



BAYLOR COLLEGE OF MEDICINE CHILDREN'S FOUNDATION-UGANDA (BAYLOR-UGANDA)

**ASSESSMENT, REPLACEMENT AND EXPANSION OF OFFICE LAN/WAN
ARCHITECTURE, RESILIENCE AND FLEXIBILITY
REF: BCM-0975-2022**

JULY 2022

PROCUREMENT REFERENCE NO: BCM-0975-2022

Background

Baylor College of Medicine Children's Foundation - Uganda (Baylor-Uganda) is an indigenous, not-for-profit child health and development non-governmental organization (NGO). Baylor-Uganda is committed to delivering high-quality, high-impact, and highly ethical HIV and TB prevention, care and treatment services, health professional training, and clinical research in Uganda.

Baylor-Uganda invites sealed bids for the **Assessment, replacement and expansion of office LAN/WAN Architecture, resilience and flexibility** as described in Part 2: Statement of Requirements.

Bidding will be conducted in accordance with the **Baylor Uganda** procurement and Disposal and the procedures described in Part 1: Bidding Procedures.

Any resulting contract shall be subject to the terms and conditions detailed in Part 3: Contract.

The planned procurement schedule for this procurement (subject to changes) is as follows:

Activity	Date
a. Issue of the bid	Monday July 18 th , 2022
b. Pre-bid meeting (site visit at Baylor Mulago offices at 10:00 AM)	Thursday July 21 st , 2022
c. Bid closing date	Friday August 5 th 2022
d. Evaluation process	August 8 th - 19 th 2022
e. Contract Signature	August 25 th 2022

Any queries should be addressed to The Procurement and Disposal Unit at the address given below.

Please prepare and submit your tender in accordance with the instruction in Part 1: Tender Procedures or inform the undersigned if you will not be submitting a tender.

Procurement and Disposal Unit

Baylor College of Medicine-Children's Foundation Uganda

Block 5 Mulago Hospital, P.O Box 72052 Clock Tower, Kampala

Tel: +256 417-119200/100 | Fax: +256 417-119166 |

E-Mail: procurement@baylor-uganda.org

Website: www.baylorids.org/uganda

All bids must be accompanied by a bid security of :

a) UGX 10,000,000 for **Assessment, replacement and expansion of office LAN/WAN Architecture, resilience and flexibility**

PART 1: BIDDING PROCEDURES

Procurement Reference Number: BCM-0975-2022- RFQ

Preparation of Bids: You are requested to quote for these items by completing, signing and returning:

1. the Bid Sheet in this Part;
2. the List of Supplies and Price Schedule in Part 2;
3. the Specification and Compliance Sheet in Part 2;
4. the documents evidencing your eligibility, as listed below;

You are advised to carefully read the complete tender document, including the Special Conditions of Contract in Part 3: Contract, before preparing your tender. The standard forms in this tender may be retyped for completion but the Bidder is responsible for their accurate reproduction.

Where an electronic copy of the Request for Tenders document is issued, the paper or hard copy is the original version. In the event of any discrepancy between the two, the hard copy shall prevail.

Validity of Bids: The bid must remain valid for **120 days** i.e. Up to **December 3rd 2022**

Sealing and marking of Bids: Tenders are to be submitted in one sealed envelope containing 'Technical' and 'Price' proposals. Bids should be clearly marked with the Procurement Reference Number above, the Bidder's name and the name of the Procuring and Disposing Entity (**Baylor Uganda**).

Envelopes should be sealed in such a manner that opening and resealing cannot be achieved undetected.

Submission of Bids: Bids should be submitted to the address below, no later than the date and time of the deadline below. Late tenders will be rejected.

Date of deadline: Friday August 5th 2022

Time of deadline: 3:30pm

Address:

Procurement and Disposal Unit

Baylor College of Medicine-Children's Foundation Uganda

Block 5 Mulago Hospital, P.O Box 72052 Clock Tower, Kampala

Tel: +256 417-119200/100 | Fax: +256 417-119166 |

E-Mail procurement@baylor-uganda.org Website: www.baylorids.org/uganda

Opening of Bids: Bids will be opened on **8th August 2022, 10:00AM** internally.

Evaluation of Bids: The evaluation of Bids will use the Technical Compliance Selection methodology as detailed below:

1. Preliminary examination to determine eligibility (as defined below) and administrative compliance to this ITB on a pass/fail basis;
2. Detailed evaluation to determine commercial and technical responsiveness;
3. Financial comparison to determine the evaluated price of tenders and to determine the best evaluated bid.

Tenders failing any stage will be eliminated and not considered in subsequent stages.

Eligibility Criteria: You are required to meet the following criteria to be eligible to participate in public procurement:

1. have the legal capacity to enter into a contract;
2. not be insolvent, in receivership, bankrupt or being wound up or subject to legal proceedings for any of these circumstances;
3. not have had your business activities suspended;
4. have fulfilled your obligations to pay taxes and social security contributions;
5. have the nationality of an eligible country, as defined in the Special Conditions of Contract;
6. not to have a conflict of interest in relation to this procurement requirement; and
7. not to be subject to suspension by the Public Procurement and Disposal of Public Assets Authority (the Authority).

Documents Evidencing Eligibility: Bidders shall submit the following documents:

1. Certificate of registration /Incorporation
2. Bidder's Trading licence
3. Articles and Memorandum of association or its equivalent
4. Evidence of fulfilment of obligations to pay taxes(income tax clearance) and social security contributions in Uganda(NSSF)
5. Audited books of accounts at least for the past 2 years
6. Any other relevant documentation.

Currency: Tenders may be priced in Uganda Shillings or any other freely convertible currency. The currency of evaluation will be **Uganda Shillings**. Tenders in other currencies will be converted to this currency for evaluation purposes only, using the exchange rates published by the Bank of Uganda on the date of the submission deadline.

A clear breakdown of prices must be shown as part of the financial offer - **any transport fees, taxes (including VAT) must be shown separately.**

Prices offered will be evaluated on full cost basis (including all fees and taxes that are applicable).

Best Evaluated Bid: The best evaluated bid shall be the lowest priced tender, which is eligible and substantially responsive to the commercial and technical requirements of **Baylor Uganda** and shall be recommended for award of contract. If required, successful bidder will be requested to furnish with performance security GCC-29-29.1

Formation of contract: Formation of a contract shall be by signing a contract/ Local Purchase Order

Right to Reject: **Baylor Uganda** reserves the right to accept or reject any tender or to cancel the bidding process and reject all bids at any time prior to contract signing.

Bid Submission Sheet

[Complete this form with all the requested details and submit it as the first page of your tender, with the documents requested above attached. Ensure that your tender is authorised in the signature block below. A signature and authorisation on this form will confirm that the terms and conditions of this RFQ prevail over any attachments. If your bid is not authorised, it may be rejected.]

Bid Addressed to	Baylor College of Medicine Children's Foundation - Uganda
Date of Bid:	
Procurement Reference Number:	BCM-0975-2022-RFQ
Subject of Procurement:	Assessment, Replacement And Expansion Of Office LAN/WAN Architecture, Resilience And Flexibility

We offer to supply the items listed in the attached List of Supplies and Price Schedule and Specification and Compliance Sheet, in accordance with the terms and conditions stated in your Request for Tenders referenced above.

We confirm that we are eligible to participate in public procurement and meet the eligibility criteria specified in Part 1: Bidding Procedures.

We, including any subcontractors or providers for any part of the contract resulting from this procurement process, are eligible to participate in public procurement.

We have signed and undertake to abide by the Code of Ethical Conduct for Bidders and Providers attached during the procurement process and the execution of any resulting contract

Our bid shall be valid until and including *[insert date, month and year]* and it shall remain binding upon us and may be accepted at any time before or on that date;

We confirm that the prices quoted in the List of Supplies and Price Schedule are fixed and firm for the duration of the validity period and will not be subject to revision or variation.

The delivery period offered is: _____ days/weeks/months from date of Purchase Order.

The warranty period offered is _____ weeks/months.

Bid Authorised By:

Signature _____ Name: _____

Position: _____ Date: _____

Authorised for and on behalf of: _____ (DD/MM/YY)

Company _____

Address: _____

CODE OF ETHICAL CONDUCT IN BUSINESS FOR BIDDERS AND PROVIDERS

1. Ethical Principles

Bidders and providers shall at all times-

- (a) maintain integrity and independence in their professional judgement and conduct;
- (b) comply with both the letter and the spirit of-
 - i. the laws of Uganda; and
 - ii. Any contract awarded.
- (c) Avoid associations with businesses and organisations which are in conflict with this code.

2. Standards

Bidders and providers shall-

- (a) strive to provide works, services and supplies of high quality and accept full responsibility for all works, services or supplies provided;
- (b) Comply with the professional standards of their industry or of any professional body of which they are members.

3. Conflict of Interest

Bidders and providers shall not accept contracts which would constitute a conflict of interest with, any prior or current contract with any procuring and disposing entity. Bidders and providers shall disclose to all concerned parties those conflicts of interest that cannot reasonably be avoided or escaped.

4. Confidentiality and Accuracy of Information

- (1) Information given by bidders and providers in the course of procurement processes or the performance of contracts shall be true, fair and not designed to mislead.
- (2) Providers shall respect the confidentiality of information received in the course of performance of a contract and shall not use such information for personal gain.

5. Gifts and Hospitality

Bidders and providers shall not offer gifts or hospitality directly or indirectly, to staff of a procuring and disposing entity that might be viewed by others as having an influence on a government procurement decision.

6. Inducements

- (1) Bidders and providers shall not offer or give anything of value to influence the action of a public official in the procurement process or in contract execution.
- (2) Bidders and providers shall not ask a public official to do anything which is inconsistent with the Act, Regulations, Guidelines or the Code of Ethical Conduct in Business.

7. Fraudulent Practices

Bidders and providers shall not-

- (a) collude with other businesses and organisations with the intention of depriving a procuring and disposing entity of the benefits of free and open competition;

- (b) enter into business arrangements that might prevent the effective operation of fair competition;
- (c) engage in deceptive financial practices, such as bribery, double billing or other improper financial practices;
- (d) misrepresent facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring and Disposing Entity; or utter false documents;
- (e) unlawfully obtain information relating to a procurement process in order to influence the process or execution of a contract to the detriment of the PDE;
- (f) Withholding information from the PDE during contract execution to the detriment of the PDE.

I agree to comply with the above code of ethical conduct in business.

AUTHORISED SIGNATORY

NAME OF BIDDER/PROVIDER

PART 2: STATEMENT OF REQUIREMENTS

List of Supplies and Price Schedule

Procurement Reference Number: **BCM-0975-2022-RFQ**

[COMPLETE THE CURRENCY OF YOUR BID. COMPLETE THE UNIT AND TOTAL PRICES FOR EACH ITEM LISTED BELOW. AUTHORISE THE PRICES QUOTED IN THE SIGNATURE BLOCK BELOW.]

CURRENCY OF TENDER: _____

Price schedule

Description	Specifications	QTY	Unit Price	Total Price
Assessment, replacement and expansion of office LAN/WAN Architecture, resilience and flexibility	See specifications below	01		
Other additional costs				
SUB TOTAL				
Enter 0% VAT rate if VAT exempt		VAT 18%		
Grand Total				

List of Supplies and Price Schedule Authorised By:

Signature: _____ Name: _____
Position: _____ Date: _____
(DD/MM/YY)

Authorised for and on behalf of:

Company: _____

PART 2: STATEMENT OF REQUIREMENTS

Specification and Compliance Sheet

Procurement Reference Number **BCM-0975-2022-RFQ**

Complete column with the specification of the supplies offered. Attach detailed technical literature if required. Authorise the specification offered in the signature block below.

1. Assessment, replacement and expansion of office LAN/WAN Architecture, resilience and flexibility

No	Tasks	Output
A. Pre-proposal activities		
1	Review of ToR	Understanding of the requirements
2	Site visit and assessment	Conceptual view of COE setup and needs
3	Develop and submit a proposal	Technical and financial proposal documents
B. Implementation Planning		
1	Project plan	Chart showing scheduling and RACI
2	Design blueprints documentation	Physical network blueprints
C. Required Technical Tasks		
1	Establishing 5 intermediary distribution facilities (IDFs) in COE and CHL buildings. Each IDF uplink must connect to the main distribution facility (MF) in the server room using fibre connectivity – With necessary redundant links for each link to cater for downtimes of main links.	IDFs and MDFs – provide racks and switches
2	IDFs must be powered using UPS and proper PDUs must be mounted	Proper PDUs and UPS per IDF rack
3	Cable runs must be neatly trunked on the wall and within the ceiling	Appropriate trunking
4	Cables (and other components) must be of Cat 6 or 7 technology, and must work with existing or proposed architecture	Cat6 or Cat 7 cables and other components
5	Other components – patch panels, voice and data sockets, etc must be standards above, well organised and labelled	Include these components in proposal
7	Organisation/re-cabling of server room networking racks	New patch codes required
8	Provision of high-speed managed switches for MDFs and MDF (at least 1Gbps)	Include appropriate layer 2 and layer 3 managed switches in proposal
9	Provision of fibre channel connectivity components for 4 physical hosts to existing SAN storage system	Include fibre channel components in the proposal
10	Supply IP Phones	
D. Post-Implementation		
1	Testing	Test report

Specification and Compliance Sheet Authorised By:

Signature _____ Name: _____

Position: _____ Date: _____
(DD/MM/YY)

Authorised for and on behalf of:

Company _____

Part 3: Local Purchase Order Agreement

Special Conditions of Contract

Procurement Reference Number: **BCM-0975-2022-RFQ**

Purchase Order Serial Number: _____

[Purchase Order Serial Number to be completed in the event of award of contract only]

The clause numbers given in the first column correspond with the relevant clause number of the General Conditions of Contract.

Subject and GCC clause reference	Special Conditions
Eligible Countries-GCC 1.1(g)	All countries are eligible, unless as a matter of law or official regulation, the Government of Uganda prohibits commercial relations with that country or by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Government of Uganda prohibits any import of Supplies from that country or any payments to persons or entities in that country.
Site-GCC 1.1(o)	The Site for delivery of the Supplies is Baylor Uganda COE Mulago
Incoterms Edition-GCC 4.2(b)	Incoterms shall be governed by the rules prescribed in Incoterms 2010.
Notices GCC 8.1	Any notice shall be sent to the following addresses: For Baylor Uganda, the address shall be as given on the first page of this Purchase Order. For the Provider, the address and contact name shall be as given on the first page of this Purchase Order.
Delivery and Documents-GCC 12.1	The supplies are to be delivered within: Four weeks from the date of purchase order. The shipping and other documents to be furnished by the Provider are: (a) signed delivery note; (b) A Tax Invoice (c) Certificate of completion

Subject and GCC clause reference	Special Conditions
Terms of Payment GCC 16.1	The structure of payments shall be: full payment following delivery of the Supplies and services and submission of an invoice and the documents listed in clause 12.1.
Terms of Payment GCC 16.3	Payments shall be made no later than thirty days after submission of an invoice and its certification by Baylor Uganda
Terms of Payment GCC 16.4	The currency of payment shall be the currency of order specified in the List of Supplies and Price Schedule in the Statement of Requirements.
Packing GCC 24.2	The packing, marking and documentation within and outside the packages shall be: Baylor Uganda GOODS
Insurance GCC 25.1	The Supplies _____ be insured. The insurance shall be _____.
Incoterm for Transportation GCC 26	The supplies shall be delivered: Baylor Uganda COE
Liquidated Damages-GCC 28	Liquidated Damages shall not apply.
Performance -GCC 29	A Performance Security shall be required Performance Security shall be: 10% of the Contract Price
Performance Security-GCC 29.1	If required, the Performance Security shall be in the form of: An Un-Conditional Bank Guarantee The Performance security shall be denominated in a freely convertible currency acceptable to the Purchaser.
Warranty-GCC 29.3	The period of the warranty shall be Twenty four-Thirty six months.

OTHER BAYLOR-UGANDA CONTRACTUAL CLAUSES

ZERO TOLERANCE FOR SEXUAL EXPLOITATION AND ABUSE

Baylor Uganda has zero tolerance towards sexual exploitation and abuse. In this regard, and without limiting any other provisions contained herein, the Service provider / Consultant warrants that it will: (i) take all reasonable and appropriate measures to prevent sexual exploitation or abuse as described in the Baylor Uganda Policy on Sexual Exploitation and Abuse Prevention and Response by any of its employees and any other persons engaged by it to perform any services under the Agreement; and (ii) promptly report to Baylor Uganda and respond to, in accordance with the terms of the Policy, any actual or suspected violations of the Policy of which the Service Provider / Consultant becomes aware.

TOBACCO / ARMS RELATED DISCLOSURE STATEMENT

The Service Provider / Consultant is required to disclose relationships it may have with the tobacco and/or arms industry through completion of the Baylor Uganda Tobacco / Arms Disclosure Statement.

ANTI-TERRORISM FRAUD AND CORRUPTION

The Service Provider/ Consultant warrants for the entire duration of the contract that:

- (i) It is not and will not be involved in, or associated with, any person or entity associated with terrorism, that it will not make any payment or provide any other support to any such person or entity and that it will not enter into any employment or subcontracting relationship with any such person or entity;
- (ii) It shall not engage in any illegal, corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the implementation of the contract; and
- (iii) The service provider / consultant shall take all necessary precautions to prevent the financing of terrorism and/or any illegal corrupt, fraudulent, collusive or coercive practices (including bribery, theft and other misuse of funds) in connection with the implementation of the Project.
- (iv) The Service Provider/Consultant hereby undertakes to disclose, in a timely manner and in writing to the Customer all violations of criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement herein.

HUMAN TRAFFICKING

The Service Provider or Contractor, or contractor, at any tier, or their employees, labor recruiters, brokers or other agents, shall not engage in:

- (i) Trafficking in persons (as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime) during the period of this contract
- (ii) Procurement of a commercial sex act during the period of this award;
- (iii) Use of forced labour in the performance of this award;
- (iv) Acts that directly support or advance trafficking in persons, including the following acts:
 - a) Destroying, concealing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;
 - b) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside Uganda to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
 - o Exempted in writing from the requirement to provide or pay for such return transportation by the Customer; or
 - o the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action;
 - c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretences, representations, or promises regarding that employment;
 - d) Charging employees recruitment fees; or
 - e) Providing or arranging housing that fails to meet the Uganda housing and safety standards.

PROHIBITION ON THE PROMOTION OR ADVOCACY OF THE LEGALIZATION OR PRACTICE OF PROSTITUTION OR SEX TRAFFICKING

Baylor Uganda is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and contribute to the phenomenon of trafficking in persons. None of the funds made available under this agreement shall be used to promote or advocate the legalization or practice of prostitution or sex trafficking.

CHILD SAFE GUARDING

Because Baylor Uganda is a child focused health organization, and therefore this contract may involve children, or personnel engaged in the implementation of the award may come into contact with children, there is an inherent risk of child abuse, exploitation, or neglect. To avoid or mitigate this risk, therefore, the Service Provider or contractor agrees to at all material times abide by the following child safeguarding core principles:

- 1) Ensure compliance with Uganda and local child welfare and protection legislation or international standards, whichever gives greater protection, and with Laws of Uganda where applicable;
- 2) Prohibit all personnel from engaging in child abuse, exploitation, or neglect;
- 3) Consider child safeguarding in project planning and implementation to determine potential risks to children that are associated with project activities and operations;
- 4) Apply measures to reduce the risk of child abuse, exploitation, or neglect, including, but not limited to, limiting unsupervised interactions with children; prohibiting exposure to pornography; and complying with applicable laws, regulations, or customs regarding the photographing, filming, or other image-generating activities of children;
- 5) Promote child-safe screening procedures for personnel, particularly personnel whose work brings them in direct contact with children; and
- 6) Have a procedure for ensuring that personnel and others recognize child abuse, exploitation, or neglect; mandating that personnel and others report allegations; investigating and managing allegations; and taking appropriate action in response to such allegations, including, but not limited to, dismissal of personnel.
- 7) Create a safe space where any occurrence of child abuse can be reported without fear.

CONFLICT OF INTEREST

A conflict of interest in the award, administration, or monitoring of subawards arises when an employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a non-federal entity considered for a subaward.

The Service Provider or Contractor shall neither solicit nor accept gratuities, favours, or anything of monetary value. The Service Provider or Contractor must disclose any conflict of interest in writing within 10 calendar days of the discovery of the conflict of interest

DISPUTE RESOLUTIONS:

- (i) If at any time a dispute or difference shall arise between the parties hereto, the parties shall in the first instance attempt to resolve the dispute between themselves through their chief Executives or management officials within 30 working days.
- (ii) If the parties fail or become incapable or unable to resolve the dispute each party hereto shall appoint one arbitrator of their choice and both Arbitrators shall meet at any place Uganda and resolve the dispute in not

more than 60 working days and each party shall bear their own costs of arbitration.

- (iii) In the event of failure by the arbitrators to resolve the dispute to the satisfaction of both parties within the aforesaid period then the aggrieved party shall be at liberty to institute the relevant claims, actions or suits in a court of competent jurisdiction in Uganda.

TERMINATION

This Agreement may be terminated:

- a) By either party:
 - i) If any party commits a breach of any of his / its obligations hereunder and The Client shall have served a notice in writing specifying the breach and requiring the Service Provider to remedy the same within thirty (30) days of the receipt of such notice and if the Service Provider shall have failed to remedy such breach before expiration of the said notice; or
 - ii) If any party being a Client enters into liquidation whether compulsorily or voluntarily otherwise than for the purpose of amalgamation or re-construction or has a Receiver or Manager appointed over the whole or any part of its assets or compounds with its creditors or ceases or threatens to cease to carry on its present business or be unable to pay its debts within the meaning of section 220 of The Companies Act (Chapter 110) or any statutory modification or re-enactment thereof or if the Service Provider being a person shall commit an act of bankruptcy, or shall die, or shall have a receiving order made against him or shall compound or negotiate for any composition with his creditors.
 - iii) If at any time execution is levied against any of the goods of The Service Provider and such execution is not stayed or satisfied within ten (10) days.

b) Notwithstanding the provisions of this Agreement, any party wishing to vary any of the terms of the Agreement should send written notification to the other party and give at least thirty (30) days' notice within which both parties should discuss and agree on the proposed variation. Upon agreement between both parties, such variation shall become part of this agreement.

FORCE MAJEURE

In the event of any strike, lock-out, other Labour disputes, mechanical breakdown of vehicles, fuel shortages, traffic congestion, obstruction of any private or public highway or any action, hostilities, riots and civil commotion or any circumstances (whether or not of similar nature to the foregoing) over which The Client Nor The Service Provider both parties should be included in this clause has no control which causes cessation of or substantial interference with the performance of the services by The The service provider under this contract, the duty of The service provider to perform the said services shall without incurring any liability whatsoever to The Client forthwith be suspended until such suspension and sum already paid thereunder in respect of such period shall be credited to the period following the resumption of the said services PROVIDED that at any time during the period of such suspension either party may serve upon other 15 days' notice of termination in writing and unless the said services have been resumed before the expiration of such notice the Contract shall terminated in accordance with such notice vice versa..

ASSIGNMENT/ SUBCONTRACTING

The Service Provider shall not assign its rights or obligations under this Agreement, in whole or in part, nor enter into any subcontract to perform any portion of this Agreement, without the written consent of the Client.

CONFIDENTIALITY

The Service Provider agrees not to discuss its performance of services under this Agreement with any third party without **Baylor College of Medicine Children's Foundation Uganda's** written consent. The Service Provider agrees to hold in confidence for the benefit of **Baylor College of Medicine Children's Foundation Uganda** any confidential information which may be disclosed to The Service Provider, or to which The Service Provider may have access, as a result of this Agreement, including the results of The Service Provider's services hereunder.

LIABILITY

The Client undertakes no liability whatsoever or howsoever arising [whether under the express or implied terms of this Agreement or at common law or in any way] in respect of loss or damage or injury SAVE WHERE it is cogently proved that the loss or damage was due to the negligence of the Client or that of its servants or agents in the performance of their obligations herein The Client has to be responsible for any loss, damage or injury caused by negligence of their staff or agents whatsoever.