



## **BIDDING DOCUMENTS**

Bid Opening Date 28-08-2024  
Bid Receive Time 11:00 AM  
Bid Opening Time 12:45 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 Pre-Qualification 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 shall be evaluated in accordance with the prescribed technical 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.

## **E-PROCUREMENT**

1. The Procurement shall be made through PPRA E-Procurement Portal. The interested Bidders are required to get themselves registered on E-Procurement Portal and apply for the Pre-Qualification
2. However, in case of any technical fault/issue, or as the system is new for the Procuring Agency and Bidders, Bidders are requested to submit hard copy of Bids in a sealed envelope as described in clause 1.6 (preparation of Bid). Bidder are also required to submit original Security as described in clause 1.7 (Security) in the office of Procuring Agency within 10 days after uploading Bidding Documents on PPRA website or E-Procurement Portal.
3. In case bidders find any difficulty while applying/submission/registration, bidders may find help on this links, [www.E-procurment.com](http://www.E-procurment.com).
4. Procuring Agency shall follow E-procurement process for pre-qualification and Request for Proposal. Therefore, any discrepancies found in Bid uploaded on E-Procurement Portal and hard copy of Bid submitted in the office of Procuring Agency. The Bid uploaded on E-Procurement shall prevail.

## 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 across all districts of Punjab, 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 PPRA’s ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)) and Procuring Agency’s ([www.pfa.gop.pk](http://www.pfa.gop.pk)) websites, and have also been advertised in print media.

The Bidding Documents can be downloaded free of cost, from the PPRA’s ([www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk)) website, Procuring Agency’s ([www.pfa.gop.pk](http://www.pfa.gop.pk)) website or E-procurement ([www.eprocure.gov.pk](http://www.eprocure.gov.pk)) Portal. Bidders can also purchase Bidding Documents from the office of Procuring Agency. In that case, Bidders are required to submit deposit slip of PKR. 2,000/- (to be deposited in bank account no. “**6580008969800018**”, Bank of Punjab having title “**Director General Punjab Food Authority**” and NTN: 9021314-2).

The Bids must be uploaded on E-Procurement Portal and also submitted hard copy of bids (by hand) in the office of Assistant Director (Procurement), Punjab Food Authority located at 83-C New Muslim Town Lahore on or before August 28, 2024 till 11:00 A.M. If Bidder did not upload the Bid on E-Procurement Portal its hard copy of Bid shall not be accepted/entertained.

Proposals shall be opened by the Evaluation Committee on the same day at 12:45 PM 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. Bids received through courier shall not be considered and shall be returned.

All Bids shall be prepared as per the requirements of the Bidding Documents. Interested Bidders are required to submit Security in the form of a Demand Draft / Pay Order / Call Deposit having amount PKR. 200,000/-, against each category in favor of the “Director General Punjab Food Authority Lahore”, within 10 days after uploading Bidding Documents on PPRA website or E-procurement Portal.

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**

## **TABLE OF CONTENTS**

<b>1. INSTRUCTIONS TO BIDDERS .....</b>	<b>6</b>
<b>2. FIRM PROFILE .....</b>	<b>17</b>
<b>3. BID SUBMISSION FORM.....</b>	<b>18</b>
<b>4. UNDERTAKING .....</b>	<b>19</b>
<b>5. DOCUMENT CHECKLIST.....</b>	<b>20</b>

# 1. INSTRUCTIONS TO BIDDERS

## 1.1. Definitions

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

- 1.1.1. “Agreement” means the pre-qualification agreement to be entered into between the Procuring Agency and the Contractor for the procurement of Items;
- 1.1.2. “Bid” means the proposal submitted by a Bidder in response to the Bidding Documents on E-Procurement Portal and office of Procuring Agency;
- 1.1.3. “Bid Evaluation Criteria” means the criteria specified in clause 1.12, for the evaluation of Bids;
- 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 prequalified Agreement) issued by the Procuring Agency for the procurement of Items;
- 1.1.6. “Contractor” means the successful bidder(s), with whom the agreement is executed;
- 1.1.7. “Day” means a calendar day;
- 1.1.8. “Effective Date” has the meaning given to it in the Agreement;
- 1.1.9. “Force Majeure” has the meaning given to it in the Agreement;
- 1.1.10. “Instructions to Bidders” means the instructions to bidders set out in clause 1 of the Bidding Documents;
- 1.1.11. “Items” means goods (including any relevant services) to be procured by the Procuring Agency;
- 1.1.12. “PPRA” means Punjab Procurement Regulatory Authority;
- 1.1.13. “PPR” means Punjab Procurement Rules 2014 amended up till date;
- 1.1.14. “E-Procurement Portal” E-procurement Portal or E-pads means the process of purchasing goods or services using electronic methods, typically over the internet. PPRA notify that E-procurement is mandatory for all public offices, attached departments, autonomous bodies, companies and authorities from 01-07-2024;
- 1.1.15. “Evaluation Committee” means a committee constituted by the Procuring Agency to evaluate Bids in accordance with the requirements of the Bidding Documents and PPR;

- 1.1.16. "Pre-Qualified Bidder" means Bidder who, in the opinion of the Evaluation Committee, fulfills the Bid Evaluation Criteria, as per the requirements specified therein;
- 1.1.17. "Procuring Agency" means the Punjab Food Authority, constituted under section 3 of the Punjab Food Authority Act, 2011 (as amended from time to time); and
- 1.1.18. "RFP" means the request for proposal document may be issued by Procuring Agency to Pre-Qualified Bidders or advertised on E-Procurement Portal from time to time (as per requirement) for seeking Bid price of Items mentioned in RFP;
- 1.1.19. "Security" means Pre-qualification security/guarantee submitted by a Bidder in the form of Demand Draft / Pay Order / Call Deposit Receipt, with Bid to secure the obligations of the Bidder;

## **1.2. Bid Scope**

- 1.2.1. The scope of the "Plant & Machinery" category within procurement focuses on acquiring and managing various equipment and appliances that are essential for maintaining the comfort, safety, and operational efficiency of the Punjab Food Authority (PFA) offices. This category includes items that ensure the physical environment is conducive to both productivity and regulatory compliance. The scope includes:

### **Environmental Comfort and Control:**

- **Air Conditioners:** Units for cooling and maintaining comfortable indoor temperatures, essential for creating a conducive working environment, especially during hot weather.
- **Electric Heaters:** Devices for providing warmth during colder months, ensuring that office spaces remain comfortable and operational year-round.
- **Ceiling Fans:** Energy-efficient fans to enhance air circulation and maintain a balanced indoor climate in office areas.
- **Electric Coolers:** Appliances for cooling drinking water and other refreshments, contributing to employee comfort and well-being.

### **Safety and Regulatory Compliance:**

- **Metal Detectors:** Security devices used for detecting metal objects, ensuring safety and compliance with security protocols at entry points or sensitive areas within the PFA offices.

### **Storage and Refrigeration:**

- **Refrigerators:** Appliances for storing perishable items, medicines, or samples at regulated temperatures, ensuring they are kept in optimal condition.
- **Batteries:** Power sources for various office equipment, including backup batteries for emergency systems and small appliances.

### **Air Quality and Hygiene:**

- **Air Curtains:** Devices installed at entryways to prevent the entry of dust, insects, and outside air, maintaining a clean and controlled indoor environment.
- **Electric Air Purifiers (if applicable):** Devices for improving indoor air quality by removing pollutants and allergens.

1.2.2. Bids shall comprise complete information in the Bids corresponding with the Bid Evaluation Criteria.

## **1.3. Eligibility Criteria**

A Bidder must:

- 1.3.1. 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);
- 1.3.2. provide professional tax certificate-2024-25 with challan form;
- 1.3.3. submit an undertaking on a valid and attested E-stamp Paper of PKR 1200/- 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
- 1.3.4. conform to the requirements specified in clause 1.12.

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

Bids shall be evaluated as per the Bid Evaluation Criteria.

## **1.4. Joint Venture**

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

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



- 1.5.1. 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).
- 1.5.2. The Procuring Agency shall notify the amendment(s) in writing to the prospective Bidders as per PPR.
- 1.5.3. 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.
- 1.5.4. Queries of the Bidders (if any) for seeking clarifications in respect of the Bidding Documents must be upload on E-procurement Portal and also received in writing to the Procuring Agency at the address specified in the Invitation to Bid, within 7 days after uploading on PPRA website. Any query received after the said date shall not be entertained. All queries shall be responded to within due time.

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

- 1.6.1. 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.
- 1.6.2. Hard copy of Bids must be properly bound (book bind / tape bind), all required documents be annexed as per clause 1.12 and with proper page numbers.
- 1.6.3. If any discrepancies found in Bid uploaded on E-procurement Portal and hard copy of Bid submitted in Procuring Agency office. The Bid uploaded on E-Procurement Portal shall prevail.
- 1.6.4. Bidder shall provide Security, as per provisions of the clause 1.7 of the Bidding Documents.
- 1.6.5. 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.
- 1.6.6. 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.
- 1.6.7. 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

- 1.6.8. It shall be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever, shall be entertained by the Procuring Agency.
- 1.6.9. It must clearly be understood that the terms and conditions and specifications are intended to be strictly enforced.
- 1.6.10. Bidders shall enclose brochure as well as catalogues/leaflets/literature and other technical documentary proof (if any).
- 1.6.11. 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.
- 1.6.12. Bidders' authorized representative must have authorization letter otherwise shall not be allowed to participate in Bid opening meeting.

## **1.7. Security**

- 1.7.1. A Bidder shall furnish the Security as mentioned in Bidding Documents with following conditions:
  - 1.7.1.1. Denominated in Pak Rupees.
  - 1.7.1.2. Amount of Security shall be PKR: 200,000/-.
  - 1.7.1.3. Security shall be submitted within 10 days of uploading Bidding Documents on E-Procurement Portal or PPRA website, failing which the Bid shall be not be accepted.
  - 1.7.1.4. In the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Director General Punjab Food Authority.
- 1.7.2. Security of the Pre-Qualified Bidders shall be retained by the Procuring Agency for complete financial year.
- 1.7.3. The Security shall be forfeited by the Procuring Agency, on the occurrence of any of the following condition:
  - 1.7.3.1. If the Bidder withdraws its Bid during the period financial year.
  - 1.7.3.2. If Pre-Qualified Bidder not response against any RFP.
- 1.7.4. The Security shall be returned to the unsuccessful Bidder.

**Note: If any Bidder submits fake, forged, or fabricated Security, the Procuring Agency reserves the right to initiate a blacklisting process or criminal proceedings**

**under the provisions of the Pakistan Penal Code 1860. This is in accordance with the PPRA circular regarding blacklisting upon fake or forged documents dated 20-03-2024.**

## **1.8. Withdrawal of the Bid**

- 1.8.1. 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.
- 1.8.2. A Bid, withdrawn or modified 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 Security.

## **1.9. Opening of the Bid**

- 1.9.1. Bids shall be opened at 12:45 PM on the last date of submission of Bids in the presence of Evaluation Committee and the Bidders shall ensure presence of themselves or their authorized representatives as per provision of rule-30 of PPR.
- 1.9.2. 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.

## **1.10. Clarification of the Bid**

Under rule-33 of PPR:

- 1.10.1. 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.
- 1.10.2. No Bidder shall be allowed to alter or modify its Bid after the closing time for the submission of the Bids.
- 1.10.3. Any request for clarification in the Bid, made by the Procuring Agency and its response, shall invariably be in writing.

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

- 1.11.1. The Procuring Agency will determine, to its satisfaction, whether a Bidder is prequalified to perform the obligations set out in the Bidding Documents satisfactorily, and in accordance with the evaluation criteria prescribed in the Bidding Documents.
- 1.11.2. 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.
- 1.11.3. 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.

- 1.11.4. Pre-Qualified Bidder shall be intimated accordingly, and the disqualified / non-responsive Bidder may collect its Security subject to submitting an application to Procuring Agency with the contents that it is satisfied with the results announced by Procuring Agency and it has no obligation with respect to the bidding process conducted pursuant to the Bidding Documents.

## 1.12. Determination of Responsiveness of the Bidder

- 1.12.1. Bids shall be evaluated by the Evaluation Committee in the light of following Bid Evaluation Criteria:

**Estimated Amount in PKR = 15,100,000**

<b>BID EVALUATION CRITERIA PLANT &amp; MACHINERY (ALL DOCUMENTS ARE REQUIRED)</b>		
<b>Sr.</b>	<b>Description</b>	<b>Marks (To be filled in by the Procuring Agency)</b>
<b>1.</b>	Valid Income Tax Registration Number (Status Active with FBR)	<b>Mandatory</b>
<b>2.</b>	Valid GST/PST Registration Number (Status Active) 100% Compliance	<b>Mandatory</b>
<b>3.</b>	Submission of undertaking on valid and attested <b>E-stamp Paper</b> of PKR 1,200/- 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 <b>NOTE: old yellow-colored Stamp papers are not accepted. E-Stamp paper shall be verified by official site of E-stamp paper. If found any discrepancies, legal action may be taken as per PPRA.</b>	<b>Mandatory</b>
<b>4.</b>	Professional Tax Certificate 2024-25, shall be With Challan Form. <b>Note: without challan form, Professional Tax Certificate shall not be accepted.</b>	<b>Mandatory</b>
<b>5.</b>	Income Tax Returns for Last 3 years "01-07-2021 to 30-06-2024"	<b>Maximum 10 Marks</b> 4 Marks of F.Y 21-22 3 Marks for F.Y 22-23 3 Marks for F.Y 23-24
<b>6.</b>	Years of establishment (From Registration date of NTN)	<b>Maximum 15 Marks</b> 3 Marks for each year
<b>7.</b>	Relevant Experience - Sale/Supply of related items/ Equipment/ goods/ in any Govt. Department/Autonomous body/Private Sector <b>register with relevant form. (Provide work order with values otherwise work order shall be considered non-responsive)</b>	<b>Maximum 30 Marks</b> 1 Mark for sale of One Million PKR

8.	<p>Financial Worth (inflow/credit amount): Bank Statement from 01-07-2023 to 30-06-2024. (Account Maintenance letter required)</p> <p><b>Note:</b> If total Credit amount up-to 30-06-2024 is equal to or more than Estimated cost, full marks shall be awarded. Otherwise, the marks shall be awarded as:</p> $\text{Marks} = \frac{\text{Total Credit amount}}{\text{Estimated Cost}} * 30$	<b>Maximum 30 Marks</b>
9.	<p>General Experience: Work orders of general experience with any govt. department/organization or with the registered Private companies. <b>(Provide work order with values otherwise work order shall be considered non-responsive)</b></p>	<b>Maximum 10 Marks</b> 1 Marks for sale of One Million PKR
10.	<p>Human Resource: List of employees on company letter-head with following details: (Name, Education, Designation, Contact no. along with copies of CNIC and payroll of june-2024 otherwise marks shall not be given)</p> <p><b>Note:</b> verification of employees may be take place at the time of technical evaluation, and legal action may be taken as per PPRA, if found any discrepancies</p> <ul style="list-style-type: none"> <li>- <b>1 Manager (Minimum Qualification Master’s Degree) (2 Marks)</b></li> <li>- <b>2 Supervisors (minimum Qualification Bachelor’s degree) (0.5 mark each, Maximum 1 mark)</b></li> <li>- <b>4 support staff (0.5 Mark each, Maximum 2 marks)</b></li> </ul>	<b>Maximum 5 Marks</b>
<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>1. A Bidder obtaining 65% marks in Bid Evaluation Criteria shall be considered as Pre-Qualified Bidder. Bidders obtaining less than 65% marks shall be considered as non-responsive.</li> <li>2. A Bidder shall provide complete set of requisite information and documents as required in terms of the Bidding Documents along with the Bid, otherwise the Bid shall be rejected.</li> <li>3. It is also mandatory to submit all forms enclosed with this documents i.e. Firm profile, Bid Submission form and undertaking of non-discloser of information form. Otherwise Bid may be rejected.</li> </ol> <p><b>Acknowledgement:</b></p> <ol style="list-style-type: none"> <li>1. A Bidder shall provide an acknowledgement and confirmation that: <ul style="list-style-type: none"> <li>(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</li> <li>(b) Information / documents submitted as part of its Bid are correct, legal and duly signed and stamped on each page.</li> </ul> </li> </ol> <p style="text-align: right;"><b>SIGNATURE AND STAMP BIDDER</b></p>		

### 1.13.Rejection of the Bid

- 1.13.1. The Procuring Agency may reject all Bids at any time prior to the acceptance under rule-35(1) of PPR.

- 1.13.2. 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.
- 1.13.3. A Bid shall be rejected if:
- 1.13.3.1. It is submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents and / or specified mode (as the case may be).
  - 1.13.3.2. It is submitted incomplete, partial, conditional, alternative and / or late.
  - 1.13.3.3. It is subjected to interlineations / cuttings / corrections / erasures / over writing.
  - 1.13.3.4. The Bidder has conflict of interest with the Procuring Agency.
  - 1.13.3.5. The Bidder tries to influence the Bid evaluation.
  - 1.13.3.6. The Bidder engages in corrupt or fraudulent practices in competing for the prequalification.
  - 1.13.3.7. The Bidder has been blacklisted by any public or private sector organization, in Pakistan or internationally.
  - 1.13.3.8. 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.
  - 1.13.3.9. The Bidder has mentioned any implication(s) in the Bid that are in contradiction to the Bidding Documents and Government rules and regulations.
  - 1.13.3.10. There is any discrepancy between Bidding Documents and Bidder's Bid i.e. any non-conformity/inconsistency/informality/irregularity in the Bid.
  - 1.13.3.11. Bidder submits any conditions as part of its Bid which are not in conformity with Bidding Documents.
  - 1.13.3.12. Bidder fails to submit verifiable proofs against the mandatory documents.

#### **1.14. Letter of Pre-Qualified**

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

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

- 1.15.1. After uploading the evaluation report, 10 days will be given according to rule -67(2) of PPR for any kind of grievance regarding evaluation report.

## **1.16. Signing Of Agreement**

- 1.16.1. Bids shall be evaluated according to Bid Evaluation Criteria and other requirements specified in the Bidding Documents.
- 1.16.2. Qualified Bidder in the light of all pre-conditions, shall be prequalified. Agreement shall be awarded to Pre-Qualified Bidder after completion of all legal/codal formalities.
- 1.16.3. 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.
- 1.16.4. The Agreement shall be signed within fifteen days of issuance of Letter of Pre-Qualification.

## **1.17. Blacklisting**

- 1.17.1. If Procuring Agency found that documents submitted by any Bidder, during the whole financial year, are fake, forged, or fabricated, the Procuring Agency reserves the right to initiate a blacklisting process or criminal proceedings at any stage of procurement or even after signing of agreement under the provisions of the Pakistan Penal Code 1860. This is in accordance with the PPRA circular regarding blacklisting upon fake or forged documents dated 20-03-2024.
- 1.17.2. The word documents mentioned in clause 1.17.1 including any document i.e. stamp paper, purchase orders, bank statements, salary slips, challan forms, bid securities, performance securities, income tax returns, GST/PST and any other required documents.

## **1.18. Obligations of Pre-Qualified Bidders**

- 1.18.1. All Pre-Qualified Bidders shall be bound to submit Bids against each RFP uploaded on Procuring Agency website, E-Procurement Portal or dispatched at their addresses within timeline specified in RFP.
- 1.18.2. All Pre-Qualified Bidders shall be bound to submit any Security mentioned in each RFP documents.
  - 1.18.2.1. Security shall be submitted as part of documents submitted by Pre-Qualified Bidder in response of RFP, failing which the Bid shall be rejected.
  - 1.18.2.2. In the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Director General Punjab Food Authority.
- 1.18.3. Security of lowest Bidder shall be retained by Procuring Agency until furnishing of the performance guarantee.

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

1.18.4.1. If the Bidder withdraws its Bid during the period of the Bid validity.

1.18.4.2. If the Bidder fails or refuses to furnish the performance guarantee.

1.18.5. The Security shall be returned to the unsuccessful Bidder after completion of all legal/codal formalities.

1.18.6. Pre-Qualified Bidders are bound to accept all term and conditions mentioned in RFP documents issued by Procuring Agency.

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



## 2. FIRM PROFILE

Sr. No.	Descriptions	Details
1.	Firm Name	
2.	Postal Address	
3.	Permanent Address	
4.	Nature of Business (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.	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***

### 3. BID SUBMISSION FORM

On Firm Letter head

To,

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

We, the undersigned, apply to be prequalified for the referenced Bidding Documents and declare in accordance with relevant provisions of this Bidding Documents, the following;

- a) We have examined and have no reservations to the Bidding Documents, including addends no(s) ---issued.
- b) We understand that at the time of bidding, we, for any part of the Agreement resulting from this Bidding process, shall not have any conflict of interest
- c) We, for any part of the Agreement resulting from this Bidding process, have not been declared ineligible/blacklisted by the Government of Pakistan/Government of Punjab etc. Including the Procuring Agency.
- d) We, for any part of the Agreement resulting from this Bidding process, comply with the standard Anticorruption policy of Government of the Punjab have not been declared ineligible any court of law or Governmental body of the world due to corrupt/fraudulent/collusive/coercive practices.
- e) We understand that you may cancel the Bidding process at any time and that you are not bound either to accept any Bid that you may receive or to invite the Pre-Qualified Bidder to Bid for the Agreement subject to this Bidding process, without incurring any liability to the Bidder.
- f) We agree to permit the Procuring Agency or its representative to inspect our accounts and records and other documents relating to the Bid for Bidding process and to have them audited by auditors appointed by the Procuring Agency.
- g) All of the forms accompanying the Bid have duly been signed by the undersigned and stamped.
- h) We adhering that in case if it is found that any information or document submitted by us is bogus, fabricated, and illegal or we acted in a manner that falls with the definition of fraudulent practice or deteriorated to the public interest or good practice the Procuring Agency has the right to blacklist our firm.

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

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[In the capacity of]

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

**4. UNDERTAKING**  
**FOR NON-DISCLOSURE OF INFORMATION**  
On Firm Letter head

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 \_\_\_\_\_

## 5. DOCUMENT CHECKLIST

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

SR.	DOCUMENTS REQUIRED	ATTACHED
1.	Bidding Documents Fee (if any)	
2.	Valid Income Tax Registration Number (Status Active with FBR)	
3.	Valid GST/PST Registration Number (Status Active) 100% Compliance	
4.	Submission of undertaking on valid and attested E-stamp Paper of PKR 1200/-	
5.	Professional Tax Certificate 2024-25 shall be With Challan Form	
6.	Income tax returns	
7.	Years of establishment (From Registration date of NTN)	
8.	Proof of Relevant Experience	
9.	Bank statement from 01-07-2023 to 30-06-2024	
10.	Proof of General Experience	
11.	Human Resource	
12.	Security (Original) attached with Bid	
13.	Signed and stamped Bidding Documents and all attachment documents	
14.	Undertaking for Non-Disclosure of Information	
15.	Bid Submission Form	
16.	Firm Detail Form	
17.	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 – Pre-Qualification Agreement**

## **PRE-QUALIFICATION AGREEMENT**

BETWEEN

PUNJAB FOOD AUTHORITY

**- and -**

[THE CONTRACTOR]

RELATING TO  
PLANT & MACHINERY

DATED [●]

**Important Note;** this draft is only a template which shall be reviewed, reformatted accordingly, at the time of signing of the contract in accordance with the requirements of the Procuring Agency.

This Agreement shall be made on Stamp paper of having amount PKR 1200/-

## **Table of Contents**

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<b>1. DEFINITIONS AND INTERPRETATION.....</b>	<b>23</b>
<b>2. THE PROCURING AGENCY.....</b>	<b>25</b>
<b>3. THE CONTRACTOR.....</b>	<b>26</b>
<b>4. TERMINATION AND BLACKLISTING.....</b>	<b>27</b>
<b>5. FORCE MAJEURE.....</b>	<b>29</b>
<b>6. DISPUTE RESOLUTION.....</b>	<b>29</b>
<b>7. MISCELLANEOUS.....</b>	<b>30</b>
<b>SIGNATURE PAGES.....</b>	<b>35</b>

**THIS 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 Pre-Qualification of bidders.
- (B) The Contractor was selected as the Pre-Qualified bidder for the Provision of Plant & Machinery in terms of the RFP and issued the letter of Pre-Qualification 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 on demand of 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 capitalised terms used in this Agreement (including the recitals) shall have the following meanings:

“**Agreement**” means this pre-qualification Agreement and all appendices hereto;

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

“**Bid**” means 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;

“**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;

“**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;

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

“**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;

“**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;

“**Term**” means the period commencing from the Effective Date 30<sup>th</sup> June of 2025;

## **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 7.4 (*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 Instructions**

- 2.1.1 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.

### **2.2 Procuring Agency’s Representative**

- 2.2.1 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.
- 2.2.2 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 4 or any right to amend this Agreement.
- 2.2.3 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) bound to submit Bid for each Request for Proposal (RFP) uploaded on Procuring Agency website, E-Procurement Portal or dispatched at their addresses within timeline specified in RFP.
- (b) 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);
- (c) comply with all other obligations set out in this Agreement.

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, as per the Specifications.

#### **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; and
- (b) by signing this Agreement, the Contractor accepts total responsibility and risk for having foreseen all difficulties and for performing its obligations under this

Agreement.

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

3.4.1 The Contractor acknowledges and confirms that:

- (a) it has investigated, evaluated and considered all factors in accordance with this Agreement, and no claim whatsoever, including claims regarding extension of timeline, shall be entertained by the Procuring Agency.

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

3.5.1 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. TERMINATION AND BLACKLISTING**

### **4.1 Termination for Default**

4.1.1 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 perform any other obligation(s) under this Agreement;
- (b) any material litigation is commenced against the Contractor which materially impacts its performance of this Agreement;
- (c) if the Contractor, in the judgment of the Procuring Agency, has engaged in Corrupt Practices.

- 4.1.2 As soon as practicable after issuance of a notice of termination under clause 4.1.1, 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.

## **4.2 Termination for Insolvency**

- 4.2.1 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.

## **4.3 Termination for Convenience**

- 4.3.1 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.

## **4.4 Blacklisting Mechanism**

- 4.4.1 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.
- (d) its Security, Bid Security or Performance Guarantee not get verified from concern bank.
- (e) if submit fake, forged or fabricated documents.

- 4.4.2 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.

- 4.4.3 The Procuring Agency may also initiate criminal proceedings under the provisions

of Pakistan Penal Code 1860 as per PPRA circular regarding blacklisting upon fake, forged or fabricated documents dated: 20-03-2024.

## **5. FORCE MAJEURE**

- 5.1** 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.
- 5.2** Provided a notice has been duly given by the affected Party in accordance with clause 5.1, 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.
- 5.3** The affected Party shall give notice to the other Party when it ceases to be affected by the Force Majeure Event.
- 5.4** 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.
- 5.5** 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.
- 5.6** 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.

## **6. DISPUTE RESOLUTION**

### **6.1 Amicable Settlement**

- 6.1.1 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.

## **6.2 Arbitration**

- 6.2.1 Any dispute arising out of or in connection with this Agreement that has not been resolved amicably in accordance with clause 6.1.1, shall be settled by arbitration in accordance with the Arbitration Act, 1940 (as amended, supplemented or modified), by Secretary Food, Government of Punjab.
- 6.2.2 The arbitration proceedings, and the award shall be rendered in the English language.
- 6.2.3 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.
- 6.2.4 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.

## **6.3 Performance to Continue During Dispute**

- 6.3.1 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.

## **7. MISCELLANEOUS**

### **7.1 Communications**

- 7.1.1 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.

7.1.2 If to Contractor:

Address: [●]

Tel.: [●]

Email: [●]

Attention:[●]

If to Procuring Agency:

Address: [●]

Tel.: [●]

Email: [●]

Attention:[●]

## **7.2 Law and Language**

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

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

7.2.3 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.

## **7.3 Assignment**

7.3.1 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.

## **7.4 Confidentiality**

7.4.1 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.

7.4.2 The provisions set out in clause 7.4.1 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.

## **7.5 Compliance with Laws**

7.5.1 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.

## **7.6 No Liability for Review**

7.6.1 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.

## **7.7 No Waiver**

7.7.1 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.

7.7.2 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.

## **7.8 Relationship of the Parties**

7.8.1 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.

## **7.9 Survival**

7.9.1 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.

## **7.10 Affirmation**

7.10.1 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.

## **7.11 Priority of Documents**

7.11.1 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.

### **7.12 Agreement Modification**

- 7.12.1 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.

### **7.13 Severability**

- 7.13.1 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.

### **7.14 Limitation of Liability**

- 7.14.1 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.

### **7.15 Indemnity**

- 7.15.1 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.

**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 authorized representatives as of the date first written above.

**PUNJAB FOOD AUTHORITY**

Signature \_\_\_\_\_

Name (block capitals) \_\_\_\_\_

Witness signature \_\_\_\_\_

Witness name (block capitals) \_\_\_\_\_

Witness signature \_\_\_\_\_

Witness name (block capitals) \_\_\_\_\_

**CONTRACTOR NAME**

Signature \_\_\_\_\_

Name (block capitals) \_\_\_\_\_

Witness signature \_\_\_\_\_

Witness name (block capitals) \_\_\_\_\_

Witness signature \_\_\_\_\_

Witness name (block capitals) \_\_\_\_\_