# Tender Document

**Tender No. PMU/ABH/Proc/005**

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# PROCUREMENT OF SERVICES FOR PRODUCTION OF DOCUMENTARY SERIES AND COFFEE TABLE BOOK(S) ON FISHERIES AND AQUACULTURE PUNJAB

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**OFFICE OF THE PROJECT DIRECTOR, ESTABLISHMENT OF AQUA BUSINESS HUBS, PMU, AQUACULTURE AND FISHERIES DEPARTMENT, GOVERNMENT OF THE PUNJAB.**

9-A, BAHAWALPUR ROAD, CHAUBURJI, LAHORE, PAKISTAN

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# Section-I: Invitation to Bids

## 1.1 INVITATION TO BID

Aquaculture and Fisheries Department, Government of Punjab has established PMU Aqua Business Hubs, to develop a fully integrated business hub serving as a one-stop facility for aqua research, production, processing, and capacity building. The hub will consolidate modern hatchery systems, feed manufacturing, product processing, research and development, and administrative facilities within a single complex—creating a model framework for sustainable aqua growth in Punjab.

Sealed bids/proposals are invited from established bidder for **"Hiring the services for production of Documentary Series and Coffee Tabel Book on Fisheries and Aquaculture of Punjab"** (hereafter called as bidders) to Aqua Hubs, PMU. All interested and eligible bidders are requested to go through the Tender document and provide relevant information along with supporting documents mentioned in this tender document and must be submitted online through e-tender portal.

**Invitation to Bid for Hiring the Services for production of Documentary Series and Coffee Table Book(s) on Fisheries and Aquaculture of Punjab**

Project Management Unit, (PMU) Aqua Business Hubs intends to develop a fully integrated Aqua Business Hub serving as a one-stop facility for aqua research, production, processing, and capacity building. The hub will consolidate modern hatchery systems, feed manufacturing, product processing, research and development, and administrative facilities within a single complex—creating a model framework for sustainable aqua growth in Punjab.

PMU invites bids under **single stage two envelopes** bidding procedure from well-reputed, experienced and tax registered bidders against the below-mentioned services. The interested bidders can obtain the bidding document containing all details with its evaluation criteria and terms & conditions from Aquaculture and Fisheries Department, e-tendering portal (https://www.punjabfisheries.gov.pk/tenders) and PPRA website (www.ppra.punjab.gov.pk)

| Sr. No | Description | Procurement No. | Total Tenure of Contract | Bid Submission Deadline (Date & Time) | Technical Bid Opening Date & Time | Estimated Cost | Bid Security |
|---|---|---|---|---|---|---|---|
| 1 | Hiring of the services for production of Documentary Series and Coffee Tabel Book(s) on Fisheries and Aquaculture of Punjab | **PMU/ABH/Proc/005** | One (1) Year (Extendable for another terms) | **July 31, 2026 by or before 3 PM** | **July 31, 2026 on 3:30 PM** | **PKR 110 Million** | **1% of estimate value** |

**For further details, bidding documents and terms of reference, please visit:**

- (https://www.punjabfisheries.gov.pk/tenders)
- PPRA website ppra.punjab.gov.pk

**Important Information:**

- Bids submitted only through e-procure Portal shall be accepted while submission by other means shall be rejected.
- The Bids will be opened in the presence of the Bidders' representatives who may choose to be present at the address below on the date and time stated above.
- The bidding procedure shall be governed strictly in accordance with the Punjab Procurement Rules 2014 through national competitive bidding procedure.

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| • The Procuring Agency reserves the right to accept or reject any or all bids, at any time, prior to the acceptance of bids, as per the Punjab Procurement Rules, 2014. |
| **Project Director, PMU, Establishment of Aqua Buiseness Hubs**<br>9-A, Bahawalpur Road, Chauburji, Lahore, Pakistan.<br>Contact Numbers: 04299212374-75 Email : maf.eabh.dofh@punjab.gov.pk |

# Section-II: Instructions to Bidders (ITB)

**Note: All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014, Amended till date of advertisement. In case of any conflict between the provision of this document and PPRA Act-2009/ PPRA Rules-2014, the later shall prevail.**

## 2.1. Introduction

**2.1.1 Scope of Bid**

i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of [*nature of services to be decided by the procuring agency*] as specified in the Section-IV Bid Data Sheet (BDS) and Section VII- Schedule of Requirements. The successful Bidders will be expected to provide the services for the specified period and timeline(s) as stated in the BDS.

**2.1.2 Source of Funds**

i) The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.

**2.1.3 Eligible Bidders**

i) The Invitation to Bids is open to all Service Providers i.e. association of firms/companies/sole proprietor/ JVs, registered with relevant Registration Authorities and Tax Departments/Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.) *[***as specified in Section-IV Bid Data Sheet (BDS)***]*, except as provided hereinafter.

ii) 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 consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under this Invitation to Bids.

iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.

iv) Bidders shall not be under a declaration of blacklisting by the Procuring Agency.

v) In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract.

vi) The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.

vii) Any agreement that form a joint venture, consortium or association shall be required to be submitted as part of the Bid and shall be attested.

viii) Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.

ix) The invitation for Bids is open to all prospective bidder/service provider subject to any provisions or licensing/regulatory requirements issued by the respective national/ provincial professional statutory body established for that particular trade or business.

x) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

a) are 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 the design, specifications and other documents to be used for the procurement of the services to be purchased under this Invitation for Bids.
b) have controlling shareholders in common; or

c) receive or have received any direct or indirect subsidy from any of them; or
d) have the same legal representative for purposes of this Bid; or
e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
f) submit more than one Bid in this Bidding process, However, this does not limit the participation of subcontractors in more than one Bid.

xi) A Bidder may be ineligible if –

(a) the Bidder is declared bankrupt or, in the case of company or firm, insolvent;
(b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
(c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
(d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;
(e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
(f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

(g) The firm, Service Provider and contractor is blacklisted/ debarred by any international organization.

xii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

xiii) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

xiv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

**2.1.4. Cost of Bidding**

i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring Agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

**2.1.5. One person one bid**

i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.

iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

**2.1.6. Work Plan/Deputation Plan**

i) The Bidder shall be responsible for the provision of bids as per work plan/deputation plan formulated by the procuring agency and procuring agency may also, from time to time amend the same as per its requirement.

## 2.2. The Bidding Documents

**2.2.1. Content of Bidding Documents**

i) The services required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:

(a) Invitation to Bids

(b) Instructions to Bidders (ITB)

(c) Technical Specifications

(d) Bid Data Sheet

(e) General Conditions of Contract (GCC)

(f) Special Conditions of Contract (SCC)

(g) Schedule of Requirements

(h) Bid Form

(i) Bidder Profile Form

(j) General Information Form

(k) Affidavit

(l) Bid Security Form

(m) Technical Bid Form

(n) Contract Form

(o) Financial Bid Form / Price Schedule

(p) Performance Guarantee Form

(q) Check List

ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its Bid.

iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.

iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring

Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

**2.2.2. Clarification of Bidding Documents**

i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.

ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS.**

iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above.** However, this clause shall not apply in case of alternate methods of Procurement.

iv) Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.

v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3.**

vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.

vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

**2.2.3. Amendment of Bidding Documents**

i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing time of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) of PPR-14.

ii) All prospective Bidders that have received the Bidding documents will be notified of the amendment in writing or by email, and will be binding on them.

iii) Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.

iv) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form, e.g. email that secures record of the content of subject communication.

v) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

## 2.3. Preparation of Bids

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| **2.3.1. Language of Bid** | i) | The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language. |
| **2.3.2. Bid Form** | i) | The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the simple services/janitorial services/security services/repair and maintenance/any other services etc. etc. to be provided. |
| **2.3.3. Bid Prices** | i) | The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the person/guard *[to be decided by the procuring agenc*y*]* the services of which it proposes to provide under the contract. |
| | ii) | Prices indicated on the Price Schedule shall be item wise/ package wise *[to be decided by the Procuring Agency on form 8.10]* |
| | iii) | The Bidder's separation of price components in accordance with ITB Clause 2.3.4(i) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered. |
| | iv) | 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 Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected. |
| **2.3.4. Bid Currencies** | i) | Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet. |
| | ii) | The Bidders must adhere to the minimum wage rate (notified by Labour & Human Resource Department) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid. |
| **2.3.5. Documents Establishing** | i) | Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid |

**Bidder's Eligibility and Qualification**

and its qualifications to perform the contract if its Bid is accepted.

ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.

iii) 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:

(a) that the Bidder has the financial, technical capability necessary to perform the contract;

(b) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

**2.3.6. Bid Security**

i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.

ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.6. (vii).

iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:

*(a)* Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for Sixty (60) Days, beyond the validity of Bid.

iv) Any Bid not secured in accordance with ITB Clauses 2.3.7 (i) and (iii) may be rejected by the Procuring Agency as non-responsive.

v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than Thirty (30) days after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.7 (iii) (a) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

"***38(2)(a)(vii)*** *the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:*

*provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through* *an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency".*

vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.

vii) The Bid security may be forfeited:

a. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

b. in the case of a successful Bidder, if the Bidder:

i. fails to sign the contract in accordance with ITB Clause 2.6.3; **or**

ii. fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or

iii. is blacklisted under relevant provisions of PPRA Act, 2009 and PPR-14.

**2.3.7. Period of Validity of Bids**

i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.

ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.7 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

**2.3.8. Format and Signing of Bid**

i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.

ii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be initialed by the person or persons signing the Bid.

iii) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.

iv) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be initialed by the person or persons signing the Bid.

v) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

vi) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

**2.3.9. Minimum Wage rates/all applicable taxes**

i) The Bidders must adhere to the minimum wage rate (notified by Labour & Human Resource Department) and all applicable taxes (imposed by FBR/PRA/any other government organization) while preparing financial bid.

## 2.4. Submission of Bids

**2.4.1 Sealing and Marking of Bids**

i) As per Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

ii) The inner and outer envelopes shall:

a. be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
b. bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE….. (time and date)," *[to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.4.2.]*

iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.

iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the Procuring Agency will assume no responsibility for the Bid’s misplacement or premature opening.

v) In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.
**Note:** The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-38 of PPR-2014, which shall have precedence.

vi) The inner and outer envelopes shall:
a) be addressed to the Procuring Agency at the address given in the **BDS**; and
b) bear the title of the subject procurement or Project name, as the case may be as indicated in the **BDS**, the Invitation to Bids (ITB) title and number indicated in the **BDS**, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 2.4.2.**

vii) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.
b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
(c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in BDS.

viii) The inner and outer envelopes shall:

a) be addressed to the Procuring Agency at the address provided in the BDS;
b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS, pursuant to ITB 2.4.2;
c) In addition to the identification required in Sub- Clause (b) 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 ITB.2.4.3.

ix) If all envelopes are not sealed and marked as required by **ITB 2.4.1** or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.

**2.4.2 Deadline for Submission of Bids**

i) Bids must be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the Bid Data Sheet.

ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

iii) Bids shall be received by the Procuring Agency at the address specified under **BDS** no later than the date and time specified in the **BDS.**

**2.4.3. Late Bids**

i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.

ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.

iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

**2.4.4. Modification and Withdrawal of Bids**

i) The Bidder may modify or withdraw its Bid after the Bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Procuring Agency prior to the deadline prescribed for submission of Bids.

ii) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

iii) No Bid may be modified after the deadline for submission of Bids.

iv) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.7 (vii).

v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.

vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

## 2.5. Opening and Evaluation of Bids

**2.5.1. Opening of Bids by the Procuring Agency**

i) The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register as proof of their attendance.

ii) First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.

iii) Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

iv) Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.

v) Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.

vi) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.

vii) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.

viii) Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.

ix) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.

x) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i).**

xi) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.

xii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.

xiii) A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.

*[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]*

**2.5.2. Confidentiality**

i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.

ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.

iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

**2.5.3. Clarification of Bids**

i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.

ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.

iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:

a) evaluation & qualification criteria;
b) required scope of simple *services/janitorial services/security services/repair and maintenance/any other services etc.* and related materials.
c) all securities requirements;
d) tax requirements;
e) Terms and conditions of bidding documents.
f) change in the ranking of the Bidder

iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

**2.5.4. Preliminary Examination**

i) The Procuring Agency will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order.

ii) Arithmetical errors will be rectified on the following basis: -

a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Service Provider does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.
b. If there is a discrepancy between words and figures, the amount in words will prevail.

iii) Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.7), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

iv) If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

a) meets the eligibility criteria defined in **ITB 2.1.3**;
b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
c) has been properly signed;
d) is accompanied by the required securities; and
e) Is substantially responsive to the requirements of the Bidding Documents.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

**2.5.5. Examination of Terms and Conditions; Technical Evaluation**

i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS,** have been met without material deviation or reservation.

iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance**,** it shall reject the Bid.

**2.5.6. Correction of Errors**

i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.7.**

***2.5.7. Conversion to Single Currency***

i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of (financial) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day. In case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

**2.5.8. Post-qualification & Evaluation of Bids**

i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.

ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.

iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be substantially responsive, pursuant to ITB Clause 2.5.5.

iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 to be decided by the Procuring Agency which must include clear cut instruction regarding evaluation inclusive of all prevailing taxes, duties, fees along with observance of minimum wages etc.

**2.5.9. Contacting the Procuring Agency**

i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.

ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

**2.5.10. Grievance Redressal**

i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.

ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the GRC well before the proposal submission deadline.

iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the GRC well before the proposal submission deadline.

iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA for obtaining/ receiving grievance petitions from the prospective bidders (if any).

v) In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.

vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

## 2.6. Award of Contract

**2.6.1. Notification of Award**

i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or by email to be confirmed in writing by registered letter, that its Bid has been accepted.

ii) The notification of award will constitute the formation of the Contract.

iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.7 (v).

**2.6.2. Performance Guarantee**

i) Within fifteen (15) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.

ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

**2.6.3. Signing of Contract/ Issuance of work Order**

i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.

ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, **within fifteen (15) days of receipt**

**of the Contract Form**, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.

iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

**2.6.4. Award Criteria**

i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

**2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award**

i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of *simple services/janitorial services/security services/repair and maintenance/any other services etc.* originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (iv) of PPR-14 (not more than 15%).

**2.6.6. Procuring Agency's Right to Accept or Reject All Bids**

i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.

ii) The Bidders shall be promptly informed about the rejection of the Bids, if any

iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

**2.6.7. Re-Bidding**

i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

**2.6.8. Corrupt or Fraudulent Practices**

i) The Procuring Agency requires that Bidders, Service Providers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:

*"(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; 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, noncompetitive levels and to deprive the procuring agency 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; it may include any of the following:*

*i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*

*ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*

*iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*

*iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*

*v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the* *investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process."*

**ii) Blacklisting & Debarment:**

Blacklisted Consultants and those found involved in "Corrupt Practices" are not allowed to participate in bidding.

**Substantial Requirements & Procedure for Blacklisting & Debarment:**

As per S-17A of PPRA, Act, 2009:

**"*17A. Blacklisting***. *– (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.*

(2) *The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.*

(3) *Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.*

(4) *A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]*

*As per rule 21 of PPR-14:*

***21. Blacklisting***.*–(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:*

*(a) acted in a manner detrimental to the public interest or good practices;*

*(b) consistently failed to perform his obligation under the Contract;*

*(c) not performed the Contract up to the mark; or*

*(d) indulged in any corrupt practice.*

*(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:*

*(a) shall forward the decision to the Authority for publication on the website of the Authority; and*

*(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.*

*(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.*

*(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.*

*(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.*

*(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.*

*As per Schedule appended with PPR-14:*

***SCHEDULE***

*see sub-rule (6) of rule 21*

***BLACKLISTING MECHANISM OR PROCESS***

1. *The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
2. *The show cause notice shall contain:*
   - *(a) precise allegation, against the bidder or Contractor;*
   - *(b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*
   - *(c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*

3. *The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*
4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*
5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
6. *The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*
7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting.*

*The parties may file written statements and documents in support of their contentions.*

14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*
17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process."*

iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

## Section-III. Technical Specifications

## C3.1. Technical Specifications & Scope of work

**<u>Terms of Reference (TORs)</u>**

1. **<u>Background</u>**

Punjab's freshwater systems, comprising of five major rivers, extensive wetlands and floodplains, lakes, reservoirs, canals, and aquaculture farms, form the backbone of the province's fisheries sector. These waters sustain a rich diversity of native and cultured fish species, and underpin fisheries aquaculture production, support the livelihoods of fisherfolk communities while contributing significantly to provincial food security and rural economies.

The Aquaculture and Fisheries Department Government of the Punjab is mandated to manage and regulate capture fisheries, promote sustainable aquaculture development, conserve aquatic biodiversity with particular emphasis on fish populations, and oversee emerging initiatives including intensive fish farming, cage culture, and freshwater shrimp aquaculture. To document, communicate, and showcase this mandate, the Department intends to commission "a high-quality cinematic documentary series" with a strong natural history focus, capturing not only the ecological and economic dimensions of fisheries but also the behavior, interactions, and life cycles of freshwater fish in their natural habitats, supported by a comprehensive Coffee Table Book.

2. **<u>Objectives</u>**

The objective of this assignment is to produce a scientifically accurate, visually compelling, and internationally competitive documentary series and Coffee Table Book that places fisheries and aquatic life at the center of the narrative.

The project aims to:

- showcase fish diversity, behavior, and underwater ecosystems of Punjab
- highlight riverine, wetland, lake, reservoir, and aquaculture-based fisheries
- illustrate the wider freshwater ecosystem by depicting key species that depend directly on fisheries, including birds, mammals, reptiles, and amphibians, while maintaining fish as the primary focus
- present fisheries as ecological, economic, and cultural systems
- document fisherfolk communities and evolving aquaculture practices
- position Punjab's fisheries sector on an international platform through professional marketing and outreach

3. **<u>Scope and Deliverables</u>**

There are two major components and deliverables:

A) Documentary Deliverables B) Coffee Table Book(s)

| **A) Documentary Deliverables** | **B) Coffee Table Book** |
| --- | --- |

| | |
|---|---|
| i. One Feature-Length Documentary<br>a. Duration: 45 to 60 minutes<br>b. Format: 4K broadcast-quality natural history documentary<br>ii. Four Thematic Short Documentaries<br>a. Duration: 15 to 20 minutes (each documentary)<br>b. Format: 4K broadcast-quality natural history documentary<br>iii. Promotional and Outreach Material<br>a. One international trailer of approximately three minutes<br>b. Four shorter promos one for each episode of one to two minutes | **i.** One Coffee Table Book on Fisheries and Aquaculture of Punjab<br><br>a. Format: High-quality printed coffee-table book with professional layout, captions and narrative text<br><br>b. Content: Fisheries, aquaculture, freshwater ecosystems, fish species, associated wildlife and fisherfolk communities of Punjab<br><br>**ii. Photographic Documentation**<br>a. Professional still photography covering rivers, wetlands, lakes, reservoirs, aquaculture farms, hatcheries, fish markets and fisherfolk communities<br><br>b. High-resolution photographs suitable for print, official use and outreach<br><br>iv. **Design and Final Outputs**<br>a. Edited text, captions, layout and print-ready design files<br>v.<br>b. Final digital PDF version and production-ready files for printing |

## i) One Feature-Length Documentary

- **Duration:**
  45 to 60 minutes
- **Format:**
  4K broadcast-quality natural history documentary
- **Scope & Concepts:**
  The film will follow the natural flow of water across the province, moving through rivers, wetlands, floodplains, lakes, reservoirs, and aquaculture systems, while placing fish and fisheries at the centre of the narrative. It will explore how freshwater ecosystems sustain biodiversity, food systems, livelihoods, and cultural traditions.
  While the primary focus will remain on fish and aquatic life, the film will also include species that depend directly on fisheries, such as otters, fish-eating birds, reptiles, and amphibians, to provide ecological context without overshadowing the fisheries narrative.
- **Features & Themes:**

**The documentary will feature:**

- Native and cultured fish species, their behavior, life cycles, and underwater environments
- Seasonal dynamics of rivers, wetlands, and floodplains as critical capture fisheries habitats
- Lakes, reservoirs, and managed fisheries, including stock enhancement and harvesting practices
- Aquaculture systems of Punjab, with specific focus on carp polyculture, fish ponds, hatcheries, and emerging freshwater shrimp farming initiatives
- Fisherfolk communities, aquaculture farmers, traditional and modern fishing practices, and fish markets
- Conservation challenges, sustainability initiatives, and the role of the Punjab Fisheries Department in fisheries management and development.

- **Primary Fish Focus:** Native and cultured fish species of Punjab across rivers, wetlands, floodplains, lakes, reservoirs and aquaculture systems, including major carps such as Rohu, Catla and Mrigal; riverine catfishes such as Wallago, Rita rita and Sperata seenghala; small indigenous fish species; snakeheads; walking and stinging catfish; common carp, grass carp, silver carp and bighead carp; tilapia; and freshwater prawns/shrimp species relevant to Punjab. The focus shall remain on fish diversity, behaviour, life cycles, fisheries value and aquaculture importance.

- **Associated Species:** Species directly dependent on or interacting with fisheries and aquatic ecosystems, including smooth-coated otters, river dolphins where relevant, kingfishers, terns, herons, ducks, jacanas, cormorants, grebes, ospreys, turtles, checkered keelback snakes, frogs and other reptiles, amphibians and birds that form part of the fish-based freshwater food web. These species shall be included only where they support the central fisheries narrative.

- **Key Behaviour Filmed:** Feeding behaviour, schooling, spawning, breeding migrations, floodplain breeding, juvenile development, predator–prey interactions, fish movement in turbid currents, survival in low-oxygen shallow waters, hatchery breeding, managed harvesting, shrimp farming cycles, fish capture methods, stock enhancement, conservation interventions and interactions between fish, fisherfolk, aquaculture systems and dependent wildlife.

The feature-length documentary will serve as the flagship film of the project and will take audiences on a cinematic journey through the fisheries and freshwater landscapes of Punjab.

### ii) Four Thematic Short Documentaries

- **Duration:**
  15 to 20 minutes (each documentary)
- **Format:**
  4K broadcast-quality natural history documentary

**Scope & Concept:** The four thematic short documentaries will collectively present the major fisheries and aquaculture systems of Punjab through focused, self-contained films. Each documentary will explore one key theme within the wider fisheries narrative: rivers, wetlands and floodplains, lakes/reservoirs and aquaculture, and fisherfolk, sustainability and conservation.

Together, the films will document fish diversity, behaviour, breeding, feeding, migration, nursery habitats, aquaculture practices, fisherfolk livelihoods, conservation challenges and the role of the Fisheries Department. The visual approach shall remain cinematic, natural-history focused and scientifically accurate, with fish and aquatic life kept at the centre of the storytelling. Associated wildlife, landscapes and human communities shall be included where they directly support the fisheries and freshwater ecosystem narrative.

- **Features & Themes:**

  **a) The Rivers of Punjab**

  This episode explores the major rivers of Punjab as dynamic living systems shaped by flow, sediment, and seasonal change, focusing on native riverine fish as the architects of river fisheries. Through the life cycles, migrations, feeding strategies, and spawning behaviours of key species such as major carps, catfishes, and mahseer, the film reveals how fish are adapted to fast currents, turbid waters, and fluctuating water levels. Associated species are shown only where they directly depend on river fisheries, reinforcing the central role of fish in sustaining river ecology, livelihoods, and food security.
- **Primary Fish Focus:**

Rohu (*Labeo rohita*), Catla (*Catla catla*), Mrigal (*Cirrhinus mrigala*), Wallago (*Wallago attu*), Rita rita, Sperata seenghala, Gudusia chapra, Golden Mahseer (*Tor putitora*) where present.

- **Associated Species:**

  Otters, river dolphins, kingfishers, terns, turtles.
- **Key Behaviour Filmed:**
- Seasonal migrations
- Feeding in turbid currents
- Predator–prey interactions
- River spawning runs
- **Features & Themes:**

  **b) Wetlands and Floodplains**

This episode presents wetlands and floodplains as the reproductive heart of Punjab's fisheries, wherever the seasonal flooding transforms shallow waters into highly productive fish nurseries. The narrative follows flood-adapted fish species through breeding, juvenile development, and survival in low-oxygen and rapidly changing environments. Emphasis is placed on how flood pulses drive fish recruitment and long-term fisheries productivity. Other aquaculture/fisheries appear only as part of the fish-driven food web, highlighting wetlands primarily as systems that sustain fish populations and capture fisheries.

- **Primary Fish Focus:**

Snakeheads (*Channa spp*.), Walking catfish (*Clarias batrachus*), Stinging catfish (*Heteropneustes fossilis*), small indigenous fish species, juvenile carps during flood season.

- **Associated Species:**

Ducks, jacanas, frogs, checkered keelback snakes, herons

- **Key Behaviour Filmed:**
  - Floodplain breeding
  - Shallow-water spawning
  - Juvenile development
  - Amphibious movement in low oxygen waters
- **Features & Themes:**

**c) Lakes, Reservoirs, and Aquaculture**

This episode examines how fish populations are shaped by human management in lakes, reservoirs, and aquaculture systems across Punjab. It focuses on the biology, growth, feeding behavior, and harvest cycles of stocked and cultured fish species, including carps, tilapia, and freshwater shrimp. By documenting hatcheries, stocking practices, pond management, and reservoir fisheries, the film shows how controlled environments transform aquatic productivity into food and income. Associated species are included only where they interact directly with fish stocks or management practices.

- **Primary Fish Focus:**

Common carp, Grass carp, silver carp, Bighead carp, Tilapia, freshwater prawns and shrimp species relevant to Punjab.

- **Associated Species:**

Cormorants, grebes, ospreys.

- **Key Behaviour Filmed:**
  - Schooling and feeding in open water
  - Managed harvesting
  - Hatchery breeding
  - Shrimp farming cycles
- **Features & Themes:**

**d) Fisherfolk, Sustainability, and Conservation**

This episode centers on the relationship between people and fish, portraying fisheries as living systems shaped by tradition, technology, and sustainability challenges. Through fishing methods, market chains, stock enhancement programs, and conservation interventions, the film highlights how human decisions influence fish populations and aquatic ecosystems. Fish remain the narrative anchor, while fisherfolk, managers, and dependent aquaculture and fisheries are shown as participants in a shared system where ecological balance, livelihoods, and long-term fisheries sustainability are inseparable.

- **Primary Fish Focus:**

Cross-cutting species from all habitats, with emphasis on commercially important and culturally significant fish.

- **Associated Species:**

Otters, birds at landing sites, frogs and reptiles interacting with fisheries.

- **Key Behaviour Filmed:**
  - Capture methods
  - Market chains
  - Stock enhancement
  - Conservation interventions

### iii) Promotional and Outreach Material

a) One international trailer of approximately three minutes
b) Four shorter promos one for each episode of one to two minutes

- **Duration: One international trailer of approximately** three minutes**, and four short promotional films of approximately** one to two minutes each**, one for each thematic short documentary.**

- **Format:** High-quality 4K promotional films suitable for digital platforms, broadcast pitching, departmental outreach, festival submissions, social media campaigns, official presentations and international marketing.

- **Scope & Concept:** The promotional and outreach material will be developed from the documentary footage to create visually powerful, concise and engaging films that introduce the fisheries and aquaculture story of Punjab to national and international audiences. The material shall highlight the cinematic quality of the project, the diversity of Punjab's freshwater ecosystems, the central role of fish and aquatic life, and the importance of fisheries for biodiversity, livelihoods, food security and sustainable development.

- **Features & Themes:** The trailer and promos shall feature key visuals from rivers, wetlands, floodplains, lakes, reservoirs, aquaculture farms, hatcheries, fisherfolk communities and underwater environments. Themes shall include fish diversity, natural fish behaviour, aquaculture development, traditional and modern fisheries, conservation, sustainability, and the role of the Fisheries Department in managing and promoting Punjab's fisheries sector.

- **Primary Fish Focus:** Representative native and cultured fish species featured across the documentary series, including major carps, catfishes, snakeheads, small indigenous fish species, tilapia, common carp, grass carp, silver carp, bighead carp, and freshwater prawns/shrimp species relevant to Punjab.

- **Associated Species:** Fish-dependent and freshwater-associated wildlife shown in the documentary series, including otters, river dolphins where relevant, kingfishers, herons, ducks, jacanas, cormorants, grebes, ospreys, turtles, checkered keelback snakes, frogs and other birds, reptiles and amphibians connected to fisheries and aquatic ecosystems.

- **Key Behaviour Filmed:** Short, high-impact sequences of fish feeding, schooling, spawning, migration, floodplain breeding, juvenile development, predator–prey interactions, hatchery operations, aquaculture practices, shrimp farming cycles, managed harvesting, fishing methods, fisherfolk activity and conservation interventions.

## A. Coffee Table Book on Fisheries and Aquaculture of Punjab

A high-quality coffee table book shall be produced as an integral deliverable of the project.

### I. Scope and Concept

| |
|---|
| The book will mirror the narrative journey of the documentaries and take readers through the fisheries landscape of Punjab. |
| **II. Proposed Structure**<br>a) The Rivers of Punjab and Their Fisheries<br>b) Wetlands and Floodplains as Fish Nurseries<br>c) Lakes and Reservoirs and Managed Fisheries<br>d) Aquaculture and Shrimp Farming in Punjab<br>e) Fisherfolk Communities and Cultural Heritage<br>f) Conservation, Sustainability, and the Future of Fisheries |
| **III. Photography**<br>The firm shall deliver professionally curated still photographs for inclusion in the book, including fish species, underwater life, fishing practices, aquaculture facilities, landscapes, and human stories. |
| **IV. Underwater Filming Approach and Feasibility**<br>Recognizing the naturally turbid conditions of many freshwater systems in Punjab, the project shall employ proven freshwater filming techniques to realistically capture underwater fish behaviour. |
| **V. Filming Techniques**<br>• Underwater housings with high-output LED lighting<br>• Pole cameras and probe-style lenses for close-range filming<br>• Underwater camera traps including baited systems<br>• Macro and close-focus cinematography for small fish and invertebrates<br>• Shallow-water filming in wetlands, floodplains, and canal margins<br>• Controlled aquaculture environments for clearer underwater behavior<br>• Hydrophones to record underwater soundscapes<br>These techniques are widely used in international freshwater documentaries and enable the portrayal of aquatic life rarely seen by the public. |
| **VI. Language and Narration**<br>• Primary narration shall be produced in English and Urdu<br>• Local dialects may be incorporated where appropriate<br>• Subtitles shall be provided for national and international audiences |
| **VII. Time Frame**<br>• The total duration of the project will be one years. This timeframe ensures that filming can take place across multiple seasons, capturing river dynamics, breeding cycles, fish migrations, wetland transformations, and the full range of freshwater biodiversity.<br>• Pre-production will require approximately two months.<br>• Data organization and logging will take approximately three months. Field production will take place over eight months, distributed strategically across the one-year period to film key species and habitats at optimal times of the year. post-production will require six months, including editing, color grading, sound design, narration, graphics, and final mastering.<br>• The selected firm will be responsible for planning seasonal filming windows based on species ecology, hydrological changes, and weather patterns. |

| PHASE | DURATION | DETAILS |
|---|---|---|

| | | |
|---|---|---|
| PRE-PRODUCTION (WORK PLAN & SCRIPT DELIVERY) | With in 1 month after award of contract. | Planning, research, script development, logistics, and scheduling of filming windows. |
| DATA ORGANIZATION & LOGGING | 4 months overlap | Organizing collected data, footage, and notes for efficient workflow and reference. |
| FIELD PRODUCTION | 6 months (spread over 1 year) | Strategic filming across seasons to capture key species, habitats, fish migrations, and wetland transformations. |
| POST-PRODUCTION | 4 months overlap | Editing, color grading, sound design, narration, graphics, and final mastering. |
| TOTAL PROJECT DURATION | 1 year | Includes all phases to ensure coverage across multiple seasons and ecological cycles. |

# Section-IV: Bid Data Sheet

## 4.1. Bid Data Sheet (BDS)

The following specific data for the services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Section-II. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| A. Introduction | | |
|---|---|---|
| **BDS Clause Number** | **ITB Number** | **Amendments of, and Supplements to, Clauses in the Instruction to Bidders** |
| **1.** | **2.1.1** | Name of Procuring Agency: Project Management Unit (PMU) Establishment of Aqua Hubs Business Hubs<br><br>The subject of procurement is: **Hiring the services for production of Documentary Series and Coffee Tabel Book on Fisheries and Aquaculture of Punjab** as per Section – III. Technical Specifications.<br><br>Contract Period for **Hiring the services for production of Documentary Series and Coffee Tabel Book on Fisheries and Aquaculture of Punjab**: One (1) years (Extendable for another terms), on mutually agreed T&Cs.<br><br>Commencement date: as per the effective date of contract. |
| **2.** | **2.1.2** | Financial Year for the Operations of the Procuring Agency: Financial Year (2026-27)<br><br>Name of Project: Establishment of Aqua Business Hubs in Punjab, PMU.<br><br>Name of Financing Institution: Establishment of Aqua Business Hubs in Punjab, PMU.<br><br>Name and Identification Number of the Contract: **Invitation of Bid for Hiring the services for Production of Documentary Series and Coffee Tabel Book on Fisheries and Aquaculture of Punjab.** |
| **3.** | **2.1.3 (iv)** | **Maximum number of members in the joint venture, consortium or association shall be:** |

| | | |
|---|---|---|
| | | **Joint venture of any kind is not allowed** to participate in the bid. (Please attach a declaration on letterhead that bidder is not participating as a Joint Venture.) |
| 4. | 2.1.4 | Ineligible country(s) is or are: **Not Applicable (National Bidding)** |
| | B. | **Bidding Documents** |
| 6. | 2.2.2 | The address for **clarification** of Bidding Documents is: may be requested by **July 23 2026, before 4:00 PM** through message box option of e-tendering portal **(https://eprocure.gov.pk/)** and no response shall be given, if not requested through the message box of e-tendering portal. |
| 7. | 2.2.2 | **Pre-bid meeting** will be held on dated **July 24, 2026 on 11:00 AM.** Those bidders who are interested to participate through an online link can request on or before **July 23, 2024 by 5:00 PM** so that the link could be shared with them. The PMU's Procurement Team will address and guide the bidders regarding the submission of bid on e-tender portal along with the other queries (if any). Queries related to bids and other procurement related issues can be made at mpc.eaph.dofh@punajb.gov.pk |
| 8. | 2.3.9 & 2.4.1 | **Single stage two envelopes** bidding procedure will be followed. Complete bid containing the Technical (Eligibility & Technical Envelopes) and Financial (Commercial Envelope), with all required information, documentary evidence, and annexures must be submitted on the e-tendering portal before the closing dated. |
| | C. | **Bid Price, Currency, Language and Country of Origin** |
| 9 | 2.3.1 | Language of the bid shall be English. |
| 10 | 2.3.4 | The price quoted shall be in **PKR**. **Including all applicable taxes**. Delivery must be at PMU, Lahore office. |
| 11. | 2.3.4 & 2.3.9 | Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract, duration of this contract shall be **one year** during which the prices shall be fixed. |
| | D. | **Preparation and Submission of Bids** |
| 13. | 2.1.3 | **Eligibility / Knock Down Criteria** |

| Sr. No. | Eligibility Criteria Details | Response/ Elaboration/ Proof Required | Attached Supporting Documents /Proof and |
|---|---|---|---|

| | | | | | mark (Yes/No) | |
|---|---|---|---|---|---|---|
| | | | | | YES. | NO. |
| | | 1 | Evidence of the bidding firm / company / AOP / Sole proprietor registration / incorporation is required. | (Please attach copy of certificate of incorporation / registration certificate / NTN Registration. | | |
| | | 2 | Must be an Active Taxpayer as per "Active Taxpayer List" of FBR on the day of submission. | (Please attach proof to ascertain that bidder is on active taxpayer list of FBR.) | | |
| | | 3 | Must be an Active Taxpayer as per "Active Taxpayer List" of General Sales Tax (GST) / Provincial Sales Tax (PST) where applicable. | (Please attach proof to ascertain that the bidder is on active list of General Sales Tax (GST) / Provincial Sales Tax (PST). | | |
| | | 4 | Affidavit on stamp paper (**duly attested by oath commissioner**) as per the Form 8.5 of the tender document, declaring that bidder is not blacklisted or debarred by the Procuring Agency or Authority PPRA. | (Please attach copy of Affidavit attested by **oath commissioner** (as per the form 8.5 of the tender document) on stamp paper of not less than Rs 100, declaring that the bidder is not blacklisted by the Procuring Agency, and original affidavit must be delivered to PMU office as per the mentioned address before the closing date and submission time of the bid.) | | |

| | | |
|---|---|---|
| | | **NOTE:**<br>**If the bidder fails to provide information as per the above-mentioned or does not fulfil the requirement of, "Eligibility Criteria" shall be disqualified and declared ineligible from the bidding process and its technical evaluation shall not be carried out.** |
| **14.** | **2.1.1** | **Bid shall be submitted to:**<br>Complete bid containing the Technical (Eligibility & Technical Envelopes) and Financial (Commercial Envelope), with all required information, documentary evidence, and annexures must be submitted on the e-tendering portal before closing dated. |
| **15.** | **2.4.2** | The deadline for Bid submission is:<br>**July 31, 2026, at 03:00 PM** |
| **16.** | **2.5.1** | Technical proposals shall be publicly opened on the same day i.e., **July 31, 2026, at 03:30 PM** in the presence of bidder's representatives who wish to attend it at PMU, Procurement Department at 9-A, Bahawalpur Road, Chauburji, Lahore – Pakistan. |
| **17.** | **2.6.2** | **Amount of Performance Guarantee is:** Successful bidder will submit a performance guarantee in the form of a bank guarantee of **5%** of contract value within fifteen (15) days of the receipt of notification of award/letter of Intent (LOI) from the Procuring Agency which will be returned after completion of contract. |
| **18.** | **2.3.6** | **Estimated Contract Price is:** PKR **110 Million/-**<br>**Amount of Bid Security is:** Bid Security of **1%** (i.e., Rs. 1,100,000 (One Million One Hundred Thousand Rupees) through e-procurement porta before the opening of the bid. The Bid Security should be valid for a period not less than 6 months Bid Security of disqualified bidders will be returned after awarding the contract to the successful bidder on request. |
| **19.** | **2.3.7** | **Bid validity period after opening of the Bid is:**<br>The bid shall remain valid for the period of 180 days from the date of bid opening. |
| | **E.** | **Opening and Evaluation of Bids** |
| **20.** | **2.5.1** | The Bid opening shall take place at:<br>Aqua Business Hubs, PMU, Procurement Department on 9-A, Bahawalpur Road, Chauburji, Lahore – Pakistan. |

| | | |
|---|---|---|
| **21.** | **2.3.4** | The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: **PKR** |
| | | **F. Bid Evaluation Criteria** |
| **22.** | **2.5.8** | The technical proposal of eligible organizations will be evaluated against requirements specified in the evaluation criteria given below. Passing marks for the technical qualification are 65. The Financial bid of only technically qualified bidders shall be opened. |
| **23.** | **2.5.8** | Financial Evaluation Criteria: Contract shall be awarded based on **Least Cost Selection Method**.<br>The Financial Proposals of only eligible bidders with technically qualified will be opened publicly in the presence of bidders or their representatives who may choose to be present at the time and place announced prior to the opening. Please provide information regarding Financials Bid Form/Price Schedule and commercial envelope of the E-tendering portal. |

**Note:**

- The financial proposals of only those technically responsive bidders who obtained minimum sixty-five percent (65%) marks shall be opened.
- Technically responsive and the lowest evaluated bidder shall be awarded the contract;

| Technical Evaluation Criteria | | | | |
|---|---|---|---|---|
| **S. No.** | **Descriptions** | **Total Points** | **Categorized Points** | **Remarks** Attachment of relevant evidence in each case is mandatory. In case of non-compliance no marks will be awarded |
| **1** | **Registration of Firm** | **15** | | Registration Certificate of SECP. If no valid attachment is provided in **Section,** then no marks for this section will be awarded. |
| | Experience of operating in the genre of natural history films for **more than 5 years** | | 15 | |
| | Experience of operating in the genre of natural history films for **at least 5 years** | | 10 | |
| **2** | **Client Portfolio International** | **15** | | Documentary proof (copies of the contract / completion letters / engagement letters / service orders / client satisfaction letter) should be furnished. If no valid attachment is provided in **Section,** then no marks for this section will be awarded. |
| | The firm should have the experience of being engaged in more than 2 big productions with leading organizations in the field of natural history filmmaking such as the BBC and National Geographic or equivalent. | | 15 | |
| | The firm should have the experience of being engaged in at least 2 big productions with leading organizations in the field of natural history filmmaking such as the BBC and National Geographic or equivalent. | | 10 | |
| **3** | **Financial Capability/Annual Turn Over/ Sales/ Revenue (Last Year)** | **15** | | Copy of financial audit reports & statements of 2024-25 done by ICAP / SBP / ICMAP registered auditing firm (where applicable as per the law) or tax return of 2024-25. If no valid attachment is provided in **this section** then no marks for this section will be awarded. |
| | Annual turnover / revenue of the bidder is more than PKR 60 million. | | 15 | |
| | Annual turnover / revenue of bidder is at least PKR 50 million to 60 million | | 10 | |

| | | | | |
|---|---|---|---|---|
| **4** | **Client Portfolio National (Public Sector)** | **20** | | Documentary proof (copies of the contract / completion letters / engagement letters / service orders / client satisfaction letter) should be furnished. If no valid attachment is provided in **Section,** then no marks for this section will be awarded. |
| | At least one Natural History Documentary Project for Government Entity. | | 10 | |
| | At least one Natural History Coffee table book publication for Government Entity/SOE | | 10 | |
| **5** | **International Landmark Remote Shoots** | **10** | | Documentary proof (Service Order / Contract agreement/ recommendation letter / award letter) should be furnished along with the original content that was developed in the USB and USB must be delivered to PMU office as per the mentioned address before the closing date and submission time of the bid). Marks shall be awarded based on the enrichment, relevance, and soundness of the content.<br>PMU reserves the right to appoint evaluation marks based on the submitted document as per understanding. If no valid attachment is provided in **Sections,** then no marks for this section will be awarded. |
| | The company should have completed at least two remote shoots for landmark blue-chip series such as the planet earth, our planet or equivalent | | 10 | |
| **6** | **International Documentaries** | **15** | | |
| | The company should have at least 3 natural history broadcast length films broadcast on international channels | | 15 | |
| | | | | |
| **7** | **National Documentaries** | **10** | | |
| | The company with 4 and above natural history documentaries broadcast on national TV | | 5 | |
| | The company with less than 4 natural history documentaries broadcast on national TV | | 5 | |
| | **Total Points Awarded** | **100** | | |

**G. Award of Contract**

| | | |
|---|---|---|
| **24.** | **2.6.5** | Percentage for quantity increase or decrease is: *15%* |
| **25.** | **2.6.2** | Amount of Performance Guarantee is: Successful bidder will submit a performance guarantee in form of bank guarantee oof **5%** of contract value within fifteen (15) days of the receipt of notification of award/letter of Intent (LOI) from the Procuring Agency which will be returned after thirty (30) days of completion of contract. |
| **26.** | **2.6.2** | The Performance Security (or guarantee) shall be in the form of bank guarantee. |

## Section-V: General Conditions of Contract

*[The Procuring Agency should formulate General Condition of Contract in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. simple services/janitorial services/security services/repair and maintenance/any other services etc. etc. However, for a standard procurement/contract contents of a generalized General Conditions of Contract may be as follows:]*

**1. Definitions**

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

(a) "The Contract" means the agreement entered into between the Procuring Agency and the Service Provider, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Service Provider under the Contract for the full and proper performance of its contractual obligations.

(c) "The Goods" means all of the equipment, machinery, and/or other materials which the Service Provider is required to supply to the Procuring Agency under the Contract.

(d) "The Services" means those services *{detail to be provided by the Procuring Agency as per its requirements}* and other such obligations of the Service Provider covered under the Contract.

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Procuring Agency" means the organization purchasing the Services, as named in SCC.

(h) "The Procuring Agency's country" is the country named in SCC.

(i) "The Service Provider" means the Bidder or firm supplying the Services under this Contract.

(j) "The Project Site," where applicable, means the place or places named in SCC.

(k) "Day" means calendar day.

**2. Application**

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

**3. Country of Origin**

*[where applicable]*

3.1. All Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.

3.2. The origin of Services is distinct from the nationality of the Service Provider. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

**4. Standards**

4.1. The services supplied under this Contract shall conform to the standards mentioned in the Technical Specifications/work plan/deputation plan.

**5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.**

5.1. The Service Provider shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The Service Provider shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.

5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Service Provider's performance under the Contract if so required by the Procuring Agency.

5.4. The Service Provider shall permit the Procuring Agency to inspect the Service Provider's accounts and records relating to the performance of the Service Provider and to have them audited by auditors appointed by the donors, if so required by the donors.

| | |
|---|---|
| **6. Performance Guarantee** | 6.1. Within fifteen (15) days *[to be decided by the procuring agency*] of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.<br><br>6.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Service Provider's failure to complete its obligations under the Contract.<br><br>6.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:<br><br>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or<br><br>(b) a cashier's or certified cheque or CDR.<br><br>6.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Service Provider not later than thirty (30) days following the date of completion of the Service Provider's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC. |
| **7. Incidental material**<br><br>*[If required and decided by the Procuring Agency]* | 7.1. The Service Provider may be required to provide any of the incidental material if any, specified in SCC: |
| **8. Payment** | 8.1. The method and conditions of payment to be made to the Service Provider under this Contract shall be specified in SCC.<br><br>8.2. The Service Provider's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.<br><br>8.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after |

submission of an invoice or claim by the Service Provider, provided the work is satisfactory.

8.4. The currency of payment is *[to be decided by the Procuring Agency]*

| | |
|---|---|
| **9. Prices** | 9.1. Prices charged by the Service Provider and Services performed under the Contract shall not vary from the prices quoted by the Service Provider in its Bid, with the exception of any price adjustments authorized in SCC {mechanism and formula to be decided by the procuring agency}. |
| **10. Change Orders** | 10.1. The Procuring Agency may at any time, by a written order given to the Service Provider pursuant to GCC Clause 11, make changes within the general scope of the Contract, only if required for the successful completion of the job.<br><br>10.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Service Provider's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price, or both, and the Contract shall accordingly be amended. Any claims by the Service Provider for adjustment under this clause must be asserted within thirty (30) days from the date of the Service Provider's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated. |
| **11. Contract Amendments** | 11.1. Subject to GCC Clause 10, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. |
| **12. Assignment** | 12.1. The Service Provider shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency. |
| **13. Sub-contracts** | 13.1. The Service Provider shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Service Provider from any liability or obligation under the Contract.<br><br>13.2. Subcontracts must comply with the provisions of GCC Clause 12. |

**14. Delays in the Service Provider's Performance**

14.1. Performance of Services shall be made by the Service Provider in accordance with the Schedule of Requirements/Work Plan/ Deputation Plan as prescribed by the Procuring Agency in Section VII.

14.2. If at any time during performance of the Contract, the Service Provider or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Service Provider shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Service Provider's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

14.3. Except as provided under GCC Clause 17, a delay by the Service Provider in the performance of its delivery obligations shall render the Service Provider liable to the imposition of liquidated damages.

**15. Liquidated Damages**

15.1. Subject to GCC Clause 17, if the Service Provider fails to provide the Services as per requirement/ within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 16 along with other remedies available under PPR-14.

**16. Termination for Default**

16.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Service Provider, may terminate this Contract in whole or in part:

(a) if the Service Provider fails to deliver any or all of the service within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 14;

(b) if the Service Provider fails to perform any other obligation(s) under the Contract; or

(c) if the Service Provider, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:
(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; 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, noncompetitive levels and to deprive the procuring agency 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; it may include any of the following:

i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in

order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process

16.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service Provider shall be liable to the Procuring Agency for any excess costs for such similar Services. However, the Service Provider shall continue performance of the Contract to the extent not terminated.

**17. Force Majeure**

17.1. Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Service Provider shall not be liable for forfeiture of its Performance Guarantee, 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.

17.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Service Provider and not involving the Service Provider's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Service Provider, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of "Force Majeure".

25.3. If a Force Majeure situation arises, the Service Provider 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 Service Provider 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. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

**18. Termination for Insolvency**

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

**19. Termination for Convenience**

19.1. The Procuring Agency, by written notice sent to the Service Provider, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Service Provider under the Contract is terminated, and the date upon which such termination becomes effective.

19.2. The Services that are complete and ready for shipment (if applicable) within thirty (30) days after the Service Provider's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Services, the Procuring Agency may choose:

(a) to have any portion completed and delivered at the Contract terms and prices; and/or

(b) to cancel the remainder and pay to the Service Provider-an agreed amount for partially completed Services and for materials and parts previously procured by the Service Provider.

**20. Resolution of Disputes**

20.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Service Provider 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.

20.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Service Provider have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

**21. Governing Language**

21.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence

| | |
|---|---|
| | and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language. |
| **22. Applicable Law** | 22.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC. |
| **23. Notices** | 23.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.<br><br>23.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later. |
| **24. Taxes and Duties** | 24.1. Service Provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring Agency. |
| **25. Change in minimum wage rate** | 25.1. If during the continuation of the service contract, minimum wage rate is revised by the competent authorized forum, then the ongoing contract shall be revised as per percentage increased in minimum wages declared for such category. |
| **26. Extension in Contract period** *{where applicable and if the procuring agency opts to include this condition, this should be included in original advertisement as well}* | Initially the contract will be for one (1) year. However, the same would be extended by the competent authority, on the satisfactory performance by the contractor for further a period of _____ (____) years on the same rate & TORs. Extension in the contact agreement shall be the discretion of the procuring agency and the contractor has no right to claim further extension as a matter of right in the contract. |

# Section-VI. Special Conditions of Contract

## Special Conditions of Contract

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

**1. Definitions (GCC Clause 1)**

GCC 1.1 (g)—The Procuring Agency is: **Establishment of Aqua Business Hubs in Punjab**

GCC 1.1 (h)—The Procuring Agency's country is: **Pakistan**

GCC 1.1 (i)—The Supplier is: **Awardee**

**2. Performance Guarantee (GCC Clause 6)**

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: 5**%** of contract value.

The Contractor shall cause the validity period of the performance security to be extended for contract period(s) as the contract performance may be extended.

**3. Payment (GCC Clause 8)**

GCC 8.1—The method and conditions of payment to be made to the Service Provider under this Contract shall be as follows:

**Payment for Services provided:** Payment shall be made within 30 days after the submission of the invoice. All the payments shall be made in PKR after applying all the applicable taxes.
Payment may be made in Pak. Rupees in the following manner:

(i) Running Bill modality,

(ii) (ii) Treasury Cheque, or

(iii) (iii) Cross Cheque

**4. Prices (GCC Clause 9)**

GCC 9.1—Prices shall be fixed and shall not be adjusted.

The bidders are required to provide the bifurcation of quoted unit price (as required under Notes to Financial Bid Form/Price Schedule).

**5. Liquidated Damages (GCC Clause 15)**

GCC 15.1—Applicable rate:

Maximum deduction:

a) Any delay in delivery of Services as per agreed time frame will be subject to a penalty of @0.25% per day, up to a maximum 10% of the monthly invoice value.

**6. Resolution of Disputes (GCC Clause 20)**

GCC 20.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 20.2 shall be as follows:

As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Service Provider, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

**7. Governing Language (GCC Clause 21)**

GCC 21.1—The Governing Language shall be: English

**8. Applicable Law (GCC Clause 22)**

GCC 22.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan):

**9. Notices (GCC Clause 23)**

GCC 23.1—Procuring Agency's address for notice purposes: Procuring Agency Address

—Service Provider's address for notice purposes: Awardee Address

## Section-VII. Schedule of Requirements/Work Plan/ Deputation Plan

*EXECUTION SCHEDULE*
*(COMMENCEMENT OF SERVICES)*

| SR # | Description of Deliverables | Delivery Schedule |
|---|---|---|
| **Section – A** | | The bidder must provide required services from the effective date of contract. |
| 1 | As per TOR Scope of Services | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |

Any delay in delivery of Services as per agreed time frame will be subject to a penalty of @2.251% per day, up to a maximum 5% of the contract Amount from running bills.

# Section-VIII: Forms

## 8.1. Bid Form

*[To be signed & stamped by the Service Provider and reproduced on the letter head. To be attached with the Financial Bid, in case of Single Stage Two Envelope Procedure]*

Date: ______________________

*To: [name and address of Procuring Agency]*

Gentlemen and/or Ladies:

Having examined the Bidding documents including Addenda Nos. *[insert numbers],* the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.7 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

***[In case of single stage one envelope bidding procedure]***

The Composition of our Bid is**:**

a) Complete bidding document (without filling) signed and stamped by the bidder

b) all the forms relevant to the technical and financial bids (clearly indicated on each form)

c) All the required documents establishing eligibility of bidders/goods shall be made part of the bid.

d) Any other document required by the procuring agency not inconsistent with PPR-14.

***[In case of single stage two envelope bidding procedure]****,*

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

**Technical bid includes the following: -**

a) Complete bidding document (without filling) signed and stamped by the bidder

b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.

c) Copy of bid security form along with copy of financial instruments *[to be decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for …… ( ) Days, beyond the validity of Bid in the manner as prescribed on the bid security form **8.10**.

d) Any other document required by the procuring agency not inconsistent with PPR-14.

**Financial bid includes the following:-**

a) Original Bid form (as per **form 8.1 of** Bidding documents) on letter head of the bidder duly signed and stamped.

b) Price schedule / financial form (as per **form 8.9**) to be reproduced on the letter head of the bidder duly signed and stamped.

c) Original Bid security form (as per **form 8.10**) along with Original financial instrument *[to be decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for …… ( ) Days, beyond the validity of Bid.

d) *Any other document required by the procuring agency not inconsistent with PPR-14.*

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

| **Name and address of service provider** | **Amount and Currency** |
|---|---|
| | |
| | |
| | |

(if none, state "none")

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

Dated this ________________ day of ________________ 20______.

__________________________ ______________________________________

*[signature]* *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____________________________

## 8.2. Bidder's JV Members Information Form

(JV is not allowed for this procurement)

*{To be reproduced and signed & stamped by the lead partner and all JV members on their letter Pad, to be attached with Technical Bid in addition to the JV agreement}*

*{The Service Provider shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Service Provider and for each member of a Joint Venture}.*
Date: *[insert date (as day, month and year) of Bid submission*]
RFB No.: *[insert number of RFB process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page ________ of_ ______ pages

| |
|---|
| 1. Bidder's Name: *[insert Bidder's legal name]* |
| 2. Bidder's JV Member's name: *[insert JV's Member legal name]* |
| 3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]* |
| 4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]* |
| 5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]* |
| 6. Bidder's JV Member's authorized representative information<br>Name: *[insert name of JV's Member authorized representative]*<br>Address: *[insert address of JV's Member authorized representative]*<br>Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]*<br>Email Address: *[insert email address of JV's Member authorized representative]* |
| 7. Attached are copies of original documents of *[check the box(es) of the attached original documents]*<br>☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.<br>☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Service Provider.<br>8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership. |

## 8.3. Bidder Profile Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

<table>
<tr><th colspan="4">Organization Information</th></tr>
<tr><th>Sr. #</th><th>Required Information</th><th colspan="2">Response</th></tr>
<tr><td>1</td><td>The legal name of the organization</td><td colspan="2"></td></tr>
<tr><td>2</td><td>Year of Registration / Establishment of the Organization</td><td colspan="2"></td></tr>
<tr><td>3</td><td>National Tax Number</td><td colspan="2"></td></tr>
<tr><td></td><td>General / Punjab Sales Tax Number</td><td colspan="2"></td></tr>
<tr><td rowspan="7">5</td><td rowspan="7">What is the legal status of your organization? Tick the relevant box (one box only). (Attach Copy/Copies of Registration Certificate/s)</td><td>Public Sector Organization</td><td></td></tr>
<tr><td>Section 42 Company</td><td></td></tr>
<tr><td>Public Ltd. Company</td><td></td></tr>
<tr><td>Private Ltd. Company</td><td></td></tr>
<tr><td>Private Partnership Firm</td><td></td></tr>
<tr><td>Sole Proprietor</td><td></td></tr>
<tr><td>Others (Please specify)</td><td></td></tr>
<tr><td>6</td><td>Name and designation of ‘Head of Organization’</td><td colspan="2"></td></tr>
<tr><td rowspan="6">7</td><td>Mobile:</td><td colspan="2"></td></tr>
<tr><td>Phone/s:</td><td colspan="2"></td></tr>
<tr><td>Email:</td><td colspan="2"></td></tr>
<tr><td>Fax:</td><td colspan="2"></td></tr>
<tr><td>Address of organization:</td><td colspan="2"></td></tr>
<tr><td>Website address:</td><td colspan="2"></td></tr>
<tr><td rowspan="5">8</td><td>Name and designation of ‘Contact Person’:</td><td colspan="2"></td></tr>
<tr><td>Phone/s:</td><td colspan="2"></td></tr>
<tr><td>Mobile:</td><td colspan="2"></td></tr>
<tr><td>Email:</td><td colspan="2"></td></tr>
<tr><td>Fax:</td><td colspan="2"></td></tr>
</table>

**a) Details of Experience (Last Five Years)**

| Relevant Experience | | |
|---|---|---|
| **Sr. #** | **Required Information** | **Response**<br><br>**(Please provide exact information with the organization name, location/s, and duration)**<br><br>Provide data in the sequence given below |
| 1 | Name of Organizations with addresses | i. |
| | | ii. |
| | | iii. |
| | | iv. |
| 2 | Start and end dates of providing Goods/Services (For example – Jan 2010 to September 2020) | i. |
| | | ii. |
| | | iii. |
| | | iv. |
| 3 | Goods/Services provided to Number of companies/firms | i. |
| | | ii. |
| | | iii. |
| | | iv. |

## 8.4. General Information Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

| | **Particulars** | | |
|---|---|---|---|
| **Company Name** | | | |
| **Abbreviated Name** | | | |
| | | | |
| **National Tax No.** | | **Sales Tax Registration No** | |
| | | | |
| **PRA Tax No.** | | | |
| **No. of Employees** | | **Company's Date of** | |
| | | **Formation** | |
| | | | |

*Please attach copies of NTN, GST Registration & Professional Tax Certificate

| | | | |
|---|---|---|---|
| **Registered Office Address** | | State/Province | |
| **City/Town** | | Postal Code | |
| **Phone** | | Fax | |
| **Email Address** | | Website Address | |

## 8.5. Affidavit

*[To be printed on not less than PKR 100 Stamp Paper, duly **attested by oath commissioner**. To be attached with Technical Bid]*

**Name: ______________________________________**

*(Applicant)*

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*. The undersigned further affirms on behalf of the bidder that:

(i) The bidder is neither currently blacklisted by any Department nor any litigation is pending before PPRA or any other court of law competence in this regard against any such blacklisting order.

(ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the bidder shall be blacklisted as per Law/ Rules.

(iii) Affidavit for correctness of information.

(iv) Bidder is not blacklisted or subject to any pending litigation in this regard, with any Government or Public Department.

(v) The bidder comply with Section – III “Technical Specifications”, and Section – VII “Schedule of Requirements” of the Bidding Document.

*[Name of the Contractor/ Bidder/ Service Provider]* undertakes to treat all information provided as confidential.

*Signed by an authorized Officer of the company*

Title of Officer: ________________________

Name of Company: ________________________

Date: ________________________

## 8.6. Performance Guarantee Form

*(Applicable in case of Bank Guarantee only)*
*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

**To,**
*[name and address of the Procuring Agency]*

**WHEREAS** (Name of the Contractor/ Service Provider) ___________________________________________ hereinafter called "the Contractor" has undertaken, in pursuance of **"**INVITATION TO BID FOR THE **"PROVISION OF _________"** procurement of the following:
1. [***Please insert details***].
(Here in after called "the Contract").
**AND WHEREAS** it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract;
**AND WHEREAS** we have agreed to give the Contractor a Guarantee;
**THEREFORE WE** hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of ___________________________________(Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of ___________________________(Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

**[NAME OF GUARANTOR]**
Signature__________________________________

Name_____________________________________

Title _____________________________________

Address___________________________________

Seal______________________________________

Date______________________________________

## 8.7. Technical Bid Form

*[(i)To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid.*
*(ii) Item names and quantities must be reproduced from Section – III (Technical Specifications). If any deviations are needed, it must be mentioned/quoted, separately in the Technical Proposal.]*

| **SR #** | **Description of Deliverables** | **Offered Compliance to Section – III & Section – VII**<br>**Specifications/Dimensions** |
|---|---|---|
| **Section – A** | | |
| 1 | As per TORs and scope of services | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |

**Stamp & Signature of Bidder ________________________**

## 8.8. Contract Form

**DATED ________, 2024**

**AGREEMENT FOR THE HIRING OF A BIDDER FOR STUDENT TESTIMONIAL SERVICES**

**BETWEEN**

**Aquaculture Business Hubs**

**AND**

**[Company]**

This agreement ("**Agreement**") is for the hiring of a bidder for student testimonials, and is made at Lahore, Pakistan this ___ day of May 2024 ("**Effective Date**").

**By and Between**

1. **Aquaculture Business Hubs PMU** having its registered office at 9-A, Bahawalpur Road, Chauburji, Pakistan, hereinafter referred to as "**PMU**" which expression shall, unless repugnant to the meaning or context thereof, mean and include its successors and permitted assigns;

**AND**

2. **Party B**, _________________, hereinafter referred to as the "**Company**" which expression shall, unless repugnant to the meaning or context thereof, mean and include its successors and permitted assigns.

The PMU and the Company shall hereinafter be individually referred to as "**Party**", and jointly as the "**Parties**."

**RECITALS**

**WHEREAS,**

A. Aquaculture Business Hubs, ("**PMU**") established by the Aquaculture and Fisheries Department, Government of Punjab. In this regard PMU desires to engage the Company for the purposes of provisioning of digital media & video services (**"Services"**) as envisaged herein this Agreement and specified under Appendix-A ("Scope of services").

B. The Government of Punjab ("**GoP**") through PMU has initiated a tender process for the procurement of Services;

C. The Company, is desirous of providing the aforesaid Services and submitted its proposal/bid on _________ and the proposal/bid has been deemed successful for awarding of this Agreement;

D. The Company has agreed to offer and the PMU has agreed to procure the envisaged Services on the terms and conditions set out herein below;

E. The Recitals and appendices attached hereto shall be read and construed as an integral part of the Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth in this Agreement and other good and valuable consideration, the sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties hereby agree to as follows:

## 1. Scope of Work

1.1. The Company agrees to provide the Services in accordance with the specifications as specified under Appendix-A subject to negotiations in accordance with the PPRA Rules 2014.
1.2. The Company further agrees to provide all related services which may be required by the PMU at any time during the term of the Agreement.

## 2. Term and Payment

2.1. This Agreement shall come into force on the Effective Date and its duration shall be One (1) year extendable for another terms.
2.2. PMU may extend the duration of this Agreement for another term with the mutual consent of both the Parties, on the same terms and conditions.
2.3. Time is of the essence in this Agreement and, whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement. In case of any sort of delay in the performance by the Company, PMU shall be entitled to deduct 1% per day up to a maximum of 10% of the monthly invoice value till such delay continues as per the scope of work.
2.4. In consideration of the satisfactory provision of Services and related services, PMU shall pay an amount (inclusive of all applicable taxes & out of pocket expenses) of PKR _______ as per the appendix – B ("Payment Terms").
2.5. All payments made hereunder shall be made subject to applicable tax deductions.

## 3. Performance Guarantee

3.1. The Company shall submit a Performance Guarantee (in the form of pay order or bank guarantee as is acceptable by PMU) equal to the amount of 5% of the total value of this Agreement at the time of signing of this Agreement. The Company shall ensure that the Performance Guarantee is valid and enforceable for the duration of this Agreement.
3.2. The Performance Guarantee shall be returned after the successful completion of this Agreement.

## 4. Obligations

4.1. In the provision of Services and related services to PMU, the Company shall, at all times, observe and comply with all the guidelines and policies of PMUS communicated to the Company from time to time.
4.2. The Company shall exercise reasonable care and due diligence in the performance of all obligations arising out of or in relation to this Agreement.
4.3. The Company shall carry out all activities under this Agreement with the highest standards of quality, professional and ethical competency and integrity.
4.4. The Company shall ensure that the Services provided pursuant to the Agreement are up to the standards as communicated by PMU and PMU has the right to request changes to the deliverables and Services provided by the Company to ensure that the Services are as per the requirement and expectation of PMU.
4.5. The Company shall ensure that the Services and all related services provided are of the best quality and comply with the specifications communicated by PMU to the Company and as laid down in Appendix A.

4.6. The Company shall retain and maintain all records related to the Agreement during the life of the Agreement and five (05) years after the expiry of this Agreement.
4.7. The Company shall provide professional, objective, and impartial services, at all times holding PMU's interest's paramount.
4.8. The Company shall ensure that the professional staff required for performing the Services and fulfilling its obligations under this Agreement is available at all times.
4.9. The Company shall comply with the Business Rules, Monitoring Rules and all other rules of PMU in providing the Services.

5. **Warranties and Representations**

5.1. The Company's warranties and representations:

5.1.2. The Company warrants and represents that it has submitted Performance Guarantee of 5% of the total value of this Agreement as stipulated herein and the tender document to the PMU.
5.1.3. The Company warrants and represents that it has submitted the Bid Security amounting to PKR 1,100,000 (one million one hundred thousand rupees) as stipulated in the tender document to the PMU.
5.1.4. The Company warrants and represents that it has the legal right and capacity to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized and no proceedings on part of any person are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.
5.1.5. The Company is legally entitled, validly existing and carrying on its business under the laws of Pakistan and complies with the eligibility criteria set out in the expression of interest and the request for proposal document.
5.1.6. The Company warrants and represents that it has the required professional skills, knowledge, expertise technical and financial resources required for the purposes of providing the Services and related services and carrying out all related activities in relation to this Agreement.
5.1.7. The Company warrants and represents that it shall comply with any alteration or replacement requests made by PMU to ensure that the Services and any related services are up to the standards and expectations of PMU, at no additional cost to the PMU.
5.1.8. The Company warrants and represents that the Services provided in connection to this Agreement are free from defects and up to or exceeding industry standards, the quality and fitness for which shall be determined by PMU.
5.1.9. The Company warrants and represents that it has the requisite experience of providing the Services required in connection with this Agreement.
5.1.10. The Company warrants and represents that it shall be legally responsible for all acts of its employees, sub-contractors, independent contractors etc. (if any) providing the Services. Provided, that the Company has taken written permission from the PMU to delegate/assign any employee/contractor the obligations of this Agreement.
5.1.11. The execution and performance of this Agreement does not constitute a violation of any applicable laws of Pakistan and/or any agreement/understandings to which any or each of the said Parties are bound by.
5.1.12. The Company warrants that it possesses all requisite licenses, qualifications, certifications, registrations, regulatory approvals etc. for entering into, and performing its obligations under this Agreement.

5.1.13. The Company warrants and represents that there are no proceedings pending, or threatened, (i) for its dissolution or bankruptcy or (ii) that could adversely affect the performance of its respective obligations under this Agreement or the transaction contemplated hereby.

5.1.14. The Company warrants and represents that it shall provide professional, objective and impartial Services and at all-time hold the PMU's interests' paramount, strictly avoid conflicts with other assignments or its own corporate interests and act without any consideration of future work.

5.1.15. The Company warrants that it shall perform its obligations with all due diligence and efficiency and to the satisfaction of the PMU and shall exercise such skill and care in performance of the same in accordance with the best professional techniques, standards and practices in the training industry in engagements of similar scope, complexity and duration.

5.1.16. This Agreement and all documents to be executed by the Company and to be delivered to the PMU are/shall be duly authorized, registered, executed and delivered, and are/shall be legal, valid, and binding obligations of the Company.

5.2. <u>PMU's warranties and representations:</u>

5.2.1. This Agreement and all documents executed or to be executed by the PMU and to be delivered to the Company in connection herewith are/shall be duly authorized, executed and delivered, are legal, valid and binding obligations of the PMU enforceable in accordance with their respective terms, and do not violate the provisions of any agreement, judicial order, governmental ruling or applicable state or federal law or regulation to which the PMU is a party or to which the PMU is subjected to.

## 6. <u>Indemnities and Liabilities of the Company</u>

6.1. The Company shall be fully liable for the obligations arising out of or in connection with this Agreement.

6.2. The Company shall defend, indemnify and hold safe and harmless the PMU and its respective owners, employees, representatives and affiliates from and against any and all claims, demands, complaints or actions, including those by third parties (including employees of the Company, its subcontractors and government agencies), arising from or relating to this Agreement (including personal injury, death, property damage or damage to the environment) to the extent arising out of or in connection with any breach of this Agreement or violation of law by the Company or any contractor thereof, and including claims of or actual joint or concurrent negligence, but not including any sole or gross negligence, or willful misconduct of the PMU. The claims, demands, complaints and actions covered hereunder include but are not limited to all settlements, losses, liabilities, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions.

## 7. <u>Indemnities and Liabilities of PMU</u>

7.1. Except for a breach of this Agreement, in no event shall the PMU be liable to the Company for any loss of profits, loss of business, interruption of business, or for indirect, special, incidental or consequential damages of any kind, even if such Company or PMU received advance notice of the possibility of such damages.

7.2. The Company shall have no claim against the PMU for any liability whatsoever unless expressly provided in this Agreement. In this regard, the PMU's liability shall be excluded to the fullest extent permitted under law and to the extent it cannot be excluded under law; the maximum overall liability of the PMU shall not exceed value of the contract for any and all claims and losses.

7.3. The PMU shall not be responsible for any reimbursements with respect to any cost/out of the pocket expenses incurred in connection to the execution or performance of this Agreement by the Company unless agreed by the PMU in writing.

## 8. Events of Default and Termination

8.1. The following events shall each constitute an "Event of Default" by the Company and PMU upon such Event of Default shall be entitled to forthwith terminate this Agreement without any notice:

(a) If the Company fails to timely complete the Services or fails to provide the deliverables within the stipulated timeframes.

(b) If the Company fails to disclose any situation of actual or potential conflict that impacts its capacity to serve the best interest of PMU, or that may reasonably be perceived as having such effect;

(c) If the Company violates or breaches, or materially fails to fully and completely observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Agreement and does not cure such violation, breach or failure within thirty (30) days after PMU gives the Company written notice of such violation, breach or failure, or, if such violation, breach or failure can be cured but not within thirty (30) days with the use of diligent efforts, if the Company does not commence to cure such violation, breach or failure within such thirty (30) days period.

(d) If the Services provided do not conform to any requirements of PMU and subject to the same being informed to the Company in writing the same is not replaced and/or rectified within 30 days of such intimation and/or notification.

8.2. PMU reserves the right to terminate the Agreement, in whole or in part, at any point in time without assigning any reasons whatsoever with a one-month notice.

## 9. Entire Agreement

9.1. This Agreement, together with the Annexures A and B constitutes the entire agreement and understanding of the Parties with respect to its object and supersedes and cancels any prior representation, commitment, undertaking or agreement between the Parties, whether oral or written, with respect to or in connection with any of the matters or things to which such Agreement applies or refers.

9.1.1. the Bid Form and the Price Schedule submitted by the Supplier;

9.1.2. the Procuring Agency's Notification of Award.

9.1.3. Complete Bidding document

## 10. Record

10.1. The Company shall retain all the record and working papers including monthly/quarterly reports, contracts, policies/ procedures invoices, receipts and other documentary evidence in connection with the execution of this Agreement for a period of five years after the termination of this Agreement.

**11. Assignment and Sub-contracting**

11.1. The Company shall not assign, transfer or in any other way alienate any of its rights or obligations under this Agreement whether in whole or in part without the prior written consent of PMU.

11.2. The Company shall not sub-contract the provisioning of the Services or any related services without the express written permission of PMU.

**12. Confidentiality**

12.1. Except as otherwise permitted by this Agreement, neither of the Parties to this Agreement may disclose to third parties the contents of this Agreement or any information (other than tax advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary.

12.2. Either Party may, however, disclose such information to the extent that it:

12.2.1. Is or becomes public other than through a breach of this Agreement;

12.2.2. Is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;

12.2.3. Was known to the recipient at the time of disclosure or is thereafter created independently;

12.2.4. Is disclosed as necessary to enforce the recipient's rights under this Agreement; or

12.2.5. Must be disclosed under applicable law, legal process or professional regulations.

12.3. Either Party may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

**13. Blacklisting**

13.1. After signing the Agreement, if the Company is unable to fulfil its obligations and/or abandons the project without any cogent reason and/or commits fraud or corruption, harassment or discrimination, the Company may be blacklisted by PMU and may be prohibited from participating in any PMU funded schemes in the future.

**14. Force Majeure**

14.1. Any event or circumstances beyond the reasonable control of a Party and unavoidable by the affected Party by exercise of due care shall be deemed as an 'event of Force Majeure'. This shall include, but not be limited to, earthquakes, tsunami, fire, explosion, terrorism, storm, pandemics, flood, lightening, war and hostilities.

14.2. If either Party is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof.

14.3. Neither Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other Party, and the time for performance of that obligation shall be extended accordingly.

**15. Notices**

15.1. A notice or other communication under or in connection with this Agreement shall be:

(a) in writing;

(b) in the English language; and

delivered personally, sent by courier or transmitted by email to the Party to which it is intended to be delivered.

15.2. **Addresses:**

| PMU | [THE COMPANY] |
|---|---|
| 9-A, Bahawalpur Road, Chouburji, Lahore | [ADD] |

**16. Severability**

16.1. In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provision(s) that is/are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

**17. Variations**

17.1. No variation of this Agreement shall be effective unless in writing and signed by or on behalf of all the Parties.

**18. Intellectual Property and Data Protection**

18.1. All Services provided by the Company for the purposes of this Agreement shall be considered to be commissioned works provided during the course of this Agreement for PMU and shall be the intellectual property of PMU solely and nothing in this Agreement shall construe that the Company is either in whole or a joint owner of any of the materials produced.

18.2. The Company may use the intellectual property of PMU only for the purpose of this Agreement, subject to the express, written consent of PMU. However, it may not sub-license the intellectual property to any other entity or persons nor shall the Company share the works with any third party during or after the term of this Agreement.

18.3. The Company shall in no event make use of any Intellectual Property right of PMU including trademark, copyright, logo, patent and design or any other material without prior written approval of PMU. The Company shall in no event represent itself as owner or licensee or assignee of the said intellectual property rights.

18.4. Any and all data, intellectual property provided by PMU to the Company shall at all times remain the property of PMU. The Company shall not disclose any part of the data to any third party, unless as permitted under this Agreement and the Company shall ensure that it complies with all applicable data protection laws while dealing with the data. All data and Confidential Information provided by PMU to the Company under this Agreement shall be immediately returned or destroyed upon the termination of this Agreement, or as instructed by PMU. PMU shall have the right to immediately terminate this Agreement and claim any damages in the case of any default of this Clause 18 by the Company.

18.5. The Company affirms and agrees that any information including but not limited to data files stored at its designated premises by PMU shall remain the sole property of PMU and nothing in this Agreement shall construe as giving any right on intellectual property, Confidential Information or any data to the Company.

**19. Counterparts**

19.1. This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts and each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but taken together, they shall constitute one and the same instrument.

**20. Amendments**

20.1. Any amendment to this Agreement shall only be binding if executed in writing by the Parties through their duly authorized representatives.

**21. Arbitration and Governing law**

21.1. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Pakistan and the Parties consent and submit to the jurisdiction and service of process to the courts in Lahore.

21.2. The Parties shall attempt, in good faith, to resolve any dispute arising out of this Agreement, within five (05) business days, following the receipt by one Party of a written notice of such dispute from the other Party. In case the Parties are unable to resolve the dispute of this Agreement, the same shall be referred to mediation in accordance with this Agreement.

21.3. If the Parties are unable to resolve the dispute within such period of five (05) business days, the dispute shall be referred to mediation, to be conducted by the Project Director, or other officers authorized to act as such, of the respective Party (hereinafter the "Mediators"). The Mediators shall have ten (10) business days to negotiate, in good faith, and to resolve the dispute.

21.4. If the aforementioned informal dispute resolution procedure does not resolve the dispute within the stipulated timeline, the dispute shall finally be resolved by arbitration, in accordance with the provisions of the Arbitration Act 1940 (hereinafter the "Act, 1940") or its successive law.

21.5. The Parties agree that in all other disputes, differences and questions in respect of any matter under this Agreement, whether during the term of this Agreement, or any renewals thereof, or after the expiry of this Agreement, arising between them may be referred to arbitration as stipulated in the Arbitration Act 1940 as amended from time to time.

**22. Harassment**

22.1. The Company is expected to treat all persons with whom it interacts or whom it engages for the purpose of providing the Services, with respect and dignity. No worker shall be subjected to corporal punishment, abuse of power, threats, violence, intimidation, or harassment of any kind under the applicable laws.

**23. Discrimination**

23.1. In the process of providing the Services, the Company shall not engage in discrimination based on race, colour, biological sex, nationality, religion, any type of disability or physical characteristics, marital status, sexual orientation, gender identity, social class and age.

**24. Anti-Bribery and Anti-Corruption**

24.1. The Company shall ensure that the Company, the Company's personnel and any other person responsible for providing and performing the Services are in compliance with all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of this Agreement.

24.2. PMU shall have the right to terminate this Agreement if the Company breaches this Clause 24.

**25. Waiver**

25.1. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

**In witness thereof,** each Party has executed and delivered this Agreement as a deed on the date, which first appears above.

| PMU | The Company |
|---|---|
| Establishment of Aquaculture Hubs in Punjab | |
| Name:_______________<br>Designation: Project Director<br>Date: | Name:<br>Designation:<br>Date: |

Witnesses:

1. 

2. 

**Appendix - A**
**(mentioned at Section III Technical Specification)**

## APPENDIX - B
## PAYMENT TERMS

| Sr. Nos. | Descriptions | % of Payments |
|---|---|---|
| 1 | Advance Mobilization after signing of Contract | 22 |
| 2 | Pre-production (work Plan and Script Delivery) | 22 |
| 3 | 50% shoot Completion- Delivery of 2 Trailers & 100 Photographs | 18 |
| 4 | 100 % Shoot Completion-Delivery of 2 more Trailers and 100 photographs | 18 |
| 5 | Final Content Delivery | 20 |

## 8.9. Financial Bid Form/Price Schedule

- *[Item names and quantities must be reproduced from Section – III (Technical Specifications/Scope of Services). If any deviations are needed, it must be mentioned/quoted, separately in the Financial Proposal.*

- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- *To be attached with Financial Bid.]*

<table>
<tr><th>Sr. No.</th><th colspan="2">Description of Deliverables</th><th>Unit of Measurement (UOM)</th><th>Qty</th><th>Unit Price in PKR (Without applicable taxes)</th><th>Applicable Taxes %</th><th>Unit Price in PKR (With applicable taxes)</th><th>Total Price in PKR (incl. of all applicable taxes)</th></tr>
<tr><td rowspan="4">A</td><td colspan="2">I) Feature-Length Documentary:<br>Duration: 45 to 60 minutes<br>Format: 4K broadcast-quality natural history documentary</td><td rowspan="4">Number of Videos</td><td>1</td><td></td><td></td><td></td><td></td></tr>
<tr><td colspan="2">II) Thematic Short Documentaries:<br>Duration: 15 to 20 minutes (each documentary)<br>Format: 4K broadcast-quality natural history documentary</td><td>4</td><td></td><td></td><td></td><td></td></tr>
<tr><td rowspan="2">III) Promotional and Outreach Material:</td><td>International trailer of approximately three minutes</td><td>1</td><td></td><td></td><td></td><td></td></tr>
<tr><td>Shorter promos one for each episode of one to two minutes</td><td>4</td><td></td><td></td><td></td><td></td></tr>
<tr><td>B</td><td colspan="2">Coffee Table Book on Fisheries and Aquaculture of Punjab (As mentioned at section – III Technical Specifications)</td><td></td><td>Lump sum</td><td></td><td></td><td></td><td></td></tr>
<tr><td colspan="9">Total Cost (PKR) in figures =</td></tr>
</table>

| **Total Cost (PKR) in words =** |
| --- |

**Note:**

- In case of difference between unit price and total price, unit price shall prevail, and total price shall be "final". *(Please refer to ITB clause 2.5.6).*
- In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.
- Above mentioned quantities are just for financial evaluation purposes, and the contract will be awarded as per the actual business requirements of PMU.
- Payment shall be made as per the actual provisioning of services by PMU.
- PMU reserves the right to increase or decrease as per business requirement for execution of work.

**Payment Terms:**

- Invoices can be raised monthly (based on the completion of the Animation Videos).
- Payment is to be made within 30 days after the submission of the invoice and service acceptance by the user department.
- All Payments shall be made in PKR, after the deduction of applicable taxes.

**Penalty:**

Any delay in delivery of Services as per agreed time frame will be subject to a penalty of @ 0.25% per day, up to a maximum 5% of the performance Guarantee.

**Stamp & Signature of Bidder** ________________________

## 8.10. Bid Security Form

(Applicable in case of Bank Guarantee only)

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]*

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the services]* (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Procuring Agency]* (hereinafter called "the Procuring Agency") in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of ____________ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:

   (a) fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

_______________________________

*[signature of the bank]*

# Section IX- Check List

*[To be signed and stamped and presented on Bidder's letter head]*

The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

| Sr. # | Detail | Responsive | Non-responsive |
|---|---|---|---|
| 1 | Bid Security of 1% (i.e., Rs. 1,100,000 (Eleven Hundred Thousand Rupees) in the form of a pay-order or demand draft favoring Project Director, Establishment of Aquaculture Hubs in Punjab shall reach to PMU, Procurement Department on 9-A, BAHAWALPUR ROAD, CHAUBURJI, LAHORE– Pakistan before the opening of the bid (Please mention the title of the procurement on envelope). If original bid security is not delivered before the opening of the bid, the bidder shall be disqualified for further proceeding. The Bid Security should be valid for a period not less than 6 months and a scanned copy must be attached in the financial envelope of the e-tendering portal. | | |
| 3 | Active Registration with Income Tax Authorities (National Tax Number NTN), as per the Evaluation Criteria | | |
| 4 | Copy of active Registration with Sales Tax Authorities (STRN), as per the Evaluation Criteria | | |
| 5 | Relevant Past Experience Documents, as per the Evaluation Criteria. | | |
| 6 | Financial Bid Form (as per form 8.1 of Bidding documents) on letter head of the bidder, duly signed and stamped. | | |
| 7 | General Information Form (as per form 8.5 of Bidding documents) on letter head of the bidder duly signed and stamped. | | |
| 8 | Affidavit (as per form 8.5) on non-judicial Stamp Paper of not less than Rs. 100/-.<br>(Please attach copy of Affidavit on stamp paper (duly attested by oath commissioner) of not less than Rs 100, declaring that the bidder is not blacklisted by the Procuring Agency (PMU) or Authority (PPRA), | | |

| | | | |
|---|---|---|---|
| 9 | Technical Bid Form (as per form 8.8 of Bidding documents) on letter head of the bidder duly signed and stamped. | | |
| 10 | Declaration on letterhead that bidder is not participating as Joint venture. | | |
| 11 | Financial Bid Form (as per form 8.10 of Bidding documents) on letter head of the bidder, duly signed and stamped. | | |

**Stamp & Signature of Bidder ________________________**