PUNJAB INFORMATION TECHNOLOGY BOARD (PITB)

INVITATION TO BID

Punjab Information Technology Board (PITB), Government of the Punjab, invites proposals for Provisioning of Help Desk Representatives and Rendering Services for General & Allied Services (Security Guards) for Citizen Facilitation and Service Centers under the project titled "Establishment of Citizen Facilitation and Service Centers".

2. Tender Document is available at www.pitb.gov.pk and www.ppra.punjab.gov.pk. The procurement shall be completed in accordance with Punjab Procurement Rules 2014, on Single Stage - One Envelope Bidding Procedure.

3. A single package containing Technical and Financial 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, 11th 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 Document on PITB & PPRA websites, whichever is later. The bids shall be opened at 1600 hours on last date for submission of bids, as per PPRA Rules, 2014.

4. All bids must be accompanied by Bid Security at the rate of 1% of total Tender / bid value in complete conformity of the clause "Bid Security" of the prescribed tender document. Bids which are incomplete, not sealed, not signed and stamped, late or submitted by other than specified mode will not be considered.

5. All prospective firms are required to collect a Challan Form from the Procurement Assistant, PITB at below given address, to submit an amount Rs.1,000/- against each lot in PITB's Account. The deposit slip must accompany the proposal; elsewise the proposal shall stand rejected.

6. Income/Sales tax registration certificate and other documents as mentioned in Tender Document must accompany the bids. Taxes will be deducted as per Government rules.

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.

Joint Director (Development & Procurement)

Punjab Information Technology Board

11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road Lahore.
Ph: (042) 35880062, Fax (042) 99232123
Web: www.pitb.gov.pk

IPL 13520

Tender Document

Tender No. 224102014-3

PROVISIONING OF HELP DESK REPRESENTATIVES & RENDERING SERVICES FOR GENERAL & ALLIED SERVICES (SECURITY GUARDS) FOR CITIZEN FACILITATION AND SERVICE CENTERS AGAINST THE PROJECT TITLED "ESTABLISHMENT OF CITIZEN FACILITATION AND SERVICE CENTERS" 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%20ammended%20upto%2011.03.2014.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 bidding document carrying all details can be downloaded from PITB's website **http://www.pitb.gov.pk** and from PPRA's website **www.ppra.punjab.gov.pk** for information only. All prospective bidders are required to collect a Challan Form from the Procurement Assistant, PITB at above given address; to submit an amount of Rs. 1,000/- for each Lot in PITB's account. The deposit slip / Challan Form must accompany respective bid; elsewise the bid will stand rejected.

1.3 Type of Open Competitive Bidding

As per Rule 38(1) of PPRA Rules, 2014, Single Stage – One Envelope Bidding Procedure shall be followed.

2. Bidding Details (Instructions to Bidders)

All bids must be accompanied by Bid Security (Earnest Money), as per provisions of the clause "Bid Security" of this document in favor of **"Punjab Information Technology Board"**. The complete bids as per required under this tender document must be delivered into the Tender Box No.1, placed at reception of Punjab Information Technology Board, Lahore, not later than 1500 hours on last date of submission of bids i.e. 7th **November, 2014,** late bids shall not be considered. The Technical bids shall be publicly opened in the Committee Room of Punjab Information Technology Board, 11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, at 1600 hours on **7th November, 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

Queries of the Bidders (if any) for seeking clarifications regarding the required services must be received in writing to the Purchaser till **29th October, 2014**. 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 (11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore). All Bidders shall be informed of the date and time in advance.

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

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

The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/cost quoted in the Bid to cover all obligations under this Bid Process.

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

Shigrif Khan
Program Officer (Operations & Communication)
Email: shigrif.khan@pitb.gov.pk
11th Floor, Arfa Software Technology Park, 346-B,
Ferozepur Road, Lahore, Pakistan

Secondary Contact

Muhammad Ali
Program Manager (Procurement and Administration)
Email: m.ali@pitb.gov.pk
11th Floor, Arfa Software Technology Park, 346-B,
Ferozepur Road, Lahore, Pakistan

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

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

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

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

TERMS AND CONDITIONS OF THE TENDER

3. Definitions

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

3.1 "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.

3.2 "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.

3.3 "Client" means the Project lead of technical wing of the Purchaser for whose' particular project the 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.

3.4 "Bidder/Tenderer" means the interested Firm/Company/Supplier/Distributors that may provide or provides the related services as required under this tender to any of the public/private sector organization under the contract and have registered for the relevant business thereof.

3.5 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.

3.6 "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.

3.7 "Contractor / Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance for a specific item followed by the signing of formal Contract.

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

3.9 "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 Services in question.

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

3.11 "Day" means calendar day.

3.12 "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, defects and damage in Goods and Services provided, under the Contract.

3.13 "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.

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

3.15 "Prescribed" means prescribed in the Tender Document.

3.16 "Purchaser" means the Punjab Information Technology Board (PITB) or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.

3.17 "Services" are defined in clause 6 of this document.

3.18 "Origin" shall be considered to be the place where the Services are provided. The origin of Services is distinct from the nationality of the Contractor.

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

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

3.21 "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 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

LOT # 1

Help Desk Representatives

The overall scope of Lot # 1 is as follows:

- Deployment of Network System Engineers / Help Desk Representatives at maximum 10 Facilitation Centers located throughout Punjab.
- The Purchaser shall award / intimate the number of resources in incremental manner. The requirements shall be intimated to the contractor in writing subsequent to the issuance of Letter of Acceptance. The Contractor must deploy required resources within two (2) weeks of said written intimation by The Purchaser.
- The help desk support shift shall be of 8 hours for six days a week. The requirement of providing said support shift shall be made possible by the Contractor as and when required by the Purchaser.
- Network System Engineers / Help Desk Representatives must have minimum 16 years of education from reputed foreign or local university, must have at least 2 years of hands-on-post qualification relevant experience in networks and support system. The maximum age for Network System Engineer / Help Desk Representative is 30 years.
- The Contractor shall be responsible for any damages caused to the Facilitation Center during execution of the services by the resource of the Contractor.
- The Contractor shall adhere to the all policies and norms specified by the Purchaser.
- The Contractor shall certify that the resource provided is not addicted to drugs or alcohol.
- The Contractor shall adhere to all applicable laws including the labor laws and any other relevant laws of Pakistan.

- The Contractor will make sure to pay the salaries to all resources deployed in a timely manner and as per guidelines issued by the Government.
- The Contractor shall provide the following documents in original for the first time for The Purchaser's perusal, and later original documents will be returned; only the photocopies of those documents will be kept for record by the Purchaser.

  a) Valid & Verified CNIC.

  b) Police clearance certificate.
- The resources provided should be medically fit verified by designated government hospital.
- In case of replacement/change of a resource, every new incoming individual will be in possession of his original above mentioned documents prior to commencement of his duty.
- If a resource is found misbehaving with the citizens visiting the Facilitation Center, the FC management/staff, guards, or anyone else in the building, the resource will be terminated from duty immediately, and a warning will be issued to the contractor.
- All resources may be interviewed and their documents may be verified by the Purchaser before deployment.
- Any resource to be terminated by the Contractor should be brought into the knowledge of Purchaser, and the termination will be finalized with consent of the Purchaser.
- The Purchaser reserves the right to change the timing of the shifts

Roles and Responsibilities of Network System Engineers / Help Desk Representatives:

- The Contractor shall be responsible for the continuous operational capability and maintenance of the required services.
- Tier I - Support for end-users
- Support includes but not limited to systems, network, Infrastructure, emails, internet availability on clients / end-users computers / machines.
- Tier I - Hardware Support
- Support includes but not limited to driver updates, configuration of devices & peripherals, initial diagnosis etc.
- Tier I - Support on System Administration issues e.g. password, domain login, access rights, resetting the systems, troubleshooting etc.
- Tier II - escalations to System Administration/Network/Software business applications
- Day-to-day handling and timely resolution of related issues.
- Contractor will use the Purchaser's Technical Infrastructure in order to implement Help Desk.
- Contractor accessing the Purchaser systems or networks will be required to sign a Non-Disclosure Agreement.
- Contractor shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, information, and other items or services furnished under signed contract and Non-Disclosure Agreement (NDA).
- The Contractor shall provide their resident engineers deployed at all Facilitation Centers, with basic level of hardware, software and network tools.

LOT # 2
Security Services

The overall scope of Lot # 2 is as follows:

- Provisioning of Security Services 24/7 for Facilitation Center located throughout Punjab.
- The Purchaser shall award / intimate the number of resources in incremental manner. The requirements shall be intimated to the Contractor in writing subsequent to the issuance of Letter of Acceptance. The Contractor must deploy required resources within one (1) week of said written intimation by The Purchaser.
- Security services are required 24/7 i.e. three (03) shifts of 8:00 hours each in a day and for seven days a week. The requirement of providing security services shift shall be made possible by the Contractor as and when required by the Purchaser.
- Every shift must have required number of security guards possessing licensed weapons and all the necessary NOCs as per the government rules.
- The security guards provided should be between the ages of 25 to 50 years.
- The security guards provided should be medically fit verified by designated government hospital.
- A guard deployed at Facilitation Center should not be deployed anywhere else.
- At least, 50 percent of the guards provided must have served the Pakistan Army and rest of the civilian guards should have completed training by All Pakistan Security Agencies Association (APSAA) before deployment.
- Every shift should have at least one guard with first aid training.
- Guards deployed at FCs should have at least middle education.
- All guards may be interviewed and their documents may be verified by the Purchaser before deployment.
- Any guard to be terminated by the Contractor should be brought into the knowledge of Purchaser, and the termination will be finalized with consent of the Purchaser.
- The Purchaser may monitor and inspect readiness of on duty guards at any time.
- The Purchaser may conduct mock drills of on duty guards at any time
- The weapons will be inspected randomly by the Purchaser.
- The Purchaser reserves the right to change the timing of the shifts.
- Security Company will provide the following documents in original for the first time for The Purchaser's perusal, and later original documents will be returned; only the photocopies of those documents will be kept for record by the Purchaser e.g. Valid & Verified CNIC, Police and special branch's clearance certificate, Discharge certificate, Pension book or service book whatever applicable to the individual, Security Company's indemnity policy certificate etc.
- Security Company will make sure to pay the salaries to all Security guards and supervisors in a timely manner and as per guidelines issued by the Government.
- Security Company will provide duty roster of security guards to the Purchaser in advance on monthly basis 10 days prior to the start of each month.
- Security Company will plan leave/rotation of security guards, and inform the Purchaser in advance regarding the leave and replacement of the security guard, via Email. Even in case of emergency leave, info Email will be required. Any change in the roster will be with consent of the Purchaser.

- If a guard is found misbehaving with the citizens visiting the Facilitation Center, the FC Management, other guards, or anyone else in the Facilitation Center, the guard will be terminated from duty immediately, and a warning will be issued to the Contractor.
- The Contractor will also be responsible to conduct drills on monthly basis and conduct security debriefing on daily basis to keep the guards vigilant and informed of the daily situation.
- The Contractor shall be responsible for any damages caused to the Facilitation Center during execution of the services by the resource of the Contractor.
- The Contractor shall adhere to the all policies and norms specified by the Purchaser.
- The Contractor shall certify that the resource provided is not addicted to drugs or alcohol.
- The Contractor shall adhere to all applicable laws including the labor laws and any other relevant laws of Pakistan.

Duty Hours

The 24/7 duty hours of security guards shall be as follows:

i.	1st shift consisting of 2 guards:	-	9:00 am to 5:00 pm
ii.	2nd shift consisting of 1 guard:	-	5:00 pm to 1:00 am
iii.	3rd shift consisting of 1 guard:	-	1:00 am to 9:00 am

Dress Code / Conduct for Security Guard

- Contractor shall provide uniforms to their staff as per the climatic conditions.
- The Security Supervisors / Guards should be wearing company designed uniform all time.
- Designated guards will be carrying weapon and ammunition at all time.
- All guards will carry their personal identification with them at all time.

In case of any misconduct /emergency/happening will report to concerned official at priority.

7. Tender Eligibility/Qualification Criteria

Eligible Bidder/Tenderer is a Bidder/Tenderer who:

7.1 has a registered/incorporated company/firm in Pakistan with relevant business experience of last three (3) years as on;

7.2 must have working experience on similar projects;

7.3 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);

7.4 has valid Registration with the concerned Home Authorities (Federal/Provincial), for Lot # 2 only;

7.5 has been established for at least three (3) years with proven experience in conducting/carrying out the similar services mentioned in this tender document under Clause 6;

7.6 has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment;

7.7 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);

7.8 Audited Financial Statements of last two (2) years, for Lot # 1 only;

7.9 Comply with complete clause-6 "Tender Scope";

7.10 Conforms to the clause of "Responsiveness of Bid" given herein this tender document;

7.11 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 services are provided.

NOTE: Verifiable proof for all the above shall be mandatory. Non-submission may cause disqualification of the bidder for any further process.

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 as many 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. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.

13.6 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various

set(s) of documents the same must be properly numbered and tagged in binding shape.

13.7 The Tender shall consist of proposals 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.

13.8 Proposal shall comprise the following:

13.8.1 Proposal Form (**Annexure-A**)

13.8.2 Undertaking (All terms & conditions and qualifications listed anywhere in in this tender document have been satisfactorily vetted) and Affidavit (Integrity Pact) (**Annexure-E&F**)

13.8.3 Covering letter duly signed and stamped by authorized representative. (**Annexure-C**)

13.8.4 Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan

13.8.5 Evidence of eligibility of the Tenderer and the Services

13.8.6 Evidence of conformity of the Services to the Tender Document

13.8.7 Technical Brochures / Literature

13.8.8 List of firm's major international and national clientele

13.8.9 Details of similar type of projects executed by Bidder

13.8.10 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.

13.8.11 The Contractor's financial capacity to mobilize and sustain the Supply of Services is imperative. In the Proposal, the Bidder is required to provide information on its financial status. This requirement can be met by submission of one of the following: 1) audited financial statements for the last two (2) year, supported by audit letters, 2) certified financial statements for the last two (2) year, supported by tax returns duly signed and stamped by authorized representative for Lot # 1 only.

13.8.12 The statement must be signed by the authorized representative of the Bidder

13.8.13 Financial Capacity as per **Annexure-I**.

13.8.14 Valid Registration Certificate for Income Tax & Sales Tax

13.8.15 Income Tax & Sales Tax Returns for the last two (2) tax years

13.8.16 Power of Attorney, if an authorized representative is appointed (**Annexure-D**)

13.8.17 Price Schedule (**Annexure-B**)

13.8.18 Bid Security **as per provisions of the clause Bid Security of this document** (**Annexure- G**)

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

Original Tender for

Tender Name. [Name of Tender]

Tender No. **224102014-3**

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 Proposal in an envelope duly marked as under:

Duplicate Tender for

Tender Name. [Name of Tender]

Tender No. **224102014-3**

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 again seal the sealed envelopes of Original Proposal and the Duplicate Proposal in an outer envelope, duly marking the envelope as under:

Original & Duplicate Tender for

Tender Name. [Name of Tender]

Tender No. **224102014-3**

Lot No:

Strictly Confidential

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

13.12 The Tenderer shall enclose soft copies of the 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.

13.13 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.

13.14 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 various Punjab Government Office(s)Offices in Punjab (if required).

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

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 a sum equivalent to 1% of the Total Tender Price;

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 proposal, failing which will cause rejection of bid.

15.1.5 if Total Tender Price is less than or equal to PKR 100 Million, in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;

15.1.6 if the Total Tender Price is more than PKR 100 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;

15.1.7 have a minimum validity period of ninety (90) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.

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

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

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

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

15.3 The unsuccessful Tenderer will be returned the Bid Security only, after completion of technical & financial evaluation process. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Security.

16. Tender Validity

The Tender shall have a minimum validity period of ninety (90) days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

17. Modification / Withdrawal of the Tender

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

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

18. Opening of the Tender

18.1 Tenders shall be opened at 1600 hours on the last date of submission of bids i.e. **7th November, 2014**, in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

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

18.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

19. Clarification of the Tender

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

20. Determination of Responsiveness of the Bid (Tender)

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

20.1.1 meets the eligibility criteria given herein this tender document/ the Services;

20.1.2 meets the Technical Specifications for the Services against each Lot;

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

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

20.1.7 The original receipt of tender fee submitted, attached with bid envelope against each Lot;

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

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

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

20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation.

21. Correction of errors / Amendment of Tender

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

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

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

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

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

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

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

22. TECHNICAL AND FINANCIAL EVALUATION OF PROPOSAL

PASS MARKS: A technically eligible bidder, based on conditions listed in this document, not meeting the 70% pass marks limit will be rejected. All bidders scoring greater than or equal to 70% of the marks will be considered for financial evaluation.

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

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

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

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / support services will be rejected.

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

Evaluation Criteria For LOT #1 (Help Desk Representatives)

Category	Description	Points	
Legal (Mandatory)	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	Mandatory	
	Valid Income Tax Registration	Mandatory	
	Valid General Sales Tax Registration (Status = Active with FBR)	Mandatory	
	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.	Mandatory	
	Compliance to the services required under clause (6) i.e. Scope of Services in this document	Mandatory	
	In full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking of same on legal stamp paper is must)	Mandatory	
Market Presence	Years of establishment. (Max Points 15)	3 Years	5 points for each year
Financial Strength/ Experience	Audited Financial Reports (Max Points 10)	2 Years	5 Points for each year
	Projects of Similar Nature (Max Points 15)	1-2.5 million	5 Points
		2.6-5 million	10 Points
		5.1 million or above	15 Points
	Average Annual revenue of last two (2) years (Max Points 15)	2.5 million or below	05 Points
		2.6-5 million	10 Points
		5.1 million & above	15 Points
Human Resource, Professional	Number of Employees (Engineers, Officers/Officials) (Max Points 25)	1 to 20	4 Points
		21 to 40	8 Points
		41 to 60	12 Points
		61 to 80	16 Points
		81 to 100	20 Points
		101 or above	25 Points

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

Evaluation Criteria For LOT #2 (Security Services)

Category	Description	Points
Legal (Mandatory)	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	Mandatory
	Certificate of Registration with the concerned authorities (Federal / Provincial)	Mandatory
	Valid Income Tax Registration	Mandatory
	Valid General Sales Tax Registration (Status = Active with FBR)	Mandatory
	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.	Mandatory
	Compliance to the services required under clause (6) i.e. Scope of Services in this document	Mandatory
	In full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking of same on legal stamp paper is must)	Mandatory
	Projects of Similar Nature for last 2 years (Min 3 million)	Mandatory
	Number of Employees (Min 100 Employees)	Mandatory

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

22.1 Financial evaluation of Proposal will be conducted under the Punjab Procurement Rules, 2014. The bidders must comply with above mentioned mandatory requirements and must submit documentary proof for the same, elsewise their respective bid(s) shall not be considered even if the lowest in bid price. 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 Proposal.

22.1.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.

22.1.2 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.;

22.1.3 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.

22.2 The Purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

23. 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 against each Lot separately.

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

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

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

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

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

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

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

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

23.2.13 the tenderer has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;

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

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

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

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

24. Award Criteria

The eligible bidder(s)/tenderer(s) as per clause-7 (Tender Eligibility) of this tender document fulfilling the qualification and technical evaluation criteria 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.

25. 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.

26. Performance Security

26.1 The successful Tenderer/The Contractor against each Lot shall furnish Performance Security as under:

- 26.1.1 within fourteen (14) days of the receipt of intimation letters issued in subsequence to the issuance of Letter of Acceptance by the Purchaser;
- 26.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;
- 26.1.3 for a sum equivalent to 5% of the yearly cost of required human resources intimated by The Purchaser in written form;
- 26.1.4 denominated in Pak Rupees;
- 26.1.5 have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfilment of all obligations under the contract, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.

26.2 The Performance Security shall be payable to The Purchaser, on occurrence of any / all of the following conditions:

- 26.2.1 If the Contractor commits a default under the Contract;
- 26.2.2 If the Contractor fails to fulfill the obligations under the Contract;
- 26.2.3 If the Contractor violates any of the terms and conditions of the Contract.

26.3 The Contractor must submit the enhanced performance security within fourteen (14) days for a sum equal to 5% yearly cost of the incremental number of resources required by the Purchaser in written form;

26.4 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. 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.

26.5 In case the Contractor fails to furnish Performance security in the shape of bank guarantee within the stipulated period given under Letter of Acceptance and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.

27. Redressal of grievances by the procuring agency

27.1 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.

27.2 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.

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

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

27.5 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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III. Technical Specifications

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

and

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

RECITALS

WHEREAS,

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

(b) The Purchaser has requested the Contractor to provide certain supply of Goods/items 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 Goods and provide the Services and to remedy defects / damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.

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

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

   a. The Tender Document
   b. Bidder's Proposal
   c. Terms and Conditions of the Contract
   d. Special Stipulations
   e. The Technical Specifications
   f. Tender Form
   g. Price Schedule
   h. Affidavit(s)
   i. Authorized Dealership / Agency Certificate
   j. Performance Security
   k. Service Level Agreement (SLA) (if required by the Purchaser)
   l. Non-Disclosure Agreement (if required)
   m. Any Standard Clause acceptable for Purchaser

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

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

For **[full legal name of the Purchaser]:**	For **[full legal name of the Contractor]:**
Signature	Signature
Name	Name
Witnessed By:	Witnessed By:

WITNESSES

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

II. General Conditions of Draft Contract

28. Contract

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

29. Contract Duration

The overall Contract duration is two (02) years. However, contract will be signed for one (01) year initially, which shall be extendable for another one (01) year starting form first deployment of resource(s) subsequent to the issuance of Letter of Acceptance. Extension of contract shall be based on provisioning of satisfactory services by the service provider, needs, requirements and approved budgetary provisions of the Purchaser.

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

33. Commercial Availability

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

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 Service or any part thereof.

35. Execution Schedule

LOT # 1

The Contractor shall start delivery of Services within two (02) weeks from the issuance of Acceptance Letter or written intimation by the Purchaser, subsequent to the issuance of LOA.

LOT # 2

The Contractor shall start delivery of Services within one (01) week from the issuance of Acceptance Letter or written intimation by the Purchaser, subsequent to the issuance of LOA.

36. Payment

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

36.2 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 Client may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Services delivered 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.

36.3 The Purchaser shall get verified the details of services delivered against the invoice from the Technical Team of PITB and Payment shall be made on monthly basis against number of resources deployed as per actual, after issuance of satisfactory certificate by concerned technical team, as per details given in relevant Letter of Acceptance.

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

36.5 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 5% of total contract value shall be deducted from the payments to be made against the contract

36.6 The contractor shall submit attendance certificate of each Help Desk Representatives/Security Guard duly signed by designated person by the Purchaser for the purpose or other documentary evidence as the Purchaser may require

36.7 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan for the whole period starting from issuance of Acceptance Letter i.e. till termination of the signed contract in this regard.

37. 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.

38. Contract Amendment

38.1 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.

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

38.3 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.

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

39. Assignment / Subcontract

39.1 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.

39.2 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.

40. 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.

41. 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 total Contract Price which is attributable to such part of the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

42. Blacklisting

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014 and PITB Procurement Regulations and Guidelines.

43. Forfeiture of Performance Security

43.1 The Performance Security shall be forfeited by the Purchaser, on occurrence of any / all of the following conditions:

44.1.1. If the Contractor commits a default under the Contract;

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

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

44.1.4. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 5% of total contract value shall be deducted from the payments to be made against the contract.

43.3 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.

43.4 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.

44. Termination for Default

44.1 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.

44.2 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.

45. 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.

46. Termination for Convenience

46.1 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.

46.2 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 Goods, the Purchaser may elect:

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

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

47. Force Majeure

47.1 For the purpose of this contract "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

47.2 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.

47.3 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.

47.4 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this

Contract and (B) avoid or overcome in the carrying out of its obligations here under.

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

48. Dispute Resolution

48.1 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.

48.2 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.

49. Statutes and Regulations

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

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

49.3 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.

50. 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.

51. 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.

52. The Client

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

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

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

53. Authorized Representative

53.1 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.

53.2 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.

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

53.4 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.

53.5 Notwithstanding Clause 53.2, any failure of the Authorized Representative to disapprove any 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.

53.6 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.

54. 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.

55. Training

55.1 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 the services to be supplied under the Contract.

55.2 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.

56. Special Stipulations

SCHEDULE-A, SPECIAL STIPULATIONS	
For ease of Reference, certain special stipulations are as under:	
Bid Security (Earnest Money)	The Contractor shall furnish the Bid Security (earnest Money) as under: separately against each LOT; if Total Tender Price is less than or equal to PKR 100 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 100 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document, for a sum equivalent to 1% 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 fourteen (14) days of the receipt of intimation letters issued in subsequence to the issuance of Letter of Acceptance by The Purchaser; in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document; for a sum equivalent to the yearly cost of required human resources intimated by The Purchaser in written form; denominated in Pak Rupees; Have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, **whichever is later.**
Start of delivery of Services	The Purchaser shall award / intimate the number of resources in incremental manner. The requirements shall be intimated to the Contractor in writing subsequent to the issuance of Letter of Acceptance. The Contractor must deploy required resources within two (2) weeks of said written intimation by The Purchaser for Lot #1 and within one (1) week of said written intimation by The Purchaser for Lot # 2.
Liquidated damages for failure / delay in provisioning of Services / Works by the Contractor	If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the Contract Price.

FORMS & OTHER REQUIRED DOCUMENTS

ANNEXURE-A

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 No._____ dated _(insert date)_. Our attached Proposal is for the sum of _(insert amount in words and figures)_. This amount is inclusive of all taxes.

Our 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 blacklisted 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.

We remain,
Yours sincerely,
Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

ANNEXURE-B

Price Schedule/ Financial Cost Sheet

LOT # 1 (Help Desk Representative)

Sr. No.	Description	No of Resources (a)	Unit Rate (Excl. Taxes) / month Rs. (b)	Total Taxes (c)	Unit Rate (Incl. all Taxes) / month Rs. (d=b+c)	Total Service Charges / month (Incl. all Taxes) Rs (e=a*d)
1	Network System Engineers / Help Desk Representatives	20				
Total cost per moth						**X**
Total cost for 1 year (Y=X*12)						**Y**
Total cost for 2 years (Z=Y*2)						**Z**

Notes to Price Table:

i. **"Z"** will determine the total bid cost for all items/services under each Lot.

ii. **"Y"** will determine the amount of Performance Security.

iii. Quantity/ Number of Network System Engineers / Help Desk Resources present figures are the base volume for the purposes of evaluation only and does not bind Purchaser for the purchase as listed which means Price quoted shall be for a base volume of 20 resources. However, the Purchaser reserves exclusive right to utilize the resources in number less than, equal to or more than the given base volume of 20 resources on the unit quoted rate.

iv. The quoted rates shall be governed by "Framework Contract" for the period of two (2) years, starting from first deployment of resources subsequent to the issuance of Letter of Acceptance (LOA).

v. Service Level Agreement (SLA) for the services mentioned above, shall be signed separately (if required by the Purchaser).

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 # 2 (Security Services)

Sr. No.	Description	No of Resources (a)	Unit Rate (Excl. Taxes) / month Rs. (b)	Total Taxes (c)	Unit Rate (Incl. all Taxes) / month Rs. (d=b+c)	Total Service Charges / month (Incl. all Taxes) Rs (e=a*d)
1	Security Guards	50				
Total cost per moth						**X**
Total cost for 1 years (Y=X*12)						**Y**
Total cost for 2 years (Z=Y*2)						**Z**

Notes to Price Table:

i. **"Z"** will determine the total bid cost for all items/services under each Lot.

ii. **"Y"** will determine the amount of Performance Security.

iii. Quantity/ Number of security guards present figures are the base volume for the purposes of evaluation only and does not bind Purchaser for the purchase as listed which means Price quoted shall be for a base volume of 50 resources. However, the Purchaser reserves exclusive right to utilize the resources in number less than, equal to or more than the given base volume of 50 resources on the unit quoted rate.

iv. The quoted rates shall be governed by "Framework Contract" for the period of two (2) years, starting from first deployment of resources subsequent to the issuance of Letter of Acceptance (LOA).

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-C

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 / Services 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) 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.

_____

Authorized Signatures with Official Seal

ANNEXURE-D

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-E

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-F

(To be submitted on legal stamp paper)

AFFIDAVIT

(Integrity Pact)

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

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

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

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

_____
Signature & Stamp

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

_____ Notary Public

ANNEXURE-G

BID SECURITY FORM

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name _____ , Tender No._____, LOT No._____(hereinafter called "the Tender") to the [Name and Address of the Purchaser] (hereinafter called "the Purchaser") for the Total Tender Price of PKR (in figures _____) (in words _____).

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

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

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

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

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

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

Date this _____day of 2014.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

ANNEXURE-H

PERFORMANCE SECURITY

Issuing Authority:
Date of Issuance:
Date of Expiry:
Claim Lodgment Date: (Must be one month later than the expiry date)

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender Name. _____, Tender No._____ (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within fourteen (14) days of the receipt of intimation letters issued in subsequence to the issuance of Letter of Acceptance from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs._____(5% of the yearly contract value of required human resources) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

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

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

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

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

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

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

Date this _____day of 2014.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

ANNEXURE-I

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 two years (most recent to oldest in (PAK Rupees)	
	Year 1 (Year)	Year 2 (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 two (2) years as shown in the form below.

Litigation or arbitration in the last two (2) years: No:_____Yes:_____ (See below)

Litigation and Arbitration During Last two (2) Years

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

_____

Authorized Signatures with Official Seal