

POWER INFORMATION TECHNOLOGY COMPANY (PITC)



TENDER DOCUMENT NO: PITC/G-224(26)/11-2018

CONTRACT
FOR
JANITORIAL SERVICES FOR PITC OFFICE AT AIWAN-
E-IQBAL COMPLEX, LAHORE

Note: Bidders are expected to examine Bidding Document carefully, including all instructions, forms, terms, specifications etc. Failure to furnish all information required in the Bidding document or submission of a Bid not substantially responsive to Bidding Document in every respect would result in the rejection of the Bid.

Chief Executive Officer
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SECTION A: INVITATION FOR BIDS

1. Invitation to Bid

PITC, invites sealed bids from eligible bidders registered with Income Tax and Sales Tax Departments for the contracts of Janitorial Services for its office at building # 3, Lower Ground, Aiwan-e-Iqbal Edgerton Road, Lahore.

1.1 PPRA Rules

This tender for rate contract will be processed strictly under public procurement rules, 2004. These may be obtained from <http://ppra.org.pk/doc.rules.pdf>. In this document, unless otherwise mentioned to the contrary, 'Rule' means Rule under the procurement rules, 2004.

1.2 Mode of Advertisement(s)

As per Rule 12(1) and 12(2), this Tender is being placed in national newspapers with wide circulation and online at PPRA's <http://www.ppra.org.pk> and PITC's official websites <http://www.pitc.com.pk>.

1.3 Type of Open Competitive Bidding

As per rule 36(a), Single Stage - One Envelop Bidding procedure shall be followed.

1.4 Bidding Document

The bidding document containing detailed terms and conditions, method of procurement, procedure for submission of bids, bid security, bid validity, opening of bid, evaluation criteria, clarification/rejection of bids, performance guarantee etc. can be downloaded from the PITC official website <http://www.pitc.com.pk>.

1.5 Bidding Process Schedule

Brief schedule of bidding process is as under:

Sr.	Summary	Description
1.	Recipient	CEO PITC
2.	Venue	PITC Conference Room, 406 WAPDA House Lahore
3.	Pre-Bid Conference Date and Time	30-11-2018, 11:00 A.M
3.	Closing Date & Time of Bids (Technical & Financial)	10-12-2018, 11:00 A.M
4.	Technical Bids shall be opened in the presence of bidder or authorized representatives	10-12-2018, 11:30 A.M
5.	Bid Money	2% of the total value of quoted cost (Please enclose bid money with financial bid envelope)
7.	Type of Tender	Single Stage One Envelope
8.	Cost of Tender Document	Rs. 1,000/-

SECTION B: INSTRUCTIONS TO BIDDERS

2. General Instructions to Bidders

2.1 Scope of Bid

The scope of Bid shall broadly be as follows, but not be limited to:

DAILY EXCEPT SUNDAYS AND GAZETTE HOLIDAYS

- i) Mop swab and clean all un-carpeted floors, hallways, stair landings, stairways and sheds and make them look clean at all times.
- ii) Clean and vacuum clean all carpets and rugs (Two times a week).
- iii) Clean the entire area where available as specified.
- iv) Cleaning the office compound, parking areas, AC plant rooms.
- v) Cleaning and washing thoroughly all toilets commodes, urinals, washbasins with a branded material using scouring powder a as Vim, toilet cleaner, acid etc. (all cost being on contractors account) and make the toilets look clean and dry at all the times Air- Freshener (Roomi Tikki) checking and replacement in toilets.
- vi) Empty all waste receptacles and dispose of garbage and waste of sewerage, pipes/ gutters at an approved LMC Points.
- vii) Cleaning of all glass windowpanes, partition glasses, and waste paper baskets.

AS REQUIRED

- i) Fumigation (Six Monthly)
- ii) Wax and buff all mosaic marbled / chips floors using approved methods (twice a month)
- iii) Clean all walls, tube lights, fans, and remove spider-webs (Monthly)
- iv) Dust all visible pipes and ducts (Monthly)
- v) Clean and wash top roof and drain pipes (Monthly)
- vi) Clean window glasses (Twice a month)
- vii) Carpet Shampooing if any (4 Month)
- viii) Dengue/Mosquito Spray seasonally with consultation of dengue department
- ix) Clean and polish metal/ brass work (Two Month)
- x) Clean all sign boards & switch boards
- xi) Clean the fungus, fungi and algae at roofs and around the water pipes or anywhere in the building.

ADDITIONAL SERVICES

If some additional services are required by the PITC on holidays or in emergency, the same shall be provided by the Contractor on the terms and conditions as may be mutually agreed.

The contracts will remain enforced for a period of two years from the date of issuance and is further extendable for same period, if agreed by both the parties, not exceeding one year in total.

Other Conditions:

- i) Staff of contractor will wash the dirt upon doors, off the walls, below ceiling, wash basins, W.C. mirrors, water coolers, tiles, fittings and glasses in the building. Contractor will manage the cleaning of these articles through branded and approved chemicals/soaps/detergents, additives which will be open for inspection or land or his representative to check their effectiveness, quality and standards. The Contractor will not use any of these materials whose date of use has expired on the day of its consumption.
- ii) Contractor will do dusting of all furniture wooden iron, leather glass, plywood etc. to clear it from dust and strains. He will also remove ink from the floors of rooms being used by employees of PITC or any person /children. He will clean ceiling fans, false ceiling with suitable clearances to remove stain and dust. He will have to carry out seeding with suitable cleaners to remove stain and dust. He will clean fans; false ceiling with suitable cleaners to remove iron structures dismantled material except granules, dirt and papers.
- iii) Contractor shall not remove white wash, distemper, oil paint, polish, covers, wall papers, hoardings, frames curtains and blinds from the walls of the premises of the PITC during the course of cleaning. Beside he will arrange vacuum cleaner for dusting of these articles along with sofa sets.
- iv) Contractor shall be obliged to remove any of his employees from duty, if desired by the PITC and provide replacement immediately.
- v) All Contractor staff shall be courteous at all times and follow instructions:-
 - a) Arrive at work site at least two hours before the start of official time, equipped with materials necessary to complete the job. (Timing to be decided with mutual consent), however at least one person be deputed till the presence of head of the department in the office.
 - b) Be clean and neatly in uniform.
- vi) All Contractor staff shall NOT:
 - a. Smoke at the work site.
 - b. Arrive at the work site under the influence of alcohol.
 - c. Drink alcoholic beverages on the job.
 - d. Use any of the bathrooms, except the one specifically designed for this purpose.
 - e. Indulge in discussion or arguments.
 - f. Cause any disturbance in smooth operation of the office.
- vii) Contractor undertakes to keep the interior and exterior of the premises in a sanitary and hygienic condition and comply with all the regulations that may be issued from time to time by the Health Officer of Metropolitan Corporation/ Municipal Corporation or any other Government authority.
- viii) Contractor shall not assign or sublet this agreement or any part thereof or any benefit or interest therein or these under, to any other Contractor.

- ix) The employees/ persons of the Contractor, to be deputed by him who works in the premises pursuant to this contract, shall be provided by the contractor in proper uniform which should be neat and clean while on job. The Contractor shall ensure that they behave polite, they will be paid wages by the Contractor and he shall discharge all his legal obligation with regard to them.
- x) Contractor employees/ persons shall submit to a security check on entry and exit from the premises. However this shall not discharge them from the responsibility of any missing object cash or otherwise. If any person is caught red handed in the process of stealing, the matter should immediately be informed to the Contractors office who will take action accordingly; otherwise the PITC may take suitable legal action.
- xi) Contractor as well as his appointed staff / persons shall carry out such instructions as may be issued from time to time by the authorized officers of PITC pursuant to the terms of this contract.
- xii) The Uniforms as per PITC specification, cleaning, Material, Equipment, Machinery, Tissues, Soap, Air Fresheners, Towels (white) washing of towels to be on the Contractor and toilet rolls and other cleaning accessories dustbins etc shall be provided by the Contractor in adequate work in the premises. The PITC will not pay any sum in the shape of compensation to the worker of Contractor. The Contractor will be responsible to shift his worker in case of injury to medical aid at his own sources and will provide first aid at the spot.
- xiii) Contractor will arrange his own transport to shift his cleaning staff and equipment from the premises of PITC. He will also manage his own transport and carts to remove the garbage and trash out of premises of PITC after security check up to the dumps of City District Government / Municipal Corporation.
- xiv) Contractor or his staff / employees/ persons shall not burn garbage, trash, foliage, chemical, shells and other un-wanted material.
- xv) Contractor shall not remove or re-fix the furniture and fixtures of the PITC from their positions in the area of cleaning and will also not remove re-fix dismantle the electric wiring and communication wiring in the area or premises of cleaning. He will also protect firefighting system, air conditioning equipment and CCTV system or any other system installed in the building.
- xvi) That if, during the course of cleaning inside and outside the compound / complex/ building, any article costly or important is found by the employee/ person of the Contractor, the same shall be returned to concerned officer along with report of its found. The security staff of PITC is liable to search bodily all the staff of Contractor entering into and leaving the premises of work under contract. That his employee will only enter through the gates designated for entry and exit of the building.
- xvii) Contractor undertakes to take action against his employees who are found involved in theft, illegal activities misbehavior etc. the PITC will be at liberty to take lawful action against contractor as well as his employee on account of above reasons.

- xviii) No materials or methods that are environmentally unfriendly may be used
- xix) The service provider will be responsible for paying his employees within the first 5 days of every month.
- xx) The service provider will pay his employees from his own resources.
- xxi) The cleaning of the sewer lines up to the main Pipe shall be the responsibility of the service provider

2.2 Tender Document Fee

The bidding documents can be downloaded from www.pitc.com.pk; however, cost of tender document is PKR 1000/- (nonrefundable) that will be deposited by potential bidders in PITC's, Bank A/C Title: 'Power Information Technology Company' Bank, Allied Bank of Pakistan, WAPDA House, Lahore. The bidders will present original receipt of tender document fee, deposited, along with sealed technical and financial bids.

2.3 Eligibility of Bidders/Bids/Goods/Services

The eligibility of bidders, bids, services will be evaluated in line with following clauses:

2.3.1 Bidders:

This Invitation for Bids is open to all authorized janitorial service providers based in Lahore for supply of janitorial services who:

- i) have registered/incorporated company/firm in Pakistan with relevant business experience of at least three (3) years as on closing date for tender submission;
- ii) is registered with Tax Authorities as per prevailing latest tax rules (Only those validly registered with sales tax and income tax departments;
- iii) has valid registration of General Sales Tax (GST) & National Tax (NTN) Numbers;
- iv) has not been blacklisted or under a declaration of ineligibility for corrupt and fraudulent practices by any provincial or federal government department, agency, organization or autonomous body or private sector organization anywhere in Pakistan (submission of undertaking on legal stamp paper, as per 'Annexure-A'),
- v) has required relevant experienced and enough strength of workers / staff to fulfill the requirement of assignment,
- vi) has office at Lahore.

Note: verifiable documentary proof for all above requirements is a mandatory requirement, non-compliance will lead to disqualification

2.3.2 Bids:

Any bid not received as per the terms and conditions laid down in this document is liable to be ignored. No offer shall be considered if:

- received without bid money,
- received after the date and time fixed for its receipt,

- tender document and the bid are unsigned,
- offer is ambiguous,
- offer is conditional i.e. advance payment, or currency fluctuations etc.,
- offer is received by a telegram,
- offer is received with shorter price validity and longer delivery period than asked in this document,
- offer is for store/items not conforming to the specifications indicated in the tender inquiry.

2.3.3 Goods or Services:

All services and material used to be supplied under the contract shall conform to the policies of the Government of Pakistan in vogue. All expenditures made under the contract shall be limited to such goods and services. For purposes of this clause, (a) the term "Goods" includes any goods that are used in Janitorial Services and (b) the term "Services" includes all types of Janitorial Services.

2.4 Corruption and Fraud

- i) The Government of Pakistan defines Corrupt and Fraudulent Practices as "corrupt and fraudulent practices" which includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty".
- ii) Indulgence in corrupt and fraudulent practices is liable to result in rejection of bids, cancellation of contracts, debarring and blacklisting of the bidder, for a stated or indefinite period of time.

2.5 Cost of Bidding

The Bidder shall bear all the costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.6 Joint Venture / Consortium

Joint venture / consortium is not eligible for this tender.

3. Special Instructions to Bidders

3.1 Bidding Document Contents

3.1.1 Contents of bidding document

- i) The services required, applicable bidding procedures, and Contract Terms are prescribed in this Bidding Document. In addition to the Invitation for Bids, this Bidding Documents include: (a) Instructions to

Bidders (ITB) (b) Schedule of Requirements (c) Technical Specifications (d) Evaluation Criteria (e) Bid Forms (including technical forms and financial forms) (f) Draft Standard Contract including Special Conditions of Contract (with Annexures) and General Conditions of the Contract, and Integrity pact.

- ii) The bid prepared by the bidder, and all correspondence and documents relating to the bid exchanged by the bidder and PITC shall be written in English language. Any printed literature furnished by the bidder may be written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

3.1.2 Clarification(s) on Bidding Document

The potential bidders requiring clarification(s) on bidding document may notify PITC at the address indicated in the Invitation for Bids. The PITC shall respond in writing through email to any request for clarification(s) no later than seven (7) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. The responses of PITC (including an explanation of the query but without identifying the source of inquiry) shall be uploaded on the company's website: www.pitc.com.pk.

3.1.3 Amendment(s) on Bidding Document

- viii) At any time prior to deadline for submission of bids, PITC, for any reason, whether at its own initiative or in response to clarification(s) requested by a prospective bidder, may modify bidding document by amendment(s). The amendments incorporated will be published/notified on company's website: www.pitc.com.pk and same shall be binding to all bidders.
- ix) In order to allow prospective bidders reasonable time to take into account amendment(s) in preparing their bids, PITC, at its discretion, may extend deadline for the submission of bids.

3.2 Bidding Procedure

3.2.1 Governing Rules

The bidding procedure shall be governed by PPRA rules 2004, issued and amended time to time by the Public Procurement Regulatory Authority (PPRA). The bidding procedure is also governed by PPRA rule 36 'Procedures of Open Competitive Bidding' sub-rule (a) 'Single stage - One Envelop procedure'. Bidders are advised to refer to the section-A, sub-sections 1.1, 1.2, 1.3 and 1.5.

3.2.2 Bidding Procedure

The bidding procedure prescribed in the Invitation for Bids is explained herein below:

Single Stage: One Envelope Procedure

- i) The bid shall comprise a single package containing separately, financial proposal and technical proposal (if any).
- ii) All bids received shall be opened and evaluated in the manner prescribed in the bidding document.
- iii) The bid found to be the lowest evaluated & responsive shall be accepted. In case, two bidders submit equal financial bid, the bidder with more experience shall be awarded contract.

3.3 Preparation of Bids

3.3.1 Documents Comprising of Bids

- i) The bid shall comprise of bid forms, duly signed by the authorized personnel along with company stamp, and all those documentation that are prescribed for the eligibility of the bidders and goods/services that are found necessary and highlighted in the bid forms in Annexure-B.
- ii) The Bidder shall complete the Bid Forms and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their general and specific characteristics, ancillary services that the bidder is willing or required to provide along with the proposed price.

3.3.2 Bid Prices

- i) The bidder shall quote unit prices and total price (inclusive of all taxes where applicable) as per price schedule, prescribed in this bidding document, of goods/services, he proposes to supply under contract on FCS basis (Free delivery at Consignee's Store) basis. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes. The bidder shall be responsible for all new taxes, if any, levied by the Government until completion of the contract.
- ii) The benefit of exemption from or reduction in the taxes and duties shall be passed on to PITC.
- iii) Price offered should be for all services as described in para-2.1 of this RFP.
- iv) While making a price quote, trend/inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.
- v) Form prescribed for quoting of prices, should be typed and printed on the bidder's letterhead. Any alteration/correction must be initialed.

3.3.3 Bid Currency

Prices shall be quoted in Pak Rupees.

3.3.4 Supporting Documents

The bidder shall provide leaflets/brochures/catalogs with the bid.

3.3.5 Bidders Eligibility Documents

Bidder shall furnish, as part of its bid (with bid form & price schedule) the documentary evidence mentioned in eligibility criteria Section D for the bidder's eligibility and its qualifications to perform the contract if his bid is accepted:

- minimum three (03) years of experience in Janitorial Services having proper Outlet/Office,
- registered with Income & Sales Tax Departments and on the Active Tax Payers List of FBR,
- Affidavit duly attested by the Oath Commissioner/Notary Public to the effect that the respective bidder is not black listed by any Government (Federal, Provincial or Local) or a public-sector organization (as per Annexure-A).

3.3.6 Bid Security

- i) The bidder shall furnish, as part of its bid, a bid security @ 2% of the total quoted bid value in PKR, in the shape of pay order/demand draft/call deposit in the name of PITC, WAPDA House, Lahore. The unsuccessful bidder's bid security shall be discharged or returned soon after the announcement of successful bids.
- ii) The bid security (in the shape of pay order/demand draft/call deposit) shall be enclosed.
- iii) Successful bidder shall deposit performance security, as described in rate contract / work order, not exceeding 10% of the value of work order, in shape of bank draft or bank guarantee issued by any scheduled bank, in favour of the indenter. The same shall be released after expiry of work order period.
- iv) The successful bidder's bid security shall be discharged upon signing the rate contract or successful delivery of goods, furnishing performance/bank guarantee and confirmation of performance/bank guarantee by PITC from the Bank of the successful bidder.
- v) The bid Security may be forfeited: (a) if a Bidder withdraws its bid during the period of bid validity; or (b) In the case of a successful bidder, if the bidder fails to sign the contract or fails to provide a performance security (if any).

3.3.7 Bid Validity

- i) The bid shall remain valid for 120 days after the date of opening of bids as prescribed by PITC. A bid having validity for a shorter period shall be rejected by PITC as non-responsive.
- ii) The PITC shall be under an obligation to process and evaluate the bid within stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
- iii) The bidders who; (a) agree to the PITC request for extension of bid validity period shall not be permitted to change the substance of their bids; and (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids without forfeiture of their bid securities.

3.4 Submission of Bids

3.4.1 Sealing and Marking

- i) The Bidder shall seal the bid/ bids in separate envelopes.
- ii) The envelopes shall: (a) be addressed to the PITC at the address, and (b) Bid Reference No. given, and a statement: 'DO NOT OPEN BEFORE' the time and the date specified, in the Invitation for Bids for opening of Bids.
- iii) If the envelop is not sealed and marked as required, PITC shall assume no responsibility for the bid's misplacement or premature opening.
- iv) The bids must be delivered by hand or by courier so as to reach on the date and time prefixed in the Invitation for Bids at:

O/o Chief Executive Officer, PITC
406, WAPDA House, Lahore
Tel: 042-99202070, 042-99202211 Ext.3017

- v) Bids submitted through telegraph, telex, fax or email shall not be entertained.

3.4.2 Submission Deadline

- i) Bids must be submitted by the bidder and received by the PITC on/or before 10 December, 2018, 11:00 AM. Bids received later than the time and date specified will stand summarily rejected.
- ii) The PITC, at its discretion, may extend the prescribed deadline for the submission of bids by amending bidding documents in accordance with sub-section 3.1.3, in which case all rights and obligations of PITC and bidders previously subject to the deadline shall thereafter be subject to deadline as extended.

3.4.3 Submission Deadline

Any bid received by PITC after the deadline for submission of bids prescribed by PITC pursuant to sub-section 3.4.2 shall be rejected and returned unopened to the bidder.

3.4.4 Withdrawal of Bids

- i) The Bidder may withdraw its bid after bid's submission and prior to the deadline/closing time & date prescribed for submission of bids.
- ii) No bid may be withdrawn in the period between deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this period may result in forfeiture of the bid Security submitted by the bidder, pursuant to the sub-section 3.3.6.

3.5 Bids Opening and Evaluation

3.5.1 Open and Evaluation of Bids

- i) Bids received, shall be opened by PITC publicly in the presence of bidders or their representatives who may choose to be present on 10 December, 2018, 11:30 AM. No Bid shall be rejected at opening, except for late bids, which shall be returned unopened to the bidders.
- ii) All Bidders in attendance shall sign an attendance sheet.
- iii) Evaluation of the submitted bids will be made technically and financially.
- iv) Prior to detailed evaluation, PITC shall determine the substantial responsiveness of Technical Evaluation bid to the bidding documents. For purposes of this clause, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations, specifically sub-section 3.3.3 and 3.4. Deviations from, or objections or reservations to critical provisions, such as those concerning Applicable Laws, delivery schedule, taxes & duties etc. shall be deemed to be a material deviation for technical bids and bid security for financial bids. PITC determination of a bid's responsiveness will be based on contents of the bid itself.
- v) The Bids shall then be evaluated conforming compliance of the offered services technical specifications with the demanded ones.
- vi) The Financial Bids of substantially responsive bids shall be announced publicly on the same day.
- vii) The Procuring Agency shall read out aloud the contents of bids, which may include name of the bidder, items bided for and unit prices and total amount of the bid (if applicable). PITC may choose to announce any other details which it deems appropriate if not in conflict with the Public Procurement Rules-2004, specifically Rule 28 (Opening of Bids).

- viii) In 'Financial Bids' the arithmetical errors shall be rectified on the following basis:
- If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
 - If bidder does not accept the correction of the errors, its bid shall be rejected, and its bid security may be forfeited.
 - If there is a discrepancy between words and figures, the amount in words shall prevail.

3.5.2 Bids Rejection

- i) PITC may reject any or all bids at any time prior to the acceptance of a bid under Public Procurement Rules (PPR) 2004. PITC may upon request communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.
- ii) Conditional or incomplete bid/bids shall be rejected.
- iii) Bid/bids received with over-writing, cutting and doubtful figures shall be rejected.
- iv) PITC incurs no liability, solely by virtue of its invoking Rule 33.1 of PPR 2004, towards bidders who have submitted bids.
- v) Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

3.5.3 Re-Bidding

- i) If PITC rejected all bids in pursuant to sub-section 3.5.4, it may call for a re-bidding.
- ii) PITC before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.

3.5.4 Announcement of Evaluation Report

Announcement of Evaluation Report will be as per PPRA rules 2004.

3.5.5 Contacting Procurement Agency

- i) No Bidder shall contact PITC on any matter relating to its bid, from the time of bid opening to the time of announcement of Evaluation Report. If a Bidder wishes to bring additional information to the notice of PITC, it should do so in writing.
- ii) Any effort by a bidder to influence PITC in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of bid. Canvassing by any bidder at any stage of the bid evaluation is strictly prohibited. Any infringement shall lead to disqualification.

3.6 Award of Contract

3.6.1 Acceptance of Bid/Award Criteria

The Bidder whose bid is found to be most closely conforming to the Evaluation Criteria prescribed in Section D, being substantially responsive and having lowest financial bid, if not in conflict with any other law, rules, regulations or policy of the Government of Pakistan, shall be awarded the contract, within the original or extended period of bid validity.

3.6.2 Variation in Quantity

The PITC reserves the right at/after the time of award of contract to increase or decrease, quantities of services / goods as originally specified

in Schedule of Supplies without any change in unit price or other terms and conditions.

3.6.3 Performance Security

The successful bidder will be required to furnish a performance security deposit @ 10% of the value of the proposed work order in shape of bank guarantee issued by any scheduled bank, in favor of indenter with minimum validity period until the expiry of contract period. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.

3.6.4 Notification of Award / Letter of Acceptance (LoA)

- i) Prior to the expiration of the period of bid validity, PITC shall notify to the successful bidder in writing that his bid has been accepted. This letter is termed as Letter of Acceptance.
- ii) The notification of award shall constitute the formation of the contract between PITC and the successful Bidder. Within seven (7) days of the receipt of the LoA from PITC, bidder shall furnish performance security in accordance with the sub-section 3.6.3.
- iii) The enforcement of the contract shall be governed by Rule 44 of the PPR-2004. The performance security shall be payable to Chief Executive Officer, PITC, 406 WAPDA House, Lahore in case of bidder fails to fulfill the obligations under the contract or violates any of the terms and conditions of the contract.

3.7 Goods Inspections

3.7.1 Inspection and Test

- i) The supplier has to arrange one complete set of goods for janitorial Services , if asked for demonstration and inspection in the office of Chief Executive Officer (PITC), Aiwan-e-Iqbal Edgerton Road, Lahore before issuance of Rate Contract/Work Order. The material / services, which does not meet the quality standards, can be rejected and the offer can be declared as technically nonresponsive.
- ii) The Inspection Committee of PITC will carry out detailed physical examination and can reject, any item if found not according to the approved quality standards etc. Moreover, the Supplier will also be responsible to replace the same without any further charges.

3.8 Packing of Goods Delivered

3.8.1 Packing & Accessories

All the items to be provided must be brand new and proper packed. .

3.9 Transportation

3.9.1 Transportation and Delivery Requirements

- i) The bidder shall deliver the supplies at the consignee's premises in brand new / packed condition.
- ii) The bidder shall arrange such transportation of janitorial staff at their own expense.
- iii) All costs associated with the transportation road taxes shall be borne by the Supplier.

3.10 Disputes

3.10.1 Resolution of Disputes

The Parties shall attempt in good faith to amicably resolve any dispute through senior levels of management. Any dispute which is not resolved within 30 days shall be resolved by a sole arbitrator in accordance with provision of the Arbitration Act 1940.

SECTION C: SCHEDULE OF SUPPLIES AND PAYMENT

4. Supplies of Services

4.1 Services / Goods Delivery

The Janitorial Services & Goods shall be delivered and performed in accordance with the following schedule of requirements:

Sr.	Milestone	Time Period
1.	Supply of Services	Within one weeks from date of issuance of work order

5. Late Delivery Penalty

5.1 Liquidated Damages upon Late Delivery of Supplies

The Janitorial Services & Goods supplies shall be delivered in accordance with the Work Orders to be issued by consignees in the execution of PITC's contracts. In case of late deliveries, penalty @ 2 % per month will be applied from total bill.

5.2 Failure to Delivery

Failure to supply items within stipulated time period will invoke a penalty as specified in sub-section 5.1; however, in case of failure to delivery, Call Deposit (CDR) amount may be forfeited and the company will be blacklisted and will not be allowed to participate in future tenders as well.

6. Terms of Payment

6.1 Payment

Payment of the Janitorial Services & Goods (Equipment and materials) supplied will be made directly by consignees within thirty days, from the date of receipt of invoice, on production of following documents:

- i) Invoice in triplicate having NTN.
- ii) Joint Inspection Report.
- iii) Sales Tax Invoice (if not exempted) or attach exemption certificate.
- iv) Non-payment certificate.
- v) Performance Security Receipt Certificate (otherwise performance security will be deducted from the submitted invoice).

SECTION D: EVALUATION CRITERIA

7. Evaluation Criteria

7.1 Bidder's Evaluation Criteria

Bidder as a part of his bid shall provide the following depending upon applicability:

- i) Company profile
- ii) NTN Certificate
- iii) GST Certificate
- iv) On Active Tax Payers List of FBR
- v) Registration/Incorporation/Business Certificate and number of business years in Pakistan.
- vi) Minimum three (3) years' experience in supply and installation of hardware/IT equipment along with list of clients to whom the bidder has done or been doing business during last 3 years along with their Names, Addresses and Phone Numbers.
- vii) A list showing the location of head office along with those of branch offices.
- viii) Bid Validity period of 120 days.
- ix) Affidavit to the effect that not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public-sector organization/Division/Ministry (Annexure-A).
- x) Complete specifications with supporting document, brochures of the offered items. If specifications do not meet the tender requirements; offered material shall not be entertained.

7.2 Bid's Evaluation Criteria

- i) Bids will be evaluated as per given criteria in sub-section 7.3. The tender will be awarded to the financial lowest bidder.

7.3 Technical Evaluation Criteria

The evaluation will be done on the basis of following parameters for eligibility of the Bidder:

Factors	Max. Score
Registration/Incorporation/Business Certificate and number of business years in Pakistan	Mandatory
Min 3 years of supplies and services experience	Mandatory
Valid Income Tax Registration	Mandatory
Valid General Sales Tax Registration (Active with FBR)	Mandatory
Affidavit to the effect that bidder is not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public-sector organization/Division/ Ministry (Annexure-A)	Mandatory
Compliance to specifications of tendered goods	Mandatory
Compliance to schedule of supplies	Mandatory

The bidder will be disqualified if he is unable to meet above criteria.

ANNEXURE-A: AFFIDAVIT OF LEGITIMATE BIDDER

Undertaking

We, [**Name and Address of Bidder**], do hereby declare on solemn affirmation that:

- I. We have not been black listed from any Government Department/Agency
- II. We have not been involved in litigation with any client during the last 3 years
- III. We acknowledge that we have read, understood and accepted the Tender Document along with all terms and conditions specified above in the tender document
- IV. We understand that PITC shall have right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s)
- V. We understand that PITC shall have right, at his exclusive discretion, to increase/decrease the quantity of any or all item(s), accept/reject any or all tender(s), cancel/annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Bidders of the grounds for the PITC's action, and without thereby incurring any liability to the Bidder and the decision of the PITC shall be final
- VI. We certify that prices quoted to PITC against Tender Lot Annex-B and Items are not more than the prices charged from any other Purchasing Agencies in the country and in case of any discrepancy, the bidder hereby undertakes to refund the prices charged in excess

Dated_____.

BIDDER:

Signature _____

CNIC # _____

Designation_____

Address _____

WITNESSES:

Signature_____

Signature _____

CNIC #_____

CNIC # _____

Name_____

Name_____

Designation _____

Designation_____

Address _____

Address_____

ANNEXURE-B: BID FORMS

Bid-Form: 1 – Letter of Intention

Bid Ref No. {Add Tender No}

Letter of Intention

{Add Date of Technical Bid Opening}

Name of the Contract: *{Add name}*

To: *[Chief Executive Officer, PITC, WAPDA House, Lahore.]*

Dear Sir,

Having examined the bidding documents, including Addenda Nos. [insert numbers & Date of individual Addendum], the receipt of which is hereby acknowledged, we, the undersigned, offer to supply and deliver the Goods under the above-named Contract in full conformity with the said bidding documents and at the rates/unit prices described in the price schedule provided in Financial Bid or such other sums as may be determined in accordance with the terms and conditions of the Contract. The above amounts are in accordance with the Price Schedules attached herewith and are made part of this bid.

We undertake, if our Financial Bid is accepted, to deliver the Janitorial Services in accordance with the delivery schedule specified in the schedule of requirements.

If our Financial Bid is accepted, we undertake to provide a performance security/guarantee in the form, in the amounts, and within the times specified in the bidding documents.

We agree to abide by this bid, for the Bid Validity Period specified in the bidding documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

Until the formal final Contract is prepared and executed between us, this bid, together with your written acceptance of the bid 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 Financial Bid you may receive. We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in Pakistan.

We confirm that we comply with the eligibility requirements as per sub-section 2.4 of the bidding documents and have duly provided bid security @ 2% of the total bid value, in the shape of pay order/demand draft/call deposit in the name of **Chief Executive Officer, PITC, Lahore** with our Financial Bid.

Dated this [insert:number] day of [insert:month], [insert:year].

Signed:

In the capacity of [insert: title or position]

Duly authorized to sign this bid for and on behalf of [insert: name of Bidder]

Bid-Form: 2 – Evidence of Eligibility

Name of the Firm

Bid Ref No. {Add Tender No}

{Add Date of Technical Bid Opening}

Documentary Evidence for Determining Eligibility of the Bidders & Evaluation of bids

Required Documentation (To Be Filled by the Procuring Agency)	Checklist (To be initialed by the Bidder against each document)	Relevant Page Number in the Bid (To be filled by the Bidder)	Supporting Documents (To be filled by the Bidder with name of the documents that are submitted to meet the requirement)
*Column:1	*Column:2	*Column:3	*Column:4
NTN Certificate			
GST Certificate			
On Active Tax Payers List of FBR			
Registration/Incorporation/Business Certificate			
Complete Company profile			
Firm's past performance i.e. Minimum three years' experience in supplying and installation of Computer Hardware & IT equipment			
Affidavit to the effect that the respective bidder is not blacklisted and rendered ineligible for corrupt and fraudulent practices by any Government (Federal, Provincial or Local) or a public sector organization.			
Bid Validity period of 120 days			
Submission of required amount of bid security with Financial Bid			

- * Bidders should only initial against those requirements that they are attaching with the form. In case they do not have any document to attach the corresponding cell in column 2 should be left blank. Bidders are also required to mention the exact page number of relevant document placed in the Bid. Bidders are advised to attach all Supporting documents with this form in the order of the requirement as mentioned in column 1.

Bid-Form: 3 – Firms Past Performance

Name of the Firm

Bid Ref No. {Add Tender No}

{Add Date of Technical Bid Opening}

Assessment Period: **(Minimum Three Years** as per Evaluation Criteria)

Name of the Purchaser/ Institution	Purchase Order No.	Description of Order	Value of Order	Date of Completion	Purchaser's Certificate

Bid-Form: 4 – Financial Bid Form

Name of the Firm

Bid Ref No. {Add Tender No}

{Add Date of Technical Bid Opening}

Price Schedule

S.#.	Name of the Item / Service	Unit Price (Inclusive of all applicable taxes) *	Qty	Final Total Price (Inclusive of all applicable taxes)
1	2	3	4	5
				(3*4)
Total Price (Inclusive of all applicable taxes)				

User Note: This form is to be filled by the Bidder for each individual item and shall submit with the financial bid along with Respective Annexure B-F dully filled

Note: The quoted price should include the delivery/installation charges.

FINAL TOTAL PRICE (in words): -----

Signature: -----

Designation: -----

Date: -----

Official Stamp: -----

Bid-Form: 5 – Performance Guarantee

Performance Guarantee

To: **[Chief Executive Officer, PITC, Lahore]**

Whereas *[Name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to supply *[description of goods]* (hereinafter called "the Contract").

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 10% of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[Amount of the Guarantee in Words and Figures]* and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[Amount of Guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the __ day of _____, 2020.

Signature and Seal of the Guarantors/Bank

Address

Date

ANNEXURE-C: GENERAL CONDITIONS OF CONTRACT

<p>1. Definitions</p>	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> (a) "The Rate Contract" means the agreement entered into between the Purchaser (PITC) and Supplier, as recorded in the Agreement/ Contract signed by the Parties, including all attachments and appendices thereto and all documents incorporated by reference therein. (b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its Contractual obligations. (c) "The Goods" means all those equipment, material which the Supplier is required to supply to the Purchaser under the Contract. (d) "The Services" means Janitorial Service. (e) "GCC" means the General Conditions of Contract contained in this section. (f) "SCC" means Special Conditions of the Contract. (g) "The Purchaser" means the organization purchasing the Goods, as named in the SCC. (h) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract. (i) "The Project Site", where applicable, mean the place or places named in the SCC. (j) "Day" means calendar day.
<p>2. Application</p>	<p>2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
<p>3. Standards</p>	<p>3.1 The Goods supplied under this Contract against the "Work Order / Contract", shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.</p>
<p>4. Inspections and Tests</p>	<p>4.1 The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any samples (representatives) retained for these purposes.</p> <p>4.2 The inspections and tests may be conducted on the premises of Purchaser.</p> <p>4.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the</p>

	<p>Purchaser.</p> <p>4.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival at the Purchaser's delivery point shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser or its representative prior to the Goods' shipment from the factory/warehouse.</p> <p>4.5 Nothing in GCC Clause 4 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
5. Packing	<p>5.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as shall be indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage.</p>
6. Delivery and Documents	<p>6.1 Delivery of the Janitorial Services / Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements.</p> <p>6.2 For purposes of the Contract, DDP trade term is used to describe the obligations of the parties which means price inclusive of applicable taxes, transportation & delivery charges, insurances & warranties, if any, etc.</p>
7. Transportation	<p>7.1 The Supplier is required under the Contract to transport the Goods & Janitorial Staff to a specified place of destination at Purchaser specified location, shall be arranged by the Supplier.</p>
8. Warranty	<p>8.1 The Supplier warrants that the Goods supplied under the Contract are original, new and unused. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from materials, or workmanship</p> <p>8.2 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>8.3 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.</p> <p>8.4 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p>
9. Payment	<p>9.1 The method and conditions of payment to be made to Supplier under this Contract shall be specified in SCC.</p> <p>9.2 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed and upon fulfillment of other obligations stipulated in the Contract.</p> <p>9.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier complete in all respects.</p> <p>9.4 The currency of payment is Pak. Rupees.</p>

10. Prices	10.1 Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in SCC or in the Purchaser's request for bid validity extension, as the case may be.
11. Change Orders	11.1 The Purchaser may at any time, by a written order given to Supplier, make changes within the general scope of the Contract. 11.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) working days from the date of the Supplier's receipt of the Purchaser's change order.
12. Contract Amendments	12.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
13. Assignment	13.1 The Supplier shall not assign, in whole or in part to a subcontractor, its obligations to perform under this Contract.
14. Delays in the Supplier's Performance	14.1 Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements. 14.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. 14.3 Any delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 15, unless an extension of time is agreed upon pursuant to GCC Clause 14.2 without the application of liquidated damages.
15. Liquidated Damages	15.1 Subject to GCC Clause 17, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 16.
16. Termination for Default	16.1 The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part: (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the respective "Supply Order" which shall

	<p>be issued from to time to time under this Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 14.2; or</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the Contract.</p> <p>(c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt and fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this clause:</p> <p>“corrupt and fraudulent practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.</p> <p>16.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p>
<p>17. Force Majeure</p>	<p>17.1 Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its bid security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>17.2 For purposes of this clause, “Force Majeure” means an event beyond the control of the Supplier and not involving the Supplier'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 or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>17.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.</p>
<p>18. Resolution of Disputes</p>	<p>18.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>18.2 If, after thirty (30) days from the commencement of such informal</p>

	negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC.
19. Governing Language	19.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 20, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
20. Applicable Law	20.1 The Contract shall be interpreted in accordance with the laws of the country.
21. Notices	21.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by cable, telex, or facsimile and confirmed in writing to the other party's address specified in SCC. 21.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.
22. Taxes and Duties	22.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

ANNEXURE-D: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

Definitions (GCC Clause 1)	<p>GCC 1.1 (g)—The Purchaser/Indenter is: Power Information Technology Company working under the umbrella of Ministry of Energy.</p> <p>GCC 1.1 (i)—The Project Site is: PITC office at Building # 3, Lower Ground, Aiwan-e-Iqbal Edgerton Road, Lahore.</p>
Inspections and Tests (GCC Clause 4)	<p>GCC 4.1—Inspection and tests prior to shipment of Goods and at final acceptance are as follows: The supplier may be asked to arrange one complete set of material used in janitorial services for demonstration and inspection in the O/o PITC at Aiwan-e-Iqbal Complex, Lahore before signing of the Rate Contract. The material, which does not meet the quality standards / specifications, can be rejected and the bid can be declared as non-responsive.</p>
Packing (GCC Clause 5)	<p>GCC 5.2 – The following SCC shall supplement GCC Clause 9.2: The bidder shall deliver the supplies at the destination in brand new condition.</p>
Delivery and Documents (GCC Clause 6)	<p>GCC 6.1—Upon delivery, the Supplier shall notify the Purchaser/Indenter the full details of the delivered items.</p>
Payment (GCC Clause 9)	<p>GCC 9.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payments shall be made promptly by the Purchaser in Pak. Rupees, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, complete in all respects, with all documents as per clause 6.1 of the tender document.</p>
Prices (GCC Clause 10)	<p>GCC 10.1—Prices shall be: Fixed.</p>
Dispute Resolution (GCC Clause 18)	<p>Any dispute which is not resolved within 30 days shall be resolved by a sole arbitrator in accordance with provision of the Arbitration Act 1940.</p>
Governing Language (GCC Clause 19)	<p>GCC 19.1—The Governing Language shall be: English.</p>
Applicable Law (GCC Clause 20)	<p>i) GCC 20.1—The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.</p>
Notices (GCC Clause 21)	<p>GCC 21.1—Purchaser's address for notice purposes: PITC, 405-WAPDA House, Lahore.</p> <p style="text-align: center;">—Supplier's address for notice purposes: head office of the successful bidder against each item as per BOQ.</p>