PUNJAB INFORMATION TECHNOLOGY BOARD
(PITB)

INVITATION TO BID

Punjab Information Technology Board (PITB), Government of the Punjab, invites bids for the Procurement of Industrial Grade Rope for ASTP Building.

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 **1500** Hours on last date of submission of bids i.e. **09th July, 2018**, and bids shall be opened at **1530** hours on the same date, as per PPRA Rules, 2014.

5. All bids must be accompanied by Bid Security in complete conformity of the clause "Bid Security" of the prescribed tender document, as per Rule-27 of PPRA Rules, 2014. 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

Tender Document

Tender No. 125062018-1

PROCUREMENT OF INDUSTRIAL GRADE ROPE FOR ASTP BUILDING

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

Applicability of Punjab Procurement Rules, 2014

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

1. Invitation to Bid

1.1 PPRA Rules to be followed

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

http://ppra.punjab.gov.pk/sites/ppra.pitb.gov.pk/files/Final%20Notified%20PPR-2014%20(ammended%20upto%2006.01.2016).pdf

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules, 2014.

1.2 Mode of Advertisement(s)

As per Rule 12(1), this Tender is placed online at the website of Purchaser. The tender document is available in the office of Punjab Information Technology Board, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore & the same may be obtained subject to the payment of cost of printing and provision of the document which is Rs. 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 bids found technically nonresponsive shall be returned un-opened to the respective bidders; and

(viii) the lowest evaluated bidder shall be awarded the Contract.

2. Bidding Details (Instructions to Bidders)

All bids must be accompanied by Bid Security (Earnest Money) as 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 No.2, placed at reception of Punjab Information Technology Board, not later than 1500 hours on last date of submission of bids i.e. **09th July, 2018,** late bids shall not be considered. The Technical bids shall be publicly opened in the Committee Room of Punjab Information Technology Board, 13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, at 1530 hours on **09th July, 2018**. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the Goods / Services must be received in writing to the Purchaser till **30th June, 2018**. Any query received after said date may not be entertained. All queries shall be responded to within due time. PITB may host a Q&A session (if required) at PITB premises (13th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore). All Bidders shall be informed of the date and time in advance.

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

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

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

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

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
Ata ur Rehman
Assistant Manager Promotion
042 35880062 Ext. 1434
Ata.rehman@pitb.punjab.gov.pk

Secondary Contact
Muhammad Shaukat Qureshi
Joint Director (Procurement)
Email: muhammad.qureshi@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 bids.

Failure to supply required Goods/Items/Services within the specified time period will invoke penalty as specified in this document.

TERMS AND CONDITIONS OF THE TENDER

3. Definitions

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

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

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

3.4 "Client" means the Project lead of technical wing of the Purchaser for whose’ particular project the Goods/Items/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.

3.5 “Bidder/Tenderer” means the interested Firm/Company/Supplier/Distributors that may provide or provides the I.T related hardware/equipment etc. and related services to any of the public/private sector organization under the Contract and have registered for the relevant business thereof.

3.6 "Letter of Acceptance (LOA)" means the agreement entered into between the Purchaser and the Contractor, as recorded in the LOA Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.

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

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

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

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

3.11 "Day" means calendar day.

3.12 "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.

3.13 “Goods” means items, and/or other materials which the Contractor is required to supply to the Purchaser under the LOA.

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

3.15 "Prescribed" means prescribed in the Tender Document.

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

3.17 "Origin" shall be considered to be the place where the Goods are produced or from where the Goods/Items/Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.

3.18 “Services” means the services provided / required under Annexure-A of this tender document.

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

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

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

4. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

5. Notice

5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:

5.1.1 in writing;

5.1.2 issued within reasonable time;

5.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and

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

6. Tender Scope

6.1 Punjab Information Technology Board (PITB), (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders") for supply of Industrial Grade Rope (hereinafter referred to as "the Goods") as detailed in the Annexure A of said Goods (hereinafter referred to as "the Services") for PITB's Project Arfa Software Technology Park.

6.2 The Goods/Items/Services will be delivered to Punjab Information Technology Board, Lahore. Detail requirements and specifications are attached at Annex-A.

7. Tender Eligibility/Qualification Criteria

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

7.1.1 has a registered/incorporated company/firm in Pakistan with relevant business experience of last one (1) year;

7.1.2 has submitted bid for complete items and relevant bid security;

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

7.1.4 has valid Registration of General Sales Tax (GST) & National Tax Number (NTN);

7.1.5 has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. (Submission of undertaking);

7.1.4 Have the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.

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

7.1.6 Goods and Services can only be supplied / sourced / routed from “origin” in “eligible” member countries.

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

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

Note: Verifiable documentary proof for all above requirements shall be mandatory requirement, Non-submission may cause disqualification, of the bidder for any further process.

8. Tender Cost

The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible / liable for those costs / expenses.

9. Joint Venture / Consortium

Joint venture / consortium are not eligible for this tender.

10. Examination of the Tender Document

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

11. Clarification of the Tender Document

The Tenderer may require further information or clarification of the Tender Document, within 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 Tenderers as per Punjab Procurement Rules, 2014.

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

13. Preparation / Submission of Tender

13.1 The tenderer must bid for all items required under this tender.

13.2 The Tenderer will submit their respective bids in a manner explained in this tender document.

13.3 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English. Any printed literature furnished by the Tenderer in another

language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.

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

13.5 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.

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

13.7 Technical Proposal Form (**Annexure-B**)

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

13.7.2 Covering letter duly signed and stamped by authorized representative (**Annexure-E**)

13.7.3 Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan.

13.7.4 Evidence of eligibility of the Tenderer and the Goods/Items/Services.

13.7.5 Evidence of conformity of the Goods/Items/Services to the Tender Document

13.7.6 List of firm's major clientele

13.7.7 Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

13.7.8 Valid Registration Certificate for Income Tax & Sales Tax

13.7.9 Power of Attorney, if an authorized representative is appointed (**Annexure-F**)

13.8 The Financial Proposal shall comprise the following:

13.8.1 Financial Proposal Form (**Annexure-C**)

13.8.2 Price Schedule (**Annexure-D**)

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

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

Original Technical Tender for

Tender Name: [Name of Tender]

Tender No. **125062018-1**

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

13.10 The Tenderer shall seal the Duplicate Technical Tender in an envelope duly marked as under:

Duplicate Technical Proposal for
Tender Name: [Name of Tender]
Tender No. **125062018-1**

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

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

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

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

Original Tender for
Tender Name: [Name of Tender]
Tender No. **125062018-1**

Strictly Confidential

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

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

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

Duplicate Tender for

Tender Name: [Name of Tender]

Tender No. **125062018-1**

Strictly Confidential

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

13.14 The Tenderer shall enclose soft copies of the Technical Proposal and the Financial Proposals, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.

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

13.16 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

14. Tender Price

14.1 The quoted price shall be:

14.1.1 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 LOA 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 Tenderer shall furnish the Bid Security (Earnest Money) as under:

15.1.1 for a sum equivalent to PKR. 10,000/- (Rupees ten thousand);

15.1.2 denominated in Pak Rupees;

15.1.3 As part of financial bid envelope, failing which will cause rejection of bid.

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

15.1.5 have a minimum validity period of one hundred twenty (120) days from the last date for submission of the Tender.

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

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

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

15.2.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to deliver the required Goods/Items/Services or fulfill the order placed within the stipulated time period.

15.3 The Bid security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Tenderer upon complete delivery of Goods/Items/Services and issuance of satisfactory certificate by concern team of the Purchaser.

16. Tender Validity

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

17. Modification / Withdrawal of the Tender

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

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

18. Opening of the Tender

18.1 Tenders (Technical Bids) shall be opened at 1530 hours on the last date of submission of bids i.e. **09th July, 2018**, in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

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

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

19. Clarification of the Tender

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

20. Determination of Responsiveness of the Bid (Tender)

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

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

20.1.2 meets the Technical Specifications for the Goods/Items/Services;

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

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

20.1.5 offers fixed price quotations for the Goods/Items/Services 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 all items;

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 Goods/Items/Services or limits the Purchaser's rights or the Tenderer's obligations under the LOA.

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

21. Correction of errors / Amendment of Tender

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

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

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

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

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

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

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

22. TECHNICAL EVALUATION CRITERIA

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

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

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

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

Category	Description	Points
Legal (Mandatory)	Relevant Experience for one (01) year	Required
	Valid Income Tax Registration	Required
	Valid General Sales Tax Registration (Status = Active with FBR)	Required
	Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.	Required
	Compliance to the technical specifications of Goods/Items/Services and related items to be procured mentioned vide Annex-A of this document	Required
	In full compliance of the Execution Schedule and Delivery Period mentioned in tender document (Undertaking)	Required

Note: Verifiable documentary proof for all above requirements is mandatory 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.

23. FINANCIAL PROPOSAL EVALUATION

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

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/Items/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 tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Gov. at any time during execution/evaluation period will be dealt with mutual consent.

24. Rejection / Acceptance of the Bid

24.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions at the time of order placement. The Purchaser may cancel/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, charts, drawings, documents / by other than specified mode; or

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

24.2.4 bid not submitted separately and relevant bid security is not submitted;

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

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

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

24.2.8 the Tenderer tries to influence the Tender evaluation / LOA award; or

24.2.9 the Tenderer engages in corrupt or fraudulent practices in competing for the LOA award;

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

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

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

24.2.13 the tenderer has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory Goods/Items/Services;

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

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

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

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

24.2.18 If the rates quoted by vender are not workable or on higher side etc.

25. Award Criteria

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

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

26. Acceptance Letter

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Purchaser shall issue the Acceptance Letter to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of PPRA Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Tender.

27. Redressal of grievances by the procuring agency

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

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

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

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

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

II. General Conditions of LOA

28. Documents and Information

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

29. Language

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

30. Standards

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

31. Commercial Availability

The Goods/Items/Services supplied under this LOA shall be commercially available at the time of signing of the LOA. Commercial availability means that such Goods/Items/Services shall have been rendered / delivered under two separate LOA's / Contracts by service provider locally.

32. Patent Right

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

33. Execution Schedule

The Contractor shall deliver the Goods/Items/Services within four (4) weeks from written intimation by the concerned technical team, subsequent to the issuance of Letter of Acceptance.

34. Payment

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

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

34.3 The Purchaser shall get verified the details of Goods/Items/Services delivered against the invoice from the concerned Technical Team of PITB and Payment shall be made on complete delivery of Goods/Items/Services on actual basis after issuance of satisfactory certificate by PITB, as per details given in relevant Letter of Acceptance.

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

34.5 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 Acceptance (LOA) in this regard.

35. Price

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

36. Amendment

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

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

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

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

37. Extensions in time for performance of obligations

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

38. Liquidated Damages

If the Contractor fails / delays in performance of any of the obligations, under the LOA / violates any of the provisions of the LOA / commits breach of any of the terms and conditions of the LOA the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the LOA Price, as liquidated damages, a sum of money @0.25% of the total LOA Price which is attributable to such part of the Goods/Items/Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the LOA Price.

39. Blacklisting

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

40. Termination for Default

40.1 If the Contractor fails / delays in performance of any of the obligations, under the LOA / violates any of the provisions of the LOA / commits breach of any of the terms and conditions of the LOA 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 LOA, in whole or in part, without any compensation to the Contractor. Provided that the termination of the LOA shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

40.2 If the Purchaser terminates the LOA for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Goods / Services / Works, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Goods / Services / Works. However, the Contractor shall continue performance under the LOA to the extent not terminated.

41. 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 LOA, in whole or in part, without any compensation to the Contractor.

42. Termination for Convenience

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

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

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

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

43. Force Majeure

43.1 For the purpose of this LOA “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 LOA 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 LOA, 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.

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

43.3 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 LOA as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

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

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

44. Dispute Resolution

44.1 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 LOA.

44.2 If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a LOA 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.

45. Statutes and Regulations

45.1 The LOA shall be governed by and interpreted in accordance with the laws of Pakistan.

45.2 The Contractor shall, in all matters arising in the performance of the LOA, 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.

45.3 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 LOA.

46. Taxes and Duties

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

47. The Client

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

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

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

48. Authorized Representative

48.1 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.

48.2 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.

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

48.4 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.

48.5 Notwithstanding Clause 52.2, 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.

48.5 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.

49. Waiver

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

50. Special Stipulations

SCHEDULE-A, SPECIAL STIPULATIONS	
For ease of Reference, certain special stipulations are as under:	
Bid Security (Earnest Money)	The Contractor shall furnish the Bid Security (earnest Money) in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; for a sum equivalent to PKR. 10,000/- (Rupees ten thousand); denominated in Pak Rupees; Have a minimum validity period of one hundred twenty (120) days from the last date for submission of the Tender.
Delivery of Goods/Items/Services	The Contractor shall deliver the Goods/Items/Services within four (04) weeks from the issuance of Acceptance Letter or written intimation by the concerned technical Team of PITB, subsequent to the issuance of Letter of Acceptance.
Liquidated damages for failure / delay in supply / installation / configuration of Goods / Services / Works by the Contractor	If the Contractor fails / delays in performance of any of the obligations, under the LOA / violates any of the provisions of the LOA / commits breach of any of the terms and conditions of the LOA the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the LOA Price, as liquidated damages, a sum of money @0.25% of the total LOA Price which is attributable to such part of the Goods / the Services / the Works, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 50% of the LOA Price.

FORMS & OTHER REQUIRED DOCUMENTS

ANNEXURE-A

Detail of Renovation Works / Materials for IT BASE PROFILING FOR GOVERNMENT EMPLOYEES OFFICES LEVEL-5 ASTP BUILDING

Sr. No	Description	Unit	Quantity
1	Providing 1” (24-25 mm) dia Industrial Grade Rope	ft	1,720

Note: Subject to approved sample.

ANNEXURE-B

Technical Proposal Submission Form

[Location, Date]

To _ (Name and address of Client / Purchaser)_

Dear Sir,

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

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

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

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

We remain,

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

ANNEXURE-C

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To _(Name and address of Client / Purchaser)_

Dear Sir,

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

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

We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Contractors for any part of the LOA, 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 LOA, 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

Sr. No	Description	No of Units/QTY (1)	Unit Rate (Incl. all Taxes, if applicable) Rs. (2)	Total Cost (Incl. all Taxes) Rs (3=1x2)
1	Providing 1" (24-25 mm) dia Industrial Grade Rope	ft/1,720		
Total Bid Cost for all Items				**X**

Notes:

(i) **"X"** will determine the total bid cost for all items.

(ii) Prices must be quoted for all Goods/Items/Services. Quantity/ Number of Goods/Items/Services mentioned above are the base volume for the purpose of evaluation only and does not bind purchaser for the purchase as listed, which means Price quoted shall be for a base volume mentioned above. However, the purchaser reserves exclusive right to utilize the Goods/Items/Services in number less than, equal to or more than the above given base volume on the unit quoted rate.

Total Cost (in words) Rs. _____

Date _____

Signature of authorized person

Name:

(Company Seal)

_____

In the capacity of

Dully authority by

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

ANNEXURE-E

Format for Covering Letter

To

(Name and address of Purchaser)

Sub: _____.

Dear Sir,

a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said Goods / Services on terms of reference to be signed upon the award of LOA for the sum indicated as per financial bid.

b) We undertake, if our proposal is accepted, to provide the Goods/Items/Services comprise in the LOA 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 LOA 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 LOA.

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 Letter of Acceptance (LOA), or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for LOA or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the LOA 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 support.

[The Seller/Supplier/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and support. It agrees that any LOA, 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, LOA 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 LOA, 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