PUNJAB INFORMATION TECHNOLOGY BOARD (PITB)

INVITATION TO BID

Punjab Information Technology Board (PITB), Government of the Punjab, invites bids for:

I. The Procurement of Printing & Publishing items for PITB and its various Projects.
II. The Procurement of Food & Catering Services for PITB and its various Projects.
III. The Procurement of Stationary, Entertainment and General Order items for PITB and its various Projects.
IV. The Procurement of Drinking Water for PITB and its various Projects.

2. The procurement shall be completed in accordance with the Punjab Procurement Rules 2014, on Single Stage - Two Envelope Bidding Procedure.

3. The separate tender documents are available in the office of the undersigned & the same may be obtained subject to the payment of cost of printing and provision of the document which is Rs. 1000/- each. Tender Documents are also available at www.pitb.gov.pk and www.ppra.punjab.gov.pk and may be downloaded free of cost.

4. A single package containing Technical and Financial separate Bids, duly completed, signed, stamped, sealed and in complete conformity with Tender Document should be dropped, in the Tender Box No.1, placed at Reception of the PITB office, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, no later than 1500 Hours, within 15-days of first publication of this advertisement in national newspapers or uploading of relevant Tender Documents on PITB & PPRA websites, whichever is later. The bids shall be opened at 1530 hours on last date for submission of bids, as per PPRA Rules, 2014.

5. All bids must be accompanied by Bid Security in complete conformity of the clause "Bid Security" of the prescribed tender documents. Bids which are incomplete, not sealed, not signed and stamped, late or submitted by other than specified mode will not be considered.

6. Income/Sales tax registration certificate and other documents as mentioned in Tender Documents must accompany the bids.

Note: PITB management may reject all bids or proposals at any time prior to the acceptance of a bid or proposal, as provided under Rule-35 of Punjab Procurement Rules, 2014.

Director (Development & Procurement)
Punjab Information Technology Board
13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road Lahore.
Ph: (042) 35880062, Fax (042) 99232123 Web: www.pitb.gov.pk

IPL-12679

Tender Document

Tender No. 101112016-1

PROCUREMENT OF FOOD & CATERING SERVICES FOR PITB AND IT'S VARIOUS PROJECTS UNDER FRAMEWORK CONTRACT

Punjab Information Technology Board (PITB)

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

346-B, Ferozepur Road, Lahore, Pakistan

Phone: (+ 92) (42) (35880062), Fax: (+92) (42) (99232123)

URL: www.pitb.gov.pk

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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

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.

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 a 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 per provisions of this tender document clause "Bid Security" 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, Lahore, not later than 1500 hours on last date of submission of bids i.e. **15th November, 2016** 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 1530 hours **15th November, 2016.** 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 Goods/ Items/ Services must be received in writing to the Purchaser till **6th November, 2016**. Any query received after said date may not be entertained. All queries shall be responded to within due time. PITB may host a Q&A session, if required, at PITB premises (13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore). The time, date and venue for said Q&A session shall be communicated to all registered bidders well in time.

The bidder shall submit bid 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 / Letter of Acceptance 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

Name: Aquil Khan

Designation: Joint Director Administration

Email: aquil.khan@pitb.gov.pk

11th Floor Arfa Software Technology Park, 346-B Ferozepur Road

Lahore

Secondary Contact

Name: Muhammad Shaukat Qureshi

Designation: Joint Director Procurement

Email: muhammad.qureshi@pitb.gov.pk

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

Lahore

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) 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

3.1 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 / concerned 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 or provides the general order items etc. and related 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 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods or Services in question.

3.11 "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.

3.12 "Day" means calendar day.

3.13 "Defects Liability Period" means the period following the award of LOA/Contract, during which the Contractor is responsible for making good, any flaws in Services provided under the Contract.

3.14 "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

3.15 "Goods" means general order supplies which the Contractor is required to supply to the Purchaser under the Contract against each relevant Lot.

3.16 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.

3.17 "Prescribed" means prescribed in the Tender Document.

3.18 "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.

3.19 "Origin" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is

substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.

3.20 "Services" means catering services and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.

3.21 “Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.

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

3.23 “Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan

4. Headings and Titles

In this document, headings and titles shall not be construed to be part there of 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

Punjab Information Technology Board (PITB), (hereinafter referred to as “the Purchaser”) invites requests Proposals (hereinafter referred to as “the Tenders”) for the procurement of catering services for its various Projects.

The items/services will be delivered to Punjab Information Technology Board, Lahore or as required by the Purchaser at the time of order placement. Detail requirements and specifications are attached at Annex-A

7. Tender Eligibility/Qualification Criteria

7.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who:

7.1.1 has a registered/incorporated company/firm in Pakistan with relevant business experience of last two (02) years as on, for each lot;

7.1.2 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those firms/ companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);

7.1.3 has valid Punjab Sales Tax Registration with Punjab Revenue Authority;

7.1.4 has valid Registration of National Tax Number (NTN).

7.1.5 has submitted bid for complete Lot(s) separately and relevant bid security against each lot separately;

7.1.6 must be involved in manufacturing, sales or supply business of food and catering services for last two (02) year as on, for each lot;

7.1.7 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) for each Lot;

7.1.8 Conforms to the clause of "Responsiveness of Bid" given herein this tender document.

7.1.9 Goods and 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 Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

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-mail) 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 may bid for any or all lots of his choice.

13.2 The Tenderer is not allowed to bid for a partial Lot.

13.3 The Tenderer is not allowed to bid for part of the services in a LOT.

13.4 The Tenderer will submit their respective bids against each Lot separately in a manner explained in this tender document (If bidder is submitting their bid against multiple Lots)

13.5 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English.

13.6 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.

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

- 13.7.1 Technical Proposal Form (**Annexure-B**);
- 13.7.2 Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) and Affidavit (Integrity Pact) (**Annexure - G & H**);
- 13.7.3 Covering letter duly signed and stamped by authorized representative. (**Annexure-E**);
- 13.7.4 Certificate of Company / Firm Registration / Incorporation under the laws of Pakistan
- 13.7.5 Evidence of eligibility of the Tenderer and the Goods / Services
- 13.7.6 Evidence of conformity of the Goods / the Services to the Tender Document
- 13.7.7 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.
- 13.7.8 Valid Registration Certificate for Income Tax & Sales Tax
- 13.7.9 Power of Attorney, if an authorized representative is appointed (**Annexure-F**)

13.8 The Financial Proposal shall comprise the following:

- 13.8.1 Financial Proposal Form (**Annexure-C**)
- 13.8.2 Price Schedule (**Annexure-D**)
- 13.8.3 Bid Security **(Earnest Money),** as per provisions of the clause Bid Security of this document**.**

13.9 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. **101112016-1**

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 seal the Duplicate Technical Tender in an envelope duly marked as under:

Duplicate Technical Proposal for

Tender Name. [Name of Tender]

Tender No. **101112016-1**

Lot No:

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

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

13.12 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]

Tender No. **101112016-1**

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 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. **101112016-1**

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]

13.14 The Tender shall be dropped in the prescribed Tender Box placed at the Reception of the Purchaser's office, not later than 1500 hours on last date of submission of bids. No late bid shall be accepted.

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

14.1.2 in Pak Rupees;

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

14.1.4 Including all charges up to the delivery point at the office of Punjab Information Technology Board.

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

14.3 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 (Earnest Money)

15.1 The Tenderer shall furnish the Bid Security (Earnest Money) as under:

15.1.1 for amounts as mentioned in following table against different lots:

Sr. No.	Lot No.	Bid Security Amount (PKR)
i.	1	100,000
ii.	2	35,000

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-twenty (120) days from the last date for submission of the Tender.

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 deliver the required Goods/Items or fulfill the order placed within the stipulated time period.

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 complete delivery of Goods/Items and issuance of satisfactory certificate by Admin team of the Purchaser.

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 shall be opened at 1530 hours on the last date of submission of bids i.e**. 15th November, 2016** 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.

20.1.2 meets the Technical Specifications for the Goods/Items/Services against each Lot;.

20.1.3 meets the delivery period / point for the Goods/Items/Services against each Lot;

20.1.4 in compliance with the rate and limit of liquidated damages;

20.1.5 offers fixed price quotations for the Goods/Items/Services against each Lot, , whereby no optional offer / bid or price is allowed;

20.1.6 is accompanied by the required Bid Security as part of financial bid envelope against each Lot;

20.1.7 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;

20.1.8 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 Services / Goods 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

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 Bids from the Bidders without adequate capabilities for supply of Goods/Items/Services 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 for both lots:

Category	Description	Points
Legal (Mandatory)	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	Required
	Valid Income Tax Registration	Required
	Valid Punjab Sales Tax Registration with Punjab Revenue Authority	Required
	Submission of undertaking on legal 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 specifications of all items / 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

Note: Verifiable documentary proof for all above is required.

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 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 Gov. at any time during execution/evaluation period will be dealt with mutual consent

24. Rejection / Acceptance of the Bid

23.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) 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).

23.2 The Tender shall be rejected if it is:

23.2.1 substantially non-responsive in a manner prescribed in this tender document clause-20; or

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

23.2.3 incomplete, partial, conditional, alternative, late; or

23.2.4 bid not submitted separately against each Lot and relevant bid security is not submitted separately against each Lot;

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

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

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

23.2.8 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;

23.2.9 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);

23.2.10 the Tenderer fails to meet the evaluation criteria requirements (clause-22);

23.2.11 the tenderer has been blacklisted by any public or private sector organization;

23.2.12 the tenderer has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.

23.2.13 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.

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

23.2.15 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.

23.2.16 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 against each Lot.

27. Redressal of grievances by the procuring agency

26.1 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.

26.2 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.

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

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

26.5 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 CONTRACT

Contract Title:

[Name of Contractor]

Dated:

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I. Agreement
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51. Contract Cost
52. The Client
53. Authorized Representative
54. Waiver

This CONTRACT AGREEMENT (this "Contract") made as of the **[day]** of **[month]**, **[year]**, between **Punjab Information Technology Board** (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 supply of 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 to remedy defects 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 supply of the Services and provision of the Services and remedying of defects 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. Service Level Agreement (SLA) (if required)

k. Non-Disclosure Agreement (if required)

l. 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.

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 **Punjab Information Technology Board:**	For **[full legal name of the Contractor]:**
Signature	Signature
Name	Name
Witnessed By:	Witnessed By:

WITNESSES

Signature _____	Signature _____
CNIC # _____	CNIC # _____
Name _____	Name _____
Designation_____	Designation _____
Address _____	Address _____

II. General Conditions of Draft Contract

28. Contract

The Purchaser shall, after issuance of LOA, 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.

29. Contract Duration

The duration of Framework Contract shall be initially for the period till 31st December, 2017 starting from the date of issuance of LOA and extendable for next two (2) years. Renewal shall be based on provisioning of satisfactory services by the service provider, needs, requirements and approved budgetary provisions of the Purchaser.

30. 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

31. 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.

32. Standards

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

33. Commercial Availability

The Goods/items supplied under this Contract shall be commercially available at the time of signing of the contract. Commercial availability means that such Goods/items shall have been sold under two separate contracts by manufacturer globally.

34. 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/items or Service or any part thereof.

35. Execution Schedule

Order for catering services will be placed three (3) days before the event through written intimation(s) / Purchase Order(s) by the Purchaser, subsequent to the issuance of Letter of Acceptance.

36. Packing

The Contractor shall provide such packing of the Goods/Items/Services as is sufficient to prevent their damage or deterioration during storage / transit to their final destination as

indicated in the Contract. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the final destination and withstand, without limitation, rough handling, exposure to extreme temperatures, salt and precipitation at all points in storage / transit. The Contractor shall arrange and pay for the packing of the Goods to the place of destination as specified in the Contract, and the cost thereof shall be included in the Contract Price.

37. Delivery

37.1 The Contractor shall indicate his delivery approach clearly specifying the requirements for packing, shipping and unpacking of deliverable Goods/Items with any associated/relevant documentation. The approach shall address shipment of deliverables to the various designated sites. The approach shall also specify any special shipping constraints such as custom requirements, security requirements, access arrangement or loading dock requirements. The Contractor shall deliver the Goods/Item at various Government Offices in Punjab, as specified by the Purchaser at the time of delivery.

37.2 The Goods/Items shall remain at the risk and under the physical custody of the Contractor until the delivery and taking over of the Goods is completed.

37.3 The Contractor shall ensure that the Goods shall be delivered complete. If it shall appear to the Client that the Goods have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, he may require the Contractor at the expense of the Contractor to dispatch the missing items of the Goods or suitable replacements thereof to the site of delivery by the fastest available means including air freight.

37.4 The Contractor shall include in the Tender a detailed logistics plan which shall include support details for transportation, mobilization and personnel scheduling during project implementation and the warranty period. The Contractor shall provide maintenance, supply and procurement support necessary for Client to maintain all system, at the contracted performance and reliability level. The Contractor shall arrange and pay for the transport of the Goods to the place of destination as specified in the Contract.

38. Payment

38.1 The Contractor shall provide all necessary supporting documents along with invoice.

38.2 The Contractor shall submit an Application for Payment, 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 Goods/Items/Services supplied, the Services provided and the Works done, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.

38.3 The Purchaser shall get verified the details of Goods/Items/Services delivered against the invoice and Payment shall be made on complete delivery of Goods/Items/Services after issuance of satisfactory certificate by concerned team, as per details given in the Letter of Acceptance/Purchase Order.

38.4 The Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial delivers. The Purchaser shall make payment for the Goods supplied, the Services provided and the Works done as per, to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque.

38.5 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

39. Price

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

40. Contract Amendment

40.1 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.

40.2 The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor.

40.3 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.

40.4 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

41. Assignment / Subcontract

41.1 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.

41.2 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.

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

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

43. Liquidated Damages

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance violates any of the provisions of the Contract / Letter of Acceptance commits breach of any of the terms and conditions of the Contract / Letter of Acceptance, 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 Goods/ Items/Services, 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.

44. Blacklisting

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract / Letter of Acceptance or found to have engaged in corrupt or fraudulent practices in competing for the award of contract / Letter of Acceptance or during the execution of the contract / Letter of Acceptance, 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.

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 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.

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 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.

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:

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

47.4 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 / Letter of Acceptance 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, blacklisting for future tenders, if and to the extent his failure / delay in performance /discharge of obligations under the Contract / Letter of Acceptance 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 / Letter of Acceptance 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 / Letter of Acceptance 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 / Letter of Acceptance.

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 / Letter of Acceptance 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 / Letter of Acceptance 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/ Letter of Acceptance, 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/ Letter of Acceptance. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract/ Letter of Acceptance, 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 Notwithstanding Clause 53.2, any failure of the Authorized Representative to disapprove any Goods or Services or Works shall not prejudice the right of the Client to disapprove such Goods or Services or Works and to give instructions for the rectification thereof.

54.6 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.

55. Waiver

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

56. Special Stipulations

<table>
<tr><td colspan="2">SCHEDULE-A, SPECIAL STIPULATIONS</td></tr>
<tr><td colspan="2">For ease of Reference, certain special stipulations are as under:</td></tr>
<tr><td>Bid Security (Earnest Money)</td><td>The Contractor shall furnish the Bid Security (earnest Money) as under: separately against each Lot; for amounts as mentioned in following table against different lots:

<table><tr><th>Lot No.</th><th>Bid Security Amount (PKR)</th></tr><tr><td>1</td><td>100,000</td></tr><tr><td>2</td><td>35,000</td></tr></table>
in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; denominated in Pak Rupees;
Have a minimum validity period of one hundred-twenty (120) days from the last date for submission of the Tender.</td></tr>
<tr><td>Delivery Period</td><td>Order for food and catering services will be placed three (3) days before the event through written intimation(s) / Purchase Order(s) by the Purchaser, subsequent to the issuance of Letter of Acceptance.</td></tr>
<tr><td>Liquidated damages for failure / delay in supply of Goods / Items by the Contractor</td><td>If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract/ Letter of Acceptance, 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 Goods / Items, 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.</td></tr>
</table>

ANNEXURE-A

Food and catering services

LOT No. 1

MENU - 1 (Buffet)			
Sr. No.	**Item Name**	**Details**	**Quantity (servings)**
1	Gravy	Chicken Qorma	**5,150**
2	Naan	Plain Nan/Rotti	
3	Raita	Yogurt Raita	
4	Salad	Kachumar Salad	
5	Water	Mineral Water 0.5 Liter each	
Optional Items			
6	Dry	Chicken Biryani	**3,750**
7	Tea	Black/Green Tea per head	**2,500**
8	Dessert	Icecream per head	**320**
9	Drinks	Regular Cold Drink (250 ml)	**4,300**
10	Dessert	Fruit Triaffle per head	**1,550**
11	Dessert	Kheer per head	**2,300**

MENU - 2 (Buffet)			
Sr. No.	**Item Name**	**Details**	**Quantity**
1	Gravy	Mutton Qorma/Mutton Kunna	**2,250**
2	Naan	Variety of Naan Kalvangi/Garlic/Roghni	
3	Raita	Yogurt Raita/Zeera Raita	
4	Salad	Pineapple/Russian	
5	Drinks	Regular Cold Drink (250 ml)	
6	Water	Mineral Water 0.5 Liter each	
Optional Items (per head)			
7	Dessert	Fruit Triaffle	**400**
8	Dessert	Kheer/Firni	**600**
9	Dessert	Icecream/Kulfa	**400**
10	Dessert	Gajjar Halwa	**400**
11	Tea	Black/Green Tea per head	**600**
12	Dry	Fried Fish	**600**
13	Dry	Chicken Kabab	**600**
14	Dry	Mutton Kabab	**250**
15	Dry	Chicken Botti	**250**
16	Dry	Chicken Malai Botti	**250**

MENU - 3 (Buffet)			
Sr. No.	**Item Name**	**Details**	**Quantity**
1	Dry	Chicken Kabab	**1,775**
2	Dry	Chicken Botti	
3	Raita	Yogurt Raita/Zeera Raita	
4	Naan	Variety of Naan Kalvangi/Garlic/Roghni	
5	Drinks	Regular Cold Drink (250 ml)	
6	Dessert	Ghulab Jaman (2/Person)	

MENU - 4 (Lunch Box)			
Sr. No.	**Item Name**	**Details**	**Quantity**
1	Dry	Chicken Piece (1 each, 250 grams)	**2,200**
2	Dry	Chicken Sandwich (2 each)	
3	Dessert	1 Bite Chocolate Brownie (1 each)	
4	Drink	Regular Cold Drink (250 ml)	

Catering Services			
Sr. No.	**Item Name**	**Details**	**Quantity**
1	Services	Catering Services per person (with standard quality crockery)	**9,000**

***NOTE:**

i. The bidder must submit the bid for all items mentioned above.

ii. The order for food / catering services may start from fifteen persons (15) per event.

LOT No. 2

High Tea Items (Per Head)			
Sr. No.	**Item Name**	**Details**	**Quantity**
1	Coffee	Coffee Simple (1 cup each)	**2,900**
2	Tea	Black Tea (1 cup each)	**3,400**
3	Tea	Green Tea (1 cup each)	**150**
4	Dry	Bakery Biscuits (50 Grams)	**3,500**
5	Dry	One Bite Chicken Pastry (1 each)	**150**
6	Dry	One Bite Chicken Sandwich (2 each)	**3,900**
7	Dry	Finger Fish (3Pcs)	**1,900**
8	Dry	One Bite Pizza (1 each)	**3,500**
9	Dry	Club Sandwich (1 each)	**3,900**
10	Dry	Lemon/Chocolate Tart (2 each)	**2,000**
11	Dry	One Bite Chocolate Brownie (1 each)	**3,400**
12	Dry	Chicken Roll (1 each)	**150**
13	Dry	Chicken Nuggets (2 each)	**2,400**
14	Dry	One Bite Pastries (1 each)	**1,600**
15	Dry	Cup Cakes (1 each)	**2,500**
16	Water	Mineral Water 0.5 Liter each	**3,900**

Catering Services			
Sr. No.	**Item Name**	**Details**	**Quantity**
1	Services	Catering Services per person (with standard quality crockery)	**3,000**

***NOTE:**

i. The bidder must submit the bid for all items mentioned above. The Quality of above food item must be equivalent or higher than the quality of food items available at Kitchen Cuisine / Jalal Sons / Pearl Continental.

ii. The order for food / catering services may start from fifteen persons (15) per event.

FORMS & OTHER REQUIRED DOCUMENTS

ANNEXURE-B

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 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 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 (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 Client / 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

Price Schedule/ Financial Cost Sheet

LOT NO. 1

Table 1							
Sr. #	**Item Name**	**Item Details**	**No of Units/ QTY (1)**	**Unit Rate / head (Excl. Taxes) Rs. (2)**	**Total Taxes (3)**	**Unit Rate / head (Incl. all Taxes) Rs. (4=2+3)**	**Total Cost (Incl. all Taxes) Rs (5=1x4)**
Menu 1 (Buffet)							
1	Gravy	Chicken Qorma	5,150				
2	Naan	Plain Nan/Rotti					
3	Raita	Yogurt Raita					
4	Salad	Kachumar Salad					
5	Water	Mineral Water 0.5 Liter each					
Optional Items (per head)							
6	Dry	Chicken Biryani	3,750				
7	Tea	Black/Green Tea per head	2,500				
8	Dessert	Icecream per head	320				
9	Drinks	Regular Cold Drink (250 ml)	4,300				
10	Dessert	Fruit Triaffle per head	1,550				
11	Dessert	Kheer per head	2,300				
Total Food Cost							**A**
Menu 2 (Buffet)							
1	Gravy	Mutton Qorma/Mutton Kunna	2,250				
2	Naan	Variety of Naan Kalvangi/Garlic/Roghni					
3	Raita	Yogurt Raita/Zeera Raita					
4	Salad	Pineapple/Russian					
5	Drinks	Regular Cold Drink (250 ml)					
6	Water	Mineral Water 0.5 Liter each					
Optional Items (per head)							
7	Dessert	Fruit Triaffle	400				
8	Dessert	Kheer/Firni	600				
9	Dessert	Icecream/Kulfa	400				
10	Dessert	Gajjar Halwa	400				
11	Tea	Black/Green Tea per head	600				
12	Dry	Fried Fish	600				
13	Dry	Chicken Kabab	600				
14	Dry	Mutton Kabab	250				
15	Dry	Chicken Botti	250				
16	Dry	Chicken Malai Botti	250				
Total Food Cost							**B**

Menu 3 (Buffet)							
1	Dry	Chicken Kabab	1,775				
2	Dry	Chicken Botti					
3	Raita	Yogurt Raita/Zeera Raita					
4	Naan	Variety of Naan Kalvangi/Garlic/Roghni					
5	Drinks	Regular Cold Drink (250 ml)					
6	Dessert	Ghulab Jaman (2/Person)					
Total Food Cost							**C**
Menu 4 (Lunch Box)							
1	Dry	Chicken Piece (1 each, 250 grams)	2,200				
2	Dry	Chicken Sandwich (2 each)					
3	Dessert	1 Bite Chocolate Brownie (1 each)					
4	Drink	Regular Cold Drink (250 ml)					
Total Food Cost							**D**
Catering Service							
1	Services	Catering service charges per person (with standard quality crockery)	9,000				
Total Catering Service Charges							**E**
Total Bid Cost							**Y = A+B+C+D+E**

Notes to Price Table:

i. "Y" will determine the total bid cost for Lot # 1.

ii. Prices must be quoted for all items in each lot.

iii. The Purchaser reserves exclusive rights to decrease the quantities of Items / services mentioned above, at the unit rates quoted by the bidder.

iv. Order will be place three (3) days prior to the event.

v. The order for food / catering services may start from fifteen persons (15) per event.

vi. The rates quoted shall be governed by "Framework Contract", which may span over the period till 31st December, 2017, starting from the date of issuance of Letter of Acceptance and extendable up to next two (2) years.

Total Cost (in words) Rs. _____

Date _____

Signature of authorized person

Name:

(Company Seal)

_____

In the capacity of
Dully authority by

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

Price Schedule/ Financial Cost Sheet)

LOT No. 2

High Tea Items (Per Head)							
Sr. #	**Item Name**	**Item Details**	**No of Units/ QTY (1)**	**Unit Rate / head (Excl. Taxes) Rs. (2)**	**Total Taxes (3)**	**Unit Rate / head (Incl. all Taxes) Rs. (4=2+3)**	**Total Cost (Incl. all Taxes) Rs (5=1x4)**
1	Coffee	Coffee Simple (1 cup each)	2,900				
2	Tea	Black Tea (1 cup each)	3,400				
3	Tea	Green Tea (1 cup each)	150				
4	Dry	Bakery Biscuits (50 Grams)	3,500				
5	Dry	One Bite Chicken Pastry (1 each)	150				
6	Dry	One Bite Chicken Sandwich (2 each)	3,900				
7	Dry	Finger Fish (3Pcs)	1,900				
8	Dry	One Bite Pizza (1 each)	3,500				
9	Dry	Club Sandwich (1 each)	3,900				
10	Dry	Lemon/Chocolate Tart (2 each)	2,000				
11	Dry	One Bite Chocolate Brownie (1 each)	3,400				
12	Dry	Chicken Roll (1 each)	150				
13	Dry	Chicken Nuggets (2 each)	2,400				
14	Dry	One Bite Pastries (1 each)	1,600				
15	Dry	Cup Cakes (1 each)	2,500				
16	Water	Mineral Water 0.5 Liter each	3,900				
Total Food Cost							**A**
Catering Service Charges							
1	Services	Catering service charges per person (with standard quality crockery)	3,000				
Total Catering Service Charges							**B**
Total Bid Cost							**Z = A+B**

Notes to Price Table:

i. "Z" will determine the total bid cost for Lot # 2.

ii. Prices must be quoted for all items in each lot.

iii. The Purchaser reserves exclusive rights to decrease the quantities of Items / services mentioned above, at the unit rates quoted by the bidder.

iv. Order will be place three (3) days prior to the event.

v. The order for food / catering services may start from fifteen persons (15) per event.

vi. The rates quoted shall be governed by "Framework Contract", which may span over the period till 31st December, 2017, starting from the date of issuance of Letter of Acceptance and extendable up to next two (2) years.

Total Cost (in words) Rs. _____

Date _____

Signature of authorized person

Name:

(Company Seal)

_____

In the capacity of
Dully authority 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

(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 Price Schedule.

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) 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.

_____

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