

Tender Document

Tender No. 127042017-1

**PROCUREMENT OF DATA ENTRY OPERATORS
(DEOs), PVC CARD PRINTING AND MANAGED
PRINTING SERVICES FOR THE PROJECTS TITLED
“REVAMPING OF 14 THQs” AND
“REVAMPING OF DHQs”**



Punjab Information Technology Board (PITB)

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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.

Applicability of Punjab Procurement Rules, 2014

This Bidding Process will be governed under Punjab Procurement Rules, 2014, 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, 2014 will be strictly followed. These may be obtained from PPRA's website.

[http://ppra.punjab.gov.pk/sites/ppra.pitb.gov.pk/files/Final%20Notified%20PPR-2014%20\(ammended%20upto%2006.01.2016\).pdf](http://ppra.punjab.gov.pk/sites/ppra.pitb.gov.pk/files/Final%20Notified%20PPR-2014%20(ammended%20upto%2006.01.2016).pdf)

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules, 2014.

1.2 Mode of Advertisement(s)

As per Rule 12(1&2), this Tender is being placed online at PPRA's website, as well as being advertised in print media.

As per Rule 12(2), this Tender is also placed online at the website of Purchaser. The tender document is available in the office of Punjab Information Technology Board, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore & the same may be obtained subject to the payment of cost of printing and provision of the document which is Rs. 1000/-. Tender Document is also available at www.pitb.gov.pk and www.ppra.punjab.gov.pk and may be downloaded free of cost.

All prospective bidders are required to collect a Challan Form from the Procurement Assistant, PITB at above given address; to submit an amount of Rs. 1,000/- in PITB's account. The deposit slip / Challan Form must accompany respective bid.

1.3 Type of Open Competitive Bidding

As per Rule 38(2) (a), Single Stage - Two Envelope Bidding Procedure shall be followed. The said procedure is reproduced as follows:

- (i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;
- (ii) the envelopes shall be marked as "Financial Proposal" and "Technical Proposal";
- (iii) in the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency;
- (iv) the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- (v) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at the time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
- (vii) the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and
- (viii) the lowest evaluated bidder shall be awarded the contract.

2. Bidding Details (Instructions to Bidders)

All bids must be accompanied by Bid Security (Earnest Money) as part of Financial bid and as per provisions of the clause “Bid Security” of this document in favor of **“Punjab Information Technology Board”**. The complete bids as per required under this tender document must be delivered into the Tender Box No.1, placed at reception of Punjab Information Technology Board, not later than 1500 hours on last date of submission of bids i.e. **11th May, 2017**, late bids shall not be considered. The Technical bids shall be publicly opened in the Committee Room of Punjab Information Technology Board, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, at 15:30 hours on, **11th May, 2017**. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the services must be received in writing to the Purchaser till **3rd May, 2017**. Any query received after said date may not be entertained. All queries shall be responded to within due time. PITB will host a Pre-bid session at PITB premises (13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore) at 1100 hours on **4th May, 2017**.

The bidder shall submit bids which comply with the Bidding Document. Alternative bids and options shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding **“Determination of Responsiveness of Bid”** and **“Rejection / Acceptance of the Tender”** for making their bids substantially responsive to the requirements of the Bidding Document.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

Primary Contact

Shahzad Anwer

Programme Manager

Punjab Information Technology Board, Government of Punjab

11th floor Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore.

Email: shahzad.anwer@pitb.gov.pk

Office Phone: 042-35880062 Ext: (1173)

Muhammad Ali Asif

Project Coordinator

Punjab Information Technology Board, Government of Punjab

11th floor Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore.

Email: aliasif@pitb.gov.pk

Office Phone: 042-35880062 Ext: (1196)

Secondary Contact

Shahid Akram Khan

Joint Director (EGA)

Punjab Information Technology Board, Government of Punjab

11th floor Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore.

Email: shahid.khan@pitb.gov.pk

Office Phone: 042-35880062 Ext: (1355)

Muhammad Shaukat Qureshi

Joint Director (Procurement), PITB

Email: muhammad.qureshi@pitb.gov.pk

Office Phone: 042-35880062

13th Floor, Arfa Software Technology Park, 346-B,
Ferozepur Road, Lahore, Pakistan

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 the Primary Contact and in writing (e-mail and letters) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), 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.

Failure to supply required items/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:

- 3.2 “Authorized Representative” means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.
- 3.3 “Availability and Reliability” means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- 3.4 “Client” means the Project lead of technical wing of the Purchaser for whose’ particular project the Goods/Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.
- 3.5 “Bidder/Tenderer” means the interested Firm/Company/Supplier/Distributors that may provide services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- 3.6 “Commencement Date of the Contract” means the date of signing of the Contract between the Purchaser and the Contractor.
- 3.7 “Contract” means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 3.8 “Contractor / Vendor” means the Tenderer whose bid has been accepted and awarded Letter of Acceptance for a specific item followed by the signing of Contract.
- 3.9 “Contract Price” means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.10 “Day” means calendar day.
- 3.11 “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.
- 3.12 “Person” includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 3.13 “Proposal” means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a bidder in response to this RFP.
- 3.14 “RFP” means Request for Proposals, including any amendments that may be made by the procuring agency for the selection of bidder.
- 3.15 “Prescribed” means prescribed in the Tender Document.
- 3.16 “Purchaser” means the Punjab Information Technology Board (PITB) or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.
- 3.17 “SBD” means Standard Bidding Documents.
- 3.18 “Services” means the tasks to be performed by the bidder pursuant to the Contract made in accordance with the listed scope under Clause-6.
- 3.19 “TEC” means the Technical Evaluation Committee, constituted for the purpose of evaluating the technical proposals received.
- 3.20 “Training Session” means a period of time where the bidder provides instruction on a particular training for software application.
- 3.21 “Works” means work to be done by the Contractor under the Contract.
- 3.22 “DEO” means Data Entry Operator.
- 3.23 “Eligible” is defined as any country or region that is allowed to do business in Pakistan by

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;
- 5.1.2 issued within reasonable time;
- 5.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- 5.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

6. Scope of work and Deliverables:

6.1 Punjab Information Technology Board (PITB), (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders") for provisioning of Data Entry Operator services and Managed Printing Services for Hospital Information Management System (hereinafter referred to as "the Services").

6.2 Detailed scope of work is attached at Annexure "A"

7. Tender Eligibility/Qualification Criteria

Eligible Bidder/Tenderer is a Bidder/Tenderer who:

- 7.1 Has a registered / incorporated company / firm in Pakistan with relevant business experience of last three (03) years.
- 7.2 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate).
- 7.3 Has valid Registration of General Sales Tax (GST) & National Tax Number (NTN).
- 7.4 Has submitted bids for complete lots and relevant bid security.
- 7.5 Has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper is mandatory), failing which will cause rejection of the bid.
- 7.6 Has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment (CV's of DEOs, Project Manager, Supervisor / List of Names).
- 7.7 Conforms to the clause of "Responsiveness of Bid" given herein this tender document.
- 7.8 Goods and Services can only be supplied / sources / routed from origin" in "eligible" member countries.
- 7.9 "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

Note: Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.

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 / Consortium

Joint venture / consortium are not eligible for this tender.

10. Examination of the Tender Document

The Tenderer is expected to examine the Tender Document, including all instructions and terms and conditions.

11. Clarification of the Tender Document

The Tenderer may require further information or clarification of the Tender Document, within 05 (five) calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in writing (e.g. e-mail & letter) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

12. Amendment of the Tender Document

- 12.1 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).
- 12.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers as per Punjab Procurement Rules, 2014.
- 12.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules, 2014.

13. Preparation / Submission of Tender

- 13.1 The tenderer is allowed to bid for any or all lots separately.
- 13.2 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.
- 13.3 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. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.
- 13.4 The Tender shall be in two parts i.e. the technical proposal and the 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.
- 13.5 Technical Proposal shall comprise the following, **without quoting the price:**
- 13.6 Technical Proposal Form (**Annexure-B**)
 - 13.6.1 Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) and Affidavit (Integrity Pact) (**Annexure-G&H**)

- 13.6.2 Covering letter duly signed and stamped by authorized representative. (**Annexure-E**)
- 13.6.3 Evidence of eligibility of the Tenderer and the Goods / Services.
- 13.6.4 Evidence of conformity of the Goods / Services to the Tender Document.
- 13.6.5 List of firm's major national or international clientele for relevant experience.
- 13.6.6 Certificate of Company / Firm Registration / Incorporation under the laws of Pakistan.
- 13.6.7 Technical Brochures / Literature.
- 13.6.8 Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
- 13.6.9 Valid Registration Certificate for Income Tax & Sales Tax
- 13.6.10 Power of Attorney, if an authorized representative is appointed (**Annexure-F**)
- 13.7 The Financial Proposal shall comprise the following:
- 13.7.1 Financial Proposal Form (**Annexure-C**)
- 13.7.2 Price Schedule (**Annexure-D**)
- 13.7.3 Bid Security (**Earnest Money**), as per provisions of the clause Bid Security of this document.
- 13.8 The Tenderer shall seal the Original Technical Proposal in an envelope duly marked as under:
- Original Technical Tender for
Tender Name: [Name of Tender]
Tender No. **127042017-1**
Lot No.
- [Name of the Purchaser]
[Address of the Purchaser]
- [Name of the Tenderer]
[Address of the Tenderer]
[Phone No. of the Tenderer]
- 13.9 The Tenderer shall seal the Duplicate Technical Tender in an envelope duly marked as under:
- Duplicate Technical Proposal for
Tender Name: [Name of Tender]
Tender No. **127042017-1**
Lot No.
- [Name of the Purchaser]
[Address of the Purchaser]

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

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

13.11 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]
Tender No. **127042017-1**
Lot No.
Strictly Confidential

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

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

13.12 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]
Tender No. **127042017-1**
Lot No.
Strictly Confidential

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

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

13.13 The Tenderer shall enclose soft copies of the Technical Proposal, 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.

- 13.14 The Tender shall be dropped in the prescribed Tender Box placed at the Reception of the Purchaser's office, during office hours, up to due date and time.

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.

14. Tender Price

- 14.1 The quoted price shall be:

14.1.1 in Pak Rupees;

14.1.2 inclusive of all taxes, duties, levies, insurance, freight, etc.;

14.1.3 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;

14.1.4 including all charges up to the delivery point at Punjab Government Office(s) in Punjab (if required).

- 14.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.

Where no prices are entered against any item(s), the price of that item shall be deemed be free of charge, and no separate payment shall be made for that item(s).

15. Bid Security

- 15.1 The bid security amount has been calculated as per provisions of Rule-27 "Bid Security" of PPRA Rules, 2014 (i.e. not exceeding five percent of the estimated cost), the Tenderer shall furnish the Bid Security (Earnest Money) as under:

15.1.1 For amounts as mentioned in below table:

Lot #	Description	Bid Security Amount (PKR)
1	PVC Card Printing	700,000/-
2	Managed Printing Services	700,000/-
3	Data Entry Operator	1,500,000/-

15.1.2 denominated in Pak Rupees;

15.1.3 separately against each Lot given in this tender document;

15.1.4 As part of financial bid envelope, failing which will cause rejection of bid.

15.1.5 in the form of Demand Draft / Pay Order / Call Deposit Receipt in the name of the Purchaser;

15.1.6 have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.

- 15.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:

15.2.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or

15.2.2 If the Tenderer does not accept the corrections of his Total Tender Price; or

15.2.3 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.

- 15.3 The Bid 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 Bid Security only. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Security.

16. Tender Validity

The Tender shall have a minimum validity period of ninety (90) 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 Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

17. Modification / Withdrawal of the Tender

- 17.1 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.
- 17.2 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 Bid Security.

18. Opening of the Tender

- 18.1 Tenders (Technical Bids) shall be opened at 15:30 hours on the last date of submission of bids i.e. **11th May, 2017**, in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.
- 18.2 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.
- 18.3 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.

19. Clarification of the Tender

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 sole discretion of the purchaser.

20. Determination of Responsiveness of the Bid (Tender)

- 20.1 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:
 - 20.1.1 meets the eligibility criteria given herein this tender document/ the Goods / the Services;
 - 20.1.2 meets the Technical Specifications for the Goods / the Services against each relevant LOT's;
 - 20.1.3 meets the delivery period / point for the Goods / the Services against each relevant LOT's;
 - 20.1.4 in compliance with the rate and limit of liquidated damages;
 - 20.1.5 offers fixed price quotations for the Goods / the Services, whereby no optional offer / bid or price is allowed against each relevant LOT's;
 - 20.1.6 is accompanied by the required Bid Security as part of financial bid envelope against each relevant LOT's;
 - 20.1.7 The original receipt of tender fee submitted, attached with technical bid envelope;
 - 20.1.8 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13; (Preparation / Submission of Tender)

- 20.1.9 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Goods / Services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- 20.3 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.

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 No credit shall be given for offering delivery period earlier than the specified period.

22. TECHNICAL EVALUATION CRITERIA

PASS MARKS: A technically eligible bidder, based on conditions listed in this document, not meeting the 70% pass marks limit will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned back. All bidders scoring greater than or equal to 70% of the marks will be accepted in technical proposal, and their financial bids will be opened.

PROVISO: Provided that if NONE or ONLY ONE (single) bidder exceeds the 70% pass mark, then the Purchaser SHALL decrease the Pass Mark limit to 60%. In other words, if TWO or more bidders exceed 70%, then the Pass Mark will NOT be decreased to 60%.

If Pass Marks are decreased to 60%, then ALL bidders with scores greater than or equal to 60% shall be considered EQUALLY as approved in the Technical Evaluation, and their Financial Bids shall be opened.

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing.

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities will be rejected.

The Eligible/Technically Qualified Bidders will be considered for further evaluation.

The Technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria:

Lot # 1 & 2

Category	Description	Points	
Legal (Mandatory)	Valid Income Tax Registration	Required	
	Valid General Sales Tax Registration (Status = Active with FBR)	Required	
	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.	Required	
	Compliance to the technical specifications of services to be procured mentioned vide Annex-A of this document	Required	
	In full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking)	Required	
Financial Strength/ Experience	Average Annual turnover of last 3 years (Max Points 100)	21-26 million	25 Points
		27-32 million	50 Points
		33-38 million	75 Points
		39 million & above	100 Points
	Similar nature projects executed in last 3 years (Max Points 100)	21-26 million	25 Points
		27-32 million	50 Points
		33-38 million	75 Points
		39 million & above	100 Points

Lot # 3

Category	Description	Points	
Legal (Mandatory)	Valid Income Tax Registration	Required	
	Valid General Sales Tax Registration (Status = Active with FBR)	Required	
	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.	Required	
	Compliance to the technical specifications of services to be procured mentioned vide Annex-A of this document	Required	
	In full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking)	Required	
Financial Strength/ Experience	Average Annual turnover of last 3 years (Max Points 100)	51-60 million	25 Points
		61-70 million	50 Points
		71-80 million	75 Points
		81 million & above	100 Points
	Similar nature projects executed in last 3 years (Max Points 100)	51-60 million	25 Points
		61-70 million	50 Points
		71-80 million	75 Points
		81 million & above	100 Points
	HR capacity (CV's and the name with contact number should be provided for verification). (Max Points 100)	60-90	25 Points
		91-120	50 Points
		121-150	75 Points
		151 & above	100 Points

Note: Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs

23. FINANCIAL PROPOSAL EVALUATION

- 23.1 Technically qualified/successful bidder(s)/Tenderer(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives against each Lot shall be allowed to take part in the Financial Proposal(s) opening against their relevant Lot(s).
- 23.2 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.
- 23.2.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
- 23.2.2 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;
- 23.2.3 In evaluation of the price of articles/goods/services which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.
- 23.3 The Purchaser will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Govt. at any time during execution/evaluation period will be dealt with mutual consent.

24. Rejection / Acceptance of the Bid

- 24.1 The Purchaser shall have the right, at his exclusive discretion, to increase/ decrease the quantity of any or all item(s)/Services without any change in unit prices or other terms and conditions at the time of order placement. The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request, communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Purchaser shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).
- 24.2 The Tender shall be rejected if it is:
- 24.2.1 substantially non-responsive in a manner prescribed in this tender document clause-20; or
- 24.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
- 24.2.3 incomplete, partial, conditional, alternative, late; or
- 24.2.4 bid not submitted separately against each Lot and relevant bid security is not submitted against each Lot separately; or
- 24.2.5 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- 24.2.6 the Tenderer refuses to accept the corrected Total Tender Price; or

- 24.2.7 the Tenderer has conflict of interest with the Purchaser; or
- 24.2.8 the Tenderer tries to influence the Tender evaluation / Contract award; or
- 24.2.9 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;
- 24.2.10 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);
- 24.2.11 the Tenderer fails to meet the evaluation criteria requirements (clause-22);
- 24.2.12 the tenderer has been blacklisted by any public or private sector organization;
- 24.2.13 the Tenderer has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;
- 24.2.14 the Tenderer has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- 24.2.15 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.
- 24.2.16 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.
- 24.2.17 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- 24.2.18 If the rates quoted by vender are not workable or on higher side etc.

25. Award Criteria

- 25.1. At first step, eligible bidder(s)/tenderer(s) as per clause-7 (Tender Eligibility) of this tender document fulfilling the qualification and technical evaluation criteria against each Lot will stand technically qualified.
- 25.2. At second step, technically qualified and successful bidder(s)/tenderer(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities against each Lot, irrespective of their score in the previous step.

26. Acceptance Letter

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Purchaser shall issue the Acceptance Letter to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of PPRA Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

27. Performance Security

- 27.1 The successful Tenderer/The Contractor against each Lot, shall furnish Performance Security as under:
 - 27.1.1 within twenty eight (28) days of the receipt of the Acceptance Letter from the Purchaser;
 - 27.1.2 LOT wise performance security (Separate for each LOT, if the bidder is successful for more than one LOTs) would be submitted by the Bidder;
 - 27.1.3 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;
 - 27.1.4 for a sum equivalent to 10% of the contract value;
 - 27.1.5 denominated in Pak Rupees;
 - 27.1.6 have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.

- 27.2 The Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:
- 27.2.1 If the Contractor commits a default under the Contract;
 - 27.2.2 If the Contractor fails to fulfill the obligations under the Contract;
 - 27.2.3 If the Contractor violates any of the terms and conditions of the Contract.
- 27.3 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.
- 27.4 In case the Contractor fails to furnish Performance security in the shape of bank guarantee within the stipulated period given under Letter of Acceptance and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.

28. Redressal of grievances by the procuring agency

- 24.1 The Purchaser has constituted 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.
- 24.2 Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- 24.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 24.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 24.5 Any bidder not satisfied with the decision of the committee of the Purchaser may lodge an appeal in the relevant court of jurisdiction.

TERMS & CONDITIONS OF THE DRAFT CONTRACT

DRAFT Contract for
PROCUREMENT OF DATA ENTRY OPERATORS (DEOs),
PVC CARD PRINTING AND MANAGED PRINTING
SERVICES FOR THE PROJECTS TITLED
“REVAMPING OF 14 THQs” AND
“REVAMPING OF DHQs”

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 “the 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 provide the Services and to remedy defects / damage therein, at the time and in the manner, 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 provision of the Services and remedying of defects / damage therein.
- 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)

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.

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 _____

II. General Conditions of Draft Contract

29. 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.

30. Framework Contract Duration:

Framework Contract duration shall initially be for (1) one year and extendable for another two (02) years on yearly basis (if required), starting from the issuance of Letter of Acceptance. Extension of contract shall be based on provisioning of satisfactory services by the service provider, needs, requirements and approved budgetary provisions of the Purchaser.

31. 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.

32. 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.

33. Standards:

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

34. Commercial Availability:

The Services supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that such Services shall have been rendered / delivered under two separate contracts by service provider globally / locally.

35. Patent Right:

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 Goods / Service or any part thereof.

36. Execution Schedule:

The execution schedule is mentioned below;

Sr.#	Description	Execution Schedule/Delivery
1	Printing of Patients Health Cards at Designated Hospitals Lot#1	Start delivery within 4 weeks from the Issuance of LOA.
2	Start of Managed Printing Services at Designated Hospitals Lot#2	Within 4 weeks from the Issuance of LOA
3	Deployment Of DEOs at Designated Hospitals Lot# 3	Within 4 weeks from the Issuance of LOA

37. Payment:

- 37.1 The Contractor shall provide all necessary supporting documents along with invoice.
- 37.2 The Contractor shall submit an Application for Payment (Invoice), 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 delivered, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.
- 37.3 The Purchaser shall pay the amount verified within thirty (30) days. 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.
- 37.4 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. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract.
- 37.5 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Acceptance Letter i.e. Letter of Acceptance (LOA) till completion of the signed contract in this regard.
- 37.6 Payments shall be made against successful delivery of services at end of each month as per actual.
- 37.7 The contractor shall submit attendance certificate of each DEOs (Lot # 3) duly signed by designated person by the purchaser for the purpose or other documentary evidence as the Purchaser may require.

38. Price:

The Contractor shall not charge prices for the Goods supplied, the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

39. Contract Amendment:

- 39.1 The Purchaser may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.
- 39.2 The Contractor shall not execute any change until and unless the Purchaser has allowed the said change, by written order served on the Contractor.
- 39.3 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.
- 39.4 No variation in or modification in the contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

40. Assignment / Subcontract:

- 40.1 The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.
- 40.2 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.

41. 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, 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, extend the Contractor's time for performance of its obligations under the Contract.

42. Liquidated Damages:

Lot # 1&2:

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, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price

Lot # 3:

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.

43. Blacklisting:

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 or 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 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, as per provision of Punjab Procurement Rules, 2014 and PITB Procurement Regulations and Guidelines.

44. Forfeiture of Performance Security:

- 44.1 The Performance Security shall be forfeited by the Purchaser, on occurrence of any / all of the following conditions:
 - 44.1.1 If the Contractor commits a default under the Contract;
 - 44.1.2 If the Contractor fails to fulfill any of the obligations under the Contract;
 - 44.1.3 If the Contractor violates any of the terms and conditions of the Contract.
 - 44.1.4 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. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract.
- 44.2 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, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.
- 44.3 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.

45. Termination for Default:

- 45.1 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, 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 Purchaser may allow in writing), after receipt of such notice.
- 45.2 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.

46. 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, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

47. Termination for Convenience:

- 47.1 Any of the parties may, at any time, by written notice served on the other party with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the other party. .
- 47.2 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:
- 47.2.1 to have any portion thereof completed and delivered; and/or
- 47.2.2 to cancel the remainder and pay to the Contractor an agreed amount for partially completed Services, Works and materials / parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

48. Force Majeure:

- 48.1 For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, 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.
- 48.2 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.
- 48.3 If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser, 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.

48.4 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

48.5 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

49. Dispute Resolution:

49.1 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.

49.2 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.

50. Statutes and Regulations:

50.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.

50.2 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.

50.3 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.

51. 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.

52. Contract Cost:

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

53. The Client:

53.1 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.

53.2 The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.

53.3 The Client shall conform to all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

54. Authorized Representative:

- 54.1 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.
- 54.2 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.
- 54.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 54.4 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.
- 54.5 If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser, the Contractor may refer the matter to the Purchaser who shall confirm, reverse or vary such decision or instruction.

55. 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.

56. Training:

- 56.1 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.
- 56.2 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.

57. Documentation:

The Contractor shall furnish the user documentation, the operation manuals, and service manuals for each appropriate unit of the supplied Goods and other information pertaining to the performance of the Goods, in hard copy format, in soft copy format and in the form of online help, before the Goods are taken over by the Purchaser.

58. Special Stipulations:

SCHEDULE-A, SPECIAL STIPULATIONS														
For ease of Reference, certain special stipulations are as under:														
Bid Security (Earnest Money)	The Contractor shall furnish the Bid Security (earnest Money) as under: Separately against each lot, In the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;													
	<table><tr><th>Lot #</th><th>Description</th><th>Bid Security Amount (PKR)</th></tr><tr><td>1</td><td>PVC Card Printing</td><td>700,000/-</td></tr><tr><td>2</td><td>Managed Printing Services</td><td>700,000/-</td></tr><tr><td>3</td><td>Data Entry Operator</td><td>1,500,000/-</td></tr></table>	Lot #	Description	Bid Security Amount (PKR)	1	PVC Card Printing	700,000/-	2	Managed Printing Services	700,000/-	3	Data Entry Operator	1,500,000/-	
	Lot #	Description	Bid Security Amount (PKR)											
	1	PVC Card Printing	700,000/-											
	2	Managed Printing Services	700,000/-											
3	Data Entry Operator	1,500,000/-												
Have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.														
Performance Security	The successful Contractor shall furnish lot-wise Performance Security as under: within twenty eight (28) 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; for a sum equivalent to 10% of the total contract value; denominated in Pak Rupees; Have a minimum validity period until the date of expiry of support period or termination of services, or fulfillment of all obligations under the contract, <u>whichever is later.</u>													
Delivery of services (Start of Operations)	1-Start Delivery of Patients Health Cards at Designated Hospitals within 4 weeks from the Issuance of LOA (Lot#1). 2- Start of Managed Printing Services at Designated Hospitals within 4 weeks from the Issuance of (Lot#2) 3-Deployment Of DEOs at Designated Hospitals within 4 weeks from the Issuance of LOA (Lot# 3)													
Liquidated damages for failure / delay in supply / installation / configuration of Services / Works by the Contractor	<u>Lot # 1&2:</u> 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, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price													
	<u>Lot # 3:</u> 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.													

ANNEXURE-A

List of DHQs

<u>District Head Quarters list (DHQs)</u>	
Sr. No.	Hospital name
1	DHQ HOSPITAL OKARA.(South City, Revamping of Mother and Children Complex)
2	DHQ HOSPITAL NANKANA SAHIB
3	DHQ HOSPITAL SHEIKHUPURA
4	DHQ HOSPITAL CHINIOT
5	DHQ HOSPITAL TT SINGH
6	DHQ HOSPITAL JHANG
7	DHQ HOSPITAL PAKPATTAN
8	DHQ HOSPITAL KHANEWAL
9	DHQ HOSPITAL MIANWALI
10	DHQ HOSPITAL CHAKWAL
11	DHQ HOSPITAL KHUSHAB
12	DHQ HOSPITAL LAYYAH
13	DHQ HOSPITAL MUZAFFR GARH
14	DHQ HOSPITAL VEHARI
15	DHQ HOSPITAL RAJANPUR
16	DHQ HOSPITAL LODHRAN
17	DHQ HOSPITAL HAFIZABAD
18	DHQ HOSPITAL M.B. DIN
19	DHQ HOSPITAL. JEHLUM

List of THQs

<u>Tehsil Head Quarters (THQs)</u>	
Sr. No.	Hospital name
1	THQ HOSPITAL GOJRA
2	THQ ARIFWALA
3	THQ CHICHAWATNI
4	THQ HOSPITAL MIANCHANNU
5	THQ HOSPITAL CHISHTIAN
6	THQ HOSPITAL HAZRO
7	THQ HOSPITAL Noor PUR THAL
8	THQ HOSPITAL KOT ADDU
9	THQ HOSPITAL BUREWALA
10	THQ HOSPITAL ISAKHEL
11	THQ HOSPITAL TAUNSA
12	THQ HOSPITAL AHMADPUR EAST
13	THQ HOSPITAL SHUJABAD
14	THQ HOSPITAL DASKA

Note: The implementation order from above mentioned lists is on discretion of purchaser. And purchaser reserves exclusive right to increase or decrease number of hospitals.

LOT#1

PVC CARD PRINTING

SOLUTION DESIGN

- Two tone laminated PVC cards with pre-printed serial number, Bar Code, QR Code and design.
- Training of personnel in all skills necessary for operations.
- Card life will be minimum 5 years with high standard lamination.
- Card corners will be round
- 2 sided printing on PVC card
- Material: 100% PVC (Polyvinyl Chloride) Plastic.
- Credit Card Size (2-1/8" x 3-3/8")
- Cards Quantity shall be determined as per actual demand by each hospital, which will be intimated to contractor for the delivery of said no. of cards on monthly basis. Payment shall be made as per actual basis.

Note: Final design of the card will be provided by the purchaser after issuance of LOA.

Quantity

The estimated quantity of these patient registration cards is roughly about 3,332,256 (for 12 months) for all hospitals combined. This quantity may increase or decrease as per the actual conditions and ground operations.

LOT # 2

MANAGED PRINTING SERVICES

SOLUTION DESIGN

Sr. No.	Description
1.	Selected Company has to establish printing points in each hospital and provide printing services. All related supplies e.g. paper, toner etc. will be the responsibility of the selected company.
2.	Integration of hardware & software will be the responsibility of selected contractor. Make sure that all items being supplied are compatible with each other.
3.	The firm should setup & execute full system required for printing for the entire term of the contract.
4.	The Punjab Information Technology Board (PITB) also requires that the track records of printing which must be available throughout the year and can be furnished upon request.
5.	Printing will be required in A4, A5 and A6 sizes. Selected company will be responsible for providing paper of all sizes.
6.	The Bidder will be required to submit a complete solution as part of their bid and may be required to present the solution in front of the technical committee of the PITB.
7.	At least two resident engineers should be deployed in each hospital. These attendants will be responsible for repair and maintenance of printers and timely supply of papers, toners and/or any other item required for uninterrupted operations.
8.	Paper quality must be minimum 80 gm/sqm.

Bidders are expected to provide a complete solution for the printing of patient documents, prescription, lab reports, discharge slips etc. on turnkey basis.

Deliverables include the following:

- Installation of hardware & software required for printing of the patient registration documents, prescription, lab reports, discharge slips etc.
- Configuration & provisioning of services with Software and other components of the solution.
- Training of hospital personnel in all skills necessary for operations.
- Supply of Services items and related features (mentioned vide tender document, vendor proposal and vendor presentations), configurations, deployments, commissioning, testing, training, etc.

Note: Selected Company will have to setup around 800 printing points (network and standard printers) in the said hospitals. However, final plan and quantity for deployment of printing points will be provided by the purchaser after issuance of LOA.

Quantity

The estimated quantity of prints is roughly about 2.5 million (per month) for all facilities combined. This quantity may increase or decrease as per the actual conditional and ground operations.

LOT # 3

DATA ENTRY SERVICES

A comprehensive, integrated information system designed to manage overall functioning of THQs and DHQs Hospitals in Punjab including patient care, hospital administration and the corresponding service. HIMS System covers the below mentioned key departments/sections at a Hospital. Having said that Data Entry operators shall be deployed at the same location, he / she will be responsible for the use of HIMS system and inserting the particular data / transactions into the system.

- Patient Registration
- Triage and Vitals
- Clinical Notes
- Lab Orders
- Prescription
- Pharmacy Automation
- Document Imaging and Machine Interfacing
- Medico-Legal Cases
- Mobile Access
- Departmental/Functional Categorization
- Appointment Scheduler
- Billing Module
- HR Profiling
- Attendance, leave management and Roster
- Inventory Control
- Procurement of Medicine/Equipment
- In Patient Record
- Blood Bank
- Asset and Maintenance Management
- Alerts Mechanism

Data Entry:

The project outlines the requirement of Data Entry Operators to be provisioned to hospitals (DHQS, THQs) or any other location at the discretion of the purchaser. Data entry operators as stationed at designated locations will be tasked to enter data into the system through internet while operating live HIMS system.

HR Structure (Mandatory for Operations):

Resource	Responsibility	Requirement
Project Manager	• Managing and leading the data entry Operations at facility level • Liaison Person between teams (Supervisor/DEOS) & Hospital • Resource Planning and Developing Schedules for Supervisors & Data Entry Operators • Monitoring and Reporting Progress	Minimum 1 Project Manager per 3 facilities

	• Coordination with all stakeholders • Providing status reports to stakeholders along with detailed evidence (if any) • Ensures resolution of internal as well as external issues • Interaction with the Supervisors for the availability of documents and clarification of the illegible / damaged / inconsistent documents.	
Supervisor	• Liaison person between Manager and DEOs • Managing the Data Entry Operators • Solving DEOs internal and external Issues • Make Sure the Quality of data as per requirements • Resolution Problems with the documents and ensuring the correctness of data entered. • Resource Planning • To ensure the availability of DEOs with stipulated Times • Escalating Issues to Upper Management	Minimum 1 Supervisor per facility
Data Entry Operator	• Inserting accurate data on daily basis • Make sure the quality of Data • Escalate Issues or Discrepancy to Supervisor (if any)	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.

Operational Instructions:

Data entry shift will be based on 8 hours and 7 days a week (Monday to Sunday/ rotation based).

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 (Plus Hospital info training can be given).

Bidder needs to ensure minimal **99%** 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 contractor within the district.

Vendor should pay the salaries of the staff (DEO, Supervisor, All management staff) as per Labor laws of the Government of Punjab.

Responsibility Assignment Matrix:

R= Responsible I = Input required			
Activity	Stakeholders		
	PITB	Primary and Secondary Healthcare Department	Contractor
Deployment of Human Resources	I		R
Training	R		I
Procurement / availability of hardware (Desktop/Laptop) for DEOs	I		R
Connectivity / Internet			R

Software for Data Entry	R		
Table, Chair, Electricity		R	
Quality of Data*	I	I	R
Maintenance and security of Hardware issued to vendor (if any)			R

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

FORMS & OTHER REQUIRED DOCUMENTS

ANNEXURE-B

Technical Proposal Submission Form

[Location, Date]

To _ (Name and address of Purchaser) _

Dear Sir,

We, the undersigned, offer to provide the _ (insert title of assignment) _ in accordance with your Request for Proposal/Tender Document No. _____ 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 services 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 (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

ANNEXURE-C

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To _ (Name and address of Purchaser) _

Dear Sir,

We, the undersigned, offer to provide the _ (Insert title of assignment) _ in accordance with your Request for Proposal No. _____ 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 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**Financial Cost Sheet / Price Table****Lot #1****PVC Patient Cards**

S# No	Services/ Required Features	Average Estimated Volume per month (A)	Total Months (B)	Total volume for 12 months (C=A*B)	Unit Rate (Incl. of all Taxes) (D)	Total Cost (E=C*D)
1	Printing and provision of PVC Patient Cards	277,688	12	3,332,256		X

Notes to Price Table:

- i. "X" will determine total bid price.
- ii. Quantity/ Number of Services mentioned above are the base volume for the purpose of evaluation only and does not bind purchaser for the purchase as listed, which means Price quoted shall be for a base volume mentioned above. However, the purchaser reserves exclusive right to utilize the services in number less than, equal to or more than the above given base volume on the unit quoted rate.

Total Cost (in words) Rs. _____

Date _____

Signature of authorized person

Name:

(Company Seal)

In the capacity of

Duly authority by

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

Lot # 2

Managed Printing Services

Sr. No.	Item Description	Estimated Qty. for 1 year (1)	Unit rate (Incl. all applicable Taxes) (2)	Total Cost (Incl. Taxes) (3=1*2)
1	Managed Printing Services (Printer, Toner, Paper sized A4 80 gm/sqm, support services, repair & maintenance)	6,000,000		
2	Managed Printing Services (Printer, Toner, Paper sized A5, 80 gm/sqm, support services, repair & maintenance)	12,000,000		
3	Managed Printing Services (Printer, Toner, Paper sized A6 80 gm/sqm, support services, repair & maintenance)	12,000,000		
Total Cost for Printing				X=Sum (Sr. 1 to Sr.3)

NOTE:

- Box X is the total Bid Price of a specific LOT.
- Prices must be quoted for all items.
- The rates quoted shall be governed by "Framework Contract". The Purchaser reserves exclusive rights to decrease the quantities of Items mentioned above, at the unit rates quoted by the bidder.
- Quantity/ Number of Services mentioned above are the base volume for the purpose of evaluation only and does not bind purchaser for the purchase as listed, which means Price quoted shall be for a base volume mentioned above. However, the purchaser reserves exclusive right to utilize the services in number less than, equal to or more than the above given base volume on the unit quoted rate.

Total Cost (in words) Rs. _____

Date _____

Signature of authorized person

Name:

(Company Seal)

In the capacity of

Duly authority by

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

Lot # 3

Data Entry Services

ITEM	Per Resource/Month Cost (Inclusive Taxes)	Qty	TOTAL COST (Per Resource/Month Cost * Qty)*12 (Inclusive Taxes)
Data Entry Operators (8 Hrs Shift)		330	Box X

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) Data Entry Operators (8 Hrs Shift):
- 9) The Vendor should arrange DEOs for the Sunday's working.
- 10) Month is considered as 48 hours work week (4 weeks 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

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 Services 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 services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the Purchase 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.

Authorized Signatures with Official Seal

ANNEXURE-F

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.

Format of Power-of-Attorney

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed 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

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 are 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:

ANNEXURE-H

(To be submitted 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.

[The Seller/Supplier/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Purchaser and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support.

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

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

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 20__

Notary Public

ANNEXURE-I

PERFORMANCE SECURITY

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgment Date: (Must be one month later than the expiry date)

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to render the Services against Tender Name. _____, Tender No. _____ (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 twenty eight (28) days of the receipt of the Acceptance Letter (Letter of Acceptance) from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, 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 / support period or all obligations have been fulfilled in accordance with the Contract, **whichever is later.**

Date this _____ day of 2017.

GUARANTOR

Signature _____
CNIC # _____
Name _____
Designation _____
Address _____