



## **BIDDING DOCUMENTS**

Bid Opening Date 02-11-2022  
Bid Receive Time 11:00 AM  
Bid Opening Time 12:00 PM

## **DISCLAIMER**

1. This request for proposals document (“**Bidding Documents**”) has been prepared by the Punjab Food Authority (as the Procuring Agency). The Bidding Documents constitute no commitment on the part of the Procuring Agency to enter into any arrangements with any Bidder in respect of procurement of goods under the Bidding Documents or otherwise.
2. The information contained in the Bidding Documents or as may be subsequently provided to the Bidders (in documentary or any other form) by or on behalf of the Procuring Agency, with respect to the procurement process being conducted pursuant to the Bidding Documents, are indicative only and are provided solely to assist in a preliminary assessment of the proposed procurement. Moreover, each Bid (comprising the technical proposal and financial proposal) shall be evaluated in accordance with the prescribed technical and financial criteria (as the case may be) provided in the Bidding Documents.
3. The Bidding Documents do not constitute an agreement. The purpose of the Bidding Documents is to provide proposed Bidders with information that may be useful for them in preparing their Bids pursuant to the Bidding Documents.
4. The Bidding Documents may not be appropriate for all interested parties and it is not possible for the Procuring Agency to consider the objectives and particular needs of each interested party which reads or uses the Bidding Documents.
5. The assumptions, assessments, statements and information contained in these Bidding Documents may not be complete, accurate and adequate or correct for the purposes of any or all interested parties.
6. Each proposed Bidder is required to conduct its own due investigation and analysis, check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in these Bidding Documents and seek independent professional advice on any or all aspects of these Bidding Documents, as deemed appropriate. The Procuring Agency is not under obligation to consider any such advice or opinion.
7. All information submitted in response to the Bidding Documents becomes the property of the Procuring Agency, including all business information and proprietary data submitted with all rights of communication and disclosures, subject to applicable laws in Pakistan.
8. No decision shall be based solely on the basis of the information provided for any statements, opinions or information provided in the Bidding Documents.
9. While submitting a Bid in response to these Bidding Documents, each Bidder certifies that it understands, accepts and agrees to the disclaimers set forth herein.
10. Nothing contained in any provision of these Bidding Documents or any statements made orally or in writing by the Bidders/Contractor shall have the effect of negating or suspending any of the disclaimers set forth herein.

## INVITATION TO BID

The Punjab Food Authority (“**PFA**” or the “**Procuring Agency**”), a statutory body constituted pursuant to section 3 of the Punjab Food Authority Act, 2011 (“**PFA Act**”), has been working as a functional entity in Punjab across all 36 districts, since July 2012. Specialized wings “Resource and Licensing”, “Technical” and “Operations” which are functional and working to enforce the food hygiene and quality standards as described in the PFA Act and the Pure Food Rules 2011 (“**PFR**”). PFA’s activities in terms of the PFA Act read with PFR are carried out through qualified teams of Food Safety Officers and Assistant Food Safety Officers. Food safety teams ensure the food safety. PFA has state of the art labs working round the clock which carry out the food testing for food hygiene and food adulteration under the supervision of the qualified staff.

Pursuant to the requirements of Rule 12 of the Punjab Procurement Rules 2014 (as amended from time to time) (“**PPR**”), the Bidding Documents have been uploaded on PFA’s ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)) and Procuring Agency’s ([www.pfa.gov.pk](http://www.pfa.gov.pk)) websites, and have also been advertised in print media.

The Bidding Documents can be downloaded from the aforementioned websites. Bidders are required to submit deposit slip of Rs. 2,000/- (to be deposited in bank account no. “**PK84ABPA0010043565200017**”, Allied Bank Limited having title “**Punjab Food Authority**” and NTN: 9021314-2) along with their Bids, failing which the Bid shall be rejected.

The Bids must reach (by hand) in the office of Assistant Director (Procurement), Punjab Food Authority located at 83-C New Muslim Town Lahore on or before November 02, 2022 till 11:00 A.M.

Technical Proposals shall be opened by the Procurement Committee on the same day at 12:00 P.M. in the office of Director General, Punjab Food Authority (Committee Room), in the presence of Bidders or their authorized representatives having valid authority letters. Late Bids i.e., Bids received after the Bid Submission Date shall be rejected.

All Bids shall be prepared in accordance with the requirements set out in the Bidding Documents and must be accompanied by a Bid Security in the form of a Demand Draft / Pay Order / Call Deposit Receipt of 2% of the “Estimated Cost” of quoted Items cumulatively, in favor of the “Director General Punjab Food Authority Lahore”, issued as per the Bidding Documents.

In terms of Rule 38(2)(a) of Punjab Procurement Rules, single stage two envelopes bidding procedure, has been adopted. The Bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals. The envelopes shall be marked as **Technical Proposal** and **Financial Proposal**. 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. After the evaluation and approval of the Technical Proposals, the Procuring Agency shall open the Financial Proposals of the technically accepted Bidders, publicly at a time, date and venue announced and communicated to the Bidders in advance, within the Bid validity period.

The Procuring Agency reserves the right to accept or reject all Bids received, at any time during the bidding process.

**ASSISTANT DIRECTOR PROCUREMENT  
PUNJAB FOOD AUTHORITY, GOVERNMENT OF PUNJAB**

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# 1. INSTRUCTIONS TO BIDDERS

## 1. Definitions

In the Bidding Documents, unless there is anything repugnant in the subject or context:

- 1.1.1. “Agreement” means the Framework Agreement to be entered into between the Procuring Agency and the Contractor for the procurement of relevant Items, attached as annexure A of the Bidding Documents;
- 1.1.2. “Agreement Price” means the price payable to the Contractor under the Agreement for the full and proper performance of its contractual obligations;
- 1.1.3. “Bid” means the proposal (constituting the Technical Proposal and Financial Proposal) submitted by a Bidder in response to the Bidding Documents;
- 1.1.4. “Bidder” means a person who has submitted a Bid in response to the Bidding Documents;
- 1.1.5. “Bidding Documents” means these bidding documents (including the Framework Agreement) issued by the Procuring Agency for the procurement of Items;
- 1.1.6. “Bid Price” means the total price (inclusive of all applicable taxes) of the relevant Item quoted by the Bidder Bid;
- 1.1.7. “Bid Security” means security submitted by a Bidder in the form of Demand Draft / Pay Order / Call Deposit Receipt, with Technical Proposal to secure the obligations of the Bidder;
- 1.1.8. “Contractor” means the successful bidder, with whom the Agreement is executed a person, firm, company or an organization who or which undertakes to supply goods and services;
- 1.1.9. “Day” means a calendar day;
- 1.1.10. “Effective Date” has the meaning given to it in the Agreement;
- 1.1.11. “Estimated Cost” means estimated cost of an Item, as specified in clause 2 of the Bidding Documents;
- 1.1.12. “Financial Proposal” means the financial proposal submitted by the Bidder, containing rates / prices in respect of the relevant Items in respect of which the Bid is submitted, as per the requirements of the Bidding Documents;
- 1.1.13. “Force Majeure” has the meaning given to it in the Agreement;

- 1.1.14. "Inspection Committee" means a committee notified by Procuring Agency for inspections of Items;
- 1.1.15. "Instructions to Bidders" means the instructions to bidders set out in clause 1 of the Bidding Documents;
- 1.1.16. "Items" means goods (including any relevant services) as specified in clause 2 to be procured by the Procuring Agency;
- 1.1.17. "Letter of Acceptance" means a letter which is issued by Procuring Agency to the Lowest Evaluated Bidder, as per the requirements of the Bidding Documents;
- 1.1.18. "Lowest Evaluated Bid" means a Bid most closely conforming to evaluation criteria and other conditions specified in the Bidding Documents and having lowest evaluated cost;
- 1.1.19. "Lowest Evaluated Bidder" means a Bidder who has submitted the Lowest Evaluated Bid;
- 1.1.20. "Performance Guarantee" has the meaning given to it in the Agreement;
- 1.1.21. "Procurement Committee" means a committee constituted by the Procuring Agency to evaluate Bids in accordance with the requirements of the Bidding Documents and PPR;
- 1.1.22. "PPRA" means Punjab Procurement Regulatory Authority;
- 1.1.23. "PPR" means Punjab Procurement Rules 2014 amended up till date;
- 1.1.24. "Procuring Agency" means the Punjab Food Authority, constituted under section 3 of the Punjab Food Authority Act, 2011 (as amended from time to time);
- 1.1.25. "Purchase Order" has the meaning given to it in the Agreement;
- 1.1.26. "Specifications" means the specification of each Item, as set out in clause 2 of the Bidding Documents;
- 1.1.27. "Technical Bid Evaluation Criteria" means the criteria specified in clause 1.15, for the evaluation of Technical Proposals;
- 1.1.28. "Technical Proposal" means the technical proposal submitted by the Bidder containing complete information and specification in respect of the relevant Items in respect of which the Bid is submitted, as per the requirements of the Bidding Documents;
- 1.1.29. "Technically Qualified Bidder" means Bidder who, in the opinion of the Procurement Committee, fulfills the Technical Bid Evaluation Criteria, as per the requirements specified therein; and
- 1.1.30. "Term" has the meaning given to it in the Agreement.

## 2. Bid Scope

- 1.2.1. The Procuring Agency invites Bids for the provision of Items.
- 1.2.2. Bids shall comprise complete information in the Technical Proposals corresponding with the Technical Bid Evaluation Criteria and Financial Proposal corresponding to the rates specified in the Specifications.
- 1.2.3. A Bidder may submit Bid with respect to only one Item or for all or more than one Item, subject to fulfilling the conditions laid down in the Bidding Documents.

## 3. Delivery Schedule

- 1.3.1. The Contractor shall be liable to deliver Item(s) within the timelines specified in the Purchase Order.
- 1.3.2. In case of any delay, late delivery charges @ 0.067% of the total cost of the relevant Purchase Order shall be levied every day beyond the stipulated time of delivery, subject to maximum 10% of the cost of relevant Purchase Order.
- 1.3.3. Days will be counted immediately from Effective Date of signing of the Agreement.

## 4. Eligibility Criteria

A Bidder must:

- 1.4.1. be registered with sales tax and income tax department. In this respect, Bidder must submit copies of NTN Certificate and sales tax certificate GST/PST);
- 1.4.2. provide professional tax certificate-2022-23 with challan form;
- 1.4.3. submit an undertaking on a valid and attested E-stamp Paper of PKR 200/- stating that the Bidder is neither blacklisted nor debarred from participating in any public procurement process of any Provincial or Federal Government Department, Agency, Authority, Organization or autonomous/local body anywhere in Pakistan; and
- 1.4.4. conform to the requirements specified in clause 1.1.5 (Determination of Responsiveness of the Bidder).

**Note: Verifiable documentary proof for all above requirements is a mandatory requirement, non-compliance of which shall lead to disqualification of Bidder.**

Technical Proposals shall be evaluated as per the Technical Bid Evaluation Criteria. The Financial Proposals of the technically qualified Bidders i.e., Bidders who achieve minimum technical qualification marks, shall be evaluated as per the requirements set out herein.

## **5. Joint Venture**

- 1.5.1. Joint venture is not eligible for this Bid.

## **6. Amendment of the Bidding Documents**

- 1.6.1. The Procuring Agency may, at any time prior to the deadline for submission of Bids, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Bidding Documents, on any account, for any reason. All amendment(s) shall be part of the Bidding Documents and binding on the Bidder(s).
- 1.6.2. The Procuring Agency shall notify the amendment(s) in writing to the prospective Bidders as per PPR.
- 1.6.3. The Procuring Agency may, at its exclusive discretion, amend the Bidding Documents to extend the deadline for the submission of the Bid in light of rule-25(4) of PPR.
- 1.6.4. Queries of the Bidders (if any) for seeking clarifications in respect of the Bidding Documents must be received in writing to the Procuring Agency at the address specified in the Invitation to Bid, at least 7 days before Bid submission date. Any query received after the said date shall not be entertained. All queries shall be responded to within due time.

## **7. Preparation and Submission of Bids**

- 1.7.1. The Bid and all documents relating to the Bid, exchanged between the Bidder and the Procuring Agency, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Bid.
- 1.7.2. Bids must be properly bound (book bind / tape bind), all required documents be annexed as per clause 1.1.5 (*Determination of Responsiveness of the Bidder*) and with proper page numbers otherwise Bid shall be rejected.
- 1.7.3. Bidding Documents shall contain Financial Proposal proforma, as set out in clause 3 (*Proforma of Financial Proposal advertising and publicity*) of the Bidding Documents.
- 1.7.4. Bidder shall provide Bid Security, as per provisions of the clause 1.9 (*Bid Security*) of the Bidding Documents.
- 1.7.5. Bidders' authorized representatives are required to affix 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.



- 1.7.6. In case the last date of submission of Bids is declared as a public holiday by the Government, the next official working day shall be last date of submission of Bids accordingly. The time and venue shall remain the same.
- 1.7.7. The Bidder shall submit Bid which complies with the Bidding Documents. Alternative Bids shall not be considered. The attention of Bidders is drawn to the provisions of these Bidding Documents Clauses regarding “Determination of Responsiveness of the Bidder” and “Rejection/Acceptance of the Bid” for making their Bids substantially responsive to the requirements of the Bidding Documents.
- 1.7.8. It shall 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 Agreement awarded under this bidding process shall be entertained by the Procuring Agency. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.
- 1.7.9. It must clearly be understood that the terms and conditions and specifications are intended to be strictly enforced. No escalation/de-escalation (price fluctuations) shall be accepted/applicable on the approved rates.
- 1.7.10. No extra charges on account of delivery, loading/unloading etc. or any other excuse shall be paid to the Contractor.
- 1.7.11. Bidders shall enclose brochure as well as catalogues/leaflets/literature and other technical documentary proof of imported Item(s) (if any).
- 1.7.12. Bidders are also required to state, in their Bids, 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.

## **8. Bid Price**

- 1.8.1. Bid Price shall be inclusive of all taxes and details on the prescribed proforma of Financial Proposal duly signed and stamped by Bidder on each page along with the covering letter of the Bidder on letterhead of the Bidder.
- 1.8.2. Bid Price shall include all charges up to the delivery and / or installation points (as the case may be) at Punjab Food Authority Office(s).
- 1.8.3. Bidders are bound to give their lowest rational Item wise rates inclusive of all taxes and Financial Proposal shall be evaluated on the basis of Item-wise rate.

- 1.8.4. Bidders are bound to submit genuine offers after fulfilling the requirements of the Bidding Documents. Incomplete and false information shall lead to rejection of the Bids and may result in blacklisting of the Bidder and forfeiture of the Bid Security.
- 1.8.5. Bidders shall submit their rates as per specification(s)/samples/standards or equivalent, acceptable to Procuring Agency.
- 1.8.6. Bidders shall fill up the proforma of Financial Proposal provided in the Bidding Documents.
- 1.8.7. Prices quoted by the Bidders shall be fixed during the Term and not subject to variation on any account. A Bid submitted with an adjustable price/optional quotation shall be treated as non-responsive and therefore will be rejected.

## **9. Bid Security**

- 1.9.1. A Bidder shall furnish the Bid Security as mentioned in Bidding Documents with following conditions:

- 1.9.1.1. Denominated in Pak Rupees.

- 1.9.1.2. Amount of Bid Security shall be 2% of the Estimated Cost of quoted Item(s).

- 1.9.1.3. Bid Security shall be calculated against each Item. In case Bidder Bids for more than one Item, the Bidder may furnish Bid Security cumulatively for all Items quoted in the form of one security.

- 1.9.1.4. Bid Security shall be submitted as part of Technical Proposal, failing which the Bid shall be rejected.

- 1.9.1.5. In the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Director General Punjab Food Authority.

- 1.9.2. Bid Security of the Lowest Evaluated Bidder shall be retained by the Procuring Agency until furnishing of the Performance Guarantee.

- 1.9.3. The Bid Security shall be forfeited by the Procuring Agency, on the occurrence of any of the following conditions:

- 1.9.3.1. If the Bidder withdraws its Bid during the period of the Bid validity.

- 1.9.3.2. If the Bidder, having been notified of the acceptance of the Bid by the Procuring Agency during the period of the Bid validity, fails or refuses to furnish the Performance Guarantee, in accordance with the Bidding Documents.

1.9.3.3. If the Lowest Evaluated Bidder to whom letter of award has been issued, fails to sign the Agreement within the stipulated time.

1.9.4. The Bid Security shall be returned to the technically unsuccessful Bidder with unopened / sealed Financial Proposal.

## **10. Bid Validity**

1.10.1. Bids shall remain valid for a period of 180 days after the date of opening of Technical Proposals.

1.10.2. The Procuring Agency may solicit the Bidder's consent for an extension of the validity period of the Bid. The request and the response there-to shall be made in writing. If the Bidder agrees to extension of validity period of the Bid, the validity period of the Bid Security shall also be suitably extended. The Bidder may refuse extension of validity period of the Bid and Bidder is allowed to withdraw the Bid without forfeiture of the Bid Security under rule 28 of PPR.

## **11. Withdrawal of the Bid**

1.11.1. A Bidder may, by written notice served on the Procuring Agency, modify or withdraw the Bid after submission of the Bid, prior to the deadline for submission of the Bids.

1.11.2. A Bid, withdrawn after the deadline for submission of the Bids and prior to the expiration of the period of the Bid validity, shall result in forfeiture of the Bid Security.

## **12. Opening of the Bid**

1.12.1. Technical Proposals shall be opened at 12:00 PM on the last date of submission of Bids in the presence of Procurement Committee and the Bidders shall ensure presence of themselves or their authorized representatives as per provision of rule-30 of PPR.

1.12.2. In case the last date of submission of Bids is declared as a public holiday by the Government, the next official working day shall be last date of submission of Bids accordingly. The time and venue shall remain the same.

## **13. Clarification of the Bid**

Under rule-33 of PPR:

1.13.1. The Procuring Agency may, if necessary, after the opening of the Bids, seek and accept such clarifications of the Bid that do not change the substance of the Bid.

1.13.2. No Bidder shall be allowed to alter or modify its Bid after the closing time for the submission of the Bids.

- 1.13.3. Any request for clarification in the Bid, made by the Procuring Agency and its response, shall invariably be in writing.

## **14. Qualification and Evaluation of Bids**

- 1.14.1. The Procuring Agency will determine, to its satisfaction, whether a Bidder is qualified to perform the obligations set out in the Agreement satisfactorily, and in accordance with the evaluation criteria prescribed in the Bidding Documents.
- 1.14.2. The determination will take into account Bidder's financial and technical capabilities as per the requirements of the Bidding Documents. It will be based upon an examination of the documentary evidence of the Bidder qualifications submitted by the Bidders.
- 1.14.3. The Procuring Agency will technically evaluate and compare the Bids, which have been determined to be substantially responsive, as per the requirements of the Bidding Documents.
- 1.14.4. Technically Qualified Bidder shall be intimated accordingly, and the technically disqualified / non-responsive Bidder may collect its Financial Proposal subject to submitting an application to Procuring Agency with the contents that it is satisfied with the technical results announced by Procuring Agency and it has no obligation with respect to the bidding process conducted pursuant to the Bidding Documents.
- 1.14.5. Procuring Agency may consider a single Bid, if it is responsive as per Rule 55 of PPR.

## 15. Determination of Responsiveness of the Bidder

1.15.1. Firstly, Technical Proposals shall be evaluated by the Procurement Committee in the light of following Technical Bid Evaluation Criteria:

| <b>TECHNICAL BID EVALUATION CRITERIA<br/>(ALL DOCUMENTS ARE REQUIRED)</b> |  |  |                                |
|---|--|--|--------------------------------|
| <b>Sr.</b>  | <b>Description</b>   | <b>Marks<br/>(To be filled in by the<br/>Procuring Agency)</b>                           | <b>Supporting<br/>Annexure</b> |
| <b>1.</b>   | Valid Income Tax Registration Number<br>(Status Active with FBR)   | <b>Mandatory</b>   |                                |
| <b>2.</b>   | Valid GST/PST Registration Number<br>(Status Active) 100% Compliance   | <b>Mandatory</b>   |                                |
| <b>3.</b>   | Submission of undertaking on valid and attested <b>E-stamp Paper</b> that the Bidder is neither blacklisted nor debarred by any of provincial or Federal Government Department, Authority, Agency, Organization or autonomous/Local body anywhere in Pakistan<br><b>NOTE: old yellow-colored Stamp papers are not accepted</b> | <b>Mandatory</b>   |                                |
| <b>4.</b>   | Professional Tax Certificate 2022-23 Must be With Challan Form   | <b>Mandatory</b>   |                                |
| <b>5.</b>   | Enlistment by the Government Printing press as approved "A" class printer  | <b>Mandatory</b>   |                                |
| <b>6.</b>   | Income Tax Returns for Last 3 years<br>"01-07-2019 to 30-06-2022"<br>(Returns must be provided)  | <b>If provided for 3 years<br/>then 10 Marks.<br/>Less than 3 years then 0<br/>marks</b> |                                |
| <b>7.</b>   | Years of establishment<br>(From Registration date of NTN)  | <b>Maximum 5 Marks<br/>1 Mark for each year</b>  |                                |
| <b>8.</b>   | Relevant Experience - Sale/Supply of related items/ Equipment/ goods/ services in any Govt. Department/Autonomous body. (Provide work order with Values)   | <b>Maximum 25 Marks<br/>1 mark for sale of One<br/>Million PKR-</b>                      |                                |

|     |  |                         |  |
|-----|--|-------------------------|--|
| 9.  | <p>Financial Worth: Bank Statement from 01-07-2021 to 31-09-2022<br/>(Official Bank letter required for average inflow)</p> <p><b>1. 100 Million and above (30 Marks)</b><br/><b>2. 50 Million to less than 100 Million (20 Marks)</b><br/><b>3. Less than 50 Million (10 Marks)</b></p>   | <b>Maximum 30 Marks</b> |  |
| 10. | <p>General Experience:<br/>5 work orders of general experience with any govt. department/organization or with the registered Private companies:</p> <p><b>1. 20 Million and above (4 marks each)</b><br/><b>2. 10 Million to less than 20 Million (2 marks each)</b><br/><b>3. Less than 10 Million (1 mark each)</b></p>                  | <b>Maximum 20 Marks</b> |  |
| 11. | <p>Human Resource: Work Force / staff Detail (along with CV and CNIC)</p> <ul style="list-style-type: none"> <li>- <b>1 Manager (Minimum Qualification Master's Degree) (3 Marks)</b></li> <li>- <b>2 Supervisors (minimum Qualification Bachelor's degree) (1.5 mark each)</b></li> <li>- <b>4 support staff (1 Mark each)</b></li> </ul> | <b>Maximum 10 Marks</b> |  |

**Notes:**

1. A Bidder obtaining 70% marks in Technical Bid Evaluation Criteria shall be considered as Technically Qualified Bidder for sample inspection. Bidders obtaining less than 70% marks shall be considered as non-responsive.
2. The Technically Qualified Bidder shall provide samples of the relevant Item(s) for inspection (where applicable) according to the Specifications on date and time as specified by the Procuring Agency failing which the Bidder shall be disqualified.
3. A Bidder shall not be considered as technically qualified, unless the samples of the relevant Item(s) for which Bid has been submitted, are inspected and considered satisfactory and compliant to the requirements of the Bidding Documents by the Inspection Committee. The Financial Proposals of only those Technically Qualified Bidders shall be opened whose samples are inspected (where applicable) and approved by Inspection Committee.
4. A Bidder shall provide complete set of requisite information and documents as required in terms of the Bidding Documents (including the Specifications) along with the Bid, otherwise the Bid shall be rejected.
5. It is mandatory for Bidders who have worked with private organizations as suppliers or contractors to provide audit report for three years from 01-07-2019 to 30-06-2022 reflecting therein the evidence of maturity of relevant purchase orders/ contracts with private organizations otherwise their Bid shall be considered as non-responsive.

**Acknowledgement:**

1. A Bidder shall provide an acknowledgement and confirmation that:

- (a) the aforementioned criteria is acceptable to it and that it has no objection for observance of rule-2 (a) (e) and 4 of PPR; and
- (b) information / documents submitted as part of its Bid are correct, legal and duly signed and stamped on each page.

**SIGNATURE AND STAMP  
BIDDER**

## **16. Financial Bid Evaluation Criteria**

- 1.16.1. Financial Proposals of Technically Qualified Bidders after approved inspections (if applicable) shall be evaluated on the basis of least cost method. The Agreement shall be awarded to the Bidder whose Bid is Technically Qualified with approved inspection and has submitted Lowest Evaluated Bid.

## **17. Rejection of the Bid**

- 1.17.1. The Procuring Agency may reject all Bids at any time prior to the acceptance under rule-35(1) of PPR.
- 1.17.2. The Procuring Agency shall upon request, communicate to any Bidder, the grounds for rejection of its Bid, but shall not be required to justify those grounds.
- 1.17.3. A Bid shall be rejected if:
  - 1.17.3.1. It is submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents and / or specified mode (as the case may be).
  - 1.17.3.2. It is submitted incomplete, partial, conditional, alternative and / or late.
  - 1.17.3.3. It is subjected to interlineations / cuttings / corrections / erasures / over writing.
  - 1.17.3.4. The Bidder has conflict of interest with the Procuring Agency.
  - 1.17.3.5. The Bidder tries to influence the Bid evaluation / award of Agreement.
  - 1.17.3.6. The Bidder engages in corrupt or fraudulent practices in competing for the Agreement award.

- 1.17.3.7. The Bidder has been blacklisted by any public or private sector organization, in Pakistan or internationally.
- 1.17.3.8. The Bidder has been served any legal notices or displeasure letters by any public sector organization (in Pakistan or internationally) on serious failures to provide satisfactory Items.
- 1.17.3.9. The Bidder has mentioned any financial implication(s) in the Financial Proposal that are in contradiction to the Bidding Documents and Government rules and regulations.
- 1.17.3.10. There is any discrepancy between Bidding Documents and Bidder's Bid i.e. any non-conformity/inconsistency/informality/irregularity in the Bid.
- 1.17.3.11. Bidder submits any financial conditions as part of its Bid which are not in conformity with Bidding Documents.
- 1.17.3.12. Bidder fails to submit verifiable proofs against the mandatory documents.

**NOTE: Bids of participating Bidders shall comprise of complete information as per Technical Bid Evaluation Criteria as well as Proforma of Technical Proposal and Financial Proposal, in case of any cutting in Technical Proposal / Financial Proposal, it shall lead to rejection of Bid. Bids shall be evaluated on Item wise rate and Bidders can quote rates (inclusive of all taxes) against more than one Item subject to fulfilling the conditions laid down in the Bidding Documents but the Bid shall be evaluated on Item wise basis separately.**

## **18. Samples and Inspection**

- 1.18.1. A Bidder failing to submit sample (where applicable) to meet the required specification(s) and standards, shall be considered technically non-responsive.
- 1.18.2. Procuring Agency reserves the right to claim any sample free of cost for inspection as and when required. Bidder shall be responsible to provide the sample within 7 days after demanding by the Procuring Agency.
- 1.18.3. Inspection of material shall be carried out before final acceptance by the Inspection Committee. However, this shall not bar the Procuring Agency from carrying out inspection at any stage of procurement.
- 1.18.4. Contractor shall be responsible to lift unacceptable/rejected Item(s) at their own cost and shall be bound to provide the standardized, acceptable Item(s) with no time extension within stipulated period of time.



- 1.18.5. The Contractor shall be responsible for free replacement of rejected Item(s) by the Inspection Committee within the stipulated period of time. In case of failure, the Contractor shall be liable to pay the loss of the Procuring Agency.

## **19. Agreement Award Criteria**

- 1.19.1. Bids shall be evaluated according to Technical Bid Evaluation Criteria and other requirements specified in the Bidding Documents. Samples of Technically Qualified Bidder(s) shall be inspected by the Inspection Committee (where applicable). In case samples are not according to standards/specification(s) or not received on the specified date, the Bidder(s) shall be considered as non-responsive and their Technical Proposals shall be rejected.
- 1.19.2. Technically Qualified Bidders with approved sample inspection in the light of all pre-conditions, shall be qualified for opening of Financial Proposals. Agreement shall be awarded to the Lowest Evaluated Bidder after completion of all legal/codal formalities. Lowest Evaluated Bidder shall be a Technically Qualified Bidder with approved sample inspection and Lowest Evaluated Bid.

**NOTE: Lowest Evaluated Bid shall be considered against the Bid Price quoted against each Item. Financial Proposal shall be evaluated against each Item separately. Agreement shall be signed on Item-wise basis.**

## **20. Letter of Acceptance**

- 1.20.1. As per provisions of rule-(55) of PPR, the Procuring Agency shall issue the Letter of Acceptance to the successful Bidder, at least after 10 days of announcement of Bid evaluation reports under rule-(37) of PPR.

## **21. Performance Guarantee**

- 1.21.1. The successful Bidder, shall furnish Performance Guarantee as under:
- 1.21.1.1. Within 7 days, after issuance of Letter of Acceptance.
- 1.21.1.2. In the form of a bank guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Agreement.
- 1.21.1.3. For a sum equivalent to 10% of the Agreement Price,
- 1.21.1.4. Denominated in Pak Rupees;
- 1.21.2. The requirements with respect to maintenance and release of Performance Guarantee shall be as specified in the Agreement. No other shape or form of Performance Guarantee shall be acceptable with any validity less than the prescribed time period.

- 1.21.3. The Performance Guarantee shall be payable to the Procuring Agency, on occurrence of any of the conditions specified in the Agreement.
- 1.21.4. Failure of the successful Bidder to submit Performance Guarantee within given time period, shall constitute sufficient grounds for the forfeiture of the Bid Security along with other remedies available.

## **22.Redressal of grievances by the Procuring Agency**

- 1.22.1. After announcement of technical evaluation report, 1 day will be given to all Bidders for any kind of grievance related to technical grounds/technical evaluation report as per PPRA circular No. L and M (PPRA) 10-01/2011 Date: 20th May 2019.
- 1.22.2. According to PPRA circular No. L and M(PPRA)10-01/2011 Date: 20th May 2019 “After the lapse of given time between the declaration of technical evaluation report and opening of the Financial Proposal no grievance petition would be entertained concerning the technical qualification of successful bidder”.
- 1.22.3. After uploading the financial evaluation report, 10 days will be given according to rule - 67(2) of PPR for any kind of grievance regarding financial evaluation report.

## **23.Signing Of Agreement**

- 1.23.1. The Procuring Agency will notify the successful Bidder whose Bid has been accepted, the Procuring Agency will send the Bidder the Agreement provided in the Bidding Documents.
- 1.23.2. The Agreement shall be signed within fifteen days of issuance of Letter of Acceptance.

## **24.Payment schedule:**

- 1.24.1. Payment shall be made upon satisfactory delivery of Items as per Purchase Order, and fulfillment of documentary and codal formalities, as per the Agreement.

**Note: Bids or any documents comprising the Bids received through courier may not be entertained.**

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## 2. PROFORMA OF TECHNICAL PROPOSAL ADVERTISING AND PUBLICITY

### SPECIFICATIONS FOR THE PURCHASE OF BELOW MENTIONED ITEMS (ADVERTISING AND PUBLICITY)

| Sr. | Name of Item   | Estimated Quantity (A) | Per Unit Cost (B) | Estimated Cost C=(A*B) | Bid Security D= 2% of C |
|-----|--|------------------------|-------------------|------------------------|-------------------------|
| 1.  | Streamers<br>Size 6x3 feet China flex 310 gram with wooden Frame & installation & Removal in all Punjab Minimum Quantity Each city 100   | 15,000                 | 1,260             | 18,900,000             | 378,000                 |
| 2.  | Banners<br>Size 8x3 feet China flex 310 gram with wooden Frame & installation & Removal in all Punjab Minimum Quantity Each city 15      | 4,200                  | 1,400             | 5,880,000              | 117,600                 |
| 3.  | Standees<br>340 gram with panda Stand Size 5x2 feet  | 4,866                  | 1,680             | 8,174,880              | 163,498                 |
| 4.  | Hoardings<br>Size 20x10 feet China flex 310 gram with Iron Frame with installation & Removal in all Punjab Minimum Quantity Each city 10 | 158                    | 35,000            | 5,530,000              | 110,600                 |
| 5.  | Backdrop<br>Size 20x10 feet China flex 310 gram with Iron Frame & installation in all Punjab Minimum Quantity Each city 01               | 275                    | 22,000            | 6,050,000              | 121,000                 |
| 6.  | Dropdown<br>Size 10 x 10 china Flex 310 gram with wooden Frame installation & Removal size   | 200                    | 32,000            | 6,400,000              | 128,000                 |
| 7.  | Wall Flex<br>Size 30 x 10 china Flex 310 gram with wooden Frame installation & Removal size  | 65                     | 25,200            | 1,638,000              | 32,760                  |
| 8.  | Roll up Stand<br>Size 3 x 6 china Flex 340 gram  | 68                     | 7,000             | 476,000                | 9,520                   |

|  |   |        |        |                   |         |
|--|---|--------|--------|-------------------|---------|
| 9.   | Branding of Vehicles (Hi-Ace, APV, Cultus, Mehran, BRV, Bike etc.): Flex Sabri2000 Vinyle with lamination sheet1000, Fixing and removing charges should be included, (P.SQFT) | 65,000 | 230    | 14,950,000        | 299,000 |
| 10.  | Documentary One minute Production Cost (Including indoor & Outdoor video & Photography & Animated videos)   | 33     | 70,000 | 2,310,000         | 46,200  |
| 11.  | Digital Steamers One Day Cost may apply, minute for 3 Days  | 15,780 | 700    | 11,046,000        | 220,920 |
| 12.  | Video editing Per mint Editing Cost for Any type of Video Work, It includes video graphics and Animations   | 26     | 10,000 | 260,000           | 5,200   |
| 13.  | Giveaways Executive, Giveaway Box with Diary, Pen, key Chain, USB, Mug One May require one item either bouquet or Box   | 1,073  | 2,800  | 3,004,400         | 60,088  |
| 14.  | Directions Board with 3m reflector  | 105    | 35,000 | 3,675,000         | 73,500  |
| 15.  | Shields Glass & Wooden Shield Size 5x7 inch with Box  | 1,469  | 2,000  | 2,938,000         | 58,760  |
| 16.  | Glass Plates Wall Fixture Size 5x3 feet Glass 12 mm with Installation All Punjab, Minimum Quantity one time 10  | 374    | 5,000  | 1,870,000         | 37,400  |
| 17.  | Glass Plates Wall Fixture Size 2'x3' feet Glass 12 mm   | 14     | 3,000  | 42,000            | 840     |
| 18.  | Glass Plates Wall Fixture Size 6"x12" feet Glass 12 mm  | 14     | 2,100  | 29,400            | 588     |
| <b>Total Estimated Cost with Taxes (PKR)</b> |   |        |        | <b>93,173,680</b> |         |
| <b>Total Bid Security (PKR)</b>              |   |        |        | <b>1,863,474</b>  |         |

**Notes:**

- 1-** Evaluation formulated by the Procuring Agency shall be acceptable during whole executing period and supply shall be ensured as per approved sample and design in the procurement criteria.
- 2-** Prices of aforementioned Items must be filled on “**proforma of financial proposal**” and all pages should be duly signed and stamped.
- 3-** Proper required technical specification(s) and brand of all aforementioned Items must be quoted on proforma of Technical Proposal as well as on original letterhead of Bidder, failing which shall lead to disqualification.
- 4-** The quantities given in the Bidding Documents are estimated. The Procuring Agency is not bound to procure all Items as mentioned in the Bidding Documents.

***Bidder Signature and Stamp***

### 3. PROFORMA OF FINANCIAL PROPOSAL ADVERTISING AND PUBLICITY

**FIRM INFORMATION:**

**Name of Firm:** \_\_\_\_\_ **N.T.N.:** \_\_\_\_\_

**Postal/Temporarily Address:** \_\_\_\_\_

**Permanent Address:** \_\_\_\_\_

**Phone No.:**

**GST/PST REG. No:**

| Sr. | Name of Item   | Estimated Quantity (E) | Per Unit Bid Price inclusive of all Taxes (F) | Total Cost with Taxes G=(E*F) |
|-----|--|------------------------|---|-------------------------------|
| 1.  | Streamers<br>Size 6x3 feet China flex 310 gram with wooden Frame & installation & Removal in all Punjab Minimum Quantity Each city 100   | 15,000                 |   |                               |
| 2.  | Banners<br>Size 8x3 feet China flex 310 gram with wooden Frame & installation & Removal in all Punjab Minimum Quantity Each city 15      | 4,200                  |   |                               |
| 3.  | Standees<br>340 gram with panda Stand Size 5x2 feet  | 4,866                  |   |                               |
| 4.  | Hoardings<br>Size 20x10 feet China flex 310 gram with Iron Frame with installation & Removal in all Punjab Minimum Quantity Each city 10 | 158                    |   |                               |
| 5.  | Backdrop<br>Size 20x10 feet China flex 310 gram with Iron Frame & installation in all Punjab Minimum Quantity Each city 01               | 275                    |   |                               |
| 6.  | Dropdown<br>Size 10 x 10 china Flex 310 gram with wooden Frame installation & Removal size   | 200                    |   |                               |
| 7.  | Wall Flex  | 65                     |   |                               |

|     |  |        |  |  |
|-----|--|--------|--|--|
|     | Size 30 x 10 china Flex 310 gram with wooden Frame installation & Removal size   |        |  |  |
| 8.  | Roll up Stand<br>Size 3 x 6 china Flex 340 gram  | 68     |  |  |
| 9.  | Branding of Vehicles (Hi-Ace, APV, Cultus, Mehran, BRV, Bike etc.): Flex Sabri2000<br>Vinyle with lamination sheet1000, Fixing and removing charges should be included, (P.SQFT) | 65,000 |  |  |
| 10. | Documentary One minute Production Cost (Including indoor & Outdoor video & Photography & Animated videos)  | 33     |  |  |
| 11. | Digital Steamers<br>One Day Cost may apply, minute for 3 Days  | 15,780 |  |  |
| 12. | Video editing<br>Per mint Editing Cost for Any type of Video Work, It includes video graphics and Animations   | 26     |  |  |
| 13. | Giveaways<br>Executive, Giveaway Box with Diary, Pen, key Chain, USB, Mug One May require one item either bouquet or Box   | 1,073  |  |  |
| 14. | Directions Board<br>with 3m reflector  | 105    |  |  |
| 15. | Shields Glass & Wooden Shield<br>Size 5x7 inch with Box  | 1,469  |  |  |
| 16. | Glass Plates Wall Fixture<br>Size 5x3 feet Glass 12 mm with Installation<br>All Punjab, Minimum Quantity one time 10   | 374    |  |  |
| 17. | Glass Plates Wall Fixture<br>Size 2'x3' feet Glass 12 mm   | 14     |  |  |
| 18. | Glass Plates Wall Fixture<br>Size 6"x12" feet Glass 12 mm  | 14     |  |  |

**NOTE:**

- **Rate must be quoted on this proforma otherwise Bid shall not be entertained.**
- **Specifications of all aforementioned Items are same as mentioned in Technical Form.**

***Bidder Signature and Stamp***

## 4. FIRM PROFILE

| Sr. No. | Descriptions  | Details |
|---------|---|---------|
| 1.      | Firm Name   |         |
| 2.      | Postal Address  |         |
| 3.      | Permanent Address   |         |
| 4.      | Nature of Business<br>(Must Be approved from tax department at the time of registration) evidence must be provided. |         |
| 5.      | Owner's Name  |         |
| 6.      | CNIC  |         |
| 7.      | Mobile Number   |         |
| 8.      | Valid NTN Number  |         |
| 9.      | CDR Number  |         |
| 10.     | CDR Date  |         |
| 11.     | Bid security (Yes/No)   |         |
| 12.     | Bid Fee (Yes/No)  |         |

**Note: Ensure that** all details are attached and the columns of details are filled according to above mentioned sequence.

***Bidder Signature and Stamp***



## **5. BID SUBMISSION FORM**

To,

Director General  
Punjab Food Authority  
83-C New Muslim Town, Lahore

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged and affirmed, the undersigned, offer to render [Project Title \_\_\_\_\_] in conformity with the said Bidding Documents for the sum of [total bid amount in words and figures \_\_\_\_\_] or such other sums as may be ascertained in accordance with the proforma of Financial Proposal attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, we ensure to provide the Items in accordance with the delivery schedule and the Agreement, and, prior to execution of the Agreement no right accrues.

If our Bid is accepted, we shall obtain the guarantee of a bank in a sum equivalent to 10% percent of the Agreement Price for the due performance of the Contract, in the form prescribed/ required by the Procuring Agency. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening or as required by Procuring Agency under relevant clause of the Bid validity, and it shall remain binding upon us and shall be accepted at any time before the expiration of that period.

We further affirm that all the information/documents attached with the Bidding Documents are genuine/original/true copies and no document/information is fabricated or bogus.

In any case of doubt and at any stage of procurement process or thereafter for the verification purpose the Procuring Agency has right to seek the clarification from the undersigned and call any document / record to authenticate/verification of the submitted documents from undersigned or any institution. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

| Name and address of Agent | Amount and Currency | Purpose of Commission or gratuity |
|---------------------------|---------------------|-----------------------------------|
| _____                     | _____               | _____                             |
| _____                     | _____               | _____                             |
| _____                     | _____               | _____                             |

(if none, state "none")

We understand and no objection that Procuring Agency is not bound to accept the lowest or any received bid and may cancel the process at any time.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_

[Signature]                      [In the capacity of]

Duly authorized to sign Bid for and on behalf \_\_\_\_\_

## 6. UNDERTAKING

### FOR NON-DISCLOSURE OF INFORMATION

1. With reference to Items required by Procuring Agency for \_\_\_\_\_, it is hereby asseverated and acknowledged that the confidential/sensitive or any other restricted information provided/acquired by Procuring Agency during the period of our contract period shall be solely used for the intended purpose only. The undersigned Bidders/Contractor shall be under obligation not to share any confidential data or such data/information prohibited by Procuring Agency with any person/ kinsman during or after the completion/termination of the Agreement.
2. If there is a requirement for sharing of any information/data etc., related to procuring Agency with any other person, authority, department, entity or public or private institution, company etc., the undersigned Bidders/Contractor shall not share any information/data without prior permission from the competent authority of Procuring Agency, for such purpose.
3. In case of any breach related to non-disclosure of data, undersigned Bidders/Contractor shall be bound to accept the responsibility and to pay any damages/loss determined by Procuring Agency or any other penalty imposed by Procuring Agency. Moreover, Procuring Agency reserves the right to initiate any legal proceedings against the undersigned before the court of competent jurisdiction and in such case the undersigned shall bear all the expenditures borne by the Procuring Agency in relation to the court proceedings.
4. The above undertaking is correct and true to the best of my knowledge and belief. We have read and understood the above contents and accepted/signed the same without any duress, undue influence or pressure, coercion and with my free consent.

Name \_\_\_\_\_ Signature \_\_\_\_\_

## 7. DOCUMENT CHECKLIST

Bidder should provide these and other documents if mention in the Bidding Documents:

| SR. | DOCUMENTS REQUIRED  | ATTACHED |
|-----|---|----------|
| 1.  | Bidding Documents Fee – evidence shall be pasted outside of the main envelope; the evidence shall be presented at the time of bid submission        |          |
| 2.  | Proforma of Technical Proposal  |          |
| 3.  | Valid Income Tax Registration Number (Status Active with FBR)   |          |
| 4.  | Valid GST/PST Registration Number (Status Active) 100% Compliance   |          |
| 5.  | Submission of undertaking on valid and attested E-stamp Paper   |          |
| 6.  | Professional Tax Certificate 2022-23 Must be With Challan Form  |          |
| 7.  | Years of establishment (From Registration date of NTN)  |          |
| 8.  | Bid Security (Original) attached with Technical Proposal  |          |
| 9.  | Signed and stamped Bidding Documents and all attachment documents   |          |
| 10. | Proof of Relevant Experience  |          |
| 11. | Bank statement from 01-07-2021 to 31-09-2022  |          |
| 12. | The Bidder working with any Govt. Department /organization or the Bidder working with the Registered Private Companies (Provide work/Supply orders) |          |
| 13. | Undertaking for Non-Disclosure of Information   |          |
| 14. | Bid Submission Form   |          |
| 15. | Firm Detail Form  |          |
| 16. | Performance Guarantee Form  |          |
| 17. | Financial Proposal Form   |          |
| 18. | Nature of Business (Must Be approved from tax department at the time of registration) evidence must be provided.                                    |          |

**Note:** This checklist is made only for the use of Bidder to check/ confirm its documents attachment, which is not the part of the Bidding Documents. In case of any conflict between check list and Bidding Documents the words or figures/ statement given in Bidding Documents shall prevail.

# **Annexure A – Framework Agreement**

## **8. FRAMEWORK AGREEMENT**

BETWEEN

PUNJAB FOOD AUTHORITY

**- and -**

[THE CONTRACTOR]

RELATING TO  
[INSERT DESCRIPTION]

DATED [●]

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**THIS FRAMEWORK AGREEMENT** is made on [●], at Lahore, Pakistan.

**BETWEEN:**

- (1) **PUNJAB FOOD AUTHORITY**, a statutory body constituted pursuant to section 3 of the Punjab Food Authority Act, 2011, with its office located at 83-C, New Muslim Town, Lahore, Punjab, Pakistan (“**Procuring Agency**” which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in interest, administrators and permitted assigns); and
- (2) [**INSERT NAME OF CONTRACTOR**], [**insert description of contractor (company, partnership etc.,)**] established under the Laws of Pakistan having place of business located at [●] (the “**Contractor**” which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in interest, administrators and permitted assigns).

**RECITALS:**

- (A) The Procuring Agency invited proposals from interested parties for the procurement of the Item pursuant to the RFP.
- (B) The Contractor was selected as the successful bidder for the Item in terms of the RFP and issued the letter of acceptance dated [**INSERT DATE**] by the Procuring Agency.
- (C) In accordance with the requirements of the RFP, the Parties are entering into this Agreement.
- (D) This Agreement sets out detailed terms and conditions on which the Contractor will supply Item in specified quantities to the Procuring Agency.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:**

## **1. DEFINITIONS AND INTERPRETATION**

### **1.1 DEFINITIONS**

- 1.1.1 Except where the context requires otherwise, the capitalized terms used in this Agreement (including the recitals) shall have the following meanings:

“**Agreement**” means this Framework Agreement and all appendices hereto;

“**Authority**” means the Punjab Public Procurement Regulatory Authority, established under the PPRA Act;

“**Bid**” means the technical and financial proposal submitted by the Contractor in response to the RFP;

“**Contractor**” has the meaning given to it in the preamble;

“**Corrupt Practice**” has the meaning given to it in PPRA Act;

**“Delivery Acceptance Certificate”** means the certificate issued by the Inspection Committee in accordance with clause 4.2.2(a) following the inspection of an Item delivered;

**“Delivery Date”** has the meaning given to it in clause 4.1.2;

**“Delivery Point”** means delivery point as specified in the Purchase Order where the Item is to be delivered in accordance with this Agreement;

**“Delivery Rejection Certificate”** means the certificate issued by the Inspection Committee in accordance with clause 4.2.2(b) following the inspection of an Item delivered;

**“Effective Date”** means the date on which the Parties have signed this Agreement;

**“Force Majeure Event”** means any event beyond the reasonable control of a Party and which by the exercise of diligence and reasonable care could not be overcome by the affected Party such as strikes, lock-outs or other industrial disturbances (other than strikes by the staff of the Contractor), acts of war, wars whether declared or not, terrorism, blockades, insurrection, riots, landslides, earthquakes, storms, lightning, floods, civil disturbances, explosions or other acts of nature;

**“Inspection Committee”** means the committee notified by the Procuring Agency for inspection of Items;

**“Item”** means the item, as set out in appendix 1, to be supplied by the Contractor pursuant to the Purchase Order and in terms of this Agreement;

**“Item Price”** means the price of the Item quoted by the Contractor in its Bid as set out in appendix 1;

**“Law”** means all federal, provincial and local laws of Pakistan, and all orders, rules, regulations, executive orders, statutory regulatory orders, decrees, judicial decisions, notifications, or other similar directives issued by a competent authority in Pakistan, as any of them may be amended, substituted, replaced or re-promulgated from time to time;

**“Non-Compliant Item”** has the meaning given to it in clause 4.2.2(b);

**“Order Period”** means the period commencing from the Effective Date and expiring on the day ending on June 30, 2023;

**“Parties”** means collectively the Procuring Agency and the Contractor, and **“Party”** means any of them;

**“Performance Guarantee”** means an the irrevocable, unconditional and on-demand bank



guarantee (and any replacement thereof), in favour of the Procuring Agency, in an amount equal to Pakistani Rupees [INSERT AMOUNT] only (PKR [INSERT AMOUNT]/-), issued by a scheduled bank in Pakistan acceptable to the Procuring Agency, in the form set out in appendix 3;

“**Performance Guarantee Expiry Date**” has the meaning given to it in clause 3.6.3;

“**PPRA Act**” means the Punjab Procurement Regulatory Authority Act, 2009 (including any amendments, modifications or any re-enactment thereof);

“**PPR**” means the Punjab Procurement Rules, 2014 framed under the PPRA Act (including any amendments, modifications or any re-enactment thereof);

“**Procuring Agency**” has the meaning given to it in the preamble;

“**Purchase Order**” means a purchase order in the form set out in appendix 2, issued by the Procuring Agency, from time to time during the Order Period, for the purchase of Item for the Item Price, in such quantities as specified therein;

“**Release Certificate**” means the certificate to be issued by the Procuring Agency, confirming, *inter alia*, that the Contractor has fulfilled its obligations under this Agreement including the Warranty Obligations;

“**RFP**” means the request for proposals document issued on [●] (as amended, varied or supplemented) issued by the Procuring Agency in terms of the PPR read with the PPRA Act;

“**Specifications**” means the specifications for the Item to be delivered by the Contractor, as specified in appendix 1;

“**Term**” means the period commencing from the Effective Date and expiring on the last day of the Warranty Period;

“**Warranty Obligation**” has the meaning given to it in clause 5.1.1; and

“**Warranty Period**” has the meaning given to it in clause 5.1.1.

## **1.2 Interpretation**

1.2.1 In this Agreement, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) provisions including the word “agree”, “agreed” or “agreement” require the agreement

to be recorded in writing;

- (d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (e) references to clauses and appendices are, unless the context otherwise requires, references to clauses or appendices to this Agreement;
- (f) a reference to any legislation or legislative provision includes any statutory modification, amendment, or re-enactment of or legislative provision substituted for, and any subordinate legislation under that legislation or legislative provision;
- (g) unless otherwise provided herein, whenever a consent or approval is required by one Party from the other Party, such consent or approval shall not be unreasonably withheld or delayed;
- (h) except as provided in clause 9.4 (*Confidentiality*), nothing shall be construed or interpreted as limiting, diminishing or prejudicing in any way the rights of the Procuring Agency to claim any benefit provided under applicable Laws (whether in effect at the Singing Date or in the future);
- (i) headings shall not be taken into consideration in the interpretation of this Agreement;
- (j) the words “including”, “includes” and any variants of those words will be read as if followed by the words “without limitation”;
- (k) any reference to a party includes its respective successors in interest and permitted assigns, from time to time; and
- (l) a reference to business day(s) hereunder will be construed as a reference to a day on which banks are open for business in Punjab, Pakistan.

## **2. THE PROCURING AGENCY**

### **2.1 Inspection Committee**

- 2.1.1 The Inspection Committee shall carry out inspection of Item delivered by the Contractor pursuant to the Purchase Order, in accordance with the clause 4.2.
- 2.1.2 The Inspection Committee may require the Contractor to submit such information as it may deem necessary for the inspection of the Item to ensure that the Item delivered by the Contractor in the quantity as specified in the Purchase Order and meets the Specifications, and if so requested, the Contractor shall fully and without delay comply with such information request.

### **2.2 Instructions**

- 2.2.1 During the Term, the Procuring Agency may issue to the Contractor, from time to time, such instructions as it deems fit to ensure the Contractor performs its obligations under this Agreement. Each such instruction shall be issued in writing and shall be binding on the Contractor.

### **2.3 Procuring Agency's Representative**

- 2.3.1 The Procuring Agency shall designate one or more persons as its representative to act on its behalf under this Agreement and to perform such functions as may be delegated to it by Procuring Agency.
- 2.3.2 Unless and until the Procuring Agency notifies the Contractor otherwise, the Procuring Agency's representative shall be deemed to have the full authority of the Procuring Agency under this Agreement, except in respect of clause 6 or any right to amend this Agreement.
- 2.3.3 If the Procuring Agency wishes to replace any person appointed as its representative, the Procuring Agency shall give the Contractor not less than 3 days' notice of the replacement's name, address, duties and authority, and of the date of appointment.

## **3. THE CONTRACTOR**

### **3.1 Contractor's General Obligations**

- 3.1.1 The Contractor hereby covenants with the Procuring Agency that it shall:
- (a) deliver the Item in such quantities as required in terms of the Purchase Order, within the timelines specified thereunder;
  - (b) ensure that the Item delivered in terms of the Purchase Order, meets the Specifications;
  - (c) replace the Item, rejected by the Inspection Committee, free of cost to the Procuring Agency within the revised delivery time as specified by the Procuring Agency;
  - (d) ensure that all consents, orders, authorizations, waivers, approvals and any other actions, or registrations, declarations or filings with, any person, board or body, public or private, that are required to be obtained by the Contractor in connection with the execution, delivery or performance of this Agreement will be obtained as and when required under the applicable laws (including Laws);
  - (e) obtain and maintain during the Term the relevant insurances for the Item as

may be required by the Procuring Agency;

- (f) comply with its obligations with regards to the installation of Item, supply of spare parts, training of staff of the Procuring Agency for the use of the Item, as may be specified in appendix 1, at its own costs; and
- (g) comply with all other obligations set out in this Agreement including its Warranty Obligation.

3.1.2 Any data or information received by the Contractor, from the Procuring Agency, its representative or the Inspection Committee or any approval or certification given to the Contractor from the Procuring Agency, shall not relieve the Contractor from its responsibility for delivery of Item in accordance with Purchase Order, as per the Specifications and shall not result in any increase in the Item Price.

3.1.3 The Contractor shall comply with applicable Laws for the delivery, inspection and installation of the Item.

### **3.2 Contractor's Representative**

3.2.1 The Contractor shall appoint one or more persons as its representative, to act on behalf of the Contractor under this Agreement, having all authority necessary to act on the Contractor's behalf under this Agreement.

3.2.2 The Contractor shall not, without the prior consent of the Procuring Agency, revoke the appointment of its representative or appoint a replacement.

3.2.3 The Contractor's representative may, with prior notice to the Procuring Agency, delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation.

3.2.4 The appointment of a representative by the Contractor shall not relieve the Contractor of its obligations under this Agreement.

### **3.3 Unforeseeable Difficulties**

3.3.1 Except as otherwise stated in this Agreement:

- (a) the Contractor shall be deemed to have obtained all necessary information as to potential risks, contingencies and other circumstances which may influence or affect its obligations under this Agreement;
- (b) by signing this Agreement, the Contractor accepts total responsibility and risk for having foreseen all difficulties and costs for performing its obligations under this Agreement; and

- (c) the Item Price shall not be adjusted to take account of any unforeseen difficulties or costs.

### **3.4 Submission of documents**

- 3.4.1 With each quantity of the Item delivered in terms of the Purchase Order and this Agreement, the Contractor shall submit such information and documentation (including manuals, certification, comprehensive technical literature in original in English language, complete details of the manufacturer (i.e., verifiable official addresses, official website, telephone numbers, e-mail addresses of sales and customer support *etc.*) as may be necessary to instruct the Procuring Agency to use the Item.

### **3.5 Contractor's acknowledgements and undertakings**

- 3.5.1 The Contractor acknowledges and confirms that:
  - (a) it has investigated, evaluated and considered all factors with regards to the supply of Item in accordance with this Agreement, and no claim whatsoever, including claims regarding extension of timeline or adjustment to Item Price, shall be entertained by the Procuring Agency.
  - (b) it has satisfied itself as to the correctness and sufficiency of the Item Price; and
  - (c) the Item Price covers all things necessary for the delivery and installation of the Item, as well as training of staff of the Procuring Agency for the use of the Item, as per the Specifications.

### **3.6 Performance Guarantee**

- 3.6.1 Prior to the Effective Date, the Contractor shall deliver to the Procuring Agency the Performance Guarantee for proper performance by the Contractor of its obligations under this Agreement.
- 3.6.2 The Performance Guarantee shall be encashable in accordance with the terms thereof and shall be payable on the Procuring Agency's first written demand without any prior notice, reference or recourse to the Contractor for encashment.
- 3.6.3 The Contractor shall ensure that the Performance Guarantee is valid and enforceable (without further action) until date of issuance of Release Certificate. If the terms of the Performance Guarantee specify an expiry date (the "**Performance Guarantee Expiry Date**") and the Contractor has not received the Release Certificate by the date falling 28 days prior to the Performance Guarantee Expiry Date, the Contractor shall extend the validity of the Performance Guarantee, 28 days prior to the Performance Guarantee Expiry Date so as to keep it valid and enforceable up to the then anticipated date of issuance of Release Certificate as notified by the Procuring Agency.

- 3.6.4 The Procuring Agency shall be entitled to encash the Performance Guarantee in the event:
- (a) of failure by the Contractor to keep the Performance Guarantee valid or extend the validity of the Performance Guarantee as described in clause 3.6.3;
  - (b) of failure by the Contractor to pay the Procuring Agency delay liquidated damages pursuant to clause 4.1.3 within 5 days after the date of the delivery of the relevant invoice to the Contractor;
  - (c) the Performance Guarantee issuing bank ceases to be a scheduled bank in Pakistan, and the Contractor is unable to provide a substitute Performance Guarantee in accordance with clause 3.6.6;
  - (d) failure by the Contractor to perform its obligations under this Agreement,;
  - (e) the Procuring Agency terminates this Agreement under clause 6, irrespective of whether notice of termination has been given; and / or
  - (f) any other event, circumstance or provision stated under this Agreement which entitles the Procuring Agency to encash the Performance Guarantee.
- 3.6.5 The Procuring Agency shall return the Performance Guarantee to the Contractor within 28 days after the issuance of Release Certificate provided that, no event is subsisting that entitles the Procuring Agency to make a demand under the Performance Guarantee, nor are there any outstanding claims by the Procuring Agency under the Performance Guarantee.
- 3.6.6 Where, at any time subsequent to the issuance of the Performance Guarantee, the Performance Guarantee issuing bank ceases to be a scheduled bank, then, upon the instructions of the Procuring Agency, the Contractor shall within 7 days of receipt of such instructions from the Procuring Agency, procure from a scheduled bank in Pakistan acceptable to the Procuring Agency a substitute Performance Guarantee. Upon receipt of such substitute Performance Guarantee in the form and substance satisfactory to the Procuring Agency, the Procuring Agency shall return the earlier issued Performance Guarantee to the Contractor.

### **3.7 Contractor's Representations and Warranties**

- 3.7.1 The Contractor represents and warrants to the Procuring Agency that:
- (a) it has all requisite power and authority to conduct its business and to execute, to deliver and to perform its obligations under this Agreement;

- (b) there are no proceedings pending, or to the best of its knowledge, threatened for the liquidation or bankruptcy of the Contractor or that could materially adversely affect the performance by the Contractor of its obligations under this Agreement;
- (c) this Agreement has been duly authorised, executed and delivered by it and constitutes its legal, valid and binding obligation;
- (d) the execution and delivery of, and performance of its obligations under this Agreement by the Contractor does not and, will not constitute a violation of any statute, judgment, order, decree or regulation or rule of any court, governmental authority or arbitrator of competent jurisdiction applicable or relating to it, its assets or its businesses; and
- (e) it has adequate expertise and personnel to comply with its obligations under this Agreement.

#### **4. DELIVERY, INSPECTION AND PAYMENTS**

##### **4.1 Delivery of Item**

- 4.1.1 During the Order Period, the Procuring Agency shall from time to time, issue Purchase Orders for the purchase of Item in such quantities as may be specified therein.
- 4.1.2 The Contractor shall be liable to deliver the Item in such quantities at the Delivery Point within the timelines specified in the Purchase Order (the “**Delivery Date**”). Days will be counted immediately from the date of issuance of the relevant Purchase Order.
- 4.1.3 In case of any delay in delivery, late delivery charges at the rate of 0.067% of the total cost of the relevant Purchase Order, shall be levied every day beyond the Delivery Date, subject to maximum of 10% of the total amount specified in the Purchase Order. The Procuring Agency shall not be restricted from invoicing for such claimable amounts after the relevant Delivery Date.
- 4.1.4 The amounts specified in clause 4.1.3 have been calculated as representing the actual daily loss to the Procuring Agency for each day of delay, and constitute liquidated damages and are not a penalty. The Contractor waives, any defence as to the validity and quantum of any liquidated damages in this Agreement on the grounds that such liquidated damages are void as penalties or as not being reflective of the actual loss suffered by the Contractor.
- 4.1.5 The Contractor shall be responsible for delivering the Item at the Delivery Point, in compliance with the Specifications.

- 4.1.6 The Item shall be imported in the name of the Procuring Agency and shall, to the extent consistent with the applicable Laws, become the property of the Procuring Agency upon the receipt of payment by the Contractor against the same.
- 4.1.7 The Contractor warrants good title to Item delivered by the Contractor. The Contractor further guarantees that such title, when it passes to and vests in the Procuring Agency, will be free and clear of any and all liens, claims, charges, security interests, encumbrances and rights of other persons arising as a result of any actions or failure to act by the Contractor.
- 4.1.8 The Contractor shall be responsible for the payment of all fees, royalties and other charges, if any, that may be payable under the terms of any license or permission in respect of any patent rights, design, trademark, copyright or trade name, intellectual property right or other protected right relating to the manufacture, use and supply of the Item under this Agreement and the use thereof by the Procuring Agency. If any patent or another industrial right is infringed, the Contractor shall procure for the Procuring Agency the right (free of cost) of utilization either by modification to the effect that it is free of any third party's right or by procuring the third party's authorization of utilization.
- 4.1.9 The Contractor shall indemnify and hold harmless the Procuring Agency and its representatives, against and from all claims, damages, losses and expenses (including any legal fees) that may be incurred by the Procuring Agency with regards to any patent rights, design, trademark, copyright or trade name, intellectual property right or other protected right relating to the manufacture, use and supply of the Item under this Agreement and the use thereof by the Procuring Agency. In the event of any claim being made or proceeding instituted against the Procuring Agency to which clause 4.1.9 applies, the Procuring Agency shall promptly notify the Contractor thereof and the Contractor shall, at its own cost, deal with such claim or conduct such proceedings and settle such claims and any litigation or arbitration that may arise from it.

## **4.2 Inspection of Items**

- 4.2.1 Upon delivery of the Item at the Delivery Point, the Inspection Committee shall inspect the Item, along with the relevant documentation (if any) with respect to the Item, to ensure that the Item meets the Specifications.
- 4.2.2 Following inspection of the Item, the Inspection Committee shall either:
- (a) issue a Delivery Acceptance Certificate, verifying that the Item is in the required quantity as specified in the Purchase Order and complies with the Specifications; or
  - (b) issue Delivery Rejection Certificate, if the Inspection Committee determines (along with providing the reasons for rejection) that the Item is not in the



required quantity as specified in the Purchase Order and / or does not comply with the Specifications ("**Non-Compliant Item**").

- 4.2.3 In the event of issuance of a Delivery Rejection Certificate, the Contractor shall replace the Non-Compliant Item within the time period as specified in the Delivery Rejection Certificate (or such other period as agreed between the Parties). Thereafter, the inspection procedure set out in clause 4.2.2 shall be repeated for the Non-Compliant Item and the Delivery Acceptance Certificate shall be issued once the relevant Item is accepted in accordance with clause 4.2.2(a).
- 4.2.4 Any defect or deficiency in the Non-Compliant Item shall be remedied by the Contractor, at its sole cost and risk.
- 4.2.5 Prior to the delivery of the Item, the Inspection Committee (or its representative) shall have the right to:
- (a) inspect the Item at the place of manufacture or at the location where the Item will be shipped from; or
  - (b) if applicable, attend factory acceptance tests for the Item, or at its option, review the results of any factory acceptance tests already performed.

The Contractor shall ensure the Inspection Committee (or its representative) is given unhindered access and rights to carry out its duties assigned by the Procuring Agency and shall give timely notices to the Inspection Committee (or its representative) to witness all tests carried out in respect of the Item.

- 4.2.6 The Contractor shall be liable to bear all expenses and costs that may be incurred for the inspection of the Item by the Inspection Committee (or its representative).

### **4.3 Payment for Items**

- 4.3.1 After the issuance of the Delivery Acceptance Certificate, the Contractor shall be entitled to submit an invoice to the Procuring Agency in respect of the Item for which the Delivery Acceptance Certificate has been issued.
- 4.3.2 The Contractor's invoice shall specify the Item, its quantity delivered and its relevant amount as set out in the Purchase Order, and shall be supported with a copy of the Delivery Acceptance Certificate, including such other documentation and / or information as may be required by the Procuring Agency.
- 4.3.3 Upon verification by the Procuring Agency of the invoice and the documentation / information submitted by the Contractor in terms of clause 4.3.1 and clause 4.3.2, the Procuring Agency shall make the relevant payment to the Contractor, subject to availability of budget, within 30 days thereafter.
- 4.3.4 The mode of payment shall be determined by the Procuring Agency at the time of

making the relevant payment.

- 4.3.5 No payment shall be made in advance or against partial deliveries.
- 4.3.6 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.
- 4.3.7 The Contractor shall not charge prices for the Item varying from the Item Price as specified in the Purchase Order.
- 4.3.8 The Procuring Agency shall be under no obligation to purchase the Item from the Contractor. Where the Procuring Agency elects to purchase the Item from the Contractor, the Procuring Agency may purchase from time to time such quantities of the Item as it deems necessary during the Order Period upto the maximum quantity of the Item set out in appendix 1. The Parties may mutually agree to increase such maximum quantities subject to compliance with applicable Laws.
- 4.3.9 The Contractor confirms that the Item Price shall not be changed for whatsoever reason throughout the Term.

## **5. WARRANTY PERIOD AND RELEASE CERTIFICATE**

### **5.1 Warranty Period**

- 5.1.1 The warranty period in respect of the Item for which the Delivery Acceptance Certificate has been issued in accordance with this Agreement, shall be as specified in appendix 1, provided that the Warranty Period shall stand renewed any time the Contractor, in compliance with its Warranty Obligation, is required to replace the Item (the “**Warranty Period**”). During the Warranty Period, the Contractor shall, at its own costs, be liable to make good (within such time as reasonably determined by the Procuring Agency) any defect or deficiency in respect of the Item (including replacement thereof), as may be notified from time to time by the Procuring Agency and, in each case, to the satisfaction of the Procuring Agency (the “**Warranty Obligation**”).
- 5.1.2 If, in the sole opinion of the Procuring Agency, any defect or deficiency appears or damage occurs to the Item during its Warranty Period, the Procuring Agency shall notify the Contractor. The Procuring Agency’s omission to do so shall not relieve the Contractor from Warranty Obligation in respect of the Item within the relevant Warranty Period.
- 5.1.3 In the event the Contractor fails to fulfill its obligations during the Warranty Period in respect of the Item, the Procuring Agency shall be entitled to make a claim under the Performance Guarantee.

### **5.2 Release Certificate**

- 5.2.1 Upon the expiry of the Warranty Period for the Item supplied by the Contractor pursuant to the last Purchase Order, the Contractor may apply by notice to the Procuring Agency for the issuance of Release Certificate.
- 5.2.2 The Procuring Agency shall, within 7 days after receiving the Contractor's application:
- (a) issue the Release Certificate to the Contractor; or
  - (b) reject the application, giving reasons and specifying the work required to be done by the Contractor to enable the Release Certificate to be issued. The Contractor shall then complete such works before issuing a further notice under clause 5.2.2.
- 5.2.3 This Agreement shall not be considered to be completed until the Release Certificate has been signed by the Procuring Agency and delivered to the Contractor, stating the date on which all obligations of the Contractor under this Agreement have been completed.

## **6. TERMINATION AND BLACKLISTING**

### **6.1 Termination for Default**

- 6.1.1 The Procuring Agency, without prejudice to any other remedy for breach of contract under Law, by written notice to the Contractor, may terminate this Agreement:
- (a) if the Contractor fails to deliver the Item as per the Purchase Order within the specified period(s), or within any extension thereof granted by the Procuring Agency;
  - (b) if the Contractor fails to perform any other obligation(s) under this Agreement;
  - (c) if the Contractor fails to furnish, keep valid, enhance and maintain in full effect the Performance Guarantee in accordance with this Agreement;
  - (d) any material litigation is commenced against the Contractor which materially impacts its performance of this Agreement;
  - (e) any statement, representation or warranty by the Contractor in this Agreement or in any certificate or other instrument provided by the Contractor in connection herewith proves to have been incorrect, in any material respect, when made or when deemed to have been made and such failure or incorrect statement, representation or warranty is likely to have a material and adverse effect on the rights or obligations of the Procuring Agency hereunder or on the Contractor's ability to perform its obligations under this Agreement; or
  - (f) if the Contractor, in the judgment of the Procuring Agency, has engaged in

## Corrupt Practices.

- 6.1.2 As soon as practicable after issuance of a notice of termination under clause 6.1.1, the Procuring Agency shall determine whether any sums are due and payable to the Contractor in terms of this Agreement, for the obligations which the Procuring Agency considers have been completed in accordance with this Agreement. After deducting amounts representing any losses, damages and extra costs that may have been incurred by the Procuring Agency, the Procuring Agency shall pay any balance due to the Contractor.

### **6.2 Termination for Insolvency**

- 6.2.1 The Procuring Agency may at any time terminate this Agreement by giving written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

### **6.3 Termination for Convenience**

- 6.3.1 The Procuring Agency may at its absolute discretion and at any time, terminate this Agreement for convenience by giving at least 15 days' notice to the Contractor, whereupon this Agreement shall terminate on the date of termination specified therein.
- 6.3.2 In the event of termination of this Agreement pursuant to clause 6.3.1, the provisions of clause 6.1.2 shall apply.

### **6.4 Blacklisting Mechanism**

- 6.4.1 The Procuring Agency may, in terms of the PPR read with PPRA Act, for a specified period, debar the Contractor from participating in any public procurement, if the Procuring Agency determines that the Contractor has:
- (a) acted in a manner detrimental to the public interest or good practices;
  - (b) consistently failed to perform its obligation under this Agreement; or
  - (c) indulged in any Corrupt Practice.
- 6.4.2 If Procuring Agency debars a Contractor, the Procuring Agency:
- (a) shall forward the decision to the Authority for publication on its website; and
  - (b) may request the Authority to debar the Contractor for procurement of all "*procuring agencies*" as defined in the PPRA Act.

## **7. FORCE MAJEURE**

- 7.1** If either Party considers that a Force Majeure Event has occurred which may affect performance of its obligations under this Agreement, it shall promptly notify the other Party giving details of the nature, the probable duration and the likely effect of the Force Majeure Event within 7 days of its occurrence.
- 7.2** Provided a notice has been duly given by the affected Party in accordance with clause 7.1, then during the duration of any Force Majeure Event, neither Party will be responsible or liable to the other for any failure or delay in performance of its obligations or be deemed to be in breach of this Agreement, to the extent that such failure or delay is caused by a Force Majeure Event.
- 7.3** The affected Party shall give notice to the other Party when it ceases to be affected by the Force Majeure Event.
- 7.4** The affected Party will use all reasonable efforts and will ensure that it uses all reasonable efforts to mitigate the effects of a Force Majeure Event. The affected Party will continue to perform its obligations under this Agreement as far as it is reasonably practical and will seek all reasonable alternative means for performance of its obligations not prevented by the Force Majeure Event.
- 7.5** In case of occurrence of a Force Majeure Event, provided that the Contractor is in compliance with its other obligations under the Agreement, the Contractor, in the sole determination of the Procuring Agency:
- (a) shall not be liable for any failure or delay in performing its obligations under or pursuant to this Agreement during the existence of such Force Majeure Event; and
  - (b) shall be entitled to an extension to any timelines under this Agreement, provided, that (i) in no event shall the Term be extended and (ii) no relief, including without limitation the extension relevant timelines, shall be granted to the Contractor to the extent that such failure or delay would have nevertheless been experienced by the Contractor had the Force Majeure Event not occurred or that such failure or delay was caused by the failure of the Contractor to comply with its obligations under this Agreement.
- 7.6** If a Force Majeure Event occurs which continues for a period exceeding 60 consecutive days, the Procuring Agency may give to the Contractor a notice of termination of this Agreement which shall take effect 30 days after the giving of the notice.

## **8. DISPUTE RESOLUTION**

### **8.1 Amicable Settlement**

- 8.1.1 The Parties agree to attempt to resolve any dispute arising under this Agreement promptly, amicably and in good faith. Each Party shall designate a representative who shall be entitled to enter into discussions to resolve by amicable agreement any

dispute in connection with this Agreement.

## **8.2 Arbitration**

- 8.2.1 Any dispute arising out of or in connection with this Agreement that has not been resolved amicably in accordance with clause 8.1.1, shall be settled by arbitration in accordance with the Arbitration Act, 1940 (as amended, supplemented or modified), by Secretary Food, Government of Punjab.
- 8.2.2 The arbitration proceedings, and the award shall be rendered in the English language.
- 8.2.3 The arbitration shall be conducted in Lahore, Pakistan. Except as awarded by Secretary Food, Government of Punjab, each Party shall be responsible for its own costs incurred by it in connection with an arbitration hereunder.
- 8.2.4 The decision of Secretary Food, Government of Punjab shall be final and binding upon the Parties. Judgment upon the award rendered by Secretary Food, Government of Punjab, may be entered in any court of competent jurisdiction. The Party in whose favor the award is given may enforce such award or judgment in any jurisdiction, including any jurisdiction where the other Party's assets may be located.

## **8.3 Performance to Continue During Dispute**

- 8.3.1 Notwithstanding any reference of a dispute to the amicable settlement or arbitration herein, the Parties shall (to the extent practicable) continue to perform their respective obligations under this Agreement unless they otherwise agree.

## **9. MISCELLANEOUS**

### **9.1 Communications**

- 9.1.1 Except as expressly provided in this Agreement, every certificate, notice, instruction, direction, order, consent or decision to be given under this Agreement shall be given in writing to the respective addressee at the corresponding address specified below (or such other address and / or addressee as the Parties may notify to each other) in writing upon 07 days advance notice and shall be effective when received) and shall be deemed effective as follows:
- (a) if delivered personally, upon delivery;
  - (b) if sent by post, upon certified receipt;
  - (c) if sent by a courier service, upon receipt;
  - (d) if sent by e-mail, upon a returned receipt.

9.1.2 If to Contractor:

Address: [●]

Tel.: [●]

Email: [●]

Attention:[●]

If to Procuring Agency:

Address: [●]

Tel.: [●]

Email: [●]

Attention:[●]

## **9.2 Law and Language**

9.2.1 This Agreement shall be governed by and construed in accordance with the laws of Pakistan.

9.2.2 If there are versions of any part of this Agreement which are written in more than one language, the English language version shall prevail.

9.2.3 The language for all communications, documents, equipment interface and signage to be provided or required under this Agreement shall be English. The Contractor shall not be entitled to an extension of time, or to any costs incurred in each case for arranging English language translations for any communications, documents, equipment interface and signage to be provided or required under this Agreement.

## **9.3 Assignment**

9.3.1 The Contractor shall not be entitled to assign, either in whole or in part, any of its rights and obligations under this Agreement to any party without the prior written consent of the Procuring Agency.

## **9.4 Confidentiality**

9.4.1 The Contractor shall hold (and shall procure that its representatives shall hold) in confidence all documents and other information whether technical or commercial supplied to it by or on behalf of the Procuring Agency and all information and documents obtained by it in the course of any inspection performed in accordance with the terms of this Agreement, and shall not, save as required by Law, publish or otherwise disclose or use the same for its own purposes otherwise than as may be required to perform its obligations under this Agreement.

9.4.2 The provisions set out in clause 9.4.1 shall not apply to:

- (a) any information in the public domain otherwise than by breach of this Agreement;
- (b) information in the possession of the Contractor before divulgence as aforesaid, and which was not obtained under any obligation of confidentiality; and
- (c) information obtained from a third party who is free to divulge the same, and which is not obtained under any obligation of confidentiality.

## **9.5 Compliance with Laws**

9.5.1 The Contractor shall, in performing its obligations under this Agreement, comply with all applicable Laws. Unless otherwise stated in this Agreement (including the Specifications):

- (a) the Contractor shall bear costs of stamp duties and similar charges (if any) imposed by laws in Pakistan in connection with entry into this Agreement;
- (b) the Contractor shall obtain and maintain all necessary consents and approvals as may be required for performing its obligations under this Agreement; and
- (c) any fines imposed upon or other penalties incurred by the Contractor for non-compliance with the applicable laws (including Laws) or other actions taken pursuant thereto (including in relation to any consents and approvals) shall not be reimbursed by the Procuring Agency but shall be the sole responsibility of the Contractor.

## **9.6 No Liability for Review**

9.6.1 No review, non-objection, approval or acceptance by the Procuring Agency (or the Inspection Committee) of any agreement, document or instrument proposed by the Contractor shall relieve the Contractor from any liability that it would otherwise have had in the preparation of such agreement, document, instrument, or failure to comply with applicable laws (including Laws) or to satisfy its obligations under this Agreement, except as otherwise specified in this Agreement. The Procuring Agency (or the Inspection Committee) is not liable to the Contractor or any other person by reason of its review, non-objection, approval or acceptance of any agreement, document or instrument, except as otherwise specified in this Agreement.

## **9.7 No Waiver**

9.7.1 No waiver by either Party of any default or defaults by the other Party in the performance of any of the provisions of this Agreement:

- (a) shall operate or be construed as a waiver of any other or further default or



defaults whether of a like or different character; or

- (b) shall be effective unless in writing duly executed by a duly authorised representative of such Party; or
- (c) the waiver of any breach or failure to enforce any of the terms, covenants or conditions of this Agreement shall not in any way affect, limit, modify or waive the future enforcement of such terms, covenants or conditions.

9.7.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement, nor time or other indulgence granted by one Party to the other shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

## **9.8 Relationship of the Parties**

9.8.1 This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

## **9.9 Survival**

9.9.1 Cancellation, expiration or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration or termination, including, without limitation, warranties, remedies, promises of indemnity and confidentiality.

## **9.10 Affirmation**

9.10.1 The Contractor declares and affirms that it has not paid nor has it undertaken to pay and that it shall in the future not pay any bribe, pay-offs, kick-backs or unlawful commission and that it has not in any other way or manner paid any sums, whether in Pakistani currency or foreign currency and whether in Pakistan or abroad, or in any other manner given or offered to give any gifts and presents in Pakistan or abroad to any person or company to procure this Agreement, and the Contractor undertakes not to engage in any of the said or similar acts during the term of and relative to this Agreement.

## **9.11 Priority of Documents**

9.11.1 The documents forming this Agreement are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence:

- (a) this Agreement (other than the appendices);
- (b) the Specifications;
- (c) the appendices (other than those mentioned above);
- (d) the Bid; and
- (e) any other documents forming part of this Agreement.

### **9.12 Agreement Modification**

- 9.12.1 No oral or written modification of this Agreement, either, before or after its execution, shall be of any force or effect unless such modification is in writing and signed by the Parties.

### **9.13 Severability**

- 9.13.1 In the event of any part of this Agreement being ineffective, such part shall be deemed to be severed and the validity of the remaining portion shall not be affected, provided such ineffectiveness is without prejudice to the essence of this Agreement. Notwithstanding, the provisions of the preceding sentence, should any term or provision of this Agreement be found to be invalid by any relevant authority having jurisdiction thereof, the Procuring Agency shall immediately take such steps as it may deem necessary to eliminate such invalidity.

### **9.14 Limitation of Liability**

- 9.14.1 No Party shall be liable to the other in contract, tort, warranty, strict liability, or any other legal theory for any indirect, consequential, incidental, punitive, or exemplary damages, except as expressly provided herein.

### **9.15 Indemnity**

- 9.15.1 The Contractor shall indemnify and hold harmless the Procuring Agency, its representatives and the Inspection Committee, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of any loss or bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of this Agreement by the Contractor or its representatives.

### **9.16 Extension of Agreement**

- 9.16.1 This agreement may extended for further two years subject to the willingness of both parties.

## APPENDIX 1 – ITEM

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*[Insert the table setting out the Item for which this Agreement is to be executed. Please ensure that for the Item, the maximum quantity, Specifications, Item Price (as per Bid) as well as Warranty Period have each been specified]*

| <b>Sr.<br/>No.</b> | <b>Item</b> | <b>Item Price</b> | <b>Maximum<br/>Quantity</b> | <b>Specifications</b> | <b>Warranty<br/>Period</b> |
|--------------------|-------------|-------------------|-----------------------------|-----------------------|----------------------------|
|--------------------|-------------|-------------------|-----------------------------|-----------------------|----------------------------|

## APPENDIX 2 – FORM OF PURCHASE ORDER



No. DG(PFA)/AD(P)/2022/\_\_\_\_\_  
**OFFICE OF DIRECTOR GENERAL  
PUNJAB FOOD AUTHORITY**  
83-C, New Muslim Town, Lahore.

Dated: \_\_\_\_\_

To,

**M/S Contractor Name,  
Contractor Postal Address.**

Subject: **SUPPLY ORDER FOR THE PURCHASE OF OFFICE STATIONERY**

With reference to the technical and financial Bid opening of (Framework Agreement 2022-23) under the guidelines of PPRA rule-38(2), being a lowest evaluated Bidder, your Bid for the supply of below-mentioned Item(s) has been accepted by Procuring Agency with the below-mentioned terms and conditions:

| Sr.# | Description of Items.                  | QTY | Contractor Name |       |
|------|--|-----|-----------------|-------|
|      |  |     | Rate            | Total |
| 1.   |  |     |                 |       |
| 2.   |  |     |                 |       |
| 3.   |  |     |                 |       |
| 4.   |  |     |                 |       |
| 5.   |  |     |                 |       |
| 6.   |  |     |                 |       |
| 7.   | <b>TOTAL WITH ALL APPLICABLE TAXES</b> |     |                 |       |

### **Terms & Conditions:**

- You are hereby directed to deliver the aforementioned Items(s) within 30 days from the issuance of purchase order as per specification.
- You are directed to please coordinate with the official/officer to conduct the acceptance tests with in the stipulated delivery period.

- The stamp duty @ 0.25% of the Contract Price will be deposited by you within seven (07) days of the issuance of purchase order.
- In case of any delay, late delivery charges @ 0.067% of the total cost of the relevant Purchase Order shall be levied every day beyond the stipulated time of delivery, subject to maximum 10% of the cost of relevant Purchase Order.
- Any deviation from the specification shall be deemed as violation of Bidding Documents and you'll be bound to replace the delivered Items as per specification.
- The rates accepted are inclusive of all taxes and duties payable by the contractor as per law.
- Income tax/PST/GST will be deducted at source as per rule applicable.
- Payment will be made upon provision of delivery challan and inspection carried out by the concerned or nominated officer.

**ASSISTANT DIRECTOR  
(PROCUREMENT)  
PUNJAB FOOD AUTHORITY**

**C.C:**

1. ADG (Admin & Finance), Punjab Food Authority.
2. Deputy Director (Admin), Punjab Food Authority.
3. PA to Worthy Director General, Punjab Food Authority.
4. Store Keeper, Punjab Food Authority, Lahore.
5. Office Copy.

**APPENDIX 3 – FORM OF PERFORMANCE GUARANTEE**

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To,

Director General  
Punjab Food Authority  
83-C New Muslim Town, Lahore

WHEREAS [name of Contractor] (hereinafter called “the Contractor”) has undertaken, in pursuance of Agreement No. [Reference number of the contract\_\_\_\_\_] dated \_\_\_\_\_ 20\_\_\_\_ to supply [description of Items] (hereinafter called the “Agreement”).

AND WHEREAS it has been stipulated by you in the said Agreement that the Contractor shall furnish you with a bank guarantee by a schedule bank for the sum specified in Performance Guarantee clause, as security for compliance with the Contractor’s performance obligations in accordance with the Agreement.

AND WHEREAS we have agreed to give the Contractor a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, for the sum of PKR (in figures\_\_\_\_\_) (inwards\_\_\_\_\_) and undertake to pay to the you, upon your first written demand declaring the Contractor to be in default under the Agreement and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand.

This guarantee is valid until the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

**SIGNATURE AND SEAL OF GUARANTORS**

**Name:** \_\_\_\_\_ **CNIC:** \_\_\_\_\_

**Designation:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature/Seal:** \_\_\_\_\_

**SIGNATURE PAGES**

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IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorised representatives as of the date first written above.

**PUNJAB FOOD AUTHORITY**

Signature .....

Name (block capitals) .....

Title .....

In the presence of:

Witness signature .....

Witness name  
(block capitals) .....

Witness signature .....

Witness name  
(block capitals) .....

**[NAME OF CONTRACTOR]**

Signature .....

Name (block capitals) .....

Title .....

In the presence of:

Witness signature .....

Witness name  
(block capitals) .....

Witness signature .....

Witness name  
(block capitals) .....