

Tender Document

Implementation of Oracle Applications



Punjab Education Foundation (PEF)

78-B1, MM Alam Road, Gulberg III,
Lahore.

Phone: (+ 92) (42) (99268114-7), Fax: (+92) (42) (99268105)
www.pef.edu.pk

Important Note

Bidders must ensure that they submit all the required documents indicated in this Bidding Document. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

Applicability of Punjab Procurement Rules 2014

This Bidding Process will be governed under Punjab Procurement Rules 2014, as amended from time to time and instructions of the Government of Punjab received during completion of project.

1. Invitation to Bid

1.1 PPRA Rules to be followed

Punjab Procurement Rules 2014 will be strictly followed.

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules 2014.

1.2 Mode of Advertisement

As per Rule 12(2), this Tender is being placed on the website of PPRA, procuring agency and in national daily newspapers of wide circulation.

1.3 Type of Open Competitive Bidding

As per Rule 38(2)(a), single stage two envelopes bidding procedure shall be used for this procurement. The bids will be evaluated on technical and financial grounds and the procedure for single stage two envelopes shall be:

- i. the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;
- ii. the envelopes shall be marked as "Financial Proposal" and "Technical Proposal";
- iii. in the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency;
- iv. the procuring agency shall evaluate the technical proposal in the manner prescribed in this tender document, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
- v. during the technical evaluation no amendments in the technical proposal shall be permitted;
- vi. after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
- vii. the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and
- viii. the lowest evaluated bidder shall be awarded the contract;

2. Bidding Details (Instruction to Bidders)

All bids must be accompanied by a call deposit (CDR) of 02% of quoted price in favor of "Punjab Education Foundation". The bids along with the CDR, Tender Forms, Affidavits, etc., must be delivered on or before 10:00 am no later than fifteen (15) days after the publication of advertisement in newspapers. The Technical bids will be publicly opened in the Board Room of Punjab Education Foundation at 11:00 am on the last date of submission of bids.

Queries of the Bidders (if any) for seeking clarifications regarding the required products and services and scope mentioned in this document, should be received in writing to the Purchaser within seven working days from the date of Tender advertisement. Any query received after seven working days shall not be entertained. All queries shall be responded to within due time. PEF may host a pre-bid meeting, if required, at PEF premises (78-B1, M.M. Alam Road,

Gulberg III, Lahore). All Bidders shall be informed of the date and time in advance.

The bidder must submit bids on the basis of complete tender. Failure to meet this condition will cause disqualification of the bidder. The bidder shall submit bids which comply with the Bidding Document. Alternative bids will not be considered. The bids will be rejected which are not substantially responsive to the requirements of this Document.

The contact person for all correspondence in relation to this bid is as follows:

Mr. Salman Anwar Malik
Deputy managing Director Finance
Email: dmdf@pef.edu.pk
78-B1, M.M. Alam Road, Gulberg III, Lahore.

Bidders should note that during the period from the receipt of the bid and until further notice, all queries should be communicated in writing (registered mail/ email).

Bidders are also required to state, in their proposals, the name, title, fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

As authority competent to accept the tender, the Purchaser reserves the right to cancel the tender, accept or reject all bids. In addition to that, Call Deposit (CDR) amount will be forfeited and the company will not be allowed to participate in future tenders as well.

TERMS AND CONDITIONS OF THE TENDER

3. Definitions

- i. In this document, unless there is anything repugnant in the subject or context:
- ii. "Applications" means the Oracle Applications
- iii. "Client/ Procuring Agency/ Purchaser" means the Punjab Education Foundation (PEF) or any other person/ entity for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purpose of the contract.
- iv. "Confirmation" means confirmation in writing.
- v. "Contractor/ Bidder/ Tenderer" means an entity/ company/ organization/ firm that is a registered bidder and has submitted its bid as per the criteria/ specifications listed.
- vi. "Contract" means the contract proposed to be entered into between the procuring entity and the Bidder, including all attachments, appendices, and all documents incorporated by reference therein.
- vii. "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- viii. "Day" means a standard business working day.
- ix. "Fraudulent and Corrupt Practices" will have the same bearing and meaning as are

defined in the Punjab Public Procurement Consultancy Services Rules 2012.

- x. "Government" means Government of the Punjab.
- xi. "In writing" means communicated in written form e.g., by registered mail/ email, delivered with proof of receipt.
- xii. "Person" means individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- xiii. "Pre-Bid Meeting" means the meeting conducted by the procuring entity prior to actual date of bid opening.
- xiv. "Procurement Methods" means any one of the procurement modes/ methods as provided in the Punjab Procurement Rules 2014 published by the Punjab Procurement Regulatory Authority (PPRA), Government of Punjab.
- xv. "Proposal" means the Technical Proposal and the Financial Proposal for the provision of the products and services submitted by a bidder in response to this Tender Document.
- xvi. "RFP" means Request for Proposals, including any amendments that may be made by the procuring agency for the selection of bidder.
- xvii. "SBD" means Standard Bidding Documents.
- xviii. "Services" means the tasks to be performed by the bidder pursuant to the Contract made in accordance with the listed scope under Clause 5.
- xix. "PC" means the Procurement Committee, constituted for the purpose of evaluating the technical proposals received.
- xx. "Works" means work to be done by the Contractor under the Contract.

4. Notice

In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:

- i. in writing,
- ii. issued within reasonable time,
- iii. served by sending the same by courier or registered post to their principal office in Pakistan,
- iv. The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

5 Scope of Work and Deliverables:

5.1 To provide Oracle E-Business Suit R 12 products & services.

5.1.1 Punjab Education Foundation intends to hire/ acquire services to impart the following modules of Oracle E-Business Suit R 12:

- a. Financial
 - i. Trial
 - ii. General Ledger
 - iii. Accounts Payable
 - iv. Accounts Receivable
 - v. Fixed Asset
 - vi. Cash & Bank
 - vii. Budget Information System
 - viii. Variance Analysis of Budget versus Actual

- ix. Income & Expenditure Statement
- x. Balance Sheet
- xi. Statement of Cash Flow
- xii. Statement of Owners Equity
- xiii. Cost centre and profit centre wise reporting
- xiv. Other Relevant Reports
- b. Payroll (Currently 276 Employees)
- c. Core HR
 - i. Employees Management
 - ii. Employees Recruitment
 - iii. Compensation & Benefits Administration
 - iv. Attendance Management System
 - v. Produce Relevant Reports
- d. Procurement
- e. Customized Oracle Databases to be integrated with financials for following programs and operations:
 - i. Foundation Assisted Schools (FAS)
 - ii. New School Program (NSP)
 - iii. Education Voucher Scheme (EVS)
 - iv. Continuous Professional Development Program (CPDP)
 - v. Academic Development Unit (ADU)
 - vi. Monitoring & Evaluation (M&E)
- f. Enterprise Performance Management
- g. Business Intelligence Module

5.2 Data Migration into New System

5.3 Training & Development

- i. The Contractor shall be responsible for Deployment of the developed system on servers & End User Trainings.
- ii. User Manuals.

5.4 The Contractor shall provide a warranty of six months from the date of acceptance against all defects/ malfunctions/ bugs in the system and shall, free of charge, make any corrections and modifications required to fix the problem during this period without any additional cost. A dedicated developer/ programmer from successful bidder will work inside PEF office to rectify bugs and modify features as required by PEF till the expiry of six months warranty period.

On mutual agreement, PEF may also hire the Contractor to undertake system maintenance and on-site support for subsequent two years.

5.5 Supply of hardware for the project is not the part of tender. However, it is required that minimum hardware specifications for successful implementation and deployment of the system should be communicated along with its expected cost.

5.6 Project Timelines

The development and implementation task shall be completed and system should be fully operational within 450 days from award of contact or earlier according to the following schedule:

Milestone	Time
Submission of Scope Document after Initial Analysis	20 days
Submission of Functional Specification and Application Mock-ups after Detailed Analysis	90 days
Delivery of Software Modules	250 days
Deployment, Data Migration, Training and Delivery of User Manuals	90 days

5.7 Terms of Payment

Phase-wise payment will be made to the Contractor according to the following schedule:

Milestone	Percentage
Submission of Scope Document after Initial Analysis	5%
Submission of Functional Specification and Application Mock-ups after Detailed Analysis	20%
Delivery of Software Modules	50%
Deployment, Data Migration, Training and Delivery of User Manuals	20%
After Completion of 6 months dedicated support	5%

6. Tender Eligibility

An eligible Tenderer is a Tenderer who:

- i. Is an authorized Oracle partner licensed to deliver the related products and services.
- ii. Products and services can only be supplied/ sourced/ routed from “origin” in “eligible” member countries
 - a. “Eligible” is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan. “Origin” shall be considered to be the place where the company/ firm is incorporated.
 - b. Has a registered office in Pakistan and an office in Lahore.
- iii. Has been established for at least 5 years with proven experience in providing the similar type of products and services mentioned in this tender document under Clause 5.
- iv. Have the required relevant qualified personnel and enough financial and technical strength to fulfill the requirement of assignment.
- v. Must have working experience on similar type of at least five successful projects with the Government/ Semi government/ private sector with at least one in education sector.
- vi. Financial Statements/ Revenue Statements/ Bank Statements of last 3 years.
- vii. Must be registered with Income Tax and Sales Tax Authorities (if applicable).
- viii. Verifiable proof for all the above shall be mandatory.

7. Tender Cost

The Tenderer/ successful bidder shall bear all costs/ expenses including legal contract papers of relevant value of the total contract price as per Government Law, rules and regulations, and all other costs associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible/ liable for those costs/ expenses.

8. Joint Venture

Joint venture or partnership firms are not eligible for this tender. Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate.

9. Examination of the Tender Document

The Tenderer is expected to examine the Tender Document, including all instructions, Terms and conditions and comply with the same in letter and spirit.

10. Amendment of the Tender Document

10.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).

10.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers.

10.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligation of the Purchaser and the Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

11. Preparation/ Submission of Tender

11.1 The Tenderer is allowed to bid for all the products and services in the same tender and not part of the products and services.

11.2 Tenderer is not allowed to bid for partial procurement.

11.3 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.

11.4 The Tender shall be filed in/ accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted.

11.5 The Technical and Financial proposals shall be submitted in two different envelopes, the envelopes will be clearly marked "Technical Proposal" and "Financial Proposal".

11.6 The Technical Proposal shall comprise the following, **without quoting the price:**

- 11.6.1 Technical Proposal Submission Form (Annexure-B).
- 11.6.2 Affidavit and Undertaking (All terms & conditions and qualifications list anywhere in the RFP have been satisfactorily vetted) (Annexure-F&G).
- 11.6.3 Cover letter duly signed and stamped by authorized representative (Annexure-D).
- 11.6.4 Evidence of eligibility of the Tenderer and the Products and Services.
- 11.6.5 Evidence of conformity of the Services to the Tender Document.
- 11.6.6 Technical Brochures/ Literature.
- 11.6.7 The statement must be signed by the authorized representative of the Bidder.
- 11.6.8 Financial Capacity
- 11.6.9 Valid Registration Certificate for Income Tax, Sales Tax and/ or other allied agencies/ organizations/ regulatory authorities.
- 11.6.10 Income Tax & Sales Tax Returns for the last three tax years.
- 11.6.11 Power of Attorney, if an authorized representative is appointed (Annexure-E).
- 11.7 The Financial Proposal shall comprise the following:
 - 11.7.1 Financial Proposal Submission Form (Annexure-C)
 - 11.7.2 Price Schedule
 - 11.7.3 Tender Security (02% of the total bid amount in shape of CDR issued by a scheduled bank in Pakistan)
- 11.8 The Tenderer shall seal the Technical Proposal in an envelope duly marked as under:

Technical Proposal for
 Tender Name. [Number of Tender]
 [Name of the Tenderer]
 [Address of the Tenderer]
 [Phone No. of the Tenderer]

- 11.9 The Tenderer shall follow the same process for the Financial Proposal.
- 11.10 The Tenderer shall again seal the sealed envelopes of Technical Proposal and the Financial Proposal in an outer envelope, duly marking the envelope as under:

Tender for [Name of Tender]
 Strictly Confidential
 Open on [Last Date of submission of the Tender]
 [Name of the Tenderer]
 [Address of the Tenderer]
 [Phone No. of the Tenderer]

- 11.11 The Tender shall be delivered by hand or through registered courier to reach at the Purchaser's office before the closing date and time that is June 30, 2014 at 10:00 am
- 11.12 This is made obligatory to affix authorized signatures with official seal/ stamp on all documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the

tenderer. **Noncompliance with the same will cause the rejection of bid at the time of bid opening.**

12. Tender Price

12.1 The quoted price shall be:

12.1.1 Best/ final/ fixed and valid until completion of all obligations under the Contract i.e. not subject to variation/ escalation;

12.1.2 In Pak Rupees (PKR);

12.1.3 Inclusive of all taxes, duties, levies, insurance, freight, etc.

12.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.

12.3 Where no prices are entered against any item(s), the price of that item shall be deemed to have been distributed among the prices of other items, and no separate payment shall be made for that item(s).

13. Tender Security

13.1 The Tenderer shall furnish the Tender Security as under:

13.1.1 As part of financial bid envelope, **failing which will cause rejection of bid.**

13.1.2 Shall be in the form of Call Deposit Receipt, in the name of the Purchaser;

13.1.3 Shall be a sum equivalent to 2% of the Total Tender Price;

13.1.4 Denominated in Pak Rupees;

13.1.5 Having a minimum validity period of ninety days from the last date for submission of the Tender

13.2 The proceeds of the Tender Security shall be payable to the Purchaser, on the occurrence of any/ all of the following conditions:

13.2.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or

13.2.2 If the Tenderer does not accept the corrections of his Total Tender Price; or

13.3 The Tender security shall be returned to the technically unsuccessful Tenderer with unopened/ sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the tender security only.

14. Tender Validity

The Tender shall have a minimum validity period of ninety days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Tender security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Tender security.

15. Modification/ Withdrawal of Tender

15.1 The Tenderer may, by written notice served to the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

15.2 The Tender, withdrawn after the deadline for submission of the Tender and prior

to the expiration of the period of the Tender validity, shall result in forfeiture of the Tender Security.

16. Opening of Tender

- 16.1 Tenders shall be opened, at the given place, time and date, in the presence of the Tenderer(s), if available, for which they shall ensure their presence without further invitation.
- 16.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

17. Clarification of Tender by Purchaser

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is solid discretion of the purchaser.

18. Determination of Responsiveness of Bid

- 18.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
 - 18.1.1 meets the eligibility criteria for the Tenderer;
 - 18.1.2 meets the Technical Specifications for products and services;
 - 18.1.3 meets the delivery period/ point for the products and services;
 - 18.1.4 meets the rate and limit of liquidated damages;
 - 18.1.5 offers fixed price quotations for products and services;
 - 18.1.6 is accompanied by the required Tender Security as part of financial bid envelope;
 - 18.1.7 is otherwise complete and generally in order;
 - 18.1.8 conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 18.2 a material deviation or reservation is one which affects the scope, quality or performance of the products and services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- 18.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

19. Tender Currency

All financial transactions (cost estimates & payments) under this tender would be made in Pakistani Rupees (PKR).

20. Correction of Errors/ Amendment of Tender

- 20.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
 - 20.1.1 if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
 - 20.1.2 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
 - 20.1.3 if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total price shall govern.
- 20.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.
- 20.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 20.4 The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the terms and conditions of the Contract/ Technical Specifications, shall be added to the corrected Tender Price for comparison purposes only. No credit shall be given for offering delivery period earlier than the specified period.

21. Rejection/ Acceptance of Bid

- 21.1 The Tender shall be rejected if it is:
 - 21.1.1 substantially non-responsive; or
 - 21.1.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents/ by other than specified mode; or
 - 21.1.3 incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or
 - 21.1.4 subjected to interlineations/ cuttings/ corrections/ erasures /overwriting; or
 - 21.1.5 the Tenderer submits more than one Tenders; or
 - 21.1.6 the Tenderer refuses to accept the corrected Total Tender Price; or
 - 21.1.7 the Tenderer has conflict of interest with the Purchaser; or
 - 21.1.8 the Tenderer tries to influence the Tender evaluation/ Contract award; or
 - 21.1.9 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award.
- 21.2 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 21.3 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

Annexure-A

Technical Evaluation Criteria

A point system will be used for qualifying the contractors. Annexure A here gives the details as below:

PASS MARKS: A technically eligible bidder, based on conditions listed in Clauses 6 & 11, not meeting the 70% pass mark limit will be rejected in Technical Evaluation, and its Financial Proposal will be returned to it unopened. All bidders scoring greater than or equal to 70% of the marks will be accepted in technical proposal, and their financial bids will be opened.

According to the Technical Proposal, the Technical Evaluation will be rated as follows. Bidders may fill in the below evaluation sheet and do their own evaluation for submission, but the evaluation done by the Purchaser shall be the valid evaluation and shall prevail and would be the final award:

Implementation of Oracle Applications in Punjab Education Foundation			Tender:					
			Contact:					
			Date:					
No.	Requirement	Marks Bifurcation	Evaluation				Marks	Answer Comment/ Description
	Company Profile		A=20	B=13	C=6	D=0		
1	Number of Successful deployments of Similar Oracle Modules (verifiable proof to be provided)	If >=10, then 'A' If >= 7 & <10, then 'B' If >= 5 & <7, then 'C' If <5, then 'D'						
2	Number of Successful deployments of Similar Oracle Modules in Public Sector (verifiable proof to be provided)	If >=3, then 'A' If 2, then 'B' If 1, then 'C' If 0, then 'D'						
3	Number of Successful deployments of Similar Oracle Modules in Education Sector Organizations (verifiable proof to be provided)	If >=3, then 'A' If 2, then 'B' If 1, then 'C' If 0, then 'D'						
4	In the Business of Oracle	10 years and above =A 8 yrs to <10 yrs = B						

	Implementation (Documentary Proof is must)	5 yrs to <8yrs = C Less than 5 yrs = D						
5	How long the firm has been in business	25 years and above =A 20 yrs to <25 yrs = B 10 yrs to <20yrs = C Less than 10 yrs = D						

Annexure-B

Technical Proposal Submission Form

[Location, Date]

To

(Name and address of Client / Purchaser)

Dear Sir,

We, the undersigned, offer to provide the _(insert title of assignment)_ in accordance with your Request for Proposal/ Tender Document dated _(insert date)_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide supply of _____related to the assignment.

We also confirm that the Government of Pakistan/ Punjab has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

Annexure-C

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To
(Name and address of Client / Purchaser)

Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your Request for Proposal dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of _(insert amount in words and figures)_. This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in _____ of the Proposal Data Sheet.

We also declare that the Government of Pakistan/ Punjab has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

Annexure-D

Format for Covering Letter

To
(Name and address of Purchaser)

Sub: _____

Dear Sir,

- a)** Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said products & services on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b)** We undertake, if our proposal is accepted, to provide the products & services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Office.
- c)** We agree to abide by this proposal for the period of ____ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d)** We agree to execute a contract in the form to be communicated by the _(insert name of the Purchaser)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e)** Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f)** We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- g)** We would like to clearly state that we qualify for this work as our company meets all the pre-financial criteria indicated on your tender document.

Authorized Signatures with Official Seal

Annexure-E

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

- a) To be executed by an authorized representative of the bidder.
- b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- d) In case the Application is signed by an authorized Director/ Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution/ document conveying such authority may be enclosed in lieu of the Power of Attorney.

Format of Power-of-Attorney

POWER OF ATTORNEY

(On a Legal / Revenue Stamp Paper of PAKISTAN/ of the bidder’s country in the relevant value
OR on the bidder’s letter head officially signed and stamped)

We (name of the company and address of the registered office) do hereby appoint and authorize Mr. / Ms. (full name and residential address) bearing CNIC no. (complete CNIC no.) who is presently engaged with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/ responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

Annexure-F

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information/ documents.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Annexure-G

AFFIDAVIT

Integrity Pact

We _(Name of the bidder / supplier)_ being the first duly sworn on oath submit, that Mr. / Ms. _____ (if participating through agent / representative) is the agent/ representative duly authorized by _(Name of the bidder company)_ hereinafter called the Contractor to submit the attached bid to the _(Name of the Purchaser)_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _(Name of the Purchaser)_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 20__

Notary Public