ADDENDUM

(Change in Tender Submission Date)

Procurement of Services of Incubation Partner for Government of the Punjab's Technology Incubator

Tender Notice was published in International and National Newspapers on 21st and 26th June, 2012

- Punjab Information Technology Board (PITB) invited the bids for the Procurement of Services of Incubation Partner for Government of the Punjab's Technology incubator vide first publication of advertisement in Newspaper(s) dated: 21-06-2012.
- The bids submission date has been changed from 21st July, 2012 to 2nd August, 2012 and the same was advertised on PITB's website and communicated to all registered bidders. The Bids should be dropped in the tender box (1) as per the procedure mentioned vide the original advertisement and uploaded tender document not later than 1500 hrs on 2nd August, 2012. Technical Bids will be opened publicly on 2nd August at 1600 hrs at PITB office address given below.
- It is mentioned that no change has been made in tender document. For details download Tender Document from following websites **www.pitb.gov.pk** and **www.ppra.punjab.gov.pk**

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

IPL-10398

JOINT DIRECTOR (Development & Procurement)
Punjab Information Technology Board
Arfa Software Technology Park (ASTP), 346-B, Ferozepur Road, Lahore.
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Tender Document

PROCUREMENT OF SERVICES OF INCUBATION PARTNER

FOR

GOVERNMENT OF PUNJAB'S TECHNOLOGY INCUBATOR

Punjab Information Technology Board (PITB)

Government of the Punjab

11th Floor, Arfa Software Technology Park (ASTP),

346-B, Main Ferozepur Road, Lahore, PAKISTAN

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Important Note:

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

Applicability of Punjab Procurement Rules, 2009

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

1. Invitation to Bid

1.1 PPRA Rules to be followed

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

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

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

1.2 Mode of Advertisement(s)

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

As per Rule 12(3), this Tender is also placed online at the website of Purchaser. The bidding document carrying all details can be downloaded from PITB's website **http://www.pitb.gov.pk/tendernotices** and from PPRA's website **www.ppra.punjab.gov.pk** for information only. **All prospective bidders are required to register themselves with PITB at http://www.pitb.gov.pk/tenderspage , upon successful registration a confirmation email shall be sent to the prospective bidder confirming registration which needs to be attached with their technical proposal, elsewise the bid will stand rejected.**

1.3 Type of Open Competitive Bidding

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

i. The bid shall comprise of a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
ii. The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion;
iii. Initially, only the envelope marked "TECHNICAL PROPOSAL" shall be opened;
iv. The envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of the procuring agency without being opened;
v. The Purchaser shall evaluate the technical proposal in a manner prescribed in clauses 6, 7, 13 and Annexure-A of this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said clauses.
vi. During the technical evaluation no amendments in the technical proposal shall be permitted;

vii. The financial proposals of technically qualified bidders shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;

viii. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted and qualified bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

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

2. Bidding Details (Instruction to Bidders)

All bids must be accompanied by a Call Deposit Receipt / Demand Draft / Bank Draft/ Bank Guarantee (as per details listed in clause 14 of this document) of 02% of quoted price in favor of "Punjab Information Technology Board" in Pak Rupees issued by a scheduled bank allowed to carry financial transactions in PAKISTAN. *Clause 14 gives details on Tender Security*.

The bids along with the Call Deposit Receipt / Demand Draft / Bank Draft, Tender Forms, Affidavits, etc., must be received at PITB's office located at 11th floor, Arfa Software Technology Park, 346-B, Main Ferozepur Road, Lahore-54000, PAKISTAN, on or before 1500 hours (Pakistan Standard Time) no later than 2nd August, 2012. The Technical bids will be publicly opened in the Committee Room of Punjab Information Technology Board, 11th Floor, Arfa Software Technology Park, 346-B, Main Ferozepur Road, Lahore, at 1600 hours (PST) on the last date of submission of bids.

Registered bidders, may have an authorized representative in Pakistan (duly filled Authorized Representative form at Annexure-L required). The authorized representative may attend the technical and financial bids opening meetings OR the Bidder may connect via video link / video conference facility. In case a bidder wants to avail the video link / video conference option, a request must be submitted in writing via email / mail to PITB no later than 10 days before the last date of the tender submission.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the services must be received in writing to the Purchaser within ten (10) working days from the date of Tender advertisement. Any query received after ten working days shall not be entertained. All queries shall be responded to within due time. PITB may host a Q&A session, if required, at PITB premises (11th Floor, Arfa Software Technology Park, 346-B, Main Ferozepur Road, Lahore) or an online video conference. All Bidders shall be informed of the date and time in advance.

The bidder must submit bids on the basis of complete fulfillment of requirements. Failure to meet this condition will cause disqualification of the bidder. The bidder shall submit bids which comply with the Bidding Document. Alternative bids will not be considered. The attention of bidders is drawn to the provisions of Clauses 19 and 22 regarding **"Determination of Responsiveness of Bid & Acceptance and Rejection of the Tender"** regarding the rejection of Bids, which are not substantially responsive to the

requirements of the Bidding Document.

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

Mr. Muhammad Fasieh Mehta
Senior Program Manager
Email: fasiehmehta@pitb.gov.pk
11th Floor, Arfa Software Technology Park,
346-B, Ferozepur Road, Lahore, Pakistan.

Mr. Atif Mirza
Incubation Specialist
Email: atif.mirza@pitb.gov.pk
11th Floor, Arfa Software Technology Park,
346-B, Ferozepur Road, Lahore, Pakistan.

Bidders should note that during the period from the advertisement of the tender till the receipt of the bid, all queries should be communicated to both the contact persons in writing/ (e-mail) only. Bidders are also required to state, in their proposals, the name, title, fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

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

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

TERMS AND CONDITIONS OF THE TENDER

3. Definitions

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

3.1 "Client/Procuring Agency/Purchaser" means the Punjab Information Technology Board (PITB) or any other person/entity for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purpose of the contract.

3.2 "CNIC" means the Pakistan Computerized National ID Card number. In case of no CNIC, the respective country's Passport number may be furnished wherever CNIC has been required.

3.3 "Confirmation" means confirmation in writing.

3.4 "Contractor" means a person, consultant, firm, company or an organization who undertakes to supply goods, services or works.

3.5 "Contract" means an agreement enforceable by law;including all attachments, appendices, and all documents incorporated by reference therein.

3.6 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

3.7 "Cycle" means all three phases that constitute the incubation process for the incubatees.

3.8 "Day" means a standard business working day.

3.9 "Ecosystem/Support Team" means the Intellectual Property Rights (IPR) support, marketing, and all other technical and financial wherewithal that is provided to the Incubatee by the Purchaser at the Incubation center

3.10 "Fraudulent and Corrupt practices" will have the same bearing and meaning as are defined in the Punjab Public Procurement Consultancy Services Rules 2012.

3.11 "GCC" means the General Conditions of Contract.

3.12 "Government" means the Government of the Punjab.

3.13 "Incubator/Incubation Center" means space provided by the PITB at Arfa Software Technology Park with the necessary infrastructure in place for incubatees, support ecosystem/team, trainers, mentors, management, and support team to function accordingly.

3.14 "Incubatee/Startups/Startup Companies/Tech Startup" means a small or medium-scale start-up company that has applied and been accepted into the Incubator Program and will undergo mentoring and training in at least the first of the three phases of the program.

3.15 "Instructor" means an industry veteran and professional from the technology and/or business/venture capital sector who has at least 5 years' experience and played a role in the development and establishment of for-profit firms with a global reach.

3.16 "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.

3.17 "Mentor" means a successful entrepreneur, who has established and successfully launched start-up companies, has worked with VC firms and angel investors, in the United States and various developing countries.

3.18 "Office Space" means a space that would provide the infrastructure system (office equipment and machinery necessary for a working space), furniture, internet services, telephony, video-conferenceing, and conferenceing services for the incubatees.

3.19 “Panelist” means anyone from PITB, a mentor, adviser, or an instructor who sits on the panel to do or advise on the preliminary screening, shortlisting, and selection of incubates through the entire cycle.

3.20 Person” individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.

3.21 “Personnel” means professionals and support staff provided by the bidder that are assigned to perform the Services or any part thereof including assigned Trainers / Mentors / Instructors

3.22 “Phase” means any one of three stages in the Program whereby Incubatees will undergo mentoring, training, and instruction to hone their product/service/idea and grow their companies on a global scale. Successful completion and approval by the Panel will secure Incubatees’ ascension to the next Phase. Because of the competition that characterizes the Program, each Phase by default will have fewer Incubatees than the previous one.

3.23 "Pre-Bid Conference" means the meeting conducted by the procuring entity prior to actual date of bid opening.

3.24 “Procurement Methods” means any one of the procurement modes / methods as provided in the Punjab Procurement Rules 2009 published by the Punjab Procurement Regulatory Authority (PPRA), Government of Punjab.

3.25 “Proposal” means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a bidder in response to RFP.

3.26 “RFP” means Request for Proposals, including any amendments that may be made by the procuring entity for the selection of bidder.

3.27 “SBD” means Standard Bidding Documents.

3.28 “SCC” means the Special Conditions of Contract.

3.29 “Services” means the tasks to be performed by the bidder pursuant to the Contract as listed under Clause 6.3.

3.30 “Soft-landing Zone / Incubator Space” means providing virtual and physical office space in an area that has developed into hub of Information Technology, an area with close access to established Venture Capitalist firms and access to developed markets for consumer technology products, e.g. the Silicon Valley in the U.S., with all office facilities like conference rooms, shared use of office machines and equipment, Internet, and phone connectivity.

3.31 “TEC” means the Technical Evaluation Committee, constituted for the purpose of evaluating the Technical Proposals received.

3.32 “Terms of Reference” or “TOR” means the document which explains the objectives, scope of work, activities, task to be performed, respective responsibilities of the procuring entity and the bidder, and expected results and deliverables of the assignment.

3.33 “Training Session” means a period of time where the bidder provides instruction and mentorship to impart skills and knowledge upon the Incubatee in an interactive fashion whether on individual or collective basis.

3.34 “U.S.” means the United States of America

3.35 “VC/Venture Capitalist/Venture Capital firms” means A person or investment firm that makes venture investments

3.36 "Works" means work to be done by the Contractor under the Contract.

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. Tender Scope

6.1 Punjab Information Technology Board (PITB), (hereinafter referred to as “the Purchaser”) invites / requests Proposals (hereinafter referred to as “the Tenders”) for supply of services as succeeding clauses/sub-clauses outlined in the RFP.

6.2 Bidder’s Roles and Responsibilities:

- Devising a selection criteria for the Incubatees; with or without the purchaser or/and nominated rep(s) by the purchaser
- Shortlisting and Interviewing of the Incubatees in person and / or via web;
- Devising policy framework in coordination with PITB for the day to day operations of the Incubator;
- Extensive mentoring / coaching / guidance of the incubatees in person by mentors, over video conferencing, in one on one sessions and joint sessions;
- Presenting / Conducting awareness sessions for prospective Investors on Angel investment or seed capital and why to invest in tech startups;
- Provide support to Incubatees in terms of global market penetration, training material and relevant collateral;
- Arrange funding opportunities for the Incubatees through utilizing their own VC networks and linkages;
- The Bidder would make all the travel arrangements for Incubatee companies and /or team members of the Incubator project as appointed by PITB for going to the Soft Landing Incubator Space (includes: VISA arrangement and facilitation, air ticket,

accommodation, logistics, etc.);

- The financial implications of such travel/visa/accommodation expenses of Incubatees and PITB staff shall be borne by the Purchaser.
- The airfare and lodging costs for the successful Bidder's mentors / trainers / investors / personnel travelling to and from Lahore, Pakistan shall be borne by the Bidder and must be made part of their costing model in the Price Table in Annexure D.

6.3 Scope and Services:

6.3.1 The aim of this Incubation Project is to galvanize Pakistan's budding talent and help provide support to startup companies to foster a spirit of innovation and entrepreneurship and create awareness about angel investment within domestic stakeholders. Simultaneously, it will also provide extensive mentoring and help Pakistani companies create a presence in the space of Global Digital Economy with the help of the incubation partner that has successfully penetrated various international markets and helped jumpstart companies in their designated localities.

The Scope of Services includes but is not limited to the following:

6.3.2 Be able to successfully impart the 3 phases (1 cycle) as listed below as part of at most 4 cycles in a year. Contingent upon program circumstances the number of cycles in a year may be adjusted accordingly.

6.3.3 A representative must be appointed who will head the Project on the Bidder's side and who will also serve as a point of contact between the Bidder and Purchaser.

6.3.4 The initial duration of the contract will be for 1 year, and expendable up to three years with a raise of up to 10% in total cost per year after mutual consent between the Contractor and Purchaser.

6.3.5 An example / tentative idea of the Program to be followed at the Incubator is given below or Bidders may come up with their own customized program.

6.3.5.1 **Program – Phase 1:** The first phase will start off with a week to two weeks practical, hands-on program at the Incubation Center that will cater to a minimum of 45 participants (15 companies/start-ups) to undergo hands-on workshops, one-on-one mentoring, pitch coaching, and evaluation ideally by industry specialists/experts.

6.3.5.2 During Phase 1, the mentors and instructors would be based at the Incubation Center in Pakistan.

6.3.5.3 The curriculum will focus on such topics spanning Value Proposition, Customer Segmentation, Sales Channels, Customer Relationships, Cost Structure, Revenue Streams, Partner Development, Marketing Activities, Raising Investment Capital and Benefits of Angel Investment.

6.3.5.4 **Program – Phase 2:** 10 startups from Phase 1 are to be matched with industry-relevant mentors in approximately an 8-week program for Phase 2.

6.3.5.5 Mentors will assist the startups with market research, pitch refinement, pitch practice, Global Market entry plan and sales preparation. Mentoring will take place remotely and in-person sessions over a 6-week period.

6.3.5.6 Following the 6-week mentoring period, startups will present to a panel of industry experts for review, assessment and feedback on their pitches and value proposition, and there will be two weeks of review panel sessions and selection of the top 5 winners to graduate into Phase 3.

6.3.5.7 **Program – Phase 3:** Approximately one month following phase 2, the top five companies will travel to the Bidder's Incubator / Soft landing Zone, e.g. to the Silicon Valley, U.S.A. or any other Global Tech Hub for approx.. 1 month to undergo aggressive business development meetings with qualified customers, partners and investors.

6.3.5.8 Also included: Ongoing mentoring and coaching, Attendance at investor forums and other industry events, custom events and receptions, advice on legal and accounting set up of a corporation, office space during the 3 months stay.

6.3.5.9 **Angel Investment Education program**, which includes 1 day workshop imparting education, training, and information on best practices in the field of angel investing for the domestic stakeholders / public / investors / businessmen. Such workshops / training programs would be conducted at least once in one Cycle. The Purchaser shall provide for the space and infrastructure while the Bidder shall provide for the Trainer and the contents therein for such educational program/ training.

6.4 The Purchaser holds the rights to the contents of this entire program with a view to make a documentary cum reality show of the project and broadcast it over national and international, conventional and modern media.

6.5 Price to be quoted and the payments against them will be done in Pakistani rupees (PKR).

6.6 Payments will be made upon completion of each phase of the program or in parts as per mutual agreement.

6.7 Instructors must be qualified to present course materials / trainings / workshops as listed above.

6.8 Mentors must provide CV's/Resumes to justify qualifications and experience.

6.9 Mentors and Instructors will only be selected after mutual consent of the Purchaser and the Bidder.

7. Tender Eligibility

7.1 An eligible Tenderer is a Tenderer who:

7.1.1 is a provider of Services

7.1.2 Services can only be supplied / sourced / routed from "origin" in "eligible" member countries.

a. "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

b. "Origin" shall be considered to be the place where the company / firm is incorporated

7.1.3 is internationally recognized and duly registered with the respective country's competent authority

7.1.4 has a registered office in the respective country of origin

7.1.5 has proven experience in mentoring and coaching startups, incubating them and helping them penetrate into new markets;

7.1.6 has the required relevant qualified personnel and enough financial and technical strength to fulfill the requirement of assignment.

7.1.7 conforms to the clause of "Responsiveness of Bid" given herein this tender document.

7.1.8 have a soft landing zone / incubator space which includes providing physical and virtual office space to house at least 5 startups (15 persons min.) with facilities i.e. conference rooms, shared use of offices machines, Internet, and phone connectivity (preference shall be given to places / areas that have developed into hubs of Information Technology)

7.1.9 has the Incubator space in an area with close access to established Venture Capitalist firms and access to developed markets for consumer technology products.be able to provide business development support, mentoring, marketing and sales consulting, and access to business angels, legal, financial and accounting expertise, market research as deemed necessary by an incubated company.

7.1.10 has active mentors and strong linkages with VC funds

7.1.11 offers customized programs to jump-start the incubated company on the path for global corporate development.

7.1.12 Verifiable proof for all the above shall be required

7.1.13 All requirements of the Government of Pakistan, the Government of Punjab regarding travelling, doing business, offering services/consultancy in Pakistan and / or Punjab in particular must be adhered to.

8. Tender Cost

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

9. Joint Venture

Joint venture or partnership firms are also eligible for this tender, but the principal partner shall register as Bidder and be allowed to bid. All such joint venture or partnership arrangements must be shared with the Purchaser (copies of such agreements required).

10. Examination of the Tender Document

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

11. Amendment of the Tender Document

11.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).

11.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers.

11.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Purchaser and the Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

12. Preparation / Submission of Tender

12.1 The Tenderer is allowed to bid for all the services in the same tender and not part of the services.

12.2 The Tenderer is not allowed to bid for partial procurement of services.

12.3 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.

12.4 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, photocopies may be submitted.

12.5 The Technical and Financial proposals shall be submitted in two different envelopes, the envelopes will be clearly marked 'Technical Proposal' and 'Financial Proposal'. Each proposal shall be further in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.

12.6 The Technical Proposal shall comprise the following, **without quoting the price**:

12.7 Proposed program and details of resources to be deployed and timelines

12.7.1 Technical Proposal Form (Annexure-B)

12.7.2 Affidavit and Undertaking (All terms & conditions and qualifications listed anywhere in this document have been satisfactorily vetted) (Annexure-G&H)

12.7.3 Duly filled form of authorized representative (Annexure-L)

12.7.4 Covering letter duly signed and stamped by authorized representative. (Annexure-E)

12.7.5 Authorized Certificate / document from the principle / manufacturer (if applicable)

12.7.6 Power of Attorney, if power of attorney being given to someone (Annexure-F)

12.7.7 Evidence of eligibility of the Tenderer and the Services

12.7.8 Evidence of conformity of the Services to the Tender Document

12.7.9 Technical Brochures / Literature

12.7.10 Audited Financial Statements of last three (3) years. The statement must be signed and stamped by the authorized representative of the Bidder.

12.7.11 Financial Capacity as per Annexure-K

12.7.12 Valid Registration Certificate for Income Tax, Sales Tax with relevant authority in their country of origin if applicable.

12.7.13 Income Tax & Sales Tax Returns for the last three tax years duly signed and stamped

12.8 The Financial Proposal shall comprise the following:

12.8.1 Financial Proposal Form (Annexure-C)

12.8.2 Price Schedule (Annexure-D)

12.8.3 Tender Security, 02% of the total bid amount, explained further in Clause 14. (Annexure- I)

12.9 The Tenderer shall seal the Original Technical Proposal in an envelope duly marked as under:

Original Technical Tender for

Tender Name. [Number of Tender]

[Name of the Purchaser]

[Address of the Purchaser]

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

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

Duplicate Technical Proposal for
Tender Name. [Name of Tender]

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

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

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

12.12 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]

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

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

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

12.13 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]

Strictly Confidential

Open on [Last Date of submission of the Tender]

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

12.14 The Tenderer shall enclose soft copies of the Technical Proposal and the Financial Proposals, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.

12.15 The Tender shall be mailed through a registered courier to reach at the Purchaser's office before the closing date and time (last day of application)

12.16 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer. **Noncompliance with the same will cause the rejection of bid at the time of opening.**

13. Tender Price

13.1 The quoted price shall be:

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

13.1.2 in Pak Rupees (PKR);

13.1.3 inclusive of all taxes, duties, levies, freight, etc.

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

13.3 where no prices are entered against any item(s), the price of that item shall be deemed to have been distributed among the prices of other items, and no separate payment shall be made for that item(s).

13.4 the price hereby quoted by the Bidders would include all traveling and accommodation costs, per diem and other expenses to be borne by the Instructors / Trainers / Mentors / Investors to come to the Incubation Center and provide the relevant services.

13.5 the Purchaser shall cater for the transportation for the successful Bidder (Team members / Instructors / Mentors / Trainers / Investors) to and from the place of accommodation and the Incubation Center.

13.6 the price of air fare and accommodation expenses of Incubatees and / or PITB's team members travelling from and to Pakistan shall also be borne by the Bidder and not be put in the Price Table, but passed on as per actual to the Purchaser

14. Tender Security

14.1 The Tenderer shall furnish the Tender Security as under:

14.1.1 for a sum equivalent to 2% of the Total Tender Price;

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

14.2.1 if Total Tender Price is less than or equal to PKR 5.00 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;

14.2.2 if the Total Tender Price is more than PKR 5.00 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document or in another form acceptable to the Purchaser;

14.2.3 denominated in Pak Rupees;

14.2.4 having a minimum validity period of ninety days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.

14.3 The proceeds of the Tender Security shall be payable to the Purchaser, on the occurrence of any / all of the following conditions:

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

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

14.3.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

14.4 The Tender security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the tender security only. The Tender Security shall be returned to the successful Tenderer on furnishing the Performance Security.

15. Tender Validity

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

16. Modification / Withdrawal of the Tender

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

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

17. Opening of the Tender

17.1 Tenders shall be opened, at the given place, time and date, in the presence of the Tenderer(s) or their representative(s), if available, for which they shall ensure their presence without further invitation.

17.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

17.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location. Non-compliance will cause the rejection of respective bidder.

18. Clarification of the Tender by the Purchaser

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

19. Determination of Responsiveness of the Bid (Tender)

19.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:

19.1.1 meets the eligibility criteria for the Tenderer for the Services;

19.1.2 meets the Technical Specifications for the Services;

19.1.3 meets the delivery period / point for the Services;

19.1.4 meets the rate and limit of liquidated damages;

19.1.5 offers fixed price quotations for the Services;

19.1.6 is accompanied by the required Tender Security as part of financial bid envelope;

19.1.7 is otherwise complete and generally in order;

19.1.8 Conforms to all terms and conditions of the Tender Document, without deviation or reservation.

19.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.

19.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

20. Tender Currency

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

21. Correction of errors / Amendment of Tender

21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:

21.1.1 if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.

21.1.2 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.

21.1.3 if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.

21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.

21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.

21.4 The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the terms and conditions of the Contract / Technical Specifications, shall be added to the corrected Tender Price for comparison purposes only. No credit shall be given for offering delivery period earlier than the specified period.

21.5 The Tenderer shall state the Tender Price for the payment terms outlined in the Conditions of Contract which will be considered for the evaluation of the Tender. The Tenderer may state alternate payment terms and indicate the reduction in the Tender price offered for such alternative payment terms. The Purchaser may consider the alternative payment terms offered by the Tenderer.

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

22. Rejection / Acceptance of the Tender

22.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) of services required without any change in unit prices or other terms and conditions, accept a Tender reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Tenderer of the grounds for the Purchaser's action, and without thereby incurring any liability to the Tenderer and the decision of the Purchaser shall be final.

22.2 The Tender shall be rejected if it is:

22.2.1 substantially non-responsive; or

22.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or

22.2.3 incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or

22.2.4 subjected to interlineations / cuttings / corrections / erasures / overwriting; or

22.2.5 the Tenderer submits more than one Tenders; or

22.2.6 the Tenderer refuses to accept the corrected Total Tender Price; or

22.2.7 the Tenderer has conflict of interest with the Purchaser; or

22.2.8 the Tenderer tries to influence the Tender evaluation / Contract award; or

22.2.9 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award.

22.3 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.

22.4 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

23. Award Criteria

23.1 The bids will be evaluated in a manner prescribed in Clauses 7, 12, 19 and Annexure-A of this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections.

23.2 At first step tenderer fulfilling mandatory requirements and qualification criteria will stand qualified technically.

23.3 At second step technically qualified & successful tenderer will be selected on lowest cost quoted, irrespective of their score in previous steps.

24. Acceptance Letter (Letter of Intent)

The Purchaser shall, send the Acceptance Letter (Letter of Intent) to the successful Tenderer, prior to the expiry of the validity period of the Tender, which shall constitute a binding contract between the parties. However, a formal contract shall also be executed. The Purchaser reserves the exclusive rights to cancel the Letter of Intent issued without assigning any reason thereof at any point in time.

25. Performance Security

24.1 The successful Tenderer shall furnish Performance Security as under (Annexure J):

24.1.1 within twenty (20) working days of the receipt of the Acceptance Letter from the Purchaser;

24.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan or allowed to carry out financial transaction in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Purchaser;

24.1.3 for a sum equivalent to 10% of the contract value;

24.1.4 denominated in Pak Rupees;

24.1.5 have a minimum validity period of ninety days from the date of Award Notification or until the date of expiry of warranty period, support period or termination of services, whichever is later.

24.2 The proceeds of the Performance Security shall be payable to the Purchaser at his option, on occurrence of any / all of the following conditions:

24.2.1 If the Contractor commits a default under the Contract;

24.2.2 If the Contractor fails to fulfill any of the obligations under the Contract;

24.2.3 If the Contractor violates any of the terms and conditions of the Contract.

24.3 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.

26. Redressal of grievances by the procuring agency

25.1 The procuring agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

25.2 Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than fifteen days after the announcement of the bid evaluation report under rule 35 of PPRA rules 2009.

25.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.

25.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

25.6 Any bidder not satisfied with the decision of the committee of the procuring agency may lodge an appeal in the relevant court of jurisdiction.

Draft Contract for

PROCUREMENT OF SERVICES OF INCUBATION PARTNER

FOR

GOVERNMENT OF PUNJAB'S TECHNOLOGY INCUBATOR

between

Punjab Information Technology Board (PITB)

and

[name of Contractor]

Dated:

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I. Agreement

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

and

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

RECITALS

WHEREAS,

(a) The Government of the Punjab through the Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the consulting services as described in the contract.

(b) The Purchaser has requested the Contractor to provide certain services as described in Tender Document; and

(c) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

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

1. The Contractor hereby covenants with the Purchaser to supply the Services and provide the Services, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.

2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Services.

3. The following shall be deemed to form and be read and construct as part of this Contract:

   a. The Tender Document
   b. Bidder's Proposal
   c. Terms and Conditions of the Contract
   d. Special Stipulations
   e. The Technical Specifications
   f. Tender Form

g. Price Schedule
h. Affidavit(s)
i. Authorized Dealership / Agency Certificate
j. Performance Security
k. Service Level Agreement (SLA)
l. Non-Disclosure Agreement
m. Any Standard Clause acceptable for Purchaser

4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

27. Contract

The Purchaser shall, after receipt of the Performance Security from the successful Tenderer, send the mutually agreed Contract between both parties, whose draft is provided in the Tender Document, to the successful Tenderer. Within five working days of the receipt of such Contract, the Tenderer shall sign and date the Contract and return it to the Purchaser.

28. Contract Documents and Information

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

29. Contract Language

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

30. Standards

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

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

The Contractor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Service or any part thereof. The Purchaser will hold the exclusive rights to the contents of this program with a view to make a video documentary cum Reality TV Show of the project and broadcast it over national and international, conventional and modern media.

32. Execution Schedule

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

33. Payment

32.1 The contractor must have an operational Pak Rupees account in a scheduled bank operating in Pakistan, the details of the same shall be shared with the Purchaser by the Contractor.

32.2 The Contractor shall submit an Application for Payment (Invoice), in the prescribed form, to the Client. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Client may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Services provided, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Certificate of Payment, if any.

32.3 Payments shall be made against successful delivery of services per each Phase of the Program after vetting/certification by the relevant program lead of PITB.

32.4 The Purchaser shall issue a Certificate of Payment, in the prescribed form, with a copy to the Contractor, verifying the amount due, within seven days of receipt of an Application for Payment. The Client may withhold a Certificate of Payment on account of defect(s) / short coming(s) in the services provided. The Client may make any correction or modification in a Certificate of Payment that properly be made in respect of any previous certificate.

32.5 The Purchaser shall pay the amount verified in the Certificate of Payment within twenty one (21) days of receipt of a Certificate of Payment. Payment shall not be made in advance. The Purchaser shall make payment for the Services provided, to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque.

32.6 Payment will be made in accordance with the applicable laws in Pakistan, by depositing the cheque in the designated account of the Contractor in the designated bank in Pakistan.

32.7 Liability of payment due with the Purchaser shall stand discharged as soon as the payment cheque is deposited by the Purchaser in the designated bank account of the Contractor and upon realization of the payment. Both the bank and the Contractor will officially acknowledge receipt of the payment.

32.8 Taxes will be deducted as per applicable rates in Pakistan as per income tax ordinance 2001 or any amendment comes in force therein. Rates will be finalized keeping in view the status of successful bidder/contractor either resident or non-resident.

34. Price

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

35. Contract Amendment

34.1 The Purchaser may, at any time, by written notice served on the Contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Services / the Works, in whole or in part.

34.2 The Contractor shall, within ten working days of receipt of such notice, submit a cost estimate and execution schedule of the proposed change (hereinafter referred to as the Change), to the Purchaser.

34.3 The Contractor shall not execute the Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client.

34.4 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

34.5 No variation in or modification in the Contract shall be made, except by written amendment

signed by both the Purchaser and the Contractor.

36. Assignment / Subcontract

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

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

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

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

38. Liquidated Damages

If the Contractor fails / delays in performance of any of the obligations, 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 Contract Price which is attributable to such part of the Services / the Works as cannot, 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.

39. Blacklisting

38.1 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, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector.

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

40. Forfeiture of Performance Security

If the Contractor fails / delays in performance of any of the obligations, under the Contract / 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.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

41. Termination for Default

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

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

42. Termination for Insolvency

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

43. Termination for Convenience

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

42.2 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:

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

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

44. Force Majeure

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

43.2 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.

43.3 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.

45. Dispute Resolution

44.1 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.

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

46. Statutes and Regulations

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

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

47. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies as imposed under the laws of Pakistan and Punjab.

48. 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.

49. The Purchaser/Client

48.1 The Purchaser/ Client shall only carry out such duties and exercise such authority as specified in the Contract. The Purchaser/Client shall have no authority to relieve the Contractor of any of his obligations under the Contract, except as expressly stated in the Contract.

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

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

50. Authorized Representative

49.1 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.

49.2 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.

49.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

49.4 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.

49.5 Notwithstanding above Clause, any failure of the Authorized Representative to disapprove Services or Works shall not prejudice the right of the Client to disapprove such Services or Works and to give instructions for the rectification thereof.

49.6 If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser / the Client, the Contractor may refer the matter to the Purchaser / the Client who shall confirm, reverse or vary such decision or instruction.

51. Waiver

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

52. Training

51.1 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.

51.2 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.

53. Special Stipulations

SCHEDULE-A, SPECIAL STIPULATIONS	
For ease of Reference, certain special stipulations are as under:	
Tender Security	The Contractor shall furnish the Tender Security as under: for the whole Tender; if Total Tender Price is less than or equal to PKR 5 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; if Total Tender Price is more than PKR 5 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document or in another form acceptable to the Purchaser; for a sum equivalent to 2% of the Total Tender Price; denominated in Pak Rupees; Have a minimum validity period of ninety days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later
Performance Security	The successful Contractor shall furnish Performance Security as under: within twenty (20) working days of the receipt of the Acceptance Letter from the Purchaser; in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Purchaser; for a sum equivalent to 10% of the contract value; denominated in Pak Rupees; Have a minimum validity period of ninety days from the date of issuance of Letter of Intent or until the date of expiry of contract period or fulfillment of all obligations, whichever is later

Start operation of Services	Within four (04) weeks from the issuance of Letter of Intent
Liquidated damages for failure / configuration of Services by the Contractor	Liquidated damages shall be levied @ 0.25% of the Contract Price which is attributable to such part of the Services as cannot, 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. (This penalty will also be invoked on the commitments given by the Contractor in the technical proposal)
Legal Status to Work in Pakistan	The Bidder must be allowed and meet all conditions set forth by the Government of the Punjab and Government of Pakistan to work with all concerned parties of the private, public, and not for profit sectors.

Annexure-A

Technical Evaluation Criteria

A point system will be used for qualifying the contractors. Annexure A here gives the details:

PASS MARKS: A technically eligible bidder, based on conditions listed in Clause 7 and complying to the Scope as listed in Clause 6, not meeting the 70% pass mark limit will be rejected in Technical Valuation, and its Financial Proposal will be returned to it unopened. 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% will be considered EQUALLY as approved in the Technical Proposal, and their Financial Bids will be opened.

According to the Technical Proposal, the Technical Specifications will be rated as follows. Bidders may fill in the below evaluation sheet and do their own evaluation for submission, but the evaluation done by the Purchaser shall be the valid evaluation and shall hold:

Punjab Government's Technology Incubator **Technical Evaluation Criteria**			**Evaluation**			**Marks**	
			A = 10	**B = 5**	**C = 0**		**Answer - Comment/Description**
No.	**Requirement**	**Requirement - Comment/Description**	**X**	**X**	**x**		
	Feature List						
	Company Profile		**Max 100**				
1	Number of Successful Similar projects in other countries (verifiable list to be provided)	If >4, then 'A' If = 3, 'B' If less than 3 , 'C'					
2	Average Experience of Instructors dedicated for this Project	If >= 10 years of experience (YOE) then 'A' If <10 YOE, then 'B' If <5 YOE then 'C'					
3	Average business experience of Mentors	If >= 10 years of experience (YOE) then 'A' If <10 YOE, then 'B' If <5 YOE then 'C'					

4	Average experience of Mentors in mentoring and coaching startups	If >= 6 years of experience (YOE) then 'A' If <6 YOE, then 'B' If <3 YOE then 'C'					
5	Number of Startups Helped Launch / Register in the last 10 years (Verifiable proof required)	At least 100 = 'A' Between 21-49 = 'B' Less than or equal to 20 =' C'					
6	Level of funding raised (at least $1.0 million USD or more) for startups / firms launched in the past 10 years (verifiable proof required)	For more than 5 firms = 'A' Between 3 and 5 firms = 'B' Less than or equal to 3 firms = 'C'					
7	Level of funding raised (less than 1.0 million USD) for startups / firms in the past 5 years (verifiable proof required)	For more than 20 firms = 'A' Between 5 and 20 firms = 'B' Less than or equal to 5 firms = 'C'					
8	Average Experience of Bidder	For more than 20 firms = 'A' Between 5 and 20 firms = 'B' Less than or equal to 5 firms = 'C'					
9	Overall Funding raised till date for startups (verifiable proof required)	For more than 20 million USD = 'A' Between USD(5M and 20M) = 'B' Less than or equal to USD 5M firms = 'C'					
10	Number of successful acquisitions of the Incubatees till date (with acquisitions of equal to or more than USD 500,000.00) (verifiable proof required)	For more than 10 firms = 'A' Between 2 and 10 firms = 'B' Less than or equal to 2 firms = 'C'					

Annexure-B
(to be printed on the Bidder's letterhead)

Technical Proposal Submission Form

[Location, Date]

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

Dear Sir,

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

We undertake, if our Proposal is accepted, to provide supply of _____related to the assignment.

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

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

We remain,
Yours sincerely,
Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of the Firm

Address

Annexure-C
(to be printed on the Bidder's letterhead)

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

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

Dear Sir,

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

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

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

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

Signed
In the capacity of:
Duly authorized to sign the proposal on behalf of the Applicant.
Date:

Annexure-D

(to be printed on the Bidder's letterhead)

FINANCIAL COST

The table is to be read in conjunction with the notes written below and Clauses 6 and 14 mentioning the Scope and Tender Price.

Financial Cost Sheet / Price Table for each Cycle

Item	Unit	Volume	Unit Rate in PKR	Total in PKR
Instructors (In Pakistan at Incubation Center)	days	2 instructors, 20 working days (each)		
Mentors (In Pakistan at Incubation Center)	days	4 mentors, 20 working days (each)		
Course material (to be taught and delivered to Incubatees at the Incubation Center in Pakistan)	1 set including hard copies, audio / visual aid, access to online materials and relevant CDs / DVDs	45 students		
Mentors (via remote / video link session)	hours	5 mentors 4 hours (each)		
Program Cost – Phase 3				
Item	Unit	Volume	Unit Rate in PKR	Total in PKR
Mentors (via remote / video link session in the Soft landing zone or at the Incubator space of the Bidder)	hours	5 mentors 8 hours (each)		
Office Space (in the Soft landing zone / Incubator space of the Bidder)	No. of desks in the office space	30days		
Total Cost for 4 Cycles max per annum (in words) in Pak Rupees				**Box X (Total Amount in PKR)**

Notes to the Price Table:

1) *The bids shall be prepared on the volumes of inputs given in the Price Table above.*
2) *All volumes, as listed above, are for evaluation purposes only.*
3) *All the numbers quoted above are hypothetical and in no way bind the Purchaser to avail the said services in a number less than, equal to or more than the one as quoted above.*
4) *Payment against all above mentioned services will only be made on actual consumption basis.*
5) *Costs of Airfare / Air ticket and lodging in the country where the Bidder's Soft Landing Zone is located, for the appointed / authorized members of PITB and authorized persons of Incubatees, travelling to and from Pakistan shall be passed on to the Purchaser for payment with proof of ticket purchased at the lowest ECONOMY class with the shortest route taken and a copy of the boarding card and invoice of the accommodation's rent shall be passed on to the Purchaser for reimbursement on as per actual basis.*
6) *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.*
7) *All requirements of the Government of Pakistan, the Government of Punjab regarding travelling, doing business, offering services / consultancy in Pakistan and / or Punjab in particular must be adhered to with all financial implications thereagainst absorbed in the above Price Table.*
8) *The accommodation / lodging / VISA and related traveling costs for PITB's authorized officials and authorized persons of the Incubatees shall also be borne by the Bidder and passed on as per actual to the Purchaser.*
9) *The Purchaser may not utilize entire volume in Box X regardless of which payments to be made and may utilize the services interchangeably.*

Date _____

Place _____

Signature of authorized person

Name:

(Company Seal)

_____

In the capacity of

Duly authorized by

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 be printed on the Bidder's letterhead)

To

(Name and address of Purchaser)

Sub: _____.

Dear Sir,

a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.

b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.

c) We agree to abide by this proposal for the period of ____ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

d) We agree to execute a contract in the form to be communicated by the _(insert name of the Purchaser)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.

f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in biding.

g) We would like to clearly state that we qualify for this work as our company meets all the criteria indicated on your tender document. The details are as under:

_____

Authorized Signatures with Official Seal

Annexure-F

INSTRUCTIONS FOR PREPARATION OF POWER OF ATTORNEY

a) To be executed by an authorized representative of the bidder in accordance with law.

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

(to be printed on a legal stamp paper)

POWER OF ATTORNEY

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

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

Dated this _____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Annexure-G

(to be printed on the letterhead of the Bidder)

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

Annexure-H

(to be printed on a legal stamp paper)

AFFIDAVIT

Integrity Pact

We _(Name of the bidder)_ being the first duly sworn on oath submit that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _(Name of the Purchaser)_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

_____

Signature & Official Seal

Name of the person and designation

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

Annexure-I

(to be printed on a legal stamp paper by the issuing authority)

TENDER SECURITY FORM

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

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Bidder 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 Bidder withdraws the Tender during the period of the Tender validity specified by the Bidder on the Tender Form; or
2. If the Bidder does not accept the corrections of his Total Tender Price; or
3. If the Bidder, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

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

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

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

Date this _____day of 2012.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

Annexure-J

(to be printed on a legal stamp paper by the issuing authority)

PERFORMANCE SECURITY

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgment Date:

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

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

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

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

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

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

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

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

Date this _____day of 2012.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

Annexure-K
(to be printed on the letterhead of the Bidder)

Financial Capacity of the Bidder

Additionally, the following financial data form shall be filled out for the Bidder. The Purchaser reserves the right to request additional information about the financial capacity of the Bidder. A Bidder that fails to demonstrate through its financial records that it has the financial capacity to perform the required Supply/Services may be disqualified.

Financial Information	Historical information for the previous three years (most recent to oldest in (PAK Rupees)		
	Year 1 (Year)	Year 2 (Year)	Year 3 (Year)
Information from Balance Sheet:			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
(4) Current Liabilities (CL)			
Information from Income Statement:			
(5) Total Revenue (TR)			
(6) Profits before Taxes (PBT)			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			

Provide information on current or past litigation or arbitration over the last three (3) years as shown in the form below.

Litigation or arbitration in the last three (3) years: No:_____Yes:_____ (See below)

Litigation and Arbitration During Last three (3) Years

Year	Matter in Dispute	Value of Award Against Contractor in PAK Rupees

_____

Authorized Signatures with Official Seal

Annexure-L

(to be printed on the letterhead of the Bidder)

AUTHORIZED REPRESENTATIVE

WHEREAS [Name and Address of the Bidder] (hereinafter called "the Bidder") has submitted Tender against [Tender Name] (hereinafter called "the Tender") to the [Name and Address of the Purchaser] (hereinafter called "the Purchaser") nominates Mr. / Ms. _____ , [designation] of [company name], holding Pakistani National ID card / respective Passport no. _____ , as the duly Authorized Representative of [Name the Bidder], to act on behalf of the Bidder for all correspondence with the Purchaser and for signing on all documents, letters, forms, bids, etc.

Dated this _____day of 2012.

Signature

(Company Seal)

_____

[Name]

[In the capacity of]