

**GWALPHA Tech (Pvt) Ltd****Tender No. NESDC-SNS DIV-02/2024****INVITATION TO BIDS****Date: 04<sup>th</sup> October 2024****PROCUREMENT OF ICT EQUIPMENTS**

1. GW Alpha Tech (Pvt) Limited, (procuring agency, herein after called "GW Alpha Tech") invites sealed bids from authorized distributors/suppliers registered with Income Tax and Sales Tax Department for Procurement of ICT Equipment in current financial year.
2. The bidding shall be conducted in line with the Single Stage Two Envelope procedure of the Public Procurement Rules 2004 and any Regulations, Regulatory Guides, Procurement Guidelines or Instructions issued by the Authority (from time to time), and is open to all potential bidders.
3. All bids must be accompanied by a Bid Security amounting to Rs. 100,000/- in an acceptable form.
4. A complete set of bidding documents, containing detailed terms and conditions are available for the interested bidders at **NESDC, A3, NASTP, Rawalpindi**. The Bidding documents can be purchased on payment of Rs. 3,000 non-refundable (*to be submitted through a pay order in the name of GWAlpha Tech Private Limited NTN-9139105-1*). Bidding documents may also be downloaded from PPRA and NASTP websites. Bids received without tender document fee shall not be accepted.
5. The original bid along with one copy, properly filled in, and enclosed in sealed envelope(s) must be delivered to on or before **1400 hrs on 22 October, 2024** at NESDC (GW Alpha Tech (Pvt) Limited)- A3, Old Airport Road, Rawalpindi. Technical Bids will be opened on the **same day at 1430 hrs** in public and in the presence of bidders' representatives who choose to attend in the opening at the NESDC, NASTP- A3, Old Airport Road, Rawalpindi. Date for opening of financial bids will be communicated to technically qualified bidders accordingly. The advertisement along with bidding document is also available on PPRA web address [www.ppra.org.pk](http://www.ppra.org.pk) and <http://nastp.gov.pk>.
6. GWAlpha Tech (Pvt) limited reserves the right to reject any/all bids prior to acceptance of Bids.

**MALIK MUHAMMAD ARIF****Director SCM – NASTP****GWAlpha Tech (Pvt) Limited, NASTP Alpha Techno Square****Old Airport Road, Chaklala Rawalpindi Tele: 0333-5531496 Email: [scm@nastp.gov.pk](mailto:scm@nastp.gov.pk)**

## PLEASE READ CAREFULLY

- Participating bidders are required to submit bids according to instructions mentioned in bidding documents. These bids should meet the requirements/criteria illustrated in bidding documents along with fulfillment of other terms and conditions of tenders.
- According to rule 31 of Public Procurement Rules, 2004 (“PPR 2004”) no bidder is allowed to alter or modify his bids after the bids have been opened. Moreover, as per rule 36 (b)(vi) of PPR 2004 states that no amendment in the technical proposal is permitted during technical evaluation. Therefore, in the light of prevailing Govt. procedures, requests for amendments in quotations and clarifications leading to change of substance of bid after opening of bids cannot be accepted and bids not conforming to tender requirements are liable to be rejected.
- Participating bidders are therefore requested to read the bidding documents thoroughly and submit their quotes accordingly without any condition in conformance to all tender requirements including Down Payment, bid validity, provisioning of original quotation from foreign principal, Bank Guarantee confirmation etc., for consideration of bid. Bid found non-conforming to tender requirements is liable to be rejected on tender opening date.
- **Participating firms are requested to provide particulars of their reps on Ph No 051-9529889 & 0092 315 5235 144 at least 01 day prior to tender opening date.**

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## **GW ALPHA TECH PRIVATE LIMITED INVITATION TO TENDER AND GENERAL**

### **INSTRUCTIONS TO BIDDERS**

**(SINGLE STAGE TWO ENVELOPE BASIS)  
(DDP INCOTERM IN PAK RUPEES)**

1. **Name of Procuring Agency:** GW Alpha Tech (Pvt). Limited.
2. **The subject of procurement.** Procurement of electronics & ITC items
3. **Delivery period.** Stores are required of within minimum possible delivery period but not later than **60 days** after signing of the Letter of Acceptance by the supplier unless otherwise specified for any particular item(s). Offers with minimum delivery period are likely to be preferred. However, delivery period is to be factual as no extension will be subsequently granted except under unavoidable circumstances beyond control of SELLER or under Force Majeure for which intimation with full justification / evidences to be dispatched well in advance for consideration.
4. **Bid Reference No.** NESDC-SNS DIV-02/2024
5. **Commencement date for delivery of Goods.** signing of the Letter of Acceptance by the supplier
6. **Financial year for the operations of the procuring agency.** 2024-25
7. **Invitation of Bid.** GW Alpha Tech (Pvt). Limited invites sealed bids from reputed firms for procurement of spares details in the attached **Schedule to Tender (Form Annexure IX)**
8. **Last Date & Time of Submission of Bid.** 1400 hrs on 22 October 2024
9. **Bid Opening Date & Time.** 1430 hrs on 22 October 2024
10. **Bid Opening Address.** NASTP, Alpha 03, Old Airport Road, Nur Khan Base Rawalpindi.
11. **Delivery Of Tender Documents.** The procuring agency is adopting a 'single stage-two envelope' bid procedure as specified in rule 36(b) of PPRA 2004. The details are as follows: -
  - (a) **Technical Offer.** It shall contain all relevant specifications along with essential literature / brochure in **duplicate** in a separate envelope and clearly marked "**Technical Offer without prices**", tender number and date of opening. Partial bid is accepted. **Bid Security** shall be in a separate sealed envelope clearly marked **Bid Security** and Tender Number.

(b) **Commercial Offer.** It shall contain Financial Proposal Form **Annexure 'F'** filled and dully signed in a separate sealed envelope clearly marked on the face "**Financial Proposal with prices**", tender number.

(c) Both the "**Envelops**" of Technical and Commercial offers should be enclosed in one cover, properly sealed and bear the address of GW Alpha Tech, Pvt Ltd with tender number and opening date.

(d) The procuring agency reserves the right to verify the letters, documents or information provided by any bidder from issuing parties and may (together with its advisers) visit and hold meetings with them which shall be facilitated by the bidder. Furthermore, failure to provide the Financial Proposal in the form required under this RFP document may also result in disqualification of the Bid.

(e) **Annexure F & G** duly filled-in are to be returned with the offer duly signed by the authorized signatory person of bidding firm.

12. **Single /Multiple Offers.** Only one offer can be made in relevant currency for same item. Multiple rates, if quoted, will be rejected. Multiple quotations against the tender will also be rejected.

13. **Bidding Clarifications to Tender:** - In Case any clarification is required regarding tender, firm may contact on following address however, queries in regard to the tender shall only be entertained till one week prior to the deadline for submission of tenders.

Technical Clarification: - System Engineer, NESDC, NASTP

Bidding / Contracting Procedure: -Director Supply Chain Management,  
NASTP

14. **Pre-Bid Meeting.** A pre bid meeting may be held before 7 days of final date of opening tender.

15. **Language.** The English text of the Contract shall be treated as the authentic text for all purposes including interpretation.

16. **Bids Evaluation Documents.** The committee will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. The committee will evaluate and compare the bids which have been determined to be substantially responsive. If a bid is not substantially responsive, it will be rejected by the committee and may not subsequently be made responsive by the Bidder by correction of the nonconformity. First of all, Qualification of the Bidder will be determined on the parameters listed below and after that Technical and Financial Evaluation (on the below mentioned criteria) will be completed.-

(a) Photocopies of National Tax number (NTN) and Sales Tax registration

certificate. Foreign firms are required to provide copy of the company's valid Tax Compliance certificate issued by Revenue Authority of the domiciled country, valid as at the tender closing date.

- (b) Proof of Income Tax status in ATL is "Active" and GST status "Operative" issued by Tax Authorities.
- (c) A copy of letter showing firm's financial capability. Bank statement for last 06 Months and other details to ascertain financial capability of firm.
- (d) List of major clients and references (complete with names of contact persons, address and telephone numbers) of which the company has supplied similar items in the last 05 years. Number of years in the business or dealing in similar items may also be mentioned.
- (e) Firm/Supplier name, complete address, contact numbers, and email addresses.
- (f) Undertaking on Legal Paper that their firm/company and their proprietors/directors have not been in litigation/blacklisted by any Govt./Semi-Govt./Autonomous body.
- (g) Any other document if required during procurement proceedings according to Rule 17 of PPRA rules 2004.
- (h) In case of foreign supplier photocopy of resident card, passport or equivalent identification card of person signing the tender is to be provided along with 02 passport size photographs.
- (i) Compliance with Schedule of Requirements (**Annex VIII**)
- (j) Submission of required amount of Bid Security with Financial Bid
- (k) Manufacturer's Standard Warranty with One (01) year onsite warranty including parts and labor
- (l) Original Bidding Documents Duly Signed/Stamped(**Yes/No**)
- (m) All documents are properly Tagged/labeled (**Yes/No**)

**17. Qualification and Evaluation Criteria. The evaluation of bid will be carried out as per following, in case of non-compliance bid may be rejected: -**

- (a) The procuring agency intends to exercise the most advantageous bid in conformance with PPR 2004.
- (b) The Bid shall comprise a single package containing two (02) separate envelopes. Each envelope shall contain separately the technical proposal and



the financial proposal.

(c) The envelopes shall be marked clearly as “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” in bold and legible letters to avoid confusion.

(d) **Technical Evaluation Criteria.** Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened.

(e) Detailed Technical Evaluation will be done for Bidders who qualify the preliminary Evaluation/Eligibility criterion mentioned above. During the evaluation, the Technical Committee will verify the compliance with technical specifications. The eligible firms/bidders may be asked to give presentation of proposal on power point (soft copy)/proof of concept on their solution.

(f) Compliance with Technical Specifications & Scope of Work

(g) TECHNICAL PROPOSAL should consist of Technical Brochures/Data Sheets for the Hardware and Licensed Software

(h) The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened.

(i) Procuring agency shall evaluate the technical proposal, without reference to the price and reject any proposal which does not conform to the specified requirements.

(j) During the technical evaluation no amendments in the technical proposal shall be permitted, however, purchaser can seek clarification of submitted bids.

(k) Financial bids of only the technically qualified bidders shall be opened.

(j) The bid sum as submitted and read out during financial bid opening shall be absolute and final and shall not be the subject of correction, adjustment or amendment in any way by any person or entity except that if the Bid is substantially responsive, the procuring agency shall handle only the under mentioned errors on the following basis:

i. Bidders shall be notified of any correctable error detected in their bid during the notification of award.

ii. Any arithmetic errors in the submitted bid arising from a miscalculation of unit price, quantity, subtotal and total bid price shall be rectified on the following basis:

A. If there is a discrepancy between words and figures, the lowest amount, either in words or figures, shall be considered.

B. If there is discrepancy between the unit price and the total price which is obtained by multiplying the unit price and quantity, or between sub- total and the total price, the unit or sub-total price shall prevail, and the total price shall be corrected.

C. In case of discrepancy between sub-total price obtained by adding various prices in the schedule and the sub-total price indicated for that particular schedule, the sub-total obtained by addition of various arithmetically corrected prices would be considered for evaluation

D. In case of any discrepancy in the applicable rates or calculation of applicable taxes discussed, agreed and added to the contract amount in separate lines, as needed, corrections in item and subtotal prices may be allowed as per applicable Govt rates / rules.

E. The procuring agency shall be entitled to award the contract to the most advantageous bidder after applying permissible arithmetic / tax corrections in the bid proposal sheets. If the bidder does not accept the correction of the errors as above, his bid will be rejected.

(k) Work will be awarded to the bidder offering most advantageous bid evaluated as the highest ranked bid based on cost and quality.

(l) Prior to the expiration of the period of bid validity, procuring agency will notify the successful bidder in writing of its intent to award the contract. The contract will be executed subject to satisfactory discussion of the terms and conditions of the contract. The discussion shall be in accordance with PPR 2004 of Pakistan. The form of contract is attached as **[Annexure 'XIV']**.

18. **Quoting of Prices.** Prices are to be quoted as follows:-

(a) **DDP price of the stores (Line-Item Wise) in Pak Rupees Only inclusive of all applicable taxes, duties, levies and charges.**

(b) Percentage of agent commission (on Ex-Factory price) is to be inclusive of quoted price, if applicable. Principal must indicate if agent commission is not applicable.

(c) The prices must be stated for each item separately both in figures and words. Additional information if any must be linked with entries on the Schedule to Tender (**Annexure-VIII**).

(d) The price shall be fixed.

(e) For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.

(f) Principal is to endorse following certificate on the original quotation: -

“Certified that stores offered are factory new and from latest production and prices quoted are not more than the international market prices and also not more than those being charged from other buyers”.

- (g) Shelf/installation life of each item (if applicable) is to be mentioned separately.
- (h) **Transportation.** Equipment and supplies will be delivered up to the place of installation / final destination by the bidder at his cost and mode of transportation including loading /unloading.
- (i) **Custom Clearance.** Equipment and supplies will be cleared (from airport/seaport) customs department by the supplier and charges/duty/taxes if any will be paid by the supplier.

19. **Bid Validity Period.** The Bid Validity period shall be **90** days.

20. **Bid Security.** Bid security amounting to Pakistani Rupees **100,000/-** will be submitted in the of pay order / demand draft / Bank Guarantee (specimen attached as Annex 'IX') / Bid Bond (specimen attached as Annex 'X') in favor of “**GWAlpha Tech Private Limited NTN-9139105-1**”. Bid security shall be attached with the technical proposal otherwise proposal will not be accepted.

- (a) Bids without required Bid security will be rejected without any right of appeal.
- (b) The bid security shall be forfeited in case of occurrence of any one of the following:
  - (i) If a bidder withdraws its bid during the period of bid validity specified in this RFP document; or
  - (ii) In the case of successful bidder, if it fails:
    - A. To furnish performance guarantee in accordance with the RFP document; and
    - B. To sign the contract.
- (c) Bid security of unsuccessful bidders will be returned upon the award of contract to successful bidder, and after furnishing of the performance guarantee.

21. **Condition Governing Contracts.** The “Contract” made as a result of this Tender Inquiry shall mean the agreement entered into between the parties i.e., the “Purchaser” (GW Alpha Tech) and the “Seller” (M/s -----) in accordance with the law of Contract Act, 1872 and those contained in GW Alpha Tech purchase procedures and other special conditions that may be added to give contract for the supply of GW Alpha stores specified there in.

22. **Date & Time for Receipt of Tender.** The tender must reach GW Alpha Tech

by the date and time specified in the **Schedule to Tender**. Tenders received after the prescribed date and time will, NOT be entertained. The appointed time will, however, fall on next working day in case of closed/forced holiday. Telegraphed/Faxed/Telexed bids will be rejected unless specifically asked for. Tender can also be sent through mail courier. However, to avoid misplacement of the quotations, all firms are required to intimate this office **via email** [info.radar@nastp.gov.pk](mailto:info.radar@nastp.gov.pk) regarding or [zaheermalik150@gmail.com](mailto:zaheermalik150@gmail.com) dispatch of their quotation through courier giving details of the courier through email, so that courier service may be tracked to ensure your participation in the competition. In case tender is dispatched by courier then same should reach GW ALPHA Tech at least 01 day prior to tender opening date. You or your representative may also attend the proceeding (Name / Designation of attendees" along with copy of CNIC will be required 01 working day prior to tender opening date for arranging their entry).

23. **Tender Opening.** Technical offer i.e., without prices will be opened on the date and time mentioned at Claus 9 of tender in the presence of bidders" representatives who choose to attend. The bidders" representatives who are present shall sign a tender opening register / form evidencing their attendance. However, time and date for opening of Commercial offers of all those firms whose technical offers are accepted will be intimated later. Commercial offers of firms, which are not technically accepted will be returned to the firms un-opened. No unauthorized person will be allowed to attend the financial bid opening other than technically qualified bidders.

24. **Rights Reserved.** GW ALPHA Tech reserves the right to accept or reject any tender and to annul the tendering process and reject all tenders at any time prior to contract award as per rule 33 of PPRA 2004 without there by incurring any liability to the affected Bidder. Moreover, past performance of the firms may also be considered.

25. **Addition and Deletion of Store.** The purchaser has the right to increase or decrease the quantity of any item and cancellation of the contract without any financial repercussion on either side without assigning any reason within 07 working days of signing the contract. Such information will be passed on to the supplier/seller through the fastest means e.g. telephone, telegram or fax etc.

26. **Technical Literature, Specifications and Interchangeability.** Offers are to be submitted in duplicate supported by brochures and technical literature in original. Offers must conform to tender specifications. A certificate of complete interchangeability must be endorsed on the quotation for all substitute or in-lieu items; otherwise the same are likely to be rejected. A copy of relevant page of publication must be attached to prove correctness of offered / interchangeable / in-lieu item. Prices of master, substitute and in-lieu items must be quoted separately. For any query regarding technical issues, firms may contact [051-9529889, 0315-5235144] or email:-[info.radar@nastp.gov.pk](mailto:info.radar@nastp.gov.pk) or [zaheermalik150@gmail.com](mailto:zaheermalik150@gmail.com)

27. **Deviation from Specifications.** Stores received at consignee, if found not

conforming to the contract specifications will be rejected and replacement in accordance with contractual specifications against rejected stores would be provided to consignee as per delivery schedule laid down in the contract. The replacement will be provided without any additional cost. In case stores are rejected after delivery schedule of the contract, replacement is to be provided at the earliest or by the date advised by GW ALPHA Tech.

28. **Restriction of Export / Import License.** Offer subject to restriction of Import/Export License will not be entertained.

29. **Application of Official Secrets Act 1923.** All matters connected with this inquiry and subsequent actions arising there after fall within the scope of the Pakistan Official Secrets Act 1923 which forbids providing contractual information to unauthorized /un-concerned person / organization. It is therefore, requested to ensure complete secrecy regarding documents and stores concerned with the inquiry to limit the number of employees having accesses to this information.

30. **Disqualification.** Offers may be rejected if: -

- (a) There is a deviation from any instruction described in this invitation to tender.
- (b) Offers are found conditional or incomplete in any respect.
- (c) Multiple quotations against the tender.
- (d) Multiple rates are quoted against one item.
- (e) Manufacturer relevant brochure is not attached (in case of equipment or major assemblies of equipment).
- (f) All Annexures are duly filled – in and signed by the Bidders are not received with the offer.
- (g) Offer received later than appointed date and time.
- (h) Tender specification (technical) if not conforming to the offer. In case of equipment/ major assemblies manufacturer's brochures shows specifications different from those given intender.
- (j) Offer subject to restriction of Export License.
- (k) Over writing / erasing in prices.
- (l) Change in prices by the supplier after opening of commercial offers unless asked by GW ALPHA Tech.
- (m) Validity of offer is not quoted as required in IT or made subject to confirmation later.
- (n) Bid Security not provided.
- (p) Offer with Prior sale condition.

31. **Payment.** For payment of goods / services supplied / rendered following procedure will be adopted: -

31.1 Submission / Payment of Bills

31.2 No advance payments will be made

31.3(a)- Payment for the supply of goods of the itemized amounts thereof, after Deduction of the applicable taxes and duties, shall be made within thirty (30) days **with 15 days of grace period** upon receipt of error free invoice along with valid Sales Tax Annexure "C". The invoice, in favor of "GWAlpha Tech Private Limited **NTN 9139105-1**" shall be submitted to the purchaser.

(b) Firm is to present a Sales Tax invoice (where applicable) / numbered bill for the amount agreed upon for the goods / services provided.

(c) Income Tax on the amount of bill will be deducted at source.

32. **Sequence of Quotation.** Quotation must be prepared according to the item serial No sequence of Schedule to Tender (Annexure "F").

33. **Warranty / Guarantee of Store.** Warranty / guarantee for a period of **one year** be applicable for stores commencing from acceptance of store at consignee.

34. **Country of Origin and Mode of Shipment.** Following details must be provided in your offer / quotation and Performa invoice:-

(a) Country of origin, place of manufacture of store and beneficiary should be mentioned.

(b) Name of port where from the store will be shipped. Mode of shipment is to be by air sea and road. However, preference will be given to **by air shipment**.

35. **Integrity Pact.** For all procurements exceeding Rs. 10.00 million, it is mandatory for the Supplier to submit, an Integrity Pact at the time of contract as per clause 7 of PPRA Rules-2004.

36. **Performance Security.** The Performance Security shall be of an amount equal to Five percent (**05%**) of the Contract Price in the currency of the Contract at the option of the bidder, in the form of unconditional and irrevocable **Bank Guarantee** from any Scheduled Bank in Pakistan or Cash Deposit Receipt (**CDR**). In Case of CDR, upon receipt the same will be encashed by crediting into the bank account of GW Alpha Tech (Pvt) Ltd and returned to vendor upon successful completion of performance period after receipt of request from seller/ vendor duly endorsed by respective procuring agency of purchaser through crossed cheque/Bank Draft/ Pay Order/ direct bank transfer etc. The said security shall be furnished by the successful bidder within thirty (30) days of signing of the contract in favor of "GWAlpha Tech Private Limited" NTN 9139105-1.

37. **End User Certificate (EUC).** EUC if required at any stage may be mentioned in the quotation.

38. **Withdrawal of Offer.** If the firm withdraws its offer or backs out from providing items won by the firm within validity period at any stage of contract finalization, the Competent Authority may place such firm under Embargo for a period of six months, which may extend up to one year / forfeit the earnest money.

39. **Litigation.** In case of any dispute only Court of Jurisdiction at Islamabad Pakistan will have the Jurisdiction to decide the matter.

40. **Force Majeure.** "Force Majeure" means an exceptional event or circumstance, which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and which is not substantially attributable to the other Party.

The Supplier shall, within fifteen (15) days of its commencement, notify the Purchaser of any such event, act or circumstance which is relied upon by the Supplier for its inability to comply with its obligation. The Purchaser shall have the right to conduct investigations to satisfy itself about the genuineness of the "Force Majeure" event, act or circumstance. Non-availability of raw material for the manufacture of the Goods or export permit for the export of the Goods from the country of its origin shall not constitute "Force Majeure."

If by reason of "Force Majeure" the Goods are not delivered by the due date, then the Delivery Period may be extended appropriately for the purpose, provided the said Goods shall be ready to be delivered within one (1) month of the stipulated delivery date. If the said Goods are not ready to be delivered after the lapse of one (1) month as aforementioned, then the Purchaser shall have the right to cancel the Contract by informing the Supplier of the cancellation in writing. This, however, will not apply to consignments of Goods already accepted and delivered according to the terms of the Contract. The Supplier shall not be entitled to any compensation whatsoever as a result of this cancellation.

41. **Arbitration.** All matters of dispute or difference, except regarding rejection of stores / Services by the inspector and or cancellation of the contract by the Purchaser arising out of this contract between the parties hereto, shall be settled by mutual agreement, failing which they shall refer for Arbitration to a final settlement by an Arbitration Tribunal, in Pakistan.

The dispute shall be referred for adjudication to two arbitrators one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the Superior Court of Pakistan will be requested to appoint the umpire. The arbitration proceedings shall be held in Pakistan and under Pakistan Law & Arbitration Act, 1940. Arbitration award will be final and unchallengeable in any court of law.

42. **Risk Purchase.** In the event of failure on the part of the Seller to comply with the contractual obligations, the contract is liable to be cancelled at his risk and expense in accordance with General Condition Governing Contracts.

43. **Termination of contract.** If at any time during the currency of the Contract, the Purchaser decides to terminate the Contract for any reason whatsoever (other than for reason of failure to Deliver the Goods), it shall have the right to do so by giving the Supplier a notice to that effect. In that event, the Purchaser will accept delivery, at the itemized price and terms, of such of the Goods then in the actual possession of the Purchaser.

(a) In the case of remainder of the undelivered Goods, the Purchaser may select either:

(i) To have any part thereof completed and take the delivery thereof at the itemized prices, or

(ii) To cancel the residue and pay to the Supplier for the Goods or components thereof in the actual possession of Supplier at the prices to be determined by the Purchaser in which case Goods in the possession of Supplier shall be delivered by the Supplier.

(b) No payment shall, however, be made for any Goods not yet in the actual possession of Supplier on the date notice of termination is received.

(c) In the event of the supplier refusing to carry out the work, or leaving incomplete, at any time or after the commencement of supply/installation, the supplier shall pay as compensation an amount equal to, ten percent or such smaller amount as the authority at NASTP (whose decision in writing shall be final) may decide, on the amount of the estimated cost of the whole work as shown in the BOQ, by notice in writing, rescind the contract in which case the whole of the performance security deposit of the Supplier (whether paid in one sum or deducted by installments) shall stand forfeited and be absolutely at disposal of NASTP and the same consequences shall ensure as if the contract has been rescinded under Clause 43 hereof.

44. **Late Delivery.** The Supplier shall Deliver the Goods to the Purchaser within the time frame specified in the Contract. If failure to Deliver the Goods within the specified time frame, shall not have arisen because of "Force Majeure", the Purchaser shall be entitled at its option:

(a) To cancel the Contract and forfeit the Performance Guarantee; or

(b) To withhold any payment due to the Supplier until all the Goods have been Delivered and directly deduct or recover, where considered necessary, as



liquidated damages the sum up to 2% of the itemized prices of the un-Delivered Goods for each and every month, or part thereof thereafter, beyond the specified dates of Delivery during which these may not be delivered, subject to a maximum of 10% of the total Contract Price of the Goods; or

- (c) To repurchase from elsewhere, at the risk and expense of the Supplier, other goods of the same or similar description as it thinks fit to make good this default to the extent necessary, by canceling the Contract, either wholly or for the un-Delivered balance and with or without intimation to the Supplier who shall be liable for any loss which the Purchaser may sustain due to repurchase but shall not be entitled to any gain on repurchase.
- (d) The Goods shall be deemed to have been delivered when repurchased Goods are delivered to the Purchaser.

45. **Authority to Sign Documents.** Tender must be accompanied by Letter of Authorization to sign the Tender on behalf of the Bidder. Bidder must prove that the person who signs this Tender is fully authorized to bind his establishment / company. Such proof shall be in the form of clear official documents fully legalized by designated authorities in respective countries.

46. **Bid Discount.** The bidder may offer unconditional discount, in percentage of their quoted price or bids, **before** opening of the financial proposal. The discounted bid price shall be considered as original bid for evaluation being an integral part of the bid. No offer of discount shall be considered after the financial bid is opened.

47. **Forms.** Following annexures are required to filled and signed on company letter head / stamp paper as applicable and required to be submitted with the bid documents: -

Annexure I	:	Letter of Bid – Technical Proposal
Annexure II	:	Letter of Bid – Financial Proposal
Annexure III	:	Bidder Information Form
Annexure IV	:	Bidder's JV Members Information Form
Annexure V	:	Undertaking of prices
Annexure VI	:	Special Instructions
Annexure VII	:	Format of Affidavit
Annexure VIII	:	Schedule of Store
Annexure IX	:	Form of Bid Security (Bank Guarantee)
Annexure X	:	Form of Bid Security (Bid Bond)
Annexure XI	:	Form of Bid Securing Declaration

Annexure XII : Questionnaire to be filled in by bidder  
Annexure XIII : Non-Disclosure Agreement  
Annexure XIV : Form of Contract

48. **Bidding Submission Address: -**

Purchase Manager, NESDC (GW Alpha Tech Pvt Ltd), A-3, NASTP Alpha,  
Old Airport Road Rawalpindi

49. **Review of Procurement Decisions**

(a) GW Alpha Tech (Pvt). Ltd

(b) The Address of PPRA to submit a copy of grievance: -

Grievance Redressal Appellate Committee, Public Procurement Regulatory  
Authority 1st Floor, G-5/2, Islamabad, Pakistan, Tel: +92-51-9202254

Yours sincerely,

**(MALIK MUHAMMAD ARIF)**  
Director Supply Chain Management,  
NASTP Alpha Techno Square,  
Chaklala Rawalpindi  
Tele: +92-333 5521496  
Email: [scm@nastp.gov.p](mailto:scm@nastp.gov.p)

**Date:04** October 2024

## Annexure "I"

## LETTER OF BID–TECHNICAL PROPOSAL

**INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT**

Place this Letter of Bid in the first envelope "TECHNICAL PROPOSAL".

The Bidder must prepare the Letter of Bid on stationery with its letter head clearly showing the Bidder's complete name and business address.

Note: All italicized text in black font is to help Bidders in preparing this form and Bidders shall delete it from the final document.

**Date of this Bid submission:***[insert date (as day, month and year)of Bid submission]*

**RFB No.:** *[insert number of bidding process]*

**Request for Bid No.:** *[insert identification]*

**Alternative No.:***[insert identification No if this is a Bid for an alternative]*To:***[insert complete name of Procuring Agency]***

We, the undersigned Bidder, here by submit our Bid, in two parts, namely:

- (a) The Technical Proposal, and
- (b) The Financial Proposal.

In submitting our Bid, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the bidding document, including addenda issued in accordance with Instructions to Bidders (ITB9).
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest In accordance with ITB3.
- (c) **Bid/Proposal-Securing Declaration:** We have not been suspended nor declared ineligible by the Procuring Agency based on execution of a Bid Securing Declaration or Proposal Securing Declaration in the Procuring Agency's country in accordance with ITB4.
- (d) **Conformity:** We offer to supply in conformity with the bidding document and In accordance with the Delivery Schedules specified in the Schedule of

Requirements the following Goods:[*insert a brief description of the Goods and Related Services*].

- (e) **Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 19** from the date fixed for the Bid submission deadline specified in **BDS 9**, and it shall remain binding upon us, and may be accepted at any time before the expiration of that period.
- (f) **Performance Security:** If our Bid is accepted, we commit to obtain a performance security in accordance with the bidding document.
- (g) **One Bid per Bidder:** We are not submitting any other Bid(s) as an individual Bidder, and we are not participating in any other bid(s) as a Joint Venture member or as a sub contractor, and meet the requirements, other than Alternative Bids submitted in accordance with ITB 19.
- (h) **Suspension and Debarment:** We, along with any of our subcontractors, suppliers, consultants, manufacturers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the Procuring Agency. Further, we are not ineligible under Pakistan laws.
- (i) **State-owned enterprise or institution:**[*select the appropriate option and delete the other* ][*We are not a state-owned enterprise or institution*]/[*We are a state-owned enterprise or institution but meet the requirements of*].
- (j) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (k) **Not Bound to Accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid that you may receive; and
- (l) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us, or on our behalf, engages in any type of Fraud and Corruption.

**Name of the Bidder:**\*[*insert complete name of Bidder*]

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:**  
\*\*[*insert complete name of person duly authorized to sign the Bid*]

**Title of the person signing the Bid:** [*insert complete title of the person signing the Bid*]

**Signature of the person named above:**[*insert signature of person whose name and capacity are shown above*]

**Date signed** [*insert date of signing*] day of [*insert month*],[*insert year*]

\*:In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

\*\*: Person signing the Bid shall have the power of attorney given by the Bidder. The power of attorney shall be attached with the Bid Schedules.

## Annexure “II”

**LETTER OF BID-FINANCIAL PROPOSAL**

INSTRUCTIONS TO BIDDERS: DELETE THIS BOX ONCE YOU HAVE COMPLETED THE DOCUMENT

*Place this Letter of Bid-Financial Proposal in the second envelope marked “FINANCIAL PROPOSAL”.*

*The Bidder must prepare the Letter of Bid-Financial Proposal on stationery with its letterhead clearly showing the Bidder’s complete name and business address.*

Note: *All italicized text is to help Bidders in preparing this form.*

**Date of this Bid submission:** *[insert date (as day, month and year) of Bid submission]*

**No.:** *[insert number of bidding process]*

**Name of Project.:***[insert identification]*

**Alternative No.:***[insert identification No if this is a Bid for an alternative]*

**To:** *[insert complete name of Procuring Agency]*

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal

In submitting our Financial Proposal, we make the following additional declarations:

- (a) **Bid Validity Period:** Our Bid shall be valid for the period specified in **BDS 19** from the date fixed for the bid submission deadline specified in **BDS 9**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (b) **Total Price:** The total price of our Bid is Rs *(without GST is)*, excluding any discounts. Details are as follows: -

(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
S No	Part No	Noun	UI	Qty	Unit Price	Total Price	GST % on Total Price (As applicable)	Total Price (incl GST) <u>7+8</u>	Remarks
									The GST rate is --%

--	--	--	--	--	--	--	--	--	--

- (c) Pls use this format for preparation of bid.
- (d) As the equipment is ICT, please clearly mention the GST rate as per Govt approved rates of each item.
- (e) The financial evaluation will be carried out on itemized prices
- (c) **Discounts:** The discounts offered and the methodology for their application are:

(i) The discounts offered are:[*Specify in detail each discount offered*]

(ii) The exact method of calculations to determine the net price after application of discounts is shown below:[*Specify in detail the method that shall be used to apply the discounts*];

- (d) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the bidding process or execution of the Contract: [*insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity*].

Name of Recipient	Address	Reason	Amount

(If none has been paid or is to be paid, indicate “none.”)

- (e) **Binding Contract:** We understand that this Bid, together with your written acceptance thereof included in your Letter of Acceptance, shall constitute a binding contract between us, until a formal contract is prepared and executed.

**Name of the Bidder:** \**[insert complete name of the Bidder]*

**Name of the person duly authorized to sign the Bid on behalf of the Bidder:**

\*\* *[insert complete name of person duly authorized to sign the Bid]*

**Title of the person signing the Bid:** *[insert complete title of the person signing the Bid]*

**Signature of the person named above:***[insert signature of person whose name and capacity are shown above]*

**Date signed** *[insert date of signing]* day of *[insert month]*,*[insert year]*

\*:In the case of the Bid submitted by a Joint Venture specify the name of the Joint Venture as Bidder.

\*\*Person signing the Bid shall have the power of attorney given by the Bidder.  
The power of attorney shall be attached with the Bid Schedules.



## Annexure "III"

**BIDDER INFORMATION FORM**

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its form shall be permitted and no substitutions shall be accepted.]*

Date:*[insert date(as day, month and year)of Bid submission]*

No.:*[insert number of Bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder's Name <i>[insert Bidder's legal name]</i>
2. In case of JV, legal name of each member: <i>[insert legal name of each member in JV]</i>
3. Bidder's actual or intended country of registration: <i>[insert actual or intended country of registration]</i>
4. Bidder's year of registration: <i>[insert Bidder's year of registration]</i>
5. Bidder's Address in country of registration: <i>[insert Bidder's legal address in country of registration]</i>
6. Bidder's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/ fax numbers]</i> Email Address: <i>[insert Authorized Representative's email address]</i>
7. Attached are copies of original documents of <i>[check the box(es)of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and /or documents of registration of the legal entity named above. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITB 3.4. <input type="checkbox"/> Establishing that the Bidder is not under the supervision of the Procuring Agency
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



**Annexure “IV”****BIDDER’S JV MEMBERS INFORMATION FORM**

*[The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture]].*

Date:*[insert date( as day ,month and year )of Bid submission]*

RFB No.:*[insert number of RFB process]*

Alternative No.:*[insert identification No if this is a Bid for an alternative]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

1. Bidder’s Name: <i>[insert Bidder’s legal name]</i>
2. Bidder’s JV Member’s name: <i>[insert JV’s Member legal name]</i>
3. Bidder’s JV Member’s country of registration : <i>[insert JV’s Member country of registration]</i>
4. Bidder’s JV Member’s year of registration: <i>[insert JV’s Member year of registration]</i>
5. Bidder’s JV Member’s legal address in country of registration: <i>[insert JV’s Member legal address in country of registration]</i>
6. Bidder’s JV Member’s authorized representative information Name: <i>[insert name of JV’s Member authorized representative]</i> Address: <i>[insert address of JV’s Member authorized representative]</i> Telephone/ Fax numbers: <i>[insert telephone/fax numbers of JV’s Member authorized representative]</i> Email Address: <i>[insert email address of JV’s Member authorized representative]</i>
7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and /or registration documents of the legal entity named above, in accordance with ITB4.4.
8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.



**Annexure“V”**

**UNDERTAKING FOR PRICES  
(Fill in and Return)**

To,

*[Insert Details]*

Dear Sir,

I/ We hereby offer to supply to GWALPHA the stores detailed in the Schedule to Tender as you may specify in the contract at the prices given in **Annexure 'F'** and further agree that this offer will remain valid up to and will not be withdrawn or altered in terms of rates quoted and the condition stated therein on or before this date. I/We shall be bound by your communication of acceptance to be dispatched within the prescribed time.

I/ We understood the instructions to Tenders and condition of contract as lay down in IT form and thoroughly examine specification / drawing and / or patterns quoted in the Schedule to Tender and am / are fully aware to the nature of the stores required and my/our offer is to supply stores strictly in accordance with the requirements.

**Witness's Signature:**

Name:  
N.I.C No.  
Address:  
Date:

**Signature of Bidder:**

Name:  
N.I.C No.  
Capacity in which Signing:  
Address:  
Date:  
Tel: Telex/Fax

## Annexure "VI"

**SPECIAL INSTRUCTIONS**

Under mentioned information must be provided along with quotation else your quotation will be rejected: -

<b>S No</b>	<b>Description / Requirement</b>	<b>Remarks Attached</b>
1.	Delivery Period	
2.	Quotation Validity Period	
3.	Country Of Origin	
4.	Port of Shipment	
5.	Terms of Payment (As per Para 18 of IT)	
6.	Warranty / Guarantee period offered by Firm	
7.	Beneficiary Details (Completed address along with contact No)	
8.	Complete Bank address and Account Details for Payment / Letter of Credit	
9.	Previous Experience (Nature of Business and No of Years in Business)	
11.	Signing Authority (Name, Designation, Contact Details)	
12.	Address of local firm along with contact No, email etc.	
13.	Manufacturer and Brand Name (If applicable)	

**Annexure “VII”**

**FORMAT OF AFFIDAVIT / UNDERTAKING**

**Bidder must submit following undertaking (on stamp paper of Rs.100), failing which the bid shall be rejected:**

(a) I, Mr. .... S/o..... holding CNIC # ..... from M/s ..... Having Its business office at ....., do hereby solemnly affirm and declare as under.

(b) That M/s ..... is not engaged, under investigation or offences or no proceedings are pending before FBR, Customs, NAB, any Judicial form, FIA or any other Govt. authority with respect to fraud, terror financing, money laundering etc.

(c) We also confirm that our firm has not been blacklisted by any National/International organization or forum and is entitled to carry out its business activities to the standard business ethics.

(d) That the Partner(s) / Officers of M/s..... have not been subject to financial crime. Nor they every compounded with their creditors in any capacity.

(e) The above statement is true to the best of my knowledge and belief, and nothing has been concealed or is false.

**Note:** In case any bidder is found in the list of “Blacklisted Firms-Pakistan” or related links at <https://www.ppra.org.pk/> then its bid shall be rejected

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

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

Stamp: \_\_\_\_\_

## Annexure VIII

**SCHEDULE OF STORES: PROCUREMENT OF ICT EQUIPMENT**

1. **Tender Inquiry No** -NESDC-SNS DIV-02/2024
2. **Tender Submission Time & Date** -on or before 1400 hrs, 22 October 2024
3. **Opening Time and Date of** -1430 hrs on 22 October 2024
4. No further extension in opening date will be granted except extreme circumstances.

S No	Equipment Description	Specification	Qty Req
1	High End Developer Workstation Config A	<b>Dell Precision 7875 Workstation or equivalent</b> - Windows 11 Pro - AMD Ryzen Threadripper PRO 7965WX (128 MB cache, 24 cores, 48 threads, 4.2GHz to 5.3GHz, 350 W) - 64 GB: 2 x 32 GB, DDR5, 4800 MT/s, RDIMM, ECC - GPU Nvidia RTX 4090 or agreed upon configuration, 24 GB GDDR6X, 4 DP - Qty 02 x 1 TB, M.2, PCIe NVMe, SSD, Class 40 - Chassis : Precision 7875 Tower 1350W Chassis (DAO 2SATA Flexbay) - Keyboard Dell Wired Keyboard KB216 Black (English) Mouse Dell USB Optical Mouse-MS116 - Dell 24 Monitor - P2425H - Onsite warranty > 01 year	23
2	High End Developer Workstation Config B	<b>Dell Precision 7875 Workstation or equivalent</b> - Windows 11 Pro - AMD Ryzen Threadripper PRO 7965WX (128 MB cache, 24 cores, 48 threads, 4.2GHz to 5.3GHz, 350 W) - 128 GB: 4 x 32 GB, DDR5, 4800 MT/s, RDIMM, ECC - GPU Nvidia RTX 4090 or agreed upon configuration, 24 GB GDDR6X, 4 DP - Qty 02 x 1 TB, M.2, PCIe NVMe, SSD, Class 40 - Chassis : Precision 7875 Tower 1350W Chassis (DAO 2SATA Flexbay) - Keyboard Dell Wired Keyboard KB216 Black (English) Mouse Dell USB Optical Mouse-MS116	10



		<ul style="list-style-type: none"> <li>- Dell 24 Monitor - P2425H</li> <li>- Onsite warranty &gt; 01 year</li> </ul>	
3	System Workstation Design	<p><b>Dell Precision 3660 / 3680 Workstation or equivalent</b></p> <ul style="list-style-type: none"> <li>- 13th Gen Intel® Core™ i7-13700 (30 MB cache, 16 cores, 24 threads, up to 5.2 GHz Turbo, 65 W)</li> <li>- 16GB: 1 x 16 GB, DDR5, 4400 MT/s, ECC</li> <li>- Intel Integrated Graphics</li> <li>- 1 TB, M.2 2280, Gen 4 PCIe NVMe, SSD</li> <li>- Chassis : Precision 3660 / 3680 Tower with 300W (80 Plus Platinum) PSU</li> <li>- OS - Nil (DOS)</li> <li>- Dell Wired Keyboard KB216 Black (English)</li> <li>- Dell USB Optical Mouse-MS116 - Black</li> <li>- Dell 24 Monitor - P2425H</li> <li>- Onsite warranty &gt; 01 year</li> </ul>	54
4	High End Developer Mobile Workstation	<p><b>Dell Precision 5680 Mobile Workstation or equivalent</b></p> <ul style="list-style-type: none"> <li>- Intel® Core™ i7-13800H, vPro® Enterprise (24MB Cache, 14 Cores, 20 Threads, 2.5-5.2 GHz Turbo, 45W)</li> <li>- Windows 11 Pro</li> <li>- NVIDIA® RTX™ 2000 Ada, 8GB GDDR6</li> <li>- 16" FHD+ Non-touch, 1920 x 1200, 60Hz, 500 nits, IPS, 100% DCI-P3, Low Blue Light, IR Camera and Mic</li> <li>- 32 GB: 2 x 16 GB, LPDDR5, 6000 MT/s</li> <li>- 1 TB, M.2 2280, Gen 4 PCIe NVMe, SSD, Class 40</li> <li>- Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, MU-MIMO, Bluetooth® wireless card</li> <li>- 6-cell 100Whr Lithium battery</li> <li>- Onsite warranty &gt; 01 year</li> </ul>	13
5	System Mobile Station Design	<p><b>HP EliteBook 650/860 G10 / Dell Latitude 3540/5540 or higher (Equivalent)</b></p> <ul style="list-style-type: none"> <li>- CPU: 12th Generation Intel® Core™ i5-1235U (12MB Cache, up to 4.4 GHz, 10 cores) or better</li> <li>- RAM : 16 GB: 2 x 8 GB, DDR4, 2666 MT/s or higher</li> <li>- SSD : 1 TB, M.2, PCIe NVMe, SSD</li> <li>- Display : 15.6"</li> <li>- OS - Nil (DOS)</li> <li>- Onsite warranty &gt; 01 year</li> </ul>	13
6	LED Display	<p><b>Dell 24 Monitor - P2425H or Equivalent</b></p> <ul style="list-style-type: none"> <li>- 23.8" IPS Display (LED edge light system)</li> <li>- 1920 x 1080 resolution</li> <li>- 100 Hz Refresh Rate</li> <li>- 178° vertical / 178° horizontal viewing angles</li> <li>- 250 cd/m2 (typical)</li> <li>- Up to 16.7 million colors support</li> </ul>	10

		- 1x HDMI 1.4, 1x DP 1.2, USB 3.2 Ports	
7	UPS	<b>APC Easy UPS SRV3KI or Equivalent</b> -3000VA 230V -Double-conversion On-line - 6 x IEC 60320 C13, 1 x IEC 60320 C19 Output Connectors - 1 x IEC 60320 C20 Connector - Input Voltage: 220 - 240 V - Dimensions (HxWxD): 336x190x425 mm - 50/60 Hz +/- 3 Hz sync to mains - THD: < 3% - Internal Bypass (Automatic and manual) - Efficiency: At least 88%	60

**Notes: -**

1. Quotation must be submitted on “**DDP**” basis only.
2. Payment will be made as per GW ALPHA procedure.
3. All technical publications (wherever applicable) to be provided free of cost.
4. Supplier is responsible for warranty / guarantee of the items for the period mentioned against each item.
5. Price and Part catalogue be provided free of cost.
6. Inspection / acceptance of store as per GW ALPHA Quality Control Department.
7. Detailed Technical Evaluation will be done for Bidders who qualify the preliminary Evaluation/Eligibility criterion mentioned in Para 16 & 17 of bidding document.
8. During the evaluation, the Technical Committee will verify the compliance with technical specifications

**Form of Bid Security  
(Bank Guarantee)**

*[The bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated.]*

*[Guarantor letterhead or SWIFT identifier code]*

**Beneficiary:** *[Purchaser to insert its name and address]*

**No.:** *[Purchaser to insert reference number for the Request for Bids]*

**Alternative No.:** *[Insert identification No if this is a Bid for an alternative]* **Date:** *[Insert date of issue]*

**BID GUARANTEE No.:** *[Insert guarantee reference number]*

**Guarantor:** *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that \_\_\_\_\_ *[insert name of the Bidder, which in the case of a joint venture shall be the name of the joint venture (whether legally constituted or prospective) or the names of all members thereof]* (hereinafter called "the Applicant") has submitted or will submit to the Beneficiary its Bid (hereinafter called "the Bid") for the execution of

\_\_\_\_\_ under Request for Bids No. \_\_\_\_\_ ("the RFB").

Furthermore, we understand that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of \_\_\_\_\_ (\_\_\_\_\_) upon receipt by us of the Beneficiary's complying demand, supported by the Beneficiary's statement, whether in the demand itself or a separate signed document accompanying or identifying the demand, stating that either the Applicant:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Applicant's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Applicant; or
- (b) having been notified of the acceptance of its Bid by the Beneficiary during the Bid Validity Period or any extension thereto provided by the Applicant, (i) has failed to sign the contract agreement, or (ii) has failed to furnish the performance security, in accordance with the Instructions to Bidders ("ITB") of the Beneficiary's bidding document.

This guarantee will expire: (a) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract agreement signed by the Applicant and the performance security issued to the Beneficiary in relation to such Contract agreement; or (b) if the Applicant is not the successful Bidder, upon the earlier of (i) our receipt of a copy of the Beneficiary's notification to the Applicant of the results of the Bidding process; or (ii) twenty-eight days after the end of the Bid Validity Period.

Consequently, any demand for payment under this guarantee must be received by us at the office indicated above on or before that date.

---

*[Signature(s)]*

***Note: All italicized text is for use in preparing this form and shall be deleted from the final product.***

## Form of Bid Security (Bid Bond)

*[The Surety shall fill in this Bid Bond Form in accordance with the instructions indicated.]*

BOND NO. \_\_\_\_\_

BY THIS BOND *[name of Bidder]* as Principal (hereinafter called "the Principal"), and *[name, legal title, and address of surety]*, **authorized to transact business in** *[name of country of Procuring Agency]*, as Surety (hereinafter called "the Surety"), are held and firmly bound unto *[name of Procuring Agency]* as Oblige (hereinafter called "the Purchaser") in the sum of *[amount of Bond]*<sup>1</sup> *[amount in words]*, for the payment of which sum, well and truly to be made, we, the said Principal and Surety, bind ourselves, our successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has submitted or will submit a written Bid to the Purchaser dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the supply of *[name of Contract]* (hereinafter called the "Bid").

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal:

- (a) has withdrawn its Bid during the period of Bid validity set forth in the Principal's Letter of Bid ("the Bid Validity Period"), or any extension thereto provided by the Principal; or
- (b) having been notified of the acceptance of its Bid by the Purchaser during the Bid Validity Period or any extension thereto provided by the Principal; (i) failed to execute the Contract agreement; or (ii) has failed to furnish the Performance Security, in accordance with the Instructions to Bidders ("ITB") of the Purchaser's bidding document.

then the Surety undertakes to immediately pay to the Purchaser up to the above amount upon receipt of the Purchaser's first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser shall state that the demand arises from the occurrence of any of the above events, specifying which event(s) has occurred.

---

<sup>1</sup> The amount of the Bond shall be denominated in the currency of the Purchaser's country or the equivalent amount in a freely convertible currency.

The Surety hereby agrees that its obligation will remain in full force and effect up to and including the date 28 days after the date of expiration of the Bid Validity Period set forth in the Principal's Letter of Bid or any extension thereto provided by the Principal.

IN TESTIMONY WHEREOF, the Principal and the Surety have caused these presents to be executed in their respective names this \_\_\_ day of \_\_\_\_\_ 20 .

Principal: \_\_\_\_\_ Surety: \_\_\_\_\_

Apply Corporate Seal (where appropriate)

\_\_\_\_\_  
(Signature)  
(Printed name and title)

\_\_\_\_\_  
(Signature)  
(Printed name and title)

### Form of Bid-Securing Declaration

[The Bidder shall fill in this Form in accordance with the instructions indicated.]

Date: [date (as day, month and year)]

No.: [number of Bidding process]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [complete name of Procuring Agency]

We, the undersigned, declare that:

We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.

We accept that we will be blacklisted and henceforth cross debarred for participating in respective category of public procurement proceedings for a period of (not more than) six months, if fail to abide with a bid securing declaration, however without indulging in corrupt and fraudulent practices, if we are in breach of our obligation(s) under the Bid conditions, because we:

- (a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Procuring Agency during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security (or guarantee), if required, in accordance with the ITB.

We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Name of the Bidder\* \_\_\_\_\_

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* \_\_\_\_\_

Title of the person signing the Bid \_\_\_\_\_

Signature of the person named above \_\_\_\_\_

Date signed \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

\*: In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\* : Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid

*[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all members to the Joint Venture that submits the Bid.]*



## LETTER OF ACCEPTANCE

[Letter head paper of the Procuring Agency]

[date]

To: [name and address of the Supplier]

This is to notify you that your Bid dated [date] for execution of the [name of the Contract and identification number, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

We hereby confirm [insert the name of the Appointing Authority], to be the Appointing Authority,

To appoint the Arbitrator in case of any arisen disputes in accordance with **ITB45.1**.

You are hereby informed that after you have read and return the attached draft Contract the parties to the contract shall sign the vetted contract within fourteen (14) working days.

You are hereby required to furnish the Performance Guarantee /Security in the form and the amount stipulated in the Special Conditions of the Contract within a period of fourteen (14) days after the receipt of Letter of Acceptance.

Authorized Signature:

Name and Title of Signatory: Name of Agency:

Attachment: Contract

Copy: Appointing Authority and Supplier

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## QUESTIONNAIRE TO BE FILLED IN BY BIDDER

Firm is required to provide confirmation of following points and in case of any change, same is to be highlighted in remarks column.

S No	Description	Yes No	/	Remarks
1.	Whether stores offered conform to the specification and confirmation to this effect has been made in the quotation given in Form Annex "IX"			
2.	Whether deviation from the demanded specification is attached with Annex "IX"			
3.	Whether complete quotation has been submitted in <b>duplicate</b> .			
4.	Whether the prices are inclusive of taxes/duties.			
5.	Whether <b>Annexures are (as Applicable)</b> duly filled in and signed by the Bidder have been returned in herewith.			
6.	Whether copy of valid registration / business authorization of firm have been enclosed herewith			
7.	<b>Bid Security</b> is sealed in separate envelope and placed in financial bid envelope.			
8.	Whether details of financial capability (Bank Statement etc.) and financial load of contracts outstanding against your firm have been provided.			
9.	It is confirmed that no Taxes / Duties & Dues payable to Pakistan Govt. are outstanding at the part of vendor / firm.			
10.	Copy of NTN, sales tax certificate <b>OR</b> Equivalent Tax compliance Certificate (for foreign firms) has been attached.			
11.	It is confirmed that firm and their proprietors have not been in litigation / blacklisted by any Govt./Semi-Govt. / Autonomous body			
12.	Valid, original agency agreement has been attached with quotation.			
13.	Unit Price has been provided against same unit of issue as mentioned in it. In case of change in unit of issue, price has been converted as per its unit of issue in a separate column along with conversion formula			
14.	Specimen of End User Certificate has been attached (If required)			
15.	Country of origin and port of shipment have been mentioned.			
16.	All requisite documents as per <b>Para 16</b> of Invitation to tender have been attached.			
17.	5 % Performance Security will be provided within 30 days of signing of contract			
18.	Warranty / Guarantee will be provided for required period			
19.	Letter of Authorization to sign Tender Documents on behalf of firm has been attached.			
20.	Incoterm is as per IT .i.e. FOR / FCA / FOB etc			
21.	Offer is without any condition			
21.	All terms and conditions mentioned in IT documents are acceptable			

**Dated:** \_\_\_\_\_

**(Signature of Bidder & Stamp)**

**[ON RUPEES 200 STAMP PAPER]**

**NON-DISCLOSURE AGREEMENT (NDA) OF  
CONFIDENTIAL INFORMATION**

Except as required to further the relationship between GWAlpha Tech (Pvt) Ltd and M/s xxxxxxxx or as expressly authorized in writing on behalf of GW Alpha, M/s xxxxxxxx, its shareholders / partners, directors, advisors, officers, and employees shall not disclose, provide or share directly or indirectly by any mean (verbal, writing, social media), any Confidential Information (partial or complete) during the period of his /her relationship with GW Alpha or any time after the termination of such relationship.

Signed  
Purchaser  
Dated

Signed  
Seller  
Dated

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**CONTRACT FOR SUPPLY OF GOODS**

**BETWEEN**

**GWALPHA TECH PVT, LTD**

**AND**

[\_\_\_\_\_]

**CONTRACT No** [\_\_\_\_\_]

**DATE:** [\_\_\_\_\_]



## GENERAL CONDITIONS OF THR CONTRACT (GCC)

*This Section includes the general clauses to be applied in all the contracts. This Section contains provisions that are to be used without modifications.*

### 1. Definitions

The following words and expressions shall have the meanings hereby assigned to them

#### 1.1. Authority

Means Public Procurement Regulatory Authority.

#### 1.2. Arbitrator.

The person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC Clause 31 hereunder.

#### 1.3. Contract

The "Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

#### 1.4. Commencement Date.

The "Commencement Date" is the date when the Supplier shall commence execution of the contract as specified in the SCC.

#### 1.5. "Completion"

means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.

#### 1.6. Country of Origin"

means the countries and territories eligible under the PPRARules 2004 and its corresponding Regulations as further elaborated in the SCC.

#### 1.7. Contract Price

is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract

#### 1.8. Defective Goods"

are those goods which are below standards, requirements or specifications stated by the Contract.

#### 1.9. Delivery"

means the transfer of the goods from the supplier equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under Contract.

#### 1.10. Effective Contract date"

is the date shown in the Certificate of Contract Commencement issued by the Procuring Agency upon fulfillment of the conditions precedent stipulated in GCC Clause

3.

- 1.11. **“Procuring Agency”**  
means the person named as Procuring Agency in the SCC and the legal successors in title to this person, procuring the Goods and related service, as named in SCC.
- 1.12. **“Related Services”**  
meanstheseservicesancillaryto  
thedeliveryoftheGoods,suchastransportationandinsurance,andanyotherincidentalserv  
ices,suchasinstallation,commissioning,provisionoftechnicalassistance,training,initialm  
aintenanceandother suchobligations of the Supplier covered under the Contract.
- 1.13. **“GCC”**  
meanstheGeneralConditionsofContract containedinthissection.
- 1.14. **“Intended Delivery Date”**  
isthedateonwhichitisintendedthattheSuppliershalleffectdeliveryasspecifiedinthe**SCC**.
- 1.15. **“SCC”**  
meanstheSpecialConditionsofContract.
- 1.16. **“Supplier”**  
meanstheindividualprivateorgovernmententityoracombinationoftheabove  
whoseBidtoperformthecontracthasbeenacceptedbytheProcuringAgencyandisnamed  
assuchinthe Contract Agreement, and includes the legal  
successorsorpermittedassignsofthesupplierandshallbe namedinthe**SCC**.
- 1.17. **“Project Name”**  
meansthennameoftheprojectstated in**SCC**.
- 1.18. **“Day”**  
meanscalendarday.
- 1.19. **“Eligible Country”**  
meansthecountriesandterritories eligibleforparticipationinaccordancewiththe  
policiesoftheFederalGovernment.
- 1.20. **“End User”**  
meanstheorganization(s)wherethe goodswillbeused,asnamedinthe**SCC**.
- 1.21. **“Origin”**  
meanstheplacewheretheGoodswere mined,grown,orproducedorfromwhichthe  
Servicesaresupplied.Goodsareproducedwhen,  
throughmanufacturing,processing,orsubstantialandmajor  
assemblyofcomponents,acommerciallyrecognizednewproducerresultsthatissu  
bstantiallydifferentinbasiccharacteristicsorinpurposeorutilityfromitscomponents.
- 1.22. **“Force Majeure”**
-

means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances. and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

**1.23. "Specification"**

meanstheSpecificationoftheGoodsandperformanceofincidentalservicesinaccordance withtherelevantstandardsincludedintheContract andanymodificationoradditionmadeorapprovedby the Procuring Agency.

**1.24. The Supplier's Bid**

isthecompletedBid documentsubmitted by the Supplier to the ProcuringAgency.

**2. Application and Interpretation**

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

2.2. IninterpretingtheseConditionsofContractheadingsandmarginalnotesare usedforconvenienceonlyandshallnotaffect theirinterpretationsunless specifically stated;referencetosingularincludethepluralandviceversa;andmasculineinclud ethefeminine.Wordshavetheirordinarymeaningunderthelanguageofthe Contractunless specificallydefined.

2.3. The documents forming the Contract shall be interpreted in the following order of priority: -

2.3.1. Form of Contract,

2.3.2. Special Conditions of Contract

2.3.3. GeneralConditionsofContract,

2.3.4. LetterofAcceptance,

2.3.5. Certificate of Contract Commencement

2.3.6. Specifications

2.3.7. Contractor'sBid,and

2.3.8. AnyotherdocumentlistedintheSpecialConditionsofContractasformingpar totheContract.

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### **3. Conditions Precedent**

- 3.1. Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied:-
  - 3.1.1. Submission of performance Security (or guarantee) in the forms specified in the SCC;
  - 3.1.2. Furnishing of Advance Payment Unconditional Guarantee.
- 3.2. If the Condition precedent stipulated on GCC Clause 3.1 is not met by the dates specified in the SCC this contract shall not come into effect;
- 3.3. If the Procuring Agency is satisfied that each of the conditions precedent in this contract has been satisfied (except to the extent waived by him, but subject to such conditions as he shall impose in respect of such waiver) he shall promptly issue to the supplier a certificate of Contract commencement, which shall confirm the start date.

### **4. Governing Language**

- 4.1. The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in the language specified in SCC. Subject to GCC Clause 3.1, the version of the Contract written in the specified language shall govern its interpretation.

### **5. Applicable Law**

- 5.1. The contract shall be governed and interpreted in accordance with the laws of Pakistan, unless otherwise specified in **SCC**.

### **6. Country of Origin**

- 6.1. The origin of Goods and Services may be distinct from the nationality of the Supplier.

### **7. Standards**

- 7.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, the American Standards (such as ACI, IEEE, ASME, etc.) or the Pakistani standards such as PSQCA. Such standards shall be the latest issued by the concerned institution.

### **8. Use of Contract Documents and Information; Inspection and Audit by the Government of Pakistan**

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

8.2. The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in **GCC Clause 7.1** except for purposes of performing the Contract.

8.3. Any document, other than the Contract itself, enumerated in **GCC Clause 7.1** shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

8.4. The Supplier shall permit the Government of Pakistan or/and donor agencies involved in financing the project to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government of Pakistan or/and the appropriated donor agencies, if so required by the Government of Pakistan or /and the appropriated donor agencies.

## 9. Patent and Copy Rights

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

9.2. The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent rights in such materials shall remain vested in such third party.

## 10. Performance Security (or Guarantee)

10.1. The Performance Security (or Guarantee) shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a bank or surety acceptable to the Procuring Agency, and denominated in the types and proportions of the currencies in which the Contract Price is payable as specified in the **SCC**.

10.2. The proceeds of the Performance Security (or Guarantee)

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shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

10.3. The Performance Security (or Guarantee) shall be in one of the following forms:

10.3.1. A bank guarantee, an irrevocable letter of credit issued by a reputable bank, or in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency; or

10.3.2. A cashier's or certified check

10.3.3. The performance security (or guarantee) will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in **SCC**.

## 11. Inspections and Test

11.1. The Procuring Agency or its representatives shall have the right to inspect and/or test the Goods to confirm their conformity to the Contract specifications and to incur no extra cost to the Procuring Agency. **SCC** and the Technical Specifications shall specify what inspections and tests the Procuring Agency shall notify the Supplier in writing or in electronic form that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for these purposes.

11.2. 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 Procuring Agency.

11.3. Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall replace the rejected Goods to meet specification requirements free of cost to the Procuring Agency.

11.4. The Procuring Agency's right to inspect, test and, where necessary, reject Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or affected by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.

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11.5. Nothing in **GCC Clause 10** shall in any way release the supplier from any warranty or other obligations under this Contract.

## 12. Packing.

12.1. The suppliers shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing cases size and weight 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.

12.2. 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 Procuring Agency.

## 13. Delivery and Documents

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

13.2. For purposes of the Contract, "EXW", "FOB", "FCA", "CIF", "CIP," and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris.

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

## 14. Insurance

14.1. The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the **SCC**.

## 15. Transportation

15.1. Where the Supplier is required under Contract to deliver the Goods FOB, transport of the Goods, up to and including the

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point of putting the Goods on board the vessel at the specified port of loading, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under the Contract to deliver the Goods FCA, transport of the Goods and delivery into the custody of the carrier at the place named by the Procuring Agency or other agreed point shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

15.2. Where the Supplier is required under Contract to deliver the Goods CIF or CIP, transport of the Goods to the port of destination or such other named place of destination in Pakistan, as shall be specified in the Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price.

15.3. Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined as the Project Site, transport to such place of destination in Pakistan, 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.

## 16. Related Services

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

16.1.1. Performance or supervision of on-site assembly, Installation Commissioning and/or start-up of the supplied Goods;

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

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

16.1.4. Performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

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

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16.2. Prices charged by the Supplier for related services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

## 17. Spare Parts.

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

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

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

17.1.2.1. advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and

17.1.2.2. following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested

## 18. Warranty/ Defect Liability Period

18.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.

18.2. This warranty shall remain invalid for a period specified in the SCC 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, or for a period specified in the SCC after the date of shipment from the port

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or place of loading in the source country, + whichever period concludes earlier, unless specified otherwise in **SCC**.

- 18.3. The Procuring Agency shall promptly notify the Supplier in writing or in electronic form that provides record of the content of communication of any claims arising under this warranty.
- 18.4. Upon receipt of such notice, the Supplier shall, within the period specified in **SCC** and with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW to the port or place of entry to the final destination.
- 18.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in **SCC**, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.

## 19. Payment

- 19.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in **SCC**.
- 19.2. The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic form that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to **GCC Clause 13**, and upon fulfillment of other obligations stipulated in the Contract.
- 19.3. Payments shall be made promptly by the Procuring Agency, within sixty (60) days after submission of an invoice or claim by the Supplier. If the Procuring Agency makes a late payment, the Supplier shall be paid interest on the late payment. Interest shall be calculated from the date by which the payment should have been made up to the date when the late payment is made at the rate as specified in the **SCC**.
- 19.4. The currency or currencies in which payment is made to the Supplier under this Contract shall be specified in **SCC** subject to the following general principle: payment will be made in the currency or currencies in which the payment has been requested in the Supplier's Bid.
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19.5. All payments shall be made in the currency or currencies specified in the **SCC** pursuant to **GCC Clause 19.4**

## 20. Prices

20.1. The contract prices shall be as specified in the Contract Agreement Subject to any additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

20.2. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in **SCC** or in the Procuring Agency's request for Bid Validity extension, as the case may be.

## 21. Change Orders.

21.1. The Procuring Agency may at any time, by a written order given to the Supplier pursuant to **GCC Clause 22**, make changes within the general scope of the Contract in any one or more of the following:

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

21.1.2. The method of shipment or packing;

21.1.3. The place of delivery; and/or

21.1.4. The Services to be provided by the Supplier.

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

21.3. Prices to be charged by the supplier for any related services that might be needed but which were not included in the Contract shall be agreed upon in advance by the Parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

## 22. Contract Amendments

22.1. Subject to **GCC Clause 20**, no variation in or modification of the terms of the Contract shall be made except by written amendments signed by the parties.

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## 23. Assignment

- 23.1. Neither the Procuring Agency nor the Suppliers shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party.

## 24. Sub-contract

- 24.1. The Suppliers shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.
- 24.2. Subcontracts must comply with the provision of **GCC Clause 5**.

## 25. Delays in the Supplier's Performance

- 25.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the timeschedule prescribed by the Procuring Agency in the Schedule of Requirements.
- 25.2. 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 Suppliers shall promptly notify the Procuring Agency in writing or in electronic form that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extensions shall be ratified by the parties by amendment of Contract.
- 25.3. Except as provided under **GCC Clause 28**, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to **GCC Clause 26**, unless an extension of time is agreed upon pursuant to **GCC Clause 25.2** without the application of liquidated damages.

## 26. Liquidated Damages

- 26.1. Subject to **GCC Clause 28**, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a
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26.2. sumeivalenttothepercentagespecifiedin **SCC Clause 16.1.2**ofthedeliveredpriceofthedelayedGoodsorunperformedServicesforeachweek orpartthereofofdelay untilactualdeliveryorperformance,uptoamaximumdeduction oftheperformancesecurity(orguarantee) specifiedin**SCC**.Oncethesaidmaximumisreached,the ProcuringAgencymayconsiderterminationoftheContract pursuantto**GCCClause26**.

## 27. Terminationfor Default

27.1. TheProcuringAgencyorthesupplier,withoutprejudicetoanyotherremedyforbre achofContract,bywrittennoticeofdefaultsenttotheconcernedpartymayterminatetheC ontractiftheotherpartycausesafundamentalbreachoftheContract.

27.2. FundamentalbreachesofContractshallinclude, butshallnot belimitedtothefollowing:

27.2.1. theSupplierfailstodeliveranyoralloftheGoodswithintheperiod(s) specifiedintheContract,orwithinanyextensionthereofgrantedbythePro curing Agency pursuant to**GCCClause24**;or

27.2.2. the Supplier fails to perform any other obligation(s) undertheContract;

27.2.3. Supplier's failure to submit performance security (or guarantee) within the time stipulated in theSCC;

27.2.4. thesupplierhasabandonedorrepu diatedthe contract.

27.2.5. the ProcuringAgencyorthesupplierisdeclared bankrupt or goes into liquidation other than fora reconstructionoramalgamation;

27.2.6. apaymentisnotpaidbytheProcuringAgencytothe Supplierafter84daysfromtheduedateforpayment;

27.2.7. theProcuringAgencygivesNoticethatgoodsdeliveredwithadefec tisafundamentalbreachofContractandtheSupplierfailstocorrectitwithin a reasonableperiodoftimedeterminedbytheProcuring Agency;and

27.2.8. iftheProcuringAgencydetermines, basedonthe reasonableevidence,thattheSupplierhasengagedin corrupt,coercive,collusive,obstructiveorfraudulent practices,incompetingfororinexecutingthe Contract.

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27.3. For the purpose of this clause:

27.3.1. "Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (f) of Public Procurement Rules-2004.

27.4. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to **GCC Clause 26.1**, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Suppliers shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Suppliers shall continue performance of the Contract to the extent not terminated.

## 28. Termination for Force Majeure

28.1. Notwithstanding the provisions of **GCC Clauses 25, 26, and 27**, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay or is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.

For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent

28.2. If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstances of Force Majeure in writing or in electronic form that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic form that provide record of the content of communication, the Suppliers 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.

## 29. Termination for Insolvency

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

### 30. Termination for Convenience

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

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

30.2.1. To have any portion completed and delivered at the Contract terms and prices; and/or

30.2.2. To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for material and parts previously procured by the Supplier.

### 31. Disputes Resolution

31.1. In the event of any dispute arising out of this contract, either party shall issue an notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties.

31.2. After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decisions shall be binding to the Parties.

### 32. Procedure for Disputes Resolution

32.1. The arbitrations shall be conducted in accordance with the arbitration procedure published by the Institution named and \_\_\_\_\_ in the places shown in the **SCC**.

32.2. The rate of the Arbitrator's fee and administrative costs of arbitrations shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.

32.3. The arbitrations shall be conducted in accordance with the arbitration procedure published by the institution named and in the places shown in the **SCC**.

### 33. Replacement of Arbitrator

33.1. Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties.

### 34. Limitation of Liability

34.1 Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to **GCC Clause 8**,

34.1.1. The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency; and

34.1.2. The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.

### 35. Notices

35.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic form that provides record of the content of communication and confirmed in writing or in electronic form that provides record of the content of communication to the other party's address specified in **SCC**.

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

### 36. Taxes and Duties

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- 36.1. A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and others such levies imposed outside Pakistan.
  - 36.2. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best effort to enable the Supplier to benefit from any such tax saving to the maximum allowable extent.
  - 36.3. A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.
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## **SPECIAL CONDITIONS OF CONTRACT (SCC)**

The following Special Conditions of Contract (SCC) shall supplement the GCC. Whenever there is a conflict, the provisions here in shall prevail over those in the GCC.

### **1. Definitions**

The following words and expressions shall have the meanings hereby assigned to them

- 1.1. **The Procuring Agency** \_\_\_\_\_
  - 1.2. **The Supplier** \_\_\_\_\_
  - 1.3. **Title of the Project** \_\_\_\_\_
  - 1.4. **Annexure** means the Annexure to the Contract
  - 1.5. **Clause** means the Clause of the Contract
  - 1.6. **Completion Certificate** means the certificate issued by the Purchaser to the Supplier under Clause 20
  - 1.7. **Physical Inspection** Functional Check and Final Acceptance Test” or “FAT” means the final acceptance test carried out as per Annexure II
  - 1.8. **Goods** means Procurement of Items, Delivered or to be Delivered to the Purchaser by the Supplier under Clause 2
  - 1.9. **Government** means the Government of Pakistan and includes any entities owned or controlled by it
  - 1.10. **Month** means a calendar month or thirty (30) days for purposes of Clauses where word month has been used
  - 1.11. **Performance Guarantee** means the bank guarantee furnished or to be furnished by the Supplier to the Purchaser under Clause 08.
  - 1.12. **Site** means the place provided by the Purchaser where Supplier will Deliver the Goods
  - 1.13. **Spare Parts** means the spare parts Delivered or to be Delivered to the Purchaser by the Supplier under Clause 13
  - 1.14. **Specifications** means the technical specifications and standards, and includes the Purchaser’s requirements, established under Clause 2.1
  - 1.15. Time for completion means the time for Delivery of Goods as specified in **Clause 17.**
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1.16. **Warranty Period** means the warranty period for the Goods as specified in Clause 15, as the case may be

1.17. **Year** means a calendar year

## 2. **The Goods**

2.1. The Supplier shall Deliver to the Purchaser the Goods specified in Annexure II.

2.2. The Supplier represents and warrants that the Goods specified in Annexure I are sufficient in all respects, including quantity and quality, to fully achieve the Objective. If during execution of the Contract any other goods are deemed necessary for fully achieving the Objective, then such goods shall be delivered to the Purchaser by the Supplier without additional cost to the Purchaser.

## 3. **Licences**

3.1. The Supplier shall obtain from the government concerned all permits, export licenses, etc. required for the export and Delivery of the Goods, provided that the Purchaser shall provide the End User Certificate, if required.

## 4. **Governing Language**

4.1. The English text of the Contract shall be treated as the authentic text for all purposes including interpretation.

## 5. **Applicable Law**

5.1. The Contract shall be governed by and construed in accordance with the laws of Pakistan and the Pakistani courts shall have sole jurisdiction in relation to all matters arising out of these terms.

## 6. **Applicable Law**

6.1. The Contract shall be governed by and construed in accordance with the laws of Pakistan and the Pakistani courts shall have sole jurisdiction in relation to all matters arising out of these terms

## 7. **Country of Origin**

7.1. Country / countries of origin of goods is / are \_\_\_\_\_

## 8. **Performance Security (or guarantee)**

8.1. To ensure timely and correct supply of Facility, the Seller will furnish a **Performance Guarantee in shape of Warranty Bank Guarantee or Call Deposit Receipt (CDR)** for an amount of Rs \_\_\_\_\_ being 5 % of the total contract cost at the time within 14 days of letter of acceptance, in favour of **GW ALPHA Tech (Pvt) Ltd.**

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8.2. In case of **Bank Guarantee** submission -The same will be endorsed in favour of **GW ALPHA** as per Annexure 'VI' of the contract.

8.3. In the event of unsatisfactory performance or any breach of terms of Contract, the Performance Guarantee shall be forfeited by the Purchaser. Seller undertakes not to hinder / restrain its encashment through Court, extra judicial or any other (including administrative) process.

8.4. **Validity of Performance Guarantee**

The Performance Guarantee shall be valid for two months beyond completion of warranty period. In case Performance Guarantee has gone expired and the Seller is reluctant to extend the same, then Purchaser will stop payments of equal amount of the Seller and initiate necessary action in this regard.

8.5. **Submission of Performance Guarantee**

Performance Guarantee shall be submitted by the Seller to the Purchaser within 14 Days of signing of letter of Acceptance. The Purchaser will scrutinize that the same is in conformity with the format given in request for proposal and will obtain verification of Performance Guarantee from the issuing bank.

8.6. If the Seller fails to produce the Performance Guarantee within the specified period, the Purchaser reserves the following rights: -

- (a) Right of encashment of Bid Security deposited by the Seller forthwith.
- (b) Right of Cancelling the Contract at the Risk & Expense of the Seller.

8.7. **Release of Performance Guarantee: -**

The Performance Guarantee will be returned to the Seller by the Purchaser on receipt of instruction from the End User after completion of warranty period of the goods as per Annexure 'V'. The Seller will dispatch '**No Demand Certificate**' to End User as per Annexure 'IX' of the Contract.

9. **Indemnity**

9.1. The Supplier shall remain responsible for the Delivered Goods, which shall be fit for the intended purposes of the Contract and it shall also remain responsible for any infringement of any patent or copyright in respect of the same.

9.2. The Supplier agrees to indemnify the Purchaser from and against all liabilities, losses and costs of any kind which relate to any misrepresentation or breach of warranty under the Contract.

9.3. The obligation to indemnify shall include all reasonable costs and expenses, including but not limited to disbursements and legal fees.

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## 10. **Confidentiality**

- 10.1. The Supplier and its employees shall not communicate any information relating to the Delivery of Goods to any person not authorized in writing by the Purchaser. Failure to observe this Clause will render the Supplier to legal action.
- 10.2. The obligations set forth herein shall survive the cancellation or termination of the Contract for any reason.
- 10.3. The Supplier acknowledges and agrees that any breach of the terms of this Clause would cause irreparable harm to the Purchaser and agrees that the Purchaser shall be entitled, in addition to whatever remedies may otherwise be available under the Contract or at law, to injunctive relief or other applicable equitable remedies with respect to any such actual or threatened breach.
- 10.4. The Purchaser acknowledges that the Supplier may be required by law of Pakistan to provide specific information in the Contract to governmental authorities in Pakistan for issuance of license(s) for export of Goods and agrees that this shall not be interpreted as a breach of confidentiality.

## 11. **Inspections, Tests and Packing**

- 11.1. Will be carried out as per Annexure III of the contract document.

## 12. **Insurance**

- 12.1. The Insurance shall be in an amount equal to 110 percent of the applicable INCOTERM value of the Goods from “warehouse” to “warehouse” on “All Risks” basis, including War Risks and Strikes.

## 13. **Spare Parts**

- 13.1. The Supplier shall provide at no additional cost operational spares and consumable support materials for two (2) years after issuance of the Completion Certificate.

## 14. **Terms and Conditions of Shipment**

- 14.1. Goods shall be supplied to the Purchaser on DDP basis on the terms and conditions specified herein.
  - 14.2. The Goods shall be accompanied by the Supplier's Warranty/Guarantee Certificate, specified in Annexure V, regarding the quality and quantity subject to these being technically checked and tested where necessary and accounted for on arrival at the Purchaser's ware-house. The Supplier will render Warranty/Guarantee Certificate in duplicate to the Purchaser, as soon as the Goods have been dispatched. During installation and commissioning if any Goods are found faulty, the Supplier will replace those free of cost. It will be obligatory for the Supplier to identify the Goods by inscribing thereon or attaching thereto a Warranty label to the following effect.
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14.3. The Warranty/Guarantee shall remain valid for a period of twelve (12) months from the date of Completion Certificate

**WARRANTY**

Expiry Date: [ \_\_\_\_\_ ]

Supplier's Name: [ \_\_\_\_\_ ]

14.4. In case the Goods, on checking and testing after receipt at the Purchaser's Site, are found to be not in conformity with the Specifications, the Supplier will replace the rejected Goods by next business day (max 10 working days, if goods are imported) acceptable Goods free of cost and without any obligation to the Purchaser. Rejected Goods will be disposed off by the Supplier under its own arrangements.

**15. Warranties**

15.1. The Supplier warrants that the quality of all the Goods Delivered hereunder shall comply in all respects with the requirements of any statutory enactment, rule, regulation, order, contract or any other instrument having the force of law, which may be in operation at the time of Delivery of the Goods.

15.2. Unless otherwise specified for particular Goods, the warranty period for the Delivered Goods shall be twelve (12) months from the issuance of the Completion Certificate.

15.3. If any Goods become defective within the Warranty Period other than as a result of a failure of the Purchaser to use the Goods in accordance with the written instructions provided by the Supplier to the Purchaser, then the Supplier shall repair or replace the defective Goods as soon as is reasonably practicable (max 15 days including holidays) following a request from the Purchaser. The Supplier shall forthwith collect all such defective Goods or the Purchaser shall return the Goods to the Supplier at the Supplier's risk and expense. If the defective Goods are incapable of being replaced or repaired then the Supplier shall refund to the Purchaser the total Price paid by the Purchaser to the Supplier for such Goods. The warranty period of the repaired or replaced Goods shall be twelve (12) months from the date of the repair or replacement, as the case may be.

15.4. The Supplier shall ensure that compatible spares are at factory prices to facilitate repairs (where applicable) for a period of at least five (5) years from the issuance of the Completion Certificate.

15.5. The Supplier warrants that the Goods are now free, and that at the time of Delivery shall be free from any security interest or other lien or encumbrance. If any such lien will attach or any claim for such is filed, Supplier will immediately procure the discharge thereof without any further cost to the Purchaser.

15.6. The Supplier warrants that it neither knows nor has reason to believe the existence of any outstanding title or claim of title hostile to the rights of the Supplier in the Goods.

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## 16. Purchaser's Options on Non-Delivery of Goods

16.1. The Supplier shall Deliver the Goods to the Purchaser within the time frame specified in the Contract. If failure to Deliver the Goods within the specified time frame, shall not have arisen because of "Force Majeure", the Purchaser shall be entitled at its option:

16.1.1. To cancel the Contract and forfeit the Performance Guarantee; or

16.1.2. To withhold any payment due to the Supplier until all the Goods have been Delivered and directly deduct or recover, where considered necessary, as liquidated damages the sum up to 2% but not less than 1% of the itemized prices of the un-Delivered Goods for each and every month, or part thereof thereafter, beyond the specified dates of Delivery during which these may not be delivered, subject to a maximum of 10% of the total Contract Price of the Goods; or

16.1.3. To repurchase from elsewhere, at the risk and expense of the Supplier, other goods of the same or similar description as it thinks fit to make good this default to the extent necessary, by canceling the Contract, either wholly or for the un-Delivered balance and with or without intimation to the Supplier who shall be liable for any loss which the Purchaser may sustain due to repurchase but shall not be entitled to any gain on repurchase.

16.2. The Goods shall be deemed to have been delivered when repurchased Goods are delivered to the Purchaser.

## 17. Time Schedule and Term

17.1 The Supplier shall Deliver the Goods in accordance with the time schedule specified in **Annexure II** within [60] days of the Effective Date. The timely Delivery of Goods by the Supplier is the essence of the Contract.

17.2 The Supplier shall commence the Delivery of Goods on the Effective Date, proceed expeditiously and without delay, and complete the Delivery within the Time for Completion.

17.3 The Supplier shall be entitled to an extension to the Time for Completion if it is or will be delayed by Force Majeure. On receipt of an application from the Supplier, the Purchaser shall consider all supporting details provided by the Supplier and shall extend the Time for Completion as appropriate.

17.4 If the Supplier fails to complete the Delivery within the Time for Completion, the Supplier shall be liable to the Purchaser for such failure and pay liquidated damages as provided in Clause 16.1.2 for each month, or part thereof thereafter, for which it fails to complete the Delivery.

17.5 The Supplier shall be entitled, subject to Clause 17.3, to an extension of the Time for Completion if and to the extent that completion is or will be delayed by any cause(s)

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attributable to the Purchaser. If the Supplier considers itself to be entitled to an extension of the Time for Completion, it may, after giving a reasonable opportunity to the Purchaser to cure any apparent delay, give notice to the Purchaser specifying the reason for the delay attributable to the Purchaser. When determining each extension of time, the Purchaser shall review previous determinations and may increase, but shall not decrease, the total extension of time.

## **18. ForceMajeure**

- 18.1 "Force Majeure" means an exceptional event or circumstance, which is beyond a Party's control; which such Party could not reasonably have provided against before entering into the Contract; which, having arisen, such Party could not reasonably have avoided or overcome; and, which is not substantially attributable to the other Party.
- 18.2 The Supplier shall, within fifteen (15) days of its commencement, notify the Purchaser of any such event, act or circumstance which is relied upon by the Supplier for its inability to comply with its obligation. The Purchaser shall have the right to conduct investigations to satisfy itself about the genuineness of the "Force Majeure" event, act or circumstance. Non-availability of raw material for the manufacture of the Goods or export permit for the export of the Goods from the country of its origin shall not constitute "Force Majeure."
- 18.3 If by reason of "Force Majeure" the Goods are not delivered by the due date, then the Delivery Period may be extended appropriately for the purpose, provided the said Goods shall be ready to be delivered within one (1) month of the stipulated delivery date. If the said Goods are not ready to be delivered after the lapse of one (1) month as aforementioned, then the Purchaser shall have the right to cancel the Contract by informing the Supplier of the cancellation in writing. This, however, will not apply to consignments of Goods already accepted and delivered according to the terms of the Contract. The Supplier shall not be entitled to any compensation whatsoever as a result of this cancellation.

## **19. Acceptanceof Goods**

- 19.1. The acceptance of the Goods is contingent upon the successful completion of the FAT of the Goods in accordance with the terms of the Contract.

## **20. CompletionCertificate**

- 20.1. The Purchaser shall, upon satisfactory completion of the FAT, issue a Completion Certificate to the Supplier as acknowledgement of the complete Delivery of Goods.
- 20.2. The specimen of the Completion Certificate shall be in the Form attached hereto as Annexure IV.
- 20.3. The Supplier shall, install, commission, test and trial run the Delivered Goods at Site.

## **21. Contract Price**

- 21.1. The price of the Goods are fixed and amount to a total DDP contract value of Rs \_\_\_\_\_ (inclusive applicable GST) only (\_\_\_\_\_ /- only). Payment for the

Goods shall be based on the itemized amounts specified in Annexure II.

## 22. Terms of Payment

- 22.1. Payment after deduction of the applicable taxes and duties, shall be made within thirty (30) days with 15 days of grace period by GWAlpha Tech Pvt Ltd Rawalpindi, upon receipt of error free invoice along with valid Sales Tax Annexure "C". The invoice, in favour of "GWAlpha Tech Pvt Ltd, Rawalpindi NTN 9139105-1" shall be submitted to the purchaser.
- 22.2. Firm is to present a Sales Tax invoice (where applicable) / numbered bill for the amount agreed upon for the goods / services provided.
- 22.3. Income Tax on the amount of bill will be deducted at source.
- 22.4. Bank charges incidental to the withdrawal of payment shall be borne by the Supplier.
- 22.5. Invoice must accompany; (a) copy of Contract/PO, (b) Delivery note (c) Acceptance Certificate by end user

## 23. Termination

- 23.1. **If** at any time during the currency of the Contract, the Purchaser decides to terminate the Contract for any reason whatsoever (other than for reason of failure to Deliver the Goods), it shall have the right to do so by giving the Supplier a notice to that effect. In that event, the Purchaser will accept delivery, at the itemized price and terms, of such of the Goods then in the actual possession of the Purchaser.
- 23.2. In the case of remainder of the undelivered Goods, the Purchaser may select either:
- 23.3. To have any part thereof completed and take the delivery thereof at the itemize prices, or
- 23.4. To cancel the residue and pay to the Supplier for the Goods or components thereof in the actual possession of Supplier at the prices to be determined by the Purchaser in which case Goods in the possession of Supplier shall be delivered by the Supplier.
- 23.5. No payment shall, however, be made for any Goods not yet in the actual possession of Supplier on the date notice of termination is received.
- 23.6. In the event of the supplier refusing to carry out the work, or leaving incomplete, at any time or after the commencement of supply/installation, the supplier shall pay as compensation an amount equal to, ten percent or such smaller amount as the authority at NASTP (whose decision in writing shall be final) may decide, on the amount of the estimated cost of the whole work as shown in the BOQ, by notice in writing, rescind the contract in which case the whole of the performance security deposit of the Supplier (whether paid in one sum or deducted by installments) shall stand forfeited and be absolutely at disposal of NASTP and the same consequences shall ensure as if the contract has been rescinded under

Clause 23 hereof.

#### **24. Dispute Resolution**

- 24.1. All matters of dispute or difference, except regarding rejection of the Goods by the Purchaser, the settlement of which is not otherwise specially provided for in the Contract and which cannot be amicably solved within thirty (30) days after claim proposed by one Party to the other Party, shall be referred for adjudication to two arbitrators, one to be nominated by each party, who before entering upon the reference shall appoint an umpire by mutual agreement, and if they do not agree a judge of the superior court of Pakistan shall appoint the umpire.
- 24.2. The arbitration proceedings shall be held in Pakistan.
- 24.3. The decision and award of the arbitrators shall be based on the provisions of the Contract. The arbitrators shall render a detailed written decision, which includes their findings of fact and applicable rules of law. The cost of arbitration shall be included in any award made.
- 24.4. The decision or award of the arbitrators shall be final and binding on the Parties and may be executed against them in a court of competent jurisdiction.

#### **25. Continuing Obligation**

- 25.1 Each Party shall continue to fulfill its obligations pending resolution of any dispute or difference arising out of or relating to the Contract.

#### **26. Representations and Warranties of Supplier**

- 26.1. The Supplier represents and warrants that the person, signing the Contract or any other document forming part of the Contract on behalf of the Supplier, has authority to bind the Supplier to the terms and conditions of the Contract.

#### **27. Responsibility for Contract**

- 27.1. It is clearly understood and agreed by the Supplier that the Purchaser is solely responsible for the Contract.

#### **28. Modifications and Severability**

- 28.1. No modification, alteration, or amendment of any provision hereof shall be binding unless contained in writing and signed by the Parties duly authorized representatives.
- 28.2. If any part of the Contract is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remainder of the Contract shall not be affected.
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## 29. Waiver

- 29.1. Failure or neglect by either party to enforce at any time any of the provisions hereof shall:
  - 29.1.1. Not operate or be construed or deemed to be a waiver of its rights hereunder;
  - 29.1.2. Not justify any other or further default whether of a like or different character;
  - 29.1.3. Not prejudice its rights to take subsequent action.
- 29.2. No waiver by a Party of any default by the other Party in the performance of any of the obligations under the Contract shall be effective unless in writing duly executed by an authorized representative of the Party.
- 29.3. No approval or consent or absence of comment by the Purchaser or the Purchaser's representative shall affect the Supplier's obligations.

## 30. Taxes

- 30.1. Any tax, duty or fee, imposed on the Supplier, its sub-Suppliers or employees, as a consequence of executing the Contract, shall be the obligation of the Supplier. The Contract Price shall not be adjusted for any of these costs.
- 30.2. The Supplier shall accordingly pay for all such taxes, duties and fees, as required by the laws of Pakistan.
- 30.3. The Supplier shall indemnify and hold the Purchaser harmless against and from the consequences of any failure to do so.
- 30.4. Where required under the laws of Pakistan, the Purchaser shall withhold or deduct any tax, duty or fee, from any payment to Supplier as may be required under the laws of Pakistan. In doing so, the Purchaser shall be entitled to take benefit of any lawful concessions and exemptions provided under the laws of Pakistan.

## 31. Assignment

- 31.1. The Supplier shall be entirely responsible for the execution of the Contract in all respects in accordance with the terms of the Contract. The Supplier shall not assign the Contract to any third party without the prior written consent of the Purchaser. Any unauthorized assignment in violation of the Contract shall be void and without legal effect.

## 32. Declaration of Integrity

- 32.1. The Supplier shall furnish a declaration of integrity in the form attached hereto as **Annexure VII**, regarding any fees, commission and brokerage etc. paid

or intended to be paid by it in connection with the procurement of the Contract.

### **33. Annexure**

33.1. The Annexure are an integral part of the Contract:

Annexure I:	Form of Contract
Annexure II	List of Goods, Time Schedule, Itemized Prices and Technical Specifications, Standards & Quality Requirements
Annexure III:	Physical inspection and testing
Annexure IV:	Form of Completion Certificate (for the Supply of Goods)
Annexure V:	Warranty/Guarantee Certificate for Goods
Annexure VI:	Performance Guarantee
Annexure VII:	Declaration of Integrity
Annexure VIII:	No Demand Certificate
Annexure IX:	Letter of Acceptance

### **34. Entirety**

34.1. The Contract replaces and supersedes any and all other prior written or oral representations, negotiations, or other communications of every kind pertaining to the formation and execution of the Contract, including the Tender Document and Supplier's Quotation.

### **35. Amendment**

35.1. The Contract may be varied or amended only by mutual consent of the Parties given in writing.

### **36. Authority**

36.1. Nothing in the Contract shall be construed to give any Party, and no Party shall hold itself out to have, the authority or power to enter into any obligation on behalf of the other Party except as specifically authorized by the other Party in writing.

### **37. Access to Site**

37.1. The Purchaser shall grant the Supplier access to the Site for the supply, installation, commissioning, testing, supervision, operation and maintenance of the Goods, and provision of training to the Purchaser's personnel.

### **38. Purchaser's Representatives**

38.1. The Purchaser shall authorize one or more of its personnel to act for it under the Contract and notify their name(s) to the Supplier forthwith.

38.2. The Purchaser may also appoint a firm or individual to carry out certain duties and



notify the name(s) to the Supplier from time to time.

38.3. The Purchaser shall notify the Supplier of the delegated duties and authority of the Purchaser's representative(s) and appointee(s).

**39. Conditions of Effectiveness**

39.1. The Contract shall become effective on the date notified by the Purchaser under Clause 39 upon fulfillment of the following conditions of effectiveness:

(a) Approval of the Contract by the Purchaser's Board;

(b) Provision of Performance Guarantee; and

(c) Submission of Declaration of Integrity.

**40. Effective Date**

40.1. The Purchaser shall notify the date of effectiveness of the Contract to the Supplier immediately after the fulfillment of all the conditions of effectiveness specified above. The Contract shall remain valid for a period beyond twelve (12) months from issuance Completion Certificate.

**IN WITNESS WHEREOF**, the Parties have caused the Contract to be signed in duplicate at the place and on the date set forth above.

[ \_\_\_\_\_ ]  
[ \_\_\_\_\_ ]

[ \_\_\_\_\_ ]  
[ \_\_\_\_\_ ]

**for and on behalf of Purchaser**

**for and on behalf of Supplier**

**WITNESSES**

[ \_\_\_\_\_ ]

[ \_\_\_\_\_ ]

\_\_\_\_\_

\_\_\_\_\_



## **SECTION IX: CONTRACT FORMS**

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## *Form of Contract*

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ between *[name and address of Procuring Agency]* of Pakistan (hereinafter called "the Procuring Agency") of the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and related services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and related services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

### *NOW THIS CONTRACT WITNESSETH AS FOLLOWS:*

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below:-
  - (h) This form of Contract;
  - (i) the Form of Bid and the Price Schedule submitted by the Bidder;
  - (j) the Schedule of Requirements;
  - (k) the Technical Specifications;
  - (l) the Special Conditions of Contract;
  - (m) the General Conditions of the Contract;
  - (n) the Procuring Agency's Letter of Acceptance; and
  - (o) *[add here: any other documents]*
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and related services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and related services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

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Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for  
the Procuring Agency)

Witness to the signatures of the Procuring Agency:

.....

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for  
the Procuring Agency)

Witness to the signatures of the Supplier: .....

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*Performance Security (or guarantee) Form*

To: *[name of Procuring Agency]*

WHEREAS *[name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[reference number of the contract]* dated *[insert date]* to delivery *[description of goods and services]* (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 reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

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

This guarantee is valid until the: *[insert date]*

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[address]*

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*[date]*

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## PHYSICAL INSPECTION AND TESTING

### 1. Physical Inspection

(a) Complete physical inspection will be undertaken by Purchaser's authorized representative with assistance of co-opted member as follows: -

(i) **Physical Check:**

- a. Goods will be checked for physical damage, scratches, corrosion & deformity.
- b. Screws / nuts / bolts / casing / channels and power pack / accessories / leads / cables & lens.
- c. All items will be identified with serial number and part number.
- d. Brand name, model, country of origin.
- e. Operating/maintenance/safety brochures and manuals.
- f. OEM certificate and certificate of conformity or verifiable documents will be provided by the Supplier that Goods has been procured from certified source.
- g. Goods must be factory new and from current production. Certificate of current production is to be rendered by the Supplier.

(ii) **Warranty**

- a. A warranty sticker is to be pasted on each item by the Supplier highlighting following information: -
  - (i) Name of Supplier's Firm.
  - (ii) Contract No. and Date
  - (iii) Description of Goods
  - (iv) Warranty Validity

(iii) **Packing**

- a. Each item is packed in its original water proof packing.
- b. Packing must be suitable for transportation / storage of items over long distance by air/road/rail/sea.

(iv) **Functional Checks:** Functional / fitment / ops checks will be carried out.

### 2. Final Acceptance Test

- (a) The Purchaser shall carry out the Final Acceptance Test (FAT) of the Goods after successful installation, commissioning and trial run thereof by the Supplier. The Supplier shall assist the Purchaser in carrying out this test, which will comprise the following:
  - (c) Upon the Final Acceptance Test being carried out successfully to the satisfaction of the Purchaser, a certificate of completion shall be issued to the Supplier by the Purchaser.
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## FORM OF COMPLETION CERTIFICATE (FOR SUPPLY OF GOODS)

It is certified that following goods against contract No \_\_\_\_\_ has / have been received and functionally checked as per status annotated against each:-

S No	Contract S No	Part No	Noun	Qty	S No	Date of Receipt	Status	
							Physical	Functional

Checked by

**(Name)**  
Rank  
Designation  
Date

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**WARRANTY/GUARANTEE FOR GOODS  
(Clause 7.2)**

**WARRANTY/GUARANTEE CERTIFICATE**

**Firm's Name:** [ \_\_\_\_\_ ]  
**Contract No.:** [ \_\_\_\_\_ ] **Date:** [ \_\_\_\_\_ ]

1. We hereby guarantee that the Goods provided against the above Contract are in all respects in accordance with the relevant specifications and terms of the Contract and that the materials used, whether or not of our manufacture, are in accordance with the latest approved standard specifications complete, are of good workmanship and quality throughout, and that we shall replace free of cost every article or part thereof which before use or in use, shall be found defective, or not within limits and tolerance of specified requirements, or in any way not in accordance with the terms of the Contract.
  
2. In case of our failure to replace the defective Goods free of cost within the period specified by the Purchaser, we will refund the relevant cost.
  
3. This Warranty/Guarantee Certificate will remain valid for twelve (12) months after issuance of the Completion Certificate.
  
4. The Supplier will not bear any guarantee for any goods that are not purchased from the Supplier.

Signature [ \_\_\_\_\_ ]  
Name [ \_\_\_\_\_ ]  
Status in the Firm [ \_\_\_\_\_ ]  
Dated [ \_\_\_\_\_ ]

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## PERFORMANCE SECURITY (OR GUARANTEE) FORM

To: *[name of Procuring Agency]*

WHEREAS *[name of Supplier]* (here in after called "the Supplier") has undertaken, in pursuance of Contract No. *[Reference number of the contract]* dated *[insert date]* to delivery *[description of goods and services]* here in after 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 reputable bank for the sum specified there in as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THERE FORE, 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 caviler 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:*[insert date]*

Signature and seal of the Guarantors

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*[name of bank or financial institution]*

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*[address]*

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*[date]*

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## INTEGRITY PACT

**DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY  
THE SUPPLIERS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH  
RS.10.00 MILLION OR MORE**

**Contract**    Number: \_\_\_\_\_    Dated: \_\_\_\_\_  
Contract    Value: \_\_\_\_\_  
Contract Title: \_\_\_\_\_

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

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

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

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Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

**NO DEMAND CERTIFICATE**

I (a) \_\_\_\_\_

Late (b) \_\_\_\_\_

To the (c) \_\_\_\_\_

Is hereby acknowledge to have received payment in full from the Purchaser for all articles supplies and services rendered by me in connection with \_\_\_\_ dated \_\_\_\_\_ for the supply of

(d) \_\_\_\_\_

and certify that I have no further claims whatsoever against Purchaser in connection with, or arising out of, said contract which remain unadjusted.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor, defacing  
a stamp if executed in Pakistan  
Dated: \_\_\_\_\_

Signature of Two Witnesses (e)

(i) \_\_\_\_\_

(ii) \_\_\_\_\_