PUNJAB INFORMATION TECHNOLOGY BOARD (PITB)

INVITATION TO BID

1. Punjab Information Technology Board (PITB), Government of the Punjab, invites bids for PROVISIONING OF PARTNERED SETTLEMENT BANK SERVICES FOR "PayZen" UNDER FRAMEWORK CONTRACT:
2. The procurement shall be completed in accordance with the Punjab Procurement Rules 2014, on Single Stage - Two Envelope Bidding Procedure.
3. The tender document is available in the office of the undersigned & the same may be obtained subject to the payment of cost of printing and provision of the document which is Rs. 1000/-. Tender Document is also available at www.pitb.gov.pk and www.ppra.punjab.gov.pk and may be downloaded free of cost.
4. A single package containing Technical and Financial separate Bids, duly completed, signed, stamped, sealed and in complete conformity with Tender Document should be dropped, in the Tender Box, placed at Reception of the PITB office, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, not later than **1200** Hours on last date of submission of bids i.e., **25th October, 2021** and bids shall be opened at **1230** hours on the same date, as per PPRA Rules, 2014.
5. Bids which are incomplete, not sealed, not signed and stamped, late or submitted by other than specified mode will not be considered.
6. Eligibility and Qualification documents as mentioned in Tender Document must accompany the bids.

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

(IPL-10093)

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

Tender Document
Tender No. 202102021-1

PROVISIONING OF PARTNERED SETTLEMENT BANK SERVICES FOR "PayZen" UNDER FRAMEWORK CONTRACT

Punjab Information Technology Board (PITB)
13th Floor, Arfa Software Technology Park (ASTP),
346-B, Ferozepur Road, Lahore, Pakistan
Phone: (+ 92) (42) (35880062), Fax: (+92) (42) (99232123)
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IMPORTANT NOTE:

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Proposal 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. 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(2), this Tender is being placed online at 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.

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

1.3 Type of Open Competitive Bidding

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

(i) The bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;
(ii) The envelopes shall be marked as "Financial Proposal" and "Technical Proposal";
(iii) In the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency;
(iv) The procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the rate and shall reject any proposal which does not conform to the specified requirements;
(v) During the technical evaluation no amendments in the technical proposal shall be permitted;
(vi) After the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted proposal, publicly at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
(vii) The financial proposal of the proposal found technically non-responsive 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 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 bidder offering best rate of return/profit shall be awarded the contract.

2. BIDDING DETAILS (INSTRUCTIONS TO BIDDERS)

The complete proposal as per required scope of work under this tender document, must be delivered into the Tender Box, placed at reception of Punjab Information Technology Board, Lahore, not later than **1200 hours** on last date of submission of proposal i.e., **25 October, 2021,** late proposal shall not be considered. The Technical proposal shall be publicly opened in the Committee Room of Punjab Information Technology Board, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, at **1230 hours** on **25 October, 2021**. 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 proposal shall be the next working day.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the Services / Scope of work must be received in writing to the Purchaser till **12 October, 2021.** Any query received after said date may not be entertained. All queries shall be responded to within due time. PITB will host a pre-bid meeting at **1100 hours** on **13 October, 2021,** at PITB premises (13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore).

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

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

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

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

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

Primary Contact

Salik Farooq
Senior Program Manager
Email: salik.farooq@pitb.gov.pk
11th Floor, Arfa Software Technology Park, 346-B,
Ferozepur Road, Lahore, Pakistan.

Adnan Ghani
Program Manager
Email: adnan.ghani@pitb.gov.pk
11th Floor, Arfa Software Technology Park, 346-B,
Ferozepur Road, Lahore, Pakistan.

Nadia Riaz
Chief Financial Officer
Email: nadia.riaz@pitb.gov.pk
11th Floor, Arfa Software Technology Park, 346-B,
Ferozepur Road, Lahore, Pakistan.

Secondary Contact

M. Rizwan ul Haque
Program Manager (Development & Procurement)
Email: rizwan.haque@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 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 proposal.

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” means the interested Bank that may provide or provides the Services or implement the Scope of Work mentioned in this tender document, 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 Bidder whose bid has been accepted and awarded Letter of Intent for a specific item followed by the signing of Contract.

3.8 "Contract Rate" means the rate of return/profit payable to the Purchaser under the Contract for the full and proper performance of its contractual obligations.

3.9 "Contract Value" means that portion of the Contract Rate 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 "Day" means calendar day.

3.11 "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.

3.12 “In writing” means communicated in written form e.g., by registered mail, e-mail / fax (followed by a formal registered mail), delivered with proof of receipt.

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

3.14 “Tender Document” means Request for Proposals, including any amendments to this tender document that may be made by the procuring agency for the selection of bidder.

3.15 “Proposal” means the Technical Proposal and the Financial Proposal for the provision of the Services submitted by a bidder in response to this Tender Document.

3.16 "Prescribed" means prescribed in the Tender Document.

3.17 "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.

3.18 “Services” means the tasks to be performed by the bidder pursuant to the Contract made in accordance with the listed scope under Clause 6 / Annexure-A.

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

3.20 “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

The required scope of work & specifications is given in **Annexure-A**.

7. **Tender Eligibility/Qualification Criteria**

7.1 Eligible Bidder is a Bidder who:

7.1.1 Has submitted bid for complete set of requirement vide this Tender Document; Non-compliance of the same shall cause rejection of the bid;

7.1.2 Has not been blacklisted by State Bank of Pakistan (Submission of undertaking), failing which will cause rejection of the bid;

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

7.1.4 Services can only be supplied / sourced / routed from "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.

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

8. Tender Cost

The Bidder 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 ventures / Consortiums are not eligible for this tender.

10. Examination of the Tender Document

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

11. 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 in writing. The clarification and its replies will be shared with all prospective bidders.

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

12. Amendment of the Tender Document

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

12.2 The Purchaser shall notify the amendment(s) in writing to the prospective Bidders as per Rule-25(4) of 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-29 of Punjab Procurement Rules, 2014.

13. Preparation / Submission of Tender

13.1 The Bidder's proposal must cover complete set of requirements vide this Tender Document.

13.2 The Tender and all documents relating to the Tender, 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 Tender.

13.3 The Tender 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 contains various set(s) of documents the same must be properly numbered and tagged in binding shape

13.4 The Tender shall be in two parts i.e., the technical proposal and the financial proposal. Each proposal shall be in two sets i.e., the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.

13.5 Technical Proposal shall comprise the following, **without quoting the rate of return/profit**:

- 13.5.1 Technical Proposal Form (**Annexure-B**)
- 13.5.2 Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) and Affidavit (Integrity Pact) (**Annexure-G&H**)
- 13.5.3 Covering letter duly signed and stamped by authorized representative. (**Annexure-E**)
- 13.5.4 Evidence of eligibility of the Bidder and the Services.
- 13.5.5 Evidence of conformity of the Services to the Tender Document
- 13.5.6 Technical Brochures / Literature (If any)
- 13.5.7 Submission of undertaking that the firm is not blacklisted by State Bank of Pakistan.
- 13.5.8 Power of Attorney, if an authorized representative is appointed (**Annexure-F**)

13.6 The Financial Proposal shall comprise the following:

- 13.6.1 Financial Proposal Form **(Annexure-C)**
- 13.6.2 Financial Proposal (**Annexure-D**)

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

Original Technical Tender for
Tender Name. [Name of Tender]
Tender No. XXXXXX

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

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

13.8 The Bidder shall seal the Duplicate Technical Tender in an envelope duly marked as under:

Duplicate Technical Proposal for
Tender Name. [Name of Tender]
Tender No. XXXXXX

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

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

13.9 The Bidder shall follow the same process for the Financial Tender.

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

Original Tender for
Tender Name. [Name of Tender]
Tender No. XXXXXX
Strictly Confidential

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

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

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

Duplicate Tender for
Tender Name. [Name of Tender]
Tender No. XXXXXX
Strictly Confidential

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

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

13.12 The Bidder may enclose soft copies of the Technical Proposal, including all Forms, Annexes, Schedules, Documents, Brochures, Literature, etc., in the form of PDF 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 **1200 hours** on last date of submission of proposal. No late bid shall be accepted.

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, letters, forms and all relevant documents as part of the proposal submitted by the Bidder.

14. Tender Rate of Return / Profit

14.1 The quoted rate of return/profit 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 net of all taxes, duties, levies, insurance, etc.;

14.2 If not specifically mentioned in the bid(s), it shall be presumed that the quoted rate of return/profit is as per the above requirements.

15. 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 Bidder's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing.

16. Modification / Withdrawal of the Tender

16.1 The Bidder 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. Opening of the Tender

17.1 Tenders (Technical Proposal) shall be opened at **1230 hours** on the last date of submission of proposal i.e., **25 October, 2021,** 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 submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the proposal shall be the next working day.

17.2 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.

17.3 No Bidder 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.

18. 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 Bidder(s). No change in the rate of return 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.

19. Determination of Responsiveness of the Bid (Tender)

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

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

19.1.2 meets the Technical Specifications for the Services;

19.1.3 offers fixed rate of return/profit quotations for the Services (where applicable), whereby no optional offer / bid or rate of return is allowed;

19.1.4 The original receipt of tender fee submitted, attached with technical bid envelope;

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

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

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

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

20. Correction of errors / Amendment of Tender

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

20.1.1 If there is a discrepancy between the amount in figures and the amount in words for the Total Tender rate of return/profit entered in the Tender Form, the amount which tallies with the Total Tender rate of return/profit entered in the Rate of Return/Profit Schedule, shall govern.

20.1.2 if there is a discrepancy between the unit rate and the total rate entered in the Rate of Return/Profit Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted

shall govern and the total rate shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total rate as quoted shall govern and the unit rate shall be corrected.

20.1.3 If there is a discrepancy in the actual sum of the itemized total rates and the total tender rate quoted in the Rate of Return/Profit Schedule, the actual sum of the itemized total rates shall govern.

20.2 The Tender rate of return/profit as determined after arithmetic corrections shall be termed as the Corrected Total Tender Rate of Return/Profit which shall be binding upon the Bidder.

20.3 Adjustment shall be based on corrected Tender Rates. The rate determined after making such adjustments shall be termed as Evaluated Total Tender Rate of Return/Profit.

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

21. TECHNICAL EVALUATION CRITERIA

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

Category	Description	Requirement
Legal (Mandatory)	i. Holder of License/approval from State Bank of Pakistan for Commercial/Islamic Banking Company.	Required
	ii. Certificate / Letter Head signed by the authorized person as Proof	Required
	iii. "AAA credit rating" for Banks as "Entity in long term" and Outlook as "Stable" issued by any CRC in Pakistan (Latest Only)	Required
	iv. Must have digital banking channels including ATMs, Payment cards (both Credit and Debit card), real-time online branches (RTOBs), mobile and internet banking.	Required
	v. Complete waiver of Annual Membership fee to PITB for service of settlement account	Required
	vi. Complete waiver of One time Merchant Setup fee to PITB	Required
	vii. The bidder has to arrange a demo session (Video or Live as & when required by PITB) about the portal and also submit architectural/process flow diagram	Required
	viii. Portal Minimum requirement ✓ Dashboard ✓ Single and bulk file uploading mechanism ✓ Customized Reporting	Required
Experience	i. Provision of Existing Client List of settlement accounts maintained at the bidder bank	If any
	ii. Proof of agreement with Govt. organization	If any

Note:

i. Verifiable documentary proof for all above requirements are required and proposals will be evaluated on the basis of these verifiable proofs. Bidder must include checklist for above requirements in their bid.

ii. The result of the technical evaluation will be announced at least one (01) day before the opening of financial 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, no grievance petition would be entertained concerning the technical qualification / disqualification of the bidder. The objection after the opening of the financial bid would remain restricted to the financial bid only.

22. FINANCIAL PROPOSAL EVALUATION

22.1 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.

22.2 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The rate of return/profit evaluation will be net of 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.

22.2.1 In cases of discrepancy between the rate of return/profit quoted in Words and in Figures, the higher of the two will be considered.

22.2.2 In evaluation of the rate of services which are subject to income tax or any other tax or duty levied by the Government, the rate of return/profit will be determined and considered exclusive of such duties and taxes.

22.3 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.

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 rates or other terms and conditions, at the time of order placement. The Purchaser may reject all proposal 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 proposal 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 proposal, 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, documents / by other than specified mode; or

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

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

23.2.5 the Bidder refuses to accept the corrected Total Tender Rate of Return/Price; or

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

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

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

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

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

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

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

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

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

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

23.2.16 If the rate of return/profit quoted by vender is not workable etc.

24. Award Criteria

24.1 At first step, eligible bidder(s) as per clause-7 (Tender Eligibility) of this tender document fulfilling the qualification and technical evaluation criteria will stand technically qualified.

24.2 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 highest rate of return/profit quoted as per rules and fulfilling all codal formalities, irrespective of their score in the previous step.

25. 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 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.

26. Redressal of grievances by the procuring agency

26.1 The Purchaser has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

26.2 Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.

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

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

26.5 Any bidder not satisfied with the decision of the committee of the Purchaser may lodge an appeal in the relevant court of jurisdiction.

(SAMPLE)

Partner Bank Settlement Account AGREEMENT

This Agreement ("**Agreement**") is made and entered into on _____, 2021:

By and between

Punjab Information Technology Board, an autonomous body set by Government of the Punjab, (hereinafter referred to as the "PITB" of the **First Part**) headed by Chairman PITB, provides the foundation for Punjab's innovation economy. PITB shall, where the context so admits, mean and include its successors-in-interest, nominee, legal representatives, administrators, and permitted assigns. PITB is committed to effectively and efficiently provide IT services and infrastructure to the government and local and international businesses having its office at 11th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore;

And

Partner Bank Ltd, a banking company being holder of license from State Bank of Pakistan for banking services in Pakistan, having its registered office _____, Pakistan., (hereinafter referred to as "**Partner Bank**", which expression shall include its successors in interests and assigns) of the Second Part;

The parties above stated are hereinafter also referred to individually as "**Party**" and collectively as the "**Parties**".

Now, therefore this Agreement Witnessed and it is agreed by and between the Parties as follows:

ARTICLE 1 Definitions and Interpretations

"PITB Account" means PITB's bank accounts maintained with partner Bank Limited, where all type funds collection will land/submit.
"**Business Days**" Working days announced by State Bank of Pakistan (SBP) where banks in Pakistan are open for general banking business;
"**Partner Bank**" means the bank which has contracted with PITB for the purposes of carrying out Banking Transactions i.e. Credit/Debit & Settlement of funds.
"Net-Off Report for Daily Adjustments" means the daily reports showing inter-bank net-off position of PITB bank Account in respect of previous day's adjustment made by partnered bank.
"Partner Authority/Entity(ies)" means authorities, companies, institutes, entities who will avail PayZen facilities for collection/disbursement of funds.
"**Levy**" type of receipt/payment of authority/entity/client availing PayZen facility.
"SBP – BSC" State Bank of Pakistan – Banking Service Corporation
"**Proceeds/Funds**" collection of amount received in partner account
"**1Link Bulk IBFT"** means the contractual and technical network established by 1LINK for the enablement of Bulk IBFT Transactions. This includes the latest versions of the Application Programming Interface ("API") namely Bulk IBFT REST, Bulk IBFT SOAP and OAuth
"1link member bank(s)/Switch Participants" means a legal banking entity that has entered into legally binding agreement with 1link for processing of their services e.g. BPS, IBFT, etc.
"PayZen" means a system developed/maintained by PITB with an aim to facilitate individual/entities/authorities with regards to fintech services.
"Stakeholder" means parties, authority or entities engaged in a particular activity/transactions i.e. PITB, Partner Bank, 1Link & Partner Authority/Entity(ies).

ARTICLE 2 Notices

Method of giving notices

2.1 Any notice or other communication under this Agreement shall be in the English language in writing, signed by or on behalf of the person giving it, addressed to the person to whom it is to be given and transmitted by registered mail/courier service.

Address for notices

2.2 For the purposes of giving notice under this agreement, the Parties For the purposes of giving notice under this agreement and contact details shall be as follows:

Punjab Information Technology Board - PITB
Address: 11th Floor, IT Operations Department, Arfa Karim Towers, Lahore, Pakistan.
Phone No.
Fax No:
Email:
Attention: Head of Operations

Partner Bank Ltd (Please Add Below detail)
Address:
Phone No:
Fax No:
Email:
Attention:

ARTICLE 3 Term and Termination

3.1 The initial term of this Agreement shall be one year, starting from the date of signing hereof (the "**Initial Term**"). Thereafter, the Agreement shall automatically stand renewed for successive periods of further two (02) years and beyond unless any of the party wants to leave this agreement with mutual consent.

3.2 Either Party may terminate this Agreement by giving 90 days' prior written notice to the other Party.

3.3 Where a Party breaches this Agreement and does not cure said breach within 30 days of the written notice of said breach by the non-defaulting Party, the non-defaulting party may terminate this Agreement by giving one week's prior written notice to the defaulting Party.

3.4 This Agreement shall terminate on the earlier of:

(a) the date upon which the Parties mutually agree in writing to terminate this Agreement;

(b) the expiry of 90 days following the submission of written notice to terminate the Agreement by either Party in accordance with [Article 3.2] above;

(c) the submission, by the non-defaulting party, of one week's prior written notice to terminate the Agreement following a breach, in accordance with [Article 3.3] above.

3.5 Any termination of this Agreement shall not affect any right of either Party that has accrued prior to termination.

3.6 Immature termination or termination without prior intimation will lead the culprit party to bear a 30% of loss of the last 90 days' average revenue.

ARTICLE 4 Confidentiality

4.1 Each Party agrees not to use the data held on its computers concerning the other Party, and/or the other Party's Switch Participants and/or the other Party's Switch Participants' Customers ("**Confidential Information**") directly or indirectly for any purpose other than facilitating Bank standard procedures in accordance with this Agreement.

4.2 Each Party agrees not to report, sell or make available any Confidential Information to any third party other than the State Bank of Pakistan for the purposes of facilitating bank audits in accordance with this Agreement.

4.3 If required by any law enforcement agency or regulator, each party has to show documentary evidence for the same to provide information within stipulated period with prior consent of the other party if information is to be disclosed under law.

4.4 All material, literature and documents provided by each Party to the other Parties or any of them shall be returned along with any copies thereof at the time of termination of the Agreement in such manner as the disclosing Party specifies.

4.5 Each Party shall adequately indemnify the other, for any breach committed hereof and/or disclosure of any Confidential Information made by its staff.

ARTICLE 5 AGREEMENT OVERVIEW

This service level agreement enumerates the service standards for credit/debit of proceeds of daily payment collection/disbursement in account maintained with Partner Bank i.e. PITB settlement account. The payment to authority/entities shall be made as per instructions sent by PITB to Partner Bank.

ARTICLE 6 STAKEHOLDERS

Punjab Information Technology Board (PITB) and Partner Bank will be primary stakeholders of this Service Level Agreement.

- Primary Stakeholders" means PITB and Partner Bank
- Secondary Stakeholders" means 1link and Partner Authority/Entity(ies)

ARTICLE 7 SCOPE OF WORK

Following services are covered under this SLA:

7.1 PITB partnered entities will initiate transfer of funds to their users according to their business needs via PayZen.

7.2 PayZen will mark entries accordingly via 1link bulk IBFT services for transfer of funds to 1link system.

7.3 1Link will send debit invoice to PITB partner bank for debiting of funds

7.4 After debit of funds 1Link will send credit invoice to the list of beneficiaries as updated in PayZen.

7.5 1link will receive each transactions status from 1link member banks and accordingly update in PayZen against each beneficiaries list updated at the time initiation.

7.6 Once transactions are completed end to end a confirmation will be sent by 1link to PITB partner bank and PayZen with complete transactions details.

7.7 Partner bank has to make amendments/developments in their dashboard portal as per PITB requirements before initiation of operations.

7.8 PITB will share electronic scroll for accounts and the amounts to be settled in authority/entity account on agreed cutover day/time with partner bank to move funds into authority/entity accounts maintained at 1link member banks. (refer to Annexure II)

ARTICLE 8 DISPUTE RESOLUTION

8.1 In case of any amount credited to PITB settlement bank account mistakenly will be reversed after prior approval from PITB.

8.2 In case of any discrepancy in the Net-Off position regarding partner bank settlement account observed by any of the stakeholder, same shall be communicated to the authorized contact personnel of other stake holder for necessary action and rectification.

8.3 Each stakeholder will be equally responsible for any dispute arises with any 1link member bank for settlement of funds/regarding proceeds of collection.

8.4 Whoever from stakeholder identify the issue will update each relevant stake holder proactively via official communication channel.

8.5 Either both or the responsible party at which issue arise will be the owner of the issue resolution in a timely manner and any dispute arise will be resolved with mutual consent when & where required.

8.6 Stake holders will try to resolve the issue within same day business hours. However, if nature of issue allows to engage more time in it, a brief status report will be send by responsible stake holders with approximate time required for resolution.

8.7 If difficulty/conflict of any sort arises at any stage between the Parties, if deemed necessary the matter shall be referred to the arbitrator for arbitration, following the provisions of the Arbitration Act, 1940 (X of 1940) and its decision will be final and binding upon the Parties. Each Party shall bear its own attorney's fees and costs related to the arbitration. The Parties can exercise their undisputed right to institute the case on the matter to the competent court of law, having its jurisdiction in Lahore, Pakistan.

ARTICLE 9 PARTNER BANK PORTAL REQUIREMENTS

9.1 Partner bank portal must have the roles wise accessibility e.g. only designated personnel will be able to check settlement account balance and details.

9.2 Settlement account balance availability on click away

9.2 Account statement with from & to date

9.3 Earning statement with from & to date

9.4 Front end file uploading module available in dashboard for processing of payments from PayZen settlement account.

9.5 Customized Reporting as per PITB requirements

ARTICLE 10 ROLES & RESPONSIBILITIES

S.NO	ACTIVITY	RESPONSIBILITY
1	Sharing of payment instructions as per Annexure – I to authorized contact person(s) of partner Bank via their registered email addresses.	PITB
2	Sharing of transaction wise breakup of total payable amount via "Daily Debit Adjustment" sheet processed in daily course of clearing with PITB as per Annexure – II.	Partner Bank Operations
3	Credit to levies account(s) as per instructions received by PITB on Annexure – I	Partner Bank Operations
4	Confirmation to PITB for successful disbursement of funds in PITB Settlement account via email.	Partner Bank Operations

ARTICLE 11 INDEMNITY

Both Parties shall indemnify its officers, employees and advisors harmless against costs, expenses, charges, and any other amounts claimed or adjudged to be payable as a consequence of any of the breaching its covenants under this Agreement.

ARTICLE 12 ASSIGNMENT

The provisions of this Agreement shall be binding upon and inure for the benefit of the respective permitted assigns and successors in title of the Parties and their personal representatives, heirs and permitted assigns. Neither Party may assign this Agreement or any of its rights, benefits or obligations under this Agreement without the prior written consent of the other.

ARTICLE 13 WAIVERS

No express or implied waiver of any event of default by either Party shall constitute a waiver of any other event of default, nor shall non-exercise of any remedy hereunder by any party constitute a waiver of its right to exercise any other remedy hereunder.

ARTICLE 14 AGREEMENT IN COUNTERPARTS

This Agreement is executed in two counterparts, each of which when so executed and delivered shall be an original but all of which shall constitute one and the same Agreement.

ARTICLE 15 ENTIRE AGREEMENT

Unless stated otherwise in this Agreement, all existing agreements, procedures and practices shall remain in effect until revised as provided for herein below.

ARTICLE 16 AMENDMENTS AND WAIVERS

Any amendment or waiver of, or any consent given under, any provision of this Agreement shall be in writing and, in the case of an amendment, signed by the Parties.

ARTICLE 17 INVALIDITY AND SEVERABILITY

The provisions contained in each Article and sub-Article of this Agreement shall be enforceable independently of each of the others and its validity shall not be affected if any of the others is invalid. If any of those provisions is void but would be valid if some part of the provision were deleted, the provision in question shall apply with such modification as may be necessary to make it valid.

ARTICLE 18 GOVERNING LAW

All questions with respect to the interpretation, effect and validity of this Agreement and the rights and obligation of the Parties hereto shall be governed by the laws of Pakistan and courts of competent jurisdiction in Lahore shall have exclusive jurisdiction to entertain disputes between the Parties hereto.

ARTICLE 19 FINANCIALS

Rate of Return/profit to be quoted in terms of basis points in relation to latest monetary policy rate notified by SBP on balance amount available in account, net of all settlement charges.

ARTICLE 20 EXECUTION SCHEDULE

The Partner Bank will start implementing the Scope of Work after 08 weeks of Signing the Agreement.

SIGNATURES

In Witness Whereof this Agreement has been entered into by the Parties on the date first above written.

For and on behalf of **Punjab Information Technology Board - PITB**

AUTHORIZED SIGNATORY

Signature _____

Name _____

Designation _____

CNIC No. _____

In presence of signature of witnesses

WITNESS NO.1

Signature _____

Name _____

Designation _____

CNIC No. _____

WITNESS NO.2

Signature _____

Name _____

Designation _____

CNIC No. _____

For and on behalf of **Partner Bank**

AUTHORIZED SIGNATORY

Signature _____

Name _____

Designation _____

CNIC No. _____

In presence of signature of witnesses

WITNESS NO.1

Signature _____

Name _____

Designation _____

CNIC No. _____

WITNESS NO.2

Signature _____

Name _____

Designation _____

CNIC No. _____

ANNEXURE-A

SCOPE OF WORK

PayZen idea was conceived to capture autonomous authorities'/entities receipts payment and disbursements. Currently there is a huge gap available in the market for such kind of receipts and disbursements as business are still following conventional lengthy procedures. PayZen can be a benchmark for entire market if we get this product live in a timely manner and it will be the first ever government payment aggregator for all Commercial receipts i.e. autonomous authorities/entities.

Scope of work will be as follows:

- PITB partnered entities will initiate transfer of funds to their users according to their business needs via PayZen.
- PayZen will mark entries accordingly via 1link bulk IBFT services for transfer of funds to 1link system.
- 1Link will send debit invoice to PITB partner bank
- After debit of funds 1Link with send credit invoice to the list of beneficiaries as updated in PayZen.
- 1link will receive each transactions status from 1link member banks and accordingly update in PayZen against each beneficiaries list updated at the time initiation.
- Once transactions are completed end to end a confirmation will be send to PayZen by 1link with complete transactions status detail.
- Partner bank has to make amendments/developments in their dashboard portal as per PITB requirements before initiation of operations.
- PITB will share accounts and the amounts to be settled in authority/entity account on agreed cutover day/time with partner bank to move funds into authority/entity accounts maintained at 1link member banks.

TECHNICAL REQUIREMENTS

Dashboard/Portal Requirements

- Partner bank portal must have the roles wise accessibility e.g. only designated personnel will be able to check settlement account balance and details.
- Settlement account balance availability on click away
- Account statement with from & to date
- Earning statement with from & to date
- Front end file uploading module available in dashboard for processing of payments from PayZen settlement account.
- Customized Reporting as per PITB requirements

Earning Statement

EARNING DATE	EARNING CREDIT DATE	EARNING AMOUNT	ACCOUNT NUMBER	PREVIOUS BALANCE	RUNNING BALANCE

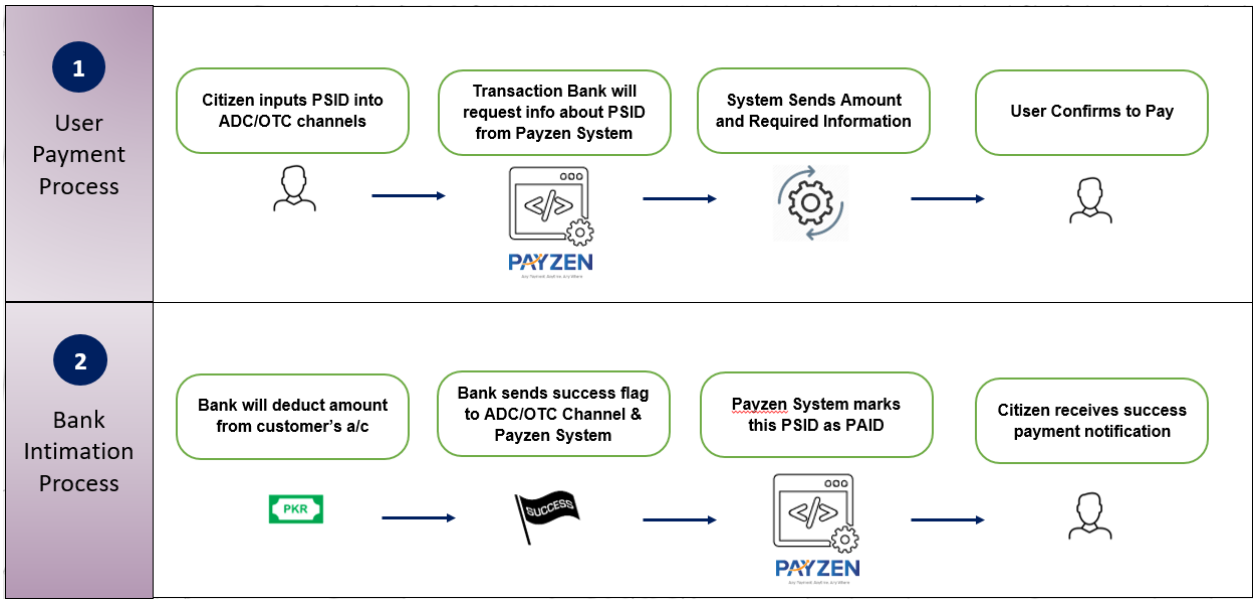
Earning Date : Date on which earning actually happen
Earning Credit Date : Date on which earning credited to PITB account
Earning Amount : Earning amount credited to PITB account
Account Number : Complete Account Number of PITB
Previous Balance : Earning total balance before credit
Running Balance : Earning total balance after credit

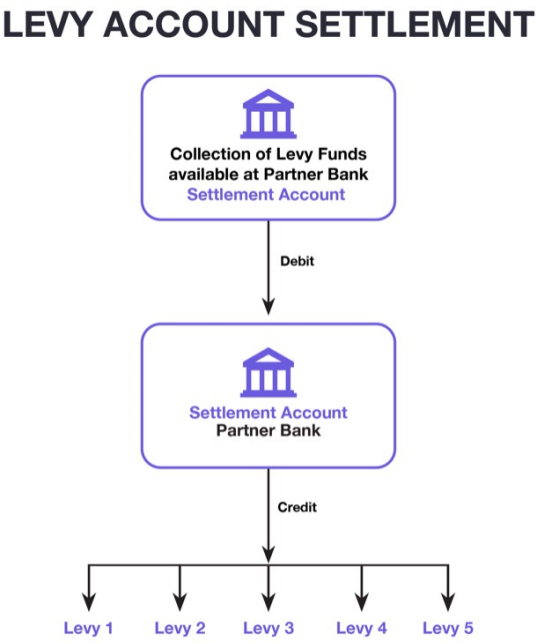
Account Statement

TRANSACTION DATE	TRANSACTION AMOUNT	DEBIT ACCOUNT	CREDIT ACCOUNT	CREDIT AMOUNT	MASTER DEBIT AMOUNT	RUNNING BALANCE

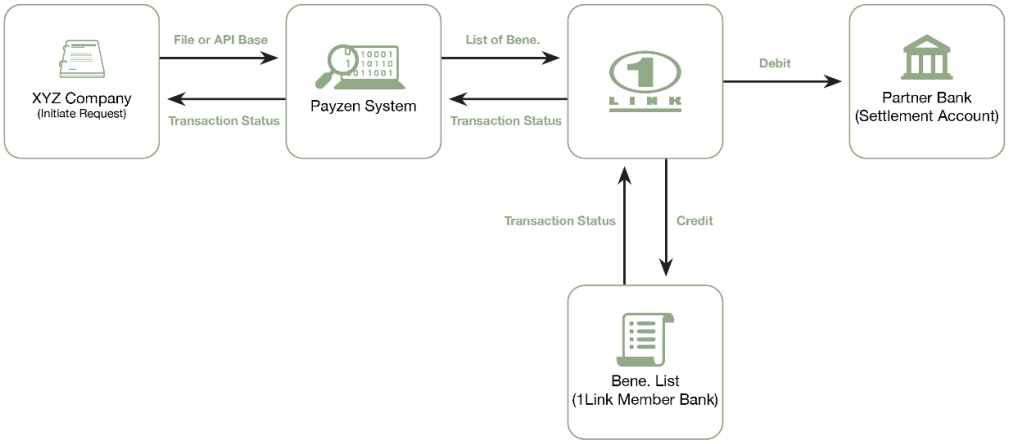
Transaction Date : Date on which transaction performed
Transaction Amount : Debit Amount of the transaction
Debit Account : PITB account debited for the transaction
Credit Account : Authority/Entity/Levy Account Credited
Credit Amount : Amount credited to Authority/Entity/Levy Account
Master Debit Amount : Amount to be credited against list of beneficiaries
Running Balance : Account balance after each transaction

User Flow

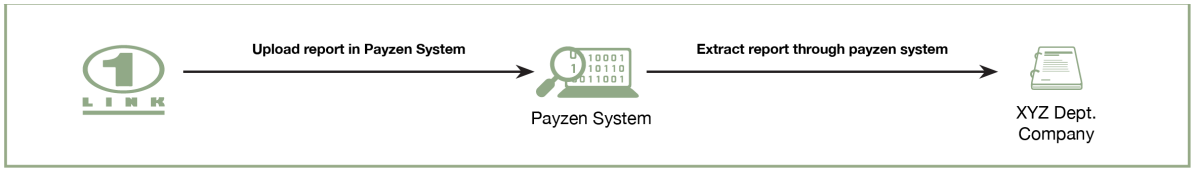

1
User Payment Process
Citizen inputs PSID into ADC/OTC channels
Transaction Bank will request info about PSID from Payzen System
System Sends Amount and Required Information
User Confirms to Pay
PAYZEN
2
Bank Intimation Process
Bank will deduct amount from customer's a/c
Bank sends success flag to ADC/OTC Channel & Payzen System
Payzen System marks this PSID as PAID
Citizen receives success payment notification
PKR
SUCCESS
PAYZEN


LEVY ACCOUNT SETTLEMENT
Collection of Levy Funds available at Partner Bank Settlement Account
Debit
Settlement Account Partner Bank
Credit
Levy 1
Levy 2
Levy 3
Levy 4
Levy 5

DISBURSEMENT PROCESS



Reporting



ANNEXURE-B

TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To

(Name and address of Client / Purchaser)

Dear Sir,

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

We understand you are not bound to accept any 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 ENVELOPE)

[Location, Date]

To

(Name and address of Client / Purchaser)

Dear Sir,

We, the undersigned, offer to provide the (insert title of assignment) in accordance with your Request for Proposal/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., before the date indicated in (insert clause No.) of the Proposal Data Sheet.

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

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

Yours sincerely,

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

ANNEXURE-D

Financial Proposal

Partnered Settlement Bank Services

Description	Rate of Return / Profit
Settlement Bank Services (With the mentioned scope)	

NOTES:

1) The bidder with the highest rate of return/profit will be awarded the contract.
2) All government notified fees; charges (if any), incurred to offer the aforementioned services shall be transferred as per actual to the Tax Payer/Citizen after prior approval from the Purchaser.
3) Rate of Return/profit to be quoted in terms of basis points in relation to latest monetary policy rate notified by SBP on balance amount available in account, net of all settlement charges.

Rate of Return/Profit (in words) Percentage _____
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 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 items / Services on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.

b) We undertake, if our proposal is accepted, to provide the 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-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 proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

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

Dated this _____ day of _____ 20__

For _____

(Signature)
(Name, Designation and Address)
Accepted

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

ANNEXURE-G

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

_____
In the capacity of

Duly authorized to sign proposal for and on behalf of:

ANNEXURE-H

AFFIDAVIT
(To be submitted on legal stamp paper)

(INTEGRITY PACT)

We (Name of the bidder / supplier / service provider) 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.

[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. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Purchaser under any law, contract or other instrument, be voidable at the option of the Purchaser.

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

_____
Signature & Stamp

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

_____ Notary Public

ANNEXURE-I

CASH DEPOSIT SLIP

For Punjab Information Technology Board, Lahore

No.

Date:

Deposited in:

Bank's Copy

The Bank of Punjab, ASTP Branch (0320) ASTP, Lahore. **A/C #** **CPA 260-1**

Applicant Information:

Company Name:

Tender No. & Tender Title:

Transaction Detail:

Amount In Figures: Rs. 1,000/- In Words: Rupees one thousand only

CASH DEPOSIT SLIP

For Punjab Information Technology Board, Lahore

No.

Date:

Deposited in:

PITB's Copy

The Bank of Punjab, ASTP Branch (0320) ASTP, Lahore. **A/C #** **CPA 260-1**

Applicant Information:

Company Name:

Tender No. & Tender Title:

Transaction Detail:

Amount In Figures: Rs. 1,000/- In Words: Rupees one thousand only

CASH DEPOSIT SLIP

For Punjab Information Technology Board, Lahore

No.

Date:

Deposited in:

Customers's Copy

The Bank of Punjab, ASTP Branch (0320) ASTP, Lahore. **A/C #** **CPA 260-1**

Applicant Information:

Company Name:

Tender No. & Tender Title:

Transaction Detail:

Amount In Figures: Rs. 1,000/- In Words: Rupees one thousand only