



# **TENDER DOCUMENT**

**Tender No. PSCA/09/15-November/17**

**Procurement**

**For**

**Event Management**



# INVITATION FOR BIDS



## PSCA

Invites Tender for

LOTS	DESCRIPTION
LOT # 1	Event Management




For details, please download Tender Documents from

 [www.pasca.gop.pk](http://www.pasca.gop.pk)

1. The procurement shall be conducted in accordance with the Punjab Procurement Rules 2014.
2. A Single Stage Two Envelopes Procedure, single package containing separate Technical Proposal and Financial Proposal duly signed, stamped, and in total conformity with the Tender Document with clearly mentioning the LOT number on envelop, should be dropped in the Tender Box at PSCA, Qurban Lines, Lahore, no later than 1500 Hours on **December 04, 2017**. The Technical Proposal will be opened on the same day at 1530 Hours at PSCA Headquarter, Qurban Police Lines, Lahore.
3. Bids which are incomplete, un-sealed, unsigned/, unstamped, late or submitted by other than the specified mode will not be considered.
4. Bid Money for **LOT #1**: is **PKRs. 50,000/-**, which is within the limit of 5% as per Rule 27 of PPRA Rules- 2014. Which is within the limit of 5%. Bid will be rejected if the bidder fails to submit bid money along with the Technical Proposal (Original).
5. All Taxes will be deducted as per applicable taxes by Government of the Pakistan/Punjab.
6. All questions/queries/clarifications regarding this Tender Document and procurement should be directed to the procurement department representative whose contact details are given in the Tender Document.
7. Tender document fee is PKR. 1,000/-.

**Punjab Safe Cities Authority**  
**The Future of Punjab Police**

 PPIC3 PMU Qurban Lines Lahore. PAKISTAN

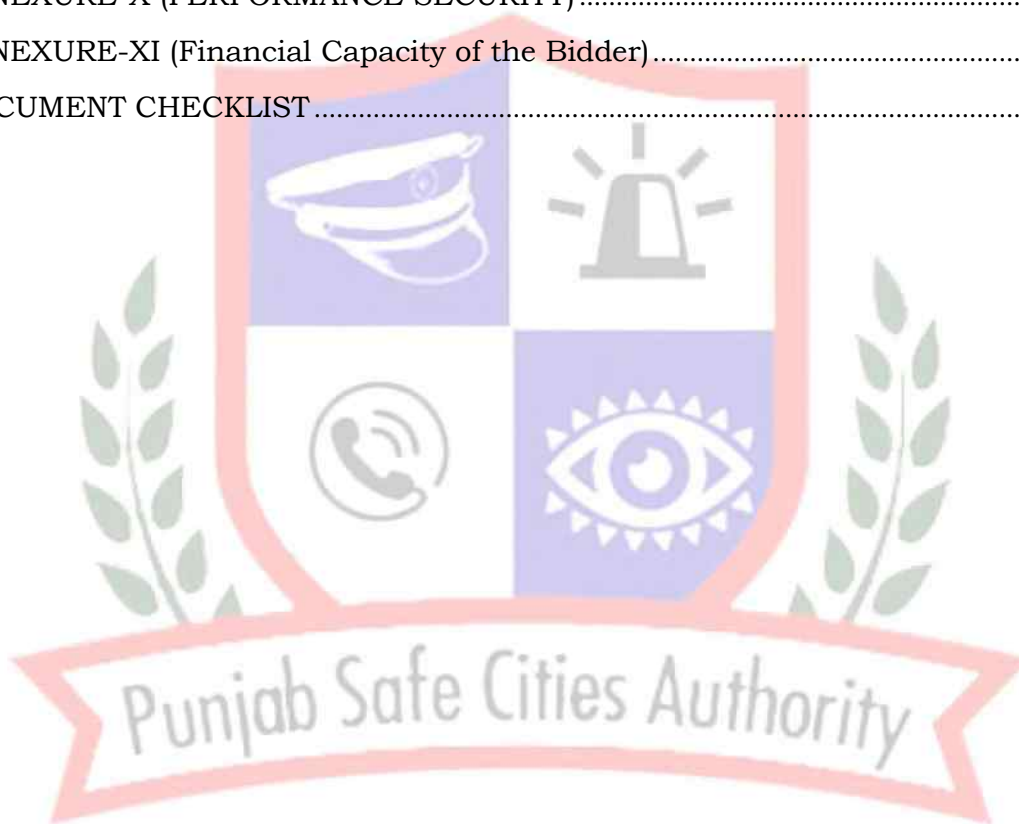
 (+ 92) (42) (99203359-60)  (+92) (42) (99203026)  [www.pasca.gop.pk](http://www.pasca.gop.pk)

# Table of Contents

## Contents

1. BID INVITATION.....	6
1.1 PPRA Rules .....	6
2. BIDDING DETAILS & INSTRUCTIONS.....	7
3. TERMS AND CONDITIONS .....	9
4. HEADINGS AND TITLES.....	10
5. NOTICE .....	11
6. TENDER SCOPE.....	11
7. BIDDER ELIGIBILITY CRITERIA.....	11
8. TENDER Cost.....	12
9. JOINT VENTURE / CONSORTIUM .....	12
10. EXAMINATION OF THE TENDER DOCUMENT .....	12
11. Tender Document Clarification .....	13
12. Amendment of the Tender Document .....	13
13. Preparation / Submission of Tender .....	13
14. Tender Price.....	16
15. Bid Security (Earnest Money) .....	17
16. Tender Validity.....	18
17. Modification / Withdrawal of the Tender .....	18
18. Tender Opening.....	19
19. Clarification of Submitted Bids .....	19
20. Tender Responsiveness.....	19
21. Tender Error Correction .....	20
22. Tender Evaluation Process .....	22
23. Technical Evaluation Criteria .....	23
24. Financial Proposal Evaluation.....	24
25 Rejection / Acceptance of the Bid .....	25
26 Award Criteria.....	26
27 Acceptance Letter.....	26
28 Performance Security .....	27
29 Contract (Terms & Condition).....	28

30 Grievances Committee.....	28
ANNEXURE-II (Submission Form - Part of Technical Bid Envelope).....	31
ANNEXURE-III (Submission Form - Part of Financial Bid Envelope) .....	32
ANNEXURE-IV (FINANCIAL PROPOSAL FORMAT FOR FINANCIAL BID) .....	33
ANNEXURE-V (Tender Covering Letter).....	35
ANNEXURE-VI (INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY). 36	
Format of Power-of-Attorney .....	37
ANNEXURE-VII (UNDERTAKING).....	38
ANNEXURE-IX (BID SECURITY FORM).....	41
ANNEXURE-X (PERFORMANCE SECURITY) .....	43
ANNEXURE-XI (Financial Capacity of the Bidder).....	45
DOCUMENT CHECKLIST .....	46

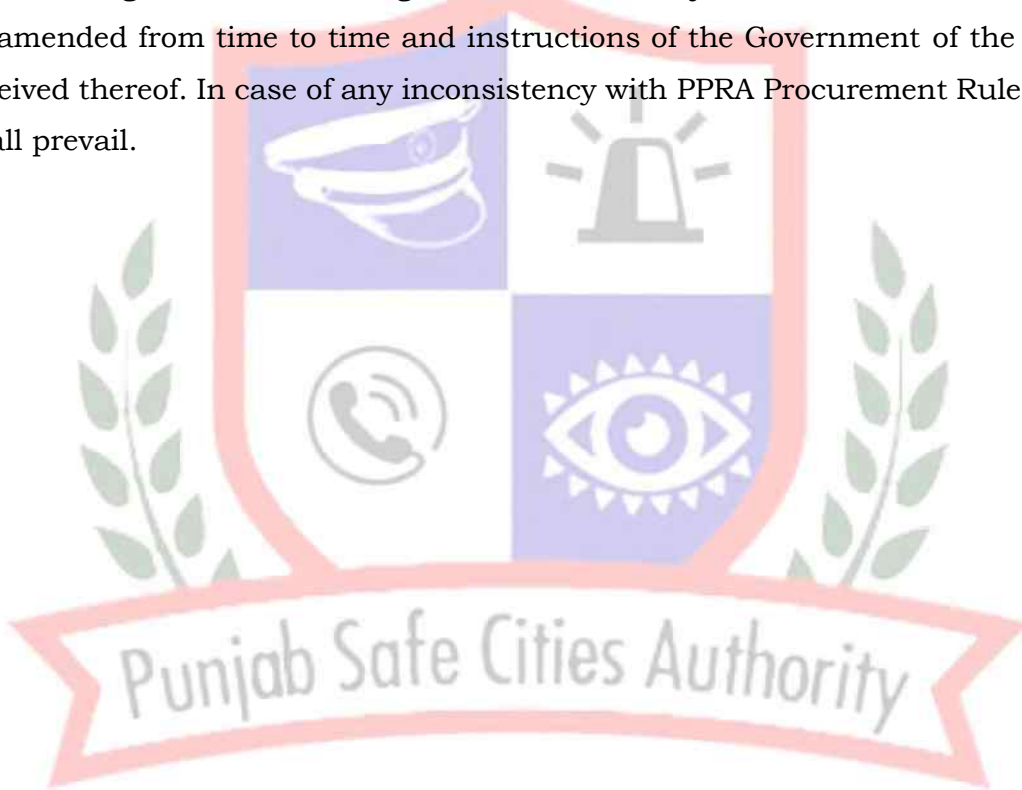


## **IMPORTANT NOTE**

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents. Bids received without supporting documents, undertakings, valid documentary evidence, test certificates and the manner specified for the various requirements as mentioned in the Bidding Documents are liable to rejection at the initial stage. 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 shall be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab received thereof. In case of any inconsistency with PPRA Procurement Rules, 2014 shall prevail.



## 1. BID INVITATION

### 1.1 PPRA Rules

Punjab Procurement Rules, 2014 shall be strictly followed for this procurement. In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules, 2014.

### 1.2 Advertisement

As per Rule 12(1), this Tender is being placed online at PPRA's website.

The bidding document containing all details can be downloaded from PSCA's website (<http://www.pzca.gov.pk>) and from PPRA's website ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)) for information only.

All prospective bidders are required to submit an amount of PKRs. **1,000/-** against each "**Lot**" as pay order at the time of bid submission. The pay order shall be made in favor off "**Establishment of IC3 Funds**", **Account # PK11BPUN-3630-0200-0185-0007** having NTN: 7129125-0. The deposit slip/challan form must accompany the respective bid otherwise the bid shall stand rejected.

### 1.3 Bidding Procedure

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

- (i) The bid shall be a single package consisting of two separate envelopes, containing separate Financial Proposal and Technical Proposal;
- (ii) The envelopes shall be marked clearly 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 technically accepted bids. Financial

Proposals shall be opened publically at a time, date and venue announced and communicated to the all technically accepted bidders in advance and the same shall be within the bid validity period;

(vii) Financial Bids found technically non-responsive shall be returned un-opened to the respective bidders; and

(viii) The lowest evaluated bidder shall be awarded the contract for this procurement.

## **2. BIDDING DETAILS & INSTRUCTIONS**

All bids must be accompanied by the **“Bid Security”** as part of Technical Bid and as per provisions of the clause **“Bid Security”** of this Tender Document in favor of **“Establishment of IC3 Funds”, Account # PK11BPUN-3630-0200-0185-0007** having NTN: 7129125-0. The bidder shall clearly mention the **“LOT”** against which they are applying. The complete bids as required under this Tender Document must be dropped in the Tender Box placed at Punjab Safe Cities Authority Headquarters, Qurban Police Lines, Lahore not later than **1500 Hours** on the last date of bid submission. Bids submitted later than 1500 Hours shall not be considered. Technical bids shall be publicly opened in the Committee Room of Punjab Safe Cities Authority Headquarters, Qurban Lines, Lahore, Pakistan.

In case the last date of bid submission falls in/within the official holidays of the Client, the last date for submission of the bids shall be the next working day.

All queries of the Bidders, if any, seeking clarifications regarding the specifications of the hardware/equipment must be received in writing to the Client within five (05) days of date of publishing of tender. Any query received after the above said date may not be entertained. PSCA may host a Q&A session, if required, all Bidders shall be informed of the date, time and venue of Q&A session in advance.

The bidder shall submit bids in total conformance to these Bidding Documents. Alternative bids shall not be considered at all. The attention of Bidders is drawn towards 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 Documents.

It shall be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid. No claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process shall be

entertained by the Client. Neither any time schedule nor any financial adjustments arising thereof shall be permitted on account of failure of the Bidder.

Terms and Conditions of this Tender Document and Specifications of hardware/equipment/items shall be strictly enforced. No escalation of cost, except the one arising out of increase in quantity demanded by the Client, shall be permitted during the course of completion of this procurement.

The Bidder should be solely responsible for all the deliveries and deliverables to the Client. The Contact person for all correspondence in relation to this is as follows:

**Primary Contact**

**Designation:** Associate Executive Officer (Procurement)

**Email Address:** [aftab.yasin@psca.gop.pk](mailto:aftab.yasin@psca.gop.pk)

**Secondary Contact**

**Designation:** Junior Executive Officer (Procurement)

**Email Address:** [saba.rana@psca.gop.pk](mailto:saba.rana@psca.gop.pk)

Bidders should notice that from receipt of the bid until further notice from the above said contact persons, all queries related to this Tender Document should be communicated in writing (e-mail) only.

Bidders are also required to state, in their proposals the following details of authorized representative through whom all communications related to the Bidding Documents shall be directed till the completion of the bidding process or termination of the bidder:

**Name**

**Designation**

**Contact number (landline, mobile),**

**Fax number**

**Email address**

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

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



### **3. TERMS AND CONDITIONS**

#### **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 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 "Bidder" mean the interested Firm/Company/Supplier/Distributors that may provide or provides the 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.

3.4 "Commencement Date of the Contract" means the date of signing of the Contract between the Client and the Contractor.

3.5 "Contract" means the agreement entered into between the Client 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.

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

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

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

3.9 "Client"

means the Punjab Safe Cities Authority (PSCA) or any other person for the time being or from time to time duly appointed in writing by the Client to act as Client for the purposes of the Contract.

3.10 "Day" means calendar day.

3.11 "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, any defects and

damages in Goods and Services provided under the Contract.

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

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

3.14 "Force majeure shall mean any event, act or other circumstances not being an event, act or circumstances under the control of the Client or of the contractor. Non-availability of materials/supplies or of import license or of export permit shall not constitute Force majeure.

3.15 "Goods" means hardware, equipment, machinery, and/or other materials which the Contractor is required to supply to the Client under the Contract against each relevant Lot.

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

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

3.18 "Prescribed" means prescribed in the Tender Documents. "Client"

3.19 "Services" means after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Client under the Contract.

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

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

#### **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. Furthermore, words importing the singular only shall also include the plural and vice versa where the context requires so.

## 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 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 through 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 words such as "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

## 6. TENDER SCOPE

Punjab Safe Cities Authority (PSCA), (hereinafter referred to as "the Client") invites / requests Proposals (hereinafter referred to as "the Tenders") for supply of equipment's, hardware (hereinafter referred to as "the Goods") and after-sale support, of said Goods (hereinafter referred to as "the Services") for PSCA, Punjab. The details of the equipment are mentioned in the following table:

LOTS	DESCRIPTION
LOT # 1	Event Management

## 7. BIDDER ELIGIBILITY CRITERIA

Eligible Bidder is the one who:

7.1.1 Has a registered/incorporated company/firm in Pakistan and Punjab with the relevant business experience for each Lot;

7.1.2 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) by Government of the Pakistan and Punjab;

7.1.3 Has valid registration of General Sales Tax (GST) & National Tax Number (NTN);

7.1.4 Has submitted bid for complete Lot(s) and relevant bid security against

each Lot separately. Non-compliance of the same shall lead to rejection of the bid;

7.1.5 May be involved in sales or supply of related business for last two years as on the date of submission of the tender;

7.1.6 Has not been blacklisted in accordance with Rule 21 of PPRA Procurement Rules, 2014 by any of Provincial or Federal Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper is mandatory), failing which will cause rejection of the bid;

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

7.1.8 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 evidence for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.

## **8. TENDER Cost**

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

## **9. JOINT VENTURE / CONSORTIUM**

Joint venture/ consortium is eligible for this tender.

## **10. EXAMINATION OF THE TENDER DOCUMENT**

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

## **11. TENDER DOCUMENT CLARIFICATION**

- 11.1 The Bidder may require further information or clarification of the Tender Document. The same shall be notified to the procuring agency in writing.
- 11.2 The procuring agency shall respond to such queries in writing via the primary contact and in writing (e-mail) prior to the date of opening of bid.
- 11.3 The clarification and its responses shall be shared with all prospective bidders.
- 11.4 In the case of an urgent situation where the primary contact cannot be contacted, the bidder may alternatively direct their queries through the Secondary Contact.
- 11.5 The employer may change these conditions from one case to another as per requirement and the bidders shall be informed electronically (email)

## **12. AMENDMENT OF THE TENDER DOCUMENT**

- 12.1 The Client may, at any time prior to the deadline for submission of the Tender Document, 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 made part of the Tender Document and serve binding on the Bidder(s).
- 12.2 The Client shall notify the amendment(s) in writing to the prospective Bidders as per Punjab Procurement Rules, 2014.
- 12.3 The Client 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 Client, 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, Charts, Drawings, Documents, Brochures and 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.

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

13.5.1. Technical Proposal Form (**ANNEXURE-I**)

13.5.2. Undertaking (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted)

13.5.3. Affidavit (Integrity Pact) (Annexure-VII, VIII)

13.5.4. Covering letter duly signed and stamped by authorized representative. (Annexure-V)

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

13.5.6. Authorized Certificate/document from the principal/manufacturer

13.5.7. Evidence of eligibility of the Bidder and the Goods/Services.

13.5.8. Evidence of conformity of the Goods/the Services to the Tender Document

13.5.9. Undertaking and Evidence that the quoted Goods are genuine, brand new, non-refurbished, un-altered in any way, of the most recent/current model, imported through proper channel, and incorporate all recent improvements in design and materials.

13.5.10. Details of Warranty and After-Sale Service.

13.5.11. Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

13.5.12. The Contractor's financial capacity to mobilize and sustain the supply of equipment is imperative. In the Proposal, the Bidder is required to provide information on its financial status for each Lot. This requirement can be met by submission of one of the following: Audited financial statements for the last three (3) year, supported by audit letters, or 2) certified financial statements for the last three (3) year, supported by tax returns duly signed and stamped by

authorized representative.

13.5.13. The statement must be signed by the authorized representative of the Bidder

13.5.14. Financial Capacity as per **(Annexure-XI)**.

13.5.15. Valid Registration Certificate for Income Tax & Sales Tax

13.5.16. Income Tax & Sales Tax Returns for the last 2 years.

13.5.17. Power of Attorney, if an authorized representative is appointed **(Annexure-VI)**

13.5.18. Bid Security, **as per provisions of the clause 15 of this document (Annexure- IX)**

The Financial Proposal shall comprise the following:

13.5.19. Financial Proposal Form **(Annexure-III)**

13.5.20. Price Schedule **(Annexure-IV)**

13.6. The Bidder shall seal the Proposal in an envelope duly marked as under:

**Tender for**

Tender Name: [Name of Tender]

Tender No. \_\_\_\_\_

**LOT No.** \_\_\_\_\_

[Name of the Client]

[Address of the Client]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

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

**Original Technical Tender for**

Tender Name: [Name of Tender]

Tender No. \_\_\_\_\_

LOT No. \_\_\_\_\_

**Strictly Confidential**

[Name of the Client]

[Address of the Client]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

**Original Financial Tender for**

Tender Name: [Name of Tender]

Tender No. \_\_\_\_\_

LOT No. \_\_\_\_\_

**Strictly Confidential**

[Name of the Client]

[Address of the Client]

[Name of the Bidder]

[Address of the Bidder]

[Phone No. of the Bidder]

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

13.9. It is 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 bidder.

**14. Tender Price**

14.1 The quoted price shall be:

14.1.1 In Pakistani Rupees or in USD (when required by the procuring agency);

14.1.2 Inclusive of all taxes, duties, levies, insurance and 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 various Punjab Government Office(s) Offices in Punjab (if required).

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

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

14.4 In case of locally produced Equipment/Service, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item. In case of Contract of imported Equipment/Services offered Ex-Warehouse/Off-the-Shelf from within the Client's country, import duties and sales and other taxes already paid shall be shown separately (if required by the Client).

## **15. BID SECURITY (EARNEST MONEY)**

15.1 The Bidder shall furnish the Bid Security (Earnest Money) as under:

<b>LOTS</b>	<b>DESCRIPTION</b>	<b>BID MONEY (PKR)</b>
<b>LOT # 1</b>	<b>Event Management</b>	<b>50,000</b>

15.1.1 Pay order of the Estimated Total Tender Price for each LOT, against the amount given in clause 15.

### **15.1.2 Title: Establishment of IC3 Funds**

**Account # PK11BPUN-3630-0200-0185-0007**

**NTN: 7129125-0**

15.1.3 Denominated in Pak Rupees;

15.1.4 Separately against each Lot given in this tender document.

15.1.5 As part of technical bid envelope, failing which will cause rejection of bid.

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

15.1.7 If the Total Tender Price is more than PKR 100 Million, in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Client, as per the format provided in the Tender Document;

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

15.2 The Bid Security shall be forfeited by the Client, 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 Client during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

15.2.4 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. 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 Client 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 to the Client, 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. TENDER OPENING**

18.1 Tenders (Technical Bids) shall be opened at **1530 hours** on the last date of bid submission, in the presence of the Bidder(s) for which they shall ensure 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 Client, 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 Client 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 and cell phone etc.) during tender opening meeting at given time and location.

## **19. CLARIFICATION OF SUBMITTED BIDS**

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

## **20. TENDER RESPONSIVENESS**

20.1 The Client 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 the one which:

20.1.1 Meets the eligibility criteria given herein this tender document/ the Goods/the Services.

20.1.2 Meets the Technical Specifications for the Goods/the Services against each Lot;

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

- 20.1.4 In compliance with the rate and limit of liquidated damages;
- 20.1.5 Offers fixed price quotations for the Goods/the Services against each Lot;
- 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 against each Lot;
- 20.1.8 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;
- 20.1.9 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation. A material deviation or reservation is one which affects the scope, quality or performance of the Services / Goods or limits the Client's rights or the Bidder's obligations under the Contract.

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. TENDER ERROR CORRECTION**

21.1 The submitted 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.

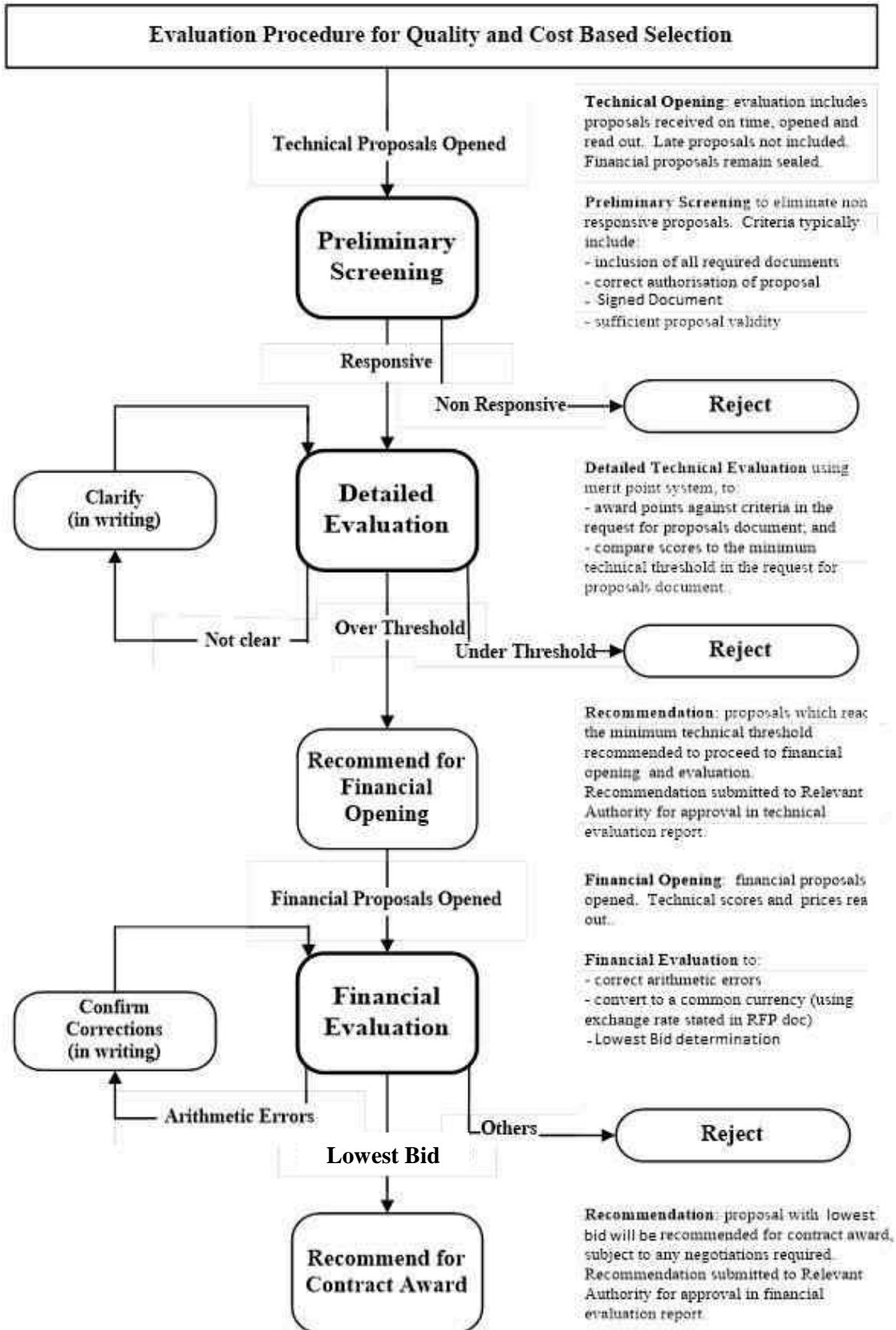
21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the bidder.

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. TENDER EVALUATION PROCESS



### 23. TECHNICAL EVALUATION CRITERIA

The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria against each Lot shall 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 / warranty services shall be rejected.

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

For each component required/Lot. Vendor has to provide detailed specifications with relevant materials including information on standards compliance.

Note: Major components and their quantities are listed below; Bidder may list (Annexure-Technical Specifications) any other/more equipment required to integrate the system and to make it functional.

Category	Description	Requirement
<b>Legal (Mandatory)</b>	Certificate of Company/Firm Registration /Incorporation under the laws of Pakistan.	Mandatory
	Valid Income Tax Registration	Mandatory
	Valid General Sales Tax Registration (Status =Active with FBR)	Mandatory
	Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted as per Rule 21 of PPRA Rules-2014 by any of Provincial or Federal Government Department, Agency, Organization, autonomous body or private Sector Organization anywhere in Pakistan.	Mandatory
	In full compliance to the Delivery Period mentioned in tender document	Mandatory
	Tender Specifications Conformance	Mandatory

### Evaluation Criteria

<b>Sr. No</b>	<b>Criteria</b>	<b>Max. Marks</b>	<b>Comment/description</b>	<b>Documents Required</b>
<b>1</b>	Number of tenders/assignments successfully completed	25	5 or more Projects = 25 Points 4 Projects = 20 Points 3 Projects = 15 Points 2 Projects = 10 points Less than 2 = 0 Point	Contract Document OR Letter of Award OR Purchase Order OR Any other valid document for evidence
<b>2</b>	Number of similar tender/assignments successfully completed	25	5 or more Projects = 25 Points 4 Projects = 20 Points 3 Projects = 15 Points 2 Projects = 10 points Less than 2 = 0 Point	Document Required
<b>3</b>	List of Team members	20	15 or Greater = 20 Points 10 to 07 = 15 Points 06 to 04 = 10 Points Less than 4 = 05 Points	Document Required
<b>4</b>	Sample of the items	30	Product Quality Testing after sampling	Samples/Specifications
<b>Total Marks = 100</b>			<b>Minimum Passing Marks= 80</b>	

## **24. Financial Proposal Evaluation**

24.1 Technically qualified/successful bidder(s)/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 Client accordingly. The technically Eligible/Successful Bidder(s)/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).

24.2 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 Client, the contractor shall be bound to adjust the same in the Financial Proposal. In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.

24.2.1 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.;

24.2.2 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.

24.3 The Client 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.

## **25 REJECTION / ACCEPTANCE OF THE BID**

25.1 The Client shall have the right, at his exclusive discretion, to 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 Client may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Client 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 Client 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).

25.2 The Tender shall be rejected if it is:

25.2.1 Substantially non-responsive in a manner prescribed in this tender document clause-20; or

25.2.2 Submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or

25.2.3 Incomplete, partial, conditional, alternative, late; or

25.2.4 Bid not submitted separately against each Lot and relevant bid security is not submitted against each Lot separately;

25.2.5 Subjected to interlineations / cuttings / corrections / erasures / overwriting; or

25.2.6 The Bidder refuses to accept the corrected Total Tender Price; or

25.2.7 The Bidder has conflict of interest with the Client; or

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

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

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

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

25.2.12 The bidder has been blacklisted by any public or private sector organization;

25.2.13 The bidder has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;

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

25.2.15 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.

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

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

## **26 AWARD CRITERIA**

- i. At first step, eligible bidder(s)/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.
- ii. At second step, technically qualified and successful bidder(s)/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 formalities against each Lot, irrespective of their score in the previous step.

## **27 ACCEPTANCE LETTER**

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Client shall issue the Acceptance Letter to the successful Bidder, at least after 15 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.

## **28 PERFORMANCE SECURITY**

28.1 The successful Bidder/Bidders/The Contractor against **Lot # 1** shall furnish Performance Security as under:

28.1.1 Within fourteen (14) days of the receipt of the Acceptance Letter from the Client;

28.1.2 LOT wise performance security (Separate for each LOT, if the bidder is successful for more than one LOTs) would be submitted by the Bidder;

28.1.3 In the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;

28.1.4 For a sum equivalent to 10% of the contract value;

28.1.5 Denominated in Pak Rupees;

28.1.6 Have a minimum validity period until the date of expiry of warranty period, support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.

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

28.2.1 If the Contractor commits a default under the Contract;

28.2.2 If the Contractor fails to fulfill the obligations under the Contract;

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

28.3 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.

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

to the Contractor.

## **29 CONTRACT (TERMS & CONDITION)**

Contract will be finalized with the selected and finalized bidder as per the PSCA rules under PPRA 2014 guidance.

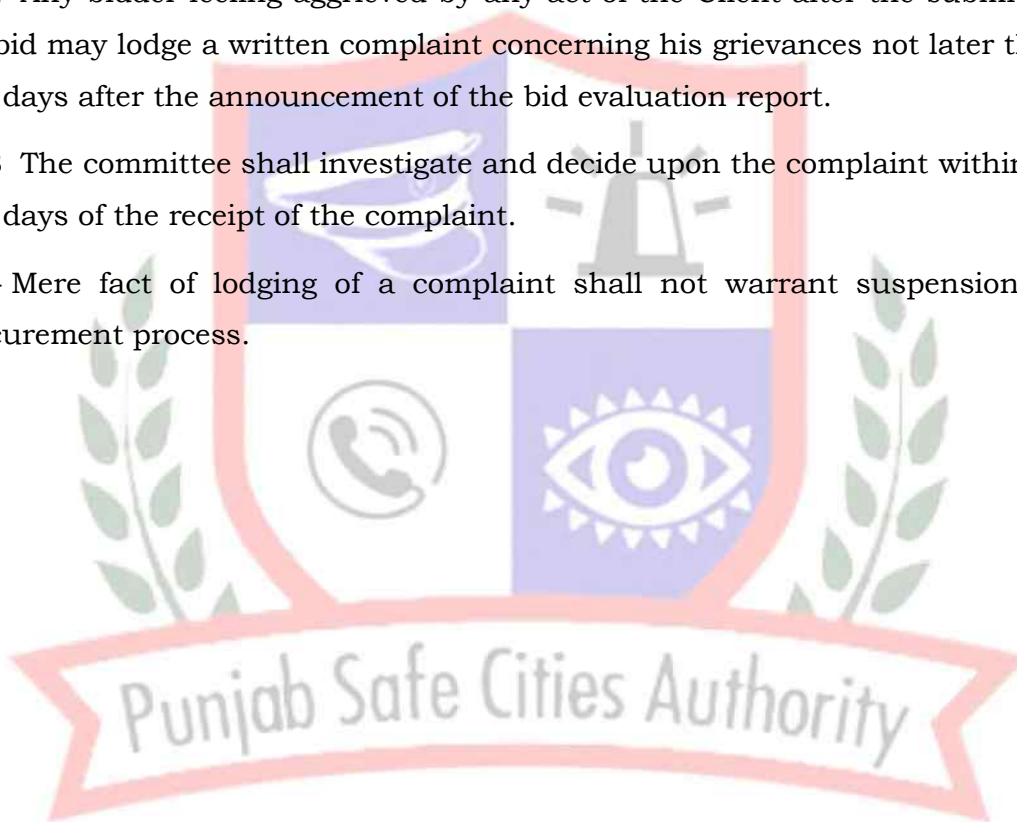
## **30 GRIEVANCES COMMITTEE**

30.1 The Client shall constitute 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.

30.2 Any bidder feeling aggrieved by any act of the Client after the submission of his bid may lodge a written complaint concerning his grievances not later than ten (10) days after the announcement of the bid evaluation report.

30.3 The committee shall investigate and decide upon the complaint within fifteen (15) days of the receipt of the complaint.

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



## ANNEXURE-I

### LOT # 1 (EVENT MANAGEMENT)

Sr. #	ITEMS	QUANTITY
1.	Head Tables	01
2.	Presidential Chair	04
3.	Sofas with tables	15
4.	Dera for 700 peoples	01
5.	Carpets inside and outside	01+01
6.	Chairs	700
7.	Rostrum	01
8.	Wooden Platform	01
9.	Flowers for decoration	-
10.	Lighting	-
11.	Sound System	01
12.	Generator with diesel	01
13.	1 Generator backup	01
14.	Mist Fan	04
15.	Heating/Cooling System	04

**NOTE:**

1. Specifications, may have slight variance on actual.
2. PSCA have a right to may change in the quantities or cancel the bid and Lot at any point of time.
3. Samples are obligatory for each item, will be submitted to PSCA as and when required.
4. Items to be delivered as & when require

5. The vendor may quote any additional items in separate table that it feels should be made part of the event management. Please note that additional items would not have any impact on evaluation (technical/financial).



## **FORMS & OTHER REQUIRED DOCUMENTS**

### **ANNEXURE-II (Submission Form - Part of Technical Bid Envelope)**

[Location, Date]

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

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 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-III (Submission Form - Part of Financial Bid Envelope)**

[Location, Date]

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

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-IV (FINANCIAL PROPOSAL FORMAT FOR FINANCIAL BID)**

**LOT # 1 (EVENT MANAGEMENT)**

SR. #	ITEMS	PRICE/UNIT (PKR)	TOTAL PRICE (PKR)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

**NOTE:**

- (i) Prices must be inclusive of all taxes.
- (ii) Payment would be made as per actual work/items.
- (iii) Quote the prices of additional items in a separate table.
- (iv) The Client reserves exclusive rights to decrease the quantities of the items mentioned vide this tender document.
- (v) Quote the price of additional items in separate table.

Total Cost (in words) Rs. \_\_\_\_\_

Date \_\_\_\_\_

Signature of authorized person

Name: \_\_\_\_\_

(Company Seal)

\_\_\_\_\_

In the capacity of

Duly authority by

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



**ANNEXURE-V (Tender Covering Letter)**

To (Name and address of Client)

**Sub:** \_\_\_\_\_.

Dear Sir,

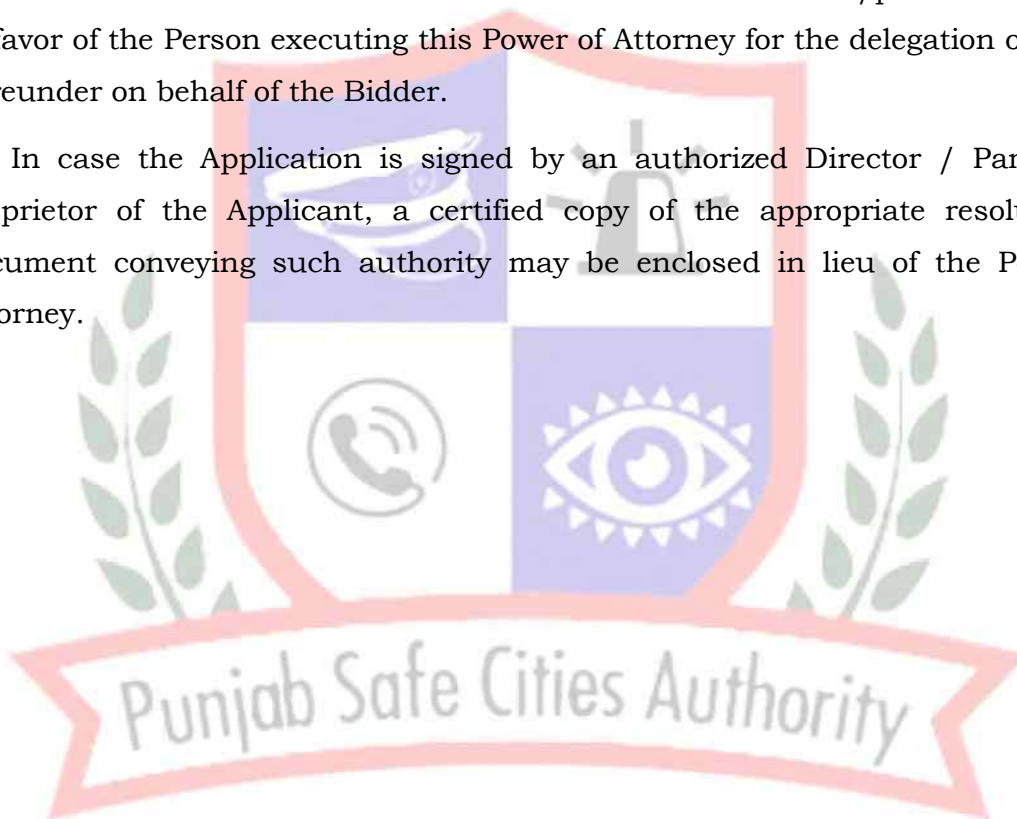
- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items / Services on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of \_\_\_ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the (insert name of the Client), 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 bidding.

---

Authorized Signatures with Official Seal

**ANNEXURE-VI (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 of 100 Rupees 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 Client) including signing and submission of all documents and providing information/responses to (name of the Client) 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)

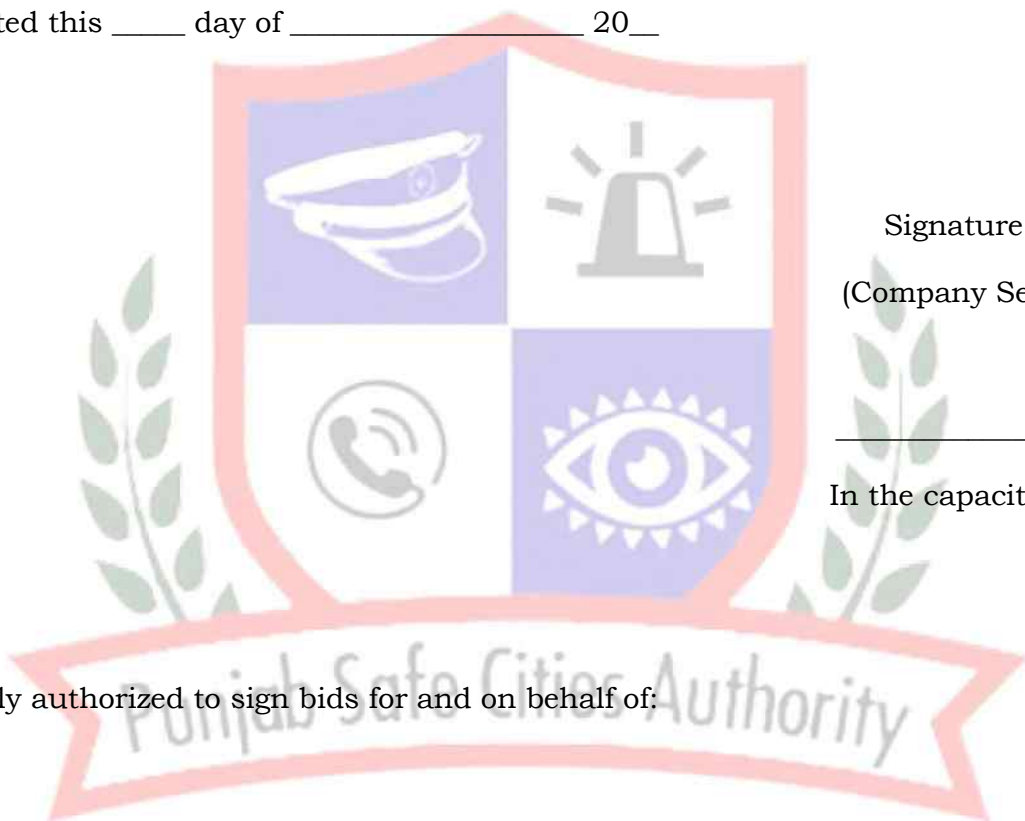
Date: \_\_\_\_\_

Punjab Safe Cities Authority

**ANNEXURE-VII (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-VIII (Affidavit)**

**(To be submitted on legal stamp paper)**

**(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 Client) \_. 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 Client)\_ 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 Client and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support.

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

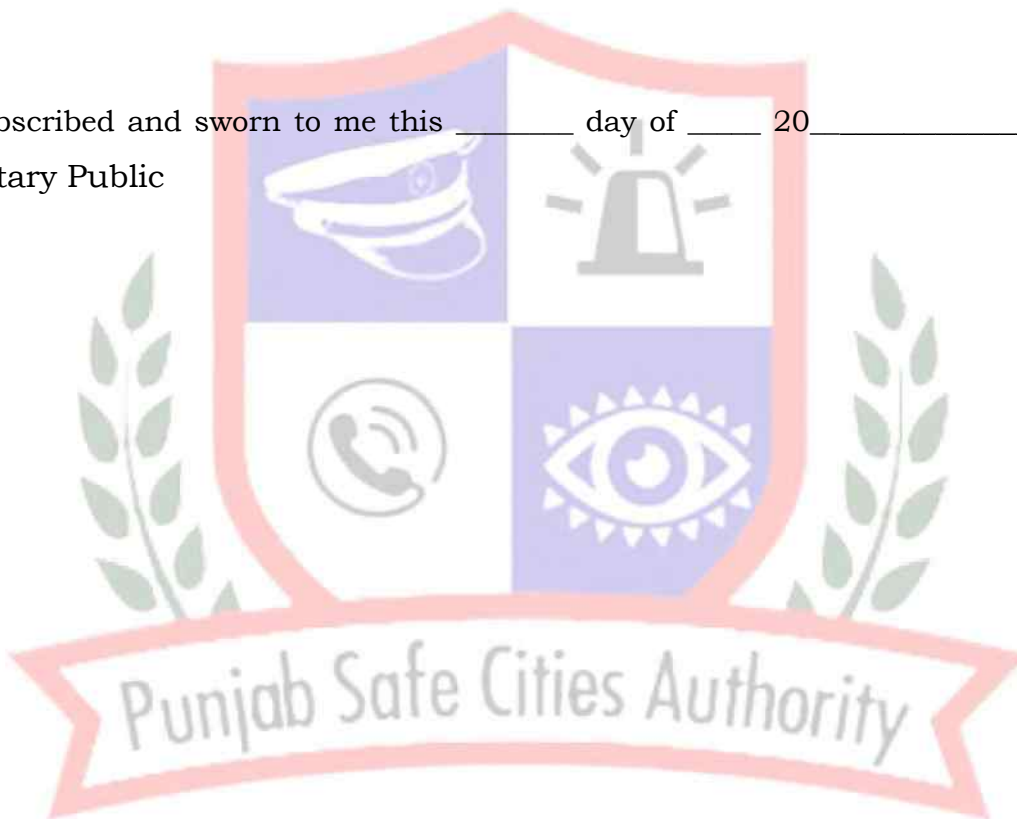
Notwithstanding any rights and remedies exercised by the Client in this regard, [the Seller/Supplier/Contractor] agrees to indemnify the Client for any loss or

damage incurred by it on account of its corrupt business practices and further pay compensation to the Client in an amount equivalent to ten times 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 Client.

\_\_\_\_\_  
Authorized Signatures with Official Seal

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Notary Public





## **ANNEXURE-IX (BID SECURITY FORM)**

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

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

THEREFORE, the Guarantor hereby affirms to bind himself, his successors and his assigns to the Client, for the sum of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_) and undertakes to pay to the Client, 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 Client having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

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

Provided that the Client 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 Client shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

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

Date this \_\_\_\_\_ day of 20\_\_.

**GUARANTOR**

Signature: \_\_\_\_\_

CNIC #: \_\_\_\_\_

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Address: \_\_\_\_\_



## **ANNEXURE-X (PERFORMANCE SECURITY)**

**Issuing Authority:**

**Date of Issuance:**

**Date of Expiry:**

**Claim Lodgment Date: (Must be one month later than the expiry date)**

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

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within fourteen (14) days of the receipt of the Acceptance Letter (Letter of Acceptance) from the Client, 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. \_\_\_\_\_ (10% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

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

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Client, for the sum of PKR (in figures \_\_\_\_\_) (in words \_\_\_\_\_) and undertakes to pay to the Client, 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 Client 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 Client 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 Client shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

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

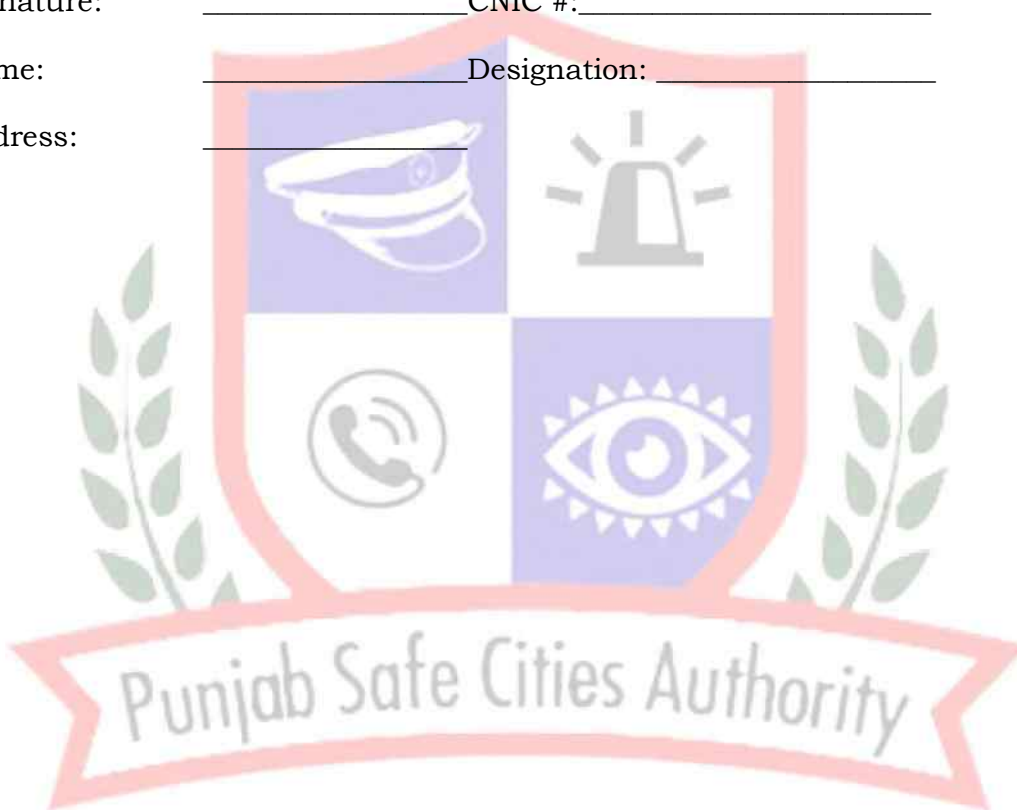
Date this \_\_\_\_\_ day of 201\_\_\_\_.

**GUARANTOR**

Signature: \_\_\_\_\_ CNIC #: \_\_\_\_\_

Name: \_\_\_\_\_ Designation: \_\_\_\_\_

Address: \_\_\_\_\_



**ANNEXURE-XI (Financial Capacity of the Bidder)**

Additionally, the following financial data form shall be filled out for the Bidder. The Client reserves the right to request additional information about the financial capacity of the Bidder. A Bidder that fails to demonstrate through its financial records that it has the financial capacity to perform the required Supply/Services may be disqualified.

Financial Information	Historical information for the previous two years(most recent to oldest in (PAK Rupees)
<b>Information from Balance Sheet:</b>	
1. Total Assets (TA)	
2. Current Assets (CA)	
3. Total Liabilities (TL)	
4. Current Liabilities (CL)	
<b>Information from Income Statement:</b>	
5. Total Revenue (TR)	
6. Profits before Taxes(PBT)	
Net Worth (1) – (3)	
Current Ratio (2) / (4)	

Provide information on current or past litigation or arbitration over the last one (1) year as shown in the form below.

Litigation or arbitration in the last one (1) year: No: \_\_\_\_\_ Yes: \_\_\_\_\_ (See below)

Litigation and Arbitration During last one (1) Year

Year\_\_\_\_\_ Matter in Dispute \_\_\_\_\_Value of Award against Contract in PK Rupees

\_\_\_\_\_  
Authorized Signatures with Official Seal

## DOCUMENT CHECKLIST

Bidder should provide these and other documents if mention in the bidding documents

REFERENCE	DOCUMENTS REQUIRED	ATTACHED
<b>TECHNICAL PROPOSAL</b>		
	Tender Document Fee	
	Annexure-II (Submission Form)	
13.5.15	BID Security (Original)	
13.5.1	Annexure -I (Technical Specifications)	
13.5.2	Undertaking, (All terms & conditions and qualifications listed anywhere in this tender document have been satisfactorily vetted)	
13.5.3	Annexure-VII, VIII	
13.5.4	Covering Letter (Annexure-V)	
13.5.5	Company Incorporation Certificate	
13.5.6	Undertaking and Evidence that the quoted goods are genuine, brand new, imported through proper channel & incorporate all recent improvements in design and materials.	
13.5.07	Details of warranty/service	
13.5.08	Undertaking on Legal paper	
13.5.09	Audited Financial sheets (2 years) or certified financial statement (2 years) -Annexure-XI	
13.5.10	Authorized Representative Signs	
13.5.11	Annexure-XI (Financial Capacity)	
13.5.12	Valid Income and sales tax registration	
13.5.13	Income tax and sales tax returns for last 2 years	
13.5.14	Power of Attorney for Authorized Representative. (Annexure-VI)	
<b>FINANCIAL PROPOSAL</b>		
13.5.16	Annexure-III -Financial Proposal Form	
13.5.17	Annexure-IV -Price Schedule	