DISTRICT ADMINISTRATION
(RAHIM YAR KHAN)

BIDDING DOCUMENTS
For
Purchase / Hire the Services of Firms / Vendors/ Suppliers
For Procurement of Goods
(Flood Season 2020)

Issued to: ____________________________

Chairman (Procurement Committee)
District Administration (Rahim Yar Khan), Government of the Punjab
Office of Additional Deputy Commissioner (Rev) District Rahimyarkhan
For queries: adcryk@gmail.com
Invitation for Bids

Hiring the Services of Firms / Vendors/ Suppliers

District Administration, Rahim Yar Khan intends to purchase / hire the Services of Firms/Vendors/Suppliers for procurement of Goods in Flood Season 2020. Sealed bids are invited from eligible Event Management Firms/Agency with valid NTN & GST certificates, having experience of at least 5 years in organizing events of Government Department/Companies. Firm should not be blacklisted/suspended by any government agency. The agency fulfilling the eligibility criteria may participate in the Single Stage Two Envelope Bidding Procedure.

The Sealed Bids will be received on May 30, 2020 at 01.30 PM and will be opened on same day at 02:00 PM in the presence of intending bidders or their representatives who may wish to attend at the below mentioned address.

The Bid must be accompanied with bid security mentioned against each lot in bidding document in the form of CDR/DD/Pay Order in favor of Chairman Procurement Committee / Additional Deputy Commissioner, (Revenue), Rahim Yar Khan.

The Procurement Process shall be carried in accordance with Punjab Procurement Rules-2014.

Chairman (Procurement Committee)
District Administration (Rahim Yar Khan), Government of the Punjab
Office of ADC(R) District Rahimyarkhan
For queries: adcryk@gmail.com

District Administration Rahimyarkhan
Section I:
Instruction to Bidders

1.1 Corresponding Address
The contact number and the correspondence address for submitting the proposals are as follow:
Additional Deputy Commissioner (Revenue)/ Chairman Procurement Committee
District Rahim Yar Khan.
For queries: adcyk@gmail.com

1.2 Eligible Bidders
All the bidders duly incorporated and based in Pakistan Governed by rules, laws and statutes of Government of Pakistan and Government of Punjab shall be eligible.

1.3 PREPARATION OF BIDS
1.3.1 Bidding Process
This is the Single Stage Two Envelope Bidding Procedure - The Proposal shall be a single sealed package consisting of two separately sealed envelopes, containing separately the Technical and Financial Proposal. The envelopes shall be marked as “Technical Proposal” and “Financial Proposal”. As per PPRA Rules-2014.

1.3.2 Cost of Bidding
The bidder shall bear all costs associated with the preparation and submission of its bid and District Administration Rahim Yar Khan will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

1.3.3 Financial Proposal
The Financial Proposal shall be prepared using criteria mentioned in bidding document, duly signed by the bidder or authorized representative.

1.3.4 Bid Currencies
All prices quoted must be in Pak Rupees.

1.3.5 Bid Security
The District Administration Rahim Yar Khan shall require the bidders to furnish 02 % bid security of value Five Crore in shape of Pay Order/DD/CDR in favor of Chairman Procurement Committee with Financial Proposal, for each lot which shall remain valid for a period of 90 days beyond the validity period for bids, in order to provide the District Administration reasonable time to act, if the security is to be called.

1.3.6 Bid Validity
Bids shall remain valid for a period of ninety (90) days, after the date of bid opening prescribed by Procurement Committee.

1.3.7 Performance Guarantee
The selected firm shall provide performance guarantee @ 2% of the contract value before the signing of the contract.

1.4 SUBMISSION OF BIDS
1.4.1 Sealing and Marking of Bids
The Bidders may bid for as many lots of his choice.

1.4.2 The Tenderer is not allowed to bid for a partial Lot.

1.4.3 The Tenderer is not allowed to bid for part of the services in a LOT.

1.4.4 The Tenderer will submit their respective bids against each Lot separately in a manner explained in this tender document (If bidder is submitting their bid against multiple Lots)

1.4.5 Single stage – two envelopes bidding procedure will be applied. The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;

1.4.6 The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;

1.4.7 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

1.4.8 The Bidder shall seal the technical and financial bid in separate envelopes, duly marking the envelopes as “TECHNICAL” and “FINANCIAL.” The envelopes shall then be sealed in an outer envelope.
1.4.9 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.
1.4.10 Bids must be received by purchaser at the address specified in invitation for bids.
1.4.11 Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance, in which case all rights and obligations of purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
1.4.12 Clarification of Bid
No bidder shall be allowed to alter or modify his bid after the closing time for submission of the bids.

The procuring agency may, if necessary after the opening of the bid, seek and accept such clarifications of the bid as do not change the substance of the bid.

Any request for clarification in the bid, made by the procuring agency and its response, shall invariably be in writing.

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

1.5 OPENING AND EVALUATION OF BIDS
1.5.1 Purchaser will open all bids in the presence of bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the invitation for bids. The bidders’ representatives who are present shall sign a register evidencing their attendance.
1.5.2 Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
1.5.3 The envelope marked as “FINANCIAL PROPOSAL” will be retained in the custody of Procuring Agency without being opened;
1.5.4 The Procuring Agency i.e. District Administration Rahim Yar Khan will evaluate the technical proposal, without reference to the price and reject any proposal which do not conform to the specified requirements;
1.5.5 During the technical evaluation, no amendments in the technical proposal shall be permitted;
1.5.6 The financial proposals of bids will be opened publicly at a time, date and venue to be announced and communicated to the Bidders in advance.
1.5.7 After the evaluation and approval of the technical proposal the Procuring Agency i.e. District Administration Rahim Yar Khan shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective Bidders.
1.5.8 The bidders’ names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened.
1.5.9 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.

1.6 ELIGIBILITY CRITERIA
All bids shall be evaluated as per the criteria given in TORs

1.7 AWARD OF CONTRACT
1.7.1 Award Criteria
District Administration Rahim Yar Khan will award the contract to the successful Bidder, whose bid has been determined to be the substantially responsive and has been determined to be the lowest evaluated bid, provided the information given in the bidding document is on ground verified by the Procurement Committee of the District Administration Rahim Yar Khan.
I.7.2 Signing of Contract

Within 5 Days from the date of notification of the award, the successful bidder shall furnish to Chairman Procurement Committee particulars as may be asked by the District Administration Rahim Yar Khan.

The Contract shall be signed by the parties at Chairman Procurement Committee Office, Rahim Yar Khan, within 15 Days of award of contract.

1.8 Execution Schedule

The Purchase Order for respective Lot(s) will be placed a week before the event through written intimation(s) by the District Administration Rahim Yar Khan, subsequent to the issuance of Letter of Acceptance. The quantity for each lot will be decided by the District Administration Rahim Yar Khan which may vary from order to order.

a) The rates quoted shall be governed by “Framework Contract”, which may span over the time period of one year from the signing of contract. The Client reserves exclusive rights to decrease the quantities of Items mentioned above, at the unit rates quoted by the bidder.

Section II:

Schedule of Requirements

2. SCOPE OF WORK

The District Administration Rahim Yar Khan intends to lock the rates for items mentioned in schedule of requirement that are related to event management for specified time – 90 days. After the contract, the District Administration Rahim Yar Khan communications team will provide the details about the order to the contracted agency for procurement of goods as decided by the Competent Authority. The contracted agency will be required to provide services specific to that order as per agreed rates and specifications within the stipulated time. After the completion of the task, the contracted agency will raise the invoice for payment.

2.1 PLAN & LOGISTICS:

   I. Arena Design according to the approved theme & required protocols.
   II. Setup backdrop and other marketing collateral as required
   III. Sound System, Multimedia, Multiple SMDs and/or LEDs and Lighting/ Décor.
   IV. Special Fresh Flowers arrangement for stage, entrance and other venue decoration.
   V. Seating Arrangement, Sofas for VIP rows etc.
   VI. Catering for specified number of guests and lunch for beneficiaries and proportionate support staff.
   VII. Provide proper cooling system and ventilation system as per expected weather conditions and arrangement of backup generator.
   VIII. Stage Management, Hosting and Staff coordination.
   IX. Coordinate and oversee all administrative arrangements at venue for entire duration of the event & for execution of a full & satisfactory event management

2.2 REQUIRED QUALIFICATION:

   I. Company’s Qualifications and Experience
      a. Registered with concerned authority as a legal entity
      b. Registered with applicable tax authorities of Punjab, Pakistan.
      c. At least 3 letters of references (most recent) showing the level of satisfaction, the completed tasks should be of VIP standards
      d. The location of the office from which the work of this engagement is to be performed.
      e. One-page statement summarizing the benefits to ADC (Rev)/Chairman Procurement Committee of engaging the firm.
      f. Profiles of the principal staff, including declared Team Lead’s CV who would be assigned for ADC (R) / Chairman Procurement Committee Inauguration Ceremony. Detail of Team Lead’s experience in Event Management should also be provided.
   II. List of clients and scope of work of similar engagements performed with brief details.
   III. Affidavit that neither the firm nor its staff, are involved in such activities which are prohibited by the Government of Pakistan or have been blacklisted by any Government Organization.
   IV. ISO or similar certifications if any.
   V. Affidavit of Exclusivity & Confidentiality. A statement of confidentiality to keep in confidence all information imparted to you in relation with the complete process, not to disclose it to third parties and not to use it for any purpose other than for the event.
   VI. Audited Financial Statements of year 2016-17 and/ or tax return statements or year 2016.

2.3 EVALUATION CRITERIA

2.3.1 Technical Evaluation

The applicant’s team should have the following qualifications:

- A minimum of 05 years of professional experience in public relations and event management etc.
- The firm must have adequate size, structure, staffing and financial standing to provide comprehensive services related to development and execution of successful large scale events.
• Capability and proven experience in developing and executing public / government related events that have been managed as per VVIP Standards.

Proposals will be evaluated on the basis of:

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Evaluation Criteria</th>
<th>Scoring Criteria</th>
<th>Total Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Experience of the agency in terms of years by the lead firm (minimum 5 years)</td>
<td>10 points if minimum requirement is met. 02 points for each additional year up to the maximum of 3 years.</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>Number of similar (government related and large scale) events executed in the past five years. Similar Assignments etc.</td>
<td>1 mark for each completed</td>
<td>30</td>
</tr>
<tr>
<td>3</td>
<td>Experience of Team Lead in event Management etc.</td>
<td>01 points for each year up to a maximum of 10 years.</td>
<td>10</td>
</tr>
</tbody>
</table>
| 4   | Financial Turnover (average of last five financial year) of the event management company Annual Turnover in PKR (In million) only from Event Management etc. | 05 to 9.99 million  05 points  
10 to 14.99 million 10 points  
15 to 19.99 million15 points  
20 to 24.99 million 20 points  
25 to 29.99 million 25 points  
30 million or more 30 points | 30          |
| 5   | Presentation of Event Plan/Proposal/Transportation/No. of offices in project cities etc. for ADC (REV)/CHAIRMAN PROCUREMENT COMMITTEEE | 10 points                                                                       |             |

All firms / companies / organizations scoring 70% of 100 marks in the above-mentioned criteria shall be termed as technically responsive.

2.3.2 Financial Evaluation

Financial proposals of all technically responsive bidders shall be opened upon invitation and in presence of bidders/representatives of bidders. Financial bids of non-responsive technical bidders shall be returned un-opened to the respective bidders.

2.4 PAYMENT PLAN

<table>
<thead>
<tr>
<th>Sr.</th>
<th>Milestone</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>On successful completion of each complete event &amp; submission of required material etc.</td>
<td>100%</td>
</tr>
</tbody>
</table>

Note 1: Mobilization advance up to 10% of work order price is permissible against bank guarantee of any scheduled bank.

Note 2: Payment upon completion will be made within 25 working days.

Note 3: Lead firm shall be the event management company/firms/vendors/suppliers.

2.5 SCHEDULE OF REQUIREMENT/SPECIFICATIONS:

<table>
<thead>
<tr>
<th>Lot No. 1</th>
<th>Food Hampers</th>
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</thead>
<tbody>
<tr>
<td>Item</td>
<td>Description</td>
</tr>
<tr>
<td>------------</td>
<td>------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>1 Sugar</td>
<td>A-Grade as per sample</td>
</tr>
<tr>
<td></td>
<td>KG 1-KG</td>
</tr>
<tr>
<td>2 Dal Channa</td>
<td>A-Grade, Grains shall be free from dust, mycotoxin, Mud Balls, infected by insects or broken.</td>
</tr>
<tr>
<td></td>
<td>KG 1-KG</td>
</tr>
<tr>
<td>3 Dal Mong (Washed)</td>
<td>A-Grade, Grains shall be free from dust, mycotoxin, Mud Balls, infected by insects or broken.</td>
</tr>
<tr>
<td></td>
<td>KG 1-KG</td>
</tr>
<tr>
<td>4 Dal Masoor</td>
<td>A-Grade, Grains shall be free from dust, mycotoxin, Mud Balls, infected by insects or broken.</td>
</tr>
<tr>
<td></td>
<td>KG 1-KG</td>
</tr>
<tr>
<td>5 Rice</td>
<td>A-Grade, Grains shall be free from dust, mycotoxin, Mud Balls, infected by insects or broken.</td>
</tr>
<tr>
<td></td>
<td>KG 2-KG</td>
</tr>
<tr>
<td>6 Roasted Chana / Family Pack Biscuit</td>
<td>A-Grade, Grains shall be free from dust, mycotoxin, Mud Balls, infected by insects or broken / Biscuit Pack weight 120 gm each x2</td>
</tr>
<tr>
<td></td>
<td>Gram 500-Gram 2-Family Pack</td>
</tr>
<tr>
<td>7 Mixed Pickle</td>
<td>A Grade (In patent registered jar)</td>
</tr>
<tr>
<td></td>
<td>Gram 500-Gram</td>
</tr>
</tbody>
</table>
8. Ghee A Grade, Equivalent to Dalda, Habib’s specification KG 2-KG
9. Salt Iodized equivalent to National’s specifications Gram 800-Gram
10. Red Chili (Powdered) Equivalent to National’s Specifications Gram 200-Gram
11. Turmeric Powder Equivalent to National’s Specifications Gram 50-Gram
12. Dry Milk Equivalent to “NEEDO” Nestlé’s Specifications Gram 400-Gram
13. Tea Equivalent to Lipton’s Specifications Gram 190-Gram
14. Soap Equivalent to Safeguard, Dettol or Lifebuoy (135-gm/large) No. 2-Packs
15. Fire Lighter with Light A Grade Nos. 1-No.
16. Wheat Flour (Atta) Fine-60% Maida-26% Bran-14% Packing-10/20kg’s bag of 80 gram polypropylene duly sealed with stich machine. KG 10/20 KG
17. Packing Material All pulses, rice & sugar shall be packed I “Food Grade/Virgin Grade” poly bag sealed with sealer. Ghee shall be packed in a poly bag separately, duly sealed with sealer. All packing. All packed items shall be packed in a large poly bag/carton. (Poly bag containing all items shall be packed in a Cardboard Box provided by PDMA, Punjab). All company packed items which have less than 70% shelf life will not be acceptable. No. No.
18. Cooked Food Items Chicken Rice with Chicken Rice with Channa Vegetable Dal Channa Dal Masoor Bread No. (Per Daig) (Per Daig) (Per Daig) (Per Daig) 100 Gram
19. Drinking water (Mineral) Equivalent to Nestlé’s and Equifina Specifications MI 500-ml 1 ½ ml 5 ltre
20. Transportation Car Hi-Ace Shahzore Dala Tractor Trolley Mobile Water Bowser for livestock No. Per day with driver and petrol
21. Boat on rent 25 persons capacity 40 persons capacity 60 persons capacity 100 persons capacity No. Per day As per demand
22. Generator on rent Per day with operator and Petrol as per demand No. Per day
23. Lightening Bulb, Energy Saver, Lightening, as per demand No. Per day
24. Fans Ceiling & Pedestal fan, as per demand No. Per day
25. Tentage Shamiana, Qanat and Darri with services etc. as per demand No. Per day
26. Pena flexes Per sq ft. with services, as per demand No. Per day

2.5.1 The bidder can submit their bids for all or any lots. Financial bid evaluation will be done on the basis of cumulative bid price of each “LOT” individually and work will be awarded to the lowest evaluated bidder against each lot.
2.5.2 Bidders are required to quote their rates for all items in each lot.
2.5.3 In case any item not quoted by the bidder will be assumed the zero-quoted rate and it will be compulsory on the bidder to provide free of cost.

2.5.4 Work order(s) will issue by the ADC (Rev)/Chairman Procurement Committee as and when required in contract period.

2.5.5 ADC (Rev)/Chairman Procurement Committee have the right to increase or decrease the no. of events. Moreover, ADC (Rev)/Chairman Procurement Committee shall not be liable in case of No Purchase Order against any lot.

2.5.6 The selected bidder will be bound to provide the above-mentioned services as required in work order within given timeline.

2.5.7 ADC (Rev)/Chairman Procurement Committee will decide the increase/decrease the quantity of each item in a lot at the time of purchase order from event to event.

2.5.8 Payment will be made on agreed rate rates as per the contract without any bar of minimum quantity.

2.5.9 The bid shall be valid for the period of three months from the date of opening of tenders.

2.5.10 The rate quoted should be in Pak. Rupees inclusive of all applicable taxes.

2.5.11 The successful bidder will be bound to initiate the services within 5 days after issuance of work order.

2.5.12 Late receiving bids after due date time will be rejected and returned to the bidders unopened.

2.5.13 No alteration or amendment will be allowed in any case at the time of bid opening.

2.5.14 Service providers submit their best possible lowest price with their bids.

2.5.15 ADC (Rev)/Chairman Procurement Committee will not be responsible for any cost or expense incurred by bidders on connection with preparation or delivery of bids.

2.5.16 The transportation cost from ADC (Rev)/Chairman Procurement Committee, Headquarter City to any other part in the District country) will be reimbursed on actual after submission of verifiable original bills/cargo receipts etc.

2.5.17 All prices must be quoted Pak Rupees and should include any taxes applicable, such GST, Income Tax etc. if not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes. Any subsequent change in tax regime would be adjusted accordingly.

Section III:

Format of Bids

3.1 TECHNICAL PROPOSAL:

The proposal submitted should be in the following format:

3.1.1 Technical Proposal should include:

I. Title page and Cover Letter (Showing the request for proposal’s subject; the firm’s name, address and telephone number, email ID of contact person; and the date of the proposal.

II. Table of Contents

III. Company’s Qualifications and Experience

IV. Profile of the Company.

V. Certificate of Company Incorporation, NTN Certificate.

VI. At least 3 letters of references (most recent) showing the level of satisfaction.

VII. The location of the office from which the work of this engagement is to be performed.

VIII. One-page statement summarizing the benefit to ADC (Rev)/Chairman Procurement Committee of engaging the firm.

a. Staff Qualification & Experience

IX. Profiles of the principal staff, including declared Team Lead’s CV who would be assigned for ADC (Rev)/Chairman Procurement Committee for said purpose. Detail of Team Lead’s experience in Event Management should also be provided.

X. List of clients and scope of work of similar engagements performed with brief details.

XI. Affidavit that neither the firm nor its staff, are involved in such activities which are prohibited by the Government of Pakistan or have been blacklisted by any Government Organization.

XII. ISO or similar certifications if any.

XIII. Affidavit of Exclusivity & Confidentiality. A statement of confidentiality to keep in confidence all information imparted to you in relation with the complete process, not to disclose it to third parties and not to use it for any purpose other than for the event.

XIV. Audited Financial Statements of year 2017-18 and/ or tax return statements or year 2017.

3.1.2 Proposed Event Plan for ADC (Rev)/Chairman Procurement Committee Inauguration Ceremony

I. Concept – The ADC (Rev)/Chairman Procurement Committee intends to organize/manage for procurement of Goods in Flood Season 2019 in different tehsils of the Districts. The selection of the venue can be proposed as per demand of District Administration, Rahim Yar Khan. All the heads related to the
event management/provision of required items are given in the schedule of requirements in the document. The contracted agency is required to prepare themes for said purpose etc.

II. **Multi-media** – Sound system (speakers, microphones – quantity, types) SMDs/ LEDs (quantity and size and placement).

III. **Event Coverage Plan** – (quantity of cameras, photographers etc.)

IV. **Provision of Photographs** - (In an album) and montage video + raw videos to ADC (Rev)/Chairman Procurement Committee

V. **Refreshments** – Proposed menu for guests and proportionate support staff and catering plan including quantity of servers. Lunch Box for Beneficiaries (Approx. 200 Lunch Box) and Bouffe Lunch for VIP Guests.

VI. **Event Security Plan** – helpdesk, ushers, venue entrance security (check list of guests, designing and printing of car stickers, parking arrangement).

VII. Any other thing which is required as per proposed place may also include in list of items and procuring agency shall pay cost of additional items to the agency.
### 3.2 FINANCIAL BID FORM:

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<thead>
<tr>
<th>Lot No.1</th>
<th>Food Hampers</th>
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</thead>
<tbody>
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<td><strong>Item</strong></td>
<td><strong>Description</strong></td>
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<tr>
<td>1 Sugar</td>
<td>A-Grade as per sample</td>
</tr>
<tr>
<td>2 Dal Channa</td>
<td>A-Grade, Grains shall be free from dust, mycotxin, Mud Balls, infected by insects or broken.</td>
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<td>3 Dal Mong (Washed)</td>
<td>A-Grade, Grains shall be free from dust, mycotxin, Mud Balls, infected by insects or broken.</td>
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<td>4 Dal Masoor</td>
<td>A-Grade, Grains shall be free from dust, mycotxin, Mud Balls, infected by insects or broken.</td>
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<td>A-Grade, Grains shall be free from dust, mycotxin, Mud Balls, infected by insects or broken.</td>
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<td>6 Roasted Chana / Family Pack Biscuit</td>
<td>A-Grade, Grains shall be free from dust, mycotxin, Mud Balls, infected by insects or broken / Buiscuit Pack weight 120 gm each x2</td>
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<td>7 Mixed Pickle</td>
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<td>9 Salt</td>
<td>Iodized equivalent to National’s specifications</td>
</tr>
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</tr>
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<td>11 Turmeric Powder</td>
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</tr>
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<td>12 Dry Milk</td>
<td>Equivalent to “NEEDO” Nestlé’s Specifications</td>
</tr>
<tr>
<td>13 Tea</td>
<td>Equivalent to Lipton’s Specifications</td>
</tr>
<tr>
<td>14 Soap</td>
<td>Equivalent to Safeguard, Dettol or Lifebuoy (135-gm/large)</td>
</tr>
<tr>
<td>15 Fire Lighter with Light</td>
<td>A Grade</td>
</tr>
<tr>
<td>16 Wheat Flour (Atta)</td>
<td>Fine-60% Maida-26% Bran-14% Packing-10/20kg’s bag of 80 gram polypropylene duly</td>
</tr>
<tr>
<td>No.</td>
<td>Packing Material</td>
</tr>
<tr>
<td>-----</td>
<td>------------------</td>
</tr>
<tr>
<td>17</td>
<td>Packing Material</td>
</tr>
</tbody>
</table>

**Net weight**: 10KG. 700 grams ± 5%

<table>
<thead>
<tr>
<th>No.</th>
<th>Cooked Food Items</th>
<th>Description</th>
<th>Quantity/Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>Cooked Food Items</td>
<td>Chicken, Rice with Chicken, Rice with Channa, Vegetable, Dal Channa, Dal Masoor, Bread</td>
<td>No. (Per Daig) (Per Daig) (Per Daig) (Per Daig) (Per Daig) 100 Gram</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No.</th>
<th>Drinking water (Mineral)</th>
<th>Description</th>
<th>Quantity/Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>Drinking water (Mineral)</td>
<td>Equivalent to Nestlé’s and Equifina Specifications</td>
<td>MI 500-ml 1 ½ ml 5 litre</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No.</th>
<th>Transportation</th>
<th>Description</th>
<th>Quantity/Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Transportation</td>
<td>Car, Hi-Ace, Shahzore, Dala, Tractor Trolley, Mobile Water Bowser for livestock</td>
<td>No. Per day with driver and petrol</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No.</th>
<th>Boat on rent</th>
<th>Description</th>
<th>Quantity/Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>21</td>
<td>Boat on rent</td>
<td>25 persons capacity, 40 persons capacity, 60 persons capacity, 100 persons capacity</td>
<td>No. Per day As per demand</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No.</th>
<th>Generator on rent</th>
<th>Description</th>
<th>Quantity/Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>22</td>
<td>Generator on rent</td>
<td>Per day with operator and Petrol as per demand</td>
<td>No. Per day</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No.</th>
<th>Lightening</th>
<th>Description</th>
<th>Quantity/Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>23</td>
<td>Lightening</td>
<td>Bulb, Energy Saver, Lightening, as per demand</td>
<td>No. Per day</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No.</th>
<th>Fans</th>
<th>Description</th>
<th>Quantity/Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>24</td>
<td>Fans</td>
<td>Ceiling &amp; Pedestal fan, as per demand</td>
<td>No. Per day</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No.</th>
<th>Tentage</th>
<th>Description</th>
<th>Quantity/Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>25</td>
<td>Tentage</td>
<td>Shamiana, Qanat and Darri with services etc. as per demand</td>
<td>No. Per day</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>No.</th>
<th>Pena flexes</th>
<th>Description</th>
<th>Quantity/Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>26</td>
<td>Pena flexes</td>
<td>Per sq ft. with services, as per demand</td>
<td>No. Per day</td>
</tr>
</tbody>
</table>
Section IV:
Contract Agreement

ADDITIONAL DEPUTY COMMISSIONER (REVENUE)/ CHAIRMAN PROCUREMENT COMMITTEE,
DISTRICT ADMINISTRATION, RAHIM YAR KHAN
AND

M/S ______________________________

Dated: , 2020

This Contract for Hiring the Services of Firms / Venders / Suppliers for procurement of Goods in Flood Season 2020, District Rahim Yar Khan is made on ___ day of ____________/2020.

ADC (Rev) / Chairman Procurement Committee having Govt. office at Rahim Yar Khan, wholly owned by the Government of Punjab.

Represented by ____________, as authorized representative;

Hereinafter referred to as the “Client” or “ADC (REV)/CHAIRMAN PROCUREMENT COMMITTEE ”;

AND

M/S having office at
Pakistan.

Represented by Mr.
bearing CNIC # , as authorized representative;

Hereinafter referred to as the “Service Provider”;

Hereinafter referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS:

The Client has requested the Service Provider to provide certain event management services. The Service Provider, mandated by the Client having required resources and agrees to provide the said services according to the terms and conditions as defined under the present Contract. As a consequence, to the above, the Parties hereby agree to enter into the Contract as follows:

NOW THEREFORE the Parties hereby agree as follows:

CLAUSE 1 - DEFINITIONS

For the purposes of this Contract, the following capitalized words and phrases shall have the meaning specified herein below:

“Client” means ADC (Rev)/Chairman Procurement Committee or any of its subsidiaries;

“Contract” means the contract entered into between M/S_____________________________ and ADC (Rev)/Chairman Procurement Committee “Invoice” means the invoice prepared and submitted to the Client, in accordance with Clause 10.1 hereunder, against services rendered by the Service Provider under this Contract.

“Taxes” means corporate income tax, zakat, tax on dividends remitted to head office, tax on profit after tax, VAT, turnover tax, GOSI, social security tax, personal income tax, and any taxes, sales taxes, stamp duties, surtaxes and withholding tax of any nature, present or future, that shall be levied on the Service Provider as per applicable laws of the land.
CLAUSE 2 - CONTRACTUAL DOCUMENTS

The present Contract is composed of the following:

1. The present document
2. The following Appendices of the Contract
3. Appendix A: Description, Duration and Schedule of the Services
4. Appendix B: Financial Conditions

CLAUSE 3 - PURPOSE OF THE CONTRACT

Under the Terms and Conditions of this Contract, the Client proposes to the Service Provider, to carry out the Services as defined under Clause 4 below (hereinafter referred to as the “Services”).

The purpose of the Contract is to define the scope of the Services, the conditions of their performance and the related consideration.

CLAUSE 4 - NATURE OF THE SERVICES

4.1 Scope of the Services

The purpose of the Services is to provide event management services and procurement of Goods.

The Services are defined in Terms & References

4.2 Location of the Services

The Services shall be carried out generally as per direct instructions provided by the Client. The Parties agree that the Client will be able to ask for the execution of the Services immediately following the signature of the Contract by both Parties.

CLAUSE 5 - MODIFICATION OF THE SERVICES

In the event the Client is obliged to modify the Services in their content, their objectives, their duration or their scheduling, the Service Provider agrees and undertakes to modify the performance of the Services according to the new requirements.

CLAUSE 6 - APPOINTMENT OF REPRESENTATIVE

The Client and the Service Provider shall appoint a representative in charge of the coordination and monitoring of the performance of the Services.

At the date of signing this Contract, the Client appoints the following as Client’s representative:

Mr.
Mobile:
Email:

At the date of signing this Contract, the Service Provider appoints the following as its representative:

Mr.

M/S
Mobile:
Email:

The Client and the Service Provider may appoint alternate representatives for the coordination and monitoring of the performance of the Services upon written notification to the other Party.

District Administration Rahimyarkhan
CLAUSE 7 - OBLIGATIONS OF THE SERVICE PROVIDER

7.1 Quality of Service

The Service Provider undertakes to perform the Services and carry out its obligations with all due diligence and efficiency in accordance with generally accepted professional techniques and practices, and the laws and regulations in force that are applicable to the performance of the Services. The Service Provider undertakes while performing the Services and carrying out its obligations to observe sound management practices, to employ appropriate advanced technology and safe methods.

7.2 Local Law

The Service Provider is reminded that he must comply with local laws and regulations. In addition, the Service Provider shall always behave in a manner consistent with local standards, sensitivities and habits, so as to avoid causing trouble in Pakistan.

Any non-compliance with the above provisions shall be considered as a substantial breach of Contract and therefore shall lead to an immediate repatriation and termination of Contract at the expense of the Service Provider.

CLAUSE 8 - OBLIGATIONS OF THE CLIENT

8.1 The Client shall make payments to the Service Provider as per Appendix B.

8.2 The Client shall not be held responsible for any liability arising out of this contract between the Client and any third party and the Service Provider shall be solely responsible for such liability.

CLAUSE 9 - PRICE

9.1 In consideration for the performance of the Services, the Client shall make payments to the Service Provider as per agreement (Appendix-B)

It is understood that the price stated in Clause 9.1 includes all applicable taxes, the contributions for insurance and end of service benefits, and no other payments, whatsoever, shall be made to the Service Provider.

CLAUSE 10 - PAYMENT

10.1 Invoicing and Payment

The Service Provider shall be paid not later than thirty (30) Days from the end of the month of receipt of invoice in the manner described hereunder according to the schedule presented in Appendix B, which shall be as per actual.

The Service Provider shall provide with each invoice:

i. A breakdown of any and all elements that prove the reality and the content of the Services performed according to this Contract;

ii. An acknowledgment slip duly signed by the user of the services, acknowledging rendition of services;

iii. A summary of the Services performed; and

10.2 The Client shall release from the amounts owed to the Service Provider for the performance of the Services under this Contract through payment made against an invoice.

CLAUSE 11 - BUSINESS ETHICS

The Service Provider acknowledges and agrees that:

(i) any and all payments received by it in connection with any project as fees, commissions, compensations or any other amounts whatsoever paid in accordance with this Contract (hereinafter referred to as the "Sums") shall constitute the Service Provider’s sole and exclusive remuneration with respect to the Services rendered by the Service Provider;
(ii) in no event shall the Sums received or to be received by the Service Provider under the present Contract at any time be either directly or indirectly paid to, promised to or used to purchase a gift for any Public Official in order that the Public Official perform or restrain from performing an act in accordance with his function, mission or office or in a manner facilitated by his function, mission or office, in relation to any project.

The Service Provider agrees that it shall not, in order to obtain or retain business or other improper advantage in the conduct of international business:

(a) offer, promise, or give any Public Official any gift, present, consideration, commission or advantages of any kind whatsoever at any time, either directly or indirectly, in order that the Public Official perform or restrain from performing an act in accordance with his function, mission or office or in a manner facilitated by his function, mission or office for the execution of the present Contract; or

(b) consent to any solicitation without right, at any time, either directly or indirectly, from a Public Official to pay or give to him / her any gift, consideration or commission in order that the Public Official perform or restrain from performing an act in accordance with his function, mission or office or in a manner facilitated by his function, mission or office to use his/her influence;

(c) Exert or utilize any form of corruption or any unlawful influence to secure the award of any project;

(iii) The Service Provider shall ascertain and guarantee that the provisions provided for in paragraph (ii) hereinabove shall be agreed to and respected by any person, corporation or entity to whom the Service Provider may pay back directly or indirectly the Sums received under the present Contract or a portion thereof;

The Service Provider shall hold harmless and indemnify the Client against any and all claims which may arise from the Service Provider's infringement of the rules described in paragraphs (ii) and (iii) hereinabove.

Any violation of the provisions of this Clause entails immediate and full termination of this Contract without the Service Provider being able to claim any indemnity from the Client due to such termination.

CLAUSE 12 - TAXES AND DUTY

12.1 The Service Provider shall be fully responsible for any tax or duty related to the performance of the Services in Pakistan under applicable laws of the land.

CLAUSE 13 - EFFECTIVENESS AND DURATION OF THE CONTRACT

This Contract shall come into force upon its execution by the Parties.

The duration of this Contract is ------------------- or such other duration necessary for the performance of the Services defined in this Contract and agreed upon by the Parties.

The termination of the Contract for any reason whatsoever shall not give right to compensation in favour of the Service Provider.

CLAUSE 14 - OBLIGATION TO COLLABORATE

The Parties shall cooperate with each other in order to perform the Services of this Contract, and shall act in good faith in exercising their rights and performing their obligations under this Contract. The Parties declare that they shall not use any means that would prevent or make more difficult the execution of the obligations of each Party under this Contract.

CLAUSE 15 - RELATIONS BETWEEN THE PARTIES

This Contract under no circumstances create or imply a partnership, the creation of any entity having a separate legal personality, a principal-agent relationship, an employer-employee relationship or a third party beneficiary, other than the contractual relation defined in this Contract.

CLAUSE 16 - TERMINATION
The Parties may terminate the Contract as follows:

16.1 Termination by the Client:

The Client may terminate the Contract with a notice of Thirty (30) days without assigning any reason.

The Client may terminate the Contract if the Service Provider does not remedy a failure in the performance of its obligations under this Contract, within two (2) days after being notified by registered mail, and without prejudice to any claim for damages that could be made by the Client to the Service Provider.

In the event of a breach of Clauses 7 (Obligations of the Service Provider) and 17 (Confidentiality), the Client shall be entitled to immediately terminate the present Contract, without any prior notice being necessary.

In case of early termination for default of the Service Provider, the Service Provider shall not be entitled to any remuneration (other than the Remuneration provided in Clause 9 hereinabove for the Services rendered during the period before the termination date).

16.2 Termination for Default of Payment:

The Service Provider may terminate the Contract with written notice of 30 Days.

CLAUSE 17 - CONFIDENTIALITY

17.1 The Service Provider undertakes to keep strictly confidential any information that the Service Provider gets from the Client in any manner and the information the Client supplies before, during and after the performance of this Contract, and any information that the Service Provider has access to under this Contract.

17.2 The Service Provider undertakes, in addition, to keep, even after the termination of the Contract, the absolute secret on the Client’s business, and not to disclose to anyone, even to the Client’s agents who are not directly concerned by the project, information, notes, maps, neither any information on the business, process and results of operations that it had directly or indirectly acknowledged in respect with the present Contract.

CLAUSE 18 - ASSIGNMENT OF THE CONTRACT

This Contract is executed taking into consideration the technical skills and experience of the Service Provider. The Service Provider shall personally meet all of its obligations as set out in this Contract and shall refrain from assigning, sub-letting or transferring any of its duties under this Contract without the Client’s prior written approval.

CLAUSE 19 - LANGUAGE OF THE CONTRACT AND APPLICABLE LAW

This Contract, prepared in English, shall be executed and interpreted according to Pakistani law.

CLAUSE 20 - RESOLUTION OF DISPUTES

All disputes, claim or controversy arising in connection with this Contract that cannot be settled amicably between the Parties within thirty (30) Days after one Party has received from the other Party written notice, shall be finally and exclusively settled by arbitration in Lahore, Pakistan in the English language under the Arbitration Act of 1940 of Pakistan by one arbitrator appointed in accordance with the said Act.

CLAUSE 21 - GENERAL PROVISIONS

21.1 Notification

Every notice to be given under this Contract shall be in writing and either delivered by hand or sent by facsimile or by registered mail.

The address of each Party for the service of notices shall be as set out in the front page of the Contract (unless or until that address is changed by notice given under this clause).

Notice shall be deemed delivered upon receipt if delivered by hand, upon confirming advice of transmission and receipt if a facsimile copy is delivered by facsimile, and upon receipt if delivered by registered mail.
Any notice or other writing required or permitted to be given under this Contract or for the purposes of this Contract to any Party shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by fax or email to:

ADC (REV)/CHAIRMAN PROCUREMENT COMMITTEE
Office Address: ADC (REVENUE)/CHAIRMAN PROCUREMENT COMMITTEE,
RAHIM YAR KHAN

Email: adcryk@gmail.com

Mr.
Email: ____________________

21.2 Entire Contract

This Contract supersedes any and all relevant negotiations and any oral and written Contracts made previously and constitute the entire Contract between the Parties relating to the provision of the Services.

21.3 Modifications

This Contract may be amended, modified, superseded or cancelled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by each Party, or, in the case of a waiver, by the Party waiving compliance.

21.4 Severability

Should one or more provisions of this Contract be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected and the Parties shall in good faith restate the affected provision in a manner that it shall (a) respect the spirit of the affected provision in consideration of the whole Contract between the Parties and (b) be in compliance with applicable laws and regulations.

21.5 Waiver

The failure by a Party to enforce any provision of this Contract shall not be treated as a waiver of that provision, nor shall it affect the right of that Party subsequently to enforce that provision.

21.6 Interpretation

The headings to clauses contained in this Contract are inserted for convenience only and they do not form part of or affect the interpretation of this Contract.

In this Contract use of the singular includes the plural, use of the masculine includes the feminine and vice versa, according to the context.

In the event of any conflict between any provision of this Contract and its Appendices, the provision of the former shall prevail.

21.7 References

No press releases, public announcements or use in any list of references regarding the Client’s name, the Services or this Contract will be made without obtaining the Client’s prior written approval.

21.8 Penalties

In case of any violation of any provision of the Contract by the Service Provider, the Client shall be entitled to hold the Service Provider liable for any loss incurred to it because of such act of the Service Provider, either monetary, reputational or otherwise. Moreover, the Service Provider shall also be held liable to pay liquidated damages of 100% of the value of the Contract.

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Provided that for the purposes of this calculation of value of the Contract under this Clause, maximum sums paid to the Service Provider for the services rendered to the Client in any month under this Contract shall be considered as value of the Contract.

Provided further, that if the Service Provider does not provide quality and timely services, the Client may ask someone else from the open market to perform such services and hold the Service Provider responsible under this Clause and also hold Service Provider responsible to pay any difference between the sums paid against services so acquired and the sums agreed upon between the Parties.

Notwithstanding anything contained in this Contract, frequent change of monthly hired vehicles may cause the Service Provider a further deduction of 25% of the total invoice for the said duty

For and on behalf of

The Client

ADC (REVENUE)/CHAIRMAN PROCUREMENT COMMITTEE

Witness

Signature: ____________________

Name: _______________________

Title: ADC (Rev)/Chairman Procurement Committee

CNIC: ______________________ (Seal)

Address: Office of ADC (Rev), Rahim Yar Khan

For and on behalf of

The Service Provider

M/S

Witness

Signature: ____________________

Name: _______________________

Title: ________________________

CNIC: ______________________ (Seal)

Address: ______________________