INFORMATION TECHNOLOGY UNIVERSITY OF THE PUNJAB

INVITATION TO BID

Information Technology University (ITU), invites proposals/bids for: "Procurement of Provisioning of Security Services (Security Guards) under Framework Contract for ITU".

1. Tender Document is available at www.itu.edu.pk and www.ppra.punjab.gov.pk. The procurement shall be completed in accordance with Punjab Procurement Rules 2014, on Single Stage - Two Envelope Bidding Procedure.
2. A single package containing Technical and Financial Bids separately, duly completed, signed, stamped, sealed and in complete conformity with Tender Document should be dropped, in the Tender Box placed at Reception of the ITU office, 6th Floor, Arfa Software Technology Park, 346-B, Main Ferozepur Road Lahore, not later than 1500 Hours on last date of submission of bids i.e. **24th August, 2023**. The bids shall be opened at 1600 Hours on the same date, as per Punjab Procurement Rules, 2014.
3. All bids must be accompanied by Bid Security in complete conformity of the clause "Bid Security" of the prescribed tender document, as per Rule-27 of Punjab Procurement Rules 2014. Bids which are incomplete, not sealed, not signed and stamped, late or submitted by other than specified mode will not be considered.
4. All prospective firms/bidders are required to collect a challan form from the Procurement Office-ITU at below given address to submit an amount of Rs.1000/- in ITU's Account. The deposit slip must accompany the bid; elsewise the bid shall stand rejected.
5. Income/Sales tax registration certificate and other required documents as mentioned in Tender Document must accompany the bids. Taxes will be deducted as per government rules.

Note: ITU may reject all bids or proposals at any time prior to the acceptance of a bid or proposal, as provided under Rule-35 of Punjab Procurement Rules, 2014.

PURCHASE OFFICER

INFORMATION TECHNOLOGY UNIVERSITY OF THE PUNJAB
6th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore.
Phone: (042) 111-111-488 (6029)
Web: www.itu.edu.pk

Tender Document

Tender No. 48890-10082023-1

PROCUREMENT OF PROVISIONING OF SECURITY SERVICES (SECURITY GUARDS) UNDER FRAMEWORK CONTRACT

FOR

INFORMATION TECHNOLOGY UNIVERSITY

INFORMATION TECHNOLOGY UNIVERSITY OF THE PUNJAB

6th Floor, Arfa Software Technology Park,

346-B, Ferozepur Road, Lahore, Pakistan

Phone: (+92) (42) 111-111-488 (6029)

URL: www.itu.edu.pk

Table of Contents

IMPORTANT NOTE

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

CHECKLIST FOR BID SUBMISSION

The bidder(s) must fill-up the checklist / table given below and attach required documents with proper Annexures:

Sr. #	Description	Yes/ No	Attached at Annexure
Technical Proposal			
1.	Covering letter **Annex-E** duly signed and stamped by authorized representative on Firm's Letter Head.		
2.	Technical Proposal Submission Form **Annex-B** dully signed and stamped on Firm's Letter Head.		
3.	Duly filled, signed and stamped technical specifications sheet **Annex-A** with Technical Offer/BOQ clearly mentioning quoted Brand/ Model with Technical specifications offered, along with Brochures / Literature/Datasheets and website links.		
4.	Undertaking **Annex-G** signed & stamped on legal valid and attested stamp paper.		
5.	Income Tax Registration (NTN) and General Sales Tax Registration (GST) with Active status.		
6.	Valid Professional Tax Certificate.		
7.	Relevant experience documents i.e. Purchase Orders / Contracts for specified period of one (1) year as required in Technical Evaluation Criteria.		
8.	Authorization Certificate / document from the principal / manufacturer/Authorized dealer.		
9.	Power of Attorney **Annex-F**, if an authorized representative is appointed.		
10.	Receipt (ITU copy) deposit slip of bidder registration for this tender. Challan Form given at **Annex-I** of Tender Document.		
11.	Bid Security, as per provisions of (clause-15) of this Tender Document.		
Financial Proposal			
12.	Financial Proposal Form **Annex-C**, duly signed & stamped on Firm's Letter Head.		
13.	Price Schedule/Financial Cost Sheet **Annex-D**, duly signed & stamped on Firm's Letter Head.		

APPLICABILITY OF PUNJAB PROCUREMENT RULES, 2014

This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab if and when received.

1. Invitation to Bid

1.1 PPRA Rules to be followed

Punjab Procurement Rules, 2014 will be strictly followed. These may be obtained from PPRA's website. **http://ppra.punjab.gov.pk**

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules, 2014.

1.2 Mode of Advertisement(s)

As per Rule 12(2), this Tender is being placed online at PPRA's website as well as being advertised in print media. The bidding document carrying all details can be downloaded from ITU's website www.itu.edu.pk and from PPRA's website www.ppra.punjab.gov.pk for information only. All prospective bidders are required to register themselves with the Procurement Office, ITU at above given address; collect a Challan Form to submit an amount of Rs.1,000/- in ITU's account. The deposit slip must accompany respective bid; elsewise the bid will stand rejected.

1.3 Type of Open Competitive Bidding

As per Rule 38(2)(a) of Punjab Procurement Rules, 2014, Single Stage – Two Envelope Bidding Procedure shall be followed. The said procedure is reproduced as follows:

(i) the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;

(ii) the envelopes shall be marked as "Financial Proposal" and "Technical Proposal";

(iii) in the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency;

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

(v) during the technical evaluation no amendments in the technical proposal shall be permitted;

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

(vii) the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and

(viii) the lowest evaluated bidder shall be awarded the contract.

2. Bidding Details (Instructions to Bidders)

All bids must be accompanied by Bid Security (Earnest Money), as per provisions of this tender document clause "Bid Security" in favor of **"Information Technology University"**. The complete bids as per required under this tender document, must be delivered into the Tender Box, placed at reception of Information Technology University, Lahore, not later than **1500 hours** on **24th August, 2023**. Late bids shall not be considered. Bids shall be publicly opened in the Committee Room of Information Technology University, 6th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore, at **1600 hours** on **24th August, 2023.** In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications of the Goods/ Services must be received in writing to the Purchaser till **17th August, 2023**. Any query received after said date may not be entertained. All queries shall be responded to within due time. ITU will host a Q&A session at ITU premises (6th Floor, Arfa Software Technology Park, 346-B, Ferozepur Road, Lahore). All Bidders shall be informed of the date and time in advance.

The bidder shall submit bid which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding **"Determination of Responsiveness of Bid"** and **"Rejection / Acceptance of the Tender"** for making their bids substantially responsive to the requirements of the Bidding Document.

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

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

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

Primary Contact

Tanzeel ur Rahman

Assistant Registrar (Admin)

Email: tanzeel.rahman@itu.edu.pk

6th Floor, Arfa Software Technology Park,
346-B, Ferozepur Road, Lahore, Pakistan.

Secondary Contact

For general queries relating tender document bidders may contact at: ali.hamdani@itu.edu.pk.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing (e-mail) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

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

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.

TERMS AND CONDITIONS OF THE TENDER

3. Definitions

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

3.2 "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.

3.3 “Availability and Reliability” means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.

3.4 "Client" means the Project lead of technical / concerned wing of the Purchaser for whose’ particular project the Goods / Services have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.

3.5 “Bidder/Tenderer” means the interested Firm/Company/Supplier/Distributors that may provide or provides the general order items etc. and related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.

3.6 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.

3.7 "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.

3.8 "Contractor / Vendor" means the Bidder whose bid has been accepted and awarded Letter of Acceptance for a specific item followed by the signing of Contract.

3.9 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

3.10 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods or Services in question.

3.11 "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.

3.12 "Day" means calendar day.

3.13 "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, any defects and damages in Goods and Services provided, under the Contract.

3.14 "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

3.15 "Goods" means general order supplies which the Contractor is required to supply to the Purchaser under the Contract.

3.16 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.

3.17 "Prescribed" means prescribed in the Tender Document.

3.18 "Purchaser" means the Information Technology University (ITU) or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.

3.19 "Origin" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Contractor.

3.20 "Services" means after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.

3.21 "Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.

3.22 "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan

4. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

5. Notice

5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:

5.1.1 in writing;

5.1.2 issued within reasonable time;

5.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and

5.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

6. Tender Scope

6.1 Information Technology University (ITU), (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders") for provisioning of security services (hereinafter referred to as "the Services").

6.2 The services will be delivered to Information Technology University, Lahore. Detail requirements and specifications are attached at **Annex-A**.

7. Tender Eligibility/Qualification Criteria

7.1 Responsive Bidder is a Bidder who:

7.1.1 has a registered/incorporated company/firm in Pakistan with relevant experience for last three (3) years atleast;

7.1.2 Must be registered with Tax Authorities as per prevailing tax rules (Only those firms / companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);

7.1.3 has valid Registration of Sales Tax (GST)/Punjab Revenue Authority (PST) & National Tax Number (NTN) and must be included in Active Tax Payer List;

7.1.4 has Valid Professional Tax Certificate;

7.1.5 has submitted bid for complete services/items and relevant bid security. Non-compliance of the same shall cause rejection of the bid;

7.1.6 Must be involved in provision of similar nature services for last three (03) years atleast;

7.1.7 has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. (Submission of undertaking on legal stamp paper is mandatory), failing which will cause rejection of the bid;

7.1.8 has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.

7.1.9 Conforms to the clause of "Responsiveness of Bid" given herein this tender document.

7.1.10 Services can only be supplied/sourced/routed from "origin" in "eligible" member countries.

7.1.10.1 Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

7.1.10.2 "Origin" shall be considered to be the place from which the Services are provided.

8. Tender Cost

The Bidder shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible / liable for those costs / expenses.

9. Joint Venture / Consortium

Joint venture / consortium is not eligible for this tender.

10. Examination of the Tender Document

The Bidder is expected to examine the Tender Document, including all instructions and terms and conditions.

11. Clarification of the Tender Document

The Bidder may require further information or clarification of the Tender Document, within 05 (five) calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in writing (e-mail) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

12. Amendment of the Tender Document

12.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).

12.2 The Purchaser shall notify the amendment(s) in writing to the prospective Bidders as per Punjab Procurement Rules, 2014.

12.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules, 2014.

13. Preparation / Submission of Tender

13.1 The Bidder must submit their bid for complete scope of services required in this tender.

13.2 The Bidder will submit their respective bids in a manner explained in this tender document.

13.3 The Tender and all documents relating to the Tender, exchanged between the Bidder and the Purchaser, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.

13.4 The Tender shall be filed in / accompanied by the prescribed Forms, Annexures, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Bidder or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted. If volume of the bid contains various set(s) of documents the same must be properly numbered and tagged in binding shape.

13.5 The Tender shall be in two parts i.e. the **technical proposal** and the **financial proposal**. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.

13.6 The **Technical Proposal** shall comprise the following, **without quoting the price**:

13.6.1 Duly filled, signed and stamped technical proposal sheet **<u>Annex-A</u>** with Technical Offer/BOQ clearly mentioning description/requirement offered, along with Brochures / Literature, etc.

13.6.2 Technical Proposal Form (**Annexure-B**)
13.6.3 Undertaking as per (**Annexure-G**) signed & stamped on legal valid and attested stamp paper.
13.6.4 Covering letter duly signed and stamped by authorized representative. (**Annexure-E**)
13.6.5 Evidence of eligibility of the Bidder and the Services
13.6.6 Evidence of conformity of the Goods / the Services to the Tender Document
13.6.7 Technical Brochures / Literature (If any)
13.6.8 Details of Support Service
13.6.9 Valid Registration Certificate for Income Tax & General Sales Tax and status of the Firm / Company on Active Tax Payer List.
13.6.10 Power of Attorney, if an authorized representative is appointed (**Annexure-F**).
13.6.11 Bid Security **(Earnest Money)**, as per provisions of the clause Bid Security of this document.
13.6.12 Receipt (ITU copy) deposit slip of bidder registration for this tender. Challan Form given at (**Annexure-I**) of Tender Document

13.7 The **Financial proposal** shall comprise the following:
13.7.1 Financial Proposal Form **(Annexure-C)**
13.7.2 Price Schedule **(Annexure-D)**

13.8 The Bidder shall seal the Original Technical Proposal/Bid in an envelope duly marked as under:

Original Technical Proposal/Bid for:
Tender Name. [Name of Tender]
Tender No. **48890-10082023-01**
<u>Strictly Confidential</u>

[Name of the Purchaser]
[Address of the Purchaser]

[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

13.9 The Bidder shall seal the Duplicate Technical Proposal/Bid in an envelope duly marked as under:

Duplicate Technical Proposal/Bid for:
Tender Name. [Name of Tender]
Tender No. **48890-10082023-01**
<u>Strictly Confidential</u>

[Name of the Purchaser]
[Address of the Purchaser]

[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

13.10 The Bidder shall follow the same process for the Financial Proposal/Bid.

13.11 The Bidder shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Proposal/Bid for:
Tender Name. [Name of Tender]
Tender No. **48890-10082023-01**
Strictly Confidential

[Name of the Purchaser]
[Address of the Purchaser]

[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

13.12 The Bidder shall again seal the sealed envelopes of Duplicate Technical Proposal and the Duplicate Financial Proposal in an outer envelope, duly marking the envelope as under:

Duplicate Proposal/Bid for:
Tender Name. [Name of Tender]
Tender No. **48890-10082023-01**
Strictly Confidential

[Name of the Purchaser]
[Address of the Purchaser]

[Name of the Bidder]
[Address of the Bidder]
[Phone No. of the Bidder]

13.13 The Bidder may enclose soft copies of the Technical Proposal and the Financial Proposals, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.

13.14 The Tender shall be dropped in the prescribed Tender Box placed at the Reception of the Purchaser's office, not later than 1500 hours on last date of submission of bids. No late bid shall be accepted.

13.15 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the Bidder.

14. Tender Price

14.1 The quoted price shall be:

14.1.1 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;

14.1.2 in Pak Rupees;

14.1.3 inclusive of all taxes, duties, levies, insurance, freight, etc.;

14.1.4 including all charges up to the delivery point at the Office of Information Technology University.

14.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.

14.3 Where no prices are entered against any item(s), the price of that item shall be deemed be free of charge, and no separate payment shall be made for that item(s).

15. Bid Security (Earnest Money)

15.1 The Bidder shall furnish the Bid Security (Earnest Money) as under:

15.1.1 for a sum of **Rs.100,000/-;**

15.1.2 denominated in Pak Rupees;

15.1.3 as part of technical bid envelope;

15.1.4 in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser;

15.1.5 have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.

15.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:

15.2.1 If the Bidder withdraws the Tender during the period of the Tender validity specified by the Bidder on the Tender Form; or

15.2.2 If the Bidder does not accept the corrections of his Total Tender Price; or

15.2.3 If the Bidder, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to deliver the required Services or fulfill the order placed within the stipulated time period.

15.3 The unsuccessful Bidder will be returned the Bid Security only, after completion of bid evaluation process. The Bid Security shall be returned to the successful Bidder upon the signing the contract from the Bidder and furnishing the Performance Guarantee.

16. Tender Validity

The Tender shall have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender. The Purchaser may solicit the Bidder 's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Bidder agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Bidder may refuse extension of validity period of the Tender, without forfeiting the Bid security.

17. Modification / Withdrawal of the Tender

17.1 The Bidder may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

17.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

18. Opening of the Tender

18.1 Tenders shall be opened at 1600 hours on the last date of submission of bids, in the presence of the Bidder(s) for which they shall ensure their presence without further invitation, as per provision of Rule-30 of PPRA Rules, 2014. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

18.2 The Bidder's name, modifications, withdrawal, security, attendance of the Bidder and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

18.3 No Bidder or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location.

19. Clarification of the Tender

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the purchaser

20. Determination of Responsiveness of the Bid (Tender)

20.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:

20.1.1 meets the eligibility criteria given herein this tender document.

20.1.2 meets the required Specifications for the Goods/Items/Services;

20.1.3 meets the delivery period / point for the Goods/Items/Services;

20.1.4 in compliance with the rate and limit of liquidated damages;

20.1.5 is accompanied by the required Bid Security as part of bid envelope;

20.1.6 The original receipt of tender fee submitted, attached with bid envelope;

20.1.7 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;

20.1.8 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.

20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Services / Goods or limits the Purchaser's rights or the Bidder's obligations under the Contract.

20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation.

21. Correction of errors / Amendment of Tender

21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:

21.1.1 if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.

21.1.2 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.

21.1.3 if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.

21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Bidder.

21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.

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

22. Technical Evaluation Criteria

22.1 The Bidders who have duly complied with the Eligibility/Qualification and Technical Evaluation Criteria will be eligible/responsive for further processing.

22.2 The Bids, which do not conform, to the Technical Specifications or Bid conditions or Bids from the Bidders without adequate capabilities for supply of Goods

/Services will be rejected.

22.3 The Responsive/Technically Qualified Bidders will be considered for further evaluation.

22.4 The Technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria:

Category	Description	Remarks
Mandatory Compliance	Valid **Income Tax Registration** with Active status.	**Required**
	Valid **Sales Tax Registration (FBR & PRA)** with Active status.	**Required**
	Valid **Professional Tax Certificate**.	**Required**
	NOC from Ministry of Interior / Home Department (Punjab) will be allowed the bidder to participate in this tender.	**Required**
	Submission of **undertaking** on **legal valid and attested Stamp Paper** that: i) the Bidder (Name of the Firm) is **not blacklisted** by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. ii) the Bidder (Name of the Firm) shall comply to the **Terms & Conditions** mentioned in Tender Document, i.e. All terms & conditions and qualification requirements listed anywhere in this Tender Document have been satisfactorily vetted. iii) the Bidder (Name of the Firm) shall comply to **Delivery/ Execution Schedule** as per Tender Document. iv) the Bidder (Name of the Firm) shall comply to the specifications of services to be procured mentioned vide **Annex-A** of this document.	**Required**
	Must be involved in provision of **security services** for last **three (3) years atleast** (Verifiable through relevant purchase orders / contracts)	**Required**
	Valid Membership Certificate of All Pakistan Security Agencies Associations (APSAA).	**Required**
	Valid **ISO Certification**.	**Required**

Note: Verifiable documentary proof for all above mandatory requirements will be pre-requisite for the evaluation of bids of the bidder(s).

23. Financial Proposal Evaluation

23.1 Technically qualified/responsive Bidder(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Responsive/Successful Bidder(s) or their authorized representatives shall be allowed to take part in the Financial Proposal opening.

23.2 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The bids Prices will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes given by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.

23.2.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.

23.2.2 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;

23.2.3 In evaluation of the price of articles/goods/services, which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.

23.3 The Purchaser will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Government at any time during execution/evaluation period will be dealt with mutual.

24. Rejection / Acceptance of the Bid

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

24.2 The Tender shall be rejected if it is:

24.2.1 substantially non-responsive in a manner prescribed in this tender document clause-7&20; or

24.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or

24.2.3 bid not submitted against complete Lot and relevant bid security is not submitted;

24.2.4 incomplete, partial, conditional, alternative, late; or

24.2.5 subjected to interlineations / cuttings / corrections / erasures / overwriting; or

24.2.6 the Bidder refuses to accept the corrected Total Tender Price; or

24.2.7 the Bidder has conflict of interest with the Purchaser; or

24.2.8 the Bidder tries to influence the Tender evaluation / Contract award; or

24.2.9 the Bidder engages in corrupt practices in competing for the Contract award;

24.2.10 the Bidder fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);

24.2.11 the Bidder fails to meet the evaluation criteria requirements (clause-22);

24.2.12 the Bidder has been blacklisted by any public or private sector organization;

24.2.13 the Bidder has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;

24.2.14 the Bidder has mentioned any financial implication(s) in the proposal that is in contradiction to this document and Government rules and regulations.

24.2.15 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.

24.2.16 the Bidder submits any financial conditions as part of its bid which are not in conformity with tender document.

24.2.17 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.

24.2.18 If the rates quoted by vender are not workable or on higher side etc.

25. Award Criteria

25.1 The first step, responsive bidder(s) as per clause-7, clause-22 of this tender document fulfilling the qualification and technical evaluation criteria will stand technically qualified.

25.2 At second step, technically responsive/qualified bidder(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and the contract shall be awarded in the light of Punjab Procurement Rules, 2014 and fulfilling all codal formalities.

26. Acceptance Letter

As per provisions of Rule-(55) of Punjab Procurement Rules 2014, the Purchaser shall issue the Acceptance Letter to the successful Bidder, at least after 10 days of announcement of bid evaluation reports (Ref: Rule-37 of Punjab Procurement Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

27. Performance Security

27.1 The successful Bidder/The Contractor shall furnish Performance Security as under:

27.1.1 within twenty (20) days of the receipt of the Acceptance Letter from the Purchaser;

27.1.2 in the form of Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document, whereas, if the individual contract amount is < PKR 0.5 million, performance securities in the shape of demand draft / pay order may be accepted along with undertaking regarding its renewal by the Contractor before expiry, for required time period as per the signed Contract.

27.1.3 for a sum equivalent to **5%** of the contract value;

27.1.4 denominated in Pak Rupees;

27.1.5 have a minimum validity period until the date of expiry of support period or termination of services, or fulfilment of all obligations under the contract, <u>whichever is later</u>. Performance security shall not be acceptable with any validity less than the prescribed time period.

27.2 The Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:

27.2.1 If the Contractor commits a default under the Contract;

27.2.2 If the Contractor fails to fulfill the obligations under the Contract;

27.3 If the Contractor violates any of the terms and conditions of the Contract. The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Bidder within thirty working days after the expiry of its validity on written request from the Contractor.

28. Redressal of grievances by the procuring agency

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

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

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

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

28.5 Any bidder not satisfied with the decision of the committee of the Purchaser may lodge an appeal in the relevant court of jurisdiction.

DRAFT

TERMS & CONDITIONS OF THE CONTRACT (TENTATIVE)

Contract Title:

PROCUREMENT OF PROVISIONING OF SECURITY SERVICES (SECURITY GUARDS) UNDER FRAMEWORK CONTRACT FOR INFORMATION TECHNOLOGY UNIVERSITY

[Name of Contractor]

Dated:

II. General Conditions of Draft Contract

29. Contract

The Purchaser shall, after issuance of LOA, send the Contract provided in the Tender Document, to the successful Bidder. Within three working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Purchaser.

30. Contract Duration

The duration of framework contract shall be for the period of **one (1) year** starting from the date of issuance of Letter of Acceptance.

31. Contract Documents and Information

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

32. Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Purchaser, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

33. Standards

The Services provided under this Contract shall conform to the authoritative latest industry standards.

34. Patent Right

The Contractor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the Service or any part thereof.

35. Execution / Delivery Schedule

The Contractor shall start to deliver the services **within two (2) weeks** from the date of issuance of **Letter of Acceptance/Contract** by the Purchaser.

36. Payment

36.1 The Contractor shall provide all necessary supporting documents along with invoice.

36.2 The Contractor shall submit an Application for Payment, to the Purchaser. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the services delivered, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.

36.3 The Purchaser shall get verified the details of services delivered against the invoice from the Admin Team of ITU and Payment shall be made on **monthly basis** as per actual against the details given in relevant Letter of Acceptance.

36.4 The Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance. The Purchaser shall make payment to the Contractor for the Services provided as per actual quantities and as per Government policy, in Pak Rupees, through cross cheque.

36.5 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

36.6 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan, for the whole period starting from issuance of Acceptance Letter till termination of the signed contract in this regard.

37. Price

The Contractor shall not charge prices for the Goods/Items, the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

38. Contract Amendment

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

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

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

38.4 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

39. Assignment / Subcontract

39.1 The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.

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

40. Extensions in time for performance of obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser with a copy to the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor with a copy to the Client, extend the Contractor's time for performance of its obligations under the Contract.

41. Liquidated Damages

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance violates any of the provisions of the Contract / Letter of Acceptance commits breach of any of the terms and conditions of the Contract / Letter of Acceptance, the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Goods/ Items/Services, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

42. Blacklisting

If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract / Letter of Acceptance or found to have engaged in corrupt or fraudulent practices in competing for the award of contract / Letter of Acceptance or during the execution of the contract / Letter of Acceptance, the Purchaser may without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector, as per provision of Punjab Procurement Rules, 2014 and ITU Procurement Regulations and Guidelines.

43. Forfeiture of Performance Security

43.1 The Performance Security shall be forfeited by the Purchaser, on occurrence of any / all of the following conditions:

43.1.1 If the Contractor commits a default under the Contract;

43.1.2 If the Contractor fails to fulfill any of the obligations under the Contract;

43.1.3 If the Contractor violates any of the terms and conditions of the Contract.

43.2 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 5% of total contract value shall be deducted from the payments to be made against the contract.

43.3 If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.

43.4 Failure to supply required items/services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

44. Termination for Default

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

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

45. Termination for Insolvency

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

46. Termination for Convenience

46.1 The Purchaser may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.

46.2 The Services, which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Services, the Purchaser may elect:

46.2.1 to have any portion thereof completed and delivered; and/or

46.2.2 to cancel the remainder and pay to the Contractor an agreed amount for partially completed Services and materials / parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

47. Force Majeure

47.1 For the purpose 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 / Letter of Acceptance impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

47.2 The Contractor shall not be liable for liquidated damages, blacklisting for future tenders, if and to the extent his failure / delay in performance /discharge of obligations under the Contract / Letter of Acceptance is the result of an event of Force Majeure.

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

47.4 Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract / Letter of Acceptance and (B) avoid or overcome in the carrying out of its obligations here under.

47.5 Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

48. Dispute Resolution

48.1 The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract / Letter of Acceptance.

48.2 If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract / Letter of Acceptance dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

49. Statutes and Regulations

49.1 The Contract / Letter of Acceptance shall be governed by and interpreted in accordance with the laws of Pakistan.

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

49.3 The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

50. Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax / sales tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

51. Contract Cost

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

52. The Client

52.1 The Client shall only carry out such duties and exercise such authority as specified in the Contract. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract, except as expressly stated in the Contract.

52.2 The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.

52.3 The Client shall conform to all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

53. Authorized Representative

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

53.2 The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, the Client or the Contractor.

53.3 Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

53.4 Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

53.5 If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser / the Client, the Contractor may refer the matter to the Purchaser / the Client who shall confirm, reverse or vary such decision or instruction.

54. Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract/ Letter of Acceptance, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

55. Special Stipulations

SCHEDULE-A, SPECIAL STIPULATIONS	
For ease of Reference, certain special stipulations are as under:	
Bid Security (Earnest Money)	The bid security amount has been calculated and demanded on estimated price as per provision of Rule-27 "Bid Security" of PPRA Rules, 2014 (i.e. not exceeding five percent of the estimated cost), the Bidder shall furnish the Bid Security (Earnest Money); in the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Purchaser; for a sum of **Rs.100,000/-** Have a minimum validity period of 120 days from the last date for submission of the Tender or until furnishing of the Performance, **whichever is later**.
Performance Security	The successful Contractor shall furnish **Performance Security** as under: within **twenty (20) days** of the receipt of the Acceptance Letter from the Purchaser; in the form of a **Bank Guarantee**, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document; for a sum equivalent to **5%** of the total contract value; denominated in Pak Rupees; Have a minimum validity period until the date of expiry of support period or termination of services, or fulfilment of all obligations under the contract **whichever is later.** Performance security shall not be acceptable with any validity less than the prescribed time period**.**
Delivery Period	The Contractor shall start to deliver the services **within two (2) weeks** from the date of issuance of **Letter of Acceptance/Contract** by the Purchaser.
Liquidated damages for failure / delay in supply of Goods / Items / Services by the Contractor	If the Contractor fails / delays in performance of any of the obligations, under the Contract / Letter of Acceptance, violates any of the provisions of the Contract / Letter of Acceptance, commits breach of any of the terms and conditions of the Contract/ Letter of Acceptance, the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @0.25% of the total Contract Price which is attributable to such part of the Goods / Items/Services, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

ANNEXURE-A

SPECIFICATIONS / REQUIREMENTS

SECURITY SERVICES

Sr. No.	DESCRIPTION (Minimum Specifications)	

1.	**General Requirements**	The successful bidder shall have to fulfil minimum requirement as mentioned below:
		• The security guards provided should be between the age of 25 and 55 years
		• The security guards provided should be medically fit
		• The security guards provided should fulfil following criteria:
		  ○ Height minimum 5 feet 8 inches
		  ○ As per BMI (body mass index) not overweight and able bodied
		  ○ Good character
		  ○ Education minimum primary passed for guards and matric for supervisors
		  ○ Relevant security experience for ex-army guards
		  ○ For non-army guards, Training Certificate and from All Pakistan Security Agencies Association
		  ○ Medical fitness certificate category "A"
		  ○ Security clearance from Special branch
		• A guard deployed at ITU premises should not be deployed anywhere else
		• 60 percent of the guards provided must be ex-army with pension book. 40 percent, non-army guards should have served in Rangers, FC, Police and deactivated Mujahid force.
		• Centrally controlled walkie talkie system should be provided to every guard and post with Base station.
		• The following equipment is to be provided by the Contractor initially and may be increased as per need basis:
		  ○ Walkie Talkies- 35 with equal number of chargers and 01 base station with long antenna.
		  ○ First Aid Kit with Boxes- 02
		  ○ Torches and whistles for every guard
		  ○ Metal detectors- 05
		  ○ Any other type of equipment relevant to security of the premises
		• Training must be inculcated to the deployed / to be deployed guards for operating firefighting equipment already installed at ITU premises
		• All guards will be interviewed by ITU management before deployment.
		• Each guard will be allowed one shift (Morning/Night) of 12 hours in a day
		• All the guards will perform the duties as instructed by ITU management.
		• Any guard terminated on discipline grounds by ITU will not be deployed again in ITU.
		• ITU management reserves the right to change the starting time of the shifts.
		• The ITU management reserves the right to terminate the contract if unsatisfactory services are provided for two consecutive months.
		• Security Company will provide the following documents in original for the first time for our perusal, and later original documents will be returned; only the photocopies of those documents will be kept for our record:

		a. Valid computerized ID Card b. Police and special branch's clearance certificate c. Discharge book, Pension book or service book whatever applicable to the individual (ITU management reserves the right to verify it) d. Proof of regular payments of EOBI and Social Security of every security guard where applicable. e. Security Company's indemnity policy certificate. f. Category "A" Medical Fitness certificate • Security Company will pay the salaries to all Security guards and supervisors before 10th of each calendar month, in any circumstances. • Security Company will pay salaries to their guards keeping in view the minimum wages ordered by the Government of Pakistan. • In case of accident, fire, theft or any untoward incident, a joint inquiry committee will be formed to assess the circumstances, causes, amount of loss and to fix the responsibility. In case of a deadlock, ITU management would be the decisive authority and their judgment would be considered final. • Invoice to be submitted as per actual attendance. • The contractor is responsible to ensure discipline and good turnout of all guards including Haircut, uniform, shave and weapon. • Guards can be deployed outside ITU on need basis. • The operation and maintenance of all the security equipment installed in ITU will be the responsibility of the contractor. • Relief of guards is the responsibility of the contractor. • The Contractor will also be responsible to conduct contingency drills on a daily basis to keep the guards vigilant and informed of the daily situation. • The weapons to be used will be specified by the ITU Management. • The purchaser reserves the right to increase or decrease the number of security guards.
2.	**Penalties**	• In case the security company provided any fake/forged or spurious document/information, they will be liable to two months' total salary and a warning. On 3rd warning, the contract will be considered null and void. • Any guard terminated on discipline grounds by ITU Management will not be deployed again in ITU. • Security Company will plan leave/rotation of security guards , and inform ITU management in advance regarding the leave and replacement of the security guards. Even in case of emergency leave, info Email will be required. Not doing the same the Security Company will be charged five (5) days salary penalty of respective guard which will be determined by the ITU management. • If a guard is found misbehaving with the ITU staff, other guards, or anyone else in the ITU premises, the guard will be terminated from duty immediately, and a warning will be issued to the contractor. Upon receiving 2nd warning for such offense, 5% of one month's bill will be deducted. The contractor will immediately provide a replacement for the terminated guard. • In case of replacement/change of a security guard, every new incoming individual will be in possession of his original above mentioned documents prior to commencement of his duty. In case of failure, company will be liable to penalty equivalent to 1 guard's Three (3) days' salary. • The ITU Management reserves the right to terminate the contract if

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<td>unsatisfactory services are provided for two consecutive months.

Three (3) days' salary will be deducted if a guard is found sleeping on the duty or found missing from his/her duty position without replacement or intimation to the ITU staff.
If a guard reports to duty fifteen (15) minutes late with respect to the start of the shift time without informing the ITU team, the guard will be marked absent for that day and the salary for that day will be deducted.
One-day salary will be deducted if a guard is found in violation of the dress code (Salary means the one month's amount paid to one security guard.
Three day's salary will be deducted if a guard is found with dirty/ rusty/ nonfunctional weapon and ammunition. Upon discovery of such weapons / ammunition, ITU will inform the security company, and the security company will be bound to clean / replace the weapon and ammunition maximum in (5) hrs. The security company will be liable to 5% deduction in that month's total invoiced amount if weapons /ammunition is not replaced within the time frame mentioned above.
Use of mobile phones on duty is not allowed, one-day salary will be deducted for non-compliance
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<td>Dress Code / Conduct for Security Guard</td>
<td>
The Contractor shall provide the Uniforms to their staff as per the climatic conditions.
The Security Supervisors / Guards should be wearing company-designed uniform during their shift hours.
Guards will be carrying weapon and ammunition during their duty hours.
All guards will carry their personal identification cards with them their duty hours.
In case of any emergency/happening, will report to concerned official at priority.
</td>
</tr>
<tr>
<td>4.</td>
<td>Checking of Ladies Employees /Guests</td>
<td>
The Contractor will provide Lady Guards to facilitate management to check the Material /Handbags being carried by Ladies while visiting the premises.
</td>
</tr>
<tr>
<td>5.</td>
<td>Manpower/ Security Guards</td>
<td><table>
<tr><td></td><td>Morning Shift (12hrs)</td><td>Night Shift (12hrs)</td><td>Total</td></tr>
<tr><td>*Male Guards</td><td>6</td><td>2</td><td>8</td></tr>
<tr><td>Female Guards</td><td>2</td><td>0</td><td>2</td></tr>
<tr><td colspan="3">Total</td><td>10</td></tr>
<tr><td colspan="4">* Four male guards with licensed Ames weapons i.e. 9mm Pistol, Shortgun 12 bore Repeater, 223 Riffle and 223 Riffle.</td></tr>
</table></td>
</tr>
</table>

FORMS & OTHER REQUIRED DOCUMENTS

TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To (Name and address of Client / Purchaser)

Dear Sir,

We, the undersigned, offer to provide the_(insert title of assignment)_ in accordance with your Request for Proposal/Tender Document No.__________dated _(insert date)_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide supply of _________related to the assignment.

Our Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in _______ of the Proposal Data Sheet.

We also confirm that the Government of Pakistan / Punjab has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

We remain,
Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

ANNEXURE-C

FINANCIAL PROPOSAL SUBMISSION FORM (PART OF FINANCIAL BID ENVELOPE)

[Location, Date]

To _(Name and address of Client / Purchaser)_

Dear Sir,

We, the undersigned, offer to provide the_(insert title of assignment)_ in accordance with your Request for Proposal/Tender Document No.__________dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of _(insert amount in words and figures)_. This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in _______ of the Proposal Data Sheet.

We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Signed

In the Capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

ANNEXURE-D

Price Schedule/ Financial Cost Sheet

Sr. No.	Resources	No. of Resources (Qty.)	Unit Rate (Incl. all Taxes) per month (Rs.)	Total Service Charges (Incl. all Taxes) per month (Rs.)
		(a)	(b)	c=(a×b)
1	Male Guards	08		
2	Female Guards	02		
Total Number of Resources		10	-	
Cost per Month				
Total Contract cost (cost per Month x 12)				**X**

Notes to Price Table:

- **i.** **X** will determine the total bid cost.
- **ii.** Prices must be quoted as per the format given in above table.
- **iii.** Price quoted shall be for an estimated volume of 10 resources. However, the purchaser reserves exclusive rights to utilize the resources in number less than or equal to or more than the estimated volume of 10 resources on the unit quoted rate.
- **iv.** Payment will be made on monthly and as per actual basis against the number of resources utilized.
- **v.** The price quoted must be included with all applicable Taxes/duties, Freight/Transportation, Contingencies and any other cost not mentioned here.
- **vi.** The Purchaser reserves exclusive rights to increase or decrease the quantity of items/services without any change in unit price and other terms and conditions.

Total Cost (in words) Rs. ________
Date ___________

Signature of authorized person
Name:
(Company Seal)

____

In the capacity of
Dully authority by

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.

ANNEXURE-E

Format for Covering Letter

To

(Name and address of Purchaser)

Sub: ____.

Dear Sir,

- **a)** Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per Price Schedule.
- **b)** We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- **c)** We agree to abide by this proposal for the period of ____ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- **d)** We agree to execute a contract in the form to be communicated by the _(insert name of the Purchaser)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- **e)** We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in biding.

____

Authorized Signatures with Official Seal

ANNEXURE-F

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

a) To be executed by an authorized representative of the bidder.

b) 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 and when it is so required the same should be under common seal affixed in accordance with the required procedure.

c) Also, wherever required, the Bidder 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 Bidder.

d) In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Format of Power-of-Attorney

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of ____________________ 20__

For ________________________________

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

UNDERTAKING

(On Legal Valid and Attested Stamp Paper)

It is certified that the information furnished herein and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the Terms & Conditions of Tender Document and are liable to any punitive action for furnishing false information / documents.

It is further certified that:

- i) the Bidder (Name of the Firm) is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.
- ii) the Bidder (Name of the Firm) shall comply to the Terms & Conditions mentioned in Tender Document, i.e. All terms & conditions and qualification requirements listed anywhere in this Tender Document have been satisfactorily vetted.
- iii) the Bidder (Name of the Firm) shall comply to Delivery/ Execution Schedule as per Tender Document.
- iv) the Bidder (Name of the Firm) shall comply to the specifications of all services to be procured mentioned vide Annex-A of this document.

Dated this _____ day of ___________________ 20__

Signature

(Company Seal)

____

In the capacity of

Duly authorized to sign bids for and on behalf of:

ANNEXURE-H

FORMAT OF PERFORMANCE SECURITY

Issuing Authority:
Date of Issuance:
Date of Expiry:
Claim Lodgment Date: (Must be one month later than the expiry date)

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods and render the Services against Tender Name. ______, Tender No.______

(hereinafter called "the Contract") for the Contract Value of PKR (in figures __________________) (in words ________________________________).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within twenty (20) days of the receipt of the Acceptance Letter (Letter of Acceptance) from the Purchaser, in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per this format, for a sum equivalent to Rs.__________________(5% of the contract value) valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures __________________) (in words

________________________________) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfil any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to __________________ or until expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, **whichever is later**.

Date this ______________day of 20______.

GUARANTOR

Signature ________________
CNIC # ________________
Name ________________
Designation ________________
Address ________________

CASH DEPOSIT SLIP

For Information Technology University Punjab

No.

Date: ____________

Deposited in:

Bank's Copy

The Bank of Punjab, ASTP Branch (0320) ASTP, Lahore. **A/C #** **6580045464600034**

Applicant Information:

Applicant's Name: ____________

Particulars / Tender Title: ____________

Tender # | LOT # | Other

Transaction Detail:

Amount In Figures: Rs. 1000/- In Words: Rupees One Thousand only

CASH DEPOSIT SLIP

For Information Technology University Punjab

No.

Date: ____________

Deposited in:

ITU Copy

The Bank of Punjab, ASTP Branch (0320) ASTP, Lahore. **A/C #** **6580045464600034**

Applicant Information:

Applicant's Name: ____________

Particulars / Tender Title: ____________

Tender # | LOT # | Other

Transaction Detail:

Amount In Figures: Rs. 1000/- In Words: Rupees One Thousand only

CASH DEPOSIT SLIP

For Information Technology University Punjab

No.

Date: ____________

Deposited in:

Customers's Copy

The Bank of Punjab, ASTP Branch (0320) ASTP, Lahore. **A/C #** **6580045464600034**

Applicant Information:

Applicant's Name: ____________

Particulars / Tender Title: ____________

Tender # | LOT # | Other

Transaction Detail:

Amount In Figures: Rs. 1000/- In Words: Rupees One Thousand only