

روزنامے نوائے وقت لاہور، اسلام آباد، (5) اگست 2012ء

**ADDENDUM**  
**(Change in Tender Submission Date)**  
**Rendering Services of Data Entry / Digitization**

- Punjab Information Technology Board (PITB) invited the proposals, for Rendering Services of Data Entry / Digitization under the project titled "Disease Surveillance System (DSS)" vide advertisement in daily Nawa-e-Waqt (Lahore) dated 10-08-2012.
- The submission date has been changed from 25<sup>th</sup> August, 2012 to 8<sup>th</sup> September, 2012. The bids should be dropped in the Tender Box No.2 as per the procedure mentioned vide the original advertisement and uploaded tender document not later than 1500 hrs on 7<sup>th</sup> September, 2012. Technical bids will be opened publicly on 8<sup>th</sup> September, 2012 at 1600 hrs at PITB office address given below.
- For details download revised Tender Document from following websites [www.pitb.gov.pk](http://www.pitb.gov.pk) and [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)

PITB Management reserves the right to cancel tender / reject any or all bids without assigning any reason.

**JOINT DIRECTOR (Development & Procurement)**  
Punjab Information Technology Board  
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Link:-

<http://www.nawaiwaqt.com.pk/E-Paper/islamabad/2012-08-25/page-5>

# Tender Document

## Rendering Services of Data Entry / Digitization



### **Punjab Information Technology Board (PITB)**

#### **Government of the Punjab**

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346-B, Ferozpur Road, Lahore, PAKISTAN

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**Important Note:**

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny. It is intimated that no objection shall be entertained regarding the terms and conditions of the Bidding Document at the later stages.

**Applicability of Punjab Procurement Rules, 2009**

This Bidding Process will be governed under Punjab Procurement Rules, 2009, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project

## **1. Invitation to Bid**

### **1.1 PPRA Rules to be followed**

Punjab Procurement Rules 2009 will be strictly followed. These may be obtained from PPRA's website:

<http://ppra.punjab.gov.pk/PublicPages/prorules1.aspx>

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules 2009.

### **1.2 Mode of Advertisement(s)**

As per Rule 12(1), this Tender is being placed online at PPRA's website, as well as being advertised in print media.

As per Rule 12(3), this Tender is also placed online at the website of Purchaser. The bidding document carrying all details can be downloaded from PITB's website <http://www.pitb.gov.pk> and from PPRA's website [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk) for information only. All prospective bidders are required to register themselves with the Procurement Assistant, PITB at above given address, collect a Challan Form to submit an amount Rs. 500/- in given head at State Bank of Pakistan or National Bank of Pakistan, the deposit slip must accompany the bids, otherwise the bid will stand rejected.

### **1.3 Type of Open Competitive Bidding**

As per Rule 36(b), Single Stage - Two Envelope Procedure shall be followed. This is as follows:

- i. The bid shall comprise of a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- ii. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
- iii. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
- iv. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
- v. The Purchaser shall evaluate the technical proposal in a manner prescribed in this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections.

- vi. During the technical evaluation no amendments in the technical proposal shall be permitted;
- vii. The financial proposals of technically qualified bidders shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- viii. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted and qualified bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

In accordance with these rules, interested companies (hereinafter referred to as “Bidders”) applying for bids should submit two separate **bids/envelopes for Financial Proposal and Technical Proposal**.

## **2. Bidding Details (Instruction to Bidders)**

All bids must be accompanied by Tender Security (As per provisions of the clause “Tender Security” of this document) in favor of “**Punjab Information Technology Board (PITB)**”. The bids along with the Tender Security, Tender Forms, Affidavits, etc., must be delivered into the Tender Box No.1, placed at reception of Punjab Information Technology Board, Lahore on or before 1500 hrs no later than 08 September, 2012. The technical bids shall be opened on the same date at 1600 hrs in conference room of PITB Head Office, 11<sup>th</sup> Floor, Arfa Software Technology Park, 346-B, Ferozpur Road, Lahore.

Queries of the Bidders (if any) for seeking clarifications regarding the required services and scope mentioned in this document, should be received in writing to the Purchaser within five working days from the date of Tender advertisement. Any query received after five working days shall not be entertained. All queries shall be responded to within due time. PITB may host a Pre-bid meeting, if required, at PITB premises (11<sup>th</sup> Floor, Arfa Software Technology Park, 346-B, Main Ferozpur Road, Lahore). All Bidders shall be informed of the date and time in advance.

The bidder must submit bids on the basis of complete tender for the LOTs selected. Failure to meet this condition will cause disqualification of the bidder. The bidder shall submit bids which comply with the Bidding Document. Alternative bids will not be considered. The attention of bidders is drawn to the provisions of Clause on “**Determination of Responsiveness of Bid**” and “**Rejection/Acceptance of the Bid**”, for making their respective bids substantially responsive to the requirements of the Bidding Document.

The contact persons for all correspondence in relation to this bid are as follows:

**Primary Contact:**

**Saflain Haider**

Sr. Program Manager

Punjab Information Technology Board, Government of Punjab

11<sup>th</sup> floor Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore.  
Email: [saflain@pitb.gov.pk](mailto:saflain@pitb.gov.pk)  
Office Phone: 042-35880062

**Secondary Contact:**

**Majeed Sharif**

Program Officer

Punjab Information Technology Board, Government of Punjab

11<sup>th</sup> floor Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore.

Email: [majeedsharif@pitb.gov.pk](mailto:majeedsharif@pitb.gov.pk)

Office Phone: 042-35880062

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via Primary Contact in writing with copy to secondary contact. In case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact with copy to primary contact.

Bidders are also required to state, in their proposals, the name, title, fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

As authority competent to accept the tender, the Purchaser reserves the right to cancel the tender, accept or reject one or all bids without assigning any reason thereof.

Failure to supply required services within the specified time period will invoke penalty as specified in this document.

## **TERMS AND CONDITIONS OF THE TENDER**

### **3. Definitions**

In this document, unless there is anything repugnant in the subject or context:

- 3.1 "Client/Procuring Agency/Purchaser" means the Punjab Information Technology Board (PITB) or any other person/entity for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purpose of the contract.
- 3.2 "Confirmation" means confirmation in writing.
- 3.3 "LOT" represents region, as divided based on geographical location (elaborated in Table1 of this document) and requires that interested bidders to bid separately for each LOT interested in.



- 3.4 “Contractor/Bidder/Tenderer” means an entity/company/organization that is a registered bidder with the Purchaser and has submitted its bid as per the criteria/specifications listed.
- 3.5 “Contract” means the contract proposed to be entered into between the procuring entity and the Bidder, including all attachments, appendices, and all documents incorporated by reference therein.
- 3.6 “Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.7 “Day” means a standard business working day.
- 3.8 “Fraudulent and Corrupt practices” will have the same bearing and meaning as are defined in the Punjab Public Procurement Consultancy Services Rules 2012.
- 3.9 “Government” means the Government of the Punjab.
- 3.10 “In writing” means communicated in written form e.g., by registered mail, e-mail / fax (followed by a formal registered mail), delivered with proof of receipt.
- 3.11 “Person” individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 3.12 "Pre-Bid Meeting" means the meeting conducted by the procuring entity prior to actual date of bid opening.
- 3.13 “Procurement Methods” means any one of the procurement modes / methods as provided in the Punjab Procurement Rules 2009 published by the Punjab Procurement Regulatory Authority (PPRA), Government of Punjab.
- 3.14 “Proposal” means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a bidder in response to this RFP.
- 3.15 “RFP” means Request for Proposals, including any amendments that may be made by the procuring agency for the selection of bidder.
- 3.16 “SBD” means Standard Bidding Documents.
- 3.17 “Services” means the tasks to be performed by the bidder pursuant to the Contract made in accordance with the listed scope under Clause 6.
- 3.18 “TEC” means the Technical Evaluation Committee, constituted for the purpose of evaluating the technical proposals received.
- 3.19 “Training Session” means a period of time where the bidder provides instruction on a particular training for software application.
- 3.20 "Works" means work to be done by the Contractor under the Contract.
- 3.21 “DEO” means Data Entry Operator.
- 3.22 “DHQ” means District Head Quarter Hospital
- 3.23 “THQ” means Tehsil Head Quarter Hospital

#### **4. Headings and Titles**

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

## 5. Notice

5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:

5.1.1 in writing or email or publication of corrigendum notice in paper with details posted on PITB website;

5.1.2 issued within reasonable time;

5.1.3 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

## 6. Scope of Work and Deliverables:

### 6.1 Project Scope and Location.

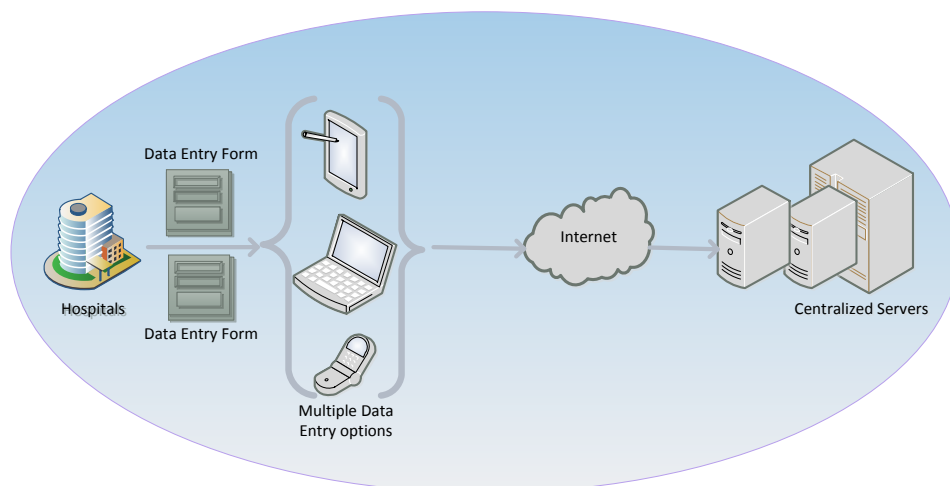
The project proposes deployment of Centralized Disease Surveillance System to monitor diseases occurrence and outbreak.

The project targets collection of disease surveillance data from teaching hospitals and district headquarters in the phase I. Data collected will be used for early disease detection for better management of health related issues throughout Punjab.

- Teaching Hospitals
- DHQs
- THQs (Phase II)
- Any other facilities as specified by the purchaser

### 6.2 Proposed System.

The system proposes easy to use data entry interface available via internet to report diseases. There are multiple options to report data from hospitals to centralized server including cell phone, tablets or personal computers.



The data entry interface will be exposed to Government Hospitals (Teaching Hospitals and DHQs) via secured usernames and passwords. However private hospitals and laboratories may also be engaged to enter data into the system as and when required depending upon the prevailing disease and ailment caused by it.

Participating hospitals will be held responsible under supervision of Health Department, Government of Punjab to report data into the following tentative format (Data Entry Format as specified below is subject to change without prior notice).

Hospital Name  Sr. No. _____ CNIC Number: _____ Cell Number: _____ Location: _____ Disease: _____  Test report details if specified: _____	Hospital Name  Sr. No. _____ CNIC Number: _____ Cell Number: _____ Location: _____ Disease: _____  Test report details if specified: _____
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Hospitals may fill up all such receipts during the day via existing manual process and send them over to central data entry personal within the same premises immediately or latest by day end. Location will be further subdivided into District, Tehsil, UC, Town or Street Address as determined by stakeholders.

The document proposes that central data entry room will be occupied with Data Entry Operators or DEO will be placed at strategic counters where the data follow is to be captured.



### 6.3 Data Entry.

The project outlines the requirement of Data Entry Operators to be provisioned to hospitals (Teaching Hospitals, DHQs and THQs) or any other location at the discretion of the purchaser. DEOs will be equipped with laptops and Internet Dongle or any other means of internet connectivity (stays as the responsibility of selected vendor). DEOs as stationed into designated locations will be tasked to enter data into the system through internet.

**6.4 Location of the project.**

Following serves as a tentative plan to roll out Disease Surveillance System in facilities during the gestation period of the project.

Sr. No.	Implementation
1	Teaching Hospitals
2	DHQs
3	And/OR any other Government/Private Hospitals/location throughout Punjab

**Table: 1**

District Name	Division Name	Zone	Teaching Hospitals	DHQ
<b>LOT # 1</b>				
Lahore	Lahore	Zone 1	7	8
<b>LOT # 2</b>				
Kasur	Lahore District Excluding Lahore City	Zone 2		1
Sheikhupura				1
Nankana Sahib				1
Faisalabad	Faisalabad	Zone 3	2	1
Jhang				1
Toba Tek Singh				1
Chiniot				1
Gujranwala	Gujranwala	Zone 4		1
Gujrat				1
Hafizabad				1
Mandi bahauddin				1
Narowal				1
Sialkot				2
<b>LOT # 3</b>				
Multan	Multan	Zone 5	3	1
Lodhran				1
Khanewal				1
Vehari				1
Bahawalnagar	Bahawalpur	Zone 6		1
Bahawalpur			1	1
Rahim Yar Khan			1	1
DG Khan	Dera Ghazi Khan	Zone 7		1
Layyah				1
Muzaffargarh				1
Rajanpur				1
<b>LOT # 4</b>				
Okara	Sahiwal	Zone 8		2
Pakpattan				1
Sahiwal				1
Rawalpindi	Rawalpindi	Zone 9	2	2
Chakwal		Zone 10		1
Jhelum				1
Attock				1
Bhakkar	Sargodha	Zone 11		1
Khushab				1
Mianwali				1
Sargodha				1

\* Purchaser may make re adjustment in foot print of the geographical boundries of the LOTs as need/requirement basis.

<b>List of Teaching Hospitals in Punjab</b>	
<b>Sr. No.</b>	<b>Hospital Name</b>
1	KEMU/Mayo Hospital, Lahore.
2	AIMC/Jinnah Hospital, Lahore.
3	PGMI/Lahore General Hospital, Lahore.
4	FJMC/Sir Ganga Ram Hospital, Lahore
5	SIMS/ Services Hospital, Lahore
6	QAMC/BV Hospital, Bahawalpur
7	RMC/Holy Family Hospital, Rawalpindi
8	NMC/Nishter Hospital, Multan.
9	SZMC/Hospital, R.Y.Khan.
10	PMC/Allied Hospital, Faisalabad.
11	Punjab Institute of Cardiology, Lahore
12	Ch. Pervaiz Elahi Institute of Cardiology, Multan.
13	Faisalabad Institute of Cardiology, Faisalabad.
14	Rawalpindi Institute of Cardiology, Rawalpindi.
15	Institute of Child Health & the Children Hospital, Lahore
16	Institute of Child Health & the Children Complex Hospital, Multan

Note: The above list may change on discretion of purchaser.

<b>List of DHQs in Punjab</b>	
<b>Sr. No.</b>	<b>Name of Hospital</b>
1	KOT KHAWAJA Saeed Hospital, Lahore
2	MUNSHI HOSPITAL, Lahore
3	Nawaz Sharif Hospital, YAKI GATE Lahore
4	SAID MITHA Lahore
5	Mozang Hospital Lahore
6	Govt. Shahdara Hospital
7	Govt. Model Town Hospital, Lahore
8	SHEIKH ZAID Hospital Lahore
9	DHQ KASUR
10	DHQ.OKARA
11	DHQ South City Okara
12	DHQ SHEIKHUPURA
13	DHQ Nankana
14	DHQ.GUJRANWALA
15	DHQ M.B.DIN
16	DHQ.HAFIZABAD
17	DHQ/ Sardar Begum Hospital Sialkot
18	AIM SIALKOT
19	DHQ/Aziz Bhatti Shaheed Hospital Gujrat
20	DHQ NAROWAL
21	DHQ.RAWALPINDI
22	DHQ.ATTOCK
23	DHQ.JHELUM
24	CIVIL HOSPITALMURREE
25	SAMLI SNITORIUM
26	DHQ CHAKWAL
27	DHQ.FAISALABAD
28	DHQ.JHANG
29	DHQ.T.T.SINGH
30	DHQ Chiniot
31	DHQ.SARGODHA
32	DHQ.MIANWALI
33	DHQ.KHUSHAB
34	DHQ.BHAKKAR
35	DHQ.R.Y.KHAN
36	DHQ BAHAWALNAGAR
37	B V HOSPITAL BAHAWALPUR
38	DHQ.MULTAN
39	DHQ.VEHARI
40	DHQ. KHANEWAL
41	DHQ. SAHIWAL
42	DHQ. PAKPATTAN
43	DHQ.LODHRAN
44	DHQ.D.G.KHAN
45	DHQ.LAYYAH
46	DHQ.MUZAFARGARH
47	DHQ.RAJANPUR

Note: The above list may change on discretion of purchaser.

6.5 **HR Structure (Mandatory for Operations):**

Resource	Responsibility	Requirement
<b>Project Manager</b>	Overall management of data entry operations in a zone. Interacting with the data providing authority for the availability of documents and clarification of the illegible/damaged/inconsistent documents. Interacting with all stakeholders.	Minimum 1 Project Manager for each Zone
<b>Supervisor</b>	Management of team of data entry operators, solving their problems with the documents and ensuring the correctness of data entered. Marking inconsistent documents to data providing authority for clarification.	Minimum 1 Supervisor for each District  AND If the number of DEOs increases to 10 at any given location then 1 supervisor to 10 DEOs must be assigned.
<b>Data Entry Operator</b>	Does the actual data entry work.	Based on hospital's need Number could vary based on need

*Note: No separate cost for any management and support position is to be charged to purchaser and the cost will be built in the quote of DEOs.*

6.6 **Operational Instructions:**

- Data entry shift will be based on 8 hours and 6 days a week.
- Bidder will have to ensure availability of DEOs in morning, evening and night shift as and when required/specified by purchaser.
- Data Entry Operator must have minimum Intermediate qualification, well versed with computer operations and efficient in typing.
- Minimum 2 hours backup of laptop battery.
- Bidder needs to ensure minimal 98% accuracy in the data reported from hospitals while entering data into the system. Bidder must devise quality assurance mechanism to be illustrated clearly in the proposal
- Any other transportation, Lodging and travelling expenses etc. will also be an obligation on part of bidder within the district.
- Any other cost in lieu of T.A/D.A for travel outside district may be charged as per government rules upon approval.
- Will open and maintain office in the consigned geographical boundaries of awarded contract.



## 6.7 Responsibility Assignment Matrix:

R= Responsible		I = Input required	
Activity	Stakeholders		
	PITB	Health Department	Contractor
Deployment of Human Resources			R
Training	I	I	R
Procurement / availability of hardware for DEOs			R
Connectivity / Internet			R
Software for Data Entry	R		
Table, Chair, Electricity		R	
Quality of Data*		I	R
Hosting of Software Application	R		
Maintenance of software application	R		

\*Note: Based on paper based data set as provided by respective hospitals.

## 6.8 Contract Duration

The Agreement would be effective for the completion of the data entry from the commencement date of contract between purchaser and contractor for the time span of one (1) year.

Subject to necessary budgetary approvals for the next fiscal year, the contract period may be extended beyond the contract tenure mentioned above.

## 7. Tenderer Eligibility

Eligible Tenderer is a Tenderer who:

- 7.1 has a registered office in Pakistan;
- 7.2 has required relevant experience;
- 7.3 Valid Registration Certificate for Income Tax, Sales Tax and / or other allied agencies / organizations / regulatory authorities.
- 7.4 has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.
- 7.5 Conforms to the clause of "Responsiveness of Bid" given herein this tender document.
- 7.6 Goods and Services can only be supplied / sources / routed from origin" in "eligible" member countries.
- 7.7 "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
- 7.8 "origin" shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its

components.

**8. Tender Cost**

The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible / liable for those costs / expenses.

**9. Joint Venture**

Joint venture or partnership firms are not eligible for this tender. Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate.

**10. Examination of the Tender Document**

The Tenderer is expected to examine the Tender Document, including all instructions and terms and conditions and comply with the same in letter and spirit.

**11. Amendment of the Tender Document**

- 11.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 11.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers.
- 11.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Purchaser and the Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

**12. Preparation / Submission of Bid**

- 12.1 The Tenderer may bid for as many LOTS of his choice.
- 12.2 The Tenderer is not allowed to bid for a partial LOT.
- 12.3 The Tenderer is not allowed to bid for part of the services in a LOT.
- 12.4 The Tenderer will submit their respective bids against each Lot separately in a manner explained in this tender document (If bidder is submitting their bid against multiple Lots)
- 12.5 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 12.6 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted.

- 12.7 The Technical and Financial proposals shall be submitted in two different envelopes, the envelopes will be clearly marked 'Technical Proposal' and 'Financial Proposal'. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.
- 12.8 The Technical Proposal shall comprise the following, **without quoting the price:**
- 12.8.1 Technical Proposal Form (Annexure-B)
  - 12.8.2 Affidavit and Undertaking (All terms & conditions and qualifications listed anywhere in the RFP have been satisfactorily vetted) (Annexure-G&H)
  - 12.8.3 Covering letter duly signed and stamped by authorized representative. (Annexure-E)
  - 12.8.4 Evidence of eligibility of the Tenderer and the Services
  - 12.8.5 Evidence of conformity of the Services to the Tender Document (if any)
  - 12.8.6 Technical Brochures / Literature (if any)
  - 12.8.7 The statement must be signed by the authorized representative of the Bidder
  - 12.8.8 Valid Registration Certificate for Income Tax, Sales Tax and / or other allied agencies / organizations / regulatory authorities.
  - 12.8.9 Power of Attorney, if an authorized representative is appointed (Annexure-F)
- 12.9 The Financial Proposal shall comprise the following:
- 12.9.1 Financial Proposal Form (Annexure-C)
  - 12.9.2 Price Schedule (Annexure-D)
  - 12.9.3 Tender Security (**As per provisions of the clause "Tender Security" of this document and separate for each Lot if a bidder is submitting their bids for multiple Lots**) (Annexure- I)
- 12.10 The Tenderer shall seal the Original Technical Proposal in an envelope duly marked as under:

Original Technical Tender for

Tender Name. [Number of Tender]

LOT No:

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

12.11 The Tenderer shall seal the Duplicate Technical Tender in an envelope duly marked as under:

Duplicate Technical Proposal for

Tender Name. [Name of Tender]

LOT No:

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

12.12 The Tenderer shall follow the same process for the Financial Tender.

12.13 The Tenderer shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Tender for

Tender Name. [Name of Tender]

LOT No:

Strictly Confidential

Open on [Last Date of submission of the Tender]

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

12.14 The Tenderer shall again seal the sealed envelopes of Duplicate Technical Proposal and the Duplicate Financial Proposal in an outer envelope, duly marking the envelope as under:

Duplicate Tender for  
Tender Name. [Name of Tender]  
LOT No:

Strictly Confidential  
Open on [Last Date of submission of the Tender]

[Name of the Purchaser]  
[Address of the Purchaser]

[Name of the Tenderer]  
[Address of the Tenderer]  
[Phone No. of the Tenderer]

- 12.15 The Tenderer shall enclose soft copies of the Technical Proposal and the Financial Proposals, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.
- 12.16 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer. Noncompliance with the same will cause the rejection of bid at the time of bid opening.

### **13. Tender Price**

- 13.1 The quoted price shall be:
- 13.1.1 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
- 13.1.2 in Pak Rupees (PKR);
- 13.1.3 inclusive of all taxes, duties, levies, insurance, freight, etc.
- 13.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 13.3 Where no prices are entered against any item(s), the price of that item shall be deemed to have been distributed among the prices of other items, and no separate payment shall be made for that item(s).

## 14. Tender Security

- 14.1 The Tenderer shall furnish the Tender Security as under:
  - 14.1.1 As part of financial bid envelope, **failing which will cause rejection of bid.**
  - 14.1.2 LOT wise tender security (Separate for each LOT, if the bidder is participating for more than one LOTs) would be submitted by the Bidder;
  - 14.1.3 if Total Tender Price is less than or equal to PKR 5.00 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;
  - 14.1.4 if the Total Tender Price is more than PKR 5.00 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document;
  - 14.1.5 for a sum equivalent to 2% of the Total Tender Price;
  - 14.1.6 denominated in Pak Rupees;
  - 14.1.7 having a minimum validity period of ninety days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- 14.2 The proceeds of the Tender Security shall be payable to the Purchaser, on the occurrence of any / all of the following conditions:
  - 14.2.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
  - 14.2.2 If the Tenderer does not accept the corrections of his Total Tender Price; or
  - 14.2.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
- 14.3 The Tender security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the tender security only. The Tender Security shall be returned to the successful Tenderer on furnishing the Performance Security.

## 15. Tender Validity

The Tender shall have a minimum validity period of ninety days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Tender security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Tender security.

## 16. Modification / Withdrawal of the Tender

- 16.1 The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

- 16.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Tender Security.

## **17. Opening of the Tender**

- 17.1 Tenders shall be opened, at the given place, time and date, in the presence of the Tenderer(s), if available, for which they shall ensure their presence without further invitation.
- 17.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 17.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location. Non-compliance will cause the rejection of respective bidder.

## **18. Clarification of the Tender by the Purchaser**

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is solid discretion of the purchaser

## **19. Determination of Responsiveness of the Bid (Tender)**

- 19.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
- 19.1.1 meets the eligibility criteria for the Tenderer for the Services;
  - 19.1.2 meets the Technical Specifications for the Services;
  - 19.1.3 meets the delivery period / point for the Services;
  - 19.1.4 meets the rate and limit of liquidated damages;
  - 19.1.5 offers fixed price quotations for the Services;
  - 19.1.6 is accompanied by the required Tender Security as part of financial bid envelope;
  - 19.1.7 The original receipt of tender fee submitted, attached with technical bid envelope;
  - 19.1.8 is otherwise complete and generally in order;
  - 19.1.9 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.

- 19.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- 19.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

## **20. Tender Currency**

All financial transactions (cost estimates & payments) under this tender would be made in Pakistani Rupees (PKR).

## **21. Correction of errors / Amendment of Tender**

- 21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
- 21.1.1 if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
- 21.1.2 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
- 21.1.3 if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.
- 21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 21.4 The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the terms and conditions of the Contract / Technical Specifications, shall be added to the corrected Tender Price for comparison purposes only. No credit shall be given for offering delivery period earlier than the specified period.
- 21.5 The Tenderer shall state the Tender Price for the payment terms outlined in the Conditions of Contract which will be considered for the evaluation of the Tender. The Tenderer may state alternate payment terms and indicate the reduction in the Tender price offered for such alternative payment terms. The Purchaser may consider the alternative payment terms offered by the Tenderer.



- 21.6 The Tenderers may offer discounts for items which shall be taken into account in the evaluation of the Tenders so as to determine the Tender offering the lowest evaluated cost for the Purchaser in deciding award(s) for whole tender.

## **22. Rejection / Acceptance of the Bid**

- 22.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) of services required without any change in unit prices or other terms and conditions, accept a bid reject any or all bid(s), cancel / annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Tenderer of the grounds for the Purchaser's action, and without thereby incurring any liability to the Tenderer and the decision of the Purchaser shall be final.
- 22.2 The Tender shall be rejected if it is:
- 22.2.1 substantially non-responsive; or
  - 22.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
  - 22.2.3 incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or
  - 22.2.4 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
  - 22.2.5 the Tenderer submits more than one Tenders; or
  - 22.2.6 the Tenderer refuses to accept the corrected Total Tender Price; or
  - 22.2.7 the Tenderer has conflict of interest with the Purchaser; or
  - 22.2.8 the Tenderer tries to influence the Tender evaluation / Contract award; or
  - 22.2.9 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award.
  - 22.2.10 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
  - 22.2.11 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

## **23. Award Criteria**

- 23.1 At first step tenderer fulfilling mandatory requirements and qualification criteria will stand qualified technically.
- 23.3 At second step technically qualified & successful tenderer will be selected on lowest cost quoted, irrespective of their score in previous step.

## **24. Acceptance Letter (Letter of Intent)**

The Purchaser shall, send the Acceptance Letter (Letter of Intent) to the technically and financially successful Tenderer, prior to the expiry of the validity period of the Tender, which shall constitute a contract, until execution

of the formal Contract. However, the Purchaser reserves exclusive right to cancel/annul or amend the Letter of Intent at any time without giving any reason thereof.

## **25. Performance Security**

- 25.1 The successful Tenderer shall furnish Performance Security as under:
  - 25.1.1 LOT wise performance security (Separate for each LOT, if the bidder is successful for more than one LOTs) would be submitted by the Bidder;
  - 25.1.2 within seven (7) working days of the receipt of the Acceptance Letter from the Purchaser;
  - 25.1.3 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan or allowed to carry out financial transaction in Pakistan, as per the format provided in the Tender Document;
  - 25.1.4 for a sum equivalent to 10% of the contract value;
  - 25.1.5 denominated in Pak Rupees;
  - 25.1.6 have a minimum validity period until the date of termination of services, or fulfillment of all obligations under the contract, whichever is later.
- 25.2 The proceeds of the Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:
  - 25.2.1 If the Contractor commits a default under the Contract;
  - 25.2.2 If the Contractor fails to fulfill any of the obligations under the Contract;
  - 25.2.3 If the Contractor violates any of the terms and conditions of the Contract.
- 25.3 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.

## **26. Redressal of grievances by the procuring agency**

- 26.1 The procuring agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 26.2 Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report under rule 35 of PPRA rules 2009.
- 26.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 26.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 26.6 Any bidder not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.

**TERMS & CONDITIONS OF THE DRAFT CONTRACT**

**DRAFT Contract for  
PROCUREMENT OF SERVICES  
FOR  
Rendering Services of Data Entry / Digitization**

between

**Punjab Information Technology Board (PITB)**

and

**Successful Bidder/Contractor (\_\_\_\_\_)**

Dated:

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## I. Agreement

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between [full legal name of the Purchaser] (the “Purchaser”), on the one part,

and

[full legal name of Contractor], on the other part severally liable to the Purchaser for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “Contractor.”

### RECITALS

WHEREAS,

- (a) The Government through the Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the consulting services as described in the contract.
- (b) The Purchaser has requested the Contractor to provide certain services as described in Tender Document; and
- (c) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby covenants with the Purchaser to supply the Services and provide the Services, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.
2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Services.
3. The following shall be deemed to form and be read and construct as part of this Contract:
  - a. The Tender Document
  - b. Bidder’s Proposal
  - c. Terms and Conditions of the Contract

- d.** Special Stipulations
  - e.** The Technical Specifications
  - f.** Tender Form
  - g.** Price Schedule
  - h.** Affidavit(s)
  - i.** Authorized Dealership / Agency Certificate
  - j.** Performance Security
  - k.** Service Level Agreement (SLA) (if required)
  - l.** Non-Disclosure Agreement (if required)
  - m.** Any Standard Clause acceptable for Purchaser
4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

## II General Conditions of Contract

**27. Contract**

The Purchaser shall, after receipt of the Performance Security from the successful Tenderer, send the Contract provided in the Tender Document, to the successful Tenderer. Within three working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Purchaser.

**28. Contract Documents and Information**

The Contractor shall not, without the Purchaser's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications, drawing(s), pattern(s), sample(s) or information furnished by or on behalf of the Purchaser in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

**29. Contract Language**

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Purchaser, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

**30. Standards**

The Services provided under this Contract shall conform to the authoritative latest industry standards.

**31. Patent Rights and Rights to the Contents of the Program**

The Contractor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Service or any part thereof. The Purchaser will hold the exclusive rights to the contents of this program with a view to information dissemination through press releases, video documentary or any electronic production of the project and broadcast it over national and international, conventional and modern media. The contractor in no way allowed to publish any content related to this program in print or electronic media and in case of non-compliance with this clause the contractor may be blacklisted by the Purchaser and may not be allowed to participate in any future Government Projects.

**32. Execution Schedule**

The Contractor shall submit an Execution Schedule, giving details of services rendered, as required under the Contract, to the Client, within three days of the signing of the Contract.

### **33. Payment**

- 33.1 The Contractor shall submit an Application for Payment (Invoice), in the prescribed form, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Services provided, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Certificate of Payment, if any.
- 33.2 The Purchaser shall issue a Certificate of Payment, in the prescribed form, with a copy to the Contractor, verifying the amount due, within seven days of receipt of an Application for Payment. The Client may withhold a Certificate of Payment on account of defect(s) / short coming(s) in the services provided. The Client may make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate.
- 33.3 The Purchaser shall pay the amount verified in the Certificate of Payment within twenty one (21) days of receipt of a Certificate of Payment. Payment shall not be made in advance. The Purchaser shall make payment for the Services provided, to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque on as per actual basis.
- 33.4 Payments shall be made against successful delivery of services at end of each month
- 33.5 The contractor shall submit attendance certificate of each DEO duly signed by designated person by the purchaser for the purpose or other documentary evidence as the Purchaser may require.

### **34. Price**

The Contractor shall not charge prices for the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule or not agreed by the Purchaser as per this Contract.

### **35. Contract Amendment**

- 35.1 The Purchaser may, at any time, by written notice served on the Contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Services / the Works, in whole or in part.
- 35.2 The Contractor shall, within ten working days of receipt of such notice, submit a cost estimate and execution schedule of the proposed change (hereinafter referred to as the Change), to the Purchaser.
- 35.3 The Contractor shall not execute the Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client.
- 35.4 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- 35.5 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

### **36. Assignment / Subcontract**

- 36.1 The Contractor may assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.



36.2 The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

**37. Extensions in time for performance of obligations under the Contract**

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser with a copy to the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor with a copy to the Client, extend the Contractor's time for performance of its obligations under the Contract.

**38. Liquidated Damages**

If the Contractor fails / delays in performance of any of the obligations / service provisioning, under the contract / violates any of the provisions of the Contract / commits breach of any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @10% of daily amount of the quoted cost of a resource (Data Entry Operator), will be charged per day per resource.

**39. Blacklisting**

39.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract /Letter of Intent, violates any of the provisions of the Contract /Letter of Intent, commits breach of any of the terms and conditions of the Contract or Letter of Intent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector.

39.2 If the Contractor is found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector.

**40. Forfeiture of Performance Security**

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Intent, violates any of the provisions of the Contract /Letter of Intent, commits breach of any of the terms and conditions of the Contract or Letter of Intent, the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.

Failure to supply required items/services within the specified time period will invoke

penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

**41. Termination for Default**

41.1 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

41.2 If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Services / Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

**42. Termination for Insolvency**

If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

**43. Termination for Convenience**

43.1 The Purchaser may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.

43.2 The Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining services, the Purchaser may elect:

43.2.1 to have any portion thereof completed and delivered; and/or

43.2.2 to cancel the remainder and pay to the Contractor an agreed amount for partially completed Services or Works previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

**44. Force Majeure**

44.1 Force majeure shall mean any event, act or other circumstances not being an event, act or circumstance under the control of the purchaser or of the contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure. If by reasons of Force Majeure supplies cannot be delivered by the due delivery date then the delivery date may be extended appropriately by the

purchaser keeping in view all the circumstances and requirements of the Purchaser.

44.2 The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.

44.3 If a Force Majeure situation arises, the Contractor shall, by written notice served on the Purchaser with a copy to the Client, indicate such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform 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.

#### **45. Dispute Resolution**

45.1 The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

45.2 If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

#### **46. Statutes and Regulations**

46.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan. The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.

46.2 The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

#### **47. Taxes and Duties**

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan applicable at time of contract.

#### **48. Contract Cost**

The Contractor shall bear all costs / expenses associated with the preparation of the Contract including the cost of legal stamp papers of relevant value to sign the contract and the Purchaser shall in no case be responsible / liable for any such costs / expenses.

**49. The Client**

- 49.1 The Client shall only carry out such duties and exercise such authority as specified in the Contract. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract, except as expressly stated in the Contract.
- 49.2 The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.
- 49.3 The Client shall conform to all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

**50. Authorized Representative**

- 50.1 The Purchaser, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- 50.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, the Client or the Contractor.
- 24.1 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 24.2 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- 24.3 Notwithstanding above Clause, any failure of the Authorized Representative to disapprove Services or Works shall not prejudice the right of the Client to disapprove such Services or Works and to give instructions for the rectification thereof.
- 24.4 If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser / the Client, the Contractor may refer the matter to the Purchaser / the Client who shall confirm, reverse or vary such decision or instruction.

**51. Waiver**

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

**52. Training**

- 52.1 The Contractor shall arrange and undertake a comprehensive training program for the staff nominated by the Purchaser / the Client to ensure that they shall acquire a good working knowledge of supply of such Services to be supplied under the Contract.
- 52.2 In case of non-compliance with instructions, non-cooperation or other difficulties experienced by the Contractor with regard to any of these personnel, the Contractor shall apprise the Purchaser / Client and proceed to implement suitable remedial measures after consultation with them.

**Documentation**

The contractor shall furnish proposed SLA for operations in the field which will be vetted by purchaser accordingly and approved.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

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

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

Signature

Signature

Name

Name

Witnessed By:

Witnessed By:

**WITNESSES**

Signature \_\_\_\_\_  
CNIC # \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

Signature \_\_\_\_\_  
CNIC # \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

**53. Special Stipulations**

<b>SCHEDULE-A, SPECIAL STIPULATIONS</b>	
<b>For ease of Reference, certain special stipulations are as under:</b>	
<b>Tender Security</b>	<p>The Contractor shall furnish the Tender Security as under:</p> <p>For each Lot separately (if bidder is submitting their bids against multiple Lots)</p> <p>if Total Tender Price is less than or equal to PKR 5 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; if Total Tender Price is more than PKR 5 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document; for a sum equivalent to 2% of the Total Tender Price; denominated in Pak Rupees;</p> <p>Have a minimum validity period of ninety days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later</p>
<b>Performance Security</b>	<p>The successful Contractor shall furnish Performance Security as under:</p> <p>For each Lot separately (if the bidder is technically and financially successful against more than one Lot(s))</p> <p>within seven (7) working days of the receipt of the Acceptance Letter from the Purchaser;</p> <p>in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;</p> <p>for a sum equivalent to 10% of the contract value;</p> <p>denominated in Pak Rupees;</p> <p>Have a minimum validity period of ninety days from the date of Award Notification or until the date of expiry of warranty period, whichever is later</p>
<b>Start operation of Services</b>	15-calendar days after issuance of Letter of Intent (LOI).
<b>Deployment of Resources and</b>	15-calendar days after issuance of LOI

<b>Liquidated damages for failure in supply of Services by the Contractor</b>	If the Contractor fails / delays in performance of any of the obligations / service provisioning, under the contract / violates any of the provisions of the Contract / commits breach of any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @10% of daily amount of the quoted cost of a resource (Data Entry Operator), will be charged per day per resource.
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## Annexure-A

### Technical Evaluation Criteria

The bids will be evaluated in two steps. The first step would ensure that mandatory requirements are met as listed below. In the second step financial proposals of only those firms which meet the requirements will be evaluated.

The bids will be evaluated in a manner prescribed given below and in Clauses 6,7, 19 and 22 of this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections. Thereafter bidders with the lowest quote based on financial proposal will be declared successful. Bidder may apply for any LOT or multiple LOTs but the proposal, tender security etc. will be submitted for each lot separately and each LOT will be evaluated separately.

Sr. No.	Mandatory Requirements	Y/N
1.	Firm must be registered and working in Pakistan	
2.	Firm must be having valid NTN certificate with registered office in Pakistan	
3.	Firm should not have been blacklisted or involved in litigation in past or account of delivering tempered / low quality equipment or failure to deliver to any of its customer in public or private sector.	
4.	Financial turn over in last 12-months should not be less than PKR 10-Million or PKR 15- Million cumulative in last 3 years for similar assignments (data digitization). Provide documented verifiable proof.	
5.	Should have undertaken a project of similar nature in last 5 years in public / private sector. Provide documented verifiable proof.	

**Note:** Documentary proof for all above mandatory requirement is must. The bids will be evaluated technically on the basis of above mentioned criteria. Non-conformity with any or all mandatory requirements would result in technical disqualification of the bid.



**Annexure-B**

**Technical Proposal Submission Form (on letterhead)**

[Location, Date]

To     \_(Name and address of Client / Purchaser)\_

Dear Sir,

We, the undersigned, offer to provide the \_(insert title of assignment)\_ in accordance with your Request for Proposal/Tender Document dated \_(insert date)\_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide supply of \_\_\_\_\_related to the assignment.

We also confirm that the Government of Pakistan / Punjab has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

**Annexure-C**

**Financial Proposal Submission Form (Part of Financial Bid Envelope)(on letterhead)**

[Location, Date]

To     \_(Name and address of Client / Purchaser)\_

Dear Sir,

We, the undersigned, offer to provide the \_(Insert title of assignment)\_ in accordance with your Request for Proposal dated \_(insert date)\_ and our Technical Proposal. Our attached Financial Proposal is for the sum of \_(insert amount in words and figures)\_. This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in \_\_\_\_\_ of the Proposal Data Sheet.

We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

**Annexure-D**

The table is to be read in conjunction with the notes written below and Section 6 mentioning the Scope.

**Financial Cost Sheet / Price Table**

**Lot # 1**

<b>ITEM</b>	<b>Per Resource/Monthly Cost</b> (Inclusive Taxes)	<b>Qty</b>	<b>TOTAL COST</b> <i>(Per Resource/Monthly Cost * Qty)</i> (Inclusive Taxes)
<b>Data Entry Operators + Laptop + Internet + Overheads</b> <b>(8 Hrs Shift)</b>		125	<b>Box X</b>

Box X: AMOUNT HERE WILL DETERMINE THE LOWEST BID

**Lot # 2**

<b>ITEM</b>	<b>Per Resource/Monthly Cost</b> (Inclusive Taxes)	<b>Qty</b>	<b>TOTAL COST</b> <i>(Per Resource/Monthly Cost * Qty)</i> (Inclusive Taxes)
<b>Data Entry Operators + Laptop + Internet + Overheads</b> <b>(8 Hrs Shift)</b>		125	<b>Box X</b>

Box X: AMOUNT HERE WILL DETERMINE THE LOWEST BID

### Lot # 3

ITEM	Per Resource/Monthly Cost (Inclusive Taxes)	Qty	TOTAL COST <i>(Per Resource/Monthly Cost * Qty)</i> (Inclusive Taxes)
<b>Data Entry Operators + Laptop + Internet + Overheads (8 Hrs Shift)</b>		125	<b>Box X</b>

Box X: AMOUNT HERE WILL DETERMINE THE LOWEST BID

### Lot # 4

ITEM	Per Resource/Monthly Cost (Inclusive Taxes)	Qty	TOTAL COST <i>(Per Resource/Monthly Cost * Qty)</i> (Inclusive Taxes)
<b>Data Entry Operators + Laptop + Internet + Overheads (8 Hrs Shift)</b>		125	<b>Box X</b>

Box X: AMOUNT HERE WILL DETERMINE THE LOWEST BID

Notes to the Price Table:

- 1) *Box X is the total Bid Price of a specific LOT*
- 2) *Quantity/ Number of Data Entry Operators present figures for the purposes of evaluation only and does not bind purchaser for the purchase as listed*
- 3) *The bids shall be prepared on the units given in Table above.*
- 4) *DEOs will be engaged on the basis of Per Unit/Month Cost as per the requirement*
- 5) *Quantity of resources may be increased / decreased on need bases by the purchaser.*
- 6) *Payment against all above mentioned services will only be made on actual consumption basis.*
- 7) *All government notified fees, charges (if any) incurred to offer the aforementioned services shall be transferred as per actual to the Purchaser after prior approval from the Purchaser.*
- 8) *The Purchaser may not utilize volume in Box X regardless of which payments to be made.*
- 9) *Month is considered as 48 hours work week (4 week month).*

\_\_\_\_\_

In the capacity of

Duly authorized by

Signature of authorized person

Name & Official Seal:

Date \_\_\_\_\_ Place \_\_\_\_\_

**Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.**

**Annexure-E**

**Format for Covering Letter (On letterhead)**

To  
(Name and address of Purchaser)

**Sub:** \_\_\_\_\_.

Dear Sir,

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of \_\_\_\_ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the \_(insert name of the Purchaser)\_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- g) We would like to clearly state that we qualify for this work as our company meets all the pre-F criteria indicated on your tender document. The details are as under:

\_\_\_\_\_  
Authorized Signatures with Official Seal

### **INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY**

- a)** To be executed by an authorized representative of the bidder.
- b)** The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c)** Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- d)** In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

**Annexure-F**

**Format of Power-of-Attorney**

**POWER OF ATTORNEY**

(On a Legal / Revenue Stamp Paper of PAKISTAN)

We (name of the company and address of the registered office) do hereby appoint and authorize Mr. / Ms. (full name and residential address) bearing Pakistan's Computerized National Identity Card (CNIC) no. (Complete CNIC no.) who is presently engaged with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

For \_\_\_\_\_

(Signature)

(Name, Designation and Address)

Accepted:

(Signature)

(Name, Title and Address of the Attorney)

Date:

**Annexure-G**

**On Legal Stamp paper**

**UNDERTAKING**

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and is liable to any punitive action for furnishing false information / documents.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Signature

(Company Seal)

\_\_\_\_\_

In the capacity of

Duly authorized to sign bids for and on behalf of: (Company/Bidder Name)



**Annexure-H**

**On Legal Stamp paper**

**AFFIDAVIT**

**Integrity Pact**

We (Name of the bidder / supplier) being the first duly sworn on oath submit, that Mr. / Ms. \_\_\_\_\_ (if participating through agent / representative) is the agent / representative duly authorized by (Name of the bidder company) hereinafter called the Contractor to submit the attached bid to the (Name of the Purchaser). Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the (Name of the Purchaser) any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

\_\_\_\_\_  
Signature & Stamp

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

**Annexure-I**

**TENDER SECURITY FORM**

**WHEREAS** [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name (hereinafter called "the Tender") to the [Name and Address of the Purchaser] (hereinafter called "the Purchaser") for the Total Tender Price of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_).

**AND WHEREAS** [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

**THEREFORE** the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the corrections of his Total Tender Price; or
3. If the Contractor, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to \_\_\_\_\_ or until furnishing of the Performance Security, whichever is later.

Date this \_\_\_\_\_ day of 2012.

**GUARANTOR**

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_

## Annexure-J

### PERFORMANCE SECURITY

**Issuing Authority:**

**Date of Issuance:**

**Date of Expiry:**

**Claim Lodgment Date:**

**WHEREAS** [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Services and render the Services against Tender Name (hereinafter called "the Contract") for the Contract Value of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within seven working days of the receipt of the Acceptance Letter from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Purchaser, for a sum equivalent to Rs. \_\_\_\_\_ (10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to \_\_\_\_\_ or until expiry of warranties or all obligations have been fulfilled in accordance with the Contract, whichever is later.

Date this \_\_\_\_\_ day of 2012.

**GUARANTOR**

Signature \_\_\_\_\_

CNIC # \_\_\_\_\_

Name \_\_\_\_\_

Designation \_\_\_\_\_

Address \_\_\_\_\_