

RFP/BIDDING DOCUMENT
FOR
SUPPLY AND INSTALATION OF ELECTRICAL WIRING



THE PUNJAB EDUCATIONAL ENDOWMENT FUND, PEEF

Manager Administration & HR
The Punjab Educational Endowment Fund (PEEF)
Link Wahdat Road, Lahore.
042-99260051-54 Ext: 115

Invitation to Bid

The Punjab Educational Endowment Fund (PEEF)

(A Company Setup under section 42 of the Companies Ordinance 1984)

SUPPLY AND INSTALATION OF ELECTRICAL WIRING AT PEEF OFFICE

The Punjab Educational Endowment Fund (PEEF) is seeking to invite sealed Bids/proposals for procurement of following services for establishment of new office from eligible/experienced firms, registered with Sales Tax and Income Tax Departments.

Items/Services	Submission	Opening
Supply and Installation of Electrical Wiring of the new office building	Till Friday 07th February 2020, 03:00 PM	07th February 2020, 03:30 PM

RFP documents are readily available at Admin. Section of the Punjab Educational Endowment Fund (PEEF) located at the under mentioned address, which may be obtained on a written request and on payment of prescribed fee **Rs. 1,000 (non-refundable)**, on any working day during office hours up to 07th February 2020 till 03:00 PM.

Bidding will be conducted under PPRA Rule: 38-1 “single stage one envelope bidding procedure”. Proposals should be dropped in the Tender Box kept in the office, on or before 07-02-2020 till 03:00 PM.

No Proposals shall be accepted after due date and time.

The Proposals along with the required documents and earnest money 5% of the total estimated cost of Electrical Wiring which is **Rs: 92,500/-** (rupees ninety two thousand and five hundred only) must be submitted in the form of Demand Draft or Pay Order on or before **Friday February 07, 2020** not later than 03:00 p.m. to the undersigned in a sealed envelope marked “Supply and Installation of Electrical Wiring”. Bids will be opened at 03:30 p.m. on **February 07, 2020**.

Proposals, not fulfilling minimum requirements as stipulated in the RFP documents, shall be declared non-responsive.

Incomplete and conditional proposals shall not be considered.

The RFP notice is available on the websites of PPRA and Punjab Educational Endowment Fund, www.ppra.punjab.gov.pk and www.peef.org.pk

Estimated cost for above procurement is **Rs: 1,850,000/- (rupees one million seven hundred fifty thousand only)**

Manager Administration & HR

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INSTRUCTIONS TO BIDDERS

Technical evaluation Criteria

NOTE: Any firm not meeting Technical Evaluation Criteria, shall not be considered for Price comparison.

The Criteria for Technical evaluation of Proposal is as under;

- i. The bidder must have minimum of five (5) year experience in the market (verifiable from certificate of incorporation or Tax Registration)
- ii. The bidder must be registered with the Income Tax and Sales Tax Departments (Verifiable from Income Tax and Sales Tax registration certificates)
- iii. Affidavit (on stamp paper) that the firm is not blacklisted or debarred by Public Procurement, Government, Semi-Government, Private, Autonomous body or any other international organization.

INTRODUCTION

1. **Scope**
 - 1.1 The Purchaser wishes to receive RFP/Bids for Procurement of Supply and Installation of Electrical Wiring for renovation of the Office Building.
 - 1.2 The RFP is to be completed and submitted to the Purchaser in accordance with the Instructions to Bidders.
2. **Eligible Bidder**
 - 2.1 The Invitation for RFP is open to the well reputed and experienced firms based in Pakistan, registered with Income tax and sales tax departments.
3. **Eligible Service**
 - 3.1 The supplies (electrical wires etc) to be supplied under the Contract, shall be in accordance with the criteria/ specifications given in the bidding document. All expenditures made under the contract will be limited to such services.
4. **Cost of Bidding**
 - 4.1 The bidder shall bear all costs associated with the preparation and delivery of its RFP/Bid, and the Purchaser will in no case be responsible or liable for those costs.
5. **Assurance**
 - 5.1 The successful bidder will be required to give satisfactory assurance of its ability and intention to supply the Services pursuant to the Contract, within the time set forth therein.

RFP/BIDDING DOCUMENT

6. **Contents of RFP/Bidding Document**
 - 6.1 The required, bidding procedures and contract terms are prescribed in the RFP/Bidding Documents. In addition to the Invitation for Bid, the RFP/Bidding Document includes:
 - a) Instructions to Bidders
 - b) Technical Specifications (As mentioned in "Price Schedule")
 - c) Bid Form
 - d) Schedules:-

Schedule - A	Special Stipulations
Schedule - B	Price Schedule
 - e) Contract Form
 - f) Conditions of Contract
 - g) Data Sheet
 - h) Technical Evaluation Criteria

- 6.2 The bidder is expected to examine all instructions, forms, terms and specifications in the RFP. Failure to furnish all information required by the RFP document or submission of a bid not substantially responsive to the RFP/Bidding Document in every respect will result in the rejection of the bid.

7. Clarification

- 7.1 The prospective bidder requiring any further information or clarification of the document may notify the Purchaser in writing or by visiting at the following address:

Manager Administration & HR
The Punjab Educational Endowment Fund (PEEF)
Link Wahdat Road, Lahore.
042-99260051-54 Ext: 115

Manager Admin. & HR will respond in writing to any request for information or clarification of the RFP/Bidding Document which it receives no later than seven (07) days prior to the deadline for the submission of bid.

8. Amendment of RFP/Bidding Document

- 8.1 At any time prior to the deadline for submission of bid, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the RFP/Bidding Document by amendment.
- 8.2 The amendment shall be part of the RFP/Bidding Document, pursuant to Clause 7.1, will be notified in writing or by telex, or by fax to the prospective bidders who have received the RFP/Bidding Documents, and will be binding on him. Bidders are required to acknowledge receipt of any such amendment to the RFP/Bidding Documents.
- 8.3 In order to afford the prospective bidder reasonable time in which to take the amendment into account in preparing its bid, the Purchaser may, at its discretion, extend the deadline for the submission of bid.

PREPARATION OF BID

9. Language of Bid

- 9.1 The bid prepared by the bidder, and all correspondence and documents relating to the bid exchanged by the bidder and the Purchaser shall be written in the 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.

10. Documents Comprising the RFP

- 10.1 The evaluation of Bid submitted shall be inclusive of, but not limited to, the following factors:

a) Bid Form

The Bidder shall complete the Bid Form in accordance with Clause 11.

b) Price Schedule

The Bidder shall complete the appropriate Price Schedule furnished in the RFP/Bidding Document in accordance with Clauses 12 & 13.

c) Bid Security

The bidder shall furnish Bid Security in accordance with Clause 14.

11. Bid Form

- 11.1 The bidder shall complete the Bid Form duly signed by the authorized personnel along with the stamp of the company and all the schedules furnished in the RFP/Bidding Document In preparing their Proposal, Firms are expected to examine in detail the documents comprising the bidding document. Material deficiencies in providing the information requested may result in rejection of a Proposal.

12. Bid Prices

- 12.1 The bidder shall complete Schedule B, Price Schedule for complete service as per the instructions contained in this document.
- 12.2 Prices quoted in the Price Schedule for the Services should be entered in the following manner:
The price is to be submitted in Pak Rupees only and should include all taxes.
- 12.3 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.

13. Bid Currencies

- 13.1 Prices shall be quoted in Pak Rupees.

14. Bid Security

- 14.1 The bidder shall furnish, as part of its bid, bid security, as mentioned at Invitation for Bid for each service, in accordance with amendment in PPRA Rule 27
- 14.2 The bid security shall be in Pak Rupees and shall be in shape of Demand Draft or Pay Order or any other instrument in favor of Punjab Educational Endowment Fund.
- 14.3 The bid not secured in accordance with Clauses 14.1 and 14.2 will be rejected by the Purchaser as non-responsive.
- 14.4 An unsuccessful bidder's bid security will be discharged or returned, or both, as promptly as possible upon award of Contract.
- 14.5 The bidder's bid security will be returned, upon the bidder's executing the contract, pursuant to Clause 30, and furnishing the performance security, pursuant to Clause 31.
- 14.6 The bid security may be forfeited:
 - (a) if the bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form; or
 - (b) if the bidder does not accept the correction of the Total Bid Price pursuant to Clause 24; or
 - (c) if the bidder fails to:
 - (i) sign the contract in accordance with Clause 30, or
 - (ii) furnish the performance security in accordance with Clause 31.

15. Period of Validity of Bid

- 15.1 The bid shall remain valid for ninety (90) days from the date of bid closing prescribed by the Purchaser, pursuant to Clause 19.
- 15.2 Notwithstanding Clause 16.1 above, the Purchaser may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing. If the bidder agrees to the extension request, the validity of the bid security provided under Clause 15 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. The bidder will not be required or permitted to modify its bid.

16. Format and Signing of Bid

- 16.1 The bidder shall submit dully filled original RFP/Bidding Document issued to him.
- 16.2 Prescribed Bid Form and Schedules shall be used and not to be retyped. The original bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to sign on behalf of the bidder. Such authorization shall be indicated by written power of attorney accompanying the bid. All pages of the bid where entries and amendments have been made shall be initialed by the person signing the bid.
- 16.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

SUBMISSION OF BID

17. Sealing and Marking of Bid

- 17.1 The bidder shall seal the original Bid in an envelope.
17.2 The envelopes shall:
(a) be addressed to the following address:

Manager Administration & HR
The Punjab Educational Endowment Fund (PEEF)
Link Wahdat Road, Lahore.
042-99260051-54 Ext: 115

- (b) bear the following identification:

Bid for “Supply and Installation of Electrical Wiring” “DO NOT OPEN BEFORE 03:30 pm on 07th February 2020”

- 17.3 In addition the envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “Late”.
17.4 Fax bid will not be entertained.

18. Deadline for Submission of Bid

- 18.1 The original bid must be received by the Purchaser by **03:00 pm on 07th February 2020**.
18.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the RFP/Bidding Documents in accordance with Clause 9, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

19. Late Bid

- 19.1 The bid received by the Purchaser after the deadline for submission of bid prescribed by the Purchaser, pursuant to Clause 18, will be rejected and returned unopened to the bidder.

20. Modification and Withdrawal of Bid

- 20.1 The bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bid.
20.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 17. A withdrawal notice may also be sent by telex or fax but must be followed by a signed confirmation copy, post marked not later than the deadline for submission of bid.
20.3 The bid may not be modified subsequent to the deadline for submission of bid.
20.4 The bid may not be withdrawn in the interval between the deadline for submission of bid 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, pursuant to Clause 14.

OPENING AND EVALUATION OF BID

21. Opening of Bid

- 21.1 The bid shall be opened by the Purchaser in the presence of the bidder's representatives who choose to attend at the time and date specified in Clause 17.2 (b), at the office of the Purchaser, given in Clause 17.2 (a). The bidder's representatives who are present shall sign a register/attendance sheet evidencing their attendance.
- 21.2 The bidder's name, bid price, modifications, bid withdrawal, and the presence or absence of the requisite bid security, and such other details as the Purchaser, at its discretion, may consider appropriate will be announced and recorded at the opening.

22. Clarification of Bid

- 22.1 To assist in the examination, evaluation and comparison of bid, the Purchaser may, at its discretion, ask the bidder for a clarification of its bid. All responses to requests for clarification shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the evaluation of bid.

23. Determination of Responsiveness of Bid

- 23.1 Prior to the detailed evaluation of the bid, the Purchaser will examine and determine the substantial responsiveness of the bid to the requirements of the RFP/Bidding Documents. A substantially responsive bid is one which:
- (a) meets the eligibility criteria specified in invitation to bid and in Data Sheet;
 - (b) has been properly signed on the Bid Form;
 - (c) is accompanied by the required Securities and these Securities are valid and in good order;
 - (d) the technical specifications for each service quoted in the Price Schedule B should meet the major technical criteria as specified for each service in Price Schedule;
 - (e) meets the delivery period set out in Schedule A Special Stipulations to Bid;
 - (f) meets the rate and limit of liquidated damages as specified in Schedule A Special Stipulations to Bid;
 - (g) offers fixed price quotations i.e. the bid do not offer an escapable price quotation;
 - (h) is otherwise complete and generally in order;
 - (j) conforms to all the terms, conditions and Specifications of the RFP/Bidding Documents, without material deviation or reservation. A material deviation or reservation is one:
 - (i) which affects in any substantial way the scope, quality or performance of the Goods; or
 - (ii) which limits in any substantial way, inconsistent with the RFP/Bidding Documents, the Purchaser's rights or the bidder's obligations under the Contract.

The interested bidders should have the capacity in terms of financial & technical ability, experience of similar assignments, NTN and Sales Tax number, qualifications and relevant experience of the staff / team to render the services as given in the bidding documents. The Criteria for evaluation of Technical Proposals is given in the instructions to bidders.

- 23.2 The bid determined as not substantially responsive will be rejected by the Purchaser and cannot subsequently be made responsive by the bidder by correction or withdrawal of the nonconforming deviation or reservation.
- 23.3 The Purchaser may waive any minor informality or non-conformity or irregularity in the bid.
- 23.4 Correction of Arithmetical Errors: Bid determined to be substantially responsive will be checked by the Purchaser for any arithmetic errors. Errors will be rectified as follows:
- (a) for the total individual bid price of each service entered in paragraph of the Bid Form, if there is a discrepancy between the amounts in Figures and in words, the amount which tallies with the total individual Bid Price of each item / equipment, shown in the Price Schedule for each item / equipment, will govern unless the Bid Contains a specific statement confirming the total individual Bid Price of each item / equipment.

- (b) where there is a discrepancy between the unit rate and the total price resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern and the total price shall be corrected, unless in the opinion of the Purchaser, there is an obviously gross misplacement of the decimal point in the unit rate, in which case the total price for each item / equipment as quoted will govern and the unit rate will be corrected, and
- (c) where there is a discrepancy in the total price quoted in the Price Schedule of each item / equipment vis-à-vis addition of each item / equipment, the total of the itemized prices will govern.
- (d) The amount stated in the Bid Form will be adjusted by the Purchaser in accordance with the above procedure for the correction of errors, and shall be considered as binding upon the Bidder. If the Bidder does not accept the correction of the errors for any item / equipment in the Bid, his Bid will be rejected for the specific item / equipment and the Bid Security for that item / equipment will be forfeited in accordance with Clause 14.
- (e) Corrected Total individual Bid Price for each service: The price as determined after the application of arithmetic corrections shall be termed as Corrected Total individual Bid Price for each service.

24. Evaluation and Comparison of Bids
Evaluation of Technical Proposals

The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the RFP requirements, applying the Technical Evaluation Criteria, as specified in the **Data Sheet**. Each responsive Proposal will be declared qualified for price comparison. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP DOCUMENTS, and particularly the Technical Evaluation Criteria.

24.1 Technical negotiations

Negotiations will include a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan and any suggestions made by the Bidder to improve the Terms of Reference. The Client and the Bidders will finalize the Terms of Reference, staffing schedule, work schedule, logistics, and reporting. These documents will then be incorporated in the Agreement as “Description of Services”. Special attention will be paid to clearly defining the inputs and facilities required from the Client to ensure satisfactory implementation of the assignment. The Client shall prepare minutes of negotiations which will be signed by the Client and the Bidder.

25. Contacting the Purchaser

- 25.1 Any effort by a bidder to influence the Purchaser in the Purchaser's decisions in respect of bid evaluation, or Contract award will result in the rejection of the bidder's bid.

26. Purchaser's Right to Accept the Bid or Reject the Bid

- 26.1 The Purchaser reserves the right to accept or reject any bid at his sole discretion and to annul the bidding process at any time prior to acceptance of a bid or proposal, without thereby incurring any liability to the bidder.

AWARD OF CONTRACT

27. Post-qualification and Award Criteria

- 27.1 **The Purchaser will determine to its satisfaction whether the bidder is technically responsive and has offered Service at reasonable prices consistent with the current prevailing market prices and is qualified to satisfactorily perform the Contract**
- 27.2 An affirmative determination will be prerequisite for award of the Contract to the bidder. A negative determination will result in rejection of the bidder's Bid.
- 27.3 The Purchaser will award the Contract to the bidder if its bid has been determined to be substantially responsive to the RFP/Bidding Documents and consistent with the current

prevailing market prices as determined by the Purchaser, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract.

28. Purchaser's Right to Vary Quantities at Time of Award

- 28.1 The Purchaser reserves the right at the time of award of Contract to increase or decrease the quantity/amount of services specified in the Specifications, without any change in unit prices or other terms and conditions.

29. Notification of Contract Award

- 29.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the bidder in writing by registered letter that its bid has been accepted. This letter is termed as **“Letter of Acceptance”**.
- 29.2 The notification of award will constitute the formation of a contract.

30. Signing of Contract

- 30.1 Within 5 days after the acceptance of performance security by the Purchaser, the Purchaser and the successful bidder shall sign and date the Contract Form provided in the RFP/Bidding Documents, incorporating all agreements between the parties.

ADDITIONAL INSTRUCTIONS

31. Instructions to Assist the Bidder

- 31.1 Bid shall be prepared and submitted in accordance with the instructions set forth herein. The Additional Instructions to Bidders are provided to assist in preparing their Bid and shall not constitute part of the Contract Documents.

32. Income Tax & General Sales Tax

- 32.1 The bidder may make inquires on income tax to the concerned authorities of Income Tax and General Sales Tax Department, Government of Pakistan.

BID FORM

To:

Manager Administration & HR
The Punjab Educational Endowment Fund (PEEF)
Link Wahdat Road, Lahore.
042-99260051-54 Ext: 115

Dear Sir:

Having examined the RFP/Bidding Documents (including Addendum No. _____ the receipt of which is hereby duly acknowledge) for the above Contract, we, the undersigned, offer to supply, deliver / replace in conformity with the RFP/Bidding Documents for the Total individual Bid Price for each service.

Sr. No.	Description of Service/ Items	Total Amount (inclusive of all taxes)	Amount in words
1	Supply and Installation of Electrical Wiring for office building		

or such other sums as may be ascertained in accordance with the Price Schedule attached hereto and made part of this Bid.

We undertake, if our above stated individual Bids for any or more items / service is accepted, to complete the Works in accordance with the Contract Execution Schedule provided in the Schedule A Special Stipulations to Bid.

We agree to abide by this Bid for the period of ninety (90) days from the date fixed for bid opening pursuant to Instructions to Bidders, 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 in your Notification of Contract Award, shall constitute a binding Contract between us.

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

Dated this _____ day of _____ 2020.

Bidder Signature Along With Seal

WITNESS

Signature -----

Signature: -----

Name-----

Name: -----

Title: -----

Title: -----

Address: -----

Address: -----

SCHEDULE –A: SPECIAL STIPULATIONS

For ease of reference, certain information and Special Stipulations applicable to the Contract are set forth herein.

Completion Time	As mentioned in the Schedule-B
Address at which supplies and installation of electrical wiring to be installed	Punjab Educational Endowment Fund S.S. Centre Kibria Town (Near Orange Line Metro Train Station Ali Town) Main Raiwind Road, Lahore
Start operation of Services	Just after issuance of Work Award Letter/Contract or as mentioned in the Work Award Letter
Time within which payment shall be made	As per mutual agreement as specified in the Data Sheet

SCHEDULE - B: PRICE SCHEDULE

Preamble

1. The supplies will be delivered at the address provided in Schedule A. The total Bid Price shall include all **Taxes / Duties and Charges** up to the delivery point and other services to be provided under the Contract.
2. Price Schedule should be provided according to the complete solution of service as described in Technical Specifications (As mentioned in "Price Schedule") of this document.

Note:

1. Currencies should be used in accordance with Instructions to bidders. In case of locally produced Service, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item.
2. In case of Contract of imported Service offered Ex-Warehouse/Off-the-Shelf from within the Purchaser's country, the cost of import duties and sales and other taxes already paid shall be shown separately.

SCHEDULE - B: PRICE SCHEDULE (Continued)

Subject: Cost Breakup

SUMMARY OF COST

Service/Item	Amount (Rs.) (inclusive of Tax)
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Supply and Installation of Electrical wiring for PEEF office building	
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Total Price in Words: _____

Signature of Bidder _____

Note: The No of required service/items may increase.

SCHEDULE - B: PRICE SCHEDULE (Continued)

ELECTRICAL WORK DETAILS FOR PEEF OFFICE, TOHKAR NIAZ BAIG, LAHORE.

Sr. No.	Description	Quantity Required	Rate	Tax	Total Cost with Tax
1.	Cable (GM/ Pakistan Cables or Equivalent) 7/52 if required	1 coil			
2.	Cable (GM/ Pakistan Cables or Equivalent) 7/44 if required	2 coils			
3.	Cable (GM/ Pakistan Cables or Equivalent) 7/36 for UPS	10 Coils			
4.	Cable (GM/ Pakistan Cables or Equivalent) 1/44 for earth	1 coil			
5.	Cable (GM/ Pakistan Cables or Equivalent) 7/29	20 Coils			
6.	Cable (GM/ Pakistan Cables or Equivalent) 3/29	36 Coils			
7.	Plate China 8x2	30 plates			
8.	Plate China 6x2	50 plates			
9.	Plate China 2x2	35 plates			
10.	Light Plug (Multi or Equivalent)	350 Plus			
11.	Power Plug (Bush or Equivalent)	50 Plugs			

12.	Ducked Pati 2” (Adamjee / Popular / GM or Equivalent)	50 Pipes			
13.	Ducked Pati 1.5 “(Adamjee / Popular / GM or Equivalent)	100 Pipes			
14.	Ducked Pati 1 “(Adamjee / Popular / GM or Equivalent)	150 Pipes			
15.	Pipe ¾ (Adamjee/Popula/GM or Equivalent)	100 Pipes			
16.	Pipe 1” (Adamjee/Popula/GM or Equivalent)	100 pipes			
17.	Pati ¾ (Adamjee/Popula/GM or Equivalent)	150 Nos.			
18.	Pati 1” (Adamjee/Popula/GM or Equivalent)	200 Nos.			
19.	Wooden Boards	100 Nos.			
20.	Clump ¾	4 packets			
21.	Clump 1”	4 Packets			
22.	Light (Holder+LED Bulbs) 3”	400 Nos.			
23.	100W LED Lights	6 Nos.			
24.	Contractor Sleep 10 A	50 Nos.			
25.	Contractor Sleep 15A	10 nos.			

26.	Tape (each roll contains 12 no.s of tapes)	3 Rolls			
27.	Band ¾	6 Dozen			
28.	Band 1”	6 Dozen			
29.	Gatian (50 each)	20 Packets			
30.	Screws 1 ½ “ (100 Nos. each pack)	8 Packets			
31.	Screws ¾ “(100 Nos. each pack)	6 Packets			
32.	Screws 1” (100 Nos. each pack)	6 Packets			
33.	Washells (500 grams each pack)	10 Packets			
34.	Circuit Breakers 20 A (TERASAKI, LEGRAND, SCHNEIDER or Equivalent)	60 Nos.			
35.	Distribution Panel The panels shall be made with 16 SWG sheet steel housing , powder coated after antirust primers. 24 inches * 36 inches	01 No.			
36.	Comb for D.P.	01 No.			
37.	D.P. Hanger	01 No.			
38.	Neutral Earth	01 No.			
39.	Labour for Installation and Operationalization				
40.	Grand Total				

CONTRACT FORM TEMPLATE

No. PEEF/Proc./2020/

Dated. _____

CONTRACT

By and Between

Punjab Educational Endowment Fund, having its office at Link wahdat raod, near Govt Pilot School for boys, Lahore, through its Authorized Officer,, hereinafter called the **“Purchaser”**, which expression shall include its successors-in-interest, representatives and permitted assignees, of the First Part;

and

M/s., **having its office at**, through authorized person,, hereinafter referred to as **“Service Provider/Contractor”**, which expression shall include its successors-in-interest, representatives and permitted assignees, of the Second Part;

WHEREAS the Purchaser invited Proposals for, hereinafter referred to as **“Goods/Services”** and whereas the Service Provider/Contractor has agreed to provide the Services of to Purchaser, on the rates and details as under;

Sr. No.	Description of Item	Contract Amount (Rs.) (Inclusive of all Taxes)
01	Installation of Electrical Wiring complete in all aspects	

And whereas the Purchaser has accepted bid of the Service Provider/Contractor for, at the above rates and details (according to the bidding document).

NOW THE CONTRACT WITNESS AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as integral part of this Contract.
 - (a) Bidding Document
 - (b) The Conditions of Contract
 - (c) The Notification of Award / letter of Acceptance

This Contract shall prevail over all other contract documents. In the event of any discrepancy or inconsistency within the Contract Documents, the documents shall prevail in the order listed above.

2. In consideration of the payments to be made by the Purchaser to the Service Provider/Contractor as hereinabove mentioned, the Service Provider/Contractor hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity with the requirements in all respects in accordance with the bidding document.
3. The Purchaser hereby covenants to pay the Service Provider/Contractor such rates as provided under this contract, in consideration of the provision of the Services and the remedying of defects therein, at the times and in the manner, as prescribed below:

Payment Schedule:

30 Percent payment on inception

70 percent payment on completion of entire job

4. In case of failure of Service Provider/Contractor in the provision of Services, the Purchaser may initiate the process for any one or all given below;
 1. Black listing as per PPRA Rules
 2. Termination of this contract, after giving one-month notice to the Service Provider/Contractor.
 3. Any other measure available as per law and policy.
5. The Purchaser and the Service Provider/Contractor 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.
6. If, the Purchaser and the Service Provider/Contractor fail to resolve amicably a Contract dispute, either party may, within one month, require that the dispute be referred for resolution by arbitration under the Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with the Act *ibid* and rules made there under. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.
7. Any Addition / deletion in the scope of the work will be against the rates already agreed approved limit of variation as per PPRA Rules with mutual consent.
8. This contract shall be for a period of (60 Days), on the same terms & conditions and rates. The above rates are inclusive of all taxes and valid till the expiry of the contract.

IN WITNESS whereof the parties hereto have caused this Contract to be executed in accordance with their respective laws the day and year first above written.

(PURCHASER)

(SERVICE PROVIDER/CONTRACTOR)

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

Seal: _____

Seal: _____

WITNESS

WITNESS

Signature: _____

Signature: _____

Name: _____

Name: _____

Designation: _____

Designation: _____

CONDITIONS OF CONTRACT

Definitions

In this Contract, the following terms shall be interpreted as indicated:

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

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

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

"Contractor" means the individual or firm / company / authorized dual supplier whose bid has been accepted by the Purchaser and the legal successors, in title to the Contractor.

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

"Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor in accordance with related Clause.

"Defects Liability Period (Warranty Period)" means the period stated in the Schedule A Special Stipulations, following the taking over, during which the Contractor is responsible for making good defects and damage in accordance with related Clause.

"Client" means the specific Punjab Educational Endowment Fund for which the services have been made or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Client for the purposes of the Contract.

"Client's Representative" means any representative of the Client appointed from time to time by the Client.

"Goods" means all the goods if involved in the provision of services which the Contractor is required to supply to the Purchaser under the Contract.

"Purchaser" means the Punjab Educational Endowment Fund, Lahore, Pakistan.

"Services" means services which the Contractor is required to supply to the Purchaser under the Contract.

"Taking-Over Certificate" means the certificate to be given by the Client to the Contractor in accordance with related Clause.

"Works" means all Service (printing and supply) to be provided and work to be done by the Contractor under the Contract.

Headings and Titles

The headings and titles in these Conditions shall not be deemed part thereof or be taken into consideration in the interpretation or construction of the Contract.

Interpretation

Words importing persons or parties shall include firms and corporations and any organization having legal entity. Words importing the singular only also include the plural and vice versa where the context requires.

Periods

In these Conditions "day" means calendar day and week means seven (7) calendar days.

Notice, Consents and Approvals

Wherever in the Contract provision is made for the giving of notice, consent or approval by any person, such consent or approval shall not be unreasonably withheld. Unless otherwise specified, such notice, consent or approval shall be in writing and the word "notify" shall be construed accordingly.

Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

Country of Origin

All Goods and Services supplied under the Contract shall have their origin in eligible member countries.

For purposes of this Clause, "origin" shall be considered to be the place where the Goods produced or from which the Services are supplied.

Standards

The Goods/Services supplied under this Contract shall conform to the authoritative latest standard appropriate to the Goods.

Use of Contract Documents and Information

The Contractor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, pattern, sample or information furnished by or on behalf of the Purchaser.

Non-Disclosure Agreement

The contractor will not disclose or use the data / information provided by PEEF in any way. An NDA in this regard may be required from the contractor by the PEEF.

Patent Rights

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

Inspection

Inspection prior to handing over and at final acceptance are as follows:

The purchaser may send a representative to inspect the execution of work prior to completion of service delivery to ensure conformity to technical specifications. The representative will have the authority to reject any work done which are found to be defective or otherwise not in conformity with the requirements of this contract, and the Supplier shall replace/re do the rejected Service or make all alterations necessary to meet the requirements of the Specifications free of cost to the Purchaser This inspection (if carried out) will not waive the right, of the purchaser to inspect the services at the destination to ensure the same.

Delivery and Documents

Upon completion, the Supplier shall notify the Purchaser the full details of the execution and supplies/services, including details, description of Goods/services, quantity and any other details. The Supplier shall mail the following documents to the Purchaser:

- a) Copies of the Supplier's invoice showing contract execution details' description, quantity, unit and total amount.
- b) Inspection certificate by the supplier, or nominated agency.

Contract Execution

The delivery of the services at the site, shall be completed within the periods stated in the Schedule A Special Stipulations to Bid.

Within the time stated in Schedule A Special Stipulations to Bid, the Contractor shall bound to complete the work as required under the contract.

The services/items/goods shall remain at the risk of the Contractor until the delivery to purchaser is completed.

Transportation

Transport of any items/goods related to completion of service/work, to the place of destination as specified in the Contract shall be arranged and paid for by the Contractor, and the cost thereof shall be included in the Contract Price.

Warranty and Defects Liability Expiry Certificate

The Contractor warrants to the Purchaser that the services provided by the Contractor under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Contractor further warrants that all services/goods provided/supplied under this Contract shall have no defect, arising from design, materials, or workmanship or from any act or omission of the contractor, that may develop under normal use of the supplied goods/services.

This warranty shall remain valid as specified in the Special Stipulations of this document, after the Goods, or any portion thereof, as the case may be, have been Taken Over. This period is hereinafter referred as Warranty Period.

The Client shall promptly notify the Contractor in writing of any claim arising under this warranty.

Upon receipt of such notice, the Contractor shall, within a reasonable period as notified by the Client, repair or replace the defective services/goods or parts thereof in Lahore (Pakistan), without any cost to the Purchaser.

If the Contractor, having been notified, fails to remedy the defect (s) in accordance with the Contract, the Purchaser may proceed to take such remedial action as may be necessary, at the Contractor's risk and cost. The Contractor's warranty is without prejudice to any other rights or remedies which the Purchaser may have against the Contractor under the Contract.

Property in Replaced Components

Any defective component which has been replaced by the Contractor shall become the property of the Contractor as and where it lies.

Defects Liability Expiry Certificate

When the Warranty Period of the services/goods has expired, and the Contractor has fulfilled all his obligations under the Contract for defects in the services/goods and has imparted training if involved, the Client shall issue within four (4) weeks to the Purchaser with a copy to the Contractor a Defects Liability Expiry Certificate to that effect.

Payment Terms

Payment will be made by the Purchaser for completion of services.

The Payment shall be made in Pak. Rupees, shall be made to the supplier under the Contract as specified in the Bid form and Data Sheet.

The Contractor shall submit application for payment to the procuring agency after the completion of the tender. Application shall be accompanied by such invoices, receipts or other documentary evidence as the Client may require.

Payment

The Client shall pay the amount certified within the period stipulated in Schedule-A, Special Stipulations to Bid and Data Sheet, after the date of completion of services .

Prices

Prices charged by the Contractor for Services/items under the Contract shall not vary from the prices quoted by the Contractor in the Price Schedule and Prices shall be fixed and no adjustment shall be allowed in any case.

Assignment

The Contractor shall not assign in whole or in part, its obligations to perform under the Contract. The Supplier shall not subcontract all or any part of the contract.

Extensions in the Contractor's Performance

Delivery of the Service and performance of the Services shall be made by the Contractor in accordance with the Contract Execution Schedule.

If at any time during performance of the Contract, the Contractor should encounter conditions impeding timely delivery of the Goods and performance of Services, the Contractor shall promptly notify the Client in writing of the facts of the delay, the Client shall evaluate the situation and may at its discretion extend the DP.

Except as provided under related Clause, a delay by the Contractor in the performance of its delivery obligations shall render the Contractor liable to the **imposition of liquidated damages**, unless an extension of time is agreed upon without the application of liquidated damages.

Liquidated Damages

If the Contractor fails to deliver any or all of the Services within the time period(s) specified in the Contract, the Purchaser shall without prejudice to any other remedy it may have under the Contract, deduct from the Contract Price as liquidated damages, a sum of money equal to the percentage named in Schedule A Special Stipulations to Bid, of the Contract Value which is attributable to such part of the Services as cannot in consequence of the delay be put to the intended use for every day or part of a day between the scheduled delivery date with any extension of time thereof and the actual delivery date(s) provided that the amount so deducted shall not exceed in the aggregate, the percentage named in the Schedule-A to Bid of the Contract Price.

Termination of contract

The Purchaser may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, terminate the Contract in whole or in part:

- (a) if the Contractor fails to deliver the services within the time period(s) specified in the Contract or
- (b) if the Contractor fails to perform any other obligation(s) under the Contract; and
- (c) if the Contractor, in either of the above circumstances, does not cure its failure within a period of two (2) weeks.

In the event the Purchaser terminates the Contract in whole or in part, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those at the risk and cost of contractor.

Force Majeure

Notwithstanding the provisions of the contract the Contractor shall not be liable for forfeiture of its performance 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.

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

If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof with a copy to the Client. Unless otherwise

directed by the Purchaser in writing, the Contractor 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.

Resolution of Disputes

The Purchaser and the Contractor 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. The dispute be referred for resolution by arbitration under the Rules of Pakistan Arbitration Act 1940, as amended, by one or more arbitrators selected in accordance with said Rules. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

Contract Language

The Contract shall be in the English language, and all documentation related hereto will also be in the English language.

Applicable Law

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

Notice to Contractor

All certificates, notices, instructions or orders to be given to the Contractor by the purchaser or the Client under the terms of the Contractor, shall be served by sending the same by registered post, cable, telex or facsimile transmission to or leaving the same at the Contractor's principal office, or at the Contractor's office in Pakistan or such other addresses as the Contractor shall nominate for the purpose, or may by handing over to the Contractor's representative.

Notice to Purchaser

Any notice to be given to the Purchaser under the terms of the Contract shall be served by sending the same by registered post, telex or facsimile transmission to or leaving the same at the following office:

Manager Administration & HR
The Punjab Educational Endowment Fund (PEEF)
Link Wahdat Road, Lahore.
042-99260051-54 Ext: 115

Notice to Supplier

Any notice to be given to the Supplier under the terms of the Contract shall be sent by post, cable, telex or facsimile transmission or be left at the following addresses:

Taxes and Duties

The Contractor shall be entirely responsible for all taxes/ duties and other such levies imposed outside or inside Pakistan.

Client's Duties

The Client shall carry out the duties specified in the Contract.

Except as expressly stated in the Contract, the Client shall have no authority to relieve the Contractor of any of his obligations under the Contract.

Ownership of Goods

Goods to be supplied pursuant to the Contract shall become the property of the Purchaser when are Taken Over by the Purchaser.

Compliance with Statues and Regulations

The Contractor shall in all matters arising in the performance of the Contract conform in all respects with the provisions of all Central, Provincial and Local Laws, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or

paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.

Waiver

Failure of either party to insist upon strict performance by the other party of any provision of the Contract shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

Instructions to Bidders

DATA SHEET

The PEEF intends to establish a new office and to have Procurement of Services for Electrical wiring for PEEF office building as per detail given below:

Method of selection: <u>Single Stage-One Envelops</u>
Name of assignment: Supplies and Installation of Electrical Wiring for PEEF office building
The PEEF will provide guidance for the services/items required.
The Proposals must remain valid for 60 days after the last date of submission of bid.
Clarifications may be requested not later than 07 days before the submission date. The address for requesting clarifications: <p style="text-align: center;"><u>Manager Administration & HR</u> The Punjab Educational Endowment Fund (PEEF) Link Wahdat Road, Lahore. 042-99260051-54 Ext: 115</p>
The Criteria for Technical evaluation of Proposals is as under; <ol style="list-style-type: none">i. The bidder must have minimum of five (5) year experience in the market (verifiable from certificate of incorporation or Tax Registration)ii. The bidder must be registered with the Income Tax and Sales Tax Departments (Verifiable from Income Tax and Sales Tax registration certificates)iii. Affidavit (on stamp paper) that the firm is not blacklisted or debarred by Public Procurement, Government, Semi-Government, Private, Autonomous body or any other international organization. <p>NOTE: Full compliance to all requirements of criteria is compulsory, any firm not meeting Technical Evaluation Criteria, shall not be considered for Price Evaluation</p>
Proposals shall be submitted in the English language:
Firms should have Government / Semi-Government or private sector clients for similar assignments.

The taxes will be deducted at source from payment of the bidders unless they have Tax Exemption Certificate.

Payment Schedule:

30 Percent payment on inception

70 percent payment after final test run / completion

Defect Liability Period / Warranty Period

01 years Defect Liability Period /warranty period for hardware

Bid Security: As mentioned in Invitation for Bids

Bidder must submit the original proposal duly signed.

The Proposal to be submitted to Admin. Office of PEEF, link wahdat road , Lahore not later than **07th February 2020 at 03:00 PM**

The proposal declared qualified in the Technical Evaluation Criteria, will only be considered for price comparison and the lowest evaluated bidder for each item will be declared successful