

#### WAFAQI MOHTASIB SECRETARIAT REGIONAL OFFICE, BLOCK-4B, PAK. SECRETARIAT SADDAR, KARACHI

Issue Date:

12/05/2025

Opening Time: 12:00 noon

Due Date: 28/05/2025

Receiving Time: 11:30 a.m.

## E-TENDER NOTICE NO. 2(2024-25) (Re-bidding)

## INVITATION FOR BIDS THROUGH EPADS FOR PROCUREMENT OF FURNITURE AND FIXTURE ITEMS

Wafaqi Mohtasib's Secretariat, Karachi invites e-bid through PPRA's EPADS portal as per PP Rules, 2004, Rule 36(a) (single stage two envelopes) from eligible bidders (original manufacturers/authorized distributors/suppliers) registered with Income Tax and Sales Tax Departments. The bidder should be registered suppliers on the e-Pak Acquisition & Disposal System (EPADS) in order to participate in the subject tender for the procurement of items as mentioned below. Interested bidders can register themselves electronically on EPADS through <a href="https://eprocure.gov.pk">https://eprocure.gov.pk</a>

Lot No.	Description	Bid Security in Rs.
1.	Officer Tables with side rack	18,000
2.	Staff Chairs	4560
3.	Steel Benches (3 seator)	48000
4.	Sofa-sets	10,000

- 2. Bidding document containing detailed terms and conditions, list of items with specifications, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids, performance guarantee etc can be downloaded by the interested bidders from <a href="https://www.mohtasib.gov.pk">www.mohtasib.gov.pk</a> or accessed through the e-PADS.
- 3. Each bid should be accompanied by a fixed Bid Security as stated above in the shape of pay order/demand draft/ call deposit in favour of DDO, Wafaqi Mohtasib Secretariat, Regional Office, Karachi. The bids without bid security shall not be entertained. Bids prepared in accordance with the instructions in the bidding documents, must be submitted electronically through EPADS on /or before 28/05/2025 at 11:30 a.m. The sealed bids alongwith original bid security may also be submitted in the office of Assistant Director (Admn). Late submission of bids will not be accepted. Bids will be opened on the same day i.e. 28/05/2025 at 12:00 noon. Rates must be inclusive of GST and other taxes/duties (if any) as levied from time to time by the Federal Government. In case the day of bid opening falls on a public/local holiday, next working day shall be considered as the deadline for the same.

4. The Wafaqi Mohtasib Secretariat reserves the right to vary quantities, accept or reject any or all the bids or proposals at any time in accordance with Rule 33 of Public Procurement Rules ↑2004.

(Rashid Ahmed Shaikh) Director (Admn)

Ph: 021-99202118



## WAFAQI MOHTASIB (OMBUDSMAN)'S SECRETARIAT KARACHI



BIDDING DOCUMENTS FOR PROCUREMENT
OF
FURNITURE AND FIXTURE ITEMS THROUGH
e-PAK ACQUISITON AND DISPOSAL SYSTEM (EPADS)
FOR THE FINANCIAL YEAR 2024-2025

#### **Table of Contents**

S. No	Description	Page No
1	Section I	3
2	Invitation to Bids (Tender Notice)	4
3	Section II	5
4	Instruction to Bidders	6
5	The Bidding Procedure	6-7
6	Preparation of Bids	8
7	Submission of Bids	10
8	Opening & Evaluation of Bids	11
9	Award of Contract	13
10	Section III	14
11	Schedule of Requirement	15
12	Technical Specifications	16-32
13	Section IV	33
14	Evaluation Criteria	34
15	Section V	35
16	Bid Forms	36-37
17	Special Condition of Contract	38
18	General Conditions of Contract	39-43

## **SECTION 1**

## **Invitation to Bid**

## **SECTION II**

**Instructions to Bidders** 

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

- 1. Scope of Bid
- 1.1 The office of Wafaqi Mohtasib Secretariat Karachi invites e-bids through PPRA's EPADS portal for supply of **Furniture & Fixture items** as specified in detail in the Schedule of Requirements along with Technical Specifications.
- 2. Eligible Bidders
- 2.1 This invitation for Bids is open to all original/ manufacturers/ their authorized agents/ suppliers and in case of Imported goods their authorized agents/ importers/ suppliers in Pakistan for supply of Goods who must be registered (NTN, GST, on Active Tax payers List of FBR etc). The bidder should be registered suppliers on the e-Pak Acquisition & Disposal System (EPADS) in order to participate in the subject tender for the procurement of items as mentioned below. Interested bidder can register themselves electronically on EPADS through https://eprocure.gov.pk.
  - 2.2 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are **NOT ELIGIBLE**. Bidders blacklisted by any Government (Federal/Provincial or Local) or a public sector organization are also **NOT ELIGIBLE**.

#### **3.Corruption and Fraud** 3.1

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

#### The Bidding Procedure

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

## 5. Applicable Bidding Procedure

- 5.1 The bidding procedure is governed by Public Procurement Rule 36 "Procedures of Open Competitive Bidding" sub-rule (b) "Single stage Two Envelop procedure". Bidders are advised also to refer to the Invitation for Bids at Page 4 to confirm the Bidding procedure applicable in the present bidding process.
- 5.2 The bidding procedure prescribed in the Invitation for Bids is explained herein below:

#### Single Stage: Two Envelope Procedure

- i) The bid shall comprise a single package containing two separate sealed envelopes. Each envelope shall contain separately the **Financial Bid** and the **Technical Bid**;
- ii) The envelopes shall be marked as "FINANCIAL BID" and "TECHNICAL BID" in bold and legible letters to avoid confusion;
- iii) Initially, only the envelope marked as "TECHNICAL BID" shall be opened in the office of Wafaqi Mohtasib Secretariat Karachi on the date and time prefixed in the Invitation for Bids (IFB)/ Notice for receipt/submission of bids in the presence of the bidders or their authorized representatives, who may choose to be present.
- iv) The envelope marked as "FINANCIAL BID" shall be retained in the custody of Procuring Agency without being opened;
- v) The Procuring Agency shall first establish the "Eligibility" and then evaluate the technical Bid conforming the compliance of the offered item's technical specifications with the demanded ones and other terms & conditions, without reference to the price and reject any Bid which shall not conform to the specified requirements;
- vi) During the technical evaluation no amendments in the technical Bid shall be permitted, however, if required, any clarification(s) which shall not constitute any material deviation of bid, may be asked. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- vi) The "FINANCIAL BIDS" of eligible and technically qualified Bidders shall be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance within the bid validity period;

- vii) The Financial Bid of ineligible and/or technically non-responsive bidders shall be returned un-opened to the respective Bidders subsequent to the announcement of "Bid Evaluation Report" (BER); and
- viii) The bid found to be the lowest evaluated & responsive shall be accepted. In case, two bidders submit equal financial bid, the bidder with more experience shall be awarded contract.

#### **Preparation of Bids**

- 6. Documents comprising the Bids.
- 6.1 The Bid shall comprise the Bid Forms of this Bidding Document and all those ancillary documentation that are prescribed for the eligibility of the bidders and goods and ancillary services that are found necessary and highlighted in the Bid Forms in the bidding document.
- 6.2 The Bidder shall complete the Bid and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.
- 7. Bid Price
- 7.1 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.
- 7.2 Form prescribed for quoting of prices, should be typed and printed on the bidder's letterhead. Any alteration/correction must be initiated. Every page of the bid is to be signed and stamped at the bottom.
- 7.3 The Bidder should quote the prices of goods according to the technical specifications as provided in **Section III** of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.
- 7.4 The Bidder is required to offer a competitive price. All prices must include all the taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties. The bidder shall be responsible for all new taxes, if any, levied by the Government until completion of the contract.
- 7.5 The benefit of exemption from or reduction in the taxes and duties shall be passed on to the Procuring Agency.
- 7.6 Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity

offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive Bid.

7.7While 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.

- 8. Bid Currencies
- 8.1 Prices shall be quoted in Pak Rupees.
- 9. Supporting
  Documents to judge specification
- $9.1\,$  The bidder shall provide the leaflets/brochures/catalogues of quoted products with the bid.
- 10. Documentation on Eligibility of Bidders
- 10.1 Bidder shall furnish, as part of its bid (along with Bid Form & Price Schedule) the documentary evidence mentioned in the eligibility criteria for the Bidder's eligibility and its qualifications to perform the Contract if his bid is accepted:
  - a) Minimum three (03) years of experience in supplying of quoted items having proper Outlet/Office,
  - b) Duly authorized by the Manufacturer/ Principal of Leading Brands (Authorization Letter shall be provided),
  - c) Registered with Income & Sales Tax Departments and on the Active Tax Payers List of FBR, The bidder should be registered suppliers on the e-Pak Acquisition & Disposal System (EPADS).
  - d) Affidavit duly attested by the Oath Commissioner/ Notary Public to the effect that the respective bidder is not black listed by any Government (Federal, Provincial or Local) or a public sector organization.
  - e) Manufacturer's warranty (One year).

Details are covered in the Eligibility criteria.

#### 11. Bid Security

## 11.1 The Bidder shall furnish, as part of its bid, a fixed Bid Security as under:

Lot No.	Description	Bid Security in Rs.
1.	Officer Table	18,000
2.	Staff Chairs	4560
3.	Steel Benches (3 seator)	4800
4.	Sofa-set two Seater	10,000

#### In Pak Rs.... the shape

of pay order/demand draft/ call deposit in the name of DDO, Wafaqi Mohtasib Secretariat, Karachi. Unsuccessful bidder's Bid Security shall be discharged or returned soon after announcement of the successful bids.

- 11.2 The Bid Security (in the shape of pay order/demand draft/call deposit) shall be enclosed with in the 'Financial Bid' sealed envelope.
- 11.3 The successful Bidder's Bid Security shall be discharged upon signing of contract, successful delivery of goods, furnishing of the performance/bank guarantee and confirmation of the Performance /bank guarantee by the office of Wafaqi Mohtasib Secretariat with the Bank of the successful bidder.
- 11.4 The bid Security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity;

 $\bigcap_{i}$ 

- (b) In the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a performance security (if any).
- 12. Bid Validity
- 12.1 Bids shall remain valid for 90 days after the date of opening of technical bid prescribed by the Procuring Agency. A bid having validity for a shorter period shall be rejected by the Procuring Agency as non-responsive.
- 12.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
- 12.3 Bidders who;
- (a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
- (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

#### **Submission of Bids**

- 13. Deadline for Submission of Bids
- 13.1 Bids must be submitted by the Bidder and received by the Procuring Agency on / or before 28/05/2025at 11:30 AM.

  Bids received later than the time and date specified will stand summarily rejected.

- 13.2 PPRA Rules 2004 Clause 27" Where a procuring agency has already prescribed a deadline for the submission of bids and due to any reason the procuring agency finds it necessary to extend such deadline, it shall do so only after recording its reasons in writing and in an equal opportunity manner. Advertisement of such extension in time shall be done in a manner similar to the original advertisement".
- 14 Late Bids
- 14.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the Bidder.
- Withdrawal of Bids 15.1 The Bidder may withdraw its bid after the bid's submission and prior to the deadline/closing time & date prescribed for submission of bids.

#### **Opening and Evaluation of Bids**

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

16.1The "Technical Bids" received, shall be opened by the Procuring Agency publically in the presence of the Bidders or their representatives who may choose to be present at the office of Wafaqi Mohtasib Secretariat Karachi on 28/05/2025 at 12:00 noon. No Technical Bid shall be rejected at opening, except for late bids, which shall be returned unopened to the Bidder.

16.2All Bidders in attendance shall sign an attendance sheet.

16.3 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of Technical Evaluation bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations, specifically Clauses: 14, 19, 20, 21 & 22. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, delivery schedule, taxes & duties etc. shall be deemed to be a material deviation for technical Bids and Bid Security for Financial Bids. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

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

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

16.6 The Procuring Agency shall open one Financial Bid at a time and read out aloud its contents which may include name of the Bidder, items bided for and unit prices and total amount of the Bid (if applicable). The Procuring Agency may choose to announce any

other details which it deems appropriate if not in conflict with the Public Procurement Rules-2004, specifically Rule 28 (Opening of Bids).

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

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

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

#### 17. Rejection of Bids

- 17.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid under Public Procurement Rules (PPR) 2004. The Procuring Agency may upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.
- 17.2 Bidder must not indicate directly or indirectly their financial bid anywhere in the technical bid. Any such disclosure shall result in summary rejection of entire bid of the concerned bidder.
- 17.3 Conditional or incomplete bid/bids shall be rejected.
- 17.4 The bid/bids received with over-writing, cutting and doubtful figure shall be rejected.
- 17.5 The Procuring Agency incurs no liability, solely by virtue of its invoking Rule 33.1 of PPR 2004, towards Bidders who have submitted bids.

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

#### 18. **Re-Bidding**

- 18.1 If the Procuring Agency rejected all bids under PPRA Rules 33 it may call for a re-bidding.
- 18.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

Announcement of Evaluation Report will be as per PPRA Rule 19.1 2004

## 19. Announcement of Evaluation Report

- 20. Contacting the **Procuring Agency**
- 20.1 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.
- 20.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract award may result in the rejection of the Bidder's bid. Canvassing by any Bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

#### **Award of Contract**

- 21 Acceptance of Bid and Award Criteria
- 21.1 The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in **Section IV** and having the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Government of Pakistan, shall be awarded the Contract, within the original or extended period of bid validity.
- 22. Notification of Award
- 22.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify to the successful Bidder in writing that his bid has been accepted.
- 22.2 The notification of award shall constitute the formation of the Contract between the Procuring Agency and the successful Bidder.
- 22.3 The enforcement of the Contract shall be governed by Rule 44 of the PPR-2004.

## **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:-

S. No	Milestone	Time Period
1 (a)	Supply of equipment	Within three weeks from the date of issuance of purchase order.

#### **List of items with Lots No**

S. No.	Name of Items	Quantity
1.	Officer Table with side rack	05 No.
2.	Staff Chairs	12 No.
3.	Steel Benches (3 seator)	25 No.
4.	Sofa-set two Seater	05 No.

Note: i. All the quoted equipment should be recognized/renowned brands. The Wafaqi Mohtasib Secretariat can increase/decrease the quantity of items.

ii. The quoted price should include the delivery charges. No extra charges will be paid.

#### OFFICER TABLE WITH SIDE RACK

(Total Quantity = 05) LOT NO. 1

#### OFFICE FURNITURE FOR WAFAQI MOHTASIB SECRETARIAT, REGIONAL OFFICE, KARACHI

S. No.	Name of Items	Specifications	Qty.	Unit Price (Rs)	GST (If any) (Rs)	Unit Price inclusive GST (Rs)	Total Amount involved (Rs)
1.	Officer Table with side rack	Make : Wooden Handle : Metal Size : 72 inche Width : 36 inche Height : 30inches  Side Rack: Side rack Three drawers of with lock options a keyboard arrangement  Structure made of ven pressed on particle board solid wood + polish finish.	s s s one and				
	Total Amount (Rs)						
	Warranty Period						
	<b>Delivery Time</b>						
	Brochures attached						
	Validity Period of Price						

Signature

#### STAFF CHAIRS (Total Quantity = 12 LOT NO. 2

#### OFFICE FURNITURE FOR WAFAQI MOHTASIB SECRETARIAT, REGIONAL OFFICE, KARACHI

S. No.	Name of Items	Specifications	Qty.	Unit Price (Rs)	GST (If any) (Rs)	Unit Price inclusive GST (Rs)	Total Amount involved (Rs)
1.	Staff Chairs	leather Padded Seat & back	12				
		Wooden base with. Polish Finish					
		Size:					
		• 24 W x 22 D x 37 H (Inches)					
		• 625 W x 560 D x 950 H (mm)					
	Total Amount (Rs)						
	Warranty Period						
	<b>Delivery Time</b>						
	Brochures attached						
	Validity Period of Price						

Signature

# SILVER STEEL BENCHES (3 SEATOR) (Total Quantity = 25 LOT NO. 3

#### OFFICE FURNITURE FOR WAFAQI MOHTASIB SECRETARIAT, REGIONAL OFFICE, KARACHI

S. No.	Name of Items	Specifications	Qty.	Unit Price (Rs)	GST (If any) (Rs)	Unit Price inclusive GST (Rs)	Total Amount involved (Rs)
1.	Silver Steel Benches (3 seator)	<ul> <li>Perforated Sheet M.S. Sheet</li> <li>Solid Aluminum alloy Armrest and legs</li> <li>Set of 3 seats</li> <li>Finish: Pretreated &amp; Epoxy Powder Coated</li> <li>Optional Accessories: Cushioned Top, Hand rest</li> </ul>	25				
	Total Amount (Rs)						
	Warranty Period						
	Delivery Time						
	Brochures attached						
	Validity Period of Price						

Signature

#### SOFA-SET (TWO SEATOR) (Total Quantity = 05 LOT NO. 4

#### OFFICE FURNITURE FOR WAFAQI MOHTASIB SECRETARIAT, REGIONAL OFFICE, KARACHI

S. No.	Name of Items	Specifications	Qty.	Unit Price (Rs)	GST (If any) (Rs)	Unit Price inclusive GST (Rs)	Total Amount involved (Rs)
1.	Sofaset (2 seator)	TWO SEATOR	05				
		Classic design with traditional elements such as deep button tufting and scrolled arms.					
		Size:					
		• 1857 W x 968 D x 813 H (mm)					
		<ul> <li>Leather tufted upholstery</li> </ul>					
		<ul> <li>Mahogany wood legs with polish finish</li> </ul>					
		• Acacia wood structure					
	Total Amount (Rs)						
	Warranty Period						
	Delivery Time						
	Brochures attached						
	Validity Period of Price						

Signature

# SECTION IV EVALUATION CRITERIA

#### **Evaluation Criteria:**

Evaluation will be done on the basis of following parameters for eligibility of the Bidder:-

#### (i) Preliminary evaluation

- 1. NTN Certificate and GST Certificate.
- 2. On Active Tax Payers List of FBR.
- 3. Registered suppliers on the e-Pak Acquisition & Disposal System (EPADS).
- 4. Complete Company profile.
- 5. Authorization letter from the principal (OEM).
- 6. Minimum three (3) years' experience.
- 7. Bid Validity period of 90 days.
- 8. Affidavit to the effect that not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public sector organization/ Division/ Ministry.
- 9. Compliance with Technical Specifications (Yes/No).
- 10. Original Bidding Documents duly signed/ stamped.

#### (ii) Technical Evaluation

- **a.** After the 100% compliance of preliminary evaluation, WMS will evaluate the bids on the basis of their compliance with technical compatibility of items. Bids technical evaluation shall be subject to 100% compliance of Technical Specification.
- **b.** All the bids received will be evaluated by a Technical Evaluation Committee constituted by the competent authority. The committee will conduct detailed technical evaluation, compliance to given specifications and terms and conditions. Bids with major deviations and technical deficiencies and allied absence of required information will be rejected.

#### (iii) Technical Qualified Bidder/ Vendor

The bidder who will qualify the basic evaluation and technical evaluation will be the "Technically Qualified" bidder/vendor

#### (iv) Selection of Best Evaluated Bidder

The best evaluated bidder is the bidder with the lowest financial bid with 100% compliance of technical specification

- (v) Unit price will prevail in the case of calculation errors. If there is a discrepancy between word and figure, the amount in word shall prevail.
- (vi) The decision of the Purchase Committee/ Competent Authority shall be final.

## **SECTION V**

**BID FORM** 

#### FINANCIAL BID FORM-04

Official Stamp:-----

#### **Price Schedule**

Ì	User Note:	This form is to be filled by the Bidder <u>for each individual item</u> and shall <u>submit with Financial Bid</u> .							
]	Name of the Firm:								
]	Bid Ref. No:								
]	Date of opening	ng of Bid.							
	S. No.	Name of Item	Unit Price Inclusive of all applicable taxes	Qty.	Final Total Price (Inclusive of all applicable taxes)				
	1	2	3	4	5				
					(3*4)				
-									
<u>_</u>	Total Price o	f (Inclusive of	all applicable taxes						
No	Note: The quoted price should include the delivery/installation charges.								
FINAL TOTAL PRICE (in words):									
Signature:									
De	Designation:								
Da	Date:								

#### **BID FORM-05**

#### **Performance Guarantee**

To: The Director (Admn),

Date

Wafaqi Mohtasib Secretariat Karachi

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

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

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

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

This guarantee is valid until the	da	y of, 202.	5
Signature and Seal of the Guaranto	ors/ Bank		
Address			

#### **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: Wafaqi Mohtasib Secretariat, Karachi

The Project Site is: Wafaqi Mohtasib Secretariat, Karachi

#### 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 Wafaqi Mohtasib Secretariat, Karachi will carry out detailed physical examination of stocks and can reject, any

item if found not according to the approved technical specifications etc. Moreover, the Supplier will also be responsible to replace the same without any further charges.

#### 3. Packing

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

#### 4. Transportation and delivery requirements

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

#### 5. Warranty

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

#### 6. Payments

<b>D</b>	.1 C.1	bidder/Supplier will	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Payment to	the cureecetul	hidder/Siinnlier will	he made cubiect to:
i aviliciii io	uic successiui	Diddel/Subbile will	be made subject to.
			J

Satisfactory delivery, inspection. Upon submission of required documents.
100% payments will be made after successful testing and through cross cheque by AGPR Karachi.

## **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 (Wafaqi Mohtasib Secretariat Karachi and
		Supplier, as recorded in the Agreement/ Contract signed by the
		Parties, including all attachments and appendices thereto and all
		documents incorporated by reference therein.
		(b) "The Contract Price" means the price payable to the Supplier
		under the Contract for the full and proper performance of its
		Contractual obligations  (c) "The Goods" means all those equipment, machinery and/or
		other material which the Supplier is required to supply to the
		Purchaser under the Contract.
		(d) "The Services" means those services ancillary to the supply of
		the goods, such as transportation of goods upto the desired
		destinations, insurance and any other incidental services such as
		installation, commissioning, provision of technical assistance,
		training and other such obligations of the Supplier covered under
		the Contract.
		(e) "GCC" 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	U.S. C.
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
5. Standards	3.1	Order", shall conform to the standards mentioned in the Technical
		Specifications, and, when no applicable standard is mentioned, to
		the authoritative standards appropriate to the Goods' country of
		origin. Such standards shall be the latest issued by the concerned
		institution.
4. Inspections and	4.1	The Purchaser or its representative shall have the right to inspect
Tests		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
	42	purposes.  The inspections and tests may be conducted on the premises of the
	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.
L	L	

	1 4 2	
	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	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	5.1 The Supplier shall provide such packing of the Goods as is
		required to prevent their damage or deterioration during transit to
		their final destination, as shall be indicated in the Contract. The
		packing shall be sufficient to withstand, without limitation, rough
		handling during transit and exposure to extreme temperatures, salt
		and precipitation during transit, and open storage. Packing case size
		and weights shall take into consideration, where appropriate, the
		remoteness of the Goods' final destination and the absence of heavy
		handling facilities at all points in transit.
	5.2	5.2 The packing, marking, and documentation within and outside
		the packages shall comply strictly with such special requirements as
		shall be expressly provided for in the Contract, including
		additional requirements, if any, specified in SCC, and in any
		subsequent instructions ordered by the Purchaser.
6. Delivery &	6.1	Delivery of the Goods shall be made by the Supplier in accordance
Documents		with the terms specified in the Schedule of Requirements.
7. Transportation	7.1	The Supplier is required under the Contact to transport the Goods to
		a specified place of destination within the Purchaser's country,
		transport to such place of destination in the Purchaser's country,
		including insurance and storage, as shall be specified in the
		Contract, shall be arranged by the Supplier, and related costs shall
		be included in the Contract Price
8. Warranty	8.1	The Supplier warrants that the Goods supplied under the
		Contract are original, new, unused, of the most recent or current
		models, and that they incorporate all recent improvements in design
		and materials unless provided otherwise in the Contract. The
		Supplier further warrants that all Goods supplied under this
		Contract shall have no defect, arising from design, materials, or
		workmanship (except when the design and/or material is required
		by the Purchaser's specifications) or from any act or omission of the
		Supplier, that may develop under normal use of the supplied Goods
	0.5	in the conditions prevailing in the country of final destination
	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
1		
		claims arising under this warranty.
	8.4	Upon receipt of such notice, the Supplier shall, within the period
	8.4	

	T = -	T 10.1 0 11 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	8.5	If the Supplier, having been notified, fails to remedy the defect(s)
		within the period specified in SCC, within a reasonable period, the
		Purchaser may proceed to take such remedial action as may be
		necessary, at the Supplier's risk and expense and without
		prejudice to any other rights which the Purchaser may have
		against the Supplier under the Contract.
9. Payment	9.1	The method and conditions of payment to be made to the Supplier
		under this Contract shall be specified in SCC.
	9.2	The Supplier's request(s) for payment shall be made to the Purchaser
		in writing, accompanied by an invoice describing, as appropriate, the
		Goods delivered and Services performed and upon fulfillment of
		other obligations stipulated in the Contract
	9.3	Payments shall be made promptly by the Purchaser, but in no case
		later than sixty (60) days after submission of an invoice or claim by
		the Supplier.
	9.4	The currency of payment is Pak. Rupees
10. Prices		Prices charged by the Supplier for Goods delivered and Services
iv. Frices	10.1	performed under the Contract shall not vary from the prices quoted
		by the Supplier in its bid, with the exception of any price adjustments
		authorized in SCC or in the Purchaser's request for bid validity
		extension, as the case may be
11. Change Orders	11.1	The Purchaser may at any time, by a written order given to the
iii change oracis	1111	Supplier pursuant to GCC Clause 21, make changes within the
		general scope of the Contract in any one or more of the following:
		(a) drawings, designs, or specifications, where Goods to be
		furnished under the Contract are to be specifically manufactured
		for the Purchaser;
		(b) the method of packing;
		(c) the place of delivery
	11.2	If any such change causes an increase or decrease in the cost of, or
		the time required for, the Supplier's performance of any
		provisions under the Contract, an equitable adjustment shall be
		made in the Contract Price or delivery schedule, or both, and the
		Contract shall accordingly be amended Any claims by the Supplier
		for adjustment under this clause must be asserted within thirty (30)
		working days from the date of the Supplier's receipt of the
		Purchaser's change order.
12. Contract	12.1	No variation in or modification of the terms of the Contract shall be
Amendments		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
6		perform under this Contract.
14. Delays in the	14.1	Delivery of the Goods and performance of Services shall be made by
Supplier's		the Supplier in accordance with the time schedule prescribed by the
Performance		Purchaser in the Schedule of Requirements.
	14.2	If at any time during performance of the Contract, the Supplier
		or its subcontractor(s) should encounter conditions impeding timely
		delivery of the Goods and performance of Services, the Supplier shall
		promptly notify the Purchaser in writing of the fact of the delay, 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.
	14.3	Except as provided under GCC Clause 17, a delay by the Supplier
	17.3	in the performance of its delivery obligations shall render the
i	1	in the performance of its derivery obligations shall render the

Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.  15.1 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.  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 fails to perform any other obligation(s) under the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contracted in 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			
15. Liquidated Damages  15.1 Subject to GCC Clause 17, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 16.  16. Termination for Default  16.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:  (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the respective "Supply Order" which shall be issued from to time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or  (b) if the Supplier fails to perform any other obligation(s) under the Contract.  (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contract or 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			
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 fails to perform any other obligation(s) under the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices in competing for 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 in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence appropriate, door, or solicitation of anything of value by any public official in the course of the exercise of his duty.  16.			
15.1 Liquidated Damages  15.1 Subject to GCC Clause 17, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC.Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 16.  16. Termination for Default  16.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:  (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the respective "Supply Order" which shall be issued from to time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or  (b) if the Supplier fails to perform any other obligation(s) under the Contract.  (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contract or in the procurrement process or in 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			
of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 16.  16. Termination for Default  16.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:  (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the respective "Supply Order" which shall be issued from to time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or  (b) if the Supplier fails to perform any other obligation(s) under the Contract.  (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in	46 T 1 . 1	151	
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.  16.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:  (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the respective "Supply Order" which shall be issued from to time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or  (b) if the Supplier fails to perform any other obligation(s) under the Contract.  (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.  In the event the Purchaser terminates the Contrac	_	15.1	
is other remedies under the Contract, deduct from the Čontract 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 fails to perform any other obligation(s) under the Contract.  (c) if the Supplier and fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.  16.2 In the event the Purchaser terminates the Contract in whole	Damages		1 1
Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 16.  16. Termination for Default  16.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:  (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the respective "Supply Order" which shall be issued from to time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or  (b) if the Supplier fails to perform any other obligation(s) under the Contract.  (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.  16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and			
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, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.  16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any e			· ·
actual delivery or performance, up to a maximum deduction of the percentage specified in SCC.Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 16.  16. Termination for Default  16.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:  (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the respective "Supply Order" which shall be issued from to time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or  (b) if the Supplier fails to perform any other obligation(s) under the Contract.  (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.  16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services H			
percentage specified in SCC.Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 16.  16. Termination for Default  16.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:  (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the respective "Supply Order" which shall be issued from to time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or (b) if the Supplier fails to perform any other obligation(s) under the Contract.  (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.  16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract t			
the Purchaser may consider termination of the Contract pursuant to GCC Clause 16.  16. Termination for Default  16. 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 under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or  (b) if the Supplier fails to perform any other obligation(s) under the Contract.  (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.  16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to toose 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 Notwithstan			
16. Termination for Default  16.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:  (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the respective "Supply Order" which shall be issued from to time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or  (b) if the Supplier fails to perform any other obligation(s) under the Contract.  (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.  16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.  17. Force Majeure  17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the			
16.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:  (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the respective "Supply Order" which shall be issued from to time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or  (b) if the Supplier fails to perform any other obligation(s) under the Contract.  (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.  16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall not be liable to forfeiture of its bid security, liquidated to the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services.			
other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:  (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the respective "Supply Order" which shall be issued from to time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or  (b) if the Supplier fails to perform any other obligation(s) under the Contract.  (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.  16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services those the contract to the extent not terminated.  17. Force Majeure  17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the	16 Toursingtion for	1(1	
notice of default sent to the Supplier, may terminate this Contract in whole or in part:  (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the respective "Supply Order" which shall be issued from to time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or  (b) if the Supplier fails to perform any other obligation(s) under the Contract.  (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.  16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services However, the Supplier shall continue performance of the Contract to the extent not terminated.  17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, liquidated		10.1	1 3
in whole or in part:  (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the respective "Supply Order" which shall be issued from to time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or  (b) if the Supplier fails to perform any other obligation(s) under the Contract.  (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.  16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.  17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, liquidated	Detault		· · ·
(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 under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or  (b) if the Supplier fails to perform any other obligation(s) under the Contract.  (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.  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.  17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, liquidated			
within the period(s) specified in the respective "Supply Order" which shall be issued from to time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or  (b) if the Supplier fails to perform any other obligation(s) under the Contract.  (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.  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.  17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, liquidated			*
Order" which shall be issued from to time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or  (b) if the Supplier fails to perform any other obligation(s) under the Contract.  (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.  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			
the Purchaser pursuant to GCC Clause 14.2; or  (b) if the Supplier fails to perform any other obligation(s) under the Contract.  (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.  16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.  17. Force Majeure  17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, liquidated			
(b) if the Supplier fails to perform any other obligation(s) under the Contract.  (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.  16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.  17. Force Majeure  17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, liquidated			this Contract, or within any extension thereof granted by
under the Contract.  (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.  16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.  17. Force Majeure  17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, liquidated			*
(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.  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			
engaged in corrupt and fraudulent practices in competing for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.  16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.  17. Force Majeure  17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, liquidated			
for or in executing the Contract.  For the purpose of this clause:  "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.  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			
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			
"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.  17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, liquidated			
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.  17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, liquidated			
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.  17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, liquidated			
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			
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			
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.  17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, liquidated			
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			
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			influence a procurement process or the execution of a
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.  17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, liquidated			contract, collusive practices among bidders (prior 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			, ,
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			
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			
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			
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			
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		16.2	· ·
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.  17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, liquidated		10.2	
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.  17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, liquidated			
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.  17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, liquidated			
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			
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			
Supplier shall not be liable for forfeiture of its bid security, liquidated			
	17. Force Majeure	17.1	Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the
damages, or termination for default if and to the extent that its delay			
			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	18.1	The Purchaser and the Supplier shall make every effort to resolve	
Disputes		amicably by direct informal negotiation any disagreement or	
		dispute arising between them under or in connection with the	
		Contract.	
	18.2	If, after thirty (30) days from the commencement of such	
		informal negotiations, the Purchaser and the Supplier have been	
		unable to resolve amicably a Contract dispute, either party may	
		require that the dispute be referred for resolution to the formal	
		mechanisms specified in SCC.	
19.Governing	19.1	The Contract shall be written in the language specified in SCC.	
Language		Subject to GCC Clause 20, the version of the Contract written in the	
		specified language shall govern its interpretation. All	
		correspondence and other documents pertaining to the Contract	
		which are exchanged by the parties shall be written in the same	
		language.	
20. Applicable Law	20.1	The Contract shall be interpreted in accordance with the laws of the	
		country.	
21. Notices	21.1	Any notice given by one party to the other pursuant to this Contract	
		shall be sent to the other party in writing or by cable, telex,	
		or facsimile and confirmed in writing to the other party's address	
		specified in SCC.	
	21.2	A notice shall be effective when delivered or on the notice's	
		effective date, whichever is later.	
22. Taxes and	22.1	Supplier shall be entirely responsible for all taxes, duties, license	
Duties		fees, etc., incurred until delivery of the contracted Goods to the	
		Purchaser.	
End of the Contract			

#### **AGREEMENT**

On stamp paper

This ag	reement is made th	e	day of 2025 be	tween Wafaqi Mohtasib
(Ombudsmar M/S	•	gional Off	, , , ,	r called the purchaser) and called "the
supplier/vendo	r"), whenever the $\circ$	context as		med to include his legal
reference to V	/afaqi Mohtasib Secre	etariat's Āw	vard of Contract No	ing equipment/ items with Total , break up of which is as
S.No	Description	Qty.	Unit Price with GST	Price of total quantity with GST
NOW THIS A	GREEMENT WITNES	SS AS FOL	LOWS:	

- **1**. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- **2.** The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
  - (a) The Purchaser's Notification to the Supplier of Award of Contract (Supply Order);
  - (b) The Form of Bid and the Price Schedules submitted by the Supplier;
  - (c) The Special Conditions of Contract;
  - (d) The General Conditions of Contract;
  - (e) The Schedule to Bid (requirement);
  - (e) Specifications (if any);

#### 3. 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.

- **a) 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 Wafaqi Mohtasib Secretariat, Regional Office, Karachi will carry out detailed physical examination of stocks and can reject, any item if found not according to the approved technical specifications etc. Moreover, the supplier will also be responsible to replace the same without any further charges.

- **b)** Packing & accessories (i) All the items to be provided in proper company packing with brochures and CDs.
- **C)** Transportation and delivery requirements. i) the bidder shall deliver the supplies at the destinations mentioned in the schedule of requirement 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 suppliers.
- **d). Warranty.** The warranty period (if any of the items is) of the supplied goods shall be one year from the date of delivery of the supplies at the purchaser's premises.
- g) Payments. Payment to the successful bidder/Supplier will be made subject to:
  - Satisfactory delivery of items as per approved sample.
  - 100% payments on delivery of items will be made through cross cheque by AGPR Karachi.
  - Payment of GST and other taxes etc. is the responsibility of the firms. If any item is exempted from GST, documentary proof is required to be furnished.

IN WITNESS the parties hereto have caused this Agreement to be executed in accordance with the laws of PPRA Rules 2004 on the day, month and year indicated above.

Signature of the Supplier	Signature of the Purchaser			
(Seal)	(Seal)			
Signed, sealed and delivered in the presence of:	:			
Witness:	Witness:			
(Name, Title and Address)	(Name, Title and Address)			
END OF THE CONTRACT				