HIRING OF SERVICES FOR REPAIR AND MAINTENANCE OF PHOTOCOPIERS AND DIGITAL PRINTING PRESSES

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**Important Note**

Bidders must ensure that they submit all the required documents indicated in the Bidding Document without any discrepancy. Bids received without undertakings, valid documentary evidence, supporting documents and the manner for the various requirements are mentioned in the Bidding Document are liable to be rejected at the initial stage. Valid documentary evidences as detailed hereinafter should be submitted by bidders for preliminary and detailed examination.

**Applicability of Punjab Procurement Rules, 2014 (Amended Till Date of Advertisement of the Relevant ITB Notice)**

This Bidding Process will be governed under Punjab Procurement Rules 2014 as amended from time to time and following instructions of the Government of Punjab. In case any clause, term or condition of this bidding document is in conflict with Punjab Procurement Rules (Amended till date of advertisement of the relevant ITB notice), the provisions given in Punjab Procurement Rules (Amended till date of advertisement of the relevant ITB notice) will prevail.
1  Invitation to Bid

1.1  Punjab Procurement Rules to be followed

1.1.1  Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice) will strictly be followed. These may be obtained from PPRA’s website.

1.1.2  In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice).

1.2  Mode of Advertisement(s)

1.2.1  The estimated bid is less than three million rupees. So following Rule 12(1) of Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice), the respective Invitation to Bid Notice is advertised on websites of PPRA and PEF.

1.3  Type of Open Competitive Bidding

1.3.1  As per Rule 38(2)(a) of Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice), Single Stage – Two Envelope Bidding Procedure shall be followed.

1.3.2  Bids shall be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be:

1.3.2.1  Bid be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;

1.3.2.2  The envelopes shall be marked as “Financial Proposal” and “Technical Proposal”;

1.3.2.3  In the first instance, the “Technical Proposal” shall be opened and the envelope marked as “Financial Proposal” shall be retained unopened in the custody of the procuring agency;

1.3.2.4  The procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;

1.3.2.5  During the technical evaluation no amendments in the technical proposal shall be permitted;

1.3.2.6  After the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;

1.3.2.7  The financial proposal of the bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of grievance period or the decision of the complaint, if any, filed by the non-responsive bidder, whichever is later. Provided that procuring agency may return the sealed financial proposal earlier if the disqualified or non-responsive bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the procuring agency; and

1.3.2.8  Aggregate lowest evaluated bidder will be awarded the contract.

1.3.2.9  In case of equal financial bids submitted by different bidders at the time of financial opening, bid of the bidder who has more experience shall be given preference and will be selected. Experience will be calculated from the date of registration with FBR for NTN. In case bidders are registered on same day, one with highest financial soundness as per transactions in bank statement of the past two financial years will be preferred and selected.
2 Instructions to Bidders (ITB)

2.1 Bidding Details

2.1.1 All bids must be accompanied by Bid Security, as per provisions of this Bidding Document clause “Bid Security” in favor of “Punjab Education Foundation”. The complete bids, as required under this Bidding document, must be delivered to the Dak Section of Punjab Education Foundation located at 52 – L, Gulberg – III near Kalma Chowk, Lahore, not later than March 02, 2021 at 11:00 am. Late bids shall not be accepted.

2.1.2 Technical bids shall be publicly opened in office of Punjab Education Foundation located at 52 – L, Gulberg – III near Kalma Chowk, Lahore at 11:30 am on the last day of bid submission.

2.1.3 Queries of bidders (if any) for seeking clarifications relevant to this procurement must be received in writing to the Procuring Agency within seven (07) days of publication of the relevant ITB Notice and queries will be responded within ten (10) days of publication of the relevant ITB Notice. Any query received after said date may not be entertained. All queries shall be responded to within due time.

2.1.4 Bidders shall submit bid complying with the Bidding Document. Alternative bids shall not be considered. Attention of bidders is drawn to the provisions of this bidding document clauses regarding “Determination of Responsiveness of Bid” and “Rejection and Disqualification of Bid” for making their bids substantially responsive to requirements of the Bidding Document.

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

2.1.6 The contractor should be fully and completely responsible for all the deliveries and deliverables to the Procuring Agency under this contract.

2.1.7 The Primary and Secondary contacts for all correspondence in relation to this bid are as follows:

Primary Contact
Name: Shahid Iqbal
Designation: Superintendent Admin
Contact No: 042-99232791 Ext. 44
Email: shahid.iqbal@pef.edu.pk

Secondary Contact
Name: Mr. Mazhar Iqbal
Designation: Deputy Director (Procurement)
Contact No: 99232791 Ext. 54
Email: mazhar.iqbal@pef.edu.pk
2.1.8 Bidders should note that during the period from the receipt of bids and until further notice, all queries should be communicated via Primary Contact and in writing only. In case of an urgent situation where Primary Contact cannot be contacted, bidders may alternatively direct their enquiries through Secondary Contact.

2.1.9 Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of their authorized representative through whom all communications shall be directed until the process has been completed or terminated.

2.1.10 Failure to supply required services within the specified time period will invoke penalty as specified in this document.
3 TERMS AND CONDITIONS OF TENDER

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

3.1.1 "Commencement Date of Contract" means the date on which both parties affix their signatures to contract.

3.1.2 "Day" means calendar day.

3.1.3 “Machine” means any of the three Konica Minolta Bizhub 654e Photocopiers or any of the two Konica Minolta Pro 951 Mono Digital Presses.

3.1.4 "Services" means services required in this tender which the contractor is required to provide to the Procuring Agency under the contract.

3.1.5 “Written” means written in form of email or hard copy.

3.2 Notice
In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the contractor and the Procuring Agency, the same shall be:

3.2.1 In writing;
3.2.2 Issued within reasonable time;
3.2.3 Served by sending the same by email/ courier/ post/ dispatch rider to their specified addresses which they shall notify for the purpose; and
3.2.4 The words "notify", "certify", "order", “consent”, “approve”, “instruct”, shall be construed accordingly.

3.3 ELIGIBILITY CRITERIA
Eligible bidder is a bidder who:

3.3.1 Is registered with Tax Authorities for NTN and GSTN/ PSTN as per relevant laws in Pakistan (whichever is applicable);
3.3.2 Provides copies of audited financial statements of FY 2017-18 or 2018-19 depicting sound financial strength (minimum Rs.3 million value in a financial year). In case of non-availability of audited financial statements, copies of contracts/ work orders/ MOUs, etc. depicting Rs.3 million value in a year shall be furnished. (Bank statement shall not be accepted as an alternative);
3.3.3 Has experience of providing related services supported by documentary proof like copies of three (03) work orders/ contracts/ MOUs/ satisfactory completion certificates, etc. of the same;
3.3.4 Does not apply in the capacity of joint venture;
3.3.5 Has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan in last two years;
3.3.6 Has purchased bidding document from the office of undersigned upon a formal request and cash payment of Rs. 500/- (nonrefundable).

Note: Verifiable documentary proof for all above requirements is mandatory, noncompliance shall lead to disqualification. Noncompliance of any term or condition mentioned in the relevant Invitation to Bid Notice or Bidding Document shall also lead to disqualification.

Bidders must submit bid security of Rs.25,200/- which is 2% of estimated price of Rs.1,260,000/- estimated by PEF as per bid security clause of this document else their bids will be rejected. Bid security instrument may be enclosed either with technical or financial proposal.
3.4 Cost Related to Bid Preparation and Submission
A bidder shall bear all costs and expenses associated with the preparation and submission of bids and the Procuring Agency shall in no case be responsible/liable for those costs and expenses.

3.5 Examination of Bidding Document
Bidders are expected to examine the Bidding Document, including all instructions and terms and conditions.

3.6 Clarification of Bidding Document
Bidders may require further information or clarification of the Bidding Document, within 7 days after publication of the relevant ITB Notice on website of PPRA.

3.7 Amendment of Bidding Document
3.7.1 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 a bidder, amend the Bidding Document, on any account, for any reason. The amendment(s) shall be part of the Bidding Document and binding on the bidders.
3.7.2 The Procuring Agency shall notify the amendment(s) to the prospective bidders.
3.7.3 The Procuring Agency may, at its exclusive discretion, amend the Bidding Document to extend the deadline for the submission of Bid as per Rule 29 of Punjab Procurement Rules, 2014 (Amended till date of advertisement of the relevant ITB notice).

3.8 Preparation/Submission of Bid
The bid along with all the related documents submitted by a bidder shall be in paper form and shall either be in Urdu or English or both. Bids submitted in any other from or language will be rejected. The bids shall be accompanied by the required Forms, Annexures, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. (whichever is applicable) which shall be completely filled in, stamped and signed by the bidder or its authorized representative. This is made obligatory to affix authorized signatures with official stamp on all documents, annexure, copies, certificates, letters, forms, etc. as part of the bids submitted by bidders.

Technical and Financial Proposals will be considered incomplete if any of the following documents are missing from the submitted bids. Procuring Agency reserves the right and shall reject any bid submitted without any of the documents mentioned below:

3.8.1 Technical Proposal shall comprise the following:
3.8.1.1 Undertaking on stamp paper of Rs.50/- (all terms and conditions and qualifications listed anywhere in this bidding document have been satisfactorily vetted and the bidder is not blacklisted anywhere in Pakistan in last two years) (Annexure-A).
3.8.1.2 Covering letter duly signed and stamped by authorized representative on official letter head of bidder (Annexure-B).
3.8.1.3 Checklist of the required documents (Annexure-C).
3.8.1.4 Proof of registration with tax authorities for NTN and GSTN/ PSTN as per relevant laws in Pakistan (whichever is applicable).
3.8.1.5 Copies of audited financial statements of FY 2017-18 or 2018-19 depicting sound financial strength (minimum Rs.3 million value in a financial year). In case of non-availability of audited financial statements, copies of contracts/work orders/MOUs, etc. depicting Rs.3 million value in a year shall be furnished. (Bank statement shall not be accepted as an alternative).
3.8.1.6 Copies of three (03) work orders/contracts/MOUs/satisfactory completion certificates, etc. showing experience of providing related services.
3.8.1.7 Undertaking on official letter head that the bidder is not applying in the capacity of joint venture for this bid.
3.8.1.8 Duly signed and stamped copy of bidding document to ensure that the participating bidder certifies that each page has been read, understood and all terms and conditions on each page have been accepted unconditionally. (Only the copy of the signed and stamped bidding document issued by PEF to a representative of the participating bidder will be accepted. The copy uploaded on PPRA website is just for information purposes and will not be accepted);

3.8.1.9 Copy of bidding document purchase slip.

3.8.2 Financial Proposals shall comprise the following:

3.8.2.1 Price Schedule (Annexure-D).

Note: Bid security instrument may be attached either with technical or financial proposal.

3.8.3 Bidders shall seal the Technical Proposal in an envelope duly marked as under:

Technical Proposal
[Name of Tender and Title]
[Name of Procuring Agency]
[Address of Procuring Agency]

[Name of bidder]
[Address of bidder]
[Phone No. of bidder]

3.8.4 Bidders shall seal the Financial Proposal in an envelope duly marked as under:

Financial Proposal
[Name of Tender and Title]
[Name of Procuring Agency]
[Address of Procuring Agency]

[Name of bidder]
[Address of bidder]
[Phone No. of bidder]

3.8.5 Bid shall be dropped by hand, courier or through registered mail to reach the Dak Section of the Procuring Agency’s office at 52 – L, Gulberg – III near Kalma Chowk, Lahore not later than due date and time for submission of bids. No late bid shall be accepted.

3.9 Taxes and Duties

Bidders shall be entirely responsible for all taxes, duties and other such levies imposed and making inquiries on applicable taxes to the concerned authorities.

3.10 Bid Price

The quoted price shall be:

3.10.1 Best/ Final/ Fixed and valid until completion of all obligations under the Contract i.e. not subject to variation/ escalation;

3.10.2 In Pak Rupees;

3.10.3 Inclusive of all taxes and charges related to duties, levies, insurance, freight, labor, transportation till delivery point, incidental services, complementary services, etc. (whichever is applicable);

3.10.4 Technical proposal should not contain any mention of prices. Price Schedule shall only be submitted with the sealed Financial Proposal.
3.10.5 The Procuring Agency will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates of direct taxes or structure of applicable direct taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

3.10.6 The Contractor shall not charge prices for the services delivered and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

3.10.7 If a bidder quotes price of services without inclusion of taxes, it would be considered that the bid is inclusive of all applicable taxes.

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

3.10.9 Bidder are responsible for the correctness and sufficiency of the Bid and price quoted in the Bid shall be deemed to cover all obligations under this Bidding Process.

3.10.10 The Bids shall be checked for any arithmetic errors which shall be rectified, as follows:

3.10.10.1 If there is a discrepancy between the amount in figures and the amount in words for the total bid price entered in the price schedule, the actual sum of itemized total prices will be considered as the total bid price.

3.10.10.2 If there is a discrepancy in the actual sum of the itemized total prices and the total bid price quoted in the price schedule, the actual sum of the itemized total prices shall govern.

3.10.10.3 If there is a discrepancy between the unit price and the total price entered in the price schedule, resulting from incorrect multiplication of the unit price by the quantity, the unit price 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 price, in which case the total price as quoted shall govern and the unit price shall be corrected.

3.10.10.4 The bid price as determined after arithmetic corrections shall be termed as the corrected total bid price which shall be binding upon the bidder.

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

3.11 Bid Security

Bidders shall furnish the Bid Security as under:

3.11.1 Shall be in the form of CDR / DD / PO / BC in the name of Punjab Education Foundation;

3.11.2 Personal or business cheque shall not be entertained in any case.

3.11.3 Bidders are required to submit bid security of Rs.25,200/- (2% of estimated price of Rs.1,260,000) as per bid security Rule of Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice) which states that a procuring agency may require the bidders to furnish a bid security not exceeding five per cent of the price of procurement as estimated by the procuring agency;

3.11.4 Must be enclosed either in the envelope of technical or financial proposal otherwise the bid will be declared non-responsive / disqualified;

3.11.5 Denominated in Pak Rupees;

3.11.6 Having a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Bid
3.11.7 The bid security shall be returned to the technically disqualified bidders with their unopened/ sealed financial bid while the unsuccessful bidders shall be returned the bid security only. The Bid Security shall be returned to the successful bidder on signing of contract.

3.11.8 Bid security will not be adjustable against any payment.

3.11.9 Punjab Education Foundation is not responsible to pay any interest or benefit on the amount submitted as bid security against this bid that could accumulate in the same period by investing or depositing in any bank or any other such institution, organization or elsewhere;

3.11.10 Bid security submitted by a bidder may be forfeited if:
   3.11.10.1 Bidder has been found involved in the concealment of facts.
   3.11.10.2 Any false / misleading information is provided in the submitted bid.
   3.11.10.3 Bidder backs out from fulfilling the obligations of bid after opening of the bid.
   3.11.10.4 Lowest evaluated bidder refuses to sign the contract.

3.12 Bid Validity

The Bid shall have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Bid. The Procuring Agency may solicit the bidder's consent to an extension of the validity period of the Bid. The request and the response thereto shall be made in writing. If the bidder agrees to extension of validity period of the Bid, the validity period of the Bid Security shall also be suitably extended. The bidder may refuse extension of validity period of the Bid, without forfeiting the Bid security as per Clause 28(4) (c) (Amended till date of advertisement of the relevant ITB notice).

3.13 Modification/ Withdrawal of the Bid

3.13.1 A bidder may, by written notice served on the Procuring Agency, modify or withdraw the bid after its submission prior to the deadline for submission of bids.

3.13.2 The bid, withdrawn after the deadline for submission of bids and prior to the expiration of the period of Bid Validity, shall result in forfeiture of the Bid Security.

3.14 Clarification of the Bid

The Procuring Agency shall have the right, at its exclusive discretion, to require, further information or clarification of the Bid, from any or all the bidders. The procuring agency may, if necessary after the opening of the bids, seek and accept such clarifications of the bid as do not change the substance of the bid as per Rule 33 (2) of Punjab Procurement Rules (Amended till date of advertisement of the relevant ITB notice). No change in the price or substance of the Bid shall be sought, offered or permitted except as required to include the corrections of arithmetical errors discovered in the Bid. Acceptance of any such correction is sole discretion of the Procuring Agency.

3.15 Determination of Responsiveness of Bid

The Procuring Agency shall determine the substantial responsiveness of bid to the Bidding Document, prior to bid evaluation, on the basis of contents of the bid without recourse to extrinsic evidence. A substantially responsive Bid is one which:

3.15.1 Meets the eligibility criteria given herein this Bidding Document;

3.15.2 Offers fixed price for complete services as per Price Schedule;
3.15.3 Conforms to all terms and conditions of the documents issued by Procuring Agency in reference to this procurement process. These include but are not limited to the Bidding Document, Invitation to Bid Notice, Corrigendum, Addendum, etc. (whichever is applicable), without material deviation or reservation;

3.15.4 A material deviation or reservation is one which affects the scope, quality of services or limits the Procuring Agency's rights or the bidder's obligations under the Contract.

3.15.5 A bid determined as not substantially responsive shall not subsequently be made responsive by the bidder by correction or withdrawal of the material deviation or reservation.

3.16 Rejection and Disqualification of Bid

The Procuring Agency may reject all bids or proposals at any time prior to the acceptance (issuance of Acceptance Letter). The Procuring Agency shall upon a written request communicate to any bidder, the grounds for rejecting all bids or proposals, but shall not be required to justify those grounds. The Procuring Agency shall incur no liability, solely, by virtue of rejection of bids. However, bidders shall be promptly informed about the rejection of the bids, if any as per Rule 35 of Punjab Procurement Rules, 2014 (Amended till date of advertisement of the relevant ITB notice).

Likewise, Procuring Agency shall upon a written request communicate to any bidder, the grounds for its technical disqualification, but shall not be required to justify those grounds. A bid shall be rejected/disqualified if it is:

3.16.1 Substantially non-responsive in a manner prescribed in this document especially to the clause ‘Determination of Responsiveness of Bid’; or
3.16.2 Submitted in other than prescribed forms, annexes, documents by other than specified mode and language; or
3.16.3 Submitted bid is not in paper form;
3.16.4 Incomplete, partial, conditional, alternative, late; or
3.16.5 A bidder has conflict of interest with the Procuring Agency; or
3.16.6 A bidder tries to influence the Bid evaluation/ Contract award; or
3.16.7 A bidder engages in corrupt or fraudulent practices in competing for the contract award;
3.16.8 A bidder fails to meet the requirements of Bid Eligibility/ Qualification Criteria;
3.16.9 A bidder fails to meet the Technical and Financial evaluation of Proposal;
3.16.10 There is any discrepancy between Bidding Documents and bidder’s proposal i.e. any non-conformity, inconsistency, informality or irregularity in the submitted bid.
3.16.11 Bidder does not enclose bid security instrument either in the envelope of technical or financial proposal
3.16.12 A bidder submits any financial condition as part of its bid which is not in conformity with bidding document.

3.17 TECHNICAL AND FINANCIAL EVALUATION OF PROPOSAL

Bidders who have duly complied with Bid Eligibility and requirements of the relevant bidding document will be eligible for further processing.

3.17.1 During the technical evaluation no amendments in the technical proposal shall be permitted;
3.17.2 The bids with technical proposals conforming to terms and conditions of this bid document, invitation to bid notice, corrigendum, addendum (whichever applicable) will be considered for financial evaluation and thus, only their financial proposal will be opened.

3.17.3 After evaluation of the technical proposals, financial proposals of the technically responsive/ qualified bids will be opened, publically at a time, date and venue which will be announced and communicated to the bidders in advance, within the bid validity period;

3.17.4 The financial proposals of the bids found technically nonresponsive shall be returned un-opened to the respective bidders;

3.17.5 All bidders may check results (bid evaluation) at website of PPRA.

3.18 Award Criteria

The eligible bidder fulfilling the qualification and technical evaluation criteria will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all formalities mentioned in the relevant Invitation to Bid and this Bidding Document.

3.19 Acceptance Letter and Contract

As per provisions of Rule (55) of Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice), the Procuring Agency shall issue the Acceptance Letter to the successful bidder, at least after 10 days of announcement of bid evaluation reports (Rule-37 of Punjab Procurement Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Bid, which shall constitute a Contract, until execution of the formal Contract. Contract will be signed after issuance of Acceptance Letter subject to submission of performance guarantee. Work order will be issued subject to signing of contract and submission of performance guarantee.

3.20 Restarting Bidding Process from any Prior Stage

As per provision in Rule 35 (5) of Punjab Procurement Rules, 2014 (Amended till date of advertisement of the relevant ITB notice), the procuring agency may, for reasons to be recorded in writing, restart bidding process from any prior stage if it is possible without violating any principle of procurement contained in Rule 4 of Punjab Procurement Rules, 2014 (Amended till date of advertisement of the relevant ITB notice) and shall immediately communicate the decision to the bidders.

3.21 Redressal of Grievances by the Procuring Agency

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

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

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

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

3.22 Language of Bid

The bid and all documents relating it, exchanged between a bidder and Procuring Agency, shall either be in Urdu or English or both. Bidders shall bear all costs of translation to English or Urdu and all risks of the accuracy of such translation.
3.23 Eligible Goods and Services

In case imported, consumables and all parts to be used in repair and maintenance under the contract shall be imported via eligible source countries and all expenditures made under the contract shall be limited only to such consumables and parts.
Contract Title:

[Name of Contractor]

Dated:
This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year],
between Punjab Education Foundation (the “Procuring Agency”), on one part,
and

[full legal name of Contractor & Address], on the other part severally liable to the
Procuring Agency for all of the Contractor’s obligations under this Contract and is deemed to
be included in any reference to the term “the Contractor.”

RECITALS

WHEREAS,

(a) The Procuring Agency intends to spend a part of its budget / funds for making eligible
payments under this contract. Payments made under this contract will be subject, in all
respects, to the terms and conditions of the Contract in lieu of the services as described in the
contract.

(b) The Procuring Agency has requested the Contractor to provide certain services as described in
the relevant Invitation to Bid notice and Bidding Document; and

(c) The Contractor, having represented to the Procuring Agency that it has the required
professional skills, personnel and technical resources, has agreed to provide such services on
the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

1. The Contractor hereby contracts / undertakes with the Procuring Agency to supply the
services and to remedy damage therein, at the time and in the manner, in conformity in all
respects with the provisions of the Contract, in consideration of the payments to be made by
the Procuring Agency to the Contractor.

2. The Procuring Agency hereby covenants with the Contractor to pay the Contractor, the
Contract Price as may become payable, at the times and in the manner, in conformity in all
respects with the provisions of the Contract, in consideration of provision of services and
remedying of damage therein.

3. The contract price for supplying satisfactorily all the Services, that the contractor is liable to
provide under the contract as per the scope mentioned in bidding documents, shall be
Rs.__________.

4. The following shall be deemed to form and be read and construed as part of this Contract:

   a. The Bidding Document
   b. Terms and Conditions of the Contract
   c. Bidder’s Proposal
   d. The Scope of Work
   e. Price Schedule

4. This Contract shall prevail over all other documents. In the event of any discrepancy/
inconsistency within the Contract, the above Documents shall prevail in the order listed
above.
IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For **Punjab Education Foundation (PEF)**: For [full legal name of the Contractor]:

<table>
<thead>
<tr>
<th>Field</th>
<th>PEF Information</th>
<th>Contractor Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name (As per CNIC)</td>
<td>-----------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Father Name:</td>
<td>-----------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>CNIC Number:</td>
<td>-----------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Designation:</td>
<td>-----------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Address:</td>
<td>-----------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Signature:</td>
<td>-----------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>Thumb Impression:</td>
<td>-----------------</td>
<td>------------------------</td>
</tr>
</tbody>
</table>

**WITNESSES:**

**First Party**

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name (As per CNIC)</td>
<td>------------</td>
</tr>
<tr>
<td>Father Name:</td>
<td>------------</td>
</tr>
<tr>
<td>CNIC Number:</td>
<td>------------</td>
</tr>
<tr>
<td>Designation:</td>
<td>------------</td>
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<tr>
<td>Address:</td>
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</tr>
<tr>
<td>Signature:</td>
<td>------------</td>
</tr>
<tr>
<td>Thumb Impression:</td>
<td>------------</td>
</tr>
</tbody>
</table>

**Second Party**

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name (As per CNIC)</td>
<td>------------</td>
</tr>
<tr>
<td>Father Name:</td>
<td>------------</td>
</tr>
<tr>
<td>CNIC Number:</td>
<td>------------</td>
</tr>
<tr>
<td>Designation:</td>
<td>------------</td>
</tr>
<tr>
<td>Address:</td>
<td>------------</td>
</tr>
<tr>
<td>Signature:</td>
<td>------------</td>
</tr>
<tr>
<td>Thumb Impression:</td>
<td>------------</td>
</tr>
</tbody>
</table>
4 SPECIAL CONDITIONS OF THE CONTRACT

4.1 Terms of Reference/ Scope of Required Services

Punjab Education Foundation intends to sign Service Level Agreement (SLA) for Printing Services. The SLA will be signed for the machines mentioned in below table owned by Punjab Education Foundation and installed in its office in Lahore. Summary of the bid scope is tabulated below:

<table>
<thead>
<tr>
<th>Sr. #</th>
<th>Description of Machine</th>
<th>Number of Machines Installed at PEF</th>
<th>Number of Pages Required From All Machines in a Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Service Level Agreement for Per-Page Price for Konica Minolta Pro 951 Mono Digital Press</td>
<td>02</td>
<td>=800,000/-</td>
</tr>
<tr>
<td>2</td>
<td>Service Level Agreement for Per-Page Price for Konica Minolta Bizhub 654e Photocopier</td>
<td>03</td>
<td>=600,000/-</td>
</tr>
</tbody>
</table>

4.1.1 Bidders are required to quote price of printing per page.
4.1.2 Electricity and papers will be provided by PEF.
4.1.3 Repair, maintenance and all consumables will be the responsibility of the successful contractor.
4.1.4 In emergency cases, PEF may demand services of resident technician without any extra charges for smooth functioning of machines.
4.1.5 In case of any major break down beyond 12 working hours, contractor will provide replacement service unit(s) without any additional price.
4.1.6 Contractor will ensure trouble free and quality prints.
4.1.7 Life of Consumables for Konica Minolta Pro 951 Mono Digital Press:

<table>
<thead>
<tr>
<th>Sr. #</th>
<th>Consumable / Part</th>
<th>Print Life</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Drum</td>
<td>1,000,000</td>
</tr>
<tr>
<td>2</td>
<td>Developer</td>
<td>1,000,000</td>
</tr>
<tr>
<td>3</td>
<td>Drum Cleaning Blade</td>
<td>1,000,000</td>
</tr>
<tr>
<td>4</td>
<td>Upper Heat Roller</td>
<td>1,000,000</td>
</tr>
<tr>
<td>5</td>
<td>Lower Heat Roller</td>
<td>1,000,000</td>
</tr>
<tr>
<td>6</td>
<td>Drum Separating Claws</td>
<td>1,000,000</td>
</tr>
<tr>
<td>7</td>
<td>Fusing Separating Claws</td>
<td>1,000,000</td>
</tr>
<tr>
<td>8</td>
<td>Cleaning Web</td>
<td>1,000,000</td>
</tr>
<tr>
<td>9</td>
<td>Charging Grid</td>
<td>1,000,000</td>
</tr>
<tr>
<td>10</td>
<td>Discharge Wire</td>
<td>1,000,000</td>
</tr>
<tr>
<td>11</td>
<td>Feeding Roller (Per Tray)</td>
<td>1,000,000</td>
</tr>
<tr>
<td>12</td>
<td>Toner</td>
<td>105,000</td>
</tr>
</tbody>
</table>

4.1.8 Life of Consumables for Konica Minolta Bizhub 654e Photocopier:

<table>
<thead>
<tr>
<th>Sr. #</th>
<th>Consumable / Part</th>
<th>Print Life</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Drum</td>
<td>300,000</td>
</tr>
<tr>
<td>2</td>
<td>Developer</td>
<td>1,200,000</td>
</tr>
<tr>
<td>3</td>
<td>Transfer Belt</td>
<td>600,000</td>
</tr>
<tr>
<td>4</td>
<td>Transfer Roller</td>
<td>600,000</td>
</tr>
<tr>
<td>5</td>
<td>Toner</td>
<td>40,800</td>
</tr>
</tbody>
</table>
4.1.9 Consumables / Parts mentioned in but not limited to clauses 4.1.7 to 4.1.8 will be replaced on expiry of their respective print lives or usability/ malfunctioning, whichever is earlier.

4.2 Contract Duration

The duration contract for SLA will initially be for one (1) year. Contract can be terminated by PEF any time with a thirty (30) days advance notice and without assigning any reason. However, any work awarded before the expiry of one (01) year shall be completed even after the contract duration is expired. Contractual liabilities and obligations will remain binding on the contractor even after the expiry of duration of contract.

4.3 Performance Guarantee

The successful contractor shall furnish Performance Guarantee as under:

4.3.1 Within three (03) working days of the receipt of the Acceptance Letter from the Procuring Agency;
4.3.2 In the form of Bank Guarantee / CDR / PO / DD / BC issued by a scheduled bank operating in Pakistan;
4.3.3 Personal or business cheque shall not be entertained in any case.
4.3.4 For a sum equivalent to 10% (ten percent) of the value of contract;
4.3.5 Will be retained for a period of 15 months from the date of signing of contract subject to Satisfactory Completion Certificate by concerned department;
4.3.6 In Pak Rupees;
4.3.7 Performance guarantee will not be adjustable against any payment;
4.3.8 Punjab Education Foundation is not responsible to pay any interest or benefit on the amount submitted as performance guarantee against this bid that could accumulate in the same period by investing or depositing in any bank or any other such institution, organization or elsewhere;
4.3.9 The Performance Guarantee may be forfeited if:
   4.3.9.1 If the contractor commits a default under the contract;
   4.3.9.2 If the contractor fails to fulfill any of the obligations under the contract;
   4.3.9.3 If the contractor violates any of the considerable terms and conditions of the contract.

The contractor shall cause the validity period of the Performance Guarantee to be extended for such period(s) as the contract performance may be extended.

4.4 Delivery

4.4.1 Contractor will start provision of services within 04 days after issuance of acceptance letter.
4.4.2 All machines are installed at PEF office located at 52 – L, Gulberg – III near Kalma Chowk, Lahore.

4.5 Liquidated Damages

In case extension in time under clause 4.5 is not granted by the Competent Authority of PEF, liquidated damages will be applicable as per details mentioned below:

4.5.1 In case contractor will not start provision of services within 04 days of issuance of acceptance letter, 0.2 % of the value of contract will be imposed as penalty per day.
4.5.2 However the penalty shall not exceed 10% of the total value of contract.
4.5.3 After 30 days of continuous noncompliance, PEF reserves the right to confiscate performance guarantee in addition to imposition of Liquidated Damage Charges.
4.5.4 PEF might also blacklist and debar the contractor from participating in public
procurements in case of unnecessary delay in the execution of contract.

4.5.5 Contractor shall be bound to provide services for the uninterrupted functioning of all machines.

4.5.6 In case of interruption in continuous functioning of any of the machines, the contractor shall remove the reasons of hindrance within four working hours of their report otherwise 1% of monthly payment of the relevant machine will be deducted for each of such event.

4.6 Payment

4.6.1 Payment will be made at the end of each month as per actual number of pages printed.

4.6.2 Payment shall not be made in advance and against partial deliveries against a work order. However, if the procuring agency delays or stops the deliveries of a work order, partial payment against the satisfactory partial deliveries shall be made promptly.

4.6.3 The Procuring Agency shall pay the amount verified within thirty (30) days from the date of receipt of bill/invoice along with requisite documents subject to Satisfactory Completion Certificate by the concerned department.

4.6.4 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

4.6.5 The Procuring Agency shall make payment for the defect free services supplied, to the Contractor, as per Government policy, in Pak Rupees, through cheque/PO/DD/CDR.

4.6.6 All type of government duties and taxes shall be dealt as per applicable laws of Pakistan at the time of payment. Foundation shall not be responsible for increase in deduction of direct taxes due to change in laws of Pakistan.

4.7 Satisfactory Completion Certificate for Services

The Procuring Agency will issue Satisfactory Completion Certificate to the Contractor upon successful completion of delivery of services which the Contractor is liable to provide in consideration of this Contract.

4.8 Contract Amendment

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

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

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

4.8.4 No variation or modification in the Contract shall be made, except by written amendment signed by both the Procuring Agency and the Contractor.
5 General Conditions of Contract

5.1 Contract
The successful bidder shall sign the Contract within three days of receiving of Acceptance Letter from the Procuring Agency.

5.2 Contract Cost
The Contractor shall bear all costs/ expenses associated with the preparation of the Contract and the Procuring Agency shall in no case be responsible/ liable for those costs/ expenses. The successful bidder shall provide legal stamp papers of relevant value according to Government rules and regulations for signing of the formal contract.

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

5.4 Contract Language
The Contract and all documents relating to the Contract, exchanged between the Contractor and the Procuring Agency, shall be either in Urdu or English or both. The Contractor shall bear all costs of translation to English or Urdu and all risks of the accuracy of such translation.

5.5 Standards
The services provided under this Contract shall conform to the authoritative latest industry standards.

5.6 Patent Right
The Contractor shall indemnify and hold the Procuring Agency harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the services or any part thereof.

5.7 Inspection and Verification
The Procuring Agency may reject the services if they fail to conform to the specifications, in any inspection(s) and the bidder may be allowed to make all alteration necessary to meet the specifications in coordination with Procuring Agency’s concerned department.

The Procuring Agency’s right to inspect and, where necessary, reject the services shall in no way be limited or waived by reason of the services having previously been inspected and passed by the Procuring Agency or its representative prior to the services delivery from the point of Supply.

5.8 Assignment / Subcontract
5.8.1 The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Procuring Agency's prior written consent.

5.8.2 The Contractor shall guarantee that any and all assignees of the Contractor shall, for performance of any part/ whole of the services under the contract, comply fully with the terms and conditions of the Contract applicable to such part/ whole of the services under the contract.
5.9 Blacklisting

The Procuring Agency may, for a specified period, debar a bidder or contractor from participating in any public procurement process of procuring agency, if the bidder or contractor has:

(a) Acted in a manner detrimental to the public interest or work practices;
(b) Consistently failed to perform his/ her obligation under the contract;
(c) Not performed the contract up to the mark; or
(d) Indulged in any corrupt practice.

5.10 Termination for Default

5.10.1 If the Contractor fails or delays the performance of any of the obligations, under the Contract, violates any of the provisions of the Contract/ commits breach of any of the terms and conditions of the Contract the Procuring Agency may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure/ delay, within fifteen working days of intimation (or such longer period as the Client may allow in writing).

5.10.2 If the Procuring Agency terminates the Contract for default, in whole or in part, the Procuring Agency may procure, upon such terms and conditions and in such manner as it deems appropriate, services, similar to those undelivered, and the Contractor shall be liable to the Procuring Agency for any excess costs for such similar services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

5.11 Termination for Convenience

5.11.1 The Procuring Agency may, at any time, by written notice served on the Contractor, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.

5.11.2 The services, which are complete or to be completed by the Contractor, within seven working days after the receipt of such notice, shall be accepted by the Procuring Agency.

5.11.3 For the remaining services, the Procuring Agency may elect:

5.11.3.1 To have any portion thereof completed and delivered; and/or
5.11.3.2 To cancel the remainder and pay to the Contractor an agreed amount for partially supplied services, together with a reasonable allowance for overhead and profit.

5.12 Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Procuring Agency may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

5.13 Force Majeure

For the purpose of this contract “Force Majeure” means an event which is beyond the reasonable control of the contractor and which makes contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies.
5.13.1 The Contractor shall not be liable for liquidated damages, blacklisting for future bids, if and to the extent its failure/ delay in performance/ discharge of obligations under the Contract is the result of an event of Force Majeure.

5.13.2 If a Force Majeure situation arises, the Contractor shall, by written notice served on the Procuring Agency, indicate such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

5.13.3 Force Majeure shall not include:

5.13.3.1 Any event which is caused by the negligence or intentional action of bidder or its agents or employees, nor

5.13.3.2 Any event, which the bidder could reasonably have been expected to:
   5.13.3.2.1 Take into account at the time of the conclusion of this Contract and;
   5.13.3.2.2 Avoid or overcome in the carrying out of its obligations here under.
   5.13.3.2.3 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

5.14 Dispute Resolution

5.14.1 The Procuring Agency and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

5.14.2 If after thirty working days, from the commencement of such informal negotiations, the Procuring Agency and the bidder have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred to Arbitration Committee of PEF headed by Managing Director PEF. The decision of Arbitration Committee shall be final and binding on the parties, and it will not be challenged in any court of Law.

5.15 Statutes and Regulations

5.15.1 The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.

5.15.2 The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Procuring Agency indemnified against all penalties and liability of any kind for breach of any of the same.

5.16 Authorized Representative

5.16.1 The Procuring Agency or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any/ all of the duties/ authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.

5.16.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him/her, by the Procuring Agency or the Contractor.

5.16.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
5.16.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For **Punjab Education Foundation (PEF):**

Name: (As per CNIC) ---------------
Father Name: -----------------------
CNIC Number: ---------------------
Designation: ----------------------
Address: --------------------------
Signature: ------------------------
Thumb Impression: ---------------

**WITNESSES:**
(First Party)
Name: (As per CNIC) ---------------
Father Name: -----------------------
CNIC Number: ---------------------
Designation: ----------------------
Address: --------------------------
Signature: ------------------------
Thumb Impression: ---------------

For [**full legal name of the Contractor**]:

Name: (As per CNIC) ---------------
Father Name: -----------------------
CNIC Number: ---------------------
Designation: ----------------------
Address: --------------------------
Signature: ------------------------
Thumb Impression: ---------------

**WITNESSES:**
(Second Party)
Name: (As per CNIC) ---------------
Father Name: -----------------------
CNIC Number: ---------------------
Designation: ----------------------
Address: --------------------------
Signature: ------------------------
Thumb Impression: ---------------
## SPECIAL STIPULATIONS (BID DATA SHEET)

<table>
<thead>
<tr>
<th>Reference (Clause of this document)</th>
<th>Description</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clause 1.3</td>
<td>Bidding procedure</td>
<td>Single stage – Two Envelopes Procedure</td>
</tr>
<tr>
<td>Clause 2.1.1</td>
<td>Last date and time for the Submission of bidding document.</td>
<td>\textbf{11:00 am} on \textbf{March 02, 2021} at 52 – L, Gulberg – III near Kalma Chowk, Lahore.</td>
</tr>
<tr>
<td>Clause 2.1.2</td>
<td>Date, time and venue of opening of technical</td>
<td>\textbf{11:30 am} on \textbf{March 02, 2021} at 52 – L, Gulberg – III near Kalma Chowk, Lahore</td>
</tr>
<tr>
<td>Clause 3.11</td>
<td>Bid Security</td>
<td>Rs.25,200/-</td>
</tr>
<tr>
<td>Clause 3.12</td>
<td>Bid validity period</td>
<td>120 Days</td>
</tr>
<tr>
<td>Clause 3.22</td>
<td>Language of bid</td>
<td>Urdu or English or both</td>
</tr>
<tr>
<td>Clause 4.3</td>
<td>Performance Guarantee</td>
<td>As per relevant clause</td>
</tr>
<tr>
<td>Clause 4.4</td>
<td>Delivery</td>
<td>As per relevant clause</td>
</tr>
<tr>
<td>Clause 4.5</td>
<td>Liquidated damages for failure / delay in supply of goods by the Contractor</td>
<td>As per relevant clause</td>
</tr>
</tbody>
</table>
| Clause 2.1.7                        | Contact Person for Communication: | Name: Shahid Iqbal  
Designation: Superintendent Admin  
Contact No: 042-99232791 Ext. 44  
Email: shahid.iqbal@pef.edu.pk |
ANNEXURES

ANNEXURE-A (Attach with Technical Proposal)
To be submitted on Legal Stamp Paper of Rs. 50/- with Technical Proposal

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of Bid and are liable to any punitive action for furnishing false information/ documents.

We undertake that we are not blacklisted or in litigation with any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan in last 2 years.

Dated this _____ day of ____________________ 2021

__________________________________  
Signature (Official Stamp) Thumb Impression

In the capacity of:

Duly authorized to sign bids for and on behalf of: (Bidder Name)

(Attestation by Notary Public/ Oath Commissioner)
ANNEXURE-B (On Official Letter Head with Technical Proposal)

FORMAT FOR COVERING LETTER

To
Punjab Education Foundation,
52 – L, Gulberg – III near Kalma Chowk, Lahore.

Subject: **TENDER FOR HIRING OF SERVICES FOR REPAIR AND MAINTENANCE OF PHOTOCOPIERS AND DIGITAL PRINTING PRESS**

Dear Concerned,

a) Having examined the documents issued by the Procuring Agency related to this procurement process which include but are not limited to the Bidding Document, Invitation to Bid Notice, Corrigendum, Addendum, emails sent for information, etc. (whichever is applicable). We, the undersigned, in conformity with the said document, offer to provide the said services on terms of reference to be signed upon the award of Contract for the sum indicated as per Price Schedule.

b) We undertake that the financial proposal submitted by us includes price of all the items as per the technical specifications and requirements of this Bidding document. No price-able service is kept hidden and no item is mentioned as an option for which additional price will be demanded afterwards in addition to the financial bid.

c) We undertake, if our proposal is accepted, to provide the services mentioned in the Contract within time frame specified, starting from the date of receipt of notification of award from the Procuring Agency.

d) We agree to abide by this proposal for the period of 120 days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

e) We agree to execute a Contract in the form to be communicated by the Punjab Education Foundation incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.

f) We understand that you are not bound to accept a lowest or any bid you may receive, not to justify for rejection of any bid and that you will not cover any expenses incurred by us in bidding.

Name and Designation of Signatory
____________________________________

Authorized Signatures with Official Stamp

Dated: ____________________
(Checklist for the Attached Documents in Technical Proposal)

<table>
<thead>
<tr>
<th>Sr. #</th>
<th>Description of Documents</th>
<th>Attached (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td><strong>Undertaking</strong> on stamp paper of Rs.50/- (all terms and conditions and qualifications listed anywhere in this bidding document have been satisfactorily vetted and the bidder is not blacklisted anywhere in Pakistan in last two years) <em>(Annexure-A).</em></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td><strong>Covering letter</strong> duly signed and stamped by authorized representative on official letter head of bidder <em>(Annexure-B).</em></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td><strong>Checklist</strong> of the required documents <em>(Annexure-C).</em></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Proof of registration with tax authorities for NTN and GSTN/ PSTN as per relevant laws in Pakistan (whichever is applicable).</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Copies of audited financial statements of FY 2017-18 or 2018-19 depicting sound financial strength (minimum Rs.3 million value in a financial year). In case of non-availability of audited financial statements, copies of contracts/ work orders/ MOUs, etc. depicting Rs.3 million value in a year shall be furnished. (Bank statement shall not be accepted as an alternative).</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Copies of three (03) work orders/ contracts/ MOUs/ satisfactory completion certificates, etc. showing experience of providing related services.</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Undertaking on official letter head that the bidder is not applying in the capacity of joint venture for this bid.</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Duly signed and stamped copy of bidding document to ensure that the participating bidder certifies that each page has been read, understood and all terms and conditions on each page have been accepted unconditionally. (Only the copy of the signed and stamped bidding document issued by PEF to a representative of the participating bidder will be accepted. The copy uploaded on PPRA website is just for information purposes and will not be accepted);</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Copy of bidding document purchase slip.</td>
<td></td>
</tr>
</tbody>
</table>

(Checklist for the Attached Documents in Financial Proposal)

<table>
<thead>
<tr>
<th>Sr. #</th>
<th>Description of Documents</th>
<th>Attached (Yes/No)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Price Schedule <em>(Annexure-D)</em></td>
<td></td>
</tr>
</tbody>
</table>

**Note:** Bid security instrument may be attached either with technical or financial proposal.
**PRICE SCHEDULE**

<table>
<thead>
<tr>
<th>Sr. #</th>
<th>Description</th>
<th>Quantity (Pages)</th>
<th>Unit Price (1 Page) Including Sales Tax (PkR)</th>
<th>Total Price (All Pages) Including Sales Tax (PKR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Service Level Agreement for Per-Page Price for Konica Minolta Pro 951 Mono Digital Press</td>
<td>800,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>Service Level Agreement for Per-Page Price for Konica Minolta Bizhub 654e Photocopier</td>
<td>600,000</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Grand Total Including Sales Tax**

**Total Amount in Words:** Rs.

**Note:** Payment will be made as per actual pages printed.

**Important Notes:**
1. Aggregate lowest evaluated bidder will be awarded the contract.
2. Electricity and paper will be provided by PEF.
3. Repair, maintenance and all consumables will be the responsibility of the successful contractor.
4. Procuring agency has the right to increase the quantities up to 15% during the period of contract. Contractor shall liable to provide the goods on the issue of repeat order.
5. The price shall include all applicable taxes like Income Tax, GST/PST, etc.
6. The price will include all expenses related to the provision of services required by PEF.
7. Price schedule must be enclosed with financial proposal.
8. PEF will not pay any additional price for repair or maintenance of machines.

**Attention Bidders**

“Price schedule must be enclosed with financial proposal only. Don’t disclose prices on this page in technical proposal otherwise your bid will be rejected/disqualified”.

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*Page 30 of 30*