

TENDER DOCUMENTS 6th PAKISTAN MEGA LEATHER SHOW 2020

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Tender Notice

TENDER NOTICE

Procurement of Services for Exhibition of Pakistan Mega Leather Show 2020 Bid Reference No: PMLS-6

PFMA Procuring Agency (PA) PTA, PGMEA, PLGMEA with cooperation of TDAP intends to organize the Pakistan Mega Leather Show 2020 in Expo Centre Lahore 27-29 Jan 2020. Sealed bids are invited under Single Stage-Two Envelope Bidding Procedure for Open Competitive Bidding as per PPRA Rules. Bidding Documents can be downloaded from website: www.pakfootwear.org, www.megaleathershow.pk and also from PPRA website: or Bidding Documents in soft format (CD) may also be obtained from the Procuring Agency's office addressed 6-F Rehman Business Centre 32 B III, Gulberg III Lahore (Pakistan) during office hours upon submission of a written application along with copy of their NTN & GST Certificates. All intending bidders are required to deposit tender fee pay order of PKR 2000/- (Non-refundable) in favour of Pakistan Footwear Manufacturers Association. All interested bidders may submit their bids duly signed, stamped & numbered, completed in all respects in two hard copies of both Technical Bid & Financial Bid (one original & one copy) respectively, each sealed in separate envelopes then all placed & sealed in a large envelop enclosing with required Bid Security to the office of Procuring Agency on or before 24th December, 2019 at 1500 hours. The Technical Bids (First part) will be opened at 1530 hours on the 24th December, 2019 in the presence of bidders' representatives who choose to attend the Bid Opening Meeting at the Procuring Agency address above. Financial Bids shall be opened only of the bidders who qualify in technical bids, while financial bids of bidders unsuccessful in technical bids (first part) shall be returned unopened. The bid validity period will be 120 days from the date of opening of Technical Bids. 2% Bid Security in pay order shall be submitted along with Bidding documents & attached with Financial Bid.

A pre-bid meeting shall be held on 16 Dec 2019 at 1100 hours at Pakistan Footwear Manufacturers Association office (addressed above).

(Convenor PMLS -2020)

For any information call +92 3575 0051

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

Note: *These Instructions to Bidders along with Bidding Data will not be part of the Contract and will cease to have effect once the Contract is signed.*

A. GENERAL

IB.1 Scope of Bid

- 1.1 The Procuring Agency as defined in the Bidding Data hereinafter called “the Procuring Agency” wishes to receive bids for the services for exhibition of Pakistan Mega Leather Show 2020 as described in these Bidding Documents, and summarized in the Bidding Data hereinafter referred to as the services for exhibition of Pakistan Mega Leather Show 2020.
- 1.2 The bidding is open to all eligible Services/goods providers/contractors registered with FBR & Government of Punjab as National/International Competitive Bidding as indicated in the Bidding Data.

IB.2 Source of Fund - Not Applicable

IB.3 Eligible Bidders

- 3.1 This Invitation for Bids is open to all Bidders meeting the following requirements:
 - a) A Bidder having the nationality of Pakistan to Bid and having registered with Federal Board of Revenue Pakistan
 - b) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of documents to be used for the procurement of the Services to be rendered under this Invitation for Bids.
 - c) Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization.

IB.4 One Bid per Bidder

- 4.1 Each Bidder shall submit only one bid either by himself, or as a partner in a joint venture. A Bidder who submits or participates in more than one bid will be disqualified.

IB.5 Cost of Bidding

- 5.1 The Bidders shall bear all costs associated with the preparation and submission of their respective bids and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. BIDDING DOCUMENTS

IB.6 Contents of Bidding Documents

6.1 The Bidding Documents, in addition to Tender Notice, are those stated below and should be read in conjunction with any Addenda issued in accordance with Clause IB.8.

1. Instructions to Bidders
2. Bidding Data
3. Annexure-I to Bidding Data (Technical Evaluation Criteria)
4. Form of Technical Bid, Form of Financial Bid and Appendices to Bid
5. Schedules to Bid
 - (i) Price Schedule
 - (ii) Schedule of Payment
 - (iii) Schedule of Delivery
6. Technical Specifications
7. General Conditions of Contract (GCC)
8. Particular Conditions of Contract (PCC)
9. Sample Forms
 - i. Form of Bid Security
 - ii. Form of Performance Security
 - iii. Form of Contract Agreement
 - iv. Form of Advance Mobilization Payment Security

6.2 The bidders are expected to examine carefully the contents of all the above documents. Failure to comply with the requirements of bid submission will be at the Bidder's own risk. Pursuant to Clause IB.27, bids which are not substantially responsive to the requirements of the Bidding Documents will be rejected.

IB.7 Clarification of Bidding Documents

7.1 Any prospective Bidder requiring any clarification (s) in respect of the Bidding Documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Invitation for Bids. The Procuring Agency will respond to any request for clarification which he receives earlier than the time, stated in the Bidding Data, prior to the deadline for submission of bids. Copies of the Procuring Agency's response will be forwarded to all interested bidders that have received the bidding documents, including a description of the enquiry but without identifying its source.

8 Amendment of Bidding Documents

8.1 At any time prior to the deadline for submission of bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by issuing addendum.

8.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub-Clause 6.1 hereof and shall be communicated in writing to all bidders. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.

- 8.3 To afford prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Procuring Agency may extend the deadline for submission of bids in accordance with Clause IB.21

C. PREPARATION OF BIDS

IB.9 Language of Bid

- 9.1 The bid as well as all correspondence and documents related to the bid exchanged by a bidder and the Procuring Agency shall be in the bid language stipulated in the Bidding Data and Particular Conditions of Contract. Supporting documents and printed literature furnished by the Bidders may be in any other language provided the same are accompanied by an accurate translation of the relevant parts in the bid language, in which case, for purposes of evaluation of the bid, the translation in bid language shall prevail.

IB.10 Documents Comprising the Bid

- 10.1 Each Bidder shall:

- a) submit a written power of attorney (on company's letterhead) authorizing the signatory of the bid to act for and on behalf of the Bidder;
- b) submit Form of Technical Bid & Form of Financial Bid (on company's letterhead) as described in Bidding Data
- c) submit documentary evidence established in accordance with IB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted
- d) submit documentary evidence established in accordance with IB Clause 14 that the services to be supplied by the Bidder are in conformity with the bidding documents
- e) furnish & submit a **Technical Proposal/Bid** described in the Technical Evaluation Criteria given as Annexure-I to Bidding Data along with evidence/ relevant documents to demonstrate the adequacy of the bid meeting requirements for timely conduct the event.
- f) furnish & submit a **Financial Proposal/Bid** comprising of Schedule-A i.e. the Price Schedule completed in all respects in accordance with IB Clauses: IB.11 & IB.12
- g) Any other pertinent information

- 10.2 Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

- (a) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners;
- (b) one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (c) the partner-in-charge shall always be duly authorized to deal with the Procuring Agency regarding all matters related with and/or incidental to render the services as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (d) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the

authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and

- (e) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partners without prior written consent of the Procuring Agency.

- 10.3 Bidders shall also submit proposals of services and transportation methods and schedule, in sufficient detail to demonstrate the adequacy of the Bidders' proposals to meet the technical specifications and the completion time referred to in Sub-Clause 1.2 hereof.

IB.11 Bid Prices - Price Schedule

- 11.1 The Bidder shall submit the Price Schedules for services.

- 11.2 Unless stated otherwise in the Bidding Documents, the Contract shall be for the services for exhibition of Pakistan Mega Leather Show 2020 as described in Sub-Clause 1.1 hereof, based on the Price submitted by the bidder.

- 11.3 **Bidders are required to submit along with their financial proposal, all government taxes including GST should also be mentioned & highlighted separately in financial proposal.**

- 11.4 All duties, taxes and other levies payable by the Contractor under the Contract, or for any other cause, as on the date 28 days prior to the deadline for submission of bids shall be included in the rates and prices and the total Bid Price submitted by a Bidder.

- 11.5 The rates and prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to **IB.32**. If, however, in accordance with the Bid Data Sheet, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

IB.12 Currencies of Bid and Payment (Review) 13.1/13.2

- 12.1 The unit rates and the prices shall be quoted by the Bidder entirely in Pak rupees.

IB.13 Documents Establishing the Eligibility of the Bidder

- 13.1 To establish their eligibility in accordance with IB 3, Bidders shall:

- (a) Provide the eligibility documents as per IB Clause 3; and
- (b) If the Bidder is an existing or intended JV in accordance with IB 4.1 and 10.2, submit a copy of the JV Agreement, or a letter of intent to enter into such an Agreement. The respective document shall be signed by all legally authorized signatories of all the parties to the existing or intended JV, as appropriate.

IB.14 Documents Establishing the Conformity of services for exhibition of Pakistan Mega Leather Show 2020 to the Bidding Document

- 14.1 To establish the conformity of the services for exhibition of Pakistan Mega Leather Show 2020 to the Bidding Document, in accordance with IB 1.3.

IB.15 Documents Establishing the Qualification of the Bidder

- 15.1 The documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted, shall establish to the Procuring Agency's satisfaction that the Bidder meets each of the qualification criterion specified in Bidding Documents.

IB.16 Bid Validity

- 16.1 Bids shall remain valid for the period stipulated in the Bidding Data after the Date of Bid Opening specified in Clause IB.24.
- 16.2 In exceptional circumstances, prior to expiry of the original bid validity period, the Procuring Agency may request that the Bidders extend the period of validity for a specified additional period which shall in no case be more than the original bid validity period. The request and the responses thereto shall be made in writing. A Bidder may refuse the request without forfeiting his Bid Security. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his Bid Security for the period of the extension, and in compliance with Clause IB.17 in all respects.

IB.17 Bid Security

- 17.1 Each Bidder shall furnish, as part of his bid, a Bid Security in the amount stipulated in the Bidding Data in Pak Rupees or an equivalent amount in a freely convertible currency.
- 17.2 The Bid Security shall be, at the option of the Bidder, in the form of Deposit at Call or a Bank Guarantee issued by a Scheduled Bank in Pakistan or from a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan or in favour of the Procuring Agency valid for a period 28 days beyond the Bid Validity date.
- 17.3 Any bid not accompanied by an acceptable Bid Security shall be treated as non-responsive by the Procuring Agency & shall be rejected pursuant to IB.32
- 17.4 The bid securities of unsuccessful (technically &/or financially) Bidders will be returned as promptly as possible, as but not later than 28 days after the expiration of the period of Bid Validity.
- 17.5 The Bid Security of the successful Bidder will be returned on completion of the event / exhibition.
- 17.6 The Bid Security may be forfeited:
- (a) if the Bidder withdraws his bid except as provided in Sub-Clause 23.1;
 - (b) if the Bidder does not accept the correction of his Bid Price pursuant to Sub-Clause 29.2 hereof; or
 - (c) In the case of successful Bidder, if he fails within the specified time limit to:
 - (i) furnish the required Performance Security; or
 - (ii) sign the Contract Agreement.

IB.18 Pre-Bid Meeting

- 18.1 The Procuring Agency may, on his own motion or at the request of any prospective Bidder(s), hold a pre-bid meeting to clarify issues and to answer any questions on matters related to the Bidding Documents. The date, time and venue of pre-bid meeting, if convened, is as stipulated in the Bidding Data. All prospective Bidders or their authorized representatives shall be invited to attend such a pre-bid meeting.
- 18.2 The Bidders are requested to submit questions, if any, in writing so as to reach the Procuring Agency not later than seven (7) days before the proposed pre-bid meeting.
- 18.3 Minutes of the pre-bid meeting, including the text of the questions raised and the replies given, will be transmitted without delay to all Bidders. Any modification of the Bidding Documents listed in Sub-Clause 6.1 hereof which may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the issue of an Addendum pursuant to Clause IB.8 and not through the minutes of the pre-bid meeting.
- 18.4 Absence at the pre-bid meeting will not be a cause for disqualification of a Bidder.

IB.19 Format and Signing of Bid

- 19.1 Bidders are particularly directed that the amount entered on the Form of Bid shall be for performing the Contract strictly in accordance with the Bidding Documents.
- 19.2 All Appendices and Schedules to Bid are to be properly completed and signed.
- 19.3 No alteration is to be made in the Form of Bid nor in the Appendices and Schedules thereto except in filling up the blanks as directed. If any such alterations be made or if these instructions be not fully complied with, the bid may be rejected.
- 19.4 Each Bidder shall prepare by filling out the forms completely and without alterations one (1) original and number of copies (of both Technical & Financial proposals), specified in the Bidding Data, of the documents comprising the bid as described in Clause IB.6 and clearly mark them "ORIGINAL" and "COPY" as appropriate. In the event of discrepancy between them, the original shall prevail.
- 19.5 The original and all copies of the bid shall be typed or written in indelible ink (in the case of copies, Photostats are also acceptable) and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder pursuant to Sub- Clauses 10.1(a) and 10.2 hereof. All pages of the bid shall be initialed and stamped by the person or persons signing the bid.

- 19.6 The bid shall contain no alterations, omissions or additions, except to comply with instructions issued by the Procuring Agency, or as are necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the bid.
- 19.7 Bidders shall indicate in the space provided in the Form of Bid their full and proper addresses at which notices may be legally served on them and to which all correspondence in connection with their bids and the Contract is to be sent.
- 19.8 Bidders should retain a copy of the Bidding Documents as their file copy.

D. SUBMISSION OF BIDS

IB.20 Sealing and Marking of Bids

- 20.1 Each Bidder shall submit his bid as under:
- (a) Original and each copy of technical & financial Bid shall be separately sealed and put in separate envelopes and marked as such.
 - (b) The envelopes containing the original and copies will be put in one sealed envelope and addressed/identified as given in Sub- Clause 20.2 hereof.
- 20.2 The inner and outer envelopes shall:
- (a) be addressed to the Procuring Agency at the address provided in the Bidding Data;
 - (b) bear the name and identification number of the Contract as defined in the Bidding Data; and
 - (c) provide a warning not to open before the time and date for bid opening.
- 20.3 In addition to the identification required in Sub- Clause 20.2 hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to Clause IB.22
- 20.4 If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

IB.21 Deadline for Submission of Bids

- 21.1
- (a) Bids must be received by the Procuring Agency at the address specified no later than the time and date stipulated in the Bidding Data.
 - (b) Bids with charges payable will not be accepted, nor will arrangements be undertaken to collect the bids from any delivery point other than that specified above. Bidders shall bear all expenses incurred in the preparation and delivery of bids. No claims will be entertained for refund of such expenses.
 - (c) Where delivery of a bid is by mail and the Bidder wishes to receive an acknowledgment of receipt of such bid, he shall make a request for such acknowledgment in a separate letter attached to but not included in the sealed bid package.

- (d) Upon request, acknowledgment of receipt of bids will be provided to those making delivery in person or by messenger.

21.2 The Procuring Agency may, at his discretion, extend the deadline for submission of bids by issuing an amendment in accordance with Clause IB.8, in which case all rights and obligations of the Procuring Agency and the Bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

IB.22 Late Bids

22.1

- (a) Any bid received by the Procuring Agency after the deadline for submission of bids prescribed in Clause IB.21 will be returned unopened to such bidder.
- (b) Delays in the mail, delays of person in transit, or delivery of a bid to the wrong office shall not be accepted as an excuse for failure to deliver a bid at the proper place and time. It shall be the Bidder's responsibility to determine the manner in which timely delivery of his bid will be accomplished either in person, by messenger or by mail.

IB.23 Modification, Substitution and Withdrawal of Bids

- 231 Any Bidder may modify, substitute or withdraw his bid after bid submission provided that the modification, substitution or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 23.2 The modification, substitution, or notice for withdrawal of any bid shall be prepared, sealed, marked and delivered in accordance with the provisions of Clause IB.20 with the outer and inner envelopes additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL" as appropriate.
- 23.3 No bid may be modified by a Bidder after the deadline for submission of bids except in accordance with Sub-Clauses 23.1 and 28.
- 23.4 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security in pursuance to Clause IB.17.

E. BID OPENING & EVALUATION

IB.24 Bid Opening

Opening of Technical Bids

- 24.1 Technical Bids will be opened first by the Procurement Committee, including withdrawals, substitution and modifications made pursuant to IB.23, on the date & time as notified in Tender Notice in the presence of Bidders' representatives who choose to attend, at the time, date and location stipulated in the Bidding Data. The Bidders' representatives who are present shall sign a register evidencing their attendance
- 24.2 At the end of the evaluation of the Technical Bids, the Procuring Agency will invite only those Bidders who have submitted substantially responsive Technical Bids and who have been determined as Technically Qualified for opening of their Financial Bids/Proposals clearly specifying date, time & venue of the financial bid opening meeting. The Financial Bids of bidders determined as unsuccessful / Dis-Qualified in Technical Evaluation shall be returned unopened

Opening of Financial Bids

- 24.2 While opening of Financial Bids, the Envelopes marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL” shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause IB.23 shall not be opened.
- 24.3 The Bidder’s name, total Bid Price, any discounts, the presence or absence of Bid Security, its amount & issuing bank, and such other details as the Procuring Agency may consider appropriate, will be announced by the Procuring Agency at the opening of Financial Bids.
- 24.4 Procuring Agency shall prepare minutes of the bid opening, including the information disclosed to those present in accordance with the Sub-Clause 24.3.
- 24.5 Any discount offered by the Bidder on its quoted prices, shall only be considered if such discount is either shown on the duly filled-in, signed & stamped Form of Financial Bid
- 24.6 Discounts offered for the period less than the Bid Validity period shall not be considered in evaluation

IB.25 Process to be Confidential

- 25.1 Information relating to the examination, clarification, evaluation and comparison of bid and recommendations for the award of a Contract shall not be disclosed to Bidders or any other person not officially concerned with such process before the announcement of bid evaluation report which shall be done at least ten (10) days prior to issue of Letter of Acceptance. The announcement to all Bidders will include table(s) comprising read out prices, discounted prices, final evaluated prices and recommendations against all the bids evaluated. Any effort by a Bidder to influence the Procuring Agency’s processing of bids or award decisions may result in the rejection of such Bidder’s bid. Whereas any Bidder feeling aggrieved may lodge a written complaint not later than fifteen (15) days after the announcement of the bid evaluation report; however mere fact of lodging a complaint shall not warrant suspension of the procurement process.

IB.26 Clarification of Bids

- 26.1 To assist in the examination, evaluation and comparison of bids, the Procuring Agency may, at his discretion, ask any Bidder for clarification of his bid, including breakdowns of unit rates. The request for clarification and the response shall be in writing but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of the bids in accordance with Clause IB.29.

IB.27 Examination of Bids and Determination of Responsiveness (Technical Evaluation)

- 27.1 Prior to the detailed evaluation of bids, the PA will determine whether each bid is substantially responsive as describe in Bidding Data
- 27.2 A substantially responsive bid is one which (i) meets the eligibility criteria; (ii) has been properly signed; (iii) is accompanied by the required Bid Security; and (iv) conforms to all the terms, conditions and specifications of the Bidding Documents.
- 27.3 If a bid is not substantially responsive, it will be rejected by the Procuring Agency pursuant to IB.32, and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

IB.28 Correction of Errors (Financial Evaluation)

- 28.1 Bids determined to be substantially responsive & technically qualified will be checked by the Procuring Agency for any arithmetic errors. Errors will be corrected by the Procuring Agency as follows:
- (a) where there is a discrepancy between the amounts in figures and in words, the amount in words will govern; and
 - (b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern, unless in the opinion of the Procuring Agency there is an obviously gross misplacement of the decimal point in the unit rate, in which case the line item total as quoted will govern and the unit rate will be corrected.
- 28.2 The amount stated in the Form of Bid will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors and with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected Bid Price, his Bid will be rejected, and the Bid Security shall be forfeited in accordance with Sub-Clause 17.6(b) hereof.

IB.29 Evaluation and Comparison of Bids

- 29.1 The Procuring Agency will evaluate in detail and compare only those Financial Bids determined to be substantially responsive & technically qualified in accordance with Clause IB.27.
- 29.2 In evaluating the Financial Bids, the Procuring Agency will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:
- (a) making any correction for errors pursuant to Clause IB.28.;
 - (b) excluding Provisional Sums and the provision, if any, for contingencies; and
 - (c) making an appropriate adjustment for any other acceptable variation or deviation from specification or performance criteria
- 29.3 The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in Bid evaluation.

IB.30 Post Qualification of the Bidder

In the absence of prequalification, the Procuring agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive Bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in IB.13 and Technical Evaluation Criteria (Annexure-I to Bidding Data)

F. AWARD OF CONTRACT

IB.31 Award Criteria

- 31.1 Subject to Clauses IB.32 and IB.36, the Procuring Agency will award the Contract to the Bidder whose bid has been determined to be technically qualified & substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be eligible in accordance with the provisions of Clause IB.3.
- 31.2 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or *prima facie* evidence of any defect in Firm's or contractor's capacities, may require the Firms or contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not provided that such qualification shall only be laid down after recording reasons therefor in writing. They shall form part of the records of that bid evaluation report.

IB.32 Procuring Agency's Right to ACCEPT any Bid and to REJECT any or all Bids

- 32.1 Notwithstanding Clause IB.31, the Procuring Agency reserves the right to accept or reject any Bid, and to annul the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected Bidders or any obligation except that the grounds for rejection of all bids shall upon request be communicated to any Bidder who submitted a bid, without justification of grounds. Rejection of all bids shall be notified to all Bidders promptly.

IB.33: Notification of Award

- 33.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Procuring Agency will pay the Contractor in consideration of the delivery of results of 6th Pakistan Mega Leather Show by the Contractor as prescribed by the Contract (hereinafter and in the Conditions of Contract called the "Contract Price").
- 33.2 No Negotiation with the Bidder having evaluated as lowest responsive or any other Bidder shall be permitted, however, Procuring Agency may seek clarification in writing to clarify any item in the bid evaluation report; and response of the Bidder shall also be in writing.
- 33.3 The notification of award and its acceptance by the Bidder will constitute the formation of the Contract, binding the Procuring Agency and the Bidder till signing of the formal Contract Agreement.
- 33.4 Upon furnishing by the successful Bidder of a Performance Security, the Procuring Agency will promptly notify the other Bidders that their Bids have been unsuccessful and return their bid securities.

IB.34 Performance Security

- 34.1 The successful Bidder shall furnish to the Procuring Agency a Performance Security 10% of contract amount in the form and the amount stipulated in the Bidding Data and the Conditions of Contract within a period as indicated in Bidding Data.
- 34.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause IB.34.1 or Clauses IB.36 or IB.37 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

IB.35 Signing of Contract Agreement

- 35.1 Within 14 days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, successful bidder shall bring Contract Agreement (as per format given in Tender Documents) on stamp paper of the value as per Stamp Duty Act- latest version, signed and stamped by him for PFMA's signature and stamp

IB.36 General Performance of the Bidders

- 36.1 The Procuring Agency reserves the right to obtain information regarding performance of the bidders on their previously awarded contracts. The Procuring Agency may in case of consistent poor performance of any Bidder as reported by the Procuring Agencies of the previously awarded contracts, inter-alia, reject his bid and proceed in accordance with PPRA Rules to take such action as may be deemed appropriate under the circumstances of the case including black listing of such Bidder and debarring him from participation in future bidding for Pakistan Mega Leather Show.
- 36.2 The Procuring Agency also reserves the right and power to cancel/terminate the contract due to poor performance of running contract in accordance with the clause 35 of GCC.

IB.37 Integrity Pact

- 37.1 The Bidder shall sign and stamp the Integrity Pact provided at Appendix-F to Bid in the Bidding Documents for all Federal Government procurement contracts exceeding Rupees ten million. Failure to provide such Integrity Pact shall make the bidder non-responsive.

IB.38 Instructions not Part of Contract

Bids shall be prepared and submitted in accordance with these Instructions which are provided to assist Bidders in preparing their bids, and do not constitute part of the Bid or the Contract Documents.

IB.39 Margin of Preference

Unless otherwise specified in the Bidding Data, no margin of preference shall apply.

BIDDING DATA

BIDDING DATA

1.1 Name and Address of the Procuring Agency:

Pakistan Footwear Manufacturers Association

6-F Rehman Business Centre 32 B III, Gulberg III, Lahore (Pakistan)

Ph# +92-35750051, Email: pfma@pakfootwear.org

PAKISTAN FOOTWEAR MANUFACTURERS ASSOCIATION

Scope to Organize

6th PAKISTAN MEGA LEATEHR SHOW, 27-29TH JAN'2020 AT LAHORE INT'L EXPO CENTRE, LAHORE

1. Stall Fabricator for Hall 2 & 3 Lahore Expo Centre Lahore

- Hall # 3 Chairs -4 ,Reception Table 1 ,Round Table 1, Spot Lights 6 , Shelves 4, waste basket, which is each booth
- Hall # 2 (PTA), Chairs 4. Reception Table 1, glass round table 1, spotlights 6 , hanging rod of 1 Mtr, each 6, "S" hooks 80, waste basket, which is each booth while 75 Moveable hangers trollies in additional for Hall # 3 to be used for selected booth on their desire.
- Carpet inside of Hall # 2 and 3
- Electric DP's as per requirement / consumption requirement of HALL # 2 and 3 (approx. 25 Nos each)
- Total approximate requirement for Shell Scheme Stand be 100 Nos in each Hall.

2. Media Company for print & Electronic Media Coverage

- Press Conference proposed to be held on Saturday, the 25th January 2020 in any Five Star Hotel in Lahore.
- Inaugural Ceremony coverage
- Event Coverage
- Ads in News Papers (To highlight the Names of leading newspapers as proposed 2 Urdu & 2 English leading newspapers)

3. Reception & Registration

- Exhibitors / Visitors/ Badges for visitors & exhibitors of Hall # 2 and 3 Expo Centre Lahore.

4. Branding / Designing & Publicity

- Indoor Expo Centre
- Streamers on different roads in Lahore (Specimen of streamer with size is attached for facilitation)
- Back Drop Inaugural / Press Conference / Dinner (Previous backdrops are attached to ascertain size for each)
- Branding with Iron
- Branding with wooden

5. Food & beverages & Catering

- Dinner - 1000 person
- Hi-Tea for VVIP 30 persons

6. Air Ticketing / Travel Agent for Foreign Delegates

7. General Order Supplier

- Lifter (3 days) 2 ton for 12 hrs

- Lifter (3 days) 5 ton for 12 hrs
- Mementos for VVIP (20) / VIP QTY 400
- Flower Badges (Qty 25)
- Exhibitor Name Badges with strip for Hall 2 & 3
- Visitor Name Badges with strip lump sum
- Printing of Fair Catalogue of exhibitors (Qty 1500, size 6" x 8.5)
- Video & Still Photography for the entire event.
- LED of 42 Inch in both halls for playing last event video in edited mode
- Any other urgent inquiry supply of items will be charged after approval of Price by the Procuring Agency.
- Interactive Touch Screen with capacity Touch 60 inches.
- Digital Event mobile Application having registration process automation Check In / Check Out, Scheduling, Exhibitors profiling with catalogue, feeds back about events, real time audience response, exhibitors rating, social engagement, Gallery engagements and live streaming of events. Prefer latest technology" view Vue JS" with Cloud Server hybrid Apps.
- Bar coded "wrist bands" for exhibitors & delegates. Qty 100

8. A Trend Gallery will be designed by Pakistan Institute of Fashion and Design where products of entire Leather Sectors will be placed. It will be located at Main Entrance of Hall No. 2 which will provide a great opportunity for all exhibitors to show case their best products at one place. It will provide an ideal opportunity for the buyers / importers and traders visiting our exhibition to have a look at the fantastic variety of Pakistani products. Size of Trend Gallery will be approximately 36 sqft. Scope of work includes construction of shell scheme as per design to show case 20 to 25 products of exhibitors from Leather Industry includes Tanners, Gloves, Jackets & Footwear.

2.1 National/International competitive Bidding

Bidding is open to National competition as per PPRA Rules-with amendments till to date.

2.1-a Source of Financing/Funding Agency:

The project is partially financed from Export Development Fund.

2.1-b Amount and type of financing: *Not Applicable*

6.1 Location of Delivery

Pakistan Footwear Manufacturers Association / Expo Centre Lahore

8.1 Time limit for clarification:

Bidders may seek clarification in writing at least three (03) days before Pre-Bid Meeting.

10.1 Bid language:

English.

11.1 (b) Form of Technical Bid

The Bidder shall furnish & complete the Form of Technical Bid as per format given in Tender Documents on company's original letterhead and submitted along with Technical

Form of Financial Bid

The Bidder shall furnish & complete the Form of Financial Bid indicating total price of services to be rendered with detail of any discounts offered by bidders as per format given in Tender Documents on company's original letterhead and submitted with Financial Proposal duly signed & stamped by the authorized signatory/person of the company.

Both forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

11.1 (d) Prequalification Information to be updated: *Not Applicable*

11.1 (g) Furnish Technical Proposal:

Each bidder has to submit a Technical Proposal containing all the required information/data as described in the Technical Evaluation Criteria given as Annexure-1 to Bidding Data.

11.1 (h) Furnish Financial Proposal:

Each bidder has to submit Financial Proposal/Bid comprising of:

- i) Form of Financial Bid (as per Sub-Clause 11.1 (b) indicated above)*
- ii) Price Schedule (completed in all respects & in accordance with IB.13)*

12.1 Classification of Event Exhibition:

Services for Exhibition of Pakistan Mega Leather Show 2020.

13.1 Bidders to quote entirely in Pak. Rupees only

18.1 Period of Bid Validity: 120 Days after the date of opening of Financial Bids

19.1 Amount of Bid Security:

All bids must be accompanied by Bid Security sealed in separate envelopes and enclosed with Financial Proposals of the amounts stipulated as under:

Total Bid Security = 2% of quoted bid amount in two portions as below:

Bid Securities of required amount (as mentioned above) shall be irrevocable & cashable on-demand and are required to be furnished in Pak Rupees or an equivalent amount in a freely convertible currency in the form of Pay Order/Demand Draft/Deposit at Call or a Bank Guarantee issued by any scheduled Bank of Pakistan or by a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favour of Procuring Agency

(Account Title: "Pakistan Footwear Manufacturers Association" and must be delivered to PFMA office addressed above which should be valid till 30 days beyond the bid validity Period

21.1 Venue, time, and date of the Pre-Bid Meeting (if called):

Venue: Pakistan Footwear Manufacturers Association
6- F Rehman Business Centre 32 B III, Gulberg III, Lahore
Ph # +92-3575 0051, Email: pfma@pakfootwear.org

Time & Date: As Notified in Tender Notice

22.4 Number of copies of the Bid to be completed and returned:

One (01) Original plus one (01) copy of all tender documents for both technical & financial bids.

23.1 Submission of Bids

The bids shall be prepared and submitted as per “Single Stage Two Envelope” bidding procedure as per PPRA Rules.

23.2(a) Employer's address for the purpose of Bid submission:

**Pakistan Footwear Manufacturers Association
6-F Rehman Business Centre 32 B III, Gulberg III, Lahore,
Pakistan**

Ph: +92-3575 0051

23.2(b) Name and Number of the Contract:

Services for exhibition of Pakistan Mega Leather Show 2020

24.1(a) Deadline for submission of bids:

As notified in Tender Notice

27.1 Venue, time, and date of opening of Technical Bids:

Venue: Office of Pakistan Footwear Manufacturers Association
P.O Box No 6-F Rehman Business Centre 32 BIII, Gulberg III, Lahore
(Pakistan)
Ph# +92-3575 0051

Date: *As notified in NIT*

Time for opening of Technical Bids: *As notified in NIT*

27.2 Venue, time, and date of opening of Financial Bids:

Financial Bid will be opened of technically approved bidder.

Venue: Office of Pakistan Footwear Manufacturers Association
P.O Box No 6-F Rehman Business Centre 32 BIII, Gulberg III, Lahore
(Pakistan)
Ph# +92-3575 0051

Date: *will be notified to responsive bidders after evaluation of Technical Bids*

Time for opening of Financial Bids: will be notified to responsive bidders after evaluation of Technical Bids within Bid Validity period

30.1 Technical Evaluation

All the Technical Proposals shall be evaluated in accordance with the Technical Evaluation Criteria (attached as Annexure-I to Bidding Data) in order to determine whether each bid is substantially responsive to the requirements of the Bidding Documents & technically qualified to perform the contract.

At the end of the evaluation of the Technical Bids, the Procuring Agency will invite only those Bidders who have submitted substantially responsive Technical Bids and who have been determined as Technically Qualified for opening of their Financial Bids/Proposals. The Financial Bids of bidders determined as unsuccessful / Dis-Qualified in Technical Evaluation shall be returned unopened

35.2 Percentage (%) of Increase /Decrease in services of items only 15% increase is allowed as per PPRA rules.

37.1 Performance Security acceptable to the Employer:

The successful Bidder shall furnish a Performance Security in the form of unconditional on-demand Bank Guarantee issued by any Scheduled Bank in Pakistan which shall be equal to 10% of Contract Amount stated in the Letter of Award/ Acceptance & submit to PAKISTAN FOOTWEAR MANUFACTURERS ASSOCIATION within a period of 15 days after the receipt of Letter of Acceptance.

37.1 Validity of Performance Security:

Performance Security shall be valid up to the completion of 6th Pakistan Mega Leather Show 2020.

38.1 Signing of Contract Agreement:

Within fourteen (14) days from the date of furnishing acceptable Performance Security as indicated above, the successful bidder shall bring Contract Agreement (as per format given in Tender Documents) on stamp paper of the value as per Stamp Duty Act- latest version, signed and stamped by him for PFMA's signature and stamp.

TECHNICAL EVALUATION CRITERIA FOR STALL FABRICATOR

5.1 Eligibility Criteria

- a. Applicant must be registered as Sole Proprietor/AOP/Firm.
- b. Applicant must have income tax registration.
- c. Applicant has never been black listed with any Government Organization.
- d. Must have relevant experience for at least 2 years.

**TECHNICAL EVALUATION CRITERIA FOR MEDIA COMPANY FOR
PRINT & ELECTRONIC MEDIA COVERAGE**

5.2 Eligibility Criteria

- a. Applicant must be registered as Sole Proprietor/AOP/Firm.
- b. Applicant must have income tax registration.
- c. Applicant has never been black listed with any Government Organization.
- d. Must have relevant experience for at least 2 years.
- e. Must be registered with PID and member of APNS

**TECHNICAL EVALUATION CRITERIA FOR RECEPTION &
REGISTRATION**

5.3 Eligibility Criteria

- a. Applicant must be registered as Sole Proprietor/AOP/Firm.
- b. Applicant must have income tax registration.
- c. Applicant has never been black listed with any Government Organization.
- d. Must have relevant experience for at least 2 years.

TECHNICAL EVALUATION CRITERIA FOR BRANDING / DESIGNING & PUBLICITY

5.4 Eligibility Criteria

- a. Applicant must be registered as Sole Proprietor/AOP/Firm.
- b. Applicant must have income tax registration.
- c. Applicant has never been black listed with any Government Organization.
- d. Must have relevant experience for at least 2 years.
- e. Must be registered as marketing firm

TECHNICAL EVALUATION CRITERIA FOR FOOD & BEAVERAGES CATERING

5.5 Eligibility Criteria

- a. Applicant must be registered as Sole Proprietor/AOP/Firm.
- b. Applicant must have income tax registration.
- c. Applicant has never been black listed with any Government Organization.
- d. Must have relevant experience for at least 2 years.
- e. Must be registered as catering services.

TECHNICAL EVALUATION CRITERIA FOR AIR TICKETING / TRAVEL AGENT

5.7 Eligibility Criteria

- a. Applicant must be registered as Sole Proprietor/AOP/Firm.
- b. Applicant must have income tax registration.
- c. Applicant has never been black listed with any Government Organization.
- d. Must have relevant experience for at least 2 years.
- e. Must be registered with IATTA.

TECHNICAL EVALUATION CRITERIA FOR GENERAL ORDER SUPPLIER

5.8 Eligibility Criteria

- a. Applicant must be registered as Sole Proprietor/AOP/Firm.
- b. Applicant must have income tax registration.
- c. Applicant has never been black listed with any Government Organization.
- d. Must have relevant experience for at least 2 years.
- e. Must have experience as General Order Supplier to any Event Organizer / Organization/ firm who had been organizing Exhibitions in Lahore Expo Centre.

TECHNICAL EVALUATION CRITERIA FOR TREND GALLERY

5.9 Eligibility Criteria

- a. Applicant must be registered as Sole Proprietor/AOP/Firm.
- b. Applicant must have income tax registration.
- c. Applicant has never been black listed with any Government Organization.
- d. Must have relevant experience for at least 2 years

Please Note:

1. Applicant has to score minimum 70 marks
2. Applicant must provide all the required documents as an evidence against each evaluation

Table 1: Distribution of Marks

Sr. No.	Category	Weightage/Marks
1.	Organization Profile	10
2.	Experience Record	40
3.	Personnel Capabilities	20
4.	Financial Soundness	30

TECHNICAL EVALUATION CRITERIA FOR STALL FABRICATOR			
<i>Sr.no</i>	<i>Description</i>	<i>Max Points</i>	
A	ORGANIZATIONA PROFILE		<i>Details of points</i>
1	Years since Income tax Payer	10	3 years OR MORE = 10 Points 1 to 3 = 5 Points Less than 1 Year: 0 Points
	Sub-total	10	
B	EXPERIENCE RECORD		
1	Projects of similar nature Exhibition in Pakistan completed during past 10 years.	20	10 or more projects: 20 Points 5-10 projects = 10 points 0-5 projects = 5 points No project =0 points
2	Projects of similar nature in hand	10	3 or more projects: 10 Points 1 to 2 Projects: 5 Points No project = 0 pints
3	Experience of same nature project done abroad	10	Yes : 10 Points No: 0 Points
	Sub-total:	40	
C	PERSONNEL CAPABILITIES		
	Number of Experts with Master degree or Graduation in the category of business applied.	10	Master Degree 1 or More 5 points Graduate 3 or More than 3 : 5 points Graduate less than 3 : 3 points, No Graduate : 0 points
2	Experience of Experts with Master degree		Master Degree with 5 Years or more: 5 Points
	Experience of Experts with Graduate Degree	10	Graduation with 5 years or more : 5 Points
	Sub-total:	20	
D	FINANCIAL SOUNDNESS		
1	Average Annual Turnover in Millions in last three years	30	More than 3 Million = 30 Points More than 1.5 to 2.9 Million = 25 Points More than 1 to 1.49 Million = 20Points More than 0.5 to 0.9 Million = 05 Points Less than 0.5 Million = 2 Points
	Sub-total:	30	
	TOTAL	100	

TECHNICAL EVALUATION CRITERIA FOR MEDIA COMPANY			
<i>Sr.no</i>	<i>Description</i>	<i>Max Points</i>	<i>Details of points</i>
A	ORGANIZATIONA PROFILE		
1	Years since Income tax Payer	10	3 years OR MORE = 10 Points 1 to 3 = 5 Points Less than 1 Year: 0 Points
	Sub-total	10	
B	EXPERIENCE RECORD		
1	Projects of similar nature Exhibition in Pakistan completed during past 10 years.	20	10 or more projects: 20 Points 5-10 projects = 10 points 0-5 projects = 5 points No project =0 points
2	Projects of similar nature in hand	10	3 or more projects: 10 Points 1 to 2 Projects: 5 Points No projects = 0 points
3	Experience of same nature project done abroad	10	Yes : 10 Points No: 0 Points
	Sub-total:	40	
C	PERSONNEL CAPABILITIES		
	Number of Experts with Master degree or Graduation in the category of business applied.	10	Master Degree 1 or More 5 points Graduate 3 or More than 3 : 5 points Graduate less than 3 : 3 points, No Graduate : 0 points
2	Experience of Experts with Master degree		Master Degree with 5 Years or more: 5 Points
	Experience of Experts with Graduate Degree	10	Graduation with 5 years or more : 5 Points
	Sub-total:	20	
D	FINANCIAL SOUNDNESS		
1	Average Annual Turnover in Millions in last three years	30	More than 3 Million = 30 Points More than 1.5 to 2.9 Million = 25 Points More than 1 to 1.49 Million = 20Points More than 0.5 to 0.9 Million = 05 Points Less than 0.5 Million = 2 Points
	Sub-total:	30	
	TOTAL	100	

TECHNICAL EVALUATION CRITERIA FOR RECEPTION / REGISTRATION			
Sr.no	Description	Max Points	Details of points
A	ORGANIZATIONA PROFILE		
1	Years since Income tax Payer	10	3 years OR MORE = 10 Points 1 to 3 = 5 Points Less than 1 Year: 0 Points
	Sub-total	10	
B	EXPERIENCE RECORD		
1	Projects of similar nature Exhibition in Pakistan completed during past 10 years.	20	10 or more projects: 20 Points 5-10 projects = 10 points 0-5 projects = 5 points No project =0 points
2	Projects of similar nature in hand	10	3 or more projects: 10 Points 1 to 2 Projects: 5 Points No project = 0 pints
3	Experience of same nature project done abroad	10	Yes : 10 Points No: 0 Points
	Sub-total:	40	
C	PERSONNEL CAPABILITIES		
	Number of Experts with Master degree or Graduation in the category of business applied.	10	Master Degree 1 or More 5 points Graduate 3 or More than 3 : 5 points Graduate less than 3 : 3 points, No Graduate : 0 points
2	Experience of Experts with Master degree		Master Degree with 5 Years or more: 5 Points
	Experience of Experts with Graduate Degree	10	Graduation with 5 years or more : 5 Points
	Sub-total:	20	
D	FINANCIAL SOUNDNESS		
1	Average Annual Turnover in Millions in last three years	30	More than 3 Million = 30 Points More than 1.5 to 2.9 Million = 25 Points More than 1 to 1.49 Million = 20Points More than 0.5 to 0.9 Million = 05 Points Less than 0.5 Million = 2 Points
	Sub-total:	30	
	TOTAL	100	

TECHNICAL EVALUATION CRITERIA FOR BRANDING & DESIGNING			
Sr.no	Description	Max Points	Details of points
A	ORGANIZATIONA PROFILE		
1	Years since Income tax Payer	10	3 years OR MORE = 10 Points 1 to 3 = 5 Points Less than 1 Year: 0 Points
	Sub-total	10	
B	EXPERIENCE RECORD		
1	Projects of similar nature Exhibition in Pakistan completed during past 10 years.	20	10 or more projects: 20 Points 5-10 projects = 10 points 0-5 projects = 5 points No project =0 points
2	Projects of similar nature in hand	10	3 or more projects: 10 Points 1 to 2 Projects: 5 Points No project = 0 pints
3	Experience of same nature project done abroad	10	Yes : 10 Points No: 0 Points
	Sub-total:	40	
C	PERSONNEL CAPABILITIES		
	Number of Experts with Master degree or Graduation in the category of business applied.	10	Master Degree 1 or More 5 points Graduate 3 or More than 3 : 5 points Graduate less than 3 : 3 points, No Graduate : 0 points
2	Experience of Experts with Master degree		Master Degree with 5 Years or more: 5 Points
	Experience of Experts with Graduate Degree	10	Graduation with 5 years or more : 5 Points
	Sub-total:	20	
D	FINANCIAL SOUNDNESS		
1	Average Annual Turnover in Millions in last three years	30	More than 3 Million = 30 Points More than 1.5 to 2.9 Million = 25 Points More than 1 to 1.49 Million = 20Points More than 0.5 to 0.9 Million = 05 Points Less than 0.5 Million = 2 Points
	Sub-total:	30	
	TOTAL	100	

TECHNICAL EVALUATION CRITERIA FOR FOOD & BEAVRAGES			
<i>Sr.no</i>	<i>Description</i>	<i>Max Points</i>	
A	ORGANIZATIONA PROFILE		<i>Details of points</i>
1	Years since Income tax Payer	10	3 years OR MORE = 10 Points 1 to 2 = 5 Points Less than 1 Year: 0 Points
	Sub-total	10	
B	EXPERIENCE RECORD		
1	Projects of similar nature Exhibition in Pakistan completed during past 10 years.	20	10 or more projects: 20 Points 5-10 projects = 10 points 0-5 projects = 5 points No project =0 points
2	Projects of similar nature in hand	10	3 or more projects: 10 Points 1 to 2 Projects: 5 Points No project = 0 pints
3	Experience of same nature project done abroad	10	Yes : 10 Points No: 0 Points
	Sub-total:	40	
C	PERSONNEL CAPABILITIES		
	Number of Experts with Master degree or Graduation in the category of business applied.	10	Master Degree 1 or More 5 points Graduate 3 or More than 3 : 5 points Graduate less than 3 : 3 points, No Graduate : 0 points
	Experience of Experts with Master degree		Master Degree with 5 Years or more: 5 Points
2	Experience of Experts with Graduate Degree	10	Graduation with 5 years or more : 5 Points
	Sub-total:	20	
D	FINANCIAL SOUNDNESS		
1	Average Annual Turnover in Millions in last three years	30	More than 3 Million = 30 Points More than 1.5 to 2.9 Million = 25 Points More than 1 to 1.49 Million = 20Points More than 0.5 to 0.9 Million = 05 Points Less than 0.5 Million = 2 Points
	Sub-total:	30	
	TOTAL	100	

TECHNICAL EVALUATION CRITERIA FOR AIR TICKETING			
<i>Sr.no</i>	<i>Description</i>	<i>Max Points</i>	<i>Details of points</i>
A	ORGANIZATIONA PROFILE		
1	Years since Income tax Payer	10	3 years OR MORE = 10 Points 1 to 2 = 5 Points Less than 1 Year: 0 Points
	Sub-total	10	
B	EXPERIENCE RECORD		
1	Projects of similar nature Exhibition in Pakistan completed during past 10 years.	20	10 or more projects: 20 Points 5-10 projects = 10 points 0-5 projects = 5 points No project =0 points
2	Projects of similar nature in hand	10	3 or more projects: 10 Points 1 to 2 Projects: 5 Points No project = 0 pints
3	Experience of same nature project done abroad	10	Yes : 10 Points No: 0 Points
	Sub-total:	40	
C	PERSONNEL CAPABILITIES		
	Number of Experts with Master degree or Graduation in the category of business applied.	10	Master Degree 1 or More 5 points Graduate 3 or More than 3 : 5 points Graduate less than 3 : 3 points, No Graduate : 0 points
2	Experience of Experts with Master degree		Master Degree with 5 Years or more: 5 Points
	Experience of Experts with Graduate Degree	10	Graduation with 5 years or more : 5 Points
	Sub-total:	20	
D	FINANCIAL SOUNDNESS		
1	Average Annual Turnover in Millions in last three years	30	More than 3 Million = 30 Points More than 1.5 to 2.9 Million = 25 Points More than 1 to 1.49 Million = 20Points More than 0.5 to 0.9 Million = 05 Points Less than 0.5 Million = 2 Points
	Sub-total:	30	
	TOTAL	100	

TECHNICAL EVALUATION CRITERIA FOR GENERAL ORDER SUPPLIERS			
<i>Sr.no</i>	<i>Description</i>	<i>Max Points</i>	<i>Details of points</i>
A	ORGANIZATIONA PROFILE		
1	Years since Income tax Payer	10	3 years OR MORE = 10 Points 1 to 2 = 5 Points Less than 1 Year: 0 Points
	Sub-total	10	
B	EXPERIENCE RECORD		
1	Projects of similar nature Exhibition in Pakistan completed during past 10 years.	20	10 or more projects: 20 Points 5-10 projects = 10 points 0-5 projects = 5 points No project =0 points
2	Projects of similar nature in hand	10	3 or more projects: 10 Points 1 to 2 Projects: 5 Points No project = 0 pints
3	Experience of same nature project done abroad	10	Yes : 10 Points No: 0 Points
	Sub-total:	40	
C	PERSONNEL CAPABILITIES		
	Number of Experts with Master degree or Graduation in the category of business applied.	10	Master Degree 1 or More 5 points Graduate 3 or More than 3 : 5 points Graduate less than 3 : 3 points, No Graduate : 0 points
2	Experience of Experts with Master degree		Master Degree with 5 Years or more: 5 Points
	Experience of Experts with Graduate Degree	10	Graduation with 5 years or more : 5 Points
	Sub-total:	20	
D	FINANCIAL SOUNDNESS		
1	Average Annual Turnover in Millions in last three years	30	More than 3 Million = 30 Points More than 1.5 to 2.9 Million = 25 Points More than 1 to 1.49 Million = 20Points More than 0.5 to 0.9 Million = 05 Points Less than 0.5 Million = 2 Points
	Sub-total:	30	
	TOTAL	100	

TECHNICAL EVALUATION CRITERIA FOR ELECTRIC & PRINT MEDIA			
<i>Sr.no</i>	<i>Description</i>	<i>Max Points</i>	
A	ORGANIZATIONA PROFILE		<i>Details of points</i>
1	Years since Income tax Payer	10	3 years OR MORE = 10 Points 1 to 2 = 5 Points Less than 1 Year: 0 Points
	Sub-total	10	
B	EXPERIENCE RECORD		
1	Projects of similar nature Exhibition in Pakistan completed during past 10 years.	20	10 or more projects: 20 Points 5-10 projects = 10 points 0-5 projects = 5 points No project =0 points
2	Projects of similar nature in hand	10	3 or more projects: 10 Points 1 to 2 Projects: 5 Points No project = 0 pints
3	Experience of same nature project done abroad	10	Yes : 10 Points No: 0 Points
	Sub-total:	40	
C	PERSONNEL CAPABILITIES		
	Number of Experts with Master degree or Graduation in the category of business applied.	10	Master Degree 1 or More 5 points Graduate 3 or More than 3 : 5 points Graduate less than 3 : 3 points, No Graduate : 0 points
2	Experience of Experts with Master degree		Master Degree with 5 Years or more: 5 Points
	Experience of Experts with Graduate Degree	10	Graduation with 5 years or more : 5 Points
	Sub-total:	20	
D	FINANCIAL SOUNDNESS		
1	Average Annual Turnover in Millions in last three years	30	More than 3 Million = 30 Points More than 1.5 to 2.9 Million = 25 Points More than 1 to 1.49 Million = 20Points More than 0.5 to 0.9 Million = 05 Points Less than 0.5 Million = 2 Points
	Sub-total:	30	
	TOTAL	100	

TECHNICAL EVALUATION CRITERIA FOR TREND GALLERY			
<i>Sr.no</i>	<i>Description</i>	<i>Max Points</i>	<i>Details of points</i>
A	ORGANIZATIONA PROFILE		
1	Years since Income tax Payer	10	3 years OR MORE = 10 Points 1 to 2 = 5 Points Less than 1 Year: 0 Points
	Sub-total	10	
B	EXPERIENCE RECORD		
1	Projects of similar nature Exhibition in Pakistan completed during past 10 years.	20	10 or more projects: 20 Points 5-10 projects = 10 points 0-5 projects = 5 points No project =0 points
2	Projects of similar nature in hand	10	3 or more projects: 10 Points 1 to 2 Projects: 5 Points No project = 0 pints
3	Experience of similar nature project done abroad	10	Yes : 10 Points No: 0 Points
	Sub-total:	40	
C	PERSONNEL CAPABILITIES		
	Number of Experts with Master degree or Graduation in the category of business applied.	10	Master Degree 1 or More 5 points Graduate 3 or More than 3 : 5 points Graduate less than 3 : 3 points, No Graduate : 0 points
2	Experience of Experts with Master degree		Master Degree with 5 Years or more: 5 Points
	Experience of Experts with Graduate Degree	10	Graduation with 5 years or more : 5 Points
	Sub-total:	20	
D	FINANCIAL SOUNDNESS		
1	Average Annual Turnover in Millions in last three years	30	More than 3 Million = 30 Points More than 1.5 to 2.9 Million = 25 Points More than 1 to 1.49 Million = 20Points More than 0.5 to 0.9 Million = 05 Points Less than 0.5 Million = 2 Points
	Sub-total:	30	
	TOTAL	100	

5.5 Evaluation Criteria

Please Note:

1. Applicant has to score minimum 70 marks
2. Applicant must provide all the required documents as evidence.

**FORM OF TECHNICAL BID,
FORM OF FINANCIAL BID
AND
APPENDICES TO BID**

Form of Technical Bid

[The Form of Technical Bid must be reproduced as per format given hereunder on the company's original letter head and submitted at the time of Submission of Bids]

Date: _____

Bid Reference No. _____
(Name of Contract)

To:

Gentleman,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: _____
- (b) We offer to conduct 6th Pakistan Mega Leather Show in conformity with the Bidding Document and in accordance with the scope of work to organize 6th Pakistan Mega Leather Show 27- 29 Jan 2020.
- (c) Our Bid shall be valid for a period of ____ [number] days from the date fixed for the opening of financial bids in accordance with the Bidding Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our Bid is accepted, we commit to furnish a Performance Security in accordance with PPRA Rules as mentioned in clause IB-34 for the amount of **10%** of the Contract Price for the due performance of the Contract;
- (e) Our firm, including any subcontractors or Firms for any part of the Contract, have nationalities from the following eligible countries _____;
- (f) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;
- (g) Our firm, its affiliates or subsidiaries, including any subcontractors or Firms for any part of the Contract, has not been declared ineligible by the Procuring Agency;
- (h) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

(i)

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

- (j) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (k) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (l) We agree to permit the Procuring Agency or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Bank.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Witness:

Name: _____

Signature: _____

Address: _____

Occupation: _____

Form of Financial Bid

[The Form of Financial Bid must be reproduced as per format given hereunder on the company's original letter head and submitted at the time of Submission of Bids]

Date: _____

Bid Reference No. _____
(Name of Contract)

To:

Gentleman,

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: _____
- (b) We offer to conduct 6th Pakistan Mega Leather Show in conformity with the Bidding Document and in accordance with the scope of work to organize 6th Pakistan Mega Leather Show 27-29 Jan 2020.
- (c) The total price of our Bid, inclusive of all government Taxes excluding any discounts offered in item (d) below is: _____;
- (d) The discounts offered and the methodology for their application are: _____

_____;
- (e) Our Bid shall be valid for a period of ____ [number] days from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our Bid is accepted, we commit to furnish a Performance Security in accordance with PPRA Rules as mentioned in clause IB-35 for the amount of 10% of the Contract Price for the due performance of the Contract;
- (g) Our firm, including any subcontractors or Firms for any part of the Contract, have nationalities from the following eligible countries _____;
- (h) We are not participating, as Bidders, in more than one Bid in this bidding process, other than alternative offers in accordance with the Bidding Document;
- (i) Our firm, its affiliates or subsidiaries, including any subcontractors or Firms for any part of the Contract, has not been declared ineligible by the Procuring Agency;

- (j) The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract:

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate "none.")

- (k) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (m) We agree to permit the Procuring Agency or its representative to inspect our accounts and records and other documents relating to the bid submission and to have them audited by auditors appointed by the Bank.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____

Witness:

Name: _____

Signature: _____

Address: _____

Occupation: _____

Appendix-A to Bid

METHOD OF ASSURING QUALITY OF SERVICES

[The Bidder is required to submit a narrative outlining the method of assuring quality of services
The narrative should indicate in detail and include but not be limited to:

1. Organization Chart indicating head office and field office personnel involved in quality assurance.
3. Mobilization in Pakistan, the type of facilities including personnel accommodation, office accommodation, provision for maintenance and for storage, communications, security and other services to be used.
4. The procedures for providing services.
5. And all other data as mentioned in Technical Evaluation criteria

**ORGANIZATION CHART
OF FIRM / VENDOR**

Appendix-C to Bid

(INTEGRITY PACT)

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY
THE FIRMS OF GOODS, SERVICES & WORKS IN CONTRACTS WORTH

Contract No. _____ Dated _____

Contract Value: *[To be filled in at the time of signing of*

Contract] Contract Title: _____

..... **[name of firm]** hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan (GoP) or any administrative subdivision or agency thereof or any other entity owned or controlled by GoP through any corrupt business practice.

Without limiting the generality of the foregoing, **[name of firm]** represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[name of firm] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[name of firm] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, **[name of firm]** agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by **[name of firm]** as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

Name of Firm:

Name :

Signature:

Signature:

[Seal]

[Seal]

SCHEDULES TO BID

Schedule -A

Price Schedule for Stall Fabricator

Item	Description	QTY	Amount PKR Per Stall	Inclusive of all Govt Taxes PKR
	Summary of Stall Fabricator			
	<ul style="list-style-type: none"> Hall # 3 (PFMA) Chairs -4 ,Reception Table 1 ,Round Glass Table 1, Spot Lights 6 , Shelves 4, waste basket 1 , which is for each booth Hall # 2 (PTA), Chairs 4. Reception Table 1, glass round table 1, spotlights 6 , hanging rod of 1 Mtr, each 6, "S" hooks 80, waste basket 1 , which is for each booth while 75 Moveable hangers trollies in additional for Hall # 3 to be used for selected booth on their desire. Carpet inside of Hall # 2 and 3 Electric DP's as per requirement / consumption requirement of HALL # 2 and 3 (approx. 25 Nos each) Total approximate requirement for Shell Scheme Stand be 100 Nos in each Hall. Quote price per shell payment will be made as per actual fabrication. Quantities / Booths 	200 approximate		
	Total			

Name: _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____.

Price Schedule for Media Company for Print & Electronic Media Coverage

<i>Item</i>	<i>Description</i>	<i>No of Publications</i>	<i>Amount PKR</i>	<i>Inclusive of all Govt Taxes PKR</i>
	<i>Summary of Media company for Print & Electronic Media Coverage</i>			
	<ul style="list-style-type: none"> ➤ Press Conference proposed to be held on Saturday, the 25th January 2020 in any Five Star Hotel in Lahore. ➤ Inaugural Ceremony coverage ➤ Event Coverage ➤ Ads in News Papers (to highlight the Name of leading newspapers as proposed 2 Urdu & 2 English leading newspaper. Quote Price list with sizes & offer discount in % age of list price of each Newspaper 			
	<i>Total</i>			

Name: _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____.

Price Schedule for Reception & Registration

<i>Item</i>	<i>Description</i>	<i>Amount PKR</i>	<i>Inclusive of all Govt Taxes PKR</i>
	<i>Summary of Reception & Registration</i>		
	Reception & Registration ➤ Exhibitors / Visitors/ Badges for visitors & exhibitors of Hall # 2 and 3 Expo Centre Lahore. Qty Approximate 3000		
	<i>Total</i>		

Name: _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____.

Price Schedule for Branding / Designing & Publicity

<i>Item</i>	<i>Description</i>	<i>Amount PKR</i>	<i>Inclusive of all Govt Taxes PKR</i>
	<i>Summary of Branding / Designing & Publicity</i>		
	Branding / Designing & Publicity <ul style="list-style-type: none"> ➤ Indoor Expo Centre ➤ Streamers on different roads in Lahore (Specimen of streamer with size is attached for facilitation) (3x5 sqft) ➤ Back Drop Inaugural / Press Conference / Dinner (Previous backdrops are attached to ascertain size for each 20 x 10 Sqft) ➤ VINYL ➤ X-Standy ➤ Normal Rate per Sqft ➤ Quote price per Sqft payment will be made as per actual quantity. ➤ Branding with Iron ➤ Branding with wooden 		
	<i>Total</i>		

Name: _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____.

Price Schedule for Food, Beverages – Catering

<i>Item</i>	<i>Description</i>	<i>Amount PKR Per Person</i>	<i>Inclusive of all Govt Taxes PKR</i>
	<i>Summary of Food , Beverages – Catering</i>		
	Food & beverages & Catering ➤ Dinner - 1000 person ➤ Hi-Tea for VVIP 30 persons		
	<i>Total</i>		

Name: _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____.

Menu of HI-TEA

1. Vegetable Samosa
2. Chicken Vegetable Roll
3. Shami Kabab
4. Chicken Sandwich
5. Pastry One bite (3 Types)
6. Mix Cookies & Fruit Cake
7. Coffee & Lipton Tea
8. Mineral Water
9. Tomato Ketchup

Menu for Dinner

1. Chicken Baryani
2. Chicken Qorma
3. Fried Fish
4. Paneer Palak
5. Mixed Vegetables (2 dishes)
6. Firni
7. Salad 3 Types
8. Dahee Raita
9. Tandoori Naan 3 Types
10. Cold Drink 1.5 P/head
11. Mineral Water
12. Kashmiri Tea

Price Schedule for Air Ticketing / Travel Agent

<i>Item</i>	<i>Description</i>	<i>Amount PKR</i>	<i>Inclusive of all Govt Taxes PKR</i>																																
	<i>Summary of Air Ticketing / Travel Agent</i>																																		
	<p>Air Ticketing / Travel Agent for Foreign Delegates</p> <table> <tr> <th>Ser No</th><th>FROM</th><th>TO</th><th>Class</th></tr> <tr> <td>1</td><td>Modapele,italy</td><td>Lahore</td><td>Economy</td></tr> <tr> <td>2</td><td>Milan, Italy</td><td>Lahore</td><td>Economy</td></tr> <tr> <td>3</td><td>Clique (Portugal)</td><td>Lahore</td><td>Economy</td></tr> <tr> <td>4</td><td>Andre (Bulgeria)</td><td>Lahore</td><td>Economy</td></tr> <tr> <td>5</td><td>USA</td><td>Lahore</td><td>Economy</td></tr> <tr> <td>6</td><td>Spain</td><td>Lahore</td><td>Economy</td></tr> <tr> <td>7</td><td>Germany</td><td>Lahore</td><td>Economy</td></tr> </table> <p>Booking may be made on 20 Dec 2019. Booking destinations country may vary & final destinations country list will be shared on finalization of delegates / Buyers.</p>	Ser No	FROM	TO	Class	1	Modapele,italy	Lahore	Economy	2	Milan, Italy	Lahore	Economy	3	Clique (Portugal)	Lahore	Economy	4	Andre (Bulgeria)	Lahore	Economy	5	USA	Lahore	Economy	6	Spain	Lahore	Economy	7	Germany	Lahore	Economy		
Ser No	FROM	TO	Class																																
1	Modapele,italy	Lahore	Economy																																
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3	Clique (Portugal)	Lahore	Economy																																
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5	USA	Lahore	Economy																																
6	Spain	Lahore	Economy																																
7	Germany	Lahore	Economy																																
	<i>Total</i>																																		

Name: _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____.

Price Schedule for Trend Gallery

<i>Item</i>	<i>Description</i>	<i>Amount PKR</i>	<i>Inclusive of all Govt Taxes PKR</i>
	<i>Summary of Trend Gallery</i>		
	A Trend Gallery will be designed by Pakistan Institute of Fashion and Design where products of entire Leather Sectors will be placed. It will be located at Main Entrance of Hall No. 2 which will provide a great opportunity for all exhibitors to show case their best products at one place. It will provide an ideal opportunity for the buyers / importers and traders visiting our exhibition to have a look at the fantastic variety of Pakistani products. Size of Trend Gallery will be approximately 36 sqft. Scope of work includes construction of shell scheme as per design to show case 20 to 25 products of exhibitors from Leather Industry includes Tanners, Gloves, Jackets & Footwear.		
	<i>Total</i>		

Name: _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____.

Price Schedule for General Order Suppliers

<i>Item</i>	<i>Description</i>	<i>Amount PKR</i>	<i>Inclusive of all Govt Taxes PKR</i>
	<i>Summary of General Order Suppliers</i>		
	<p>General Order Supplier</p> <ul style="list-style-type: none"> ➤ Lifter (3 days) 2 ton for 12 hrs ➤ Lifter (3 days) 5 ton for 12 hrs ➤ Mementos for VVIP (20) / VIP QTY 400 ➤ Flower Badges (Qty 25) ➤ Exhibitor Name Badges with strip for Hall 2 & 3 ➤ Visitor Name Badges with strip lump sum ➤ Printing of Fair Catalogue of exhibitors (Qty 1500, size 6" x 8.5) ➤ Video & Still Photography for the entire event. ➤ LED of 42 Inch in both halls for playing last event video in edited mode ➤ Interactive Touch Screen with capacity Touch 60 inches. ➤ Digital Event mobile Application having registration process automation Check In / Check Out, Scheduling, Exhibitors profiling with catalogue, feeds back about events, real time audience response, exhibitors rating, social engagement, Gallery engagements and live streaming of events. Prefer latest technology" view Vue JS" with Cloud Server hybrid Apps. Bar coded "wrist bands" for exhibitors & delegates. Qty 100 <p>Any other urgent inquiry supply of items will be charged after approval of Price by the Procuring Agency</p>		
	<i>Total</i>		

Name: _____

In the capacity of _____

Signed _____

Duly authorized to sign the Bid for and on behalf of _____

Date _____.

Schedule B

2. Schedule of Payments

The payment against successful completion i.e. services as per schedule below:-

1. Mobilization advance 10% will be paid after receiving performance security 10 % of contract amount that after signed the Contract Agreement.
2. Remaining 90% payment will be made upon completion of supply / services / Exhibition.
3. Bid Security 2% will be released after completion of supply / services / exhibition.

Schedule Delivery / Services

<i>Ser No</i>	<i>Category</i>	<i>Delivery / services / date/ Time</i>
<i>1</i>	<i>Stall Fabricator</i>	<i>1 day before event</i>
<i>2</i>	<i>Media Company for print & electronic media coverage</i>	<i>Same day of event</i>
<i>3</i>	<i>Reception / Registration</i>	<i>As per instruction issued by Procuring Agency.</i>
<i>4</i>	<i>Branding / Designing & Publicity</i>	<i>7 days before event & also as per instructions issued by Procuring Agency.</i>
<i>5</i>	<i>Food & Beverage - Catering</i>	<i>Hi-Tea on 27 Jan 2020 Dinner 28 Jan 2020</i>
<i>6</i>	<i>Electronic / Print Media Advertisement</i>	<i>As per instructions issued by Procuring Agency.</i>
<i>7</i>	<i>Gen Order Suppliers</i>	<i>7 days before event As per instructions issued by Procuring Agency.</i>
<i>8</i>	<i>Trend Gallery</i>	<i>27 Jan 2019</i>

General Conditions of Contract

General Conditions of Contract

- 1. Definitions** 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- a) “Contract” means the Agreement entered into between the Procuring Agency and the Firm, together with the Contract Documents referred to therein, including all attachments, appendices, schedules and all documents incorporated by reference therein.
 - b) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
 - c) “Contract Price” means the price payable to the Firm as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - d) “Day” means calendar day.
 - e) “Delivery” means the transfer of the Items from the Firm to the Procuring Agency in accordance with the terms and conditions set forth in the Contract.
 - f) “Completion” means the fulfillment of the event by the Firm in accordance with the terms and conditions set forth in the Contract.
 - g) “Eligible Countries” means the local country.
 - h) “GCC” means the General Conditions of Contract.
 - i) “Items” means the 6th Pakistan Mega Leather Show report that the Firm is required to submit to the Procuring Agency under the Contract.
 - j) “Procuring Agency’s Country” is the country specified in the Particular Conditions of Contract (PCC)
 - k) The “Procuring Agency” means the Employer who is the entity purchasing the services, and includes the legal successors or assigns of the Procuring Agency.
 - l) “PCC” means the Particular Conditions of Contract.
 - m) “Subcontractor” means any natural person, private or government entity or a combination of the above, including its legal successors or permitted assigns, to whom any part of the to be supplied is subcontracted by the Firm.
 - n) “Firm” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Procuring Agency and is named as such in the Agreement, and includes the legal successors or permitted assigns of the Firm.

- 2. Contract Document** 2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
- 3. Corrupt and Fraudulent Practices** 3.1
- a) For the purposes of this provision, the term “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 Firm 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.
- b) The Procuring Agency will reject a proposal for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt and fraudulent practices in competing for the Contract.
- 3.2 The Firm shall permit the Procuring Agency to inspect the Firm’s accounts and records relating to the performance of the Firm and to have them audited by auditors appointed by the Procuring Agency, if so required by the Procuring Agency.
- 4. Interpretation** 4.1 If the context so requires it, singular means plural and vice versa where the context requires.
- 4.2 **Entire Agreement**
- The Contract constitutes the entire agreement between the Procuring Agency and the Firm and supersedes all communications, negotiations and agreements (whether written or oral) of parties with respect thereto made prior to the date of Contract.
- 4.3 **Amendment**
- No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.4 **Non-waiver**
- a) Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

- b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

- 5. Language** 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Firm and the Procuring Agency, shall be written in the language specified in the PCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the PCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2 The Firm shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

- 6. Joint Venture, Consortium Or Association** 6.1 Unless otherwise specified in the PCC, if the Firm is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Procuring Agency for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Procuring Agency.

- 7. Eligibility** 7.1 The Firm and its Subcontractors shall have the nationality of an Eligible Country in case of International Competitive Bidding but only of Pakistan in case National Competitive Bidding. A Firm or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated, and operates in conformity with the provisions of the laws of that country.

7.2 Final work Report of 6th Pakistan Mega Leather Show to be supplied under the contract.

- 8. Notices**
- 8.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the PCC. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Procuring Agency’s country, unless otherwise specified in the PCC.
- 10. Settlement of Disputes**
- 10.1 The Procuring Agency and the Firm 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.
- 10.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the PCC.
- 11. Scope of Supply**
- 11.1 Subject to the PCC, the services shall be provided as specified in Schedules to Bid.
- 12. Delivery**
- 12.1 Subject to GCC Sub-Clause 33.1, the completion of event shall be in accordance with the Schedule of Delivery specified in the Schedules to Bid. The details of shipping and other documents to be furnished by the Firm are as specified in the PCC.
- 13. Firm’s Responsibilities**
- 13.1 The Firm shall supply all the items included in the Scope of Supply in accordance with GCC Clause 11, and Schedules to Bid, as per GCC Clause 12.
- 14. Procuring Agency’s Responsibilities**
- 14.1 The Procuring Agency shall afford all costs involved in the **performance of its** responsibilities
- 15. Contract Price**
- 15.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions therefrom, As may be made pursuant to the Contract.

- 15.2 Prices charged by the Firm for the items delivered under the Contract shall not vary from the prices quoted by the Firm in its bid,

Note

“This is a Fixed Price Contract” in case the Price Adjustment is not applicable.

16. Terms of Payment

- 16.1 The Contract Price shall be paid as specified in the PCC

- 16.2 The Firm’s request for payment shall be made to the Procuring Agency in writing, accompanied by invoices describing, as appropriate, the items delivered, by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all the obligation stipulated in the Contract.

- 16.3 (a) Time to be taken by the consultant for processing of Firm’s submitted Invoices/Bills& recommending the same for payments shall be as specified in the PCC

(b)Time to be taken by the Procuring Agency for processing & payment of Firm’s verified Invoices/Bills shall be as specified in the PCC

- 16.4 The currency or currencies in which payments shall be made to the Firm under this Contract shall be specified in the PCC.

17. Taxes and Duties

- 17.1 The firm shall quote the contract price inclusive of all applicable **Government of Pakistan Taxes.**

20. Confidential Information

20.1 The Procuring Agency and the Firm shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Firm may furnish to its Subcontractor such documents, data, and other information it receives from the Procuring Agency to the extent required for the Subcontractor to perform its work under the Contract, in which event the Firm shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Firm under GCC Clause 20.

20.2 The Procuring Agency shall not use such documents, data, and other information received from the Firm for any purposes unrelated to the Contract. Similarly, the Firm shall not use such documents, data, and other information received from the Procuring Agency for any purpose other than the design, procurement, required for the performance of the Contract.

20.3 The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:

- (a) the Procuring Agency or Firm need to share with the Procuring Agency or other institutions participating in the financing of the Contract;
- (b) now or hereafter enters the public domain through no fault of that party;
- (c) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (d) otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

20.4 The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

20.5 The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21. Subcontracting

21.1 The Firm shall notify the Procuring Agency in writing of all subcontracts awarded under the Contract if not already specified in the Bid. Subcontracting shall in no event relieve the Firm from any of its obligations, duties, responsibilities, or liability under the Contract.

21.2 Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.

- 27. Liquidated Damages** 27.1 Except as provided under GCC Clause 32, if the Firm fails to deliver any or all of the items within the period specified in the Contract, the Procuring Agency may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the PCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the PCC. Once the maximum is reached, the Procuring Agency may terminate the Contract pursuant to GCC Clause 35.

Limitation Of Liability

30.1 Except in cases of gross negligence or willful misconduct:

- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Firm to pay liquidated damages to the Procuring Agency; and
- (b) Aggregate liability of the Firm to the Procuring Agency, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the PCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Firm to indemnify the Procuring Agency with respect to patent infringement.

**31. Change in
Laws and
Regulations**

31.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of the Procuring Agency's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date or the Contract Price, then such Delivery Date or Contract Price shall be correspondingly increased or decreased, to the extent that the Firm has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC Clause 15.

**32. Force
Majeure**

32.1 The Firm 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.

32.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Firm that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Firm. Such events may include, but not be limited to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

32.3 If a Force Majeure situation arises, the Firm shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Firm 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.

**33. Change
Orders and
Contract
Amendments**

33.1 The Procuring Agency may at any time order the Firm through Notice in accordance GCC Clause 8, to make changes within the general scope of the Contract:

33.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Firm's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Firm for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Firm's receipt of the Procuring Agency's change order.

34. Extensions of Time

- 34.1 If at any time during performance of the Contract, the Firm or its Subcontractors should encounter conditions impeding timely delivery of the items pursuant to GCC Clause 12, the Firm shall promptly notify the Procuring Agency in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Firm's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Firm's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 34.2 Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Firm in the performance of its Delivery and Completion obligations shall render the Firm liable to the imposition of liquidated damages pursuant to GCC Clause 27, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1

35. Termination

35.1 Termination for Default

- (a) The Procuring Agency, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Firm, may terminate the Contract in whole or in part:
- (i) if the Firm fails to deliver any or all of the Items within the period specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 34; or
- (ii) if the Firm fails to perform any other obligation under the Contract.
- (b) In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 35.1(a), the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Items or Related Services similar to those undelivered or not performed, and the Firm shall be liable to the Procuring Agency for any additional costs for such similar Items. However, the Firm shall continue performance of the Contract to the extent not terminated.
- (c) If the Firm, in the judgment of the Procuring Agency has engaged in corrupt and fraudulent practices, as defined in GCC Clause 3, in competing for or in executing the Contract.

35.2 Termination for Insolvency

The Procuring Agency may at any time terminate the Contract by giving Notice to the Firm if the Firm becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Firm, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Procuring Agency.

36. Assignment

- 36.1 The Firm shall not assign, in whole or in part, its obligations under this Contract, except with prior written consent of the Procuring Agency.

Particular Conditions of Contract

Particular Conditions of Contract

The following Particular Conditions of Contract (PCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC Sub Clause 1.1(j)

The Procuring Agency's country is *Islamic Republic of Pakistan*.

GCC Sub Clause 1.1(k)

The Procuring Agency is: *Pakistan Footwear Manufacturers Association, Lahore*

GCC Sub Clause 5.1

The language shall be: *English*

GCC Sub Clause 7.1 and 7.2 (Eligibility)

The procurement is based on *National Competitive Bidding*.

GCC Sub Clause 8.1

For notices, the Procuring Agency's address shall be:

The Chairman,

Pakistan Footwear Manufacturers Association

P.O Box No 6-F Rehman Business Centre 32 BIII, Gulberg III, Lahore (Pakistan)

Ph# +92-3575 0051

GCC Sub Clause 9.1

The governing law shall be the Law of Islamic Republic of Pakistan.

GCC Sub Clause 10.2

The formal mechanism for the resolution of disputes shall be as follows:

- a. The rights and obligations of the Parties under or pursuant to these Conditions shall be governed and construed according to the Law of Islamic Republic of Pakistan.

In case of dispute either party, preserved the right to move ahead for arbitration showing its intention within 14 days of date of dispute. The opinion of amicable settlement shall remain open for both parties. The dispute then may be referred to arbitration and shall finally be settled in Pakistan in accordance with the Pakistan Arbitration Act, 1940, and any amendment or substitution thereof. If the Parties cannot agree to the appointment of a sole arbitrator then dispute will be forwarded to Secretary TDAP for final settlement of the dispute. The decision of the Secretary TDAP shall be final and shall not be challenged or assailed in any court on any ground whatsoever.

GCC Sub Clause 11.1

The scope of Procurement of services for exhibition of Pakistan Mega Leather Show 2020 as described in the *Bidding Data 1.2 a*.

GCC Sub Clause 15.3

This is a Fixed Price Contract and no Price Adjustment is admissible.

GCC Sub Clause 16.3

- (a) The Procuring Agency will take maximum of **15 working days** for processing & payment of firm verified invoices.

GCC Sub Clause 16.4

The currencies for payments shall be: **Pak Rupees**

GCC Sub Clause 17.3

Add the following paragraph at the beginning

“All the firms are required to provide details & all relevant documentation/ evidence of their registration with FBR and they should submit breakup of Rates and GST paid by them separately for all items given in Price Schedule. Also, all paid receipts of GST if any.

GCC Sub Clause 18.1

Replaces the words” twenty eight (28)” with “fourteen (14)”

GCC Sub Clause 18.3

The Firm shall provide an “irrevocable” & “cashable on-demand” Performance Security of required amount as mentioned in sub-clause 18.1 above in Pak Rupees (or in an equivalent amount in a freely convertible currency) on the prescribed Form annexed to these Documents in the form of unconditional on-demand Bank Guarantee issued by any scheduled Bank of Pakistan or by a foreign bank duly counter guaranteed by a Scheduled Bank in Pakistan in favor of Procuring Agency. The cost of complying the requirements of this Sub-Clause shall be borne by the Contractor.

GCC Sub Clause 30.1

The amount of aggregate liability shall be: *cost of conducting 6th Pakistan Mega Leather Show.*

GCC Sub Clause 32.3(Force Majeure): *Not Applicable*

SAMPLE FORMS

**BID SECURITY
PERFORMANCE SECURITY
CONTRACT AGREEMENT
ADVANCE MOBILIZATION PAYMENT SECURITY**

**FORM OF BID SECURITY
(Bank Guarantee)**

Security Executed on _____
(Date)

Name of Surety (Bank) with Address: _____
(Scheduled Bank in Pakistan)

Name of Principal (Bidder) with Address _____

Penal Sum of Security Rupees _____ (Rs. _____)

Bid Reference No. _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bid and at the request of the said Principal (Bidder) we, the Surety above named, are held and firmly bound unto _____

(here in after called the 'Procuring Agency') in the sum stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Bidder has submitted the accompanying Bid dated _____ for Bid No. _____ for _____ (Particulars of Bid) to the said Procuring Agency; and

WHEREAS, the Procuring Agency has required as a condition for considering said Bid that the Bidder furnishes a Bid Security in the above said sum from a Scheduled Bank in Pakistan or from a foreign bank duly counter-guaranteed by a Scheduled Bank in Pakistan, to the Procuring Agency, conditioned as under:

- (1) that the Bid Security shall remain in force up to and including the date 28 days after the deadline for validity of bids as stated in the Instructions to Bidders or as it may be extended by the Procuring Agency, notice of which extension(s) to the Surety is hereby waived;
- (2) that the Bid Security of unsuccessful Bidders will be returned by the Procuring Agency after expiry of its validity or upon signing of the Contract Agreement; and
- (3) that in the event of failure of the successful Bidder to execute the proposed Contract Agreement and furnish the required Performance Security, the entire said sum be paid immediately to the said Procuring Agency pursuant to Clause 17.6 of the Instruction to Bidders for the successful Bidder's failure to perform.

NOW THEREFORE, if the successful Bidder shall, within the period specified therefor, on the prescribed form presented to him for signature enter into a formal Contract with the said Procuring Agency in accordance with his Bid as accepted and furnish within twenty eight (28) days of his being requested to do so, a Performance Security with good and sufficient surety, as may be required, upon the form prescribed by the said Procuring Agency for the faithful performance and proper fulfilment of the said Contract or in the event of non-withdrawal of the said Bid within the time specified for its validity then this obligation shall be void and of no effect, but otherwise to remain in full force and effect.

PROVIDED THAT the Surety shall forthwith pay the Procuring Agency the said sum upon first written demand of the Procuring Agency (without cavil or argument) and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand, notice of which shall be sent by the Procuring Agency by registered post duly addressed to the Surety at its address given above.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal (Bidder) has duly performed his obligations to sign the Contract Agreement and to furnish the requisite Performance Security within the time stated above, or has defaulted in fulfilling said requirements and the Surety shall pay without objection the said sum upon demand from the Procuring Agency forthwith and without any reference to the Principal (Bidder) or any other person.

IN WITNESS WHEREOF, the above bounden Surety has executed the instrument under its seal on the date indicated above, the name and seal of the Surety being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESS:	SURETY (Bank)
1. _____	Signature _____
_____	Name _____
Corporate Secretary (Seal)	Title _____
2. _____	Corporate Guarantor (Seal)

Name, Title & Address	

**FORM OF PERFORMANCE SECURITY
(Bank Guarantee)**

Guarantee No. _____

Executed on _____

Expiry date _____

[Letter by the Guarantor to the Procuring Agency]

Name of Guarantor (Bank) with address: _____

(Scheduled Bank in Pakistan)

Name of Principal (Supplier/Contractor) with address:

Penal Sum of Security (express in words and figures) _____

Letter of Acceptance No. _____ Dated _____

KNOW ALL MEN BY THESE PRESENTS, that in pursuance of the terms of the Bidding Documents and above said Letter of Acceptance (hereinafter called the Documents) and at the request of the said Principal we, the Guarantor above named, are held and firmly bound unto the _____ (hereinafter called the Procuring Agency) in the penal sum of the amount stated above for the payment of which sum well and truly to be made to the said Procuring Agency, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has accepted the Procuring Agency's above said Letter of Acceptance for _____ (Name of Contract) for the _____ (Name of Project).

NOW THEREFORE, if the Principal (Supplier/Contractor) shall well and truly perform and fulfill all the undertakings, covenants, terms and conditions of the said Documents during the original terms of the said Documents and any extensions thereof that may be granted by the Procuring Agency, with or without notice to the Guarantor, which notice is, hereby, waived and shall also well and truly perform and fulfill all the undertakings, covenants terms and conditions of the Contract and of any and all modifications of said Documents that may hereafter be made, notice of which modifications to the Guarantor being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue till all requirements of Clause 28, Warranty, of Conditions of Contract are fulfilled.

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

We, _____ (the Guarantor), waiving all objections and defences under the Contract, do hereby irrevocably and independently guarantee to pay to the Procuring Agency without delay upon the Procuring Agency's first written demand without cavil or arguments and without requiring the Procuring Agency to prove or to show grounds or reasons for such demand any sum or sums up to the amount stated above, against the Procuring Agency's written declaration that the Principal has refused or failed to perform the obligations under the Contract which payment will be effected by the Guarantor to Procuring Agency's designated Bank & Account Number.

PROVIDED ALSO THAT the Procuring Agency shall be the sole and final judge for deciding whether the Principal (Contractor) has duly performed his obligations under the Contract or has defaulted in fulfilling said obligations and the Guarantor shall pay without objection any sum or sums up to the amount stated above upon first written demand from the Procuring Agency forthwith and without any reference to the Principal or any other person.

IN WITNESS WHEREOF, the above-bounden Guarantor has executed this Instrument under its seal on the date indicated above, the name and corporate seal of the Guarantor being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Guarantor (Bank)

Witness:

1. _____

Signature _____

Corporate Secretary (Seal)

Name _____

Title _____

2. _____

Name, Title & Address

Corporate Guarantor (Seal)

FORM OF CONTRACT AGREEMENT

THIS AGREEMENT made on the _____ day of _____, 20____,
between _____ of _____
(Hereinafter “the Procuring Agency”), of the one part, and
_____ of _____ (hereinafter
called “the Firm”), of the other part:

WHEREAS the Procuring Agency invited bids for certain Services viz., _____ and
has accepted a Bid by the Firm for the supply of those Services in the sum of _____ (hereinafter called “the
Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) The Procuring Agency’s Notification to the Firm of Award of Contract (Letter of Acceptance);
 - (b) the Form of Bid and the Price Schedules submitted by the Firm;
 - (c) the Particular Conditions of Contract
 - (d) the General Conditions of Contract
 - (e) the Schedule to Bid
 - (f) Appendices to Bid;

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

3. In consideration of the payments to be made by the Procuring Agency to the firm as indicated in this Agreement, the firm hereby covenants with the Procuring Agency to provide the Goods and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Firm in consideration of the provision of the Goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signature of the Firm
Agency

(Seal)

Signature of the Procuring

(Seal)

Signed, Sealed and Delivered in the presence of:

Witness:

(Name, Title and Address)

Witness

(Name, Title and Address)

Form of Advance Mobilization Payment Security

Date: _____

Contract Name and No. : _____

To: _____

In accordance with the payment provision included in the Contract, in relation to advance payments, _____ (hereinafter called “the Firm”) shall deposit with the Procuring Agency a security consisting of _____, to guarantee its proper and faithful performance of the obligations imposed by said Clause of the Contract, in the amount of _____.

We, the undersigned _____, legally domiciled in _____ (hereinafter “the Guarantor”), as instructed by the Firm, agree unconditionally and irrevocably to guarantee as primary obligor and not as surety merely, the payment to the Procuring Agency on its first demand without whatsoever right of objection on our part and without its first claim to the Firm, in the amount not exceeding _____.

This security shall remain valid and in full effect from the date of the mobilization advance payment received by the Firm under the Contract until _____, _____.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date _____