

# STANDARD BIDDING DOCUMENT



**PUNJAB EXAMINATION COMMISSION  
WAHDAT COLONY, LAHORE**

**PRINTING OF RESULT GAZETTES OF GRADE 5 AND 8 PEC RESULT 2017**

**Dated: 01-03-2017  
Title: PEC/GAZETTE/2017/I**

## **SUMMARY DESCRIPTION**

This is a Standard Bidding Document (SBD) for printing of Result Gazettes for PEC Results 2017 for which a formal prequalification process has not been done. A brief description of the documents contained in this SBD is given below.

**Title: SBD for Printing of Result Gazettes for PEC Exams 2017**

## **PART1-BIDDING PROCEDURES**

### **Section I: Instructions to Bidders (ITB)**

This section provides relevant information to help Bidders prepare their bids. Information is also provided on the submission, opening and evaluation of bids and on award of Contracts. **Section I contains provisions that are to be used without modification.**

### **Section II: Bid Data Sheet (BDS)**

This section consists of provisions that are specific to procurement of services for printing of Result Gazettes and it supplements the information or requirements included in section I, Instructions to Bidders.

### **Section III: Evaluation and Qualification Criteria**

This section contains the criteria to determine the lowest evaluated responsive bid and the qualifications of the Bidders to perform the contract.

### **Section IV: Bidding Forms**

This section contains the Proformas like bid Submission Sheet, Financial Bid and Bid Security to be submitted with the bid.

## **PART 2- SERVICE REQUIREMENTS**

### **Section V: Service Requirements**

This section contains the detail of work/ service required, delivery schedule and technical specifications.

## **PART 3      CONTRACTS**

### **Section VI: General Conditions of Contract (GCC)**

This section contains the general clauses to be applied in the subsequent contract that shall be offered to the successful bidder.

### **Section VII: Special Conditions of Contract (SCC)**

This section contains clauses specific to the contract that modify or supplement section VI, General Conditions of Contract.

### **Section VIII: Contract Forms**

This section contains form of **Contract Agreement**, which, once completed, incorporates any corrections or modifications to the accepted bid relating to amendments as permitted under PPRA Rules, 2014 (updated)

### **Section IX: Oath of Confidentiality**

**PART-1**

**Section I**

**BIDDING PROCEDURE**

**Section I. Instructions to Bidders**

**A. General**

- |          |                         |   |
|----------|-------------------------|---|
| <b>1</b> | <b>Scope of Bid</b>     | 1.1 Punjab Examination Commission invites bids from printing firms in the form of Sole Proprietor, Company, Firm, Consortium, Association of Persons (AOP) Joint Venture (JV) and Group etc. for printing/copying of Result Gazettes for PEC Examination 2017. Procurement shall be governed by PPRA Rules 2014. JVs, AOPs, Consortiums should be registered as per law.  |
| <b>2</b> | <b>Eligible Bidders</b> | 2.1 Firms registered with Income Tax/ Sales Tax Department who fulfills the criteria as per Technical Bid and Services Requirements as per Section V will be eligible for bidding.<br><br>2.2 The bidding firm or their sister concern should not have been blacklisted by any Government, semi government organization. Original Affidavit of Rs.100/- regarding non-corrupt practices, no blacklisting must be attached.<br><br>2.3 Firms that were heavily penalized (more than 25% of total contract value) for unsatisfactory performance of PEC contract/s shall not be considered.<br><br>2.4 Any Government or Semi-Government or Autonomous body intending to participate in bidding should have "NOC" from their competent authority.<br><br>2.5 Formation of any Joint Venture (JV), Consortium, Association of Persons (AOP), and Group should be as per law. |

**B. CONTENTS OF BIDDING DOCUMENTS**

- |          |                                      |  |
|----------|--------------------------------------|--|
| <b>3</b> | <b>Sections of Bidding Documents</b> | 3.1 The bidding document consists of Parts 1, 2 and 3, which include all the Sections indicated below, |
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and should be read in conjunction with any addenda issued in accordance with ITB Clause 5.

**Part 1 Bidding Procedure**

- Section I. Instructions to Bidders (ITB)
- Section II. Bid Data Sheet (BDS)
- Section III. Technical Evaluation and Qualification Criteria.
- Section IV. Bidding Forms

**Part 2 Services Requirements**

- Section V. Services/Work Requirements including technical specifications, quality control, binding , packing & delivery etc.

**Part 3 Contract**

- Section VI. General Conditions of Contract (GCC)
- Section VII. Special Conditions of Contract (SCC)
- Section VIII. Contract Forms

3.2 The Invitation for bids issued by Purchaser “Punjab Examination Commission (PEC)” is not part of contract agreement

3.3 The PEC is not responsible for the completeness of the Bidding Documents and their addenda, if they are not purchased directly from PEC.

3.4 This tender may not be taken as an indication of subsequent supply order and does not in any way commit PEC to purchase the items offered;

3.5 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Document may result in rejection of the bid.

**4. Clarification of Bidding Documents**

4 A prospective bidder requiring any clarification of the bidding document shall contact the Purchaser/PEC in writing at the Purchaser’s address indicated in the BDS. The Purchaser / PEC will respond in writing to any request for clarification, provided that such request is received not later than seven (7) days prior to the deadline for submission of bid. The Purchaser/PEC shall forward copies of its response to all those who have acquired the

bidding documents directly from it but without identifying its source. If the Purchaser/PEC deems it necessary to amend the bidding document as a result of clarification, it shall do so following the procedure under ITB clause 5 and sub-clause 5.2.

- 5. Amendment of bidding documents**
- 5.1 At any time prior to the deadline for submission of bids, the Purchaser/PEC may amend the bidding documents by issuing addenda.
- 5.2 Any addendum issued shall be part of bidding document and shall be communicated in writing to all who have obtained the bidding documents directly from the Purchaser/PEC.
- 5.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser/PEC may, at its discretion, extend the dead line for the submission of bids, pursuant to ITB sub-clause 15.2.

### **C. PREPARATION OF BIDS**

- 6. Cost of Bidding**
- 6 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser/PEC shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- 9. Alternative bid**
- 9 Alternative bids shall not be considered.
- 12. Bid security**
- 12.1 Bid security of Rs. 13000/- against the Bid, in favour of Chief Executive Officer, PEC Lahore in the shape of Pay Order/Bank Draft or CDR issued by any scheduled bank should be **attached with the Technical bid**. The Bidder should affix on the back of the Pay Order/Bank Draft/CDR, the seal/stamp of the Bidder or Group Lead Bidder, as the case may be.
- 12.2 Any bid not accompanied by a substantially responsive bid security in accordance with ITB sub-clause 12.1 shall be rejected by the Purchaser/PEC as being non-responsive.
- 12.3 The Bid Security of unsuccessful bidders shall be returned promptly upon the successful bidder's Furnishing of the Performance Security pursuant to ITB Clause 26 sub clause 26.3.

- 12.4 The bid security may be forfeited:
- (a) If a bidder withdraws its bid during the period of bid validity specified in BDS;
  - (b) If a bidder provides false or fabricated information;
  - (c) If a bidder provides outdated information that has a bearing on the outcome of the bidding process;
  - (d) If a bidder tries to influence the procurement process;
  - (e) If the successful bidder fails to:
    - (i) Sign the contract in accordance with ITB Clause 27;
    - (ii) Furnish a Performance Security in accordance with ITB Clause 28.

12.5 The Bid Security of Sole Proprietor, Company, Firm, JV/Consortium, AOP, Group etc. must be issued by Sole proprietor, Company, Firm or by the Group Leader in case of Group or one Lead Member of the JV, Consortium and AOP that submits the bid.

**13. Format and Signing of Bid Document**

13.1 The Bidder shall prepare one original document comprising the bid and clearly mark it "ORIGINAL" on the relevant Proformas given in the Standard Bidding Document (SBD).

13.2 The original bid shall be signed by the Bidder himself or a person duly authorized to sign on behalf of the Bidder.

13.3 For financial bid, any interlineations, erasures, cuttings or overwriting shall be valid only if they are signed by the authorized person signing the bid.

13.4 For financial bid, use of white correcting fluid for any of the above, even if attested, shall be considered as invalid.

**14. Sealing and Marking of Bid**

**D. SUBMISSION AND OPENING OF BID**

14.1 Bidders may submit their bids by hand.

14.2 The Bidder shall enclose the Technical Bid and Financial Bid along with all relevant attachments in separate sealed envelopes, duly marking the envelopes as "TECHNICAL BID" and "FINANCIAL BID". These envelopes shall then be

- enclosed in one single envelope and shall be sealed.
- 14.3 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder:
  - (b) be addressed to the Purchaser
  - (c) Sealed properly by self-adhesive paper and signed with stamp.
- 14.4 If envelopes are not sealed and marked as required, the Purchaser/PEC will assume no responsibility for the misplacement or premature opening of the bid.
- 15. Deadline for Submission of Bid**
- 15.1 Bid must be received by the Purchaser/PEC at its address and no later than the date and time indicated in the BDS.
- 15.2 The Purchaser/PEC may, at its discretion, in unavoidable circumstances extend the deadline for the submission of the bids by amending the bidding documents in accordance with ITB clause 5, in which case all rights and obligations of the Purchaser/PEC and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.
- 16. Late Bid**
- 16 The Purchaser/PEC shall not consider any bid that arrives after the deadline for submission of bids. Any bid received by the Purchaser/PEC after the deadline for submission of bids shall be declared late, rejected, and shall be returned unopened to the Bidders.
- 17. Bid opening (Technical and Financial bid)**
- 17.1 The tender document will be received upto 15.03.2017 till **03:00 P.M** in the office of Director (Administration & Finance), PEC and Technical and Financial Bid shall be opened on the same day at **03.30 P.M.** in the presence of Bidders or their representatives who make themselves available on the date and time in the Committee room of PEC, Wahdat Road, Lahore.
- 20. Confidentiality of Data / Information / Process**
- 20.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendations of contract award, shall not be disclosed to the Bidders or any other person not officially concerned with the process until information on contract award is communicated to all Bidders.
- 20.2 Any effort by a Bidder to influence the



Purchaser/PEC in the examination, evaluation, comparison and post qualification of the bids or contract award decisions may result in the rejection of its bid and disqualification of Bidder.

**20.3 The result data is highly confidential. It is an exclusive property of Punjab Examination Commission. The Contractor will assume full responsibility to ensure secrecy of contents / material during and after printing. The Contractor shall be liable to strict penalties as detailed in Section-VI of Part-III General Conditions of Contract clause 13 which includes permanent blacklisting.**

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| <b>21. Clarification of the Bids</b>  | 21.1 To assist evaluation of the bids, the Purchaser/PEC may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder with respect of its bid and that is not in response to a request by the Purchaser/PEC shall not be considered. The Purchaser's request for clarification and the response shall be in writing. |
|   | 21.2 No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of errors or discrepancies identified by the Purchaser during the evaluation of the bids.  |
| <b>22. Examination of the Terms and Conditions; Technical Evaluation</b>      | 22.1 The Purchaser/PEC 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.   |
|   | 22.2 The Purchaser/PEC shall evaluate the technical aspects of the Bidder as per its requirement stated in this SBD;   |
|   | 22.3 If, after technical evaluation, the Purchaser/PEC determines that the bid is not substantially responsive it shall reject the bid;  |
|   | 22.4 A <b>substantially responsive bid</b> is one that conforms to all the terms, conditions, and specifications of the bidding documents without material deviation, reservation or omission.   |
| <b>23. Purchaser's right to accept any bid, and to reject any or all bids</b> | 23 The Purchase/PEC reserves the right to accept or reject any bid, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability on PEC.  |

## F. AWARD OF CONTRACT

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|--|------|---|
| <b>24. Award Criteria</b>  | 24   | The Purchaser/PEC shall award the contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to this Standard Bidding Document provided further that Bidder is determined to be qualified to perform the contract satisfactorily.  |
| <b>25. Purchaser's right to vary quantities at time of award</b> | 25   | At the time the contract is awarded, the Purchase/ PEC reserves the right to increase or decrease the quantity of Result Gazettes originally specified in Section-V, Service Requirements as provided in PPRA Rules, 2014 (updated)without any change in the unit prices or other terms and conditions of the bid and the bidding documents   |
| <b>26. Notification of Award</b>                                 | 26.1 | Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful bidder, in writing that its bid has been accepted.   |
|  | 26.2 | Until a formal contract is prepared and executed, the notification of award shall constitute a binding contract.  |
|  | 26.3 | Upon successful Bidder's furnishing of the Performance Security, the Purchaser/PEC shall discharge its bid security.  |
| <b>27. Signing of Contract</b>                                   | 27   | The successful Bidder, within a week of issuance of "Notification Of Award" shall sign an agreement as per Contract Agreement given in section VIII Contract Forms with CEO, PEC on a stamp paper of the requisite value which shall be paid by the Bidder  |
| <b>28. Performance Security</b>                                  | 28.1 | Within seven (7) days of the receipt of notification of award from the Purchaser/PEC, the successful bidder shall submit the performance security @ 10% value of contract in shape of Bank Guarantee/Pay Order/CDR issued by a scheduled bank. However, on written request of the successful bidder time period may be extended for another 03 days subject to payment of the penalty as specified in sub clause GCC Clause 13.2. |
|  | 28.2 | Failure of the successful Bidder to submit the  |

above mentioned performance security or sign the contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security and blacklisting of the firm. In that event the Purchaser may award the contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the contract satisfactorily.

28.3 With reference to a particular award the performance security of Sole Proprietor /Company/ JV/ Consortium/ AOP/ Group must be in the name of Sole Proprietor, company and as group leader or one Lead Member of JV/Consortium/AOP/Group that submits the bid. If the JV/ Consortium/AOP/ Group have not been legally constituted at the time of bidding, the performance security may be on behalf of names of one or more than one or all future members as named in the letter of intent or deed of JV/Consortium/AOP/Group.

28.4

Adjustment of Performance Guarantee against already submitted bid security shall not be allowed.

- |                                      |      |   |
|--------------------------------------|------|---|
| <b>29. Limitation of negotiation</b> | 29   | Negotiation may not relate to the price or substance of tenders or proposal specified by the Service Provider in his tender, but only the minor technical, contractual or logistical details.   |
| <b>30. Stamp duty/stamp paper</b>    | 30   | The Bidder shall execute an agreement on stamp paper in accordance with stamp duty act;   |
| <b>31. Monitoring</b>                | 31.1 | The Purchaser/PEC may conduct regular inspections during work process to ensure quality and timely completion of work;  |
|                                      | 31.2 | The Bidder shall facilitate the monitoring team of PEC to check the safety, security, equipment, quality of the work and accuracy of Result data and other allied inspections.  |
|                                      | 31.3 | Notwithstanding any other provisions in this document, the Purchaser/PEC in order to ensure in public interest and timely completion of the job, may withdraw the award in part or whole, if the Bidder fails to comply with timelines mentioned in the Standard Bidding Document regarding |

31. **Change in Laws, Taxes and Regulations** 31 completion of process and award the same to the next lowest Bidder at the risk and cost of the first lowest Bidder who failed to perform the work awarded.
32. In case of any tax levied by Government is changed during the currency of the agreement separate instructions to the extent of such levy will be issued to the bidder. Such instructions shall be deemed to be a part of this agreement.

### **Delivery of Tender**

- 32.1 Tender will follow **“Single Stage, Two Envelopes”** procedure under PPRA Rules, 2014 (updated)
- 32.2 Part-I and Part-II quotations will be enclosed in separate sealed envelopes. For identification purpose, the words **“TECHNICAL QUOTATION PART-I WITHOUT PRICE”** and **FINANCIAL QUOTATION (PART-II) WITH PRICE”** shall be written in BLOCK CAPITAL LETTERS on the respective sealed envelopes which will be placed in a large envelope bearing complete details of the tender.
- 32.3 The tender/quotation will be enclosed in sealed cover which will be marked with quotation against Tender Inquiry No. **PEC/GAZETTE/2017/-I** addressed to the “Director (Administration & Finance), Punjab Examination Commission, Wahdat Colony, Near Govt. Pilot Secondary School for Boys, Lahore”. The tender, brought by hand, will be handed over to Director (Admin & Finance) for placing the same in quotation box placed in his office.
- 32.4

Bids shall be delivered to the following address:-

**Director (Administration & Finance)  
Punjab Examination Commission (PEC)  
Wahdat Colony, Near Govt. Pilot Secondary  
Schoolfor Boys, Lahore  
Ph # +92-42-99260156  
Fax # +92-42-99260153**

## Section II. Bid Data Sheet

The following specific data for printing of Result Gazettes for grades 5 and 8 for PEC Examination 2017 shall complement, supplement, or amend the provisions in the instruction to Bidders (ITB). Whenever there is conflict, the provisions herein shall prevail over those in ITB.

	<b>General</b>
1.	The Purchaser is : <b><u>Punjab Examination Commission (PEC)</u></b>
	<b>Contents of Bidding Document</b>
2.	For <b><u>Clarification of bids purposes</u></b> , the Purchaser's address is Attention: <u>Director (Administration &amp; Finance)</u> Address: <u>Punjab Examination Commission</u> Near Govt. Pilot Secondary School for Boys, Wahdat Colony City: <u>Lahore</u> Country: <u>Pakistan</u> Telephone: <u>+92-42-99260156</u> Fax: <u>+92-42-99260153</u>
	<b>Preparation of Bids</b>
3.	The Bidder shall submit all documents as required under Section-III "Evaluation & Qualification Criteria". The following documents shall also be attached: I) Bank Certificate of Financial Soundness II) Affidavit of Non Blacklisting with any Government Department/Agency/ Organization III) Certificate that the Bidder was never heavily penalized by PEC (up to 25% of contract value)
4.	Alternative bids shall not be considered.
5.	Final destination/site : Punjab Examination Commission, Lahore
6.	Prices quoted by the Bidder shall be: " <b>fixed</b> " as per tentative number of sheets. However, in case of increase or decrease in

	number of gazette the unit price shall remain fixed.																																
7.	The bid validity period shall be 90 days from the opening of Technical Bid																																
8.	The Bidder shall attach Pay Order/Bank Draft/CDR in favour of Chief Executive Officer Punjab Examination Commission of Rs. 13,000/- as Bid Security with Technical Bid.																																
9.	Financial Bid should be submitted in original. The Bidder shall quote the price inclusive of all services and all taxes levied by the Government including GST ,as applicable																																
<b>Submission and Opening of Bids</b>																																	
10.	<p>10.1The inner envelopes shall bear the following additional identification marks: (a)Technical Proposal Without Price (b) Financial Proposal With Price</p> <p>10.2Particulars of documents to be attached should be duly signed and stamped by the Bidder:</p> <p><b>(a) Technical Bid:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sr. No.</th> <th style="text-align: center;">Particulars of documents</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td>Bid Submission Sheet (BSS)</td> </tr> <tr> <td style="text-align: center;">2.</td> <td>Technical Bid Proforma (TBP)</td> </tr> <tr> <td style="text-align: center;">3.</td> <td>Bidder Information Sheet (BIS)</td> </tr> <tr> <td style="text-align: center;">4.</td> <td>JV/Consortium/AOP/Group information sheet registered as per law (if applicable)</td> </tr> <tr> <td style="text-align: center;">5.</td> <td>Sales Tax Registration Certificate</td> </tr> <tr> <td style="text-align: center;">6.</td> <td>Income Tax Registration Certificate/NTN</td> </tr> <tr> <td style="text-align: center;">7.</td> <td>Bid Security in shape of Pay Order/Bank Draft</td> </tr> <tr> <td style="text-align: center;">8</td> <td>Copy of NIC, previous 2-years income tax/sales tax returns</td> </tr> <tr> <td style="text-align: center;">9</td> <td>Original receipt of purchase of Bid documents from PEC</td> </tr> <tr> <td style="text-align: center;">10</td> <td>Bank Statements and/or financial statements/Bank Certificate of Financial soundness</td> </tr> <tr> <td style="text-align: center;">11</td> <td>Affidavit of No Blacklisting, 3) Certificate of No penalization @ 25% of total contract value by PEC</td> </tr> <tr> <td style="text-align: center;">13</td> <td>Sample Paper to be used</td> </tr> <tr> <td style="text-align: center;">14</td> <td>Copy of Bid Security (<b>amount hidden/concealed</b>)</td> </tr> </tbody> </table> <p><b>(b) Financial Bid:</b></p> <p>Following documents be attached</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sr.</th> <th style="text-align: center;">Particulars of documents</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> </tr> </tbody> </table>	Sr. No.	Particulars of documents	1.	Bid Submission Sheet (BSS)	2.	Technical Bid Proforma (TBP)	3.	Bidder Information Sheet (BIS)	4.	JV/Consortium/AOP/Group information sheet registered as per law (if applicable)	5.	Sales Tax Registration Certificate	6.	Income Tax Registration Certificate/NTN	7.	Bid Security in shape of Pay Order/Bank Draft	8	Copy of NIC, previous 2-years income tax/sales tax returns	9	Original receipt of purchase of Bid documents from PEC	10	Bank Statements and/or financial statements/Bank Certificate of Financial soundness	11	Affidavit of No Blacklisting, 3) Certificate of No penalization @ 25% of total contract value by PEC	13	Sample Paper to be used	14	Copy of Bid Security ( <b>amount hidden/concealed</b> )	Sr.	Particulars of documents		
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		<b>No.</b>	
		1.	Financial Bid Proforma (original)
		2.	Services Requirement Section V
11.	<p>For <b>bid submission purpose</b>, the Purchaser's address is:</p> <p>Attention: <u>Director (Administration &amp; Finance)</u></p> <p>Address: <u>Punjab Examination Commission, Near Govt. Pilot Secondary School for Boys, Wahdat Colony, Lahore</u></p> <p>City: <u>Lahore.</u></p> <p>Country: <u>Pakistan</u></p> <p>Telephone: <u>042-99260156</u></p> <p>The deadline for the submission of bids is:</p> <p>Date: 15.03.2017</p> <p>Time: <u>03:00 PM</u></p>		
12.	<p>The bid opening shall take place at :-</p> <p>Address: <u>Punjab Examination Commission, Near Govt. Pilot Secondary School for Boys, Wahdat Colony, Lahore</u></p> <p>City: <u>Lahore</u></p> <p>Country: <u>Pakistan</u></p> <p>Date: 15.03.2017</p> <p>Time: <u>03:30 PM</u></p>		
<b>Evaluation and comparison of Bids</b>			
13.	<p>The currency that shall be used for bid evaluation and comparison purposes is: <u>Pak Rupees.</u></p>		
14.	<p>An evaluation methodology to determine the lowest-evaluated-bid shall be applied as specified in Section III, Evaluation and Qualification Criteria.</p>		
<b>Stamp Duty/ Stamp Paper</b>			
15.	<p>The Service Provider shall execute an agreement on stamp paper in accordance with stamp duty act.</p>		
<b>Performance Guarantee / Security</b>			
16.	<p>The Service Provider shall submit Performance Security @ 10% value of contract in shape of Bank Guarantee/Pay Order/CDR issued by a scheduled bank.</p>		
<b>Award of Contract</b>			
17.	<p>After execution of contract the maximum percentage by which quantities may be increased or decreased is 15%. However, any</p>		

	addition or reduction in quantity shall be done with mutual consent of both parties.
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### **Section III. Evaluation and Qualification Criteria**

This section contains all the factors, methods and criteria that the Purchaser shall use to evaluate a bid and determine whether a Bidder has the required qualification.

#### **Table of Contents**

1. Technical Evaluation Criteria.
  2. Lowest Evaluated Bid Criteria.
- 

#### **1. Technical Evaluation Criteria:**

- (a) Technical Bid Proforma
- (b) Affidavit of bidding firm regarding non- blacklisting as per ITB clause 2.2
- (c) Certificate of Bidder firm that it was never heavily penalized by PEC
- (d) Technical Evaluation Report

#### **2. Lowest Evaluated Criteria:**

- (a) The Financial Bid of only technically qualified Bidders shall be opened.
- (b) Comparative Statement:-  
The Bidder offering lowest responsive bid would be declared as the lowest evaluated Bidder



## TECHNICAL BID PROFORMA

1. Name of Bidding Firm / Lead Bidding Firm:  
\_\_\_\_\_
2. Status  
(Firm/Company/JV/Group): \_\_\_\_\_
3. Address:  
\_\_\_\_\_
4. NTN: \_\_\_\_\_
5. Sales Tax Reg. No. (if applicable)  
\_\_\_\_\_
6. Date of Establishment of  
Business \_\_\_\_\_
7. Financial Information: (In case of JV/AOP/Group/detail of all members to  
be provided)  
*NOTE: if any of the following information is left blank no credit shall be  
awarded for that information.*

### Mandatory Requirements/Documents

The following documents must be attached by the bidder. Failure to supply the following documents will render the bidder ineligible to compete in technical bid hence shall be declared unqualified.

- I. Complete profile / Introduction of Bidder (including name of Chief Executive Officer/MD, Partner/s and Owner/s and addresses/contacts )
- II. Sales Tax Registration Certificate
- III. Copy of Valid NTN /Annual Tax Returns
- IV. Affidavit declaring that that Bidder is not blacklisted
- V. Certificate that the firm was not heavily penalized i.e. more than 25% penalty of overall contract value for unsatisfactory performance by Punjab Examination Commission\*
- VI. Alternate Power Supply (state alternate power capacity)
- VII. Copy of Bid security/CDR Reference Number and date must be mentioned **without mentioning the total amount** of bid security. Or Copy of bid security by masking the bid amount with tape or fluid must be attached.
- VIII. Technical Capacity Performa

Sr. No	Machine	Remarks.
1	Number of Printing/Photocopy machines	
2	Total Capacity of printing/copying machine per hour	
3	Previous relevant experience	
4	Whether Isolated Secure environment is available for Printing	
5	Arrangement for Tape Binding available	
6	Capacity for printing and binding of 1000 Gazette books within 48 hours.	

**Technical Capacity Performa**

**Bidder's Signature** \_\_\_\_\_

**Date** \_\_\_\_\_

**Stamp** \_\_\_\_\_

**Section-IV**

**FINANCIAL BID PERFORMA**  
**Printing of Result Gazettes for PEC Exam 2017**

1. Name of Bidder: \_\_\_\_\_
2. Address: \_\_\_\_\_
3. Phone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_ Cell  
No. \_\_\_\_\_

**Rate per Page (inclusive of printing & binding and all applicable taxes) is offered as under:-**

<b>GRADE</b>	<b>NUMBER OF PAGES (A4)</b>	<b>NUMBER OF GAZETTES</b>	<b>Rate Per Page Including All Applicable Taxes</b>
<b>05</b>	Average 300 pages per Gazette	500	
<b>08</b>	Average 300 pages per Gazette	500	
<b>TOTAL</b>			

**Total value in words: Rupees**

\_\_\_\_\_

**Note: Quoted price must include binding tape charges and transportation to the PEC Office.**

1. Bid security paid vide Pay Order/CDR/Bank Draft amounting to  
Rs. \_\_\_\_\_ of Bank

Dated \_\_\_\_\_

Name of Proprietor/ Partner \_\_\_\_\_

Dated \_\_\_\_\_ CNIC \_\_\_\_\_

Signature of the Bidder: \_\_\_\_\_ Stamp of the firm \_\_\_\_\_

### **Bid Submission Sheet**

**Date:-----**  
**Tender No.:-----**

To

The Chief Executive Officer,  
Punjab Examination Commission  
Lahore.

I/we, the undersigned, declare that:

- (a) I/We have examined and have no reservations to the bidding documents, including Addenda No:.....
- (b) I/We offer services in conformity with the Bidding Documents and in accordance with the delivery schedule specified in the Services Requirements.
- (c) Our bid shall be valid for the period of 90 days from the date of opening of Technical Bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we commit to obtain a Performance Security in accordance with ITB Clause 28.1 and GCC Clause 10 for the due performance of the contract;
- (e) We or our any sister concern(s) have not been blacklisted by any Government, semi-government/autonomous organization;
- (f) We or our sister concern (s) have not been heavily penalized @ 25% of total contract value by PEC;

(g) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;

(h) We understand that Chief Executive Officer, PEC reserves the right to increase/decrease the quantity of Result Gazettes with mutual consent of Bidder as provided under clause 25 of ITB.

(i) **Particular of Pay Orders/CDR regarding Bid Security;**

Pay Order No.	Dated	Bank Name	Amount (Rs.)
			<b>Total</b>

Signed \_\_\_\_\_ in the Capacity of

Name \_\_\_\_\_

Duly authorized to sign the bid for and on behalf

of \_\_\_\_\_

Dated on \_\_\_\_\_ day of

\_\_\_\_\_

## Bid Information Sheet

Date: \_\_\_\_\_

Tender No.: \_\_\_\_\_

<b>1. Bidder's Legal Name</b>						
<b>2. In case of JV / CONSORTIUM / AOP/ Group</b>						
3.	(a)	<b>Name of JV/Consortium / AOP /Group</b>				
	(b)	<b>Name of Authorized Representative</b>				
		<b>Lead Member</b>				
	(c.)	<b>Members firms information</b>				
4.		<b>Name of firm with address</b>	<b>%age share</b>	<b>Owner's name</b>	<b>NIC</b>	<b>NTN</b>
	(i)					
	(ii)					
	(iii)					
<b>Attach copy of agreement / letter of intent to form JV/Consortium /AOP/Group, copies of NTN and NIC of members (in case of more members attach separate list)</b>						
<b>5. Bidder's Address</b>						

**6. Bidder's Authorized Representative Information**

**Name:** \_\_\_\_\_

\_\_\_\_\_

**NIC No.** \_\_\_\_\_

**Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone/Faxnumbers:** \_\_\_\_\_

\_\_\_\_\_

**Email Address:** \_\_\_\_\_

**PART-II**  
**SERVICES REQUIREMENTS**  
**(SECTION V)**



## **Section V. Services Requirements**

- I. Scope of Work
- II. Schedule of Activities

### **SCOPE OF WORK**

#### **1. SPECIFICATIONS OF GAZETTE**

1. Finished Size: A4
2. Paper weight: 80 Gram
3. Copying of Result Details
4. Title Page: Green/Blue Color with PEC monogram as provided by PEC
5. Tape binding

#### **2. QUANTITY**

Printing and binding of 1000 Result Gazettes (500 for Grade 5 and 500 for Grade 8) for PEC Examination 2017.

<b>Sr</b>	<b>Grade</b>	<b>Quantity (Appox)</b>
<b>1</b>	<b>5</b>	<b>500 Gazettes each containing 300 pages approximately</b>
<b>2</b>	<b>8</b>	<b>500 Gazettes each containing 300 pages approximately</b>

#### **3. ITEMS TO BE PROVIDED BY PEC**

- I. PEC shall provide district wise gazettes in soft (PDF) form.

#### **4. TRANSPORTATION & DELIVERY**

- I. The firm will be responsible to deliver the Result Gazettes of Grade 5 & 8 to PEC, Lahore.

#### **5. INSPECTION OF PRINTING FACILITIES**

- I. The Purchaser/PEC's inspection team will carry out regular inspections of the printing, packing etc. to ensure quality;

- II. The successful bidder/printer will allow inspection of packed paper rolls, ream packing (to confirm import quality) before commencement of printing.
- III. The bidder shall always facilitate the Inspection Teams of PEC to check the quality of paper, printing, packing and other allied inspections.

**6. OATH OF CONFIDENTIALITY**

The Contractor / Printer will sign an oath of confidentiality on stamp paper for maintenance of secrecy during printing of Gazettes.

**SCHEDULE OF ACTIVITIES**

**TENTATIVE SCHEDULE OF ACTIVITIES  
FOR PRINTING OF RESULT GAZETTE**

<b>Sr. No.</b>	<b>Description</b>	<b>Up to (Tentative dates)</b>
1.	<b>Opening of Technical Bids and Announcement Technically qualified bidders</b>	15.03.2017
2.	<b>Opening of Financial Bids of Technically Qualified Bidders</b>	16.03.2017
3.	<b>Issuance of Notification of Award</b>	17.03.2017
4.	<b>Execution of Agreement</b>	19.03.2017
5.	<b>Issuance of Work Order</b>	21.03.2017
6.	<b>Schedule of Delivery</b>	30.03.2017

**Signature & stamp of bidder**

PART –III

CONTRACT

**Section VI: General Conditions of Contract (GCC)**

This section contains the general clauses to be applied in all contracts.

**Section VII: Special Conditions of Contract (SCC)**

This section contains clauses specific to each contract that modify or supplement section VI, General Conditions of Contract.

**Section VIII: Contract Forms**

**Section IX: Oath of Confidentiality**

## Section-VI of PART-III

### General Conditions of Contract (GCC)

1.	<b>Definitions</b>	<p>1.1 The following words and expressions shall have the meanings hereby assigned to them:</p> <ul style="list-style-type: none"><li>(a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.</li><li>(b) "Supplier" means the service provider/ successful bidder to whom contract is awarded</li><li>(c) "Purchaser" means the Punjab Examination Commission"</li><li>(d) "Contract Documents" means the documents listed in the Agreement, including any amendment(s) thereto.</li><li>(e) "Contract Price" means the price payable to the Supplier as specified in the Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the terms of Contract.</li><li>(f) "Day" means calendar day.</li><li>(g) "Completion" means the fulfillment of the printing, packing and supply of Result Gazettes by the Supplier in accordance with the terms and conditions set forth in the Contract.</li><li>(h) "GCC" means the General Conditions of Contract.</li><li>(i) "Gazette" means the Result Gazettes for students of who appeared in PEC Examination 2017 for Grades 5 and 8.</li><li>(j) "Purchaser" means the entity purchasing the Result Gazette, as specified in the SCC i.e. Punjab Examination Commission, Lahore hereinafter referred as PEC.</li><li>(k) "SCC" means the Special Conditions of Contract.</li><li>(l) "Supplier" means the natural person/Joint</li></ul>
----	--------------------	--

		<p>Venture (JV)/Consortium/ Association of persons (AOP) / Group (combination of natural or legal persons specially bound together to undertake this job), private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement, and includes the legal successors or permitted assignees of the Supplier.</p> <p>(m) "Service Provider" means the successful bidder whom contract is awarded.</p>
2.	<b>Contract Documents</b>	2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.
3.	<b>Joint Venture, Consortium or Association</b>	<p>3.1 If the Supplier is a Joint Venture (JV), Consortium, or Association of the Parties/Persons,(AOP)/Group shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, group or association of persons.</p> <p>3.2 The composition or the constitution of the joint venture, consortium, or association/group shall not be altered without the prior consent of the Purchaser/PEC.</p>
4.	<b>Bid Security</b>	4.1 As in ITB clause 12.
5.	<b>Dispute Resolution</b>	<p>5.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.</p> <p>5.2 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>5.3 If, after twenty one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a</p>

		<p>notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with clause 7 as specified in the SCC.</p> <p>5.4 Notwithstanding any reference to arbitration herein,</p> <p>(a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agreed; and</p> <p>(b) The Purchaser/PEC shall pay the Supplier any amount validly due to the Supplier.</p>
6.	<b>Supply of Result Gazettes</b>	6.1 The Supplier will supply the Result Gazette to the PEC Office.
7.	<b>Quoted Rates</b>	<p>7.1 The rate per page shall be <b>inclusive of all applicable taxes</b>. Supplier will also mention the total value of the contract;</p> <p>7.2 In case of any increase or decrease in number of Result Gazettes their rate shall remain fixed</p>
8.	<b>Payment</b>	<p>8.1 Upon successful completion of assigned job by the Supplier/Service Provider, payments shall be made promptly by the Purchaser/PEC, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and subject to fulfilment of all procedural and codal formalities. The payments shall be made in Pak Rupees.</p> <p>8.2 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., leviable at the time of submission of bid and incurred until delivery of the contracted Result Gazettes etc.</p>
9.	<b>Performance Security</b>	<p>9.1 The Supplier shall, within seven (7) days of the notification of contract award, provide a performance security @ 10% of the value of contract in shape of bank Guarantee/Pay Order issued by a scheduled bank. The bid security shall only be released after submission of performance security.</p> <p>9.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>9.3 The performance security shall be discharged by the Purchaser and returned to the Supplier after <b>20-04-</b></p>

		<b>2017.</b>
10.	<b>Confidentiality</b>	<p>10.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract.</p> <p>10.2 The Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.</p>
11.	<b>Contract Law</b>	11.1 The Contract shall be governed by and interpreted in accordance with the Laws of Pakistan/Punjab
12.	<b>Inspection</b>	<p>The Supplier shall ensure that the Result Gazettes etc. supplied under this Contract shall conform to the Technical specifications and standards as given in ITB Clause 3</p> <p>12.1 The supplier shall abide by the binding and packing instructions as given in "Service Requirements".</p> <p>12.2 The Supplier shall pay to purchaser paper testing fee (if required by Purchaser and as deemed fit by Purchaser/ PEC)</p> <p>12.3 The inspections and tests (pre &amp; post) may be conducted on the premises of the Supplier at point of delivery, and/or at the Result Gazettes final destination.</p> <p>12.4 The Purchaser shall provide the Supplier with a report of the results of any such test and/or inspection.</p> <p>12.5 The Purchaser may reject any Result Gazettes or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Result Gazettes at no cost to the Purchaser.</p> <p>12.6 The supplier shall execute a contract agreement with the Purchaser on stamp paper worth Rs.0.25 % of the total value of work awarded.</p>

13.	<b>Penalties</b>																						
	<table border="1"> <thead> <tr> <th colspan="2">IRREGULARITIES</th> <th>PENALTIES</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Non-execution of contract agreement within the stipulated period i.e., 7 days.</td> <td>Offer shall stand cancelled and forfeiture of Bid Security.</td> </tr> <tr> <td></td> <td>(i) Non submission of Bank Guarantee / Pay Order / CDR beyond the extended period.</td> <td>Cancellation of contract and forfeiture of Bid Security.</td> </tr> <tr> <td></td> <td>(ii) Submission of false and invalid invoice (which could not be verified from Sales Tax Department)</td> <td>Penalty @Rs.10% of total amount of bill shall be deducted.</td> </tr> <tr> <td></td> <td>(iii) Late delivery of Result Gazettes</td> <td>Penalty @ 5% of total value per day will be imposed up to 5 days maximum. In such a scenario, Supplier will be required to deliver gazettes to all 36 districts without any additional charge to the Purchaser. Beyond 5 days of delay, the contract will stand cancelled and no payment will be made</td> </tr> <tr> <td></td> <td>(iv) If 15% Result Gazettes are found defective i.e. low gram /low quality paper is used and visually defective printing is done</td> <td>i. Cancellation of contract and forfeiture of Performance Guarantee. ii. Blacklisting of firm</td> </tr> <tr> <td></td> <td>(v) Leakage of result information before delivery to PEC</td> <td>i. Blacklisting of firm ii. Criminal proceedings shall be initiated against firm; iii. Forfeiture of</td> </tr> </tbody> </table>	IRREGULARITIES		PENALTIES	1.	Non-execution of contract agreement within the stipulated period i.e., 7 days.	Offer shall stand cancelled and forfeiture of Bid Security.		(i) Non submission of Bank Guarantee / Pay Order / CDR beyond the extended period.	Cancellation of contract and forfeiture of Bid Security.		(ii) Submission of false and invalid invoice (which could not be verified from Sales Tax Department)	Penalty @Rs.10% of total amount of bill shall be deducted.		(iii) Late delivery of Result Gazettes	Penalty @ 5% of total value per day will be imposed up to 5 days maximum. In such a scenario, Supplier will be required to deliver gazettes to all 36 districts without any additional charge to the Purchaser. Beyond 5 days of delay, the contract will stand cancelled and no payment will be made		(iv) If 15% Result Gazettes are found defective i.e. low gram /low quality paper is used and visually defective printing is done	i. Cancellation of contract and forfeiture of Performance Guarantee. ii. Blacklisting of firm		(v) Leakage of result information before delivery to PEC	i. Blacklisting of firm ii. Criminal proceedings shall be initiated against firm; iii. Forfeiture of	
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			Performance Guarantee; iv. No payment shall made to the contractor.
14.	If the Supplier fails to deliver any or all of the Result Gazettes within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as penalty(s), a sum equivalent to the percentage specified in the Clause -14 on the delivered price of the delayed Result Gazettes per day of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 13		
15.	In particular and without prejudice, the penalties stated in Clause-13 may be imposed judiciously for irregularities committed by the supplier in execution of work awarded to him / her by the Board. Any decision with this regard to imposition of penalty / penalties will be enforced only after service of show cause notice (s) on the bidder and providing an opportunity of being heard.		
16.	<b>Change in Laws Taxes and Regulations</b>	16.1	In case the regime of any tax levied by Government is changed during the currency of the agreement separate instructions to the extent of such levy will be issued to the bidder. Such instructions shall be deemed to be a part of this agreement.
17.	<b>Force Majeure</b>	17.1	The Supplier shall not be liable for forfeiture of its performance security, penalty(s), or termination for default if and to the extent that it's 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 or situation beyond the control of the Supplier that is, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes etc.
		17.3	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
18.	<b>Extensions of Time</b>	18.1	As it is a time bound activity hence no extension in delivery time shall be allowed;
		18.2	Except in case of Force Majeure, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of penalty(s) pursuant to GCC Clause 13, unless an

		extension of time is agreed upon.
19.	<b>Termination</b>	<p>19.1 Termination for Default</p> <p>(a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:</p> <p>(b) If the Supplier fails to deliver any or all of the Result Gazettes within the period specified in the Contract, or within any extension thereof granted by the Purchaser;</p> <p>(i) If the Supplier fails to perform any other obligation under the Contract; or</p> <p>(ii) If the Supplier, in the judgment of the Purchaser has engaged in fraud, misrepresentation and corruption, in competing for or in executing the Contract.</p> <p>(c) In the event the Purchaser terminates the Contract in whole or in part the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Result Gazettes similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar items. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> <p>(d) Termination for Insolvency.</p> <p>(e) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser</p>
20.	<b>Assignment</b>	20.1 The Supplier shall not assign, in whole or in part, their obligations under this Contract
21.	<b>The Supplier shall not sub contract PEC assignment /order</b>	21.1 The successful bidder shall not sub contract the assignment. The Contractor shall not transfer, assign or subcontract the assigned printing job to any other firm,

**Section-VII of PART-III**  
**Special Conditions of Contract**

## Section-II: Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

1.	The Purchaser's country is: <u>PAKISTAN</u>
2.	The Purchaser is: <u>PUNJAB EXAMINATION COMMISSION, LAHORE</u>
3.	The Site is: <u>PEC HEAD OFFICE NEAR PILOT SECONDARY SCHOOL FOR BOYS, WAHDAT COLONY, LAHORE</u>
4.	The language shall be: <u>ENGLISH</u>
5.	For <b><u>notices</u></b> , the Purchaser's address shall be: Attention: <u>Director (Administration &amp; Finance), Punjab Examination Commission</u> Address: <u>Punjab Examination Commission (PEC), Near Pilot Secondary School for Boys, Wahdat Colony, Lahore</u> City: <u>LAHORE</u> Country: <u>Pakistan</u> Telephone: <u>042-99260156</u>
6.	The governing law shall be the law of: <u>PAKISTAN</u> and PUNJAB
7.	The rules of procedure for arbitration proceedings pursuant to GCC Clause 5.3 shall be as follows: <b>The Chairperson, Punjab Examination Commission (PEC) shall be the Sole Arbitrator whose award shall be final and binding on the parties.</b>
8.	The scope of supply for the Result Gazettes to be supplied shall be as specified in Schedule of Activities and as mentioned in ITB
9.	All prices shall remain fixed during the currency of the agreement
10.	<b>Payment:</b> Payment will be made by Punjab Examination Commission through SDA cheque against pre-receipted bill (duly affixed with revenue stamp) along with professional tax certificate (Photocopy attested) of the supplier within <b>30 days</b> of delivery and acceptance of Items and receipt of quality certificates.  Payment will be made on production of the following documents:

	<p>I. Bill in original with Sales tax invoice;</p> <p>II. Delivery Challans duly signed by PEC authorized official;</p> <p>III. Certificate by the supplier that designing and printing is according to PEC's required specification;</p> <p>IV. Certificate from Purchaser that Result Gazettes were received in conformity to required specifications;</p> <p>No advance payment will be made.</p> <p>All applicable taxes will be deducted.</p>
11.	<p>The amount of the Performance Security shall be: <b><u>10% of value of contract.</u></b></p> <p>The currency shall be: <b><u>PAK RUPEES</u></b></p>
12.	<p>The types of acceptable Performance Securities are: Bank Guarantee/Pay order issued by any scheduled bank issued in the name of Chief Executive Officer, Punjab Examination Commission.</p>
13.	<p>Performance Security shall be released after successful completion of job to the satisfaction of PEC</p>
14.	<p>The <b>Exclusive Copyright</b> of the student result data and all other information resides with PEC. Utmost secrecy will be maintained at all cost by the Printer.</p>
15.	<p>The Penalty(s) shall be: <u>As given in GCC clause 13</u></p>
16.	<p><u>The amount of penalties will be calculated as mentioned vide clause 13 of GCC.</u></p>
17.	<p>The period of validity of the Contract shall be: up to <b><u>30-04-2017</u></b></p>

## SECTION VIII of PART- III

(On stamp Paper worth Rs.0.25% of the total value of work awarded)

Attachment-VI

### Contract Agreement

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ Year \_\_\_\_\_ by and between Mr. \_\_\_\_\_ Owner/Director/Representative of M/s \_\_\_\_\_ address \_\_\_\_\_ hereinafter referred to as the bidder, which term shall include his successors executors, administrators and assignees, etc. of the one part and the **CHIEF EXECUTIVE OFFICER OF THE PUNJAB EXAMINATION COMMISSION**, Lahore hereinafter referred to PEC shall include his / her successors in the office, assignees etc. WHEREAS THE PUNJAB EXAMINATION COMMISSION requires that \_\_\_\_\_ Result Gazettes for Grade 5 \_\_\_\_\_ and \_\_\_\_\_ Result Gazettes for Grade 8 under PEC Examination 2017 to be printed, packed and delivered to Executive District Officer (Education) Offices in Thirty Six (36) Districts of Punjab. The Bidder has agreed to print, pack and supply the Result Gazettes of the quantity, specifications and rates as under;

Sr	Grade	Quantity (Approx)
1	5	500 Gazettes each containing 300 pages approximately
2	8	500 Gazettes each containing 300 pages approximately

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Contract Agreement, viz.:
  - (a) The Purchaser's Notification to the Supplier of award of Contract;
  - (b) The Bid Submission, Bidders information Sheet and the Contract Price submitted by the Supplier;
  - (c) The Special Conditions of Contract;
  - (e) The General Conditions of Contract;

- (f) The Supply Requirements and
- (g) Delivery Schedule.

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

3. In consideration of the payments to be made by the Purchaser/PEC to the Supplier as indicated in this Agreement, the Supplier hereby covenants with the Purchaser/PEC to provide the Result Gazettes and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Result Gazettes and /or the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

5. This agreement shall take effect from \_\_\_\_\_ and expire on **30.04.2017**.

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

**Signature of the Supplier**  
**With full name and address**

Name: \_\_\_\_\_  
Complete Address: \_\_\_\_\_  
\_\_\_\_\_

**Signature of the Purchaser**

Chief Executive Officer  
Punjab Examination Commission  
Near Pilot Secondary School for Boys  
Wahdat Colony, Lahore

**Witness – I**

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Address: \_\_\_\_\_

**Witness – II**

Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Address: \_\_\_\_\_

## Section IX: Oath of Confidentiality

### ON STAMP PAPER

#### Swear / affirm the following:

1. I have reviewed and will adhere to Punjab Examination Commission privacy and confidentiality requirements mentioned in Standard Bidding Document No. PEC/GAZETTE/2017/I, including responsibilities regarding confidential information obtained during the course of services provided to Punjab Examination Commission;
2. I understand that all confidential information, to which I have access is confidential, and is not to be disclosed to anyone within or outside Punjab Examination Commission; who is not authorized to know the information, in any manner, at any time, as in accordance with Punjab Examination Commission's policies and procedures regarding same;
3. I will not access or confidential information, except as it is necessary to provide service and / or if I am authorized to do so by Punjab Examination Commission;
4. I will not allow any unauthorized individual to access confidential information of Punjab Examination Commission mentioned in Standard Bidding Document No. PEC/GAZETTE/2017/I;
5. I understand that it is the my responsibility as well as my employees, or any other affiliated individual's responsibility to secure information to which we have access in accordance with the policies and procedures of Punjab Examination Commission governing the security of information;

Name of Supplier \_\_\_\_\_  
Address \_\_\_\_\_  
CNIC \_\_\_\_\_  
Contact \_\_\_\_\_  
Signature \_\_\_\_\_