PROVISIONING OF MAINTENANCE SERVICES FOR AIR CONDITIONERS FOR THE PROJECT TITLED "ESTABLISHMENT OF CITIZEN FACILITATION AND SERVICE CENTERS (E-KHIDMAT MARKAZ)" UNDER FRAMEWORK CONTRACT

(EGOV – 17)

Tender Document No.: 302122022-1

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IMPORTANT NOTE:
Bidders must ensure that they submit all the required documents indicated in the Tender Document without fail. Bids/Proposals received without undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Tender Document or test certificates are liable to be rejected at the initial stage itself. The data sheets, and valid documentary evidence for the critical components, as detailed hereinafter, should be submitted by the Bidder for scrutiny.

APPLICABILITY OF PUNJAB PROCUREMENT RULES, 2014
This Bidding/Tender 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.

INVITATION TO BID

PPRA Rules to be followed
Punjab Procurement Rules, 2014 will be strictly followed. These may be obtained from PPRA's website. In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules, 2014.

Mode of Advertisement(s)
As per Rule 12(2), this Tender Document is being placed online at the websites of the Purchaser and PPRA, as well as being advertised in print media.

The Tender Document is available in the office of Punjab Information Technology Board, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore & the same may be obtained subject to the payment of cost of printing and provision of the document which is **Rs. 1,000/-.** Tender Document is also available at www.pitb.gov.pk and www.ppra.punjab.gov.pk and may be downloaded free of cost.

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

- **(i)** The Bids/Proposals shall be a single package consisting of two separate envelopes, containing separately the Financial and the Technical Bids/Proposals;
- **(ii)** The envelopes shall be marked as "Financial Bid/Proposal" and "Technical Bid/Proposal";
- **(iii)** In the first instance, the "Technical Bid/Proposal" shall be opened and the envelope marked as "Financial Bid/Proposal" shall be retained unopened in the custody of the procuring agency;
- **(iv)** The procuring agency shall evaluate the Technical Bid/Proposal in the manner prescribed in advance, without reference to the price and shall reject any Bid/Proposal which does not conform to the specified requirements;
- **(v)** During the Technical Evaluation no amendments in the Technical Bid/Proposal shall be permitted;
- **(vi)** After the evaluation and approval of the Technical Bids/Proposals, the procuring agency shall open the Financial Bids/Proposals of the technically accepted Bids/Proposals, publicly at a time, date and venue announced and communicated to the Bidders in advance, within the Bid/Proposal validity period;
- **(vii)** The Financial Bid/Proposal of the technically non-responsive Bidder shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later; provided that the procuring agency may return the sealed Financial Bid/Proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the procuring agency; and
- **(viii)** The lowest evaluated Bidder shall be awarded the contract.

BIDDING DETAILS (INSTRUCTIONS TO BIDDERS)

- All Bids/Proposals must include Bid Security, as part of Financial Bid/Proposal, and as per provisions of the **Clause "Bid Security/Earnest Money"** of this Tender Document in favor of **"Punjab Information Technology Board"**.
- All Bids/Proposals must include the **Technical and Financial Proposal Checklists,** as provided in the next section.
- The complete Bids/Proposals as required under this Tender Document, must be delivered into the Tender Box, placed at reception of Punjab Information Technology Board, Lahore, as per the following schedule:

Bid Submission Date & Time	**19 December, 2022 @ 12:00 PM**
Bid Opening Date & Time	**19 December, 2022 @ 12:30 PM**
Pre-Bid Meeting Date, Time & Place	**08 December, 2022 @ 11:00 AM** 13th Floor, Arfa Software Technology Park (ASTP), 346-B, Ferozepur Road, Lahore.

- Late Bids/Proposals shall not be considered. In case the last date of Bid/Proposal submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the Bid/Proposal shall be the next working day.
- Queries of the Bidders (if any) for seeking clarifications regarding this Tender Document must be received in writing to the Purchaser before the **Pre-Bid Meeting Date & Time** (if applicable).
- The Bidders shall submit Bids/Proposals which comply with the Tender Document. **Alternative and Optional Bids/Proposals shall not be considered**.
- The attention of bidders is drawn to the provisions of this Tender Document Clause regarding **"Determination of Responsiveness of Bid/Proposal" and "Rejection or Acceptance of the Bid/Proposal"** for making their Bids/Proposals substantially responsive to the requirements of the Tender Document.
- It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid/Proposal and no claim whatsoever including those of financial adjustments to the contract awarded under this Tender Document Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.
- It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.
- The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.
- The Primary Contact & Secondary Contact for all correspondence in relation to this Tender Document are as follows:

Primary Contact **Hasnain Ali** Programme Manager, **Email:** hasnain.ali@pitb.gov.pk 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Pakistan.	
Secondary Contact **M. Jahanzaib Khan** Joint Director (e-Procurement) **Email**: jahanzaib.khan@pitb.gov.pk 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, Pakistan.	

- Bidders should note that during the period from the receipt of the Bid/Proposal 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 Bids/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 Bid/Proposal.
- Failure to supply required Goods/Services within the specified time period will invoke penalty as specified in this document.

CHECKLISTS FOR BID/PROPOSAL SUBMISSION

- The bidders are required to fill and include the **Technical and Financial Proposal Checklists,** as provided below.
- The bidders are requested not to submit the whole Tender Document (signed & stamped) as part of their bids. Instead, it is recommended to prepare the bid documents as per **Technical and Financial Proposal Checklists.**
- No extra document will be received during evaluation process. Bidders are requested to send complete bid. Un-conditional Bids are required to be submitted.

TECHNICAL BID/PROPOSAL CHECKLIST				
Sr. No.	**Description**	**Document**	**Yes, No, N/A**	**Section / Page No.**
	PART - A			
1.	Covering letter duly signed and stamped by authorized representative	**Annexure-E**		
2.	Income Tax Registration Certificate (Please mention NTN number in the Document column of Checklist)	**NTN Certificate** **NTN #**		
3.	Sales Tax Registration Certificate (Please attach proof of current GST status as "Active" with FBR)	**Proof of Status = Active with FBR**		
4.	One Undertaking consisting of the following: - **A.** The Bidder (Bidder Name) is not blacklisted by any Provincial or Federal Government Department, Agency, Organization or Autonomous Body anywhere in Pakistan. **B.** The Bidder (Bidder Name) shall comply to Terms & Condition mentioned in Tender Document, i.e. (All terms & conditions and qualification requirements listed anywhere in this Tender Document have been satisfactorily vetted). **C.** The Bidder (Bidder Name) shall comply to Delivery Schedule & Execution Schedule as per Tender Document. **D.** The offered Goods/Services comply to the minimum Technical Specifications mentioned in Annexure – A of Tender Document.	**Annexure-G** Undertaking on Stamp Paper or Letter-head		
5.	Past Relevant Experience Documents: (Purchase Orders / Contracts) for specified period i.e., 03 years.	**Purchase Orders / Contracts** (As per requirement given in evaluation criteria)		
6.	Power of Attorney: if an authorized representative is appointed, duly signed & stamped.	**Annexure-F** (If applicable)		
	PART – B			
1	Technical Bid/Proposal Form	**Annexure-B**		
2	Technical Offer/BOQ	**Technical Offer/BOQ**		
3	Copy of Bid Security	**As per provisions of the Bid Security Clause of the Tender Document**		

FINANCIAL BID/PROPOSAL CHECKLIST				
Sr. No.	**Description**	**Document**	**Yes, No, N/A**	**Section / Page No.**
1	Financial Bid/Proposal Form	**Annexure-C**		
2	Price Schedule / Financial Cost Sheet	**Annexure-D**		
3	Original Bid Security	**As per provisions of the Bid Security Clause of the Tender Document**		

TERMS AND CONDITIONS OF THE TENDER DOCUMENT

1. Definitions

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

1.1 **"Authorized Representative"** means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.
1.2 **"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.
1.3 **"Client"** means the Project lead of technical wing of the Purchaser for whose' particular project the Goods / Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.
1.4 **"Bidder"** means the interested Firm/Company/Supplier/Distributors that may provide or provides the Goods/Services etc., and related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
1.5 **"Tender"** means the Tender Document issued by the Purchaser to get Bid/Proposal for Goods/Services.
1.6 **"Bid/Proposal"** means the offer submitted by the Bidder for Goods/Services against a Tender Document.
1.7 **"Commencement Date of the Contract"** means the date of signing of the Contract between the Purchaser and the Contractor.
1.8 **"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.
1.9 **"Contractor / Vendor"** means the Bidder whose Bid/Proposal has been accepted and awarded Letter of Intent for a specific item followed by the signing of Contract.
1.10 **"Contract Price"** means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
1.11 **"Contract Value"** means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods or Services in question.
1.12 **"Day"** means calendar day.
1.13 **"Force Majeure**" shall mean any event, act or other circumstances not being an event, act or circumstances under the control of the purchaser or of the contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure.
1.14 **"Goods"** means hardware, equipment, machinery, furniture and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.
1.15 **"Person"** includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
1.16 **"Prescribed"** means prescribed in the Tender Document.
1.17 **"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.
1.18 **"Origin"** shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.
1.19 **"Services"** means installation, configuration, deployment, commissioning, testing, training, support, after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.
1.20 **"Taking-Over Certificate"** means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
1.21 **"Works"** means work to be done by the Contractor under the Contract.
1.22 **"Eligible"** is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan

2. 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.

3. Notice

3.1 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:

3.1.1 in writing;

3.1.2 issued within reasonable time;

3.1.3 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

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

4. Scope of the Tender Document

4.1 Punjab Information Technology Board (PITB), (hereinafter referred to as "the Purchaser") invites / requests offers (hereinafter referred to as "the Bids/Proposals").

4.2 The Goods/Services etc. will be delivered and deployed at various locations in Punjab, **OR** Punjab Information Technology Board, Lahore, as specified by the Purchaser at the time of delivery. Detail requirements and specifications are attached at **Annexure-A**.

5. Bidder Eligibility/Qualification Criteria

5.1 Eligible Bidder is a Bidder who:

5.1.1 Has a registered / incorporated company / firm in Pakistan with relevant business experience of **Three (03) Years**;

5.1.2 Has valid Registration of **Sales Tax (GST) & National Tax Number (NTN),** Sales Tax and NTN status of Bidders, at the time of Bid/Proposal Opening, will be considered final for the determination of eligibility;

5.1.3 Has submitted complete Bid/Proposal. Non-compliance of the same shall cause rejection of the Bid/Proposal;

5.1.4 Has not been blacklisted by any of Provincial or Federal Government Department, anywhere in Pakistan **(Submission of undertaking)**; Blacklisting status of Bidders, as publicized on PPRA's website, on the day of Bid/Proposal Opening, will be considered final for the determination of eligibility;

5.1.5 Conforms to the Clause of **"Responsiveness of Bid/Proposal"** given herein this Tender Document.

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

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

b. **"Origin"** shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

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

6. Bid/Proposal Cost

The Bidder shall bear all costs / expenses associated with the preparation and submission of the Bids/Proposals and the Purchaser shall in no case be responsible / liable for those costs / expenses.

7. Joint Venture / Consortium

Joint ventures / Consortiums are not eligible for this Tender.

8. Examination of the Tender Document

The Bidder is expected to examine the Tender Document, including all instructions, and Terms & Conditions.

9. Clarification of the Tender Document

The Bidder may require further information or clarification of the Tender Document, **within five (05) calendar days** of issuance of Tender Document in writing. The clarification and its replies will be shared with all prospective Bidders in the Pre-bid Meeting (as applicable).

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

10. Amendment of the Tender Document

10.1 The Purchaser may, at any time prior to the deadline for submission of the Bids/Proposals, 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).

10.2 The Purchaser shall notify the amendment(s) in writing to the prospective Bidders as per Rule-25(4) of Punjab Procurement Rules, 2014.

10.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Bids/Proposals as per Rule-29 of Punjab Procurement Rules, 2014.

11. Preparation and Submission of Bids/proposals

11.1 Partial bids/proposals are not allowed. The Bidder must submit bid/proposal for complete set of requirements mentioned in this Tender Document.

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

11.3 The Bid/Proposal shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Bidder or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the Bid/Proposal contains various set(s) of documents the same must be properly numbered and tagged in binding shape.

11.4 The Bid/Proposal shall be in two parts i.e., the technical Bid/Proposal and the financial Bid/Proposal. Each Bid/Proposal shall be in two sets i.e., the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.

11.5 Technical Bid/Proposal shall comprise the following, **without quoting the price**:

- 11.5.1 **Checklist for Bid/Proposal Submission** must be affixed in start / included in the Technical Proposal Envelope
- 11.5.2 **Technical Proposal Form (Annexure-B)**
- 11.5.3 **Undertaking** (All terms & conditions and qualifications listed anywhere in this Tender Document have been satisfactorily vetted) and Affidavit (Integrity Pact) **(Annexure-G&H),** as applicable.
- 11.5.4 **Covering letter** duly signed and stamped by authorized representative. **(Annexure-E)**
- 11.5.5 Evidence of eligibility of the Bidder and the Goods / Services.
- 11.5.6 Evidence of conformity of the Goods / the Services to the Tender Document
- 11.5.7 **Technical Brochures / Literature (if applicable)**
- 11.5.8 **Details of Warranty and After-Sale Service (if applicable)**
- 11.5.9 Submission of undertaking that the firm is **not blacklisted** by any of Provincial or Federal Government Department, anywhere in Pakistan.
- 11.5.10 **Valid Registration Certificate for Income Tax & Sales Tax**
- 11.5.11 **Power of Attorney**, if an authorized representative is appointed **(Annexure-F)**

11.6 The Financial Proposal shall comprise the following:

- 11.6.1 **Financial Proposal Form (Annexure-C)**
- 11.6.2 **Price Schedule (Annexure-D)**
- 11.6.3 **Bid Security (Earnest Money),** as per provisions of the Clause (Bid Security/Earnest Money) of this document.

11.7 The Bidder shall seal the Original Technical Bid/Proposal in an envelope duly marked as under:

Original Technical Bid/Proposal for
Tender Name. [Name of Tender]
Tender No. XXXXXXX

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

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

11.8 The Bidder shall seal the Duplicate Technical Bid/Proposal in an envelope duly marked as under:

Duplicate Technical Bid/Proposal for
Tender Name. [Name of Tender]
Tender No. XXXXXXX

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

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

11.9 The Bidder shall follow the same process for the Financial Bid/Proposal.

11.10 The Bidder shall again seal the sealed envelopes of Original Technical Bid/Proposal and the Original Financial Bid/Proposal in an outer envelope, duly marking the envelope as under:

Original Bid/Proposal for
Tender Name. [Name of Tender]
Tender No. XXXXXXX
Strictly Confidential

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

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

11.11 The Bidder shall again seal the sealed envelopes of Duplicate Technical Bid/Proposal and the Duplicate Financial Bid/Proposal in an outer envelope, duly marking the envelope as under:

Duplicate Bid/Proposal for
Tender Name. [Name of Tender]
Tender No. XXXXXXX
Strictly Confidential

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

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

11.12 The Bidder may enclose soft copies of the Technical Bid/Proposal, including all Forms, Annexes, Schedules, Documents, Brochures, Literature, etc., in the form of PDF and Scanned images, with the hard copies.

11.13 The Bid/Proposal shall be dropped in the prescribed **Tender Box placed at the Reception of the Purchaser's Office**, before the **Bid Submission Date & Time** given in the Tender Document. No late Bid/Proposal shall be accepted.

11.14 This is made obligatory to **affix authorized signatures with official seal** on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, letters, forms and all relevant documents as part of the Bids/Proposals submitted by the Bidder.

12. Bid/Proposal Price

12.1 The quoted price shall be:

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

12.1.2 in **Pak Rupees**;

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

12.1.4 Including all charges up to the delivery point at various locations in Punjab, **OR** at Punjab Information Technology Board, Lahore, as specified by the Purchaser at the time of delivery.

12.2 If not specifically mentioned in the Bid/Proposal, it shall be presumed that the quoted price is as per the above requirements.
12.3 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).
12.4 In case of locally produced Equipment/Service, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item. In case of Contract of imported Equipment/Services offered Ex-Warehouse/Off-the-Shelf from within the Purchaser's country, import duties and sales and other taxes already paid shall be shown separately (if required by the Purchaser).

13. Bid Security (Earnest Money)

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

13.1.1 for fixed amount as mentioned in following table:

Sr. No.	Description	No. of ACs	Estimated Cost	Bid Security (2%)
1	Repair & Maintenance Services for Air Conditioners	420	3,600,000	72,000

13.1.2 denominated in **Pak Rupees**;
13.1.3 as part of **Financial Bid/Proposal envelope**;
13.1.4 in the form of **Bank Guarantee / Demand Draft / Pay Order / Call Deposit Receipt** in the name of the Purchaser;
13.1.5 have a minimum validity period of **one hundred and twenty (120) days** from the last date for submission of the Bid/Proposal or until furnishing of the Performance Security, whichever is later.

13.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
13.2.1 If the Bidder withdraws the Bid/Proposal during the period of the Bid/Proposal validity specified by the Bidder in Bid/Proposal; or
13.2.2 If the Bidder does not accept the corrections of its Total Bid/Proposal Price; or
13.2.3 If the Bidder, having been notified of the acceptance of the Bid/Proposal by the Purchaser during the period of the Bid/Proposal validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
13.3 The Bid security shall be returned to the technically unsuccessful Bidder/s with unopened / sealed Financial Bid/Proposal. Whereas the financially unsuccessful Bidder/s will be returned the Bid Security only after the award of contract. The Bid Security shall be returned to the successful Bidder upon furnishing of the Performance Security.

14. Bid/Proposal Validity

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

15. Modification or Withdrawal of the Bid/Proposal

15.1 The Bidder may, by written notice served on the Purchaser, modify or withdraw the Bid/Proposal after submission of the Bid/Proposal, prior to the deadline for submission of the Bid/Proposal.
15.2 The Bid/Proposal, withdrawn after the deadline for submission of the Bid/Proposal, and prior to the expiration of the period of the Bid/Proposal validity, shall result in forfeiture of the Bid Security.

16. Opening of the Bid/Proposal

16.1 Technical Bid/Proposal shall be opened as per the **Bid Opening Date & Time** given in the Tender Document, in the presence of the Bidder(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/Proposal submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the Bid/Proposal shall be the

next working day.

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

16.3 No Bidder or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during Bid/Proposal opening meeting at given time and location.

17. Clarification of the Bid/Proposal

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

18. Determination of Responsiveness of the Bid/Proposal

18.1 The Purchaser shall determine the substantial responsiveness of the Bid/Proposal to the Tender Document, prior to the Technical Evaluation, on the basis of the contents of the Bid/Proposal itself, without recourse to extrinsic evidence. A substantially responsive Bid/Proposal is one which:

18.1.1 meets the eligibility criteria given herein this Tender Document for the Goods / the Services.;

18.1.2 meets the Technical Specifications for the Goods / the Service;

18.1.3 meets the delivery period / point for the Goods / the Services;

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

18.1.5 offers fixed price quotations for the Goods / the Services, whereby no optional Offer/Bid/Proposal or Price is allowed;

18.1.6 is accompanied by the required Bid Security as part of Financial Bid/Proposal envelope;

18.1.7 In compliance with the Preparation/Submission of Bid/Proposal in a manner prescribed in this Tender Document **Clause -11**;

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

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

18.3 The Bid/Proposal determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation.

19. Correction of Errors and Amendment in Bid/Proposal

19.1 The Bid/Proposal shall be checked for any arithmetic errors which shall be rectified, as follows:

19.1.1 If there is a discrepancy between the amount in figures and the amount in words for the Total Bid/Proposal Price entered in the Form, the amount which tallies with the Total Bid/Proposal Price entered in the Price Schedule, shall govern.

19.1.2 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.

19.1.3 If there is a discrepancy in the actual sum of the itemized total prices and the Total Bid/Proposal Price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.

19.2 The Total Bid/Proposal Price as determined after arithmetic corrections shall be termed as the Corrected Total Bid/Proposal Price which shall be binding upon the Bidder.

19.3 Adjustment shall be based on corrected Total Bid/Proposal Prices. The price determined after making such adjustments shall be termed as Evaluated Total Bid/Proposal Price.

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

20. TECHNICAL EVALUATION CRITERIA

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing. The Bid/Proposal which do not conform to the Technical Specifications or Tender Document conditions or the Bid/Proposal from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected. The Technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria:

Category	Description	Points
Legal (Mandatory)	Valid Income Tax Registration *Registered for at least last **Three (03) Years;**	Required
	Valid Sales Tax Registration (Status = Active with FBR)	Required

Category	Description	Points
	Single Undertaking covering following aspects: i. The Bidder (Bidder Name) is not blacklisted by any Provincial or Federal Government Department, Agency, Organization or Autonomous Body anywhere in Pakistan. ii. The Bidder (Bidder Name) shall comply to Terms & Condition mentioned in Tender Document, i.e. (All terms & conditions and qualification requirements listed anywhere in this Tender Document have been satisfactorily vetted). iii. The Bidder (Bidder Name) shall comply to Delivery Schedule & Execution Schedule as per Tender Document. iv. The offered Goods/Services (all items) comply to the minimum Technical Specifications mentioned in Annexure – A of Tender Document. Product a. Technical Brochure that should include specific make and model with clarity of offered specifications must be enclosed with the bid (where applicable)	Required
Past Experience (Mandatory)	PKR 2.0 million worth of projects of similar nature i.e. Sale / Repair & Maintenance Services for Air Conditioners etc. in last three (03) years (Verifiable through relevant purchase orders / contracts)	Required

Note:

i. Verifiable documentary proof for all above requirements is required. Bid/Proposal will be evaluated and awarded on the basis of these verifiable proofs. Bidder must include checklist for above requirements in their Bid/Proposal.

ii. The result of the technical evaluation will be announced at least **one (01) day** before the opening of Financial Bid/Proposal. Said one day time will be given for the grievance regarding technical qualification / disqualification of the Bidders. However, after lapse of given time between the declaration of technical evaluation report and opening of the financial Bid/Proposal, no grievance petition would be entertained concerning the technical qualification / disqualification of the Bid/Proposal. The objection after the opening of the Financial Bid/Proposal would remain restricted to the Financial Bid/Proposal only.

21. FINANCIAL BID/PROPOSAL EVALUATION

21.1 Technically qualified/successful Bidder(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Eligible/Successful Bidder(s) or their authorized representatives shall be allowed to take part in the Financial Proposal(s) opening.

21.2 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.

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

21.2.2 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;

21.2.3 In evaluation of the price of articles/goods which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.

21.3 The Purchaser will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder. 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 Letter of Intent (LOI) till termination of the signed contract in this regard.

22. Rejection / Acceptance of the Bid/Proposal

22.1 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/Proposals at any time prior to the acceptance of a Bid/Proposal. The Purchaser shall upon request communicate to any Bidder, the grounds for its rejection of all Bid/Proposal, 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/Proposals, if any (As per Rule 35 of Punjab Procurement Rules, 2014).

22.2 The Bid/Proposal shall be rejected if it is:

22.2.1 substantially non-responsive in a manner prescribed in this Tender Document **(Clause -18)**; or
22.2.2 submitted in other than prescribed forms, annexes, schedules, documents / by other than specified mode; or
22.2.3 incomplete, conditional, alternative, late; or
22.2.4 Bid security is not submitted.
22.2.5 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
22.2.6 the Bidder refuses to accept the corrected Total Bid/Proposal Price; or
22.2.7 the Bidder has conflict of interest with the Purchaser; or
22.2.8 the Bidder tries to influence the Bid/Proposal Evaluation and Contract award; or
22.2.9 the Bidder engages in corrupt or fraudulent practices in competing for the Contract award;
22.2.10 the Bidder fails to meet all the requirements of Bidder Eligibility / Qualification Criteria **(Clause - 5)**;
22.2.11 the Bidder fails to meet the evaluation criteria requirements **(Clause - 20)**;
22.2.12 the Bidder has been blacklisted by any public or private sector organization;
22.2.13 the Bidder has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
22.2.14 there is any discrepancy between Tender Document and Bidder's proposal i.e., any non-conformity or inconsistency or informality or irregularity in the submitted Bid/Proposal.
22.2.15 the Bidder submits any financial conditions as part of its Bid/Proposal which are not in conformity with Tender Document.
22.2.16 non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
22.2.17 if the rates quoted by vender are not workable or on higher side etc.

23. Award Criteria

23.1 At first step, eligible Bidder(s) as per **Clause - 5** (Bidder Eligibility) of this Tender Document fulfilling the qualification and technical evaluation criteria will stand technically qualified.
23.2 At second step, technically qualified and successful Bidder(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities, irrespective of their score in the previous step.

24. Acceptance Letter

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Purchaser shall issue the Intent Letter to the successful Bidder, at least after **ten (10) days** of announcement of Bid/Proposal 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 Bid/Proposal, which shall constitute a contract, until execution of the formal Contract.

25. Redressal of grievances by the procuring agency

25.1 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.
25.2 Any Bidder feeling aggrieved by any act of the Purchaser after the submission of his Bid/Proposal may lodge a written complaint concerning his grievances **not later than ten (10) days** after the announcement of the Bid/Proposal evaluation report.
25.3 The committee shall investigate and decide upon the complaint **within fifteen (15) days** of the receipt of the complaint.
25.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
25.5 Any Bidder not satisfied with the decision of the committee of the Purchaser may lodge an appeal in the relevant court of jurisdiction.

26. Contract

The Purchaser shall send the Contract provided in the Tender Document, to the successful Bidder along with the Letter of Intent (LOI). Within **twenty-eight (28) days** from the issuance of Letter of Intent, the successful Bidder must sign the Contract.

27. Contract Duration

The Contract duration shall be for the period of **One (01) Year**, starting from the date of issuance of Letter of Intent (LOI), and extendable up to next two (02) years on yearly basis with the mutual consent of the Contractor and the Purchaser. The Contract Extension shall be based on provisioning of satisfactory services by the service provider, needs, requirements and approved budgetary provisions of the Purchaser.

28. Contract Documents and Information

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

29. Contract Language

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

30. Standards

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

31. Patent Right

The Contractor shall indemnify and hold the Purchaser harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods / the Service or any part thereof.

32. Execution Schedule

The Contractor shall start delivery of services within **One (01) Week** after issuance of Purchase Order/Intimation Letter, subsequent to the issuance of Letter of Intent (LOI).

33. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed by Income Tax and Sales Tax Department, Government of Pakistan.

34. 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 Contractor shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

35. Payment

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

35.2 The Contractor shall submit an Application for Payment, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods supplied, the Services provided and the Works done, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.

35.3 The Purchaser shall get verified the details of Goods/Services delivered against the invoice from the concerned Technical Team of PITB and Payment shall be made on complete delivery of Goods/Services, as the case may be, and after issuance of satisfactory certificate by concerned technical team of PITB, as per details given in relevant Letter of Intent.

35.4 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 Goods supplied, the Services provided and the Works done as per, to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque/cross cheque.

35.5 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.

35.6 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 Intent Letter till termination of the signed contract in this regard.

35.7 Payments shall be made against successful delivery of services, and as per actual number of visits at end of each month.

35.8 The contractor shall submit report at the end of each month duly signed by designated person by the purchaser for this purpose or other documentary evidence as the Purchaser may require

36. Price

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

37. Contract Amendment

37.1 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.

37.2 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.

37.3 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.

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

38. Assignment / Subcontract

38.1 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.

38.2 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.

39. 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.

40. 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 against undelivered portion, as liquidated damages, a sum of money **@0.25%** of the Contract Price which is attributable to such part of the Goods / 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, **10%** of the Contract Price.

41. 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, for a stated period, for future Tenders in public sector, as per provision of Punjab Procurement Rules, 2014 and PITB Procurement Regulations and Guidelines.

42. Performance Security

42.1 The successful Bidder/the Contractor shall furnish Performance Security as under:

42.1.1 **within twenty-eight (28) days** of the issuance of the Intent Letter from the Purchaser;

42.1.2 in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document, whereas, **if the individual contract amount is < PKR 3 million**, Performance Securities in the shape of demand draft / pay order may be accepted along with undertaking regarding its renewal by the Contractor before expiry, for required time period as per signed Contract;

42.1.3 for a sum equivalent to **five percent (05%)** of the contract value;

42.1.4 denominated in Pak Rupees;

42.1.5 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. Performance security shall not be acceptable with any validity less than the prescribed time period.

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:

43.1.1 If the Contractor commits a default under the Contract;

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

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

43.2 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.

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

44. Penalty Charges on Late Submission of Performance Security

If the Contractor fails / delays provision of Performance Security within **twenty-eight (28) days** of the issuance of the Letter of Intent from the Purchaser, a sum of money **@0.25%** of the total Performance Security, for every day beyond **twenty-eight (28) days** of the issuance of the Letter of Intent from the Purchaser, will be deducted as Penalty Charges. Provided that total amount of Penalty Charges so deducted shall not exceed, an amount equal to the value of Bid Security.

45. Forfeiture of Bid Security

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

45.1.1 If the Bidder withdraws the Bid/Proposal during the period of the Bid/Proposal validity specified by the Bidder in Bid/Proposal; or

45.1.2 If the Bidder does not accept the corrections of its Total Bid/Proposal Price; or

45.1.3 If the Bidder, having been notified of the acceptance of the Bid/Proposal by the Purchaser during the period of the Bid/Proposal validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

46. Termination for Default

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.

47. 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.

48. Termination for Convenience

48.1 Any of the parties may, at any time, by written notice served on the other party with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the other party.

48.2 The Goods and 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 / Services, the Purchaser may elect:

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

48.2.2 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.

49. Force Majeure

49.1 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.

49.2 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.

49.3 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.

49.4 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.

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

50. Dispute Resolution

50.1 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.

50.2 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.

51. Statutes and Regulations

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

51.2 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.

51.3 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.

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 to all the relevant Clauses of the 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 Goods or Services or Works shall not prejudice the right of the Client to disapprove such Goods or Services or Works and to give instructions for the rectification thereof.

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.

ANNEXURE-A

Scope of Repair & Maintenance Services

REPAIR & MAINTENANCE SERVICES FOR AIR CONDITIONERS

The overall scope is as follows.

1. The Contractor is responsible for the provision of skilled certified (Must have copy of certificate) AC technician to maintain the AC units (Approx. 40 Units at each CFSC) at CFSCs (locations are mentioned in ANNEXURE- I).
2. Technicians must visit each CFSC Two (02) times in a month from 09:00 AM to 05:00 PM.
3. During the routine visit at each CFSC, the Technician:
    i. Will check each and every AC Unit of the center and perform servicing / troubleshooting so that each AC Unit must be in complete operational state.
    ii. Will ensure that ACs are functioning normally and rectify the problems (if any).
    iii. Will keep visiting the CFSC daily till the time all AC Units are in complete operational state from 09:00 AM to 05:00 PM.
    iv. Must have complete tools kit required for servicing, troubleshooting and repair & maintenance of AC Units which will be checked by CFSC Managers.
    v. Will ensure that gas must be filled as per standards and filters are cleaned.
    vi. Will ensure that AC outdoors are washed, cleaned and their kits are dirt free.
    vii. Will check and maintain fan motors and blades of Outdoors as well as Indoors so that there shall be no damage and working / moving perfectly.
    viii. Will check and repair compressor and associated tubing for leakages & damages.
    ix. Will apply LACOR on AC pipes (if required).
    x. Will check all the accessories e.g., AC Remotes.
    xi. Will check heating and cooling valves.
    xii. Will check Water Pumps and drainage.
    xiii. Must be familiar with operating and maintenance manuals and other literature relating to CFSCs AC Units to ensure all necessary steps are taken to keep Air Conditioners in good running order and maximize their useful lives.
    xiv. Must not tamper with any part of the AC Units which does not require repair and maintenance and will be responsible for the repair or replacement of any such damages.
    xv. Will submit preventive works sheet to be performed during coming 2 months to the CFSC Manager (if required).
    xvi. Will not take unnecessary measures without intimation to the CFSC Manager.
    xvii. Will not take with him any equipment / fixture without taking approval from CFSC Manager.
    xviii. Will leave the premises after taking approval by CFSC Manager.
4. In case of emergency / failure / breakdown, the Contractor is responsible for the provision of skilled AC technician (24/7) till the rectification of the problem(s). Response time to the critical technical fault within two (02) hours maximum.
5. The contractor must share CFSCs wise monthly visit schedule before start of every calendar month.
6. The Contractor is responsible to perform all the services to the highest quality level.

7. The Contractor is responsible to communicate the Purchaser where improvements can be made in the operation and maintenance of our Air Conditioners.
8. Labor work includes electrical, technical, mechanical or any other type of work related to AC Units.
9. All types of spare parts & gas will be provided by the Purchaser.

Any work beyond scope of this contract will be performed after approval of CFSC Management.

Note: The bidders may visit the facilitation center(s) before bidding to have a clear understanding of scope of services.

ANNEXURE-B

TECHNICAL BID/PROPOSAL SUBMISSION FORM

[Location, Date]

To

(Name and address of Client / Purchaser)

Dear Sir,

We, the undersigned, offer to provide the (insert title of procurement) in accordance with your Request for Proposal/Tender Document No. (insert number) dated (insert date) and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide (insert procurement title) related to the assignment.

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

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

Yours sincerely,

Authorized Signature (Original)
(In full and initials)
Name and Designation of Signatory
Name of Firm
Address

ANNEXURE-C

FINANCIAL PROPOSAL SUBMISSION FORM

(PART OF FINANCIAL BID/PROPOSAL ENVELOPE)

[Location, Date]

To

(Name and address of Client / Purchaser)

Dear Sir,

We, the undersigned, offer to provide the (insert title of procurement) in accordance with your Request for Proposal/Tender Document No. (insert number) dated (insert date) and our Proposal. Our attached Financial Proposal is for the sum of (insert amount in words and figures). This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e., XX Days, as indicated in (insert clause No.) of the Tender Document.

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

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

Yours sincerely,

Authorized Signature (Original)
(In full and initials)
Name and Designation of Signatory
Name of Firm
Address

ANNEXURE-D

PRICE SCHEDULE / FINANCIAL COST SHEET

Sr. No	Description (Services)	No. of Sites (1)	No of Visits /CFSC/ Month (2)	Unit Rate /Visit Rs. (3)	Total Service Charges / Month (Incl. all Taxes) Rs (4=1*2*3)
1	Repair & Maintenance Services Of Air Conditioners	15	02		
				Total Price Per Month	**X**
				Total Price Per 01 year (Y=X*12)	**Y**

NOTE:

(i) X will determine the total price per month.

(ii) Y will determine the total price per 01 year.

(iii) Prices must be quoted for all items.

(iv) The Purchaser reserves exclusive rights to increase / decrease the quantities of the items mentioned vide this Tender Document.

Total Cost (in words) PKR _____
Date _____

Signature of authorized person
Name:

(Company Seal)

_____
In the capacity of
Duly authority by

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the Financial Bid/Proposal.

ANNEXURE-E

FORMAT FOR COVER 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 Goods/Services on terms of reference to be signed upon the award of contract for the sum indicated as per financial Bid/Proposal.

b) We undertake, if our proposal is accepted, to provide the Goods/Services comprise in the contract within time frame specified, starting from the date of issuance of notification of award from the Purchaser/Client Department / Office.

c) We agree to abide by this proposal for the period of ____ days (as per requirement of the Tender Document) from the date of Bid/Proposal 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/contract 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/Proposal you may receive, not to give any reason for rejection of any Bid/Proposal, and that you will not defray any expenses incurred by us in Tender /Bidding Process.

_____

Authorized Signatures with Official Seal

ANNEXURE-F

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

a) To be executed by an authorized representative of the Bidder.

b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.

c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

d) In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

FORMAT OF POWER-OF-ATTORNEY

POWER OF ATTORNEY
(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. / Ms. (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 bid/proposal for (name of the project) in response to the Bid/Proposal 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/Proposal.

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

Dated this _____ day of _____ 20__

For _____

(Signature)
(Name, Designation and Address)
Accepted

(Signature)
(Name, Title and Address of the Attorney)
Date:

ANNEXURE-G

UNDERTAKING

(On Stamp Paper or Letter-head)

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 Terms & Conditions of Tender Document and are liable to any punitive action for furnishing false information / documents.

It is further certified that:

A. The Bidder (Bidder Name) is not blacklisted by any Provincial or Federal Government Department, Agency, Organization or Autonomous Body anywhere in Pakistan.

B. The Bidder (Bidder Name) shall comply to Terms & Condition mentioned in Tender Document, i.e. (All terms & conditions and qualification requirements listed anywhere in this Tender Document have been satisfactorily vetted).

C. The Bidder (Bidder Name) shall comply to Delivery Schedule & Execution Schedule as per Tender Document.

D. The offered Goods/Services (all items) comply to the minimum Technical Specifications mentioned in Annexure – A of Tender Document.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

_____

In the capacity of

Duly authorized to sign Bid/Proposal for and on behalf of:

ANNEXURE-H

PERFORMANCE SECURITY

Issuing Authority:
Date of Issuance:
Date of Expiry:

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

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within twenty eight (28) days of the issuance of the Acceptance Letter (Letter of Intent) 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._____(05% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

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

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

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

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.
Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor before 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 20___.

GUARANTOR
Signature _____
CNIC # _____
Name _____
Designation _____
Address _____

ANNEXURE-I

List of Air Conditioners installed at CFSC

Lot No.	Sr. No.	Description	ACs (Tons)					Total	Project/sites
			1	1.5	2	2.5	4		
			No. of ACs installed						
1	1.	Repair & Maintenance services of Air Conditioners installed in CFSCs	0	3	0	7	1	**11**	Lahore-I
	2.		0	0	40	0	0	**40**	Lahore-II
	3.		1	5	2	0	5	**13**	Rawalpindi
	4.		0	17	7	0	9	**33**	Gujranwala
	5.		0	47	0	0	10	**57**	Sargodha
	6.		0	10	4	6	5	**25**	Sahiwal
	7.		0	15	15	0	4	**34**	Bahawalpur
	8.		0	2	28	0	4	**34**	D.G Khan
	9.		0	15	15	0	4	**34**	Faisalabad
	10.		0	15	15	0	4	**34**	Multan
	11.		0	0	16	0	4	**20**	Chakwal
	12.		0	0	14	0	0	**14**	Lodhran
	13.		0	0	6	0	5	**11**	Sialkot
	14.		0	2	28	0	0	**30**	Rahim Yar Khan
	15.		0	2	28	0	0	**30**	Toba Tek Singh
Total			**1**	**133**	**218**	**13**	**55**	**420**	

Type of Air Conditioners installed at CFSCs

AC Types		1 Ton	1.5 Ton	2 Ton	2.5 Ton	4 Ton	Total
Conventional	**Ceiling Mounted Cassette Type**	0	23	18	6	19	**66**
	Wall Mounted	1	7	3	0	0	**11**
Inverter	**Cabinet**	0	0	0	0	13	**13**
	Ceiling Mounted Cassette Type	0	29	165	5	23	**222**
	DUCT	0	0	0	2	0	**2**
	Wall Mounted	0	74	32	0	0	**106**
Grand Total		**1**	**133**	**218**	**13**	**55**	**420**

Location of Citizen Facilitation and Service Centers (CFSC)

Citizen Facilitation and Service Center are located in divisional headquarters as well as the districts across Punjab. Detail of addresses / locations of Citizen Facilitation and Service Centers are mentioned in table below:

Location of Citizen Facilitation and Service Centers		
Sr. No.	**CFSC**	**Address**
1	Lahore-I	Citizen Facilitation & Service Center (e-Khidmat Markaz) Jinnah Hall (Town hall) Lower mall Lahore.
2	Lahore-II	Citizen Facilitation & Service Center (e-Khidmat Markaz) 346-B, Arfa Software Technology Park (ASTP) Ferozpur Road Lahore.
3	Rawalpindi	Citizen Facilitation & Service Center (e-Khidmat Markaz) Opposite City District Court, Adjacent to TMO Potohar Town Office Rawalpindi.
4	Gujranwala	Citizen Facilitation & Service Center (e-Khidmat Markaz) Opposite main bazar Shaheen abad G.T Road Gujranwala.
5	Sargodha	Citizen Facilitation & Service Center (e-Khidmat Markaz) mella mandi ground, old civil lines road Sargodha.

6	Sahiwal	Citizen Facilitation & Service Center (e-Khidmat Markaz) 355 H, Opposite Sadar Police Station, Farid Town Sahiwal.
7	Bahawalpur	Citizen Facilitation & Service Center (e-Khidmat Markaz) Abbas Manzil, opposite DCO house near District Courts Bahawalpur.
8	D.G Khan	Citizen Facilitation & Service Center (e-Khidmat Markaz) Block no 40, near Ghazi Park, D.G Khan.
9	Faisalabad	Citizen Facilitation & Service Center (e-Khidmat Markaz) Opposite Mian Muhammad Trust Hospital, Near general bus stand Sargodha Road.
10	Multan	Citizen Facilitation & Service Center (e-Khidmat Markaz) near Land Record Management Information System, northern bypass dehar chowk, Multan.
11	Chakwal	Citizen Facilitation & Service Center (e-Khidmat Markaz) E-khidmat Markaz Opp Shohada Park, Main Talagang Road, Chakwal.
12	Lodhran	Citizen Facilitation & Service Center (e-Khidmat Markaz) E Khidmat markaz inside zilla council Kheror Pacca road Lodhran.
13	Sialkot	E-Khidmat Markaz Sialkot, Sialkot Buisness & Commerce Centre,Paris Road, Near Chamber of Commerce, Sialkot.
14	Rahim Yar Khan	Service Road Sadiq Branch Canal Road Chak 111/P Tehsil and District Rahim Yar Khan.
15	Toba Tek Singh	Deputy Commissioner Complex Toba Tek Singh.

Note: The Contractor may visit the facilitation center(s) before bidding to have a clear understanding of installed air conditioners.