technical specifications as provided in <b>Section III</b> of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.</p> <p>13.4 The Bidder is required to offer a competitive price. All prices must include all applicable taxes and duties. If there is no mention of taxes, the offered/ quoted price shall be considered to be 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.</p> <p>13.5 Bidders are strongly advised to learn about the rates of taxes applicable in AJ&amp;K and clarification in this regard may be sought from AJ&amp;K CBR. This is very important for those bidders who are not formally registered in AJ&amp;K CBR.</p> <p>13.6 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.</p>

		<p>13.7 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 offers shall also be considered as non-responsive bids.</p> <p>13.8 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.</p>
<b>14</b>	<b>Bid Currencies</b>	14.1 Prices shall be quoted in Pak Rupees.
<b>15</b>	<b>Supporting Documents to judge specification</b>	15.1 The bidder shall provide the leaflets/brochures/catalogs of quoted products with the bid.
<b>16</b>	<b>Documentation on Eligibility of Bidders</b>	<p>16.1 Bidder shall furnish, as part of its bid (along with Bid Form &amp; Price Schedule) the documentary evidence mentioned in the eligibility criteria <b>Section IV</b> for the Bidder's eligibility and its qualifications to perform the Contract if his bid is accepted: -</p> <p>a) Minimum two (02) years of experience in supplying of quoted items having proper Outlet/Office,</p> <p>b) Duly authorized by OEM Manufacturer/ Principal of leading brands (Authorization Letter must be provided),</p> <p>c) Registered with Income &amp; Sales Tax Departments and on the Active Tax Payers List of FBR and/or CBR AJ&amp;K,</p> <p>d) Affidavit duly attested by Oath Commissioner/ Notary Public to the effect that the bidder is not blacklisted by any Government (Federal, Provincial or Local) or a public sector organization. Procuring Agency, however, may confirm the same on its own through PPRA websites.</p> <p>e) OEM/Manufacturer's warranty (Minimum one year).</p> <p>Details are covered in the <b>Section IV</b> containing eligibility criteria.</p>
<b>17</b>	<b>Bid Security</b>	17.1 The bidder shall furnish, as part of its bid, a bid security in form of bank pay order as mentioned in advertisement of the total quoted

		bid price. The bid security must be in the shape of bank pay order made in the name of Accounts Officer (DDO) Office of the Accountant General, AJ&K, Muzaffarabad.
<b>18</b>	<b>Bid Validity</b>	<p>18.1 Bids shall remain valid for 90 days from the date of issue of supply order.</p> <p>18.2 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.</p> <p>18.3 Bidders who;</p> <p>(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;</p> <p>(b) bidders who do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.</p> <p>(c) The Purchaser may solicit the Bidder consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Bidder agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Bidder may refuse extension of validity period of the Tender, without forfeiting the Bid security.</p>
<b>Submission of Bids</b>		
<b>19</b>	<b>Sealing and Marking of Bids</b>	<p>19.1 The envelope shall be addressed to the Procuring Agency at the address given in the Invitation for Bids; and</p> <p>19.2 The envelope shall also indicate the name and address of the Bidder to enable the bid to</p>

		<p>be returned unopened in case it is declared as “non-responsive” or “late”.</p> <p>19.3 The bids must be delivered by hand or by courier and should reach the office of Accountant General, AJ&amp;K, Muzaffarabad on the date and time prefixed in the Invitation for Bids (IFB).</p>
<b>20</b>	<b>Deadline for Submission of Bids</b>	<p>20.1 Sealed Bids must be submitted by the Bidder and received by the Procuring Agency on / or before <b>12:00 hours by 18-10-2023. Bids received later than the time and date specified will not be entertained.</b></p>
<b>21</b>	<b>Late Bids</b>	<p>21.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency, shall be rejected.</p>
<b>Opening and Evaluation of Bids</b>		
<b>22</b>	<b>Opening &amp; Evaluation of Technical &amp; Financial Bid by the Procuring Agency</b>	<p>22.1 The “Technical Bids” received, shall be opened by the Procuring Agency publically in the presence of the Bidders or their authorized representatives who may choose to be present Office of the Accountant General, AJK, Muzaffarabad <b>on 18-10-2023 at 12:30 hours.</b> No Bid shall be rejected at opening, except for late bids, which shall be returned unopened to the Bidder.</p> <p>22.2 All Bidders in attendance shall sign an attendance sheet.</p> <p>22.3 The Bids shall then be evaluated to confirm their compliance of the offered item’s technical specifications with the specifications detailed in the bid document.</p> <p>22.4 The Procuring Agency shall open one 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 AJK Public</p>

		<p>Procurement Rules-2017, specifically Rule 28 (Opening of Bids).</p> <p>22.6 In the Bids the arithmetical errors shall be rectified on the following basis: -</p> <p>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.</p> <p>b) If the Bidder does not accept the correction of the errors, its bid shall be rejected, and bid security may be forfeited.</p> <p>c) If there is a discrepancy between words and figures, the amount in words shall prevail.</p>
<p><b>23</b></p>	<p><b>Determination of Responsiveness of the Bid (Tender)</b></p>	<p>23.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:</p> <ul style="list-style-type: none"> <li>• Meets the eligibility criteria given herein this tender document;</li> <li>• Offers fixed price for all Goods as per Price Schedule;</li> <li>• Is accompanied by the required Bid Security as part of financial proposal;</li> <li>• Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.</li> <li>• A material deviation or reservation is one which affects the scope, quality goods or limits the Purchaser's rights or the Bidder's obligations under the Contract.</li> <li>• The Tender determined as not substantially responsive may not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation.</li> </ul>

24	<b>Clarification of the Tender:</b>	24.1 The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further Office of the Accountant General, Muzaffarabad information or clarification of the Tender, from any or all the Bidder (s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm any ambiguity / the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the purchaser.
25	<b>Rejection of Bids</b>	<p>25.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid under Public Procurement Rules (AJ&amp;K PPRA) 2017. 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</p> <p>25.2 Conditional or incomplete bid/bids shall be rejected.</p> <p>25.3 The bid/bids received with over-writing, cutting or any doubtful figure shall be rejected.</p> <p>25.4 Notice of rejection of any or all bids shall be given promptly.</p> <p>25.5 Bids Submitted in other than prescribed forms, annexes, documents by other than specified in this bid document shall not be accepted.</p>
26	<b>Announcement of Evaluation Report</b>	26.1 Announcement of Evaluation Report will be as per AJK PPRA 2017.
27	<b>Contacting the Procuring Agency</b>	<p>27.1 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.</p> <p>27.2 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.</p>



		Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification. Any attempt by the bidder to mislead, misinform or derail the procurement proceedings shall lead to disqualification being detrimental to fair competition.
<b>Award of Contract</b>		
<b>28</b>	<b>Acceptance of Bid and Award Criteria</b>	28.1 The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in <b>Section IV</b> and having the most advantageous bid, if not in conflict with any other law, rules, regulations or policy of the Government of AJK, shall be awarded the Contract, within the original or extended period of bid validity.
<b>29</b>	<b>Procuring Agency's Right to vary quantities at the time of Award</b>	29.1 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
<b>30</b>	<b>Notification of Award</b>	30.1 Prior to the expiry of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that his bid has been accepted.  30.2 The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder.  30.3 The enforcement of the Contract shall be governed by Rule 44 of the AJK PPRA-2017.
<b>31</b>	<b>Performance Guarantee</b>	31.1 Within fifteen (15) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance guarantee in accordance with the Conditions of Contract in the form of bank pay order issued in name of Accounts Officer/DDO, Accountant General Office, AJ&K.  31.2 The amount of performance guarantee, as a percentage of the Contract Price, shall be: <b>10 % of the Contract Price</b> In the form of bank pay

		<p>order, issued by a scheduled bank operating in AJ&amp;K/Pakistan.</p> <p><b>31.3</b> The performance guarantee will be required <b>till completion of the Supplier's warranty obligations</b> have a minimum validity period of one year from the date of award of supply order/work order</p> <p>31.4 The proceeds of the performance guarantee shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>31.5 If the contractor commits a default under the Contract.</p> <p>31.6 If the contractor fails to fulfill any of the obligations under the Contract.</p> <p>31.7 If the contractor violates any of the terms and conditions of the Contract.</p>	
<b>Penalties/Liquidated Damages &amp; Termination of Contract</b>			
<p><b>32. Penalties/Liquidated Damages &amp; Termination of Contract:</b> The hardware supplies shall be delivered in accordance with the Purchase Orders to be issued by the Office of the Accountant General, AJ&amp;K. In case of late deliveries, penalties at the following rates will be applied:</p>			
<p><b>Applicable rate:</b> Penalties for delayed delivery of IT hardware shall be as under: <b>Mode of Penalty</b></p>	<p><b>100% Quantity as Per Purchase Order</b></p>	<p><b>Total delivery period</b></p>	
<p>Without penalty</p>	<p>30 days</p>	<p>30 days</p>	
<p>With penalty @ 1% per day after 35-40 days maximum 10% of the total Contract Price</p>	<p>Maximum 05 days' grace period may be allowed by procuring agency subject to valid reasons only.</p>	<p>Maximum 40 days</p>	
<p>20% of contracted amount</p>	<p>Delay beyond 40 days maximum up to 50 days</p>		
<b>32. A Termination of Contract</b>			
<p>Purchaser may terminate the contract and forfeit performance guarantee.</p>	<ul style="list-style-type: none"> <li>● Incomplete or Partial deliveries</li> <li>● Delivery beyond 50 days</li> <li>● Defective or refurbished items</li> </ul>		

**SECTION III**  
**SCHEDULE OF REQUIREMENTS**  
**& TECHNICAL SPECIFICATIONS**

### Schedule of Requirements:

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

<b>Sr. No</b>	<b>Items Description</b>	<b>Total Qty</b>	<b>* Delivery Time period</b>	<b>Delivery Station/Office</b>
01	<b>RAM.</b> 32GB (1x32GB) 2R x 4 DDR4-2933 R ECC	02	<b>Maximum 30 days</b>	<b>Accountant General Office Muzaffarabad</b>
02	<b>Hard drive.</b> SSD SATA 6G 960GB Mixed Use 2.5' H-PEP	03		

## Technical Specifications

RAM for server machine Fujitsu PRIMERGY RX 2520M5 / Europe	32GB (1x32GB) 2R x 4 DDR4-2933 R ECC
Hard drive for server machine Fujitsu PRIMERGY RX 2520M5 / Europe.	SSD SATA 6G 960GB Mixed Use 2.5' H-PEP

### Scope & Deliverables

1. Delivery, installation, commissioning and testing of supplied hardware on the site.
2. Creation of RAID Levels and Volumes on Servers
3. Creation of Mount Point for SAP Database Installation.

**SECTION IV**  
**EVALUATION CRITERIA**

(Evaluation Criteria)

**Bidder Qualification and Bid Evaluation**  
**Criteria for most advantageous Responsive Bid**

**Mandatory Requirements**

The Technical proposal shall be evaluated by the technical evaluation committee in the light of following evaluation criteria: -

<b>Category</b>	<b>Description</b>	<b>Points</b>
Legal (Mandatory)		Mandatory
	Letter of Authorization from the principal head/OEM	Mandatory
	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan and/or AJ&K	Mandatory
	Valid Income Tax Registration	Mandatory
	Valid General Sales Tax Registration (Status-Active with FBR / AJ&K CBR)	Mandatory
	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or private Sector Organization anywhere in Pakistan & AJK.	Mandatory
	In full compliance of the Execution Schedule and Delivery Period mentioned in Standard Bidding Document (Undertaking)	Mandatory
	Provision of sales and after- sales service	Mandatory
	Standard warranty as per manufacturer	Mandatory
	Submission of Certificate that no refurbished items have been supplied	Mandatory

**Check list:**

1. Most advantageous responsive bid price of bidder declared by procurement Committee.

Sr. No.	Description
1	Bid Submitted in time
2	Bid are sealed and properly marked as per Instructions to bidders in Bidding document
3	One Copy of Bid (Original)
4	Authorization letter to participate in bid and Compulsory Bid Acceptance form
5	Bid Validity Period for 90 days from the date of issue of supply order.
6	Bid Security item wise or whole job as mentioned in advertisement
7	Delivery Time Period (30 days)
8	NTN & GST Registration with ATL status (copy of certificate required)
9	OEM Authorization Certificate
10	Financial Statements (copy of last 02 years required)
11	Bidders past experience (Copy of Purchase Orders required)
12	Bidder capacity to deliver services & spare parts
13	No Litigation and black listing Certificate on letter head
14	Technical Specifications Compliance Sheet by bidder
15	Any bid found conditional, comprising condition of variation/fluctuation in dollar rate, over writing, false/forged document, received late and/or not accompanied will be rejected as per AJK PPRA Rules 2017

2. Work award will be given to the most advantageous bid on **Item-wise lowest quoted bid price/offer.** Bidders can participate in bid process for supply of one or more items of Invitation for Bids (IFB-1). Work award (BER) shall be published on item wise basis in whole or parts to PPRA. Purchase and Procurement Committee reserves the right to accept or reject all bids as per provisions of AJ&K PPRA Rules 2017.



**SECTION V**  
**BID FORMS**

**BID FORM-01**  
**Letter of Intention**

Bid Ref No. **Bid Ref. No.**      **/AGAJK/2023**  
Date of the Opening of Bid

**Letter of Intention**

Name of the Contract: \_\_\_\_\_

To: [Office of the Accountant General, Azad Jammu and Kashmir, Muzaffarabad.]

Dear Sir,

Having examined the bidding document, 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 document 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 document.

We agree to abide by this bid, for the Bid Validity Period specified in the bidding document 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 17 &18 of the bidding document and have duly provided bid security as mentioned in advertisement in the shape of pay order in the name of **Accounts Officer (DDO) office of the Accountant General, AJK** with our Financial Bid. We also fully agree that provision of

refurbished or used items shall lead to disqualification, rejection and blacklisting. We confirm that our quotation is for brand new items only.

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

Signed:

In the capacity of [insert: title or position]

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

**BID FORM-02**  
**Eligibility of the Bidders & Evaluation of Bids**

Name of the Firm

Bid Reference No: **Bid Ref. No. /AGAJK/2023**

Date of opening of Bid.

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

<b>Required Documentation</b> (To Be Filled by the Procuring Agency)	<b>Checklist</b> (To be initialed by the Bidder against each document)	<b>Relevant Page Number in the Bid</b> (To be filled by the Bidder)	<b>Supporting Documents</b> (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
<b>Column:1</b>	<b>Column:2</b>	<b>Column:3</b>	<b>Column:4</b>
NTN Certificate			
GST Certificate			
On Active Tax Payers List of FBR and/or CBR AJ&K			
Registration/Incorporation/Business Certificate			
Complete Company profile			
Operational Office in Islamabad/ Rawalpindi/AJK and major cities			
Firm's past performance i.e., Minimum three years' experience in supplying and installation of Computer Hardware & IT equipment			
Affidavit to the effect that the respective bidder is not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or AJK) or a public sector organization.			
Letter of Original Manufacturer's authorization			

Bid validity period up to 90 days from date of issue of supply order			
Compliance with schedule of requirements			
Submission of bid security with Bid			
Compliance with Technical Specifications & scope of work			
Manufacturer's warranty: Minimum One year and onsite support			
Technical brochures/data sheets			
Original Bidding document duly signed/stamped			
Certificate that <b>“no refurbished item has been supplied and brand-new items shall be delivered”</b>			

- I. Bidders should only sign/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.
- II. Bidders are required to mention the exact page number of relevant document placed in the Bid.
- III. Bidders are advised to attach all supporting documents with this form in the order of the requirement as mentioned in column 1.

**BID FORM-03**  
**Firm's Past Performance**

Name of the Firm:

Bid Reference No: **Bid Ref. No. /AGAJK/2023**

**Firm's Past Performance.**

Date of opening of Bid:

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

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

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

**BID FORM-04**  
**Price Schedule (Financial Bid)**

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

Name of the Firm:

Bid Ref. No: **Bid Ref. No. /AGAJK/2023**

Date of opening of Bid.

S.#.	Name of the Item	Unit Price (Inclusive of all applicable taxes) *	Qty	Final Total Price (Inclusive of all applicable taxes) in Pak Rupees
1	2	3	4	5
				(3X4)
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: \_\_\_\_\_

**BID FORM-05**  
**Contract Agreement**

THIS AGREEMENT made the [day] of [Month] 2023 between [name of Purchaser] of [country of Purchaser] (hereinafter called “the Purchaser”) of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a bid 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”).

**NOW THIS AGREEMENT WITNESSED AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) the Bid Form and the Price Schedule submitted by the Bidder;
  - (b) the Schedule of Requirements;
  - (c) the Technical Specifications;
  - (d) the General Conditions of Contract;
  - (e) the Special Conditions of Contract; and
  - (f) the Purchaser’s Notification of Award.
  - (g) Non-Disclosure Agreement
  - (h) the Performance Guarantee (in the form of pay order).
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 to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying 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 of the day and year first above written.

**For** the Accountant General AJ&K,  
Muzaffarabad

Signature: \_\_\_\_\_

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

**For** [full legal name of the Contractor]:

Signature: \_\_\_\_\_

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



**WITNESSES**

Signature: \_\_\_\_\_

CNIC: \_\_\_\_\_

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

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

CNIC:  
\_\_\_\_\_

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

Designation:  
\_\_\_\_\_

**BID FORM-06**  
**Certificate of Original Equipment Manufacturer**  
(Not Furbished)

We hereby ("Company Name & Address") certify that the equipment supplied to the ("Procuring Agency") OFFICE OF THE ACCOUNTANT GENERAL, AJ&K are not refurbished and are in genuine condition as shipped by the Original Equipment Manufacturing (OEM) company.

Dated \_\_\_\_\_

Signature \_\_\_\_\_

(Company Stamp)

In the capacity of  
Duly authorized to sign bids for and on behalf of:

### **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.

#### **1. Definitions**

The Purchaser is Office of the Accountant General, AJ&K, Muzaffarabad.

#### **2. Inspection and Tests**

- i. After delivery of goods at the Purchaser's premises, the Purchaser shall inspect the quantity, quality, specifications of goods.
- ii. The Inspection Committee of Office of the Accountant General will carry out detailed physical and technical examination of supplied items in accordance to the approved technical specifications etc. The Supplier shall be responsible to replace defective goods at his own cost.
- iii. Supplier shall replenish any shortfall in quantity within delivery period. Partial deliveries shall not be entertained.
- iv. Payment to supplier shall be subject to satisfactory inspection report.

#### **3. Packing**

**Packing & accessories:** All the items to be provided in proper company sealed packing with all associated brochures and CDs.

#### **4. Transportation and delivery requirements**

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

#### **5. Warranty**

The warranty period of the supplied goods shall be minimum one year for all items from date of delivery of the supplies at the purchaser's premises.

## 6. Prices & Payments

- **Prices shall be:** Fixed.
- 100% payments will be made after successful testing and commission through cross cheque by AG AJK Muzaffarabad.

## 7. Penalties/ Liquidated Damages & Termination of Contract

The following deviations shall impose penalties and may lead to termination of contract

<b>Applicable rate: Penalties for delayed delivery. Mode of Penalty</b>	<b>100% Quantity as Per Purchase Order</b>	<b>Total delivery period</b>
Without penalty	30 days	30 days
With penalty @ 1% per day after 30-35 days maximum 10% of the total Contract Price	Maximum 05 days' grace period may be allowed by procuring agency subject to valid reasons only.	Maximum 40 days
20% of contracted amount	Delay beyond 40 days maximum up to 50 days	
<b>Termination of Contract</b>		
Purchaser may terminate the contract and forfeit performance guarantee.	<ul style="list-style-type: none"><li>• Incomplete or Partial deliveries</li><li>• delivery beyond 50 days</li><li>• Defective or refurbished items</li></ul>	

## 8. Resolution of Disputes (18 GCC)

Rule 48 of the AJ&K Public Procurement Rules, 2017 provides that in case a bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances within fifteen days of the bid evaluation report. Rule 48 is given below: -

### **Rule 48: Redressal of grievances by the procuring agency: -**

(1) The procuring agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

(2) Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report under rule 35.

- (3) The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- (4) Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- (6) The Secretary Finance, Govt. of AJ&K, shall head the Grievance Committee for this procurement.

**Rule 49: Arbitration**

As per AJ&K PPRA Rule 49: -

- (1) After coming into force of the procurement Contracts, disputes between the parties to the Contract shall be settled by arbitration.
- (2) The Procuring Agencies shall provide for a method of arbitration in the procurement Contract, not inconsistent with the laws of Azad Jammu and Kashmir.

**9. Notices**

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

Office of The Accountant General Azad Jammu & Kashmir  
Sathra Hill, Muzaffarabad.  
Ph#: 05822-920603

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

---

---

## **General Conditions of Contract (GCC)**

### **1. Definitions**

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

(a) "The Contract" means the agreement entered into between the Purchaser (Accountant General AJ&K and Supplier, as recorded in the Agreement/ Contract signed by the Parties, including all attachments and appendices there to 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" means 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.

**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.

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.

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.

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.

4.5 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.

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.

**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 Contract to transport the Goods to a specified place of destination.

**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.

8.2 This warranty shall remain valid for minimum one year 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

## **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 sixty (60) 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.

## **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 while remaining within the general scope of the contract. The Purchaser reserves the right to increase or decrease the quantities through prior notice as per provisions of AJ&K PPRA.

## **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.

**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.

(d) If it is confirmed that the supplier has delivered refurbished items (wholly or partially). Supply of refurbished items shall constitute severe breach of contract which could lead to disqualification, forfeiture of performance guarantee and permanent blacklisting. 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 8

**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 electronic mail and be 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.

**End of bid**