PUNJAB INFORMATION TECHNOLOGY BOARD

INVITATION TO BID

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

Tender No. 1 (Hardware / IT Equipment and Softwares for PITB's Various Projects (IT Operations-III)):

Lot #	Description	Estimated Cost	Bid Security (2%)
1	Laptop and desktop computers	14,829,000/-	296,580/-
2	Networking	12,000,000/-	240,000/-
3	Biometric enabled tablets	26,865,000/-	537,300/-
4	Android Based Biometric Reader for Attendance	5,520,000/-	110,400/-
5	UPS	1,490,000/-	29,800/-
6	Scanners	9,340,000/-	186,800/-
7	Printers	2,368,000/-	47,360/-
8	Softwares and licenses	10,000,000/-	200,000/-
9	Air Conditioners	1,680,000/-	33,600/-
10	Palm print readers	3,000,000/-	60,000/-

Tender No. 2 (Recruitment Process Outsourcing Services For Multiple Projects of PITB under Framework Contract. The selected contractor will work with Human Resource Wing to achieve PITB's Talent Acquisition goals within given frame work):

Lot #	Description	Estimated Cost	Bid Security (2%)
1	Recruitment Process Outsourcing (RPO) – Senior Management	2,600,000/-	52,000/-
2	Recruitment Process Outsourcing (RPO) – Middle Management & Support Staff	8,400,000/-	168,000/-

Tender No. 3 (Hardware / IT Equipment and Furniture for PITB's Various Projects (IT Operations-IV)):

Lot #	Description	Estimated Cost	Bid Security (2%)
1	Photocopier, fax machine and drives	433,000/-	8,660/-
2	LEDs	680,000/-	13,600/-
3	Laptop and tablets	2,135,000/-	42,700/-
4	LEDs for Que display	352,000/-	7,040/-
5	Furniture	1,012,000/-	20,240/-
6	Softwares and licenses	1,502,466/-	30,049/-
7	Storage	403,500/-	8,070/-
8	Thermal printers and barcode scanners	252,000/-	5,040/-
9	Printers	5,520,000/-	110,400/-
10	Laptops	1,800,000/-	36,000/-

Tender No. 4 (Hardware / IT Equipment and Furniture for the project titled "Streamlining and Strengthening of Web Presence Wing of PITB):

Lot #	Description	Estimated Cost	Bid Security (2%)
1	Laptops	3,220,000/-	64,400/-
2	Printers & external hard drives	304,750/-	6,095/-
3	Mobiles and tablet	353,500/-	7,070/-
4	IP phones	250,000/-	5,000/-
5	Networking	575,000/-	11,500/-
6	Furniture	680,000/-	13,600/-

Tender No. 5 (Food & Catering Services for PITB and It's Various Projects under Framework Contract):

Lot #	Description	Estimated Cost	Bid Security (2%)
1	Buffet	906,000/-	18,120/-
2	High Tea	626,500/-	12,530/-
3	Catering Services	1,916,000/-	38,320/-

Tender No. 6 (Printed Items for PITB and It's Various Projects under Framework Contract):

Sr. #	Description	Estimated Cost	Bid Security (2%)
1	Printed Items	5,466,500/-	109,330/-

2. The procurement shall be completed in accordance with the Punjab Procurement Rules 2014, on Single Stage - Two Envelope Bidding Procedure.
3. The tender documents are available in the office of the undersigned & the same may be obtained subject to the payment of cost of printing and provision of the document which is Rs. 1000/-. Tender Documents are also available at www.pitb.gov.pk and www.ppra.punjab.gov.pk and may be downloaded free of cost.
4. A single package containing Technical and Financial separate Bids, duly completed, signed, stamped, sealed and in complete conformity with Tender Document should be dropped, in the Tender Box, placed at Reception of the PITB office, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, as per given below schedule:
   a. Bids against tenders mentioned at **(1 & 2)** must be submitted till **1200 hours** and shall be opened at 1230 hours on last date of submission i.e. **14th December, 2020.**
   b. Bids against tenders mentioned at **(3 & 4)** must be submitted till **1500 hours** and shall be opened at 1530 hours on last date of submission i.e. **14th December, 2020.**
   c. Bids against tenders mentioned at **(5 & 6)** must be submitted till **1200 hours** and shall be opened at 1230 hours on last date of submission i.e. **15th December, 2020.**
5. Bids which are incomplete, not sealed, not signed and stamped, late or submitted by other than specified mode will not be considered.
6. Income/Sales tax registration certificate and other documents as mentioned in Tender 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.

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

(IPL-10015)

Tender Document

Tender No. 125112020-1

RECRUITMENT PROCESS OUTSOURCING SERVICES FOR MULTIPLE PROJECTS OF PITB UNDER FRAMEWORK CONTRACT

Punjab Information Technology Board (PITB)

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

346-B, Ferozepur Road, Lahore, Pakistan

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

URL: www.pitb.gov.pk

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Important Note:

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

Applicability of Punjab Procurement Rules, 2014

This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.

1. Invitation to Bid

1.1 PPRA Rules to be followed

Punjab Procurement Rules, 2014 will be strictly followed. These may be obtained from PPRA's website.

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 price and shall reject any proposal which does not conform to the specified requirements;

(v) during the technical evaluation no amendments in the technical proposal shall be permitted;

(vi) after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at the time, date and venue announced and communicated to the bidders in advance, within the bid validity period;

(vii) the financial proposal of the bids 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 lowest evaluated bidder shall be awarded the contract.

2. Bidding Details (Instructions to Bidders)

All bids must be accompanied by Bid Security (Earnest Money) as part of Financial bid and as per provisions of the clause "Bid Security" of this document in favor of **"Punjab Information Technology Board"**. The complete bids as per required under this tender document must be delivered into the Tender Box, placed at reception of Punjab Information Technology Board, not later than 1200 hours on last date of submission of bids i.e. **14th December, 2020**, late bids shall not be considered. The Technical bids shall be publicly opened in the Committee Room of Punjab Information Technology Board, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, at 1230 hours on **14th December, 2020.** In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the services must be received in writing to the Purchaser till **30th November, 2020.** 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 session at **12:00-PM** on **2nd December, 2020**, at PITB premises (13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore).

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

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

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

Mairaj Nadeem
Senior Manager HR
Cell#: 0302 8499329
Email: mairaj.nadeem@pitb.gov.pk
11th Floor, Arfa Software Technology Park, 346-B,
Main Ferozepur Road, Lahore, Pakistan.

Secondary Contact

Farhan Akbar
Assistant Director HR
Email: f.akber@pitb.gov.pk
11th Floor, Arfa Software Technology Park, 346-B,
Main Ferozepur Road, Lahore, Pakistan.

M. Jahanzaib Khan
Assistant Director (Development and 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 and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing (e-mail or letters) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

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

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

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

TERMS AND CONDITIONS OF THE TENDER

3. Definitions

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

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

3.2 “Availability and Reliability” means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.

3.3 "Client" means the Project lead of technical wing of the Purchaser for whose’ particular project the Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.

3.4 “Bidder” means the interested Firm/Company that may provide or provides the services required under clause-6 of 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 Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

3.9 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Services in question.

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

3.13 "Prescribed" means prescribed in the Tender Document.

3.14 "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.

3.15 "Services" means the services provided / required under the clause (6)/ Annexure-A of this document..

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

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

3.18 “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

Scope of services is given in Annexure “A”.

7. Tender Eligibility/Qualification Criteria

Eligible Bidder is a Bidder who:

7.1 has a registered/incorporated company/firm in Pakistan with relevant business experience of last five (05) years, for all lots;

7.2 Has valid Registration of Sales Tax (ST) & National Tax Number (NTN);

7.3 Has submitted bid for complete Lot(s) and relevant bid security against each Lot separately; Non-compliance of the same shall cause rejection of the bid;

7.4 Has not been blacklisted by any of Provincial or Federal Government Department, anywhere in Pakistan (Submission of undertaking) for each lot;

7.5 Conforms to the clause of “Responsiveness of Bid” given herein this tender document.

7.6 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 from which the Services are provided.

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

8. Tender Cost

The 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 venture / consortium is 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 05 (five) calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in writing (e.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 Bidder's as per Punjab Procurement Rules, 2014.

12.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules, 2014.

13. Preparation / Submission of Tender

13.1 The Bidder is allowed to bid for any or all lots separately.

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 price**:

- 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 Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department, anywhere in Pakistan.
- 13.5.7 Valid Registration Certificate for Income Tax & Sales Tax
- 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 Price Schedule (**Annexure-D**)

13.6.3 Bid Security **(Earnest Money),** as per provisions of the clause Bid Security of this document.

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. **125112020-1**

Lot #

[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: [_____]

Tender No. **125112020-1**

Lot #

[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: [_____]

Tender No. **125112020-1**

Lot #

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. **125112020-1**

Lot #

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 MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.

13.13 The Tender shall be dropped in the prescribed Tender Box placed at the Reception of the Purchaser's office, not later than 1200 hours on last date of submission of bids. 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, annexure, copies, certificates, brochures, literature, letters, forms and all relevant documents as part of the bids submitted by the Bidder.

14. Tender Price

14.1 The quoted price shall be:

14.1.1 in Pak Rupees;

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

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

14.1.4 Including all charges up to the delivery point at Punjab Government Office(s) in Punjab (if required).

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

14.3 Where no prices are entered against any item(s), the price of that item shall be deemed be free of charge, and no separate payment shall be made for that item(s).

15. Bid Security (Earnest Money)

15.1 The 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:

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

Lot #	Description	Estimated Cost	Bid Security Amount (2%)
1	Recruitment Process Outsourcing (RPO) – Senior Management	2,600,000/-	52,000/-
2	Recruitment Process Outsourcing (RPO) – Middle Management & Support Staff	8,400,000/-	168,000/-

15.1.2 denominated in Pak Rupees;

15.1.3 separately against each Lot given in this tender document ;

15.1.4 As part of financial bid envelope;

15.1.5 in the form of Bank Guarantee / Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;

15.1.6 Have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.

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

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

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

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

15.3 The Bid security shall be returned to the technically unsuccessful Bidder with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only after the award of the contract. The Bid Security shall be returned to the successful Bidder upon furnishing of the Performance Security.

16. Tender Validity

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

17. Modification / Withdrawal of the Tender

17.1 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.

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

18. Opening of the Tender

18.1 Tenders (Technical Bids) shall be opened at 1230 hours on the last date of submission of bids i.e. **14th December, 2020,** 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 bids shall be the next working day.

18.2 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.

18.3 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.

19. Clarification of the Tender

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

20. Determination of Responsiveness of the Bid (Tender)

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

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

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

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

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

20.1.5 offers fixed price quotations for the Services, whereby no optional offer / bid or price is allowed;

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

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

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

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

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

20.3 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.

21. Correction of errors / Amendment of Tender

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

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

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

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

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

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

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

22. TECHNICAL EVALUATION CRITERIA

PASS MARKS: A technically eligible bidder, based on conditions listed in this document, not meeting the 70% pass marks limit will be rejected in Technical Evaluation, and its sealed/unopened Financial Proposal shall be returned back. All bidders scoring greater than or equal to 70% of the marks will be accepted in technical proposal, and their financial bids will be opened.

PROVISO: Provided that if NONE or ONLY ONE (single) bidder exceeds the 70% pass mark, then the Purchaser SHALL decrease the Pass Mark limit to 50%. In other words, if TWO or more bidders exceed 70%, then the Pass Mark will NOT be decreased to 50%.

If Pass Marks are decreased to 50%, then ALL bidders with scores greater than or equal to 50% shall be considered EQUALLY as approved in the Technical Evaluation, and their Financial Bids shall be opened.

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing. The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities will be rejected.

The Technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria against each lot:

Category	Description	Points
Legal (Mandatory)	Valid Income Tax Registration * Registered for at least last five (05) years	Required
	Valid Sales Tax Registration (Status = Active with relevant Authority)	Required
	Single Undertaking covering following aspects: i. Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department, anywhere in Pakistan. ii. In full compliance of the Execution Schedule and Delivery Period mentioned in tender document. iii. Compliance to the scope of work of services to be procured mentioned vide Annexure-A of this document.	Required
	Experience of managing at least 5 clients of Public Sector and 5 clients of Private Sector of same process for Lot # 1	Required
	Experience of managing at least 10 clients of Public or Private Sector of same process for Lot # 2	Required
	Physical office of the bidder in Pakistan	Required

Lot # 1

Experience	Relevant experience of recruitment of top management positions (Max Points 25)	Less than 5 years	0 Points
		5-10 years	15 Points
		More than 10 years	25 Points
	Relevant experience of recruitment for Public Sector in top management positions (Max Points 25)	Less than 10 recruitments	0 Points
		10-15 recruitments	15 Points
		More than 15 recruitments	25 Points
	Relevant experience of recruitment for IT Sector in top management positions (Max Points 25)	Less than 15 recruitments	0 Points
		15-20 recruitments	15 Points
		More than 20 recruitments	25 Points
	Worth of experience of recruitment of top IT management positions in last five (05) years (Verifiable through relevant Purchase Orders / Contracts) (Max Points 10)	Less than 1.5 Million	0 Points
		1.5 to 2.5 Million	5 Points
		2.6 and above	10 Points
Financial Strength	Worth of Current Assets verifiable from last Audited report. (Max Points 15)	Less than 1.5 Million	0 Points
		1.5 to 2.5 Million	10 Points
		2.6 and above	15 Points

Lot # 2

Experience	Relevant experience of recruitment of middle management positions (Max Points 25)	Less than 5 years	0 Points
		5-10 years	15 Points
		More than 10 years	25 Points

	Relevant experience of recruitment for Public Sector in middle management positions (Max Points 25)	Less than 20 recruitments	0 Points
		20-50 recruitments	15 Points
		More than 50 recruitments	25 Points
	Relevant experience of recruitment for IT Sector in middle management positions (Max Points 25)	Less than 20 recruitments	0 Points
		20-50 recruitments	15 Points
		More than 50 recruitments	25 Points
	Worth of experience of recruitment of middle management positions in last five (05) years (Verifiable through relevant Purchase Orders / Contracts) (Max Points 10)	2 to 3 Million	0 Points
		3.1 to 4 Million	5 Points
		4.1 and above	10 Points
Financial Strength	Worth of Current Assets verifiable from last Audited report. (Max Points 15)	2 to 3 Million	0 Points
		3.1 to 4 Million	10 Points
		4.1 and above	15 Points

Note:

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

23. FINANCIAL PROPOSAL EVALUATION

23.1 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 against each lot shall be allowed to take part in the Financial Proposal(s) opening against their relevant lot(s).

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

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

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

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

23.3 The Purchaser will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder. - 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.

24. Rejection / Acceptance of the Bid

24.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s)/Services without any change in unit prices or other terms and conditions at the time of order placement. The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request, communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Purchaser shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).

24.2 The Tender shall be rejected if it is:

- 24.2.1 substantially non-responsive in a manner prescribed in this tender document clause-20; or
- 24.2.2 submitted in other than prescribed forms, annexes, schedules, documents / by other than specified mode; or
- 24.2.3 incomplete, partial, conditional, alternative, late; or
- 24.2.4 Bid not submitted separately against each Lot and relevant bid security is not submitted against each Lot separately; or
- 24.2.5 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- 24.2.6 the Bidder refuses to accept the corrected Total Tender Price; or
- 24.2.7 the Bidder has conflict of interest with the Purchaser; or
- 24.2.8 the Bidder tries to influence the Tender evaluation / Contract award; or
- 24.2.9 the Bidder engages in corrupt or fraudulent practices in competing for the Contract award;
- 24.2.10 the Bidder fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);
- 24.2.11 the Bidder fails to meet the evaluation criteria requirements (clause-22);
- 24.2.12 the Bidder has been blacklisted by any public or private sector organization;
- 24.2.13 The Bidder has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- 24.2.14 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.
- 24.2.15 The Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.
- 24.2.16 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- 24.2.17 If the rates quoted by vender are not workable or on higher side etc.

25. Award Criteria

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

25.2. At second step, technically qualified and successful bidder(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities against each Lot, irrespective of their score in the previous step.

26. Acceptance Letter

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Purchaser shall issue the Acceptance Letter to the successful 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 against each Lot.

27. Performance Security

27.1 The successful Bidder/The Contractor against each Lot shall furnish Performance Security as under:

- 27.1.1 within twenty-eight (28) days of the receipt of the Intent Letter from the Purchaser;
- 27.1.2 LOT wise performance security (Separate for each LOT, if the bidder is successful for more than one LOT) would be submitted by the Bidder;
- 27.1.3 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;
- 27.1.4 for a sum of PKR 100,000/- against Lot # 1 and PKR 500,000/- against Lot # 2;
- 27.1.5 denominated in Pak Rupees;
- 27.1.6 Have a minimum validity period until the date of expiry of 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.

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

- 27.2.1 If the Contractor commits a default under the Contract;
- 27.2.2 If the Contractor fails to fulfill the obligations under the Contract;
- 27.2.3 If the Contractor violates any of the terms and conditions of the Contract.

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

28. Redressal of grievances by the procuring agency

28.1 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.

28.2 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.

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

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

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

II. General Conditions of Draft Contract

29. Contract

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

30. Framework Contract Duration

The Framework Contract duration is initially for one (1) year and extendable up to next two (2) years, starting from the date of issuance of Letter of Intent (LOI), based on provisioning of satisfactory services by the service provider and approved budgetary provisions of the Purchaser.

31. 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.

32. 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.

33. Standards

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

34. Patent Right

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

35. Execution Schedule

Mentioned in Annex-A.

36. Payment

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

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

36.3 Payment will be made on completion of successful hiring of an individual against vacant position.

The Purchaser shall get verified the details of Services delivered against the invoice from concerned team and Payment shall be made on as per actual basis and as per details given in relevant Letter of Intent / requisition.

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

36.5 Payment against advertisement will be reimbursed as per actual cost of advertisement.

36.6 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.

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

37. Price

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

38. Contract Amendment

38.1 The Purchaser may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.

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

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

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

39. Assignment / Subcontract

39.1 The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.

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

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

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

41. Liquidated Damages

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price against undelivered portion, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the

aggregate, 10% of the Contract Price.

42. Blacklisting

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

43. Forfeiture of Performance Security

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

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.

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

44. 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 Purchaser may allow in writing), after receipt of such notice.

45. Termination for Insolvency

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

46. Termination for Convenience

46.1 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.

46.2 The Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Services, the Purchaser may elect:

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

46.2.2 to cancel the remainder and pay to the Contractor an agreed amount for partially

completed Services, Works and materials / parts previously procured by the Contractor for the purpose of the Contract.

47. Force Majeure

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

47.2 The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.

47.3 If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

47.4 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

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

48. Dispute Resolution

48.1 The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

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

49. Statutes and Regulations

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

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

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

50. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed making queries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

51. Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses. The successful bidder shall provide legal stamp papers of relevant value according to Government rules and regulations for signing of the formal contract.

52. The Client

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

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

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

53. Authorized Representative

53.1 The Purchaser, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

53.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, the Client or the Contractor.

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

53.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

53.5 Notwithstanding Clause 53.2, any failure of the Authorized Representative to disapprove any 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 services - Recruitment Process Outsourcing (RPO) Services for Lot # 1 & 2

A) BACKGROUND

The Punjab Information Technology Board, an autonomous body set by Government of the Punjab, provides the foundation for Punjab's innovation economy. The Board aims at not only modernizing the governance techniques through transparency induced methods but also at increasing the digital literacy of the citizens among many other services. PITB is committed to effectively and efficiently provide IT services and infrastructure to the government and local and international businesses.

As the Province's technology spearhead, PITB is responsible for maintaining the foundational IT infrastructure and system of Punjab i.e. a data center for hosting along with managing official email identities. Our organization has provided systems and solutions that have positively impacted the Health, Education and Law & Order sectors of the province. Moreover, PITB's immense efforts towards better and transparent mobile governance reforms have been acknowledged globally as well, for instance recently the World Bank's President appreciated our mobile governance reforms at the World Bank's Daylight Dialogue' 2014 in Philippines. Additionally, PITB is striving to promote entrepreneurship culture in the country along with capacity building of both professionals (public and private sector) and students from across Pakistan.

PITB has laudably achieved success and has effectively worked towards the aims and objectives under which it was formed.

B) SHORT LISTING CRITERIA FOR HIRING BEING FOLLOWED AT PITB:

Following is the draft criteria and can be changed keeping in view the project / assignment requirements:

Shortlisting Criteria

The following criteria shall be observed for selection against posts in **Level 3 to 5, Level 1 to 2**:

A. Criteria for Posts in Level 3 To 5

Total Marks 100

(i) EDUCATIONAL QUALIFICATION

B. Criteria for Posts in Level 3 To 5

Total Marks 100

(i) Educational Qualification

Maximum Marks 70

a. Where prescribed minimum qualification is Intermediate/equivalent

		A+ Grade	A Grade	B Grade	C Grade	D Grade	E Grade
1.	Intermediate 67%	47	42	38	33	28	23
2.	Matric 33%	23	21	18	16	14	12

b. Where prescribed minimum qualification is Bachelor's degree/equivalent

		1st Div.	2nd Div	3rd Div
1.	Bachelor 50%	35	31	21
2.	Intermediate 33%	23	21	14
3.	Matric 17%	12	11	07

c. Where prescribed minimum qualification is Master's degree/equivalent

		1st Div	2nd Div	3rd Div.
1.	Master 50%	35	32	21
2.	Bachelor 25%	17	16	11
3.	Intermediate 17%	12	11	7
4.	Matric 8%	6	5	3

(ii) Higher Qualification

Maximum Marks 10

Next above the qualification prescribed under the rules:

1.	One stage higher	05
2.	Two stages higher	07
3.	Three stages higher	10

(iii) Experience in the Relevant Field

Maximum Mark 10

a)	One year	05
b)	Two years	07
c)	Three years	10

(iv) Hafiz-e-Quran/Ex-Serviceman

Marks 05

(v) Interview

Maximum Marks 05

C. Criteria for Posts in Level-2 & Above

Total Marks 100

(i) Educational Qualification

Maximum Marks 70

a. Where prescribed minimum qualification is Bachelor's degree/equivalent

		Ist Div.	2nd Div	3rd Div
1.	Bachelor 50%	35	31	21
2.	Intermediate 33%	23	21	14
3.	Matric 17%	12	11	7

b. Where prescribed minimum qualification is Master's degree/equivalent

		1st Div	2nd Div	3rd Div.
1.	Master 50%	35	32	21
2.	Bachelor 25%	17	16	11
3.	Intermediate 17%	12	11	7
4.	Matric 8%	6	5	3

(ii) Higher Qualification in the Relevant Field

Maximum Marks 10

Next above the qualification prescribed under the rules:

1.	One stage higher	05
2.	Two stages higher	07
3.	Three stages higher	10

(iii) Position in the Board/University in the Prescribed Qualification

Maximum Marks 05

1.	1st position	05
2.	2nd position	03
3.	3rd position	02

(iv) Hafiz-e-Quran/Ex-Serviceman

Marks 05

(v) Experience in the Relevant Field

Marks 05

(vi) Interview

Maximum Marks 05

C) JOB TITLES LOT-WISE:

Lot 1: Senior Management (Director General, Director, General Manager, Project Director, Joint Director etc.).

Lot 2: Middle Management & Support Staff (Assistant Manager, Assistant Director, Programme Manager, and Senior Programme Manager, Receptionist / Front Desk Officer, Coordinator, Assistant Programme Officer, Assistant Admin Officer, Assistant Coordinator, Office Assistant, Officer, Programme Officer, Data Entry Operator etc.).

D) OBJECTIVE

The Punjab Information Technology Board (PITB) is soliciting proposals for Recruitment Process Outsourcing Services. The selected contractor will work with Human Resource Wing to achieve PITB's Talent Acquisition goals within given frame work.

E) THE CONTRACTOR

The Company / Firm must have a minimum of five (5) years of experience in Recruitment Process Outsourcing.

F) SERVICES REQUIRED IN TERMS OF RECRUITMENT PROCESS OUTSOURCING (RPO)

The Company / Firm must have team of experts which will conduct the following activities:

1. Request of vacant positions will be shared with the Contractor through an intimation by PITB HR Wing along with job requisition against each position. Within 5 working days of intimation, Contractor will publish the job advertisement in at least two daily National newspapers with a minimum 15 calendar day's response time and same shall be posted on Contractor's job portal.
2. Within 10 working days from last day of application submission, the Contractor will shortlist first batch of at least 5 profiles against one job title. The contractor will provide list of all applicants with the first batch with short summary in prescribed format. The shortlisted candidate must meet the minimum published eligibility criteria against relevant position.
3. Within next 5 working days PITB will interview the shortlisted candidates. If none of the candidate(s) is selected from the first batch by selection committee of PITB, then, Contractor will provide second batch of at least 5 candidates against one job title within next 5 working days and same will be followed till third batch, if none of the candidate(s) is selected from the second batch. In case, no candidate(s) is selected from all three batches, the Contractor will not be paid and position will be re-advertised by the Contractor.

4. Wherever required, the Contractor will conduct pre-interview tests for job titles as per requirement of PITB. Test will be conducted of all eligible applicants. Test will be provided by PITB HR wing. The time duration for conduction of tests and submission of results by the Contractor, will be intimated by the selection committee keeping in view the number of applicants.
5. The Contractor shall not disclose PITB's identity throughout the contract period and shall not use PITB's name or logo for hiring or any other purpose.

G) <u>Payments:</u>

i. The bidder is required to quote percentage of the salary, it would charge against successful hiring of an individual against vacant position.
ii. Payment will be made on completion of successful hiring of an individual against vacant position.
iii. Payment against advertisement will be reimbursed as per actual cost of advertisement.

FORMS & OTHER REQUIRED DOCUMENTS

ANNEXURE-B

Technical Proposal Submission Form

[Location, Date]

To _(Name and address of Purchaser)_

Dear Sir,

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

ANNEXURE-C

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To _(Name and address of Purchaser)_

Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your Request for Proposal No._____ dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of _(insert amount in words and figures)_. This amount is inclusive of all taxes.

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

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

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

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

ANNEXURE D

Price Schedule/ Financial Cost Sheet

Lot # 1

Sr. no.	Description	% of one month salary (incl. all taxes)
1	Senior Management	X

"X" will determine the lowest quote.

Notes:

I. Contract will be awarded on lowest quoted % of one month salary.
II. The bidder is required to quote percentage of the salary, it would charge against successful hiring of an individual against vacant position.
III. Payment will be made on completion of successful hiring of an individual against vacant position.
IV. Payment against advertisement will be reimbursed as per actual cost of advertisement.
V. The Contract duration is initially for one (1) year from the date of issuance of Letter of Intent (LOI) and extendable up to next two (02) years, based on provisioning of satisfactory services by the service provider.
VI. The price quoted must be inclusive of all taxes as per applicable laws.

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.

Price Schedule/ Financial Cost Sheet

Lot # 2

Sr. no.	Description	% of one month salary (incl. all taxes)
1	Middle management	X

"X" will determine the lowest quote.

Notes:

I. Contract will be awarded on lowest quoted % of one month salary.

II. The bidder is required to quote percentage of the salary, it would charge against successful hiring of an individual against vacant position.

III. Payment will be made on completion of successful hiring of an individual against vacant position.

IV. Payment against advertisement will be reimbursed as per actual cost of advertisement.

V. The Contract duration is initially for one (1) year from the date of issuance of Letter of Intent (LOI) and extendable up to next two (02) years, based on provisioning of satisfactory services by the service provider.

VI. The price quoted must be inclusive of all taxes as per applicable laws.

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.

ANNEXURE-E

Format for Covering Letter

To

(Name and address of Purchaser)

Sub: _____.

Dear Sir,

a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said 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 services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the Purchase 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. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

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

Dated this _____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

ANNEXURE-G

UNDERTAKING

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

Dated this _____ day of _____ 20__

Signature

(Company Seal)

_____

In the capacity of

Duly authorized to sign bids for and on behalf of:

ANNEXURE-H

(To be submitted on legal stamp paper)

AFFIDAVIT

(Integrity Pact)

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

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

[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

PERFORMANCE SECURITY

Issuing Authority:
Date of Issuance:
Date of Expiry:

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

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within twenty eight (28) days of the receipt 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._____ 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 2020.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

ANNEXURE-J

CHECKLIST FOR BID SUBMISSION

Technical

i. Income Tax Registration certificate
ii. Sales Tax Registration certificate
iii. Undertaking that the firm is not blacklisted by any provincial or federal government department, anywhere in Pakistan.
iv. Compliance to the scope of services to be procured mentioned vide Annex-A.
v. In full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking).
vi. Relevant experience documents (Purchase Orders / Contracts).
vii. Technical Proposal Form (Annexure-B)
viii. Covering letter duly signed and stamped by authorized representative. (Annexure-E)
ix. Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted) (Annexure-G).
x. Power of Attorney, if an authorized representative is appointed (Annexure-F)
xi. Integrity Pact (Annexure-H)
xii. Audited reports.

Financial

i. Financial Proposal Form (Annexure-C)
ii. Price Schedule (Annexure-D)
iii. Bid Security, as per provisions of the clause Bid Security of this document.

ANNEXURE-K

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

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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

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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