

Punjab Tianjin University of Technology, Lahore



for SUPPLY OF STATIONARY ITEMS

Bid Reference No:	PTUT/PC/11/2021-22
Package Name:	FRAME WORK CONTRACT FOR SUPPLY OF SUPPLY OF STATIONARY ITEMS
Procurement Procedure & Method:	Single Stage Two Envelope
Bid Opening Venue:	Conference Room PTUT
Last date and time for obtaining of bid documents	28 Oct 2021, 10:00 am
Last date and time for submission of bid documents	28 Oct 2021, 11:00 am
Opening of Bid Documents	28 Oct 2021, 11:30 am

TENDER DOCUMENT

Procurement Notice

SUPPLY OF STATIONARY ITEMS FOR PUNJAB TIANJIN UNIVERSITY OF TECHNOLOGY, LAHORE.

The Punjab Tianjin University of Technology (PTUT), Lahore intends to hire a well reputed and well-equipped company for supply of stationary items for university for a period of one year (Extendable up to two more years on yearly basis) on item rate on frame work contract.

Interested firms may obtain The Bidding Documents from the office of Project Director (Building & Works), Punjab Tianjin University of Technology, Lahore before 10:00 AM, 28-10-2021 from 09am to 04pm (Monday to Friday) after depositing the Tender Fee of Rs. 1000/- (non-refundable) at BOP, Township (College Road) Branch, Lahore A/c No. 6580064981000010. The Bidding Document will be available on websites www.ptut.edu.pk and www.ppra.punjab.gov.pk

The sealed bids complete in all respect as detailed in bidding documents must reach in the office of the Director (Building & Works) on or before 28-10-2021 until 11:00 A.M. The proposal will be opened on the same day at 11:30 AM in the presence of the bidders or their representatives.

Project Director
Punjab Tianjin University of Technology, Lahore
Ph. 042-99332570
E-mail: Planninganddevelopmentptut@gmail.com

AFFIDAVIT (Stamp paper of Rs: 100/-)

We do hereby confirm that we have carefully read the requirements and instructions of this bidding document and all the terms and conditions of supply also do hereby confirm as follows:

1. That, M/s ____ shall abide by all the instructions/conditions of the bidding documents and in addition the other conditions and PTUT rules and regulations, all other special instructions given time to time and enforced PPRA Rules.
2. That, M/s ____ is not blacklisted by any by any Government/ Semi-Government Department/ Agency/ Autonomous Bodies in any part of Pakistan.
3. That the information given in the application form and bidding documents is correct. In case any of this information is proved incorrect, PTUT reserve, the right to reject the bid beside forfeiting the Bid Security and may initiate suitable legal action which may include blacklisting of the Bidder.

Name: _____

Signature: _____

Designation: _____

Instructions for the Bidders / TOR's

1. The Punjab Tianjin University of Technology (PTUT), Lahore invites sealed bids from Company/ Organization registered. Income Tax, NTN/Sales Tax/PSTN etc Registration Certificates must be provided and should have proven record of providing supply to large government / semi government and other organizations etc. (to be verified by the clients). Company/ Organization should attach valid copies of certificates issued by relevant departments. Bids must be submitted in a sealed envelope clearly marked " Supply of stationery items for The Punjab Tianjin University of Technology" Lahore" latest by 28-10-2021 on or before 11:00 AM in the office of Director (Building and works), Punjab Tianjin University of Technology, Lahore.
2. Bidding shall be conducted through Open Competitive Bidding **Single Stage Two Envelope** procedures specified in the PPRA rules 2014, and is open to all eligible bidders as defined in the bidding document.
3. The bidding procedure shall be Single Stage Two Envelopes as per Rule No. 38 (a) of PPRA Rules, 2014. The bidder shall seal the original Technical and Financial bid (separately sealed) into a single envelope. The Bidder shall seal the bid in envelopes, duly marking the envelopes as "Technical" & "Financial". And the single sealed envelope should be clearly marked "Tender for Hiring of Security Services for The Punjab Tianjin University of Technology" Lahore.
The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late". No bid may be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security
4. The bidders are requested to give their best and final prices as no negotiations are permissible as per PPRA Rules and regulations
5. Proposal submitted must contain company profile, detail of offices operating in Pakistan with addresses & telephone numbers, total no. of employees, number of years in the business, list of present /past clients, proof of company as legal entity. affidavit indicating that the company has never been blacklisted by any government/semi government or other organizations etc.
6. Price quoted shall remain valid for a period of 90 days from the closing date of bid submitted. However, bidders are encouraged to extend the validity of their bid. The rates quoted should be in Pak rupee (PKR) and inclusive of all applicable government taxes.
7. The Bid submitted must be accompanied by Bid Security 2% (Rs. 40,000/-) of the total estimated amount (Rs. 2,000,000/-) (Refundable) in shape of CDR/ Pay Order, Demand Draft from a Scheduled Bank in favor of Project Director (B&W), Punjab Tianjin University of Technology, Lahore. Bids

submitted without CDR / Pay Order, Demand Draft will not be considered and rejected straight away.

8. Bid Security of unsuccessful bidders shall be refunded on the finalization of the contract / tender.
9. The extension in contract will be the sole discretion of university subject to the satisfactory performance of the service provider that can be up to two more years (total three years) on yearly basis on mutually agreed increase in amount maximum up to 10%.
10. The bid should be properly page numbered along with Index, Separators should be used for differentiation of various documents.
11. Bidders are also required to state, in the name, title, contact number (landline, Mobile) and email address of the authorized representative through whom all communications shall be made until the process has been completed
12. The procuring agency will not be responsible for any costs or expenses incurred by bidders in connecting with the preparation or delivery of bids.
13. PTUT shall not pay any security deposit or advance payment. Company will be bound to start providing the requisite within 7 days after issuance of work order.
14. Company will be fully responsible in case of misconduct caused by the company personnel.
15. If two or more bidders quoted equal rate in bid, then the contract will be awarded to one gained higher experience in providing services to government, semi government and other departments.
16. Frame work contract will be made between PTUT Lahore and company on judicial paper of 0.25% of Contract value that will be provided by the successful bidder.
17. The bid of all bidders will be opened publicly at a time, date and venue specified in tender/advertisement) observing SOPs of COVID 19.
18. The lowest responsive/evaluated bid shall be accepted.
19. Violations like offensive behavior that involves scuffling etc. will lead to a penalty of up to 10% of the monthly bill. All fines and penalties will be deducted by PTUT from the monthly payments of the Company. In addition, penalties / actions would be initiated in case of unsatisfactory performances.
20. Company/Supplier shall be responsible for all the taxes/duties/transportation charges required to be paid under relevant law

21. University reserves the right to terminate the contract on one-month advance notice.
22. In case bidder desires to quote higher specification, the same should be provided in the respective column of the form of bid against the specific item. The Bidder should quote only one brand / model / make of each item.
23. In case items quoted by the bidder are of higher or better specification, his/ her bid will be treated responsive
24. Procuring agency can verify any or all documents/ information submitted by the bidder. In case of bogus documents and wrong information the same would not be considered for evaluation and the bid will be rejected.
25. After LOA the bidder may be asked to provide sample of each item free of charge for verification of quality and conformance to the specifications, before award of contract / purchase order.
26. The Committee may cancel LOA if the sample provided by the bidder is of low quality and not matched or not as per specifications given in the bidding documents.
27. Purchase / Supply order shall be issued only subject to the approval of such samples.
28. The procurement Committee shall have the right to inspect and / or test the goods to confirm their conformity with respect to specifications mentioned in the Purchase Order.
29. Should any inspected or tested goods fail to conform to the specifications the Committee shall reject them, and bidder shall replace the rejected goods at its own cost.
30. The company will be fully responsible to provide satisfactory services at PTUT.
31. Joint venture / consortium is not eligible for this tender.
32. Grievance (if any) against the tendering process shall be entertained up to 10 days after announcement of lowest bidder over PPRA. Any grievance received after this duration shall not stand valid/entertained

Mandatory Requirements-

Bidder must furnish following information:

1. NTN, PST (Provincial Sales Tax), Active Taxpayer (ATL) Certificates
2. Annual Audit Report / Financial Report must be attached.
3. Original CDR @ 2% of estimated bid value must be attached with the technical bid
4. Affidavit that the firm has not been blacklisted by any Government /Semi Government or other Organizations.
5. Bank account soundness certificate
6. Performance certificates by the major clients (minimum 3) where the company has been providing services along with their work order.
7. Undertaking on company letterhead that if any information / document found false / forged, shall be disqualified straightway at any stage by the Procuring Agency.

It is mandatory to fulfill above stated requirements for all bidders. Any bidder not fulfilling above criteria will be considered as non- responsive bidder and will not be taken into consideration for Technical and Financial Evaluation. However, the technically qualified bidder with lowest rates will be awarded the contract (subject to fulfillment of all required conditions of bidding document & PPRA Rules, 2014).

Rejection / Acceptance of the Tender

The Client shall have the right, at its exclusive discretion to reject any or all tender(s), cancel the Tendering process at any time prior to award of formal Contract, without assigning any reason or any obligation to inform the Bidder of the grounds for the Client's action, and without thereby incurring any liability to the Bidder and the decision of the Client shall be final.

The Tender shall be rejected if any of the following occurs:

- i. It is substantially non-responsive
- ii. Received without earnest money
- iii. Received after the time and date fixed for its receipt
- iv. Not signed by authorized person on each page of tender document
- v. The offer is ambiguous
- vi. The offer is received by fax or e-mail
- vii. Offer received with shorter validity than required
- viii. Any conditional offer
- ix. It is submitted in other than prescribed forms, documents / by other than specified mode; or it is incomplete, un-sealed, un-signed, partial, conditional, alternative, late; or It is subjected to interlineations / cuttings / corrections / erasures / overwriting.
- x. The Bidder submits more than one Tenders;
- xi. The Bidder refuses to accept the corrected Total Tender Price; or The Bidder has a conflict of interest with the Client;
- xii. The Bidder tries to influence the Tender evaluation / Contract award.
- xiii. The bidder engages in corrupt or fraudulent practices in competing for the Contract Award
- xiv. There is any discrepancy between issued bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid; or The Bidder submits any financial conditions as part of its bid which are not in conformity with the Tender Document
- xv. The Bidder fails to submit the required bid security
- xvi. The bidder intends to delay or mislead the tendering process by any means
- xvii. Bid Received without Copy of Tender fee deposit slip.

- xviii. The bid is from a bidder who is blacklisted, by any Government/ Semi-Government Department/ Autonomous Bodies in any part of Pakistan.
- xix. Offering partial scope of work/ incomplete bids.
- xx. The client has the right to forfeit the CDR in case the bidder is found guilty in above specified item.no x, xi, xii, xiii, and xvi.
- xxi. The bid security will be forfeited, in case of withdrawal of bid after opening of bids
- xxii. In case of non-acceptance/non-responsiveness of bidder after issuance of work order, three letters with an interval of 7 days will be written to the bidder to become responsive and in case of failure the CDR of bidder will be forfeited and necessary action will be taken as per law, additionally second lowest bidder can be contacted if approved by the procurement committee to proceed in tendering process.
- xxiii. In case of non-responsiveness of bidder after signing of agreement, three letters with an interval of 7 days will be written to the bidder to become responsive and in case of failure the contract will be terminated including forfeit of CDR.

BIDDING FORMS

BID SUBMISSION FORM

Date: _____
No: _____

To [Client Address]

Having examined the bidding documents including, the receipt of which is hereby duly acknowledged, we, the undersigned, offer for, "supply of Stationery Items for The Punjab Tianjin University of Technology" in conformity with the said bidding documents.

We undertake, if our Bid is accepted, to deliver the services in accordance with the deliver schedule specified.

We agree to abide by this Bid for a period up to 90 days fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this _____ day of _____ 2021.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of Company

Technical Evaluation Criteria

TECHNICAL EVALUATION CRITERIA FOR HIRING SECURITY SERVICES

Sr #	Technical Criteria	Maximum Marks
1.	No. of clients (5 Mark per client)	20
2.	Work Order of similar or higher value (5 marks for each work order)	20
3.	Age of Company (5 Marks per year)	20
4.	Income Tax return for last 2 years (5 marks each years)	10
5.	Offices held in Pakistan in various cities, Attach List (5 Marks per office across Pakistan)	20
6.	Bank Financial statement and bank financial soundness letter (5 marks each years)	10
	Total Marks	100

60 Marks are compulsory to be technically qualified. All bids will be evaluated on basis of above given evaluation criteria and the bidders who do not obtain 60 marks as per above mentioned evaluation criteria will be considered as technically non-responsive bidders and will not be taken into consideration for Financial Evaluation. However technically qualified bidders (Responsive to Evaluation Criteria) will be considered as responsive bidder, and among technically responsive and qualified bidders, the bidder with lowest rates will be awarded the contract (subject to fulfillment of all required conditions of bidding document & PPRA Rules, 2014).

Price Schedule / Financial Bid Form

Sr No.	Description	Unit	Quantity	Unit Price	Total Amount
1.	Ball Pen Piano Point/Dollar or Equivalent 0.8 mm, Blue Color, Rubber Grip	No	300		
2.	Ball Pen Piano Point/Dollar or Equivalent 0.8 mm, Black Color, Rubber Grip	No	300		
3.	Ball Pen Piano Point/Dollar or Equivalent 0.8 mm, Red Color, Rubber Grip	No	50		
4.	Ball Pen Uniball Signo or Equivalent Red, 0.7mm	No	100		
5.	Ball Pen Uniball Signo or Equivalent Blue, 0.7mm	No	200		
6.	Ball Pen Uniball Signo/M&G or Equivalent Black, 0.7mm	No	200		
7.	Ball Pen Uniball Signo/M&G or Equivalent Green, 0.7mm	No	100		
8.	Ball Pen Dollar Pointer/Mercury or equivalent Blue, 0.3mm	No	200		
9.	Ball Pen Dollar Pointer/Mercury or equivalent Black, 0.3mm	No	200		
10.	Ball Pen Uniball Eye or equivalent Blue, 0.5mm, Roller Pen	No	150		
11.	Ball Pen Uniball Eye or equivalent Black, 0.5mm, Roller Pen	No	150		
12.	Gel pen 0.7 mm, black color	No	200		
13.	Gel pen 0.7 mm, blue color	No	200		
14.	Gel pen 0.7 mm, green color	No	200		
15.	Gel pen 0.7 mm, red color	No	100		
16.	Binding Tape Sign/Quality/Sensa or Equivalent 2" , 10 yards	No	100		
17.	Binding Tape Sign/Quality/Sensa or Equivalent 3.0" , 10 yards	No	100		
18.	Battery Cell Toshiba/Maxell or Equivalent AA, 1.5 V, Genuine	No	300		
19.	Battery Cell Toshiba/Maxell or Equivalent AAA, 1.5 V, Genuine	No	300		
20.	Box File with Clip Shakir/Comet/Fast or equivalent Imported Box file with imported clip	No	500		
21.	Binding Sheet Diamond or equivalent A4, Transparent, 500 sheets/pkt.	No	5		

22.	Binding Sheet Diamond or equivalent Legal, Transparent, 500 sheets/pkt.	No	5		
23.	Binding Strip Diamond or equivalent 10 strips/pkt.	No	200		
24.	Drafting Pad Alfa/Lucky/Line/Makkah or equivalent A4, 50 Pages each, 70grams/page Or higher	No	100		
25.	DVD-R Maxell/Sony or equivalent 4.7 GB	No	100		
26.	Gumstick UHU/Dollar/3M or Equivalent Medium, 21g	No	200		
27.	Gum Bottles Small	No	50		
28.	Highlighter Dollar/Pelikan/Fuji or Equivalent Yellow Color, 1-4.5mm	No	150		
29.	Highlighter Dollar/Pelikan/Fuji or Equivalent Green Color, 1-4.5mm	No	150		
30.	Highlighter Dollar/Pelikan/Fuji or Equivalent Red Color, 1-4.5mm	No	150		
31.	Highlighter Dollar/Pelikan/Fuji or Equivalent Orange Color, 1-4.5mm	No	150		
32.	Lead Pencil Goldfish/ORO or Equivalent 2 1/2 HB, 12 each pkt.	No	300		
33.	Masking Tape 2" , 15 yards	No	100		
34.	Marker Dollar/Piano or equivalent Black, 2mm, permanent	No	100		
35.	Marker Dollar/Piano or equivalent Blue, 2mm, permanent	No	100		
36.	Plastic Folder A4, transparent sheet	No	400		
37.	Paper Clip Three Flowers or equivalent U-shaped	No	1000		
38.	Punch Machine Opal KDP.20 or equivalent Medium, 2-hole	No	15		
39.	Register (For Letter Received) Hajvery/Kohinoor or equivalent 250 pages, 88grams/page or higher	No	50		
40.	Register (For Letter Dispatch) Hajvery/Kohinoor or equivalent 250 pages, 88 grams/page or higher	No	50		
41.	Register (Stock) Hajvery/Kohinoor or equivalent 250 pages, 88grams.page or higher	No	40		
42.	Stamp Pad Crystal/Dollar/Lancer or Equivalent Blue, medium	No	50		
43.	Stapler Dux/Maped/Opal or Equivalent Medium	No	25		

44.	Heavy Duty Stapler Dux/Maped/Opal or Equivalent for maximum stapler pin size 23/27	No	5		
45.	Stapler Pin box Dollar/Dux or equivalent no. 24/17	No	25		
46.	Stapler Dux/Maped/Opal or Equivalent Small	No	15		
47.	Stapler Pin Remover Kw-triO/dux or Equivalent Small	No	25		
48.	Stapler Pin box Dollar/Dux or equivalent no. 24/6	No	100		
49.	Stapler Pin Dollar/Dux or equivalent no. 10	No	100		
50.	Stamp Pad Ink Lion/Dollar/crystal or Equivalent Medium, blue	No	60		
51.	Separator Comit/Sworld or equivalent A4, different colors (10 each pkt.) Fine Quality Plastic	No	100		
52.	Eraser Dux/Oro/Pelikan or Equivalent Pelikan, AL30	No	200		
53.	Ruler Swordfish/Deli or Equivalent Stainless Steel, 1 Foot	No	40		
54.	Paper Cutter Fine Quality Medium	No	50		
55.	Stapler Universal/Max or Equivalent Medium	No	20		
56.	Sticky Notepad Pronoti or equivalent 3"x3", 100 sheets/pad	No	100		
57.	Flag for File Pronoti or equivalent Transparent Neon colors	No	1000		
58.	Correction Pen Dux/Oro/Bic or Equivalent white Fluid	No	100		
59.	Sharpener Dux/Maped or equivalent Silver	No	50		
60.	D-ring File Ghauri or equivalent Plastic, Sky blue	No	100		
61.	Thumb Pin Deli/Syloon or Equivalent different colors	No	500		
62.	Scotch Tape 3M/Scotch or equivalent Transparent, 2.0"	No	40		
63.	Calculator Casio/sharp or equivalent Electronic, 2-power, 14 Digits, 100 step Check	No	10		
64.	Battery Cell Energizer or equivalent 9 V	No	100		
65.	Paper Ream HP, AAA, BLC or equivalent Legal, 80 grams, 500 pages/ream, imported	No	50		

66.	Paper Ream HP, AAA, BLC or equivalent A4, 80 grams,500 pages/ream, imported	No	800		
67.	Paper Ream HP, AAA, BLC or equivalent A3, 80 grams,500 pages/ream, imported	No	25		
68.	Card File CLIP A4, printed office name & logo, 9.5" x 14" (specimen attached at Annex-A)	No	500		
69.	Card File CLIP Legal, printed office name & logo 11" x 15.5" (specimen attached at Annex-B)	No	300		
70.	Card File Noting Legal, printed office name & logo 11" x 15.5" (specimen attached at Annex-C)	No	100		
71.	Envelop A4, 120 grams, Brown, printed office name, address & logo, 10" x 11.10"	No	1500		
72.	Envelop Legal, 120 grams, Brown, printed office name, address & logo, 11.4" x 15.0"	No	500		
73.	Envelop Letter, 120 grams, Brown, Printed office name, address and logo	No	500		
74.	Envelop A3, 120 grams, Brown, Printed office name, address and logo	No	1000		
75.	Accession Register	No	20		
76.	Scissors medium 6 in	No	8		
77.	Removable Board Marker Dollar/Piano or equivalent Blue	No	200		
78.	Removable Board Marker Dollar/Piano or equivalent Black	No	200		
79.	Removable Board Marker Dollar/Piano or equivalent Green	No	100		
80.	Removable Board Marker Dollar/Piano or equivalent Red	No	100		
81.	White Board Eraser	No	40		
82.	Board Marker ink (Black, Blue, Green and Red)	No	200		
83.	Note pad diary cover, Green cover having Printed office name, address and logo	No	100		
84.	Office File Flapper	No	200		
85.	File Tag Metal ended	No	400		
86.	Single Hole Puncher	No	40		
87.	Answer Sheets having Printed Serial Number 25001 to 45000, Student Name, Roll Number, Paper Subject, Session, Date, University name and logo	No	20000		

88.	Pencil Rack	No	25		
<u>Sub Total</u>					<u>A</u>
<u>GST</u>					<u>B</u>
<u>GRAND TOTAL</u>					<u>X=A+B</u>

Grand Total in figures (Inclusive of all types of applicable Taxes)

NOTE: Please read carefully before filling of above-mentioned columns.

- Any fresh tax / charges imposed or exempted (both conditions) by any federal / provincial governments, will be adjusted / accepted by both the parties as per rules / laws.
- Missing or Incomplete filling of all the subject columns of this Financial Proposal will not be considered and should result in disqualification.
- The quantity of items can be increased / decreased and the cost of increase / decrease will be adjusted accordingly.
- Financial Proposal evaluation will be conducted under the Punjab Procurement Rules. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal
- Prices quoted by the bidder shall remain fixed and valid until completion of the Contract performance and will not be subject to variation on account of escalation
- Unit Price will govern for arithmetic check and corresponding Grand Total "X" after arithmetic check will determine lowest bidder.
- If there is discrepancy between words and figures the small amount will prevail
- Quantity and time of supply will be informed by the University and company will abide by the instructions
- Payment will made on actual consumption and corresponding bill amount on monthly basis.
- If there is discrepancy between words and figures the small amount will prevail.

(Seal & Signature of Company)

GENERAL PARTICULARS OF APPLYING FIRM

Firms' Information	
Name of Firm/Company	
License Number	
Complete Postal Address	
Phone	
Contact Person/ Designation	
Mobile Number	
E-Mail	
Fax Number	
Type of Organization	
Place of Incorporation/ Registration	
Year of Incorporation /Registration	
Validity	
National Tax Number	

General Terms and Conditions

1. Inspection of Items

The procuring agency may reject the delivered items which fail to conform to the technical specification, in any tests or inspection and the contractor shall replace the rejected goods/ items within three working days, free of cost.

2. Currency:

Firm and final rates should be in Pak Rupees.

3. Delivery

The contractor is responsible for delivery as per procurement order. In case of poor response/ coordination from the field formations regarding delivery, (if applicable), the contractor is required to inform to Project Director (B&W) office of Punjab Tianjin University, Lahore in writing for the solution of the same

4. Arbitration

In case arising of any dispute between the procuring agency and the contractor after the procurement contract, the dispute should be resolved through the representators of both parties otherwise the decision of Vice Chancellor will prevail over the version of both parties.

5. Blacklisting

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

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

Blacklisting mechanism will be followed as per Punjab Procurement Rules 2014.

6. Miscellaneous

Any point which is not mentioned in the term and conditions contained in the bidding documents. shall be decided in the light of the provisions laid down in PPRA rule 2014

7. Termination for Default:

The Procurement Committee without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part if:

1. The bidder fails to provide services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity.
2. The successful bidder fails to deliver stationary items as per specifications mentioned in the bid.
3. The successful bidder fails to perform any other obligation(s) under the Contract.
4. The bidder, in the judgment of the Procurement Committee has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

8. Force Majeure:

Majeure means an act of nature or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with enough and valid evidence of such condition and the cause thereof. The Grievances Committee shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

9. Termination for Insolvency:

The Procuring Agency may at any time terminate the Contract by giving written notice of 30 days' time to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Supplier, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties