

# Punjab Tianjin University of Technology, Lahore



## Bidding Documents for Hiring of Security Services

<b>Bid Reference No:</b>	<b>PTUT/PC/13/2022-23</b>
<b>Package Name:</b>	<b>Hiring of Security Services</b>
<b>Procurement Procedure &amp; Method:</b>	<b>Single Stage Two Envelope</b>
<b>Bid Opening Venue:</b>	<b>Conference Room PTUT</b>
<b>Last date and time for obtaining of bid documents</b>	<b>05 January 2023, 10:00 am</b>
<b>Last date and time for submission of bid documents</b>	<b>05 January 2023, 11:00 am</b>
<b>Opening of Bid Documents</b>	<b>05 January 2023, 11:30 am</b>

# **TENDER NOTICE FOR HIRING OF SECURITY SERVICES**

## **Tender Notice No. PTUT/PC/13/2022-23**

Punjab Tianjin University of Technology, Lahore invites sealed bids from reputed Security Companies having license from Government Authorities (Interior Division/Home Department etc.) and registered with Income Tax and Sale Tax Department for provision of round the clock Security Services for its Main Township Campus and Raiwind Campus.

1. The bidding process will be conducted under “Single Stage Two Envelope Method”. Bidding document containing detailed terms & conditions can be obtained on the same day of uploading tender on PPRA Punjab website from the office of Project Director (**Monday to Friday from 09.00 a.m. to 03.30 p.m.**) on provision of deposited receipt of Rs. 3000/- (non-refundable) to be deposited in University Bank of Punjab Account No **6580064981000010**. Bidding document can also be downloaded from PTUT web site [www.ptut.edu.pk](http://www.ptut.edu.pk) and PPRA at [www.ppra.org.pk](http://www.ppra.org.pk). In case the bidding document is downloaded from websites, the required cost of bidding document shall be paid in above mentioned account at the time of submission of bids.
2. The Bid Security/Earnest Money **Rs. 240,000/-** of the estimated amount in the shape of call deposit receipt in the name of Punjab Tianjin University of Technology Lahore is required to be submitted along with Tender; otherwise, the offer shall be rejected being non-responsive.
3. The Last date for submission of tenders is **05.01.2023 at 11.00 a.m.** The Tender will be opened on same day at **11.30 a.m.** in the Conference Room by the Procurement Committee in the presence of the bidders or their authorized agents who may wish to attend. For any further information, feel free to contact on WhatsApp No. 0322-7030003 during office hours.

**REGISTRAR**

**PUNJAB TIANJIN UNIVERSITY OF TECHNOLOGY, LAHORE**

**Block1, Sector C2, Township, Lahore**

**Ph. 042-99330080**

**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 security service and 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 Govt. Department/Authority in 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 with home Department/ Interior Division. Income Tax, NTN/Sales Tax/PSTN etc. Registration Certificates must be provided and should have proven record of providing security services 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 "Tender for Hiring of Security Services for The Punjab Tianjin University of Technology" Lahore" latest by 05-01-2023 on or before 11:00 A.M. in the office of Project Director, Punjab Tianjin University of Technology, Lahore.
2. Bidding shall be conducted through Open Competitive Bidding **Single Stage Two Envelope** procedures specified in the Rule 38-2 (a) of 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. 240,000/-) (Refundable) in shape of CDR/ Pay Order, Demand Draft from a Scheduled Bank in favor of 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 whereas the successful bidder shall submit performance guarantee @10 % of the contract value in the form of Call Deposit (CDR) in favor of Punjab Tianjin University of Technology, Lahore.
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 two years) on yearly basis.
10. PTUT shall not pay any security deposit or advance payment against hiring the security services. Company will be bound to arrange the security guards within 10 days after issuance of work order or any extended period if allows by the university.
11. The Security Companies shall provide security cover on 08 hours shift basis on all weekdays. In case of guard's absence, the company would be bound to provide immediate replacement from reserved staff.
12. Provision of benefits such as group insurance, registration with EOBI and social security etc. would be the sole responsibility of Security Company. Moreover, company will provide latest status of EOBI/GI to the University on demand.
13. In case of an emergency the security company must have adequate available resources and bound to provide back up on demand at desired location(s).
14. Background/ personal verifications of the security guards/supervisors etc. who are assigned to provide security services under the agreement to PTUT through relevant Security Agencies/ Departments are mandatory and is the sole responsibility of the security company.
15. The Security Company shall deploy guards (25% ex-armed personnel and 75% Civilian) (Age Limit 20-55 years) and security supervisors (retired from at least equivalent to the rank of Subedar less than 58 years age) who are physically & medically fit, have adequate training of guarding services and such trainings are refreshed at regular interval.
16. Details of weapons in use and their licenses are to be provided.
17. Any other scientific solution for enhancing security measures would be considered as an edge.
18. That University Security Officer/Assistant Security Officer/ Caretaker or any other authorized officer will make periodic checks of guards deployed at various locations to ensure quality service at all times and no objection. The guards shall work/ function under the directions/ instructions of PTUT Security Officer/Assistant Security Officer/ Caretaker/ Authorized Officer.
19. Company will be fully responsible in case of misconduct caused by the security personnel.
20. Reliever and replacement plane will be managed by the designated firm.

21. If two or more bidders quoted equal rate in bid, then the contract will be awarded to one gained higher marks in technical bid evaluation.
22. The Security Company will be responsible to get each guard medically examined by a registered medical practitioner. The company shall also ensure that character certificates of each guard have been verified.
23. During the contract, the security company will provide Security Services as per terms and conditions of the tender document/ agreement.
24. An agreement will be made between PTUT Lahore and service provider on judicial paper of 0.25% of Contract value that will be provided by the successful bidder.
25. The bid of all bidders will be opened publicly at a time, date and venue specified in tender/advertisement).
26. The lowest responsive/evaluated bid shall be accepted.
27. The employees of Security Company shall on no account indulge in UNIONISM.
28. When circumstances warrant, PTUT may refuse to accept services from any employees of Company whose work has been found unsatisfactory or not in accordance with the requirements of this agreement. In addition, penalties / actions would be initiated in case of unsatisfactory performances.
29. 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.
30. Company shall be responsible for all the taxes required to be paid under relevant law.
31. University reserves the right to terminate the contract on one-month advance notice.
32. The Security Agency will be fully responsible to provide satisfactory services at PTUT.
33. The security guard/ supervisor must be energetic, smart, literate and healthy/ex-serviceman with complete uniform (as approved by university), fully conversant with the security performance and should be deployed at PTUT. Bulky, overweight guards will not be accepted.
34. Joint venture/ consortium is not eligible for this tender.
35. The Security Guards holding Rifle 222 Caliber (Foreign made) or POF with 6-8 Magazine 60-80 Extra Rounds on top of the roof and the guards deputed on Camp Area/ Entry Gate holding 12 bore Pump Action (with minimum 18" barrel with minimum five shot capacity) of foreign made only and the security guard deputed on OP posts holding 308 semi-automatic made by POF (any

foreign made bolt or semi- automatic rifles with telescope 1.5-9 x magnification) as per details given below: -

<b>Campus/ Location</b>	<b>Particulars</b>	<b>Number</b>
PTUT Main Campus, Near Green Town Police Station, Lahore PTUT, Raiwind Campus, Raiwind Road Lahore	Security Supervisor	02
	Security Guards with Weapons (Day & Night Shift)	28
	Ladies Security Guards	02
<b>Total</b>		<b>32</b>

**Note: Besides above-mentioned numbers, security supervisor/ security guards may be increased or decreased in numbers as per requirement. The Security Companies shall provide security cover on shift basis on all weekdays.**

36. Daily attendance will be marked in the register at the point as well as daily at daily register. Daily attendance sheet shall be verified by Supervisor and PTUT Security In-charge.
37. Shifts can be managed as per directions from PTUT.
38. The deployed security guards shall possess the following;
  - a. CNIC
  - b. Company ID Card
  - c. Authority Letter for Carrying weapon
  - d. Weapon license (if required)
  - e. Weapon/ hand held detector
  - f. Whistle & Torch
  - g. Walkie Talkie [Wireless Communication]
39. The security company will ensure that each guard on duty has received and understood written instruction for basic duties and is fully equipped to discharge his duties.
40. The Armed Guards will be called "Standing Security Guards" and will remain alert, patrolling and vigilant throughout their duty hours, and any mishap will be the responsibility of the Security Agency under all circumstances subject to the completion of all legal proceedings as required by law.
41. Similarly, the company shall provide character certificates of each guard with verified antecedents.
42. The total contract period is for one year extendable up to two (02) more years on yearly basis (total of two years) on satisfactory performance.
43. The company will be responsible to introduce a guard to the in-charge PTUT security office Lahore before deployment as a substitute.

44. The Security guards can be deployed at Township and Raiwind Campus.
45. The contractor shall provide 02 passport size photographs and copy of CNIC, duly attested by the in-charge of the concerned security firm, of all deputed security guards for Client record. Moreover, shall provide active EOBI cards and relevant record.
46. The service Provider shall provide the list of reserve staff out of which replacement of removed/ absence/ left guards would be made done.
47. 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.
48. 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.
49. Any offer not received as per terms & conditions of the tender enquiry is liable to be ignored.



## **Mandatory Requirements**

All bidders are required to provide following verifiable mandatory documents. Bids without these mandatory documents may not be entertained and will be rejected straightaway.

- 1) Valid/active license to operate in the province of Punjab. NOC issued by the Govt. of Punjab Home Department should be attached (updated). Under renewal or in process licenses will not be accepted. Performance report of previous year submitted with Govt. of Punjab Home Department be provided on the basis of which license is renewed.
- 2) All Pakistan Security Agencies Association (APSAA) Membership Certificate for the current year.
- 3) List of major Clients (private or public) with their location and date of operation. Performance/experience certificates by the major clients (Government & private) where the security company has been providing or provided security services for the last two years. Major Clients are the Clients where the Company has deputed at least more than 25-Nos Guards at a time. Location of Major Clients where the company has served should be mentioned.
- 4) Security Company must provide/attach detail/list duly signed and stamp of at least 100-Nos computerized Arms/Weapons license issued in the name of company rather individual with up to date renewal.
- 5) Copy of active Sales Tax & National Tax Number (NTN) / PRA certificates must be attached.
- 6) Affidavit that the firm has not been blacklisted by any Government / Semi Government or other organizations.
- 7) Proof of financial soundness from a scheduled bank accompanied with bank statement for the last one year.
- 8) List of reserved guards.
- 9) List of weapons and ammunitions held with company along with list of spare parts available with the company for carrying out maintenance of these weapons. Lists duly signed and stamp must be provided.
- 10) List of training /guarding sessions held by the Security Company with available weapons may be provided for the last two years.
- 11) Valid registration Certificate issued by the Security and Exchange Commission of Pakistan (SECP) must be attached.
- 12) Proof that the company has established/registered for at least Ten (10) years for such services with proven experience in conducting/carrying out the similar services.
- 13) Audited Financial Statements of last five (05) year must be attached.
- 14) A certificate be provided that company will conduct the mock exercise for their guards after every six months. Previous mock exercises of guards will give preference.
- 15) The Security Company must attach valid license issued by PTA for wireless communication.

**NOTE:** - Verifiable proof of above is mandatory. Non submission will cause disqualification of the bidder for any further process.

## **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 original bid security attached with technical bid
- 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. The offer is from a black listed firm
- viii. Offer received with shorter validity than required
- ix. The offer is not conforming to requirements indicated in the tender documents
- x. Any conditional offer
- xi. 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, and late; or It is subjected to interlineations / cuttings / corrections / erasures / overwriting.
- xii. The Bidder submits more than one Tenders;
- xiii. The Bidder refuses to accept the corrected Total Tender Price; or The Bidder has a conflict of interest with the Client;
- xiv. The Bidder tries to influence the Tender evaluation / Contract award.
- xv. The bidder engages in corrupt or fraudulent practices in competing for the Contract Award.
- xvi. There is any discrepancy found any time 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.
- xvii. The Bidder fails to submit the required bid security.
- xviii. The bidder intends to delay or mislead the tendering process by any means.
- xix. Bid Received without Copy of Tender fee deposit slip.

- xx. The bid is from a bidder who is blacklisted, by any Government/ Semi-Government Department/ Autonomous Bodies in any part of Pakistan.
- xxi. Offering partial scope of work/ incomplete bids.
- xxii. 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.
- xxiii. The bid security will be forfeited, in case of withdrawal of bid after opening of bids
- xxiv. 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.
- xxv. 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.
- xxvi. The bidder shall clearly mention all information precisely regarding bid validity, delivery schedule and the schedule of technical data / literature. Any incomplete information as required shall render the offer for rejection.

**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, hiring of security guard services 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.

If our Bid is accepted, we will obtain the guarantee of a Bank/CDR or any other form acceptable to the client in a sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Client.

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 \_\_\_\_\_ 2022.

\_\_\_\_\_  
[signature]

\_\_\_\_\_  
[in the capacity of]

Duly authorized to sign Bid for and on behalf of

Technical Proposal Submission Form on the letter head of the firm  
**(Part of Technical Bid Envelope)**

[Location, Date]

To

Project Director B&W,  
PTUT Lahore.

Dear Sir,

We, the undersigned, offer to provide the \_\_\_\_\_ in accordance with your Request for proposal / bidding document.

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.

Authorized Signature

Name and Designation of Signatory

Name of Firm and Address

## Technical Evaluation Criteria

### TECHNICAL EVALUATION CRITERIA FOR HIRING SECURITY SERVICES

Sr. No.	Technical Criteria	Maximum Marks
1.	No. of Major clients (01 Mark per client)	10
2.	Number of Ex-army /police personals Employees on Company Payroll, Attach List No. of employees greater than 100 = 20 marks 51 to 99 = 15 marks Less than 50 =10 marks	20
3.	Work Order of similar or higher value and Performance Certificate (04 marks for each work order)	20
4.	Age of Company (01 Marks per year)	10
5.	List of training /guarding sessions held by the Security Company with available weapons may be provided for the last two years	10
6.	Offices held in Pakistan in various cities, Attach List (02 Marks per office across Pakistan)	10
7.	Bank Financial statement and bank financial soundness letter (05 marks each years)	10
8.	List of Weapons/ Gadgets/ Wireless Communication	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 amended till date).

**Financial Proposal Submission Form on the letter head of the firm**  
**(Part of Financial Bid Envelope)**

[Location, Date]

To

Project Director B&W,  
PTUT Lahore.

Dear Sir,

We, the undersigned, offer to provide the \_\_\_\_\_ in accordance with your request for proposal / bidding documents and our attached Financial Proposal is for the sum of (insert amount in words and figures).

Our financial proposal shall be binding upon us up to expiration of the validity period of the Proposal.

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.

Authorized Signature

Name and Designation of Signatory

Name of Firm and Address

**Price Schedule / Financial Bid Form for Security Services**

Sr No.	Staff Description	Quantity	Unit Rate / day Excluding taxes	Total Amount Excluding Taxes (One year)	Total Amount (Inclusive of all types of applicable Taxes)
1.	Security Supervisor	02			
2.	Security Guards with Weapons (Day & Night Shift)	28			
3.	Ladies Security Guard	02			
<b>Sub Total</b>					<b>A</b>
<b>Applicable Taxes</b>					<b>B</b>
<b>GRAND TOTAL</b>					<b>X=A+B</b>
<b>Grand Total in figures (Inclusive of all types of applicable Taxes)</b>					
<b>Grand Total in Words (Inclusive of all types of applicable Taxes) :</b>					

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

- Minimum rates of wages notification copy must be attached herewith for proving their rates.
- Missing or Incomplete filling of all the subject columns of this Financial Proposal will not be considered and should result in disqualification.
- The number of guards can be increased / decreased and the cost of increase/ decrease will be adjusted accordingly.
- 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
- 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
- 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
- Prices must be quoted for all items.
- All items must be quoted for successful quote. Partial quotes are not acceptable and will be rejected.

\_\_\_\_\_  
(Seal & Signature of Security Company)



## GENERAL PARTICULARS OF APPLYING FIRM

<b>Firms' Information</b>	
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. Currency:**

Firm and final rates should be in Pak Rupees.

**2. 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 representatives of both parties otherwise the decision of Vice Chancellor will prevail over the version of both parties.

**3. 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 amended till date.

**4. 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 amended till date.

**5. 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.

**6. 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.

**7. 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.

**8. Acceptance of tender**

As per provisions of Rule (55) of Punjab Procurement Rules, 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 PPRA Rules) and prior to the expiry of the original validity period or extended validity period of the Tender. The successful Bidder must submit performance guarantee @ 10% of the final contract amount within 10 days after the issuance of LOA/ LOI. After receipt of performance guarantee from the bidder, Procurement Order will be issued. Bid Security of successful bidder will be released on receipt of performance guarantee. The Performance guarantee will be released after completion of all supplies, installation, and commission, training, and performance period as per contract agreement.