

Wafaqi Mohtasib (Ombudsman)'s Secretariat Islamabad



**Bidding Documents for Supply and Installation of
SAS 12G SSD 3.2 TB Mixed use 2.5' Drives in Existing Fujitsu Server
Through e-Pak Acquisition & Disposal System (EPADS)**

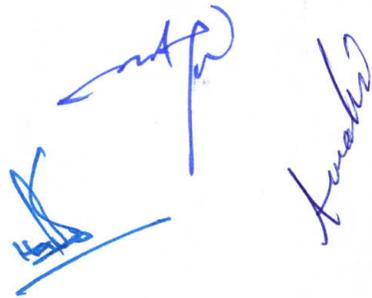
Financial Year 2024-25

Constitution Avenue, Opposite Supreme Court of Pakistan, Islamabad.
Ph.No. 051-9217250, 9217240, Fax No. 051-9217224



SECTION 1

Invitation to Bid



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WAFAQI MOHTASIB (OMBUDSMAN)'S SECRETARIAT, ISLAMABAD

**Invitation for Bids Through EPADS for
Supply and Installation of 5 SAS 12G SSD 3.2TB Mixed Use 2.5 inch for Existing Fujitsu Server(TX2550)**

Tender Notice No. 4(2024-25)

Issue Date 05-12-2024 Receiving Time 11:00 AM
Due Date 23-12-2024 Opening Time 11:30 AM

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

Item No	Description	Quantity	Bid Security in Rs
1	SAS 12G SSD 3.2 TB/higher Mixed use 2.5" drives compatible to Fujitsu server (TX2550), warranty one year along with RAID Configuration, OS Installation, Database Installation, Data backup and Recovery and all allied services to complete the task. (Licenses will be provided by WMS)	5	200,000/-

2. Bidding documents containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/ rejection of bids, performance guarantee etc can be downloaded by the interested bidders from www.mohtasib.gov.pk or accessed through the e-PADS www.mohtasib.gov.pk.

3. Each bid should be accompanied a fixed Bid Security as stated above in the shape of pay order/demand draft/call deposit in favour of D.D.O, Wafaqi Mohtasib's Secretariat, Islamabad. The bids without bid security shall not be entertained. Bids prepared in accordance with the instructions in the bidding documents, must be submitted electronically through EPADS on/or before **23-12-2024 at 11:00AM**. The sealed bids alongwith original bid security may also be submitted in the office of the Superintendent (Store). Late submission of bids will not be accepted. Bids will be opened **on the same day i.e 23-12-2024 at 11:30AM**. Rates must be inclusive of GST and other Taxes/duties (if any) as levied from time to time by the Federal Government. In case the day of bid opening falls on a public/local holiday, next working day shall be considered as the deadline for the same.

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


(Nouman Zafar Khan)
Assistant Director (S&M)
Phone No: 051-9217253, 9217240

SECTION II

Instructions to Bidders



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

1. Scope of Bid

1.1 The office of Wafaqi Mohtasib Secretariat, Islamabad invites e-bids through PPRA's EPADS portal for Supply and installation of SAS 12G SSD 3.2 TB mixed used drives for Fujitsu TX2550 M4 server along with installation, configuration etc, as specified in detail in the Schedule of Requirements along with Technical Specifications.

2 Eligible Bidders

2.1 This Invitation for Bids is open to all original manufacturers/ their authorized agents/ suppliers and in case of Imported goods their authorized agents/ importers/ suppliers in Pakistan for supply of Goods who must be registered (NTN, GST, on Active Tax Payers List of FBR etc). The bidder should be registered suppliers on the e-Pak Acquisition & Disposal System (EPADS) in order to participate in the subject tender for the procurement of items as mentioned below. Interested bidder can register themselves electronically on EPADS through <https://eprocure.gov.pk>

2.2 Bidders under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial or Local) or a public sector organization are **NOTELIGIBLE**. Bidders blacklisted by any Government (Federal, Provincial or Local) or a public sector organization are also **NOTELIGIBLE**.

3. Corruption and Fraud

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

The Bidding Procedure

4 The Governing Rules

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

5. **Applicable Bidding Procedure**

5.1 The bidding procedure is governed by Public Procurement Rule 36 "Procedures of Open Competitive Bidding" sub-rule (a) "Single stage – single Envelop procedure". Bidders are advised also to refer to the Invitation for Bids to confirm the Bidding procedure applicable in the present bidding process.

5.2 The bidding procedure prescribed in the Invitation for Bids is explained herein below:

Single Stage- Single Envelope Procedure

i) The bid shall comprise a single package containing sealed envelopes. The bids will be evaluated as per the evaluation criteria

viii) The bid found to be the lowest in cost with 100% compliance of technical specification. In case, two bidders submit equal financial bid, the bidder with more experience shall be awarded contract.

Preparation of Bids

6 **Documents comprising the Bids.**

6.1 The Bid shall comprise the Bid Forms of this Bidding Document and all that ancillary documentation that are prescribed for the eligibility of the bidders and goods and ancillary services that are found necessary.

6.2 The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

7 **Bid Price**

7.1 The Bidder shall indicate on the appropriate form prescribed in this Bidding Document the unit prices and total bid price of the goods, he proposes to supply under the Contract.

7.2 Form prescribed for quoting of prices, also be typed and printed on the bidder's letterhead. Any alteration/correction must be initiated. Every page of the bid is to be signed and stamped at the bottom.

7.3 The Bidder should quote the prices of goods according to the technical specifications as provided in **Section III** of this document. The technical specifications of goods, different from the required specifications, shall straightway be rejected.

7.4 The Bidder is required to offer a competitive price. All prices must include all the taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/ duties. The bidder shall be responsible for all new taxes, if any, levied by the Government until completion of the contract.

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

7.6 Prices offered should be for the entire quantity of an item demanded in the Schedule of Requirement; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive Bid.

7.7 While making a price quote, trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.

8. Bid Currencies

8.1 Prices shall be quoted in Pak Rupees.

9. Supporting Documents to judge specification

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

10. Documentation on Eligibility of Bidders

10.1 Bidder shall furnish, as part of its bid the documentary evidence mentioned in the eligibility criteria for the Bidder's eligibility and its qualifications to perform the Contract if his bid is accepted:-

- A) Minimum three (03) years of experience in supplying of quoted items having proper Outlet/Office,
- b) Registered with Income & Sales Tax Departments and on the Active Tax Payers List of FBR.
- c) The bidder should be registered suppliers on the e-Pak Acquisition & Disposal System (EPADS).
- d) Affidavit duly attested by the Oath Commissioner/ Notary Public to the effect that the respective bidder is not blacklisted by any Government (Federal, Provincial or Local) or a public sector organization.
- e) Manufacturer's warranty (One year).

Details are covered in the Eligibility criteria.

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11. Bid Security

11.1 The Bidder shall furnish, as part of its bid, a fixed Bid Security as Rs 200,000/- in Pak Rs. in the shape of pay order/demand draft/ call deposit in the name of DDO, Wafaqi Mohtasib Secretariat, Islamabad. Unsuccessful bidder's Bid Security shall be discharged or returned soon after announcement of the successful bids.

11.2 The Original Bid Security (in the shape of pay order/demand draft/call deposit) shall be submitted to Superintendent (Store), Wafaqi Mohtasib Secretariat, Islamabad before the opening of bids in the sealed envelope.

11.3 The successful Bidder's Bid Security shall be discharged upon signing of contract, successful delivery of goods, furnishing of the performance guarantee in shape of pay order and confirmation of the performance guarantee/pay order by the office of Wafaqi Mohtasib Secretariat with the Bank of the successful bidder, if deem necessary.

11.4 The bid Security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity;

Or

(b) In the case of a successful Bidder, if the Bidder fails to sign the Contract or fails to provide a performance security (if any).

12. Bid Validity

12.1 Bids shall remain valid for 90 days after the date of opening of bid prescribed by the Procuring Agency. A bid having validity for a shorter period shall be rejected by the Procuring Agency as non-responsive.

12.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.

12.3 Bidders who;

(a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and

(b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

Submission of Bids

13. Deadline for Submission of Bids

13.1 Bids must be submitted by the Bidder and received by the Procuring Agency on / or before **23-12-2024 at 11:00 AM**. **Bids received later than the time and date specified will stand summarily rejected.**

13.2 PPRA Rules 2004 Clause 27" Where a procuring agency has already prescribed a deadline for the submission of bids and due to any reason the procuring agency finds it necessary to extend such deadline, it shall do so only after recording its reasons in writing and in an equal opportunity manner. Advertisement of such extension in time shall be done in a manner similar to the original advertisement".

14. Late Bids

14.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the Bidder.

- 15 **Withdrawal of Bids** 15.1 The Bidder may withdraw its bid after the bid's submission and prior to the deadline/closing time & date prescribed for submission of bids

Opening and Evaluation of Bids

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

16.1 The Bids received, shall be opened by the Procuring Agency at Wafaqi Mohtasib Secretariat, Islamabad on **23-12-2024 at 11:30 am**. No Bid shall be rejected at opening, except for late bids, which shall be returned unopened to the Bidder.

16.2 All Bidders in attendance shall sign an attendance sheet.

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

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

16.5 The Procuring Agency shall open one Bid at a time and read out aloud its contents which may include name of the Bidder, items bided for and unit prices and total amount of the Bid (if applicable). The Procuring Agency may choose to announce any other details which it deems appropriate if not in conflict with the Public Procurement Rules-2004, specifically Rule 28 (Opening of Bids).

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

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

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

17. **Rejection of Bids**

17.1 The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid under Public Procurement Rules (PPR) 2004. The Procuring Agency may upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.

17.2 Bidder must not indicate directly or indirectly about the financial/technical bid anywhere. Any such disclosure shall result in summarily rejection of entire bid of the concerned bidder.

17.3 Conditional or incomplete bid/bids shall be rejected.

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

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

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

18. **Re-Bidding**

18.1 If the Procuring Agency rejected all bids under PPRA Rules 33 it may call for a re-bidding.

18.2 The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

19. **Announcement of Evaluation Report**

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

20. **Contacting the Procuring Agency**

20.1 No Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.

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



Award of Contract

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

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SECTION III

SCHEDULE OF REQUIREMENTS & TECHNICAL SPECIFICATIONS

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Schedule of Requirements:

The equipment shall be delivered and installed in accordance with the following schedule of requirements at **WMS Head Office** -

S. No	Milestone	Time Period
1	Supply and installation of equipment	Within three weeks from the date of issuance of purchase order.

List of Items with Lots No

Item No	Description	Quantity
1	SAS 12G SSD 3.2 TB/higher Mixed use drives compatible to Fujitsu server (TX2550), warranty one year along with RAID Configuration, OS Installation, Database Installation, Data backup and Recovery and all allied services to complete the task. (Licenses will be provided by WMS)	5

Technical Specifications of Items

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

SAS 12G SSD 3.2 TB/higher Mixed use drives compatible to Fujitsu server (TX2550) (Total Quantity = 5)
(Items to be delivered at WMS, Head Office Ibd)

Items	Specification	Whether bidder's specifications are as per given specifications. Please reply (YES or NO). In case of higher specifications, please mention against each.
SSD Drives	SAS 12G SSD 3.2 TB/higher Mixed use drives compatible to Fujitsu server (TX2550), warranty one year along with RAID Configuration, OS Installation, Database Installation, Data backup and Recovery and all allied services to complete the task. (Licenses will be provided by WMS)	
Unit Price exclusive GST	Rs.	
GST (if any)	Rs.	
Unit price inclusive GST	Rs.	
Warranty	one year	
Price of total Qty inclv GST		
Delivery Period		
Brochures attached		
Validity Period of price	90 days	

Signature
Company Seal



SECTION IV

EVALUATION CRITERIA



Evaluation Criteria:

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

- (i) **Preliminary evaluation**
1. NTN Certificate and GST Certificate.
 2. On Active Tax Payers List of FBR.
 3. Registered suppliers on the e-Pak Acquisition & Disposal System (EPADS).
 4. Complete Company profile.
 5. Minimum three (3) years' experience in supply and installation of hardware/ IT equipment/Software.
 6. Bid Validity period of 90 days.
 7. Affidavit to the effect that not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public sector organization/ Division/ Ministry.
 8. Compliance with Technical Specifications (Yes/No).
 9. Bidding Documents duly signed/ stamped.
- (ii) **Technical Evaluation**
- a. After the compliance of preliminary evaluation, WMS will evaluate the bids on the basis of their compliance with technical compatibility of the drives with Fujitsu Server (TX2550 M4). Bids technical evaluation shall be subject to 100% compatibility of the drives with server.
 - b. All the bids received will be evaluated by a Technical Evaluation Committee constituted by the competent authority. The committee will conduct detailed technical evaluation, compliance to given specifications and terms and conditions. Bids with major deviations and technical deficiencies and allied absence of required information will be rejected.
- (iii) **Technically Qualified Bidder/Vendor**
The bidder who will qualify the basic evaluation and technical evaluation will be the "Technically Qualified" bidder/vendor
- (iv) **Selection of Best Evaluated Bidder**
The Best evaluated bidder is the bidder with the lowest Financial Bid with 100% compliance of Technical Specification
- (v) Unit price will prevail in the case of calculations errors. If there is a discrepancy between word and figure, the amount in word shall prevail.
- (vi) The decision of the Purchase Committee/ Competent Authority shall be final.



Transportation, Delivery, Installation Requirements

Delivery of the ordered drives with accessories in 100% operational condition along with necessary training must have to complete in all respect by the vendor within **15-20 days** after the issuance of supply order, at **Wafaqi Mohtasib (Ombudsman)'s Secretariat, Islamabad** according to quantity given in the supply order(s). The cost of delivery will have to be borne by the bidder. No separate charges will be paid by WMS.

- a) Delivery will be deemed to be completed when the following are received at Wafaqi Mohtasib (Ombudsman)'s Secretariat, Islamabad according to quantity given in the supply order(s) in full:
 - i. All SAS 12G SSD 3.2 TB 2.5-inch drives
 - ii. Associated Documents / Manuals.
 - iii. Detailed installation process, notes and screenshots.
 - iv. Imported Equipment should be supplied direct from port to WMS without any change or local tampering.
- b) Installation is deemed to be completed when:
 - i Existing server becomes fully functional.
 - ii The drives delivered and installed under the supervision and guidance of WMS officials.
 - Installation, configuration and commissioning of the supplied drives.
 - Configuration of RAID Level on Server.
 - Installation of Operating Systems "Windows Server std 2022".
 - Installation of MS SQL Server
 - Data backup and restoration
 - Any other installation to complete the solution.
 - iii The bidder shall be responsible for integrating, testing and user training.
 - iv Documentation of the Installation, configuration, integration etc.
- c) Testing of all feature of the equipment installed, configured, integration, successful migration of apps and data with minimum down time
- d) The Supplier shall arrange such transportation of the Goods as is required to prevent their damage or deterioration during transit to their final destinations and in accordance with the terms and manner prescribed in the Schedule of Requirement.
- e) All costs associated with the transportation including loading/unloading and road taxes shall be borne by the Supplier. No extra charges will be paid to this effect to the supplier.

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SECTION V

BID FORM

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BID FORM**Performance Guarantee**

To: The Director (Admn) Wafaqi Mohtasib Secretariat, Islamabad

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

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

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

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

This guarantee is valid until the _____ day of _____, 20.....

Signature and Seal of the Guarantors/ Bank

Address

Date

Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1. Definitions

The Purchaser is: Wafaqi Mohtasib Secretariat, Islamabad

The Project Site is: Wafaqi Mohtasib Secretariat, Islamabad

2. Inspection and Tests

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

ii. The Committee of Wafaqi Mohtasib Secretariat, Islamabad will carry out detailed physical examination of stocks and can reject, any item if found not according to the approved technical specifications etc. Moreover, the Supplier will also be responsible to replace the same without any further charges.

3. Packing

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

4. Transportation, Delivery, Installation Requirement

Delivery of the ordered drives with accessories in 100% operational condition along with necessary training must have to complete in all respect by the vendor within 15-20 days after the issuance of supply order, at **Wafaqi Mohtasib (Ombudsman)'s Secretariat, Islamabad** according to quantity given in the supply order(s). The cost of delivery will have to be borne by the bidder. No separate charges will be paid by WMS.

- 1.1. Delivery will be deemed to be completed when the following are received at Wafaqi Mohtasib (Ombudsman)'s Secretariat, Islamabad according to quantity given in the supply order(s) in full:
 - 4.1.1. All SAS 12G SSD 3.2 TB 2.5-inch drives
 - 4.1.2. Associated Documents / Manuals.
 - 4.1.3. Detailed installation process, notes and screenshots.
 - 4.1.4. Imported Equipment should be supplied direct from port to WMS without any change or local tampering.
- 1.2. Installation is deemed to be completed when:
 - 4.2.1. Existing server becomes fully functional.
 - 4.2.2. The drives delivered and installed under the supervision and guidance of WMS officials.
 - 4.2.2.1. Installation, configuration and commissioning of the supplied drives.
 - 4.2.2.2. Configuration of RAID Level on Server.
 - 4.2.2.3. Installation of Operating Systems "Windows Server std 2022".
 - 4.2.2.4. Installation of MS SQL Server
 - 4.2.2.5. Data backup and restoration
 - 4.2.2.6. Any other installation to complete the solution.
 - 4.2.3. The bidder shall be responsible for integrating, testing and user training.
 - 4.2.4. Documentation of the Installation, configuration, integration etc.
- 1.3. Testing of all feature of the equipment installed, configured, integration, successful migration of apps and data with minimum down time
- 1.4. The Supplier shall arrange such transportation of the Goods as is required to prevent their damage or deterioration during transit to their final destinations and in accordance with the terms and manner prescribed in the Schedule of Requirement.





- 1.5. All costs associated with the transportation including loading/unloading and road taxes shall be borne by the Supplier. No extra charges will be paid to this effect to the supplier.

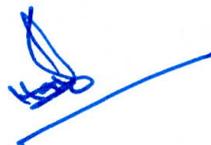
5. Warranty

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

6. Payments

Payment to the successful bidder/Supplier will be made subject to satisfactory delivery, inspection, testing and configuration of items.

- Upon submission of required documents.
- 100% payments will be made after successful testing and through cross cheque by AGPR, Islamabad.



General Conditions of Contract (GCC)

1. Definitions	1.1	In this Contract, the following terms shall be interpreted as indicated: (a) "The Contract" means the agreement entered into between the Purchaser (Wafaqi Mohtasib Secretariat Islamabad and Supplier, as recorded in the Agreement/ Contract signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein. (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations (c) "The Goods" means all those equipment, machinery and/or other material which the Supplier is required to supply to the Purchaser under the Contract. (d) "The Services" means those services ancillary to the supply of the goods, such as transportation of goods upto the desired destinations, insurance and any other incidental services such as installation, commissioning, provision of technical assistance, training and other such obligations of the Supplier covered under the Contract. (e) "GCC" means the General Conditions of Contract contained in this section. (f) "SCC" means Special Conditions of the Contract. (g) "The Purchaser" means the organization purchasing the Goods, as named in the SCC. (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract. (i) "The Project Site", where applicable, mean the place or places named in the SCC. (j) "Day" means calendar day.
2. Application	2.1	These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract
3. Standards	3.1	The Goods supplied under this Contract against the "Purchase Order", shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.
4. Inspections and Tests	4.1	The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes.
	4.2	The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

	4.3	Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser
	4.4	The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the factory/warehouse.
	4.5	4.5 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract
5. Packing	5.1	5.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as shall be indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
	5.2	5.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Purchaser.
6. Delivery & Documents	6.1	Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements.
7. Transportation	7.1	The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.
8. Warranty	8.1	The Supplier warrants that the Goods supplied under the Contract are original, new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination
	8.2	This warranty shall remain valid for minimum one year after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract
	8.3	The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.
	8.4	Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser

	8.5	If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
9. Payment	9.1	The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
	9.2	The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract
	9.3	Payments shall be made promptly by the Purchaser, but in no case later than sixty (60) days after submission of an invoice or claim by the Supplier.
	9.4	The currency of payment is Pak. Rupees
10. Prices	10.1	Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be
11. Change Orders	11.1	The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 21, make changes within the general scope of the Contract in any one or more of the following: (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser; (b) the method of packing; (c) the place of delivery (d) increase/decrease the quantity of items.
	11.2	If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) working days from the date of the Supplier's receipt of the Purchaser's change order.
12. Contract Amendments	12.1	No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties
13. Assignment	13.1	The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract.
14. Delays in the Supplier's Performance	14.1	Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.
	14.2	If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

	14.3	Except as provided under GCC Clause 17, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.
15. Liquidated Damages	15.1	Subject to GCC Clause 17, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specify (any) of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 16.
16. Termination for Default	16.1	<p>The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <p>(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the respective "Supply Order" which shall be issued from time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this clause: "corrupt and fraudulent practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.</p>
	16.2	In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
17. Force Majeure	17.1	Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, liquidated damages, or termination for default if and to the extent

		that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
	17.2	For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	17.3	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
18. Resolution of Disputes	18.1	The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	18.2	If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC.
19. Governing Language	19.1	The Contract shall be written in the language specified in SCC. Subject to GCC Clause 20, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
20. Applicable Law	20.1	The Contract shall be interpreted in accordance with the laws of the country.
21. Notices	21.1	Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC.
	21.2	A notice shall be effective when delivered or on the notice's effective date, whichever is later.
22. Taxes and Duties	22.1	Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

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AGREEMENT

This agreement is made the ----- day of -----2024 between **Wafaqi Mohtasib (Ombudsman)'s Secretariat, Islamabad** (hereinafter called the purchaser) and M/S ----- (hereinafter called "the supplier/vendor"), whenever the context as permits shall be deemed to include his legal representatives, and assigns) of the one part and the purchaser of the other part.

Whereas the supplier/vendor has agreed to supply the following equipment/items with reference to Wafaqi Mohtasib Secretariat's Award of Contract No.-----, Total value of the contract is **Rs.-----/-** (Rupees -----only), break up of which is as under:-

S. No	Item /Sample	Qty	Unit price With GST	Price of total quantity with GST
1				
2				

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

3. Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1. Inspection and Tests

- i. After delivery of goods at the Purchaser's premises, the Purchaser shall inspect the quantity, quality, specifications of goods.
- ii. The Inspection Committee of Wafaqi Mohtasib Secretariat, Islamabad will carry out detailed physical examination of stocks and can reject, any item if found not according to the approved technical specifications etc. Moreover, the Supplier will also be responsible to replace the same without any further charges.

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

3. Transportation and delivery requirements.

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

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

5. Payments. Payment to the successful bidder/Supplier will be made subject to:

- Satisfactory delivery, inspection, testing and configuration of items.
- 100% payments will be made after successful testing and through cross cheque by AGPR Islamabad.

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

Signature of the Supplier

Signature of the Purchaser

(Seal)

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

Witness:

(Name, Title and Address)

(Name, Title and Address)

End of the Contract

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