

### Punjab Intermediate Cities Improvement Investment Program



Procurement No. PICIIP-EMF-2021-22

### BIDDING DOCUMENT

## For HIRING THE SERVICES OF EVENT MANAGEMENT FIRM

FRAMEWORK CONTRACT (Single Stage Two Envelope)

Issued Date: 06 December 2021

Programment 2 Contracts
Program Management Unit,
PICITY LOCAL Contract
Govt. of the Punjab



### INVITATION FOR BID

### HIRING THE SERVICES OF EVENT MANAGEMENT FIRM



(FRAMEWORK CONTRACT)
Procurement No. PICIIP-EMF-2021-22

Punjab Intermediate Cities Improvement Investment Program (PCIIP) intends to hire the services of Event Management Firm. Sealed bids are invited from eligible firms with valid NTN & GST/PST certificates, having relevant experience in advertisement of Government Department/Companies/Corporate Sectors. Firms should not have been blacklisted/suspended by any government agency. The Firms/Agencies fulfilling the eligibility criteria may participate in the Single Stage Two Envelope Bidding Procedure. (National Competitive Bidding)

Interested firms/ Companies may download the Bidding document from the website of PMU PICIIP <a href="https://www.piciip.gop.pk/procurement.html">www.piciip.gop.pk/procurement.html</a>. The advertisement can also be viewed at PPRA website www.ppra.punjab.gov.pk. Details of estimated budget and bid security is given below,

Name of Procurement	Bid Security (Estimated Cost)
Hiring The Services Of Event Management Firm	Rs 452,000

The bid must be accompanied with above-mentioned bid security in form of CDR/DD/Pay Order in favor of "Program Director (PD), Program Management Unit (PMU), Punjab Intermediate Cities Improvement Investment Program (PICIIP along with bidding document.

The last date for bid submission is 20 December 2021, at 03:00 PM and Technical bids only shall be opened on same day at 03:30 PM in the presence of prospective bidders or their representatives, who may wish to attend, at the below mentioned address.

The Procurement Process shall be carried in accordance with Punjab Procurement Rules-2014 (amended). **Note:** In case of any strike/protest or government/festival holiday on last date of bid submission, the preceding day will be last day of submission.

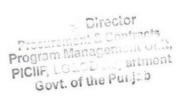
Program Management Unit, Punjab Intermediate Cities Improvement Investment Program (PICIIP) Local Government & Community Development Department Lahore. Address: 40 / B-1 Gulberg III, Lahore. Ph: +92-042-99268484

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Procurement & Contracts
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For queries: dir.proc@piciip.gop.pk

### **Summary Description**

The Standard Bidding Documents for Procurement apply either when a prequalification process has taken place before bidding or when a prequalification process has not taken place before bidding (provided alternative documents should be selected as applicable). A brief description of these documents is given below.

### PART 1 – BIDDING PROCEDURES

### Section I: Instructions to Bidders (ITB)

This Section provides relevant information to help Bidders prepare their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of Contracts. Section I contains provisions that are to be used without modification.

### Section II. Bidding Data Sheet (BDS)

This Section consists of provisions that are specific to each procurement and that supplement the information or requirements included in Section I, Instructions to Bidders.

### Section III: Bidding Forms

This Section contains the forms which are to be completed by the Bidder and submitted as part of his Bid.

### Section IV: Scope of Services

This Section contains detailed description of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Procuring Agency etc.

### Section V: Performance Specifications and Drawings

The specifications must be drafted to permit the widest possible competition, and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. And the actual Drawings, Site Plans or Geographical Areas covered, should be attached to this section or annexed in a separate folder.

### Section VI: Priced Activity Schedule

This Section provides an itemized list of Services with quantities of Services to be performed, reflected in a priced Activity Schedule to be filled by the bidders.

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### PART 2 – CONDITIONS OF CONTRACT AND FORMS

### Section VII: General Conditions of Contract (GCC)

This Section contains the general clauses to be applied in all contracts. The text of the clauses in this Section shall not be modified.

### Section VIII Special Conditions of Contract (SCC)

The contents of this Section supplement the General Conditions of Contract and shall be prepared by the Procuring Agency.

#### Section IX: Contract Forms

This Section contains forms which, once completed, will form part of the Contract. The forms for **Performance Security**, when required, shall only be completed by the successful Bidder after contract award.

### Section X: Appendices

This section contains Scope of Services, Performance Specifications & Drawings, Priced Activity Schedule, Reporting Requirements, Key Personnel & Subcontractors, and Breakdown of Contract Price.

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## Part I – Bidding Procedures

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### Section I. Instructions to Bidders

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### Instructions to Bidders

### A. General

### 1. Scope of Bid

- 1.1 The Procuring Agency, as defined in the **Bidding Data Sheet** (**BDS**), invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is **provided in the BDS**.
- 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.

### 2. Source of Funds

2.1 The Procuring Agency has received budget from the Government of Punjab. It intends to apply a portion of the proceeds of this budget to eligible payments under the contract for which this Request for Proposal is issued.

### 3. Eligible Bidders

- 3.1 All bidders shall provide in Section III, Bidding Forms, a statement that the Bidder (including all members of a joint venture and subcontractors) is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project or being proposed as Project Manager for the Contract. A firm that has been engaged by the Procuring Agency to provide Consultant Services for the preparation or supervision of the Services, and any of its affiliates, shall not be eligible to bid.
- 3.2 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law, and are not a dependent agency of the Government.
- 3.3 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA).

## 4. Qualification of the Bidder

- 4.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 4.2 All bidders shall include the following information and documents with their bids in Section III, unless otherwise stated in the **BDS**:
  - (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of

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- business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of Services performed for each of the last five years;
- (c) experience in Services of a similar nature and size for each of the last five years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Procuring Agency to seek references from the Bidder's bankers:
- information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.
- 4.3 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the **BDS**:
  - (a) the Bid shall include all the information listed in ITB Sub-Clause 4.2 above for each joint venture partner;
  - (b) the Bid shall be signed so as to be legally binding on all partners;
  - (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all

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Program Managemer & Unit, PICIIF, Land Logariment Govt. of the Punjab partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;

- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 4.4 To qualify for award of the Contract, bidders shall meet the following minimum qualifying criteria:
  - (a) annual volume of Services of at least the amount **specified** in the BDS;
  - (b) experience as prime contractor in the provision of at least two service contracts of a nature and complexity equivalent to the Services over the last 5 years (to comply with this requirement, Services contracts cited should be at least 70 percent complete) as specified in the BDS;
  - (c) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment **listed in the BDS**;
  - (d) a Contract Manager with five years' experience in Services of an equivalent nature and volume, including no less than three years as Manager; and
  - (e) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the **BDS**.

A consistent history of litigation or arbitration awards against the Applicant or any partner of a Joint Venture may result in disqualification.

4.5 The figures for each of the partners of a joint venture shall be added together to determine the Bidder's compliance with the minimum qualifying criteria of ITB Sub-Clause 4.4(a), (b) and (e); however, for a joint venture to qualify the partner in charge must meet at least 40 percent of those minimum criteria for an individual Bidder and other partners at least 25% of the criteria.

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Failure to comply with this requirement will result in rejection of the joint venture's Bid. Subcontractors' experience and resources will not be taken into account in determining the Bidder's compliance with the qualifying criteria, unless otherwise stated in the BDS.

### 5. One Bid per Bidder

- 5.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.
- 6. Cost of Bidding
- 6.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Procuring Agency will in no case be responsible or liable for those costs.
- 7. Site Visit
- 7.1 The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

### **B.** Bidding Documents

# 8. Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 10:

Section I	Instructions to Bidders
Section II	Bidding Data Sheet
Section III	Bidding Forms
Section IV	Scope of Services
Section V	Performance Specifications and Drawings
Section VI	Priced Activity Schedule
Section VII	General Conditions of Contract
Section VIII	Special Conditions of Contract
Section IX	Contract Forms

8.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed

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and returned with the Bid in the number of copies specified in the **BDS**.

# 9. Clarification of 9.1 Bidding Documents

A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in the invitation to bid. The Procuring Agency will respond to any request for clarification received earlier than 3 days prior to the deadline for submission of bids. Copies of the Procuring Agency's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

# 10. Amendment of Bidding Documents

- 10.1 Before the deadline for submission of bids, the Procuring Agency may modify the bidding documents by issuing addenda.
- 10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by email to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by email to the Procuring Agency.
- 10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Agency shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 20.2 below.

### C. Preparation of Bids

## 11. Language of Bid

11.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency shall be written in the language **specified** in the BDS. Supporting documents and printed literature furnished by the Bidder may be in same language.

# 12. Documents Comprising the Bid

- 12.1 The Bid submitted by the Bidder shall comprise the following:
  - (a) The Form of Bid (in the format indicated in Section III);
  - (b) Bid Security;
  - (c) Priced Activity Schedule;
  - (d) Qualification Information Form and Documents;
  - (e) Alternative offers where invited:

and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

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12.2 Bidders bidding for this contract together with other contracts stated in the IFB to form a package will so indicate in the bid together with any discounts offered for the award of more than one contract

#### 13. Bid Prices

- 13.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.
- 13.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 13.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder.
- 13.4 If **provided for in the BDS**, the rates and prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract in accordance with and the provisions of Clause 6.6 of the General Conditions of Contract and/or Special Conditions of Contract. The Bidder shall submit with the Bid all the information required under the Special Conditions of Contract and of the General Conditions of Contract.
- 13.5 For the purpose of determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

### 14. Currencies of Bid and Payment

- 14.1 The lump sum price shall be quoted by the Bidder separately in the following currencies:
  - (a) for those inputs to the Services which the Bidder expects to provide from within Pakistan, the prices shall be quoted in Pak Rupees (PKR), unless otherwise specified in the BDS; and
  - (b) for those inputs to the Services which the Bidder expects to provide from outside Pakistan, the prices shall be

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quoted in any freely convertible foreign currency.

- 14.2 Bidders shall indicate details of their expected foreign currency requirements in the Bid.
- 14.3 Bidders may be required by the Procuring Agency to justify their foreign currency requirements and to substantiate that the amounts included in the Lump Sum are reasonable and responsive to ITB Sub-Clause 14.1.

### 15. Bid Validity

- 15.1 Bids shall remain valid for the period specified in the BDS.
- 15.2 In exceptional circumstances, the Procuring Agency may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by email. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with ITB Clause 16 in all respects.
- 15.3 In the case of contracts in which the Contract Price is fixed (not subject to price adjustment), if the period of bid validity is extended by more than 60 days, the amounts payable in local and foreign currency to the Bidder selected for award, shall be increased by applying to both the local and the foreign currency component of the payments, respectively, the factors specified in the request for extension, for the period of delay beyond 60 days after the expiry of the initial bid validity, up to the notification of award. Bid evaluation will be based on the Bid prices without taking the above correction into consideration.

### 16. Bid Security

- 16.1 The Bidder shall furnish, as part of the Bid as **specified in the BDS**.
- 16.2 The Bid Security shall be in the amount **specified in the BDS** and denominated in Pak Rupees (PKR) or a freely convertible currency, and shall:
  - (a) at the bidder's option, be in the form of either a letter of credit, or a bank guarantee from a banking institution, or a bond issued by a surety;
  - (b) be issued by a reputable institution selected by the bidder. If the institution issuing the bond is located outside

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- Pakistan, it shall have a correspondent financial institution located in Pakistan to make it enforceable.
- (c) be substantially in accordance with one of the forms of Bid Security included in Section IX, Contract Forms, or other form approved by the Procuring Agency prior to bid submission;
- (d) be payable promptly upon written demand by the Procuring Agency in case the conditions listed in ITB Sub-Clause 16.5 are invoked;
- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 15.2;
- 16.3 If a Bid Security or a Bid-Securing Declaration is required in accordance with ITB Sub-Clause 16.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 16.1, shall be rejected by the Procuring Agency as non-responsive.
- 16.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 34.
- 16.5 The Bid Security may be forfeited:
  - (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 15.2; or
  - (b) if the successful Bidder fails to:
    - (i) sign the Contract in accordance with ITB Clause 33;
    - (ii) furnish a Performance Security in accordance with ITB Clause 34.
- 16.6 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent to constitute the

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### 17. Alternative Proposals by Bidders

- 17.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.
- 17.2 When alternative times for completion are explicitly invited, a statement to that effect will be **included in the BDS**, as will the method of evaluating different times for completion.
- 17.3 Except as provided under ITB Sub-Clause 17.4 below, bidders wishing to offer technical alternatives to the requirements of the bidding documents must first submit a Bid that complies with the requirements of the bidding documents, including the scope, basic technical data, graphical documents and specifications. In addition to submitting the basic Bid, the Bidder shall provide all information necessary for a complete evaluation of the alternative by the Procuring Agency, including calculations, technical specifications, breakdown of prices, proposed work methods and other relevant details. Only the technical alternatives, if any, of the lowest evaluated Bidder conforming to the basic technical requirements shall be considered by the Procuring Agency. Alternatives to the specified performance levels shall not be accepted.
- 17.4 When bidders are **permitted in the BDS** to submit alternative technical solutions for specified parts of the Services, such parts shall be described in the Specifications (or Terms of Reference) and Drawings, Section VIII. In such case, the method for evaluating such alternatives will be as **indicated in the BDS**.

### 18. Format and Signing of Bid

- 18.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 12 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "ORIGINAL." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS, and clearly marked as "COPIES." In the event of discrepancy between them, the original shall prevail.
- 18.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 4.2(a) or 4.3(b), as the case may be. All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.
- 18.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Procuring Agency, or as necessary to correct errors made by the Bidder, in which case

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such corrections shall be initialed by the person or persons signing the Bid.

#### D. Submission of Bids

### 19. Sealing and Marking of Bids

- 19.1 The Bidder shall seal the original Bid in two inner envelopes technical and financial duly signed and stamped each page with page numbers. Failure to adhere of this clause can face disqualification.
- 19.2 The inner and outer envelopes shall
  - (a) be addressed to the Procuring Agency at the address **provided in the BDS**;
  - (b) bear the name and identification number of the Contract as defined in the BDS and Special Conditions of Contract;
     and
  - (c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.
- 19.3 In addition to the identification required in ITB Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 21.
- 19.4 If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

### 20. Deadline for Submission of Bids

- 20.1 Bids shall be delivered to the Procuring Agency at the address specified above no later than the time and date **specified in the BDS**.
- 20.2 The Procuring Agency may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 10, in which case all rights and obligations of the Procuring Agency and the bidders previously subject to the original deadline will then be subject to the new deadline.

#### 21. Late Bids

- 21.1 Any Bid received by the Procuring Agency after the deadline prescribed in ITB Clause 20 will be returned unopened to the Bidder.
- 22. Modification and Withdrawal of
- 22.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 20.

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Bids

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- 22.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 18 and 19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL," as appropriate.
- 22.3 No Bid may be modified after the deadline for submission of Bids.
- 22.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 15.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 16.
- 22.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

### E. Bid Opening and Evaluation

### 23. Bid Opening

- 23.1 The Procuring Agency will open the bids, including modifications made pursuant to ITB Clause 22, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS**.
- 23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 22 shall not be opened.
- 23.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Procuring Agency may consider appropriate, will be announced by the Procuring Agency at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 21; Bids, and modifications, sent pursuant to ITB Clause 22 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 23.4 The Procuring Agency will prepare minutes of the Bid opening, including the information disclosed to those present in

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accordance with ITB Sub-Clause 23.3.

### 24. Process to Be **Transparent**

- 24.1 Information relating to the evaluation and comparison of bids and recommendations for the award of a contract shall be disclosed to bidders 10 days before the award to the successful Bidder is notified.
- Bids
- **25.** Clarification of 25.1 To assist in the examination, evaluation, and comparison of bids, the Procuring Agency may, at its discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Procuring Agency may require. The request for clarification and the response shall be in writing or email, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the bids in accordance with ITB Clause 27.
  - 25.2 Subject to ITB Sub-Clause 25.1, no Bidder shall contact the Procuring Agency on any matter relating to its bid from the time of the bid opening to publication of evaluation report. If the Bidder wishes to bring additional information to the notice of the Procuring Agency, he should do so in writing.
  - 25.3 Any effort by the Bidder to influence the Procuring Agency in the Procuring Agency's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.
- 26. Examination of 26.1 Bids and Determination of Responsiveness
- Prior to the detailed evaluation of bids, the Procuring Agency will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 3; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.
  - 26.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Procuring Agency's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.
  - 26.3 If a Bid is not substantially responsive, it will be rejected by the Procuring Agency, and may not subsequently be made responsive by correction or withdrawal of the nonconforming

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deviation or reservation.

### 27. Correction of Errors

- 27.1 Bids determined to be substantially responsive will be checked by the Procuring Agency for any arithmetic errors. Arithmetical errors will be rectified by the Procuring Agency on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- 27.2 The amount stated in the Bid will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 16.5(b).

### 28. Currency for **Bid Evaluation**

- 28.1 The Procuring Agency will convert the amounts in various currencies in which the Bid Price, corrected pursuant to ITB Clause 27, is payable (excluding Provisional Sums but including Day work where priced competitively) to either:
  - the currency (PKR) at the selling rates established for similar transactions by the authority specified in the BDS on the date stipulated in the BDS;

or

- (b) a currency widely used in international trade, such as the U.S. dollar, stipulated in the BDS, at the selling rate of exchange published in the international press as stipulated in the BDS on the date stipulated in the BDS, for the amounts payable in foreign currency; and, at the selling exchange rate established for similar transactions by the same authority specified in ITB Sub-Clause 28.1 (a) above on the date specified in the BDS for the amount payable in the currency of the Procuring Agency's country.
- Comparison of Bids
- **29.** Evaluation and 29.1 The Procuring Agency will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 26.
  - 29.2 In evaluating the bids, the Procuring Agency will determine for

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each Bid the evaluated Bid price by adjusting the Bid price as follows:

- (a) making any correction for errors pursuant to ITB Clause 27;
- (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;
- (c) making an appropriate adjustment for any other acceptable variations, deviations, or alternative offers submitted in accordance with ITB Clause 17; and
- (d) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 22.5.
- 29.3 The Procuring Agency reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are in excess of the requirements of the bidding documents or otherwise result in unsolicited benefits for the Procuring Agency will not be taken into account in Bid evaluation.
- 29.4 The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.
- 30. Non-Preferential Treatment
- 30.1 No bidder (domestic or foreign) shall be eligible for any margin of preference in Bid evaluation.

#### F. Award of Contract

### 31. Award Criteria

- 31.1 Subject to ITB Clause 32, the Procuring Agency will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 3, and (b) qualified in accordance with the provisions of ITB Clause 4.
- 31.2 If, pursuant to ITB Sub-Clause 12.2 this contract is being let on a "slice and package" basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with

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other contracts to be awarded concurrently. Taking into account any discounts offered by the bidders for the award of more than one contract.

- 32. Procuring
  Agency's Right
  to Accept or
  Reject all Bids
- 32.1 Notwithstanding ITB Clause 31, the Procuring Agency reserves the right to accept all Bids, or to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Procuring Agency's action.
- 33. Notification of Award and Signing of Agreement
- 33.1 The Bidder whose Bid has been accepted will be notified of the award by the Procuring Agency prior to expiration of the Bid validity period by email, confirmed by registered letter from the Procuring Agency. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Procuring Agency will pay the Service provider in consideration of the execution, completion, and maintenance of the Services by the Service provider as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 33.2 The notification of award will constitute the formation of the Contract.
- 33.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Procuring Agency and the successful Bidder. It will be signed by the Procuring Agency and sent to the successful Bidder along with the Letter of Acceptance. Within 14 days of receipt of the Contract, the successful bidder shall sign the Contract and return it to the Procuring Agency, together with the required performance security pursuant to Clause 34.
- 33.4 Upon fulfillment of ITB Sub-Clause 33.3, the Procuring Agency will promptly return the bid security of unsuccessful Bidders as soon as possible.
- 34. Performance Security
- 34.1 Within 21 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Procuring Agency a Performance Security in the amount and in the form (Bank Guarantee) stipulated in the BDS, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.
- 34.2 If the Performance Security is provided by the successful Bidder in the form of a Bank Guarantee, it shall be issued either (a) at the Bidder's option, by a bank located in the country of the Procuring Agency or a foreign bank through a correspondent

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- bank located in the country of the Procuring Agency, or (b) with the agreement of the Procuring Agency directly by a foreign bank acceptable to the Procuring Agency.
- 34.3 Failure of the successful Bidder to comply with the requirements of ITB Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

### 36. Adjudicator

36.1 The Procuring Agency proposes the person **named in the BDS** to be appointed as Adjudicator under the Contract, at an hourly fee **specified in the BDS**, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Procuring Agency has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

## 37. Corrupt or Fraudulent Practices

- 37.1 (a) For the purpose of this provision, the terms set forth below are defined as follows:
  - (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;
  - (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - (iii) "collusive practices" is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
  - (iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of

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that person;

- (v) "obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Client's inspection and audit rights.
  - (b) The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
  - (c) The Procuring Agency will declare misprocurement if it determines at any time that its representatives were engaged in corrupt, fraudulent, collusive, coercive or obstructive practices during the procurement or the execution of that contract,
  - (d) The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that they its representatives, directly or through an agent, were engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for, or in executing, a contract; and
  - (e) The Procuring Agency will have the right, requiring bidders, suppliers, contractors and consultants to permit the Procuring Agency to inspect their accounts and records and other documents relating to the Bid submission and contract performance and to have them audited by auditors appointed by the Procuring Agency.
- 37.2 Furthermore, Bidders shall be aware of the provision stated in Sub-Clauses 1.7 and 2.6.1 of the General Conditions of Contract.

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## Section II. Bidding Data Sheet Instructions to Bidders Clause Reference

	A. General
1.1	The Procuring Agency is Punjab Intermediate Cities Improvement Investment Program (PCIIP)
	The name and identification number of the Contract is
	Hiring the Services of EVENT MANAGEMENT FIRM (Framework Contract)
	Identification No. Procurement No. PICIIP-EMF-2021-22
1.2	The Intended Completion Date:
	Framework Contract for one year (Extendable)
4.2	The Qualification Information and Bidding forms to be submitted are as follows:
	Complete bid in all respect (binding copy) along with all supporting document
	as per evaluation criteria mentioned at 4.4.
4.3	The information needed for Bids submitted by joint ventures is as follows:
	N/A
4.4 (a-f)	Mandatory Requirement
	a. Registration of the company.
	b. Registered with applicable tax authorities, NTN, GST/PST
	c. Undertaking on a stamp paper of Rs. 100 (format attached as Annexure-A) that firm is not black listed/ correctness of Information and pending litigation on minimum PKR 100 Stamp Paper.
	d. Audited Financial Statements of the Financial Year 2018-19, 2019-20 and 2020-21 and/ or tax return statements same period.
	Note: The firms/companies unable to meet the above-mentioned eligibility/mandatory criteria shall be considered as NON-RESPONSIVE.
	TECHNICAL EVALUATION CRITERIA
	Proposals will be evaluated on the basis of:

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S r.	Evaluation Criteria	Scoring Criteria	Total Marks
1	Audited Reports	Annual Financial Statements along with Audited Reports from a Chartered Accountant Firm for the last 03 years,	5
2	No. of years of Services since Registration	Profile and documentary evidence required for providing year of establishment of business of applicant firm / company. Less Than 05 Years (0 Marks) Above 5 to 10 Years (20 Marks) Above 10 to 15 Years (25 Marks) More than 15 Years (30 Marks)	30
3	Annual Turnover	Average Annual Turnover of last 03 years (to be ascertained from Bank Statements of the applicant) -Less than Rs. 10 million - 0 Points -Annual Rs. 10 million to 20 million - 05 Points -Above Rs. 20 million to 30 million- 10 Points -Above Rs. 30 million to 40 million- 15 Points	15

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4	General Experience	providing services in relevant field last five years average accumulating amount per year given below List of events / projects referred above along with documentary evidence Rs 01 million to 10 million - (01 Marks Each) Above 10 million to 20 million - (1.5 Marks Each) More than Rs. 20 million - (02 Marks Each)	15
5	Contracts of Similar Nature	providing services in relevant field last five years average accumulating amount per year given below List of events / projects referred above along with documentary evidence Rs 01 million to 10 million - (05 Marks Each) Above 10 million to 20 million - (10 Marks Each) More than Rs. 20 million - (15 Marks Each)	15
6	Managerial and Personnel (HR) Capabilities	Management Staff (05 Marks) 01 Manager having Graduation with 10 years of relevant experience 02 Field Supervisors (05 Marks)having minimum of 3 years of experience. (2.5 Marks for Each individual) Relevant Staff (10 Marks) At least 10 relevant staff / skilled labor, copy of CNIC of each individual should be attached.	10

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For queries: <a href="mailto:dir.proc@piciip.gop.pk">dir.proc@piciip.gop.pk</a>



	7 List of Material and Equipment List of Material and available Equipment with Documentary Proof	10		
	Participated firms / companies / organizations who scored 75 be termed as technically responsive and participate in financial			
4.5	Subcontractors' experiencebe taken into account.  N/A			
B. Biddin	g Data			
8.2 and 18.1 The nu	mber of copies of the Bid to be completed and returned shall be	ONE Original		
C. Prepa	ration of Bids			
11.1				
Language o	f the bid: English			
12.1	Through National Competitive Bidding, Single Stage Two Envelope Bidding			
	Procedure shall be used in accordance with Punjab Procurement Rules-2014			
	(amended) (Attachments of bid)			
	Bid shall be prepared in accordance with the Evaluation Crite services.	ria and scope of		
13.4	The Contract shall not subject to price adjustment in accordance with Claus			
	6.6 of the Conditions of Contract.			
14.1	Local inputs shall be quoted in Pak Rupees			
15.1	The period of Bid validity shall be Ninety (90) days after the submission specified in the BDS.	deadline for Bid		
16.1	The Bidder shall provide: Rs. 452,000/- as Bid Security.			
16.2	The amount of Bid Security shall be Rs. 452,000/-			
17.1	Alternative bids <b>shall not be</b> permitted.			
17.2	N/A			
	Alternative times for completion permitted. If per range of acceptable completion time is:	rmitted, the		
	If alternative times for completion are permitted, the evaluation	n method will be		

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	as follows:	
17.4	N/A	
	Alternative technical solutions shall be permitted for the following parts of the Services:	
	If alternative technical solutions are permitted, the evaluation method will be as follows:	
D. Submiss	sion of Bids	
19.2	a. bids to be addressed.  Program Management Unit,  Punjab Intermediate Cities Improvement Investment Program (PICIIP)  Local Government & Community Development Department Lahore.  Address: 40 / B-1 Gulberg III, Lahore. Ph: +92-042-99268484  Contact No. 042-99268484  Name and Identification Numbers is  b. Name; HIRING THE SERVICES OF EVENT MANAGEMENT FIRM	
	Identification Number; Procurement No. PICIIP-EMF-2021-22 Warning not to open before 3:30 PM	
20.1	c. The deadline for submission of bids shall be 03:00 PM <b>December 20, 2021</b>	
E. Bid Op	ening and Evaluation	
23.1	The Technical Bids shall be opened at 03:30 PM of the day December 20, 2021	
	at the following address Program Management Unit, Punjab Intermediate Cities Improvement Investment Program (PICIIP) Local Government & Community Development Department Lahore. Address: 40 / B-1 Gulberg III, Lahore. Ph: +92-042-99268484 Email: pmu.piciip@punjab.gov.pk For queries: dir.proc@piciip.gop.pk Contact No. 042-99268484	
28.1	Currency chosen for the purpose of converting to a common currency.	
	Pak Rupees	
Award of C		
34.0	The selected firm shall provide performance guarantee 10% of the accepted contract amount before the signing of the contract.	
36.1	The Adjudicator proposed by the Procuring Agency is The hourly fee for this proposed Adjudicator shall be The biographical data of the proposed Adjudicator is as follows:  N/A	

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-	as follows:			
17.4	N/A			
	Alternative technical solutions shall be permitted for the following parts of the Services:			
	If alternative technical solutions are permitted, the evaluation method will be as follows:			
D. Submiss	sion of Bids			
19.2	a. bids to be addressed.  Program Management Unit,  Punjab Intermediate Cities Improvement Investment Program (PICIIP)  Local Government & Community Development Department Lahore.  Address: 40 / B-1 Gulberg III, Lahore. Ph: +92-042-99268484  Contact No. 042-99268484  Name and Identification Numbers is  b. Name; HIRING THE SERVICES OF EVENT MANAGEMENT FIRM  Identification Number; Procurement No. PICIIP-EMF-2021-22  Warning not to open before 3:30 PM			
20.1	c. The deadline for submission of bids shall be 03:00 PM <b>December 20, 2021</b>			
E. Bid Op	ening and Evaluation			
23.1	The Technical Bids shall be opened at 03:30 PM of the day December 20, 2021 at the following address Program Management Unit, Punjab Intermediate Cities Improvement Investment Program (PICIIP) Local Government & Community Development Department Lahore. Address: 40 / B-1 Gulberg III, Lahore. Ph: +92-042-99268484 Email: pmu.piciip@punjab.gov.pk For queries: dir.proc@piciip.gop.pk Contact No. 042-99268484			
28.1	Currency chosen for the purpose of converting to a common currency.			
	Pak Rupees			
Award of C	Contract			
34.0	The selected firm shall provide performance guarantee 10% of the accepted contract amount before the signing of the contract.			
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### Section III. Bidding Forms

### **Table of Forms**

Service Provider's Bid	30
Bid Security (Bank Guarantee)	34
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### Service Provider's Bid

To: Punjab Intermediate Cities Improvement Investment Program (PICIIP), Local Government & Community Development Department, Punjab, Pakistan.

Having examined the bidding documents including addenda No ......, we offer to execute the *[name and identification number of Contract]* in accordance with the Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Price mentioned against each item.

The Contract shall be paid in the following in Pakistan rupee:

We accept the appointment of [name proposed in the Bidding Data Sheet] as the Adjudicator.

[or]

We do not accept the appointment of [name proposed in the Bidding Data Sheet] as the Adjudicator, and propose instead that [name] be appointed as Adjudicator, whose daily fees and biographical data are attached.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to buy any or all goods/services in prices schedule and you may increase or decrease any quantity mentioned against all items.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data Sheet.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent	Amount and Currency	Purpose of Commission or gratuity	
(if none, state "none")			
gnature:e of Signatory:			
er:			

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### SCHEDULE OF FINANCIAL BID

Sr.	Item	Description	Unit
1	Marquee	installation as per demanded locationRental per day 300x100	Per unit
2	Stage laminated, reinforced	For the complete stage - 1440 Sq feet with 4 feet height	Sq Feet
3	Carpeting	For one hall - 300'x100,' per hour	per unit
4	Chair	With cover	Per unit
5	Chairs for VVIP guest	Chairs with Covers	Per unit
6	Tables for VVIP guest	Round tables with covers	Per unit
7	VVIP Lounges	3+2+2 seater set	Per unit
8	VVIP plaque area	Lamination Sheets, as per the agreed design	Sq Feet
9	Head Table Arrangements including VVIP chairs etc	13 wooden chairs with VVIP centre chair, head table branding per hour	lumpsum
10	Safe areas (Flooring, sofa, AC, table)	16'x16', per day	Lump sum
11	Stage light	Hanging truss with parking lights	Per unit
12	XLR Lighting	Overhead lighting throughout marquee per day	lumpsump
13	Neon Lights		Each
14	Alphabets cutout with lights	Acrylic words with led lights	Each
15	Lighting	Venue lighting 12 light towers	Per unit
16	Backdrop with 2 Side Wings and with cutouts	Matt Korean flex with metal frame - 840 Sq Feet	Sq Feet
17	Branding	Internal wall to wall	Sq Feet
18	Front stage branding	Korean Flex with frame	Sq Feet
19	Branding portraits	Korean Flex with frame	Sq. Feet
20	Welcome & thank you brandings		
21	Outdoor branding adjacent area	Korean Flex	Sq. Feet
22	Standees (Flex)	Rolling stand	Per unit
23	Standees (Digital)		Per unit
24	Outdoor marquee branding	Korean Flex with frame	Sq. Feet

Program Management Unit, Punjab Intermediate Cities Improvement Investment Program (PICIIP) Local Government & Community Development Department Lahore.

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25	Air conditioning charges	500 HP (complete unit) per day	Per unit
26	Generator Rent (Heavy duty) (100KVA)	100KVA with backup, (Fuel will reimbursed as per actual)	Per unit
27	Sound system (Complete set)	With backup for single marquee, per day - 08 pairs per event (line ray)	Lumpsum
28	Ushers		Per unit
29	SMDs	10'x13', P4,	Per unit
30	Podium	Rental Per day	Per unit
31	Chief guest shields	As per protocol PM/CM/Minister	Per unit
32	Acrylic Shields	As per protocol	Per unit
33	Wooden Shields	As per protocol	Per unit
34	Event Brochure	150 gm, 04 color printing with pin binding	Per page
35	Invitation printing	Digital printing, with envelope, 6 X 4	Per unit
36	Participant bag (VVIP)	Participant leather bag with note pad and ballpoint set	Per unit
37	Certificates	A4 size digital	Per unit
38	Stage & Head table floral	For complete head table	Lump sum
39	Master of Ceremony	Including travel, stay etc, (As per protocol and standards) per event	Per event
40	Mobile Washroom	Male/female as per standard	Per day
41	Mineral water	500 ml	Per unit
42	Flowering Bouquet		Lumpsum
43	Flowering Standing Arrangement		Lump sum
44	Flowering Stage		Lumpsum
45	Tilawat Khanwan	As per protocol (Including transport and stay), per event	Lumpsum
46	Naat Khawan	As per protocol (Including transport and stay), per event	Lumpsum
47	Lunch Boxes	Biryani with mineral water	Per unit/ person
48	Lunch for VIPs	Single Dish (Yakhni Plao, Cicken Quorma, Desert, Colod Drink, Raita & Salad.	Per unit / person
49	Event Video	Edited videos of event	Per Hour of edited video
50	Event Pictures	Edited pictures of event	Per edited picture
51	USBs	(16 GB)	Each
52	Interviews Recording	Edited interviews	Per unit

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53	projector & Screen	Standard size projector screen 6x8 ft for displaying presentation	Per unit
54	Kiosks/ Stalls	Appro 10x15 kiosks/stall for departments	Per ft
55	LCD	55" Lcd's	Per unit
56	Extra tables	Round table for participitant and renctangle table for panel	Per unit
57	Backlet panels	2x5 ( approx)	Per ft
58	Feedback Wall	8x8 ft ( aprox)	Per sqft
59	3D Logos	Logos 2ft ( approx)	Per unit
60	3D Logos Rotating	Rotating Logos 2 ft ( approx)	Per unit
61	Event video	Editing video of event	per hour of edit video
62	Extra Gazeebo	12x12 complete package	Per unit
63	Extra Kanaat	Standard	Per unit
64	Extra Tent	Standard	Per unit
65	Event report & Documentary	Lumpsum	Lumpsum
66	Labour Cost	Complete Setup per event	Lumpsum
67	Management Fee per event	Includes Team Boarding Lodging	Lump Sum
68	Standees	X-Stand	Each
69	Rollups	Standard	Each
70	Streamers	China Flex with wooden Frame with installation	Per Sqft
71	Banner	China (320 gm) with rope and stick installation	Per Sqft
72	High Tea	Tea, Coffee, Water, Sandwich, One Bite Patties, Cookies, Pastry.	Per Person
73	File Folders	300 art card 4 color printing with eyelet size 9"x13"	Each
74	Dera (Tent)	90 ft X 90 ft with complete installation each	Each

- Evaluation will be done based upon the total amount of all items after arithmetic correction of each item and Contract shall be awarded to the lowest evaluated bidder of total amount.
- The transportation cost (from PMU, PICIIP head Office city to any other part in the country) will be **reimbursed on actual** after submission of verifiable original bills/cargo receipts etc.
- All prices must be quoted Pak Rupees and should include any taxes applicable, such GST, Income Tax etc. if not specifically mentioned in the bid/Quotation, it will be presumed that the prices include all the taxes. Any subsequent change in tax regime by government would be adjusted accordingly.

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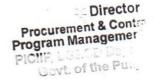
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## **Bid Security (Bank Guarantee)**

indicated.]
Beneficiary:
Date:
BID GUARANTEE No.:
We have been informed that (hereinafter called "the Bidder") has submitted to you its bid dated (hereinafter called "the Bid") for the execution of under Invitation for Bids No ("the IFB").
Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.
At the request of the Bidder, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of () upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:
<ul> <li>(a) has withdrawn its Bid during the period of bid validity specified by the Bidder in the Form of Bid; or</li> </ul>
(b) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, if required, in accordance with the Instructions to Bidders.
This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.
Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.
[signature(s)]

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## **Qualification Information**

1. Individual
Bidders or
Individual
Members of
Joint Ventures

1.1 Constitution or legal status of Bidder: [attach copy]

Place of registration: [insert]

Principal place of business: [insert]

Power of attorney of signatory of Bid: [attach]

- 1.2 Total annual volume of Services performed in five years, in the currency specified in the BDS: [insert]
- 1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last five years. The values should be indicated in the same currency used for Item 1.2 above. Also list details of work under way or committed, including expected completion date.

Project name and country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

1.4 **Major items of Service Provider's Equipment** proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 4.3(c).

Item of equipment	Description, make, and age (years)	Condition (new, good, poor) and number available	Owned, leased (from whom?), or to be purchased (from whom?)
(a)			
(b)			

1.5 **Qualifications and experience of key personnel proposed** for administration and execution of the Contract. Attach biographical data. Refer also to ITB Sub-Clause 4.3(e) and GCC Clause 9.1.

Position	Name	Years of experience	Years of experience

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	(general)	in proposed position
(a)		
(b)		

1.6 Proposed subcontracts and firms involved. Refer to GCC Clause 7.

Sections of the Services	Value of subcontract	Subcontractor (name and address)	Experience in providing similar Services
(a)			
(b)			

- 1.7 Financial reports for the last five years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.
- 1.8 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents. We certify/confirm that we comply with eligibility requirements as per ITB Clause 3.
- 1.9 Name, address, and telephone and facsimile numbers of banks that may provide references if contacted by the Procuring Agency.
- 1.10 Information regarding any litigation, current or within the last five years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)		awaru	involved
(b)			

1.11 Statement of compliance with the requirements of ITB Sub-Clause 3.2.

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- 1.12 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.
- 2 2.1 The information listed in 1.1 1.11 above shall be provided for each partner of the joint venture.
  - 2.2 The information in 1.12 above shall be provided for the joint venture.
  - 2.3 Attach the power of attorney of the signatory(ies) of the Bid authorizing signature of the Bid on behalf of the joint venture.
  - 2.4 Attach the Agreement among all partners of the joint venture (and which is legally binding on all partners), which shows that
    - (a) all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms;
    - (b) one of the partners will be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of any and all partners of the joint venture; and
    - (c) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.
- 3 3.1 Bidders should provide any additional information required in the BDS and to fulfill the requirements of ITB Sub-Clause 4.1, if applicable.



## (This should be written in the Rs. 100 Stamp Paper)

## UNDERTAKING

We, the undersigned, hereby offer to provide Advertising Services to Punjab Intermediate Cities Improvement Investment Program (PICIIP), Local Government & Community Development Department, Punjab, Pakistan in accordance with its Bidding Documents (BD) due for opening on ------, 2021 for provision of Hiring the Services for Outdoor Advertisement Firm.

We are hereby submitting our Bid and we hereby declare that:

- a) All the information and statements made in this Bid/Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed/blacklisted or suspended by any procuring agency of Pakistan or by any regulatory body in Pakistan and and has no dispute with any Government Organization.
- c) We, do not have any pending litigation/arbitration/bankruptcy proceeding (other than the litigation declared alongside this form) with any government department/public sector undertaking/ private sector entity/or any other agency for which we have executed/ undertaken the works/services during the last 3 years.

We agree to abide by the terms and conditions of the BD and in addition to the conditions we also agree to abide by all the special instructions mentioned in BD. We also hereby categorically confirm that we are fully capable to provide services of advertisement as laid down in the terms of reference

We fully understand and recognize that PMU, PICIIP is not bound to accept this Bid/Proposal that we shall bear all costs associated with its preparation and submission, and that PMU, PICIIP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain.

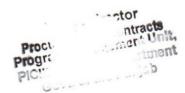
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Procurement & Contracts
Program Managemer Cunit

Governor and a magazi

	Yours sincerely,
	Authorized Signature and Stamp [In full and initials]:
	Name, ID Card No. and Title of Signatory:
	Name of Firm:
	Contact Details:
I.	WITNESS
	Signature:
	Designation & ID Card No
II.	WITNESS
	Signature:
	Designation & ID Card No.



## Section IV. Scope of Services

#### 1. SCOPE OF WORK

PMU, PICIIP intends to lock the rates for items mentioned in schedule of requirement that are related to outdoor advertisement for specified time - one year. After the contract, PMU, PICIIP communications team will provide the designs and details about the order to the contracted agency for printing & provision of required items as decided by the Competent Authority. The contracted agency will be required to print & provide the specific items 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. TERMS & CONDITIONS

- a) Contract period will be one year which may be extended for further terms after mutual agreement of both parties.
- b) In case of any dispute regarding quantity, quality and specification, the decision of PMU, PICIIP shall be final & binding.
- c) Successful bidder will supply the outdoor advertisement material within the stipulated time – maximum within 2 or 3 days of issuance of the Work order. A penalty at the uniform rate of 1% of the value of the purchase order on each day delay will be imposed in case of delay.
- d) The technical & inspection committee/team of PICIIP will inspect and check the material supplied at the time of the delivery. Payment will be made on receipt of satisfactory report from the said technical & inspection committee/team.
- e) In case any material is found faulty during the inspection, the Bidder will repair/replace the faulty material within 24 hours.
- f) PMU, PICIIP will raise the work order for every required item when necessary, mentioning the quantity required. The delivery time should not exceed more than 3 days or any other time mentioned in the work order after the issuance of work order.
- g) The transportation cost (from PMU, PICIIP's head Office city to any other part in the country) will be **reimbursed on actual** after submission of verifiable original bills/cargo receipts etc.
- h) All removed items will be sent back to PMU, PICIIP's Head Office (in case of Lahore) or any other requested address (in case of other than Lahore).
- i) In case of Out of Home advertising, PMU, PICIIP will count the items at least a day later after the installation.
- j) On the time of delivery our authorized person will check the quantity, quality, specifications of the items.
- k) Installation & removal of items is the responsibility of the service provider.

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- 1) PMU, PICIIP will keep on informing the quantity & place for outdoor advertisement material during the contract period of one year.
- m) PMU, PICIIP have the right to increase or decrease the quantity of any item at the time of work order.
- n) Rates of all items will be locked for complete contract period.
- o) In case of any dispute regarding quantity, quality and specification, the decision of PMU, PICIIP shall be final & binding.
- p) PMU, PICIIP shall not be liable in case of no work order during the contract period.
- q) Any grievance shall be readdressed in accordance with the relevant rules of the PPRA.

## 3. SCHEDULE OF REQUIREMENTS/SPECIFICATIONS

Sr.	Item	Description	Unit
1	Marquee	installation as per demanded locationRental per day 300x100	Per unit
2	Stage laminated, reinforced	For the complete stage - 1440 Sq feet with 4 feet height	Sq Feet
3	Carpeting	For one hall - 300'x100,' per hour	per unit
4	Chair	With cover	Per unit
5	Chairs for VVIP guest	Chairs with Covers	Per unit
6	Tables for VVIP guest	Round tables with covers	Per unit
7	VVIP Lounges	3+2+2 seater set	Per unit
8	VVIP plaque area	Lamination Sheets, as per the agreed design	Sq Feet
9	Head Table Arrangements including VVIP chairs etc	13 wooden chairs with VVIP centre chair, head table branding per hour	lumpsum
10	Safe areas (Flooring, sofa, AC, table)	16'x16', per day	Lump sum
11	Stage light	Hanging truss with parking lights	Per unit
12	XLR Lighting	Overhead lighting throughout marquee per day	lumpsump
13	Neon Lights		Each
14	Alphabets cutout with lights	Acrylic words with led lights	Each
15	Lighting	Venue lighting 12 light towers	Per unit
16	Backdrop with 2 Side Wings and with cutouts	Matt Korean flex with metal frame - 840 Sq Feet	Sq Feet

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17	Branding	Internal wall to wall	Sq Feet
18	Front stage branding	Korean Flex with frame	Sq Feet
19	Branding portraits	Korean Flex with frame	Sq. Feet
20	Welcome & thank you brandings	Korean Flex with frame	Sq. Feet
21	Outdoor branding adjacent area	Korean Flex	Sq. Feet
22	Standees (Flex)	Rolling stand	Per unit
23	Standees (Digital)	· ·	Per unit
24	Outdoor marquee branding	Korean Flex with frame	Sq. Feet
25	Air conditioning charges	500 HP (complete unit) per day	Per unit
26	Generator Rent (Heavy duty) (100KVA)	100KVA with backup, (Fuel will reimbursed as per actual)	Per unit
27	Sound system (Complete set)	With backup for single marquee, per day - 08 pairs per event (line ray)	Lumpsum
28	Ushers		Per unit
29	SMDs	10'x13', P4,	Per unit
30	Podium	Rental Per day	Per unit
31	Chief guest shields	As per protocol PM/CM/Minister	Per unit
32	Acrylic Shields	As per protocol	Per unit
33	Wooden Shields	As per protocol	Per unit
34	Event Brochure 10- pages	150 gm, 04 color printing with pin binding	Lumpsum
35	Invitation printing	Digital printing, with envelope, 6 X 4	Per unit
36	Participant bag (VVIP)	Participant leather bag with note pad and ballpoint set	Per unit
37	Certificates	A4 size digital	Per unit
38	Stage & Head table floral	For complete head table	Lump sum
39	Master of Ceremony	Including travel, stay etc, (As per protocol and standards) per event	Per event
40	Mobile Washroom	Male/female as per standard	Per day
41	Mineral water	500 ml	Per unit
42	Flowering Bouquet		Lumpsum
43	Flowering Standing Arrangement		Lump sum
44	Flowering Stage		Lumpsum
45	Tilawat Khanwan	As per protocol (Including transport and stay), per event	Lumpsum

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Single Dish (Yakhni Plao, Cicken Quorma, Desert, Colod Drink, Raita & Salad.  Per unit  Event Video  Event Pictures  Edited pictures of event  Per edited pictures of event  Edited pictures of event  Edited pictures of event  Per unit  Appro 10x15 kiosks/stall for departments  ft  Round table for participitant and renctangle table for panel  Per unit  For Backlet panels  Extra tables  Event panels  Extra Gazeebo  Editing video of event  Editing video of event  Per unit  Per unit  Event video  Editing video of event  Editing video of event  Per unit  Event video  Editing video of event  Editing video of event  Per unit  Event video  Editing video of event  Editing video of event  Per unit  Event video  Editing video of event  Editing video of event  Per unit  Event video  Editing video of event  Editing	47	Naat Khawan	stay), per event	Lumpsum
Agent Video  Event Video  Event Pictures  Edited pictures of event  USBs  Cladd interviews  Edited interviews  Edited interviews  Edited interviews  Edited interviews  Per unit  Edited interviews  Per unit  Edited pictures of event  Edited pictures of event  Per edited pictures of event  Edited pictures of event  Per edited pictures of event  Edited pictures of event  Per unit  Edited pictures of event  Per unit  Edited interviews  Per unit  Standard size projector screen 6x8 ft for displaying presentation  Per unit  Appro 10x15 kiosks/stall for departments  ft  EDITECT OF SS'' Lcd's  Per unit  Round table for participitant and renctangle table for panel  Extra tables  Extra tables  Per unit  Round table for participitant and renctangle table for panel  Extra tables  Extra tables  Extra (approx)  Fer unit  Standard  Extra (approx)  Per unit  Event video  Editing video of event  Event video  Extra Gazeebo  12x12 complete package  Per unit  Standard  Per unit  Extra Tent  Standard  Per unit  Event video  Extra Tent  Event report & Documentary  Lumpsur  Event report & Documentary  Lumpsur  Lumpsur  Lumpsur	4/	Lunch Boxes	Biryani with mineral water	Per unit
49       Event Video       Edited videos of event       video         50       Event Pictures       Edited pictures of event       Per edited pictures of event         51       USBs       (16 GB)       Each         52       Interviews Recording       Edited interviews       Per unit         53       Projector & Screen       Standard size projector screen 6x8 ft for displaying presentation       Per unit         54       Kiosks/ Stalls       Appro 10x15 kiosks/stall for departments       ft         55       LCD       55" Lcd's       Per unit         56       Extra tables       Round table for participitant and renctangle table for panel       Per unit         57       Backlet panels       2x5 (approx)       ft         58       Feedback Wall       8x8 ft (aprox)       sqft         59       3D Logos       Logos 2ft (approx)       Per unit         60       3D Logos Rotating       Rotating Logos 2 ft (approx)       Per unit         61       Event video       Editing video of event       video         62       Extra Gazeebo       12x12 complete package       Per unit         63       Extra Kanaat       Standard       Per unit         64       Extra Tent       Standard       Per un	48	Lunch for VIPs	Quorma, Desert, Colod Drink, Raita &	Per unit
Standard size projector screen 6x8 ft for displaying presentation	49	Event Video	Edited videos of event	Per Hour of edited video
Interviews Recording   Edited interviews   Per unit	50	Event Pictures	Edited pictures of event	Per edited picture
Standard size projector screen 6x8 ft for displaying presentation  Appro 10x15 kiosks/stall for departments  Extra tables  Feedback Wall  By a D Logos Rotating  Fer unit  Event video  Extra Gazeebo  Extra Kanaat  Extra Tent  Standard size projector screen 6x8 ft for displaying presentation  Per unit  Appro 10x15 kiosks/stall for departments  ft  Round table for participitant and renctangle table for panel  Per unit  Round table for panel  Per unit  Round table for panel  Per unit  Round table for panel  Per unit  Per unit  Per unit  Round table for panel  Per unit  Round table for panel  Per unit  Round table for panel  Per unit  Per unit  Per unit  Standard  Per unit  Per unit  Per unit  Per unit  Per unit  Per unit  Standard  Per unit  Standard  Per unit	51	USBs	(16 GB)	Each
53     projector & Screen     displaying presentation     Per unit       54     Kiosks/ Stalls     Appro 10x15 kiosks/stall for departments     ft       55     LCD     55" Lcd's     Per unit       56     Extra tables     Round table for participitant and renctangle table for panel     Per unit       57     Backlet panels     2x5 (approx)     ft       58     Feedback Wall     8x8 ft (aprox)     sqft       59     3D Logos     Logos 2ft (approx)     Per unit       60     3D Logos Rotating     Rotating Logos 2 ft (approx)     Per unit       61     Event video     Editing video of event     video       62     Extra Gazeebo     12x12 complete package     Per unit       63     Extra Kanaat     Standard     Per unit       64     Extra Tent     Standard     Per unit       65     Event report & Documentary     Lumpsum     Lumpsur       66     Labour Cost     Complete Setup per event     Lumpsur	52	Interviews Recording	Edited interviews	Per unit
54Kiosks/ Stallsdepartmentsft55LCD55" Lcd'sPer unit56Extra tablesRound table for participitant and renctangle table for panelPer unit57Backlet panels2x5 (approx)ft58Feedback Wall8x8 ft (aprox)sqft593D LogosLogos 2ft (approx)Per unit603D Logos RotatingRotating Logos 2 ft (approx)Per unit61Event videoEditing video of eventper hour of video62Extra Gazeebo12x12 complete packagePer unit63Extra KanaatStandardPer unit64Extra TentStandardPer unit65Event report & DocumentaryLumpsumLumpsur66Labour CostComplete Setup per eventLumpsur	53	projector & Screen		Per unit
Round table for participitant and renctangle table for panel  Backlet panels  Feedback Wall  Sx8 ft (aprox)  Sqft  Symbol Degree Per unit  Round table for participitant and renctangle table for panel  Per unit  Extra tables  Round table for participitant and renctangle table for panel  Per unit  8x8 ft (aprox)  Sqft  Symbol Degree Per unit  Rotating Logos 2 ft (approx)  Per unit  Per unit  Event video  Extra Gazeebo  12x12 complete package  Per unit  Extra Kanaat  Standard  Per unit  Standard  Per unit  Extra Tent  Standard  Per unit  Standard  Per unit  Complete Setup per event  Lumpsur  Complete Setup per event  Lumpsur	54	Kiosks/ Stalls		ft
56Extra tablesrenctangle table for panelPer unit57Backlet panels $2x5$ (approx)ft58Feedback Wall $8x8$ ft (aprox)sqft593D LogosLogos 2ft (approx)Per unit603D Logos RotatingRotating Logos 2 ft (approx)Per unit61Event videoEditing video of eventper hour of video62Extra Gazeebo12x12 complete packagePer unit63Extra KanaatStandardPer unit64Extra TentStandardPer unit65Event report & DocumentaryLumpsumLumpsur66Labour CostComplete Setup per eventLumpsur	55	LCD	55" Lcd's	Per unit
Feedback Wall 8x8 ft (aprox) sqft  59 3D Logos Logos 2ft (approx) Per unit  60 3D Logos Rotating Rotating Logos 2 ft (approx)  61 Event video Editing video of event video  62 Extra Gazeebo 12x12 complete package Per unit  63 Extra Kanaat Standard Per unit  64 Extra Tent Standard Per unit  65 Event report & Documentary Lumpsum Lumpsur  66 Labour Cost Complete Setup per event Lumpsur	56	Extra tables		Per unit
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66 Labour Cost Complete Setup per event Lumpsur	64	Extra Tent	Standard	Per unit
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67 Management Fee per event Includes Team Boarding Lodging Lump Sur	66	Labour Cost	Complete Setup per event	Lumpsum
	67	Management Fee per event	Includes Team Boarding Lodging	Lump Sum
68 Standees X-Stand Each	68	Standees	X-Stand	Each
69 Rollups Standard Each	69	Rollups	Standard	Each
China Flex with wooden Frame with installation Per Sqft	70	Streamers		Per Sqft
China (320 gm) with rope and stick 71 Banner installation Per Sqft	71	Banner		Per Sqft
Tea, Coffee, Water, Sandwich, One Bite Patties, Cookies, Pastry. Per Person	72	High Tea		Per Person
300 art card 4 color printing with eyelet size 9"x13" Each	73	File Folders		Each

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74	Standees	X-Stand	Each
75	Dera (Tent)	90 ft X 90 ft with complete installation each	Each

## Section VI. Performance Specifications & Drawings

(Describe Outputs and Performances, rather than Inputs, wherever possible)

VI (a) Notes on Specifications

A set of precise and clear specifications is a prerequisite for bidders to respond realistically and competitively to the requirements of the Employer without qualifying or conditioning their bids. In the context of national competitive bidding, the specifications must be drafted to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of economy, efficiency, and fairness in procurement be realized, responsiveness of bids be ensured, and the subsequent task of Bid evaluation facilitated. The specifications should require that all goods and materials to be incorporated in the Services be new, unused, of the most recent or current models, and incorporate all recent improvements in design and materials unless provided otherwise in the Contract.

Samples of specifications from previous similar projects useful in this respect. Most specifications are normally written specially by the Employer or Project Manager to suit the Contract in hand. There is no standard set of Specifications for universal application in all sectors, but there are established principles and practices, which are reflected in these documents.

There are considerable advantages in standardizing General Specifications for repetitive Services in recognized public sectors, such as education, health, sanitation, social and urban housing, roads, ports, railways, irrigation, and water supply. The General Specifications should cover all classes of workmanship, materials, and equipment commonly involved in the provision of Services, although not necessarily to be used in a particular Services Contract. Deletions or addenda should then adapt the General Specifications to the particular Services.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for goods, materials, Services, and workmanship, recognized

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standards should be used as much as possible. Where other particular standards are used, the specifications should state that goods, materials, Services and workmanship that meet other authoritative standards, and which ensure substantially equal or higher quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions or Specifications.

## Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Contract to specific standards and codes to be met by the goods and materials to be furnished, and Services or work performed or tested, the provisions of the latest current edition or revision of the relevant standards and codes in effect shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national, or relate to a particular country or region, other authoritative standards that ensure a substantially equal or higher quality than the standards and codes specified will be accepted subject to the Procuring Agency's prior review and written consent. Differences between the standards specified and the proposed alternative standards shall be fully described in writing by the Service Provider and submitted to the Procuring Agency at least 28 days prior to the date when the Service Provider desires the Procuring Agency's consent. In the event the Procuring Agency determines that such proposed deviations do not ensure substantially equal or higher quality, the Service Provider shall comply with the standards specified in the documents.

These Notes for Preparing Specifications are intended only as information for the Procuring Agency or the person drafting the bidding documents. They should not be included in the final documents.

## VI (b) Notes on Drawings

Insert here a list of Drawings. The actual Drawings, site plans, geographical areas covered, should be attached to this section or annexed in a separate folder.

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## Section VI. Priced Activity Schedule

Objectives The objectives of the Activity Schedule are

- (a) to provide sufficient information on the **quantities of Services** to be performed to enable bids to be prepared efficiently and accurately; and
- (b) when a Contract has been entered into, to provide a priced Activity Schedule for use in the periodic valuation of Services executed.

In order to attain these objectives, **Services should be itemized** in the Activity Schedule in sufficient detail to distinguish between the different classes of Services, or between Services of the same nature carried out in different locations or in other circumstances which may give rise to different considerations of cost. Consistent with these requirements, the layout and content of the Activity Schedule should be as simple and brief as possible.

### Day work Schedule

A Day work Schedule should be included only if the probability of unforeseen work, outside the items included in the Activity Schedule, is high. To facilitate checking by the Employer of the realism of rates quoted by the bidders, the Day work Schedule should normally comprise the following:

- (a) A list of the various classes of Services, labor, materials, and Plant for which basic daywork rates or prices are to be inserted by the Bidder, together with a statement of the conditions under which the Service Provider will be paid for work executed on a day work basis.
- (b) Nominal quantities for each item of Day work, to be priced by each Bidder at Day work rates as Bid. The rate to be entered by the Bidder against each basic Daywork item should include the Service Provider's profit, overheads, supervision, and other charges.

#### **Provisional Sums**

The estimated cost of specialized work to be carried out, or of special goods to be supplied, by other Service Providers (refer to Clause 8 of the Conditions of Contract) should be indicated in the relevant part of the Activity Schedule as a particular provisional sum with an appropriate brief description. A separate procurement procedure is normally carried out by the Employer to select such specialized Service Providers. To provide an element of competition among the bidders in respect of any facilities, amenities, attendance, etc., to be provided by the successful Bidder as prime Service Provider for the use and convenience of the specialist contractors, each related provisional sum should be followed by an item in the Activity Schedule inviting the Bidder to quote a sum for such amenities, facilities, attendance, etc.

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# Part II – Conditions of Contract and Forms



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## Letter of Acceptance

[letterhead paper of the Procuring Agency]

[date]

To: [name and address of the Service provider]

This is to notify you that your Bid dated [date] for execution of the [name of the Contract and identification number, as given in the Special Conditions of Contract] for the Contract Price of the equivalent of [amount in numbers and words] [name of currency], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

**Note:** Insert one of the 3 options for the second paragraph. The first option should be used if the Bidder has not objected the name proposed for Adjudicator. The second option if the Bidder has objected the proposed Adjudicator and proposed a mane for a substitute, who was accepted by the Procuring Agency. And the third option if the Bidder has objected the proposed Adjudicator and proposed a mane for a substitute, who was not accepted by the Procuring Agency.

We confirm that [insert name proposed by Procuring Agency in the Bidding Data],

or

We accept that [name proposed by bidder] be appointed as the Adjudicator

or

We do not accept that [name proposed by bidder] be appointed as Adjudicator, and by sending a copy of this letter of acceptance to [insert the name of the Appointing Authority], we are hereby requesting [name], the Appointing Authority, to appoint the Adjudicator in accordance with Clause 36.1 of the Instructions to Bidders

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

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Authorized Signature:

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Name and Title of Signatory:Name of Agency:	
Attachment: Contract	

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## Form of Contract

[letterhead paper of the Procuring Agency]

#### **LUMP-SUM REMUNERATION**

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of Procuring Agency] (hereinafter called the "Employer") and, on the other hand, [name of Service Provider] (hereinafter called the "Service Provider").

[Note: In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Employer") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Provider's obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the "Service Provider").]

#### WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of.....;
- (c) the Employer has received budget from the Government of Punjab. It intends to apply a portion of the proceeds of this budget to eligible payments under the contract.

NOW THEREFORE the parties hereto hereby agree as follows:

- 1. The following documents shall be deemed to form and be read and construed as part of this Agreement, and the priority of the documents shall be as follows:
  - (a) the Letter of Acceptance;
  - (b) the Special Conditions of Contract;
  - (c) the General Conditions of Contract;
  - (d) the Scope of Services;
  - (e) Performance Specifications and Drawings;
  - (f) the Priced Activity Schedule; and
  - (g) the Service Provider's Bid.

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- 2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
  - (a) the Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of Employer]	
[Authorized Representative]	
For and on behalf of [name of Service Provider]	
[Authorized Representative]	
[Note: If the Service Provider consists of more than one entiappear as signatories, e.g., in the following manner:]	ty, all these entities should
For and on behalf of each of the Members of the Service Prov	vider
[name of member]	
[Authorized Representative]	
[name of member]	
[Authorized Representative]	

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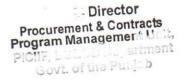
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## Section VI. General Conditions of Contract

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## Section V. General Conditions of Contract

## A. General Provisions

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) The Adjudicator is the person appointed jointly by the Employer and the Contractor to resolve disputes in the first instance, as provided for in Sub-Clause 8.2 hereunder.
- (b) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (c) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer
- (e) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (f) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (g) "Dayworks" means varied work inputs subject to payment on a time basis for the Service Provider's employees and equipment, in addition to payments for associated materials and administration.
- (h) "Employer" means the party who employs the Service Provider
- (i) "Foreign Currency" means any currency other than the currency of the country of the Employer;
- (j) "GCC" means these General Conditions of Contract;
- (k) "Government" means the Government of the Punjab;
- (l) "Local Currency" means Pak Rupee (PKR);
- (m) "Member," in case the Service Provider consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the SC to act on their behalf in exercising all the Service Provider' rights and obligations

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towards the Employer under this Contract;

- (n) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;
- (o) "Personnel" means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
- (p) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (q) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Employer
- (r) "SCC" means the Special Conditions of Contract by which the GCC may be amended or supplemented;
- (s) "Specifications" means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
- (t) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider's Bid.
- (u) "Subcontractor" means any entity to which the Service Provider subcontracts any part of the Services in accordance with the provisions of Sub-Clauses 3.5 and 4.

## 1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.

#### 1.3 Language

This Contract has been executed in the language specified in the SCC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### 1.4 Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC.** 

#### 1.5 Location

The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the

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Government's country or elsewhere, as the Employer may approve.

## 1.6 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials **specified in the SCC.** 

## 1.7 Inspection and Audit by the Procuring Agency

The Service Provider shall permit the Procuring Agency to inspect its accounts and records relating to the performance of the Services and to have them audited by auditors appointed by the Procuring Agency, if so required.

## 1.8 Taxes and Duties

The Service Provider, Subcontractors, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

# 2. Commencement, Completion, Modification, and Termination of Contract

## 2.1 Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC.** 

# 2.2 Commencement of Services

## 2.2.1 Work Program

Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Work Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Work Program as updated.

# 2.2.2 Starting Date

The Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective, or at such other date as may be **specified in the SCC.** 

## 2.3 Intended Completion Date

Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC.** If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.

#### 2.4 Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract

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Price, may only be made by written agreement between the Parties.

## 2.5 Force Majeure

#### 2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

## 2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

## 2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

### 2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

#### 2.6 Termination

## 2.6.1 By the Employer

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within twenty-one (21) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;

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- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less forty-five (45) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- 37.1 (a) For the purpose of this provision, the terms set forth below are defined as follows:
  - (vi) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or contractor in the procurement process or in contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a contract;
  - (vii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
  - (viii) "collusive practices" is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gain, and to deprive the procuring agency of the benefits of free and open competition, and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty;
  - (ix) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person (participant in the selection process or contract execution) to influence improperly the actions of that person;
  - (x) "obstructive practice" is deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its

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knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the Client's inspection and audit rights.

## 2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than forty-five (45) days.

## 2.6.3 Suspension of Payment

If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14 day termination notice.

## 2.6.4 Payment upon

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Termination Service Provider:

- remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the foreign Personnel.

## 3. Obligations of the Service Provider

#### 3.1 General

The Service Provider shall perform the Services in accordance with the Specifications and the Activity Schedule, and carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating

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to this Contract or to the Services, as faithful adviser to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

# 3.2 Conflict of Interests

3.2.1 Service
Provider
Not to
Benefit
from
Commissio
ns and
Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Service
Provider
and
Affiliates
Not to be
Otherwise
Interested
in Project

The Service Provider agree that, during the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3 Prohibition of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
- (c) after the termination of this Contract, such other activities as may be specified in the SCC.

3.3 Confidentiality The Service Provider, its Subcontractors, and the Personnel of

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either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by the Service Provider The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors', as the case may be) own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be **specified in the SCC**; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 Service
Provider's
Actions
Requiring
Employer's
Prior Approval

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be specified in the SCC.

3.6 Reporting Obligations

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7 Documents
Prepared by the
Service
Provider to Be
the Property of
the Employer

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

# 3.8 Liquidated Damages

3.8.1 Payments of The Service Provider shall pay liquidated damages to the Employer Liquidated at the rate per day stated in the SCC for each day that the

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## Damages

Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount **defined in the SCC.** The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

## 3.8.2 Correction for Overpayment

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on that sum, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

# 3.8.3 Lack of performance penalty

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and specified in the SCC.

## 3.9 Performance Security

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee.

## 4. Service Provider's Personnel

# 4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

## 4.2 Removal and/or Replacement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

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- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.
- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. Obligations of the Employer

## 5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.

## 5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clauses 6.2 (a) or (b), as the case may be.

# 5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

## 6. Payments to the Service Provider

## 6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Provider in carrying out the Services described in Appendix A. Except as provided in Sub-Clause 5.2, the Contract Price may only be increased above the amounts stated in Sub-Clause 6.2 if the Parties have agreed to additional payments in accordance with Sub-Clauses 2.4 and 6.3.

#### **6.2 Contract Price**

- (a) The price payable in Pak Rupees (PKR).
- (b) The price payable in foreign currency is set forth in the SCC.
- 6.3 Payment for 6.3.1 For the purpose of determining the remuneration due for

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## Additional Services

additional Services as may be agreed under Sub-Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.

## 6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider according to the payment schedule **stated in the SCC.** Any payment shall be made after the conditions **listed in the SCC** for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

## 6.5 Interest on Delayed Payments

If the Employer has delayed payments beyond **fifteen (15) days** after the due date stated in the SCC, interest shall be paid to the Service Provider for each day of delay at the rate stated in the SCC.

## 6.6 Price Adjustment

- 6.6.1 Prices shall be adjusted for fluctuations in the **cost of inputs only** if **provided for in the SCC.** If so provided, the amounts certified in each payment certificate shall be adjusted by applying the respective price adjustment factor to the payment amounts due.
- 6.6.2 If the value of the index is changed after it has been used in a calculation, the calculation shall be corrected and an adjustment made in the next payment certificate. The index value shall be deemed to take account of all changes in cost due to fluctuations in costs.

## 6.7 Dayworks

- 6.7.1 If applicable, the Daywork rates in the Service Provider's Bid shall be used for small additional amounts of Services only when the Employer has given written instructions in advance for additional services to be paid in that way.
- 6.7.2 All work to be paid for as Dayworks shall be recorded by the Service Provider on forms approved by the Employer. Each completed form shall be verified and signed by the Employer representative as indicated in Sub-Clause 1.6 within two days of the Services being performed.
- 6.7.3 The Service Provider shall be paid for Dayworks subject to obtaining signed Dayworks forms as indicated in Sub-Clause 6.7.2

## 7. Quality Control

# 7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service

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Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

- 7.2 Correction of Deficiencies, and Non-Performance Penalty
- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Deficiencies remain to be corrected.
- (b) Every time notice a Deficiency is given, the Service Provider shall correct the notified Deficiency within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Deficiency within the time specified in the Employer's notice, the Employer will assess the cost of having the Deficiency corrected, the Service Provider will pay this amount, and a Penalty for Non-Performance calculated as described in Sub-Clause 3.8.

## 8. Settlement of Disputes

8.1 Amicable Settlement The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

- 8.2 Dispute Settlement
- 8.2.1 If any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.
- 8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in the SCC**, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.
- 8.2.4 The arbitration shall be conducted in accordance with the

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- arbitration procedure published by the institution named and in the place shown in the SCC.
- 8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be jointly appointed by the Employer and the Service Provider. In case of disagreement between the Employer and the Service Provider, within 30 days, the Adjudicator shall be designated by the Appointing Authority designated in the SCC at the request of either party, within 14 days of receipt of such request.

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## Section VII. Special Conditions of Contract

Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract		
1.1(a)	The Adjudicator is		
1.1(e)	The contract name is Hiring The Services of Outdoor Advertisement Firm (Framework Contract)		
1.1(h)	The Employer is Punjab Intermediate Cities Improvement Investment Program (PICIIP), Local Government & Community Development Department, Punjab, Pakistan		
1.1(m)	The Member in Charge is Director Procurement & Contracts		
1.1(p)	The Service Provider is		
1.2	The Applicable Law is: PPRA Rules – 2014 (Amended)		
1.3	The language is English		
1.4	The addresses are:		
	Employer: Punjab Intermediate Cities Improvement Investment Program (PICIIP)		
	Attention: <u>Director Communication</u>		
	Tel: 042-99268484		
	Email: pmu.piciip@punjab.gov.pk		
	Service Provider:		
	Attention:		
	Tel:		
	Email:		
1.6	The Authorized Representatives are:		
	For the Employer: Deputy Director Communication  For the Service Provider:		
2.1	The date on which this Contract shall come into effect is		
2.2.2	The Starting Date for the commencement of Services is		

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Number of GC Clause	Supplements to, Clauses in the General Conditions of Contract		
2.3	The Intended Completion Date is		
3.2.3	Activities prohibited after termination of this Contract are:		
3.4	The risks and coverage by insurance shall be:		
	(i) Third Party motor vehicle		
	(ii) Third Party liability		
	(iii) Employer's liability and workers' compensation		
	(iv) Professional liability		
	(v) Loss or damage to equipment and property		
3.5(d)	The other actions are]		
3.7	Restrictions on the use of documents prepared by the Service Provider are:		
3.8.1	The liquidated damages rate is per day  The maximum amount of liquidated damages for the whole contract is percent of the final Contract Price.		
3.8.3	The percentage to be used for the calculation of Lack of performance Penalty(ies) is		
5.1	The assistance and exemptions provided to the Service Provider are:		
6.2(a)	The amount in Pak Rupees is		
6.2(b)	The amount in foreign currency is		
6.4	Payments shall be made according to the following schedule:  N/A		
6.5	Payment shall be made within days of receipt of the invoice and the relevant documents specified in Sub-Clause 6.4, and within days in the case of the final payment.		
	The interest rate is		
6.6.1	Price adjustment is <b>N/A</b> in accordance with Sub-Clause 6.6.		

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Number of GC Clause	The coefficients for adjustment of prices are:  (a) For local currency:			
7.1	The principle and modalities of inspection of the Services by the Employer are as follows:  The Defects Liability Period is			
8.2.3	The Adjudicator is Who will be paid a rate of expenses are recognized: ber hour of work. The following reimbursable			
8.2.4	The arbitration procedures of will be used			
8.2.5	The designated Appointing Authority for a new Adjudicator is			

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## Performance Bank Guarantee (Unconditional)

To:				
Whereas (hereinafter called "the Service Provider") has undertaken, in pursuance of Contract No dated to execute (hereinafter called "the Contract");				
And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;				
And whereas we have agreed to give the Service Provider such a Bank Guarantee;				
Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of				
We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.				
We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.				
This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.				
Signature and seal of the Guarantor				
Name of Bank Address Date				

#### Annexure-A

Proposal duly signed must be furnished along with the following Undertaking: - (This should be written in the Rs. 100 Stamp Paper)

### UNDERTAKING

We, the undersigned, hereby offer to provide Advertising Services to), Punjab Intermediate Cities Improvement Investment Program (PICIIP) in accordance with its Bidding Documents (BD) due for opening on April ------, 2021 for provision of Hiring the Services for Outdoor Advertisement Firm.

We are hereby submitting our Bid and we hereby declare that:

- d) All the information and statements made in this Bid/Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- e) We are currently not on the removed/blacklisted or suspended by any procuring agency of Pakistan or by any regulatory body in Pakistan and and has no dispute with any Government Organization.
- f) We, do not have any pending litigation/arbitration/bankruptcy proceeding (other than the litigation declared alongside this form) with any government department/public sector undertaking/ private sector entity/or any other agency for which we have executed/ undertaken the works/services during the last 3 years.

We agree to abide by the terms and conditions of the BD and in addition to the conditions we also agree to abide by all the special instructions mentioned in BD. We also hereby categorically confirm that we are fully capable to provide services of advertisement as laid down in the terms of reference

We fully understand and recognize that PMU, PICIIP is not bound to accept this Bid/Proposal that we shall bear all costs associated with its preparation and submission, and that PMU, PICIIP will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,
Yours sincerely,
Authorized Signature and Stamp [In full and initials]:
Name, ID Card No. and Title of Signatory:
Name of Firm:
Contact Details:
III. WITNESS
Signature:
Designation & ID Card No.

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## **Appendices**

## Appendix A — Scope of Services

Scope of Services of this assignment is mentioned in Section IV. Scope of Services

## Appendix B — Schedule of Payments & Reporting Requirements

Not applicable

## Appendix C — Key Personnel and Subcontractors

Not applicable

## Appendix D — Breakdown of Contract Price

#### 3.1 FINANCIAL BID / SCHEDULE OF BID

Sr.	Item	Description	Unit	Rate inclusive of all taxes	Total Amount inclusive of all taxes
1	Marquee	installation as per demanded locationRental per day 300x100	Per unit		
2	Stage laminated, reinforced	For the complete stage - 1440 Sq feet with 4 feet height	Sq Feet		
3	Carpeting	For one hall - 300'x100,' per hour	per unit		
4	Chair	With cover	Per unit		
5	Chairs for VVIP guest	Chairs with Covers	Per unit		
6	Tables for VVIP guest	Round tables with covers	Per unit		
7	VVIP Lounges	3+2+2 seater set	Per unit		
8	VVIP plaque area	Lamination Sheets, as per the agreed design	Sq Feet		

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9	Head Table Arrangements including VVIP chairs etc	13 wooden chairs with VVIP centre chair, head table branding per hour	lumpsum	
10	Safe areas (Flooring, sofa, AC, table)	16'x16', per day	Lump sum	
11	Stage light	Hanging truss with parking lights	Per unit	
12	XLR Lighting	Overhead lighting throughout marquee per day	lumpsump	
13	Neon Lights	manque per unj	Each	
14	Alphabets cutout with lights	Acrylic words with led lights	Each	
15	Lighting	Venue lighting 12 light towers	Per unit	
16	Backdrop with 2 Side Wings and with cutouts	Matt Korean flex with metal frame - 840 Sq Feet	Sq Feet	
17	Branding	Internal wall to wall	Sq Feet	
18	Front stage branding	Korean Flex with frame	Sq Feet	
19	Branding portraits	Korean Flex with frame	Sq. Feet	
20	Welcome & thank you brandings	Korean Flex with frame	Sq. Feet	
21	Outdoor branding adjacent area	Korean Flex	Sq. Feet	
22	Standees (Flex)	Rolling stand	Per unit	
23	Standees (Digital)		Per unit	
24	Outdoor marquee branding	Korean Flex with frame	Sq. Feet	
25	Air conditioning charges	500 HP (complete unit) per day	Per unit	
26	Generator Rent (Heavy duty) (100KVA)	100KVA with backup, (Fuel will reimbursed as per actual)	Per unit	
27	Sound system (Complete set)	With backup for single marquee, per day - 08 pairs per event (line ray)	Lumpsum	
28	Ushers		Per unit	
29	SMDs	10'x13', P4,	Per unit	
30	Podium	Rental Per day	Per unit	
31	Chief guest shields	As per protocol PM/CM/Minister	Per unit	
32	Acrylic Shields	As per protocol	Per unit	
33	Wooden Shields	As per protocol	Per unit	
34	Event Brochure 10- pages	150 gm, 04 color printing with pin binding	Lumpsum	

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35	Invitation printing	Digital printing, with envelope, 6 X 4	Per unit	
36	Participant bag (VVIP)	Participant leather bag with note pad and ballpoint set	Per unit	
37	Certificates	A4 size digital	Per unit	
38	Stage & Head table floral	For complete head table	Lump sum	
39	Master of Ceremony	Including travel, stay etc, (As per protocol and standards) per event	Per event	
40	Mobile Washroom	Male/female as per standard	Per day	
41	Mineral water	500 ml	Per unit	
42	Flowering Bouquet		Lumpsum	
43	Flowering Standing Arrangement		Lump sum	
44	Flowering Stage		Lumpsum	
45	Tilawat Khanwan	As per protocol (Including transport and stay), per event	Lumpsum	
46	Naat Khawan	As per protocol (Including transport and stay), per event	Lumpsum	
47	Lunch Boxes	Biryani with mineral water	Per unit	
48	Lunch for VIPs	Single Dish (Yakhni Plao, Cicken Quorma, Desert, Colod Drink, Raita & Salad.	Per unit	
49	Event Video	Edited videos of event	Per Hour of edited video	
50	Event Pictures	Edited pictures of event	Per edited picture	
51	USBs	(16 GB)	Each	
52	Interviews Recording	Edited interviews	Per unit	
53	projector & Screen	Standard size projector screen 6x8 ft for displaying presentation	Per unit	
54	Kiosks/ Stalls	Appro 10x15 kiosks/stall for departments	ft	
55	LCD	55" Lcd's	Per unit	
56	Extra tables	Round table for participitant and renctangle table for panel	Per unit	
57	Backlet panels	2x5 ( approx)	ft	
58	Feedback Wall	8x8 ft ( aprox)	sqft	
59	3D Logos	Logos 2ft ( approx)	Per unit	
60	3D Logos Rotating	Rotating Logos 2 ft ( approx)	Per unit	
61	Event video	Editing video of event	per hour of edit video	
62	Extra Gazeebo	12x12 complete package	Per unit	

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63	Extra Kanaat	Standard	Per unit	
64	Extra Tent	Standard	Per unit	
65	Event report & Documentary	Lumpsum	Lumpsum	
66	Labour Cost	Complete Setup per event	Lumpsum	
68	Standees	X-Stand	Each	
69	Rollups	Standard	Each	
70	Streamers	China Flex with wooden Frame with installation	Per Sqft	
71	Banner	China (320 gm) with rope and stick installation Tea, Coffee, Water, Sandwich,	Per Sqft	
72	High Tea	One Bite Patties, Cookies, Pastry.	Per Person	
73	File Folders	300 art card 4 color printing with eyelet size 9"x13"	Each	
74	Standees	X-Stand	Each	
75	Dera (Tent)	90 ft X 90 ft with complete installation each	Each	

## **Grand Total -**

- Evaluation will be done based upon the total amount after arithmetic correction of each item.
   Contract will be awarded to the lowest evaluated bidder.
- The transportation cost (from PMU, PICIIP's head Office city to any other part in the country) will be reimbursed on actual after submission of verifiable original bills/cargo receipts etc.
- All prices must be quoted Pak Rupees and should include any taxes applicable, such GST,
  Income Tax etc. if not specifically mentioned in the bid/Quotation, it will be presumed that
  the prices include all the taxes. Any subsequent change in tax regime by government would
  be adjusted accordingly.



#### APPENDIX E

## FORMAT FOR POWER OF ATTORNEY FOR SIGNING PROPOSAL

(On a Stamp Paper of appropriate value)

## 

(Signature)
(Name, Title and Address)

Accepted
\_\_\_\_\_(Signature)
(Name, Title and Address of the Attorney)

Applicant Seal & Stamp

#### Note:

To be executed by the sole Applicant

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

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