

**INVITATION TO BID NOTICE FOR FRAME WORK CONTRACT FOR PROCUREMENT OF
UPS BATTERIES FOR FY 2024-2025
TENDER NO. PEF/PROC/IT/2024-25/32**

1. Punjab Education Foundation (PEF) is an autonomous organization, established under the auspices of the Government of the Punjab, committed to the promotion of Quality Education through Public Private Partnership.
2. Sealed Bids on a Frame Work Contract basis, are invited from Bidders i.e. firms/companies/sole proprietor/general order suppliers engaged in trading, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc) and registered on E-PADs under PPR-14 Rule 38 (2) (a), "Single Stage - Two Envelope Bidding Procedure" to procure the following goods/works/services according to details mentioned below:

Sr. #	Items Description	Required Quantity	Bid Security of 02% of Estimated Price	Total Price Including Applicable Taxes (Pkr)
01	Brand: Daewoo/Osaka/Phoenix or equivalent, Sealed maintenance free battery 40 Amp (12 Volts)	150	Rs. 61,600/-	Rs. 30,80,000/-
02	Battery Interlinks with terminals, thimbles and cable (Pair of positive and negative terminals) Compatible with above mentioned battery. Bidder will provide good quality battery interlinks (terminals/thimble and cables) as per PEF provided sample.	300		

Note: Detailed specifications of the goods/works/services required and eligibility criteria are given in the relevant bidding document.

3. Bidding Document would be immediately available on E-Pads, PPRA and PEF websites after the publication of this notice. Detailed Eligibility Criteria, Bid Scope and Terms & Conditions can be found in the Bid Document which will be binding on bidders. PEF will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids.
4. Punjab Education Foundation reserves the right to reject all the proposals at any time prior to the acceptance of a bid or proposal.
5. Original Bid Security of Rs. **61,600/-** which is **02%** of the total cost of the required goods/ services estimated by PEF should be submitted in the form of CDR/Bank Guarantee / Demand Draft / Pay Order from a scheduled Bank of Pakistan in sealed envelope to deliver to Daak Section of Punjab Education Foundation located at 52-L, Gulberg – III near Kalma Chowk, Lahore till **02:00 PM** on **July 03rd, 2025**. Late submission shall not be accepted.
6. Bidders are requested to submit online bids through E-PADS. Scanned copy of Bid security will be upload on E-PADS and original bid security must be submitted in PEF before submission date and time.
7. Bids will be opened in the presence of representatives of bidders who choose to attend at **02:30 p.m.** in the office of Punjab Education Foundation at **52 – L, Gulberg – III near Kalma Chowk, Lahore**, on the last date of tender submission.
8. The Bid shall have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the bid.
9. Taxes will be deducted as per applicable government rules. NTN and Sales Tax registration certificate must be provided.
10. The Punjab Procurement Rules 2014 shall be applicable during the procurement process.
11. The Bidding document is allowed to be downloaded from the PPRA website: <https://ppra.punjab.gov.pk> without paying any fees.

Deputy Director (Procurement)
Punjab Education Foundation
52 – L, Gulberg – III near Kalma Chowk, Lahore.
Ph. # 042-99232791

STANDARD BIDDING DOCUMENT
TENDER NO. PEF/PROC/IT/2024-25/32

**FRAME WORK CONTRACT FOR PROCUREMENT OF UPS
BATTERIES FOR FY 2024-2025**



Deputy Director (Procurement)
Punjab Education Foundation (PEF)
52-L Gulberg – III near Kalma Chowk, Lahore, Pakistan
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Important Note

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without any discrepancy. Bids received without undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents are liable to be rejected at the initial stage. The valid documentary evidences as detailed hereinafter should be submitted by bidders for preliminary and detailed examination.

Applicability of Punjab Procurement Rules, 2014 (Amended till date of advertisement of the relevant ITB notice)

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

1 INVITATION TO BID

1.1 Punjab Procurement Rules to be followed

- 1.1.1** Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice) will strictly be followed. These may be obtained from PPRA's website.
- 1.1.2** In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice).

1.2 Mode of Advertisement(s)

- 1.2.1** The estimated bid is more than five hundred thousand rupees. So following Rule 12(1) of Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice), the respective Invitation to Bid Notice is advertised on websites of PPRA, PEF and E-PADS.

1.3 Type of Open Competitive Bidding

- 1.3.1** As per Rule 38(2)(a) of Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice), Single Stage – Two Envelope Bidding Procedure shall be followed;
- 1.3.2** The procedure for single stage two envelopes shall be:
 - 1.3.2.1** The bid be a single package consisting of two separate envelopes, **containing separately the financial and the technical proposals**;
 - 1.3.2.2** The envelopes shall be marked as “Financial Proposal” and “Technical Proposal”;
 - 1.3.2.3** 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;
 - 1.3.2.4** The procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;
 - 1.3.2.5** During the technical evaluation no amendments in the technical proposal shall be permitted;
 - 1.3.2.6** 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;
 - 1.3.2.7** The financial proposal of the bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of grievance period or the decision of the complaint, if any, filed by the non-responsive bidder, whichever is later. Provided that procuring agency may return the sealed financial proposal earlier if the disqualified or non-responsive bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the procuring agency;
 - 1.3.2.8** It is compulsory for bidders to bid for all goods. Bids for partial items will be rejected.
 - 1.3.2.9** Aggregate lowest evaluated bidder will be awarded the contract;
 - 1.3.2.10** In case of equal lowest financial bids submitted by different bidders at the time of financial opening, under rule 35(5) of PPR-14 such bidders will submit revised financial bids at spot on either their signed official letterhead or on a signed and stamped plain paper. This process will be repeated till a single bidder is declared lowest.

2 INSTRUCTIONS TO BIDDERS (ITB)

2.1 Bidding Details

- 2.1.1** All bids must be accompanied by Bid Security, as per provisions of this Bidding document clause “Bid Security” in favor of “**Punjab Education Foundation**”. The complete, bids as required under this Bidding document, must be submitted on E-PADS and original Bid Security in Sealed envelope shall be delivered to the Dak Section of Punjab Education Foundation located at 52-L, Gulberg – III near Kalma Chowk, Lahore, not later than **July 03, 2025 at 02:00 pm**. Late bids shall not be accepted.
- 2.1.2** Technical bids shall be publicly opened in office of Punjab Education Foundation located at 52-L, Gulberg – III near Kalma Chowk, Lahore at **(02:30 pm)** on the last day of bid submission.
- 2.1.3** Bidders shall submit bid complying with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this bidding document clauses regarding “**Determination of Responsiveness of Bid**” and “**Rejection and Disqualification of the Bid**” for making their bids substantially responsive to the requirements of the Bidding Document.
- 2.1.4** It must be clearly understood that the Specifications, Terms and Conditions are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the contractor on the demand and approval of the Procuring Agency will be permitted throughout the period of completion of the contract.
- 2.1.5** The contractor should be fully and completely responsible for all the deliveries and deliverables to the Procuring Agency under this contract.
- 2.1.6** The Primary and Secondary contacts for all correspondence in relation to this bid are as follows:
- Primary Contact**
Name: Muzaffar Iqbal
Designation: Deputy Director (IT)
Contact No: 042-99232791 Ext. 41,
Email: muzaffar.iqbal@pef.edu.pk
- Secondary Contact**
Name: Muhammad Zahid Siddique
Designation: Deputy Director (Procurement)
Contact No: 99232791 Ext. 54
Email: muhammad.zahid@pef.edu.pk
- 2.1.7** Bidders should note that during the period from the receipt of the bids and until further notice, all queries should be communicated via Primary Contact and in writing only. In case of an urgent situation where the Primary Contact cannot be contacted, bidders may alternatively direct their enquiries through the Secondary Contact.
- 2.1.8** Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), 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.
- 2.1.9** Failure to supply required goods/works/services within the specified time period will invoke penalty / other measures as specified in this document.

2.2 Source of Funds

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

2.3 Eligible Bidders

2.3.1 Bidders shall not be under a declaration of blacklisting by PPRA Punjab or PEF. During the Procurement Process / execution of the Contract, if the firm/ bidder is blacklisted by (PPRA) or PEF, if such blacklisted bidder wants to execute the contract awarded after its blacklisting, the bidder/ firm shall provide 10% Bank Guarantee against the awarded Contract value and in case the bidder regret to do so then the Procuring Agency may proceed with second lowest evaluated bidder.

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

2.3.3 The invitation for Bids is open to all prospective Contractor, Manufacturers or Authorized Agents/Dealers/Distributors subject to any provisions or licensing/regulatory requirements issued by the respective National/ Provincial Professional Statutory Body established for that particular trade or business.

2.3.4 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

2.3.4.1 Are associated or have been associated for the procurement of the services to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used.

2.3.4.2 Have controlling shareholders in common; or

2.3.4.3 Receive or have received any direct or indirect subsidy from any of them; or

2.3.4.4 Have the same legal representative for purposes of this Bid; or

2.3.4.5 Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

2.3.5 A Bidder may be ineligible if –

2.3.5.1 The Bidder is declared bankrupt or, in the case of company or firm, insolvent;

2.3.5.2 Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;

2.3.5.3 Legal proceedings are established against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;

2.3.5.4 The Bidder is convicted, by a final judgment, of any offence involving professional conduct;

2.3.5.5 The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

2.3.5.6 The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

2.3.5.7 The firm and contractor is blacklisted/ debarred by any international organization.

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

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

2.4 Eligible Goods and Services

2.4.1 All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in Technical Specification, and all expenditures made under the contract will be limited to such goods and related services.

2.4.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

2.4.3 The origin of goods and services is distinct from the nationality of the Bidder. In any case, the requirements of Rules 10 & 26 of PPR-14, shall be followed.

2.5 Cost Related to Bid Preparation and Submission

Bidders shall bear all costs/ expenses associated with the preparation and submission of bids and the Procuring Agency shall in no case be responsible/ liable for those costs/ expenses.

2.6 One person one bid

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

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

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

2.7 Examination of the Bidding Document

2.7.1 Bidders are expected to examine the Bidding Document, including all instructions and terms and conditions. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its Bid.

2.7.2 In case of discrepancies between the Invitation to Bid and the Bidding Documents, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.

2.7.3 The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained website of PPRA or from E-PADS.

2.7.4 The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.8 Clarification of the Bidding Document

2.8.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing through E-PADS. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet through E-PADS.

2.8.2 The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing through E-PADS to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids.

2.9 Amendment of the Bidding Document

2.9.1 The Procuring Agency may, at any time prior to the deadline for submission of bids, at its own initiative or in response to a clarification requested by a bidder, amend the Bidding Document, on any account, for any reason. All amendment(s) shall be part of the Bidding Document and binding on bidders.

2.9.2 The Procuring Agency shall notify the amendment(s) to the prospective bidders.

2.9.3 At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.

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

2.10 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

2.10.1 The Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.

2.10.2 For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.

2.10.2.1 Submitted as part of the bid, in the quantities, dimensions and other details requested in the Bidding Document;

2.10.2.2 Carriage paid;

2.10.2.3 Received on, or before, the closing time and date for the submission of bids; and Evaluated to determine compliance with all characteristics listed in the Bidding Document.

2.10.2.4 Do (es) not conform to all characteristics prescribed in the bidding documents; and

2.10.2.5 Is/are not submitted within the specified time clearly mentioned in the bidding document.

2.10.3 Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.

3 TERMS AND CONDITIONS OF THE TENDER

3.1 Definitions

In this document, unless there is anything repugnant in the subject or context:

- 3.1.1** "Commencement Date of the Contract" means the date on which both parties affix their signatures to contract.
- 3.1.2** "The Procuring Agency" means the organization purchasing the Goods & Services, as named Punjab Education Foundation (PEF)
- 3.1.3** "The Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.1.4** "Contractor" means the Bidder or Firm supplying the Goods and Services under this Contract.
- 3.1.5** "Day" means calendar day.
- 3.1.6** "Goods" mean the "Goods required in this bidding document" which bidders are required to supply to the Procuring Agency under the contract.
- 3.1.7** "Services" mean "Labor, transportation till delivery point, incidental services, complementary services, insurance, installation, commissioning, etc. (if any)" associated with provision of goods / works which the Contractor is required to provide the Procuring Agency under the Contract
- 3.1.8** "Written" means written in form of email or hard copy.

3.2 Notice

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

- 3.2.1** In writing;
- 3.2.2** Issued within reasonable time;
- 3.2.3** Served by sending the same by email/ courier/ post/ dispatch rider to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- 3.2.4** The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

3.3 ELIGIBILITY CRITERIA

Eligible bidder is a bidder who:

- 3.3.1** Is registered with Tax Authorities for NTN and GSTN/ PSTN as per relevant laws in Pakistan (whichever is applicable);
- 3.3.2** Must have registered office/presence in Lahore.
- 3.3.3** Has experience of last two years supported by copies of contracts/work orders. Bidders must have minimum three clients to whom the similar type of good are provided.
- 3.3.4** Provides copies of bank statements/ work orders/ contracts for the FY 2022-23 or FY 2023-24 depicting turnover of Rs. 3 million in a financial year or tax return statements of same period.
- 3.3.5** Does not apply in the capacity of joint venture;
- 3.3.6** The Firm/Bidders is not currently blacklisted by the Procuring Agency and PPRA. The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws.

Note:

- i) Noncompliance of any term or condition mentioned in the relevant ITB Notice or Bidding Document shall also lead to disqualification and no claim whatsoever will be entertained. **Bidders must submit bid security of Rs. Rs. 61,600/- (2% of price of procurement estimated by PEF which is Rs. 3,080,000/-)** as per bid security clause of this document else their bids will be rejected. Scanned copy of Bid Security will be uploaded on E-PADS and original will be submitted to PEF office till last date of submission of bids.

- ii) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.1.1 will be rejected and returned unopened to the Bidder.

3.4 Late Bid

- 3.4.1** Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.1.1 will be rejected and returned unopened to the Bidder.
- 3.4.2** The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.
- 3.4.3** Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

3.5 Preparation/ Submission of Bid

Bid and all the accompanied documents submitted by a bidder shall be in paper form and shall either be in Urdu or English or both. The bid shall be filled in/ accompanied by the required Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. (whichever is applicable) which shall be completely filled in, stamped and signed by bidder or his authorized representative. This is made obligatory to affix authorized signatures with official stamp on all documents, annexure, copies, certificates, letters, forms and all relevant documents as part of the bids submitted by bidders.

Technical and Financial Proposals will be considered incomplete if any of the following documents are missing from them. Procuring Agency reserves the right and shall reject any bid submitted without any of the documents mentioned below:

3.5.1 Technical Proposal shall comprise the following:

- 3.5.1.1** Undertaking on stamp paper of Rs.100/- (All terms and conditions and qualifications listed anywhere in this bidding document have been satisfactorily vetted and bidder. The Firm/Bidders is not currently blacklisted by the Procuring Agency and PPRA. The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws. **(Annexure-A)**).
- 3.5.1.2** Covering letter duly signed and stamped by authorized representative on official letter head of bidder **(Annexure-B)**).
- 3.5.1.3** Compliance with technical specifications of required goods/works/services on official letterhead of bidder **(Annexure-C)** as an evidence that the bidder will provide goods/works/services as per requirements of Procuring Agency.
- 3.5.1.4** Checklist of the required documents **(Annexure-D)**).
- 3.5.1.5** Must have registered office/presence in Lahore. (Undertaking on company letterhead)
- 3.5.1.6** Proof of Registration With Tax Authorities For NTN And GSTN/ PSTN As Per Relevant Laws In Pakistan (Whichever Is Applicable).
- 3.5.1.7** Provide proof a minimum two years of experience. Experience shall be calculated from the date of incorporation/registration with relevant authority/tax authorities. Firm/bidders having experience less than two years stand non responsive.
- 3.5.1.8** Provides copies of bank statements/ work orders/ contracts for the FY 2022-23 or FY 2023-24 depicting turnover of Rs. 3 million in a financial year or tax return statements of same period.
- 3.5.1.9** Undertaking on official letterhead that the bidder is not applying in capacity of joint venture for this tender.
- 3.5.1.10** Duly signed and stamped copy of the bidding document to ensure that the participating bidder certifies that each page has been read, understood and all terms and conditions on each page have been accepted unconditionally.

3.5.2 Financial Proposals shall comprise the following:

3.5.2.1 Price Schedule (Annexure-E).

3.5.3 The Bid Security shall be dropped by hand, courier or through registered mail to reach the Dak Section of the Procuring Agency's office at (52-L Gulberg-III Lahore) not later than due date and time for submission of bids. Bid(s) submitted late shall not be accepted.

3.6 Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed, make inquiries on income and sales taxes to the concerned authorities of Income and Sales Taxes.

3.7 Bid Price

The quoted price shall be:

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

3.7.2 In Pak Rupees;

3.7.3 Inclusive of all taxes, duties, levies, insurance, freight, labor, transportation till delivery point, incidental services, complementary services, etc. (whichever is applicable);

3.7.4 The Procuring Agency will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids;

3.7.5 If not specifically mentioned in the Bid, it shall be presumed that the quoted price is as per the requirements mentioned in this document.

3.7.6 Technical proposal should not contain any mention of prices. Price Schedule shall only be submitted with the sealed financial Proposal.

3.7.7 The Procuring Agency will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates of direct taxes or structure of applicable direct taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

3.7.8 The Contractor shall not charge prices for the services/goods/works delivered and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

3.7.9 If a bidder quotes price of services/goods/works without inclusion of taxes, it would be considered that the bid is inclusive of all applicable taxes.

3.7.10 It will be the responsibility of bidders that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained by the Procuring Agency. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by a bidder.

3.7.11 Bidders are responsible for the correctness and sufficiency of the Bid and price quoted in the Bid shall be deemed to cover all obligations under this Bidding Process.

3.7.12 Bid shall be checked for any arithmetic errors which shall be rectified, as follows:

3.7.12.1 If there is a discrepancy between the amount in figures and the amount in words for the Total Bid Price entered in the price schedule, the actual sum of itemized total prices will be considered as the Total Bid Price.

- 3.7.12.2 If there is a discrepancy in the actual sum of the unitary total prices (if applicable) and the total bid price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 3.7.12.3 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.
- 3.7.12.4 While calculating bid price, quantities shall remain same as already mentioned in bid documents.
- 3.7.12.5 If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
- 3.7.12.6 The Bid price as determined after arithmetic corrections shall be termed as the **Corrected Total Bid Price** which shall be binding upon the bidder.
- 3.7.12.7 No credit shall be given for offering delivery period earlier than the specified period.
- 3.7.13 The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited.

3.8 Conversion to Single Currency

- 3.8.1 As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:
 - 3.8.1.1 For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

3.9 Bid Security

Bidders shall furnish the Bid Security as under:

- 3.9.1 Shall be in the form of Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque in the name of Punjab Education Foundation;
- 3.9.2 Cheques shall not be entertained in any case.
- 3.9.3 Scanned copy/copies of Bid security will be upload on E-PADS and original bid security must be submitted in PEF before submission date and time.
- 3.9.4 Bidders are required to submit bid security of **Rs. 61,600/-** (2% of price of procurement estimated by PEF which is Rs. **3,080,000/-**) as per bid security Rule of Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice) which states that a procuring agency may require the bidders to furnish a bid security not exceeding five per cent of the price of procurement as estimated by the procuring agency.
- 3.9.5 Denominated in Pak Rupees;
- 3.9.6 Having a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Bid or until furnishing of the Performance Guarantee, whichever is later;
- 3.9.7 The bid security shall be returned to the technically disqualified bidders with their unopened/ sealed financial bid while the unsuccessful bidders shall be returned the bid security only. The Bid Security shall be returned to the successful bidder on furnishing the Performance Guarantee.
- 3.9.8 Bid security will not be adjustable against any payment or performance guarantee.

- 3.9.9** Punjab Education Foundation is not responsible to pay any interest/ benefit on the amount submitted as bid security against this bid that could accumulate in the same period by investing/ depositing in any bank or any other such institution/ organization;
- 3.9.10** The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to Clause 3.9.11.
- 3.9.11** Bid security submitted by a bidder may be forfeited if:
 - 3.9.11.1** Bidder has been found involved in the concealment of facts.
 - 3.9.11.2** Any false / misleading information is provided in the submitted bid.
 - 3.9.11.3** Bidder backs out from fulfilling the obligations of bid after opening of the bid.
 - 3.9.11.4** If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form.
 - 3.9.11.5** In the case of a successful Bidder, if the Bidder fails to sign the contract in accordance with Bidding Document.
 - 3.9.11.6** In the case of a successful Bidder, if the Bidder fails to furnish Performance Guarantee in accordance with bidding document.
 - 3.9.11.7** In the case of a successful Bidder If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.

3.10 Bid Validity

- 3.10.1** The Bid shall have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Bid. The Procuring Agency may solicit the consent of the bidders to an extension of the validity period of the bid. The request and the response thereto shall be made in writing. If a bidder agrees to extension of validity period of the bid, the validity period of the Bid Security shall also be suitably extended. A bidder may refuse extension of validity period of the Bid, without forfeiting the Bid security as per **Clause 28(4) (c) (Amended till date of advertisement of the relevant ITB notice)**.
- 3.10.2** Bids shall remain valid for the period of 120 days after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.

3.11 Modification/ Withdrawal of the Bid

- 3.11.1** A bidder may, by written notice served on the Procuring Agency, modify, including substitution or withdraw the bid after submission of the bid, prior to the deadline for submission of the bid.
- 3.11.2** The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (3.11.1).A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.
- 3.11.3** Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.
- 3.11.4** The bid, withdrawn after the deadline for submission of the bid and prior to the expiration of the period of the bid validity, shall result in forfeiture of the Bid Security.

3.12 Opening of Bids by the Procuring Agency

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

- 3.12.2** In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings on E-PADS. The Financial Proposals will remain unopened and will be held until the specified time of their opening.
- 3.12.3** The Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
- 3.12.4** Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder`s representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder`s Bid.
- 3.12.5** No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder.
- 3.12.6** The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.
- 3.12.7** The Bidders` representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder`s signature on the record shall not invalidate the contents and affect the record.
- 3.12.8** Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-mail.
- 3.13 Confidentiality**
- 3.13.1** Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.
- 3.13.2** Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
- 3.13.3** From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.
- 3.14 Clarification of the Bid**
- 3.14.1** The Procuring Agency shall have the right, at its exclusive discretion, to require, further information or clarification of the Bid, from any or all the bidders. The procuring agency may, if necessary after the opening of the bids, seek and accept such clarifications of the bid as do not change the substance of the bid as per Rule 33 (2) of Punjab Procurement Rules (Amended till date of advertisement of the relevant ITB notice). No change in the price or substance of the Bid shall be sought, offered or permitted except as required to include the corrections of arithmetical errors discovered in the Bid. Acceptance of any such correction is sole discretion of the Procuring Agency.
- 3.14.2** Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- 3.14.3** The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought.

- 3.14.4** The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
- a) Evaluation & qualification criteria;
 - b) Required scope of work or specifications;
 - c) All securities requirements;
 - d) Tax requirements;
 - e) Terms and conditions of bidding documents.
 - f) Change in the ranking of the Bidder

3.15 Determination of Responsiveness of the Bid

Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security, Applicable Laws of Pakistan, Taxes and Duties & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

The Procuring Agency shall determine the substantial responsiveness of the Bid to the Bidding document, prior to the Bid evaluation, on the basis of the contents of the Bid itself without recourse to extrinsic evidence. A substantially responsive Bid is one which:

- 3.15.1** Meets the eligibility criteria given herein this Bidding document;
- 3.15.2** Offers fixed price for all services/ goods/works as per Price Schedule;
- 3.15.3** Conforms to all terms and conditions of the documents issued by Procuring Agency in reference to this bidding procedure. These include but are not limited to the Bidding Document, Invitation to Bid Notice, Corrigendum, Addendum, etc. (whichever is applicable), without material deviation or reservation;
- 3.15.4** A material deviation or reservation is one which affects the scope, quality of services or limits the Procuring Agency's rights or a bidder's obligations under the Contract.
- 3.15.5** The Bid determined as not substantially responsive shall not subsequently be made responsive by a bidder by correction or withdrawal of the material deviation or reservation.

3.16 Rejection and Disqualification of the Bid

The Procuring Agency may reject all bids or proposals at any time prior to the acceptance (issuance of Acceptance Letter). The Procuring Agency shall upon a written request communicate to any bidder, the grounds for rejecting all bids or proposals, but shall not be required to justify those grounds. The Procuring Agency shall incur no liability, solely, by virtue of rejection of bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).

Likewise, Procuring Agency shall upon a written request communicate to any bidder, the grounds for its technical disqualification, but shall not be required to justify those grounds. A bid shall be rejected/ disqualified if it is:

- 3.16.1** Substantially non-responsive in a manner prescribed in this document especially to the clause '**Determination of Responsiveness of the Bid**'; or
- 3.16.2** Submitted in other than prescribed forms, annexes, documents by other than specified mode and language; or
- 3.16.3** Incomplete, partial, conditional, alternative/optional, late; or
- 3.16.4** Bidder has conflict of interest with the Procuring Agency; or
- 3.16.5** Bidder tries to influence the Bid evaluation/ Contract award; or
- 3.16.6** Bidder engages in corrupt or fraudulent practices in competing for the Contract award;

- 3.16.7** Bidder fails to meet the requirements of Bid Eligibility/ Qualification Criteria;
- 3.16.8** Bidder fails to meet the Technical and / or Financial evaluation of Proposal;
- 3.16.9** There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity, inconsistency, informality or irregularity in the submitted bid.
- 3.16.10** Bidder submits any financial condition as part of its bid which is not in conformity with bidding document.
- 3.16.11** Bidder who does not submit original bid security instrument in the sealed envelope or upload scanned copy of the same on E-PADS.
- 3.16.12** Bidder discloses price in the Technical Proposal.

3.17 TECHNICAL AND FINANCIAL EVALUATION OF PROPOSAL

The bidders who have duly complied with the Bid Eligibility/ Qualification Criteria will be eligible for further processing.

- 3.17.1** During the technical evaluation no amendments in the technical proposal shall be permitted;
- 3.17.2** The bids with technical proposals conforming to terms and conditions of this bid document, invitation to bid notice, corrigendum, addendum (whichever applicable) will be considered for financial evaluation and thus, only their financial proposal will be opened.
- 3.17.3** After evaluation of the technical proposals, financial proposals of the technically responsive/ qualified bids will be opened, publically at a time, date and venue which will be announced and communicated to the bidders in advance, within the bid validity period;
- 3.17.4** The financial bids found technically nonresponsive shall remain un-opened on E-PADS;
- 3.17.5** All bidders may check results (bid evaluation) at website of PPRA.

3.18 Award Criteria

- 3.18.1** The eligible bidder fulfilling the qualification and technical evaluation criteria will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all formalities mentioned in the relevant Invitation to Bid and this Bidding Document.
- 3.18.2** Failure of the successful Bidder to comply with the requirement of Clause 3.19.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

3.19 Acceptance Letter and Work Order/Purchase Order

- 3.19.1** As per provisions of Rule (55) of Punjab Procurement Rules 2014 (Amended till date of advertisement of the relevant ITB notice), the Procuring Agency shall issue the Acceptance Letter to the Successful Bidder, at least after 10 days of announcement of bid evaluation reports (Rule-37 of Punjab Procurement Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Bid, which shall constitute a Contract, until execution of the formal Contract. Formal Contract will be signed within 15 days of issuance of Acceptance Letter subject to submission of performance guarantee and signing of contract. After signing of the formal contract, work order/purchase order will be issued to contractor.

3.20 Redressal of Grievances by the Procuring Agency

The Procuring Agency has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.

- 3.20.1** Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- 3.20.2** In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining/ receiving grievance petitions from the prospective bidders (if any).
- 3.20.3** Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- 3.20.4** In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report.
- 3.20.5** The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 3.20.6** Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

3.21 Language of Bid

The bid and all documents relating to the bid, exchanged between a bidder and Procuring Agency, shall either be in Urdu or English or both. The bidder shall bear all costs of translation to English or Urdu and all risks of the accuracy of such translation.

3.22 Restarting Bidding Process from any Prior Stage

As per provision in Rule 35 (5), the procuring agency may, for reasons to be recorded in writing, restart bidding process from any prior stage if it is possible without violating any principle of procurement contained in rule 4 and shall immediately communicate the decision to the bidders.

3.23 Corrupt or Fraudulent Practices

- 3.23.1** The Procuring Agency Bidders, Contractors, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. “Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009.
- 3.23.2** Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding. Blacklisting will be dealt under S-17A of PPRA, Act, 2009 and as per rule 21 and schedule appended with PPR-14 of PPR-14.

TERMS & CONDITIONS OF THE CONTRACT

Contract Title:

[Name of Contractor]

Dated:

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between **Punjab Education Foundation** (the “Procuring Agency”), on one part,

and

[Full legal name of Contractor & Address], on the other part severally liable to the Procuring Agency for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “the Contractor.”

RECITALS

WHEREAS,

- (a) The Procuring Agency intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the services/goods as described in the contract.
- (b) The Procuring Agency has requested the Contractor to provide certain services/goods as described in the relevant Invitation to Bid notice and Bidding Document; and
- (c) The Contractor, having represented to the Procuring Agency that it has the required professional skills, personnel and technical resources, has agreed to provide such services/goods/work on the terms and conditions set forth in this Contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- 2. The Contractor hereby covenants with the Procuring Agency to supply the services/goods/work and to remedy damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Procuring Agency to the Contractor.
- 3. The Procuring Agency hereby covenants with the Contractor to pay the Contractor, the Contract Price as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of provision of services/goods/work and remedying of damage therein.
- 4. The contract price for satisfactorily supplying all the services/goods/work, that the contractor is liable to provide under the contract as per the scope mentioned in bidding documents, shall be Rs._____.
- 5. The following shall be deemed to form and be read and construed as part of this Contract:
 - a. The Bidding Document
 - b. Terms and Conditions of the Contract
 - c. Bidder’s Proposal
 - d. Specifications
 - e. Price Schedule
 - f. Affidavit(s)

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

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with **the Laws of Islamic Republic of Pakistan** as of the day, month and year first indicated above.

For **Punjab Education Foundation (PEF):**

For **[full legal name of the Contractor]:**

Name :(As per CNIC) -----
Father Name: -----
CNIC Number: -----
Designation: -----
Address: -----
Signature: -----
Thumb Impression: -----

Name :(As per CNIC) -----
Father Name: -----
CNIC Number: -----
Designation: -----
Address: -----
Signature: -----
Thumb Impression: -----

WITNESSES:

(First Party)

Name: (As per CNIC) -----
Father Name: -----
CNIC Number: -----
Designation: -----
Address: -----
Signature: -----
Thumb Impression: -----

WITNESSES:

(Second Party)

Name: (As per CNIC) -----
Father Name: -----
CNIC Number: -----
Designation: -----
Address: -----
Signature: -----
Thumb Impression: -----

4 SPECIAL CONDITIONS OF THE CONTRACT

4.1 Bid Scope

4.1.1 Punjab Education Foundation (PEF) is running a model Public Private Partnership system and is striving for the improvement of school education in Punjab. PEF intends for **Procurement of UPS Batteries for FY 2024-2025** as per below details:

Scope of Work

Sr. #	Item Description	QTY
1	Brand: Daewoo/Osaka/Phoenix or equivalent, Sealed maintenance free battery 40 Amp (12 Volts)	150
2	Battery Interlinks with terminals, thimbles and cable (Pair of positive and negative terminals) Compatible with above mentioned battery. Bidder will provide good quality battery interlinks (terminals/thimble and cables) as per PEF provided sample.	300

Special Terms & Conditions:

- Sub Purchase orders will be issued from time to time on demand basis during the contract period.
- Bidder will provide batteries with warranty cards.
- Bidder will provide battery interlinks (terminals, thimble and cables) as per PEF provided sample.
- Supplier will be bound to replace any items, if found substandard/ unsatisfactory/defective without any additional cost.
- Supplier will be responsible to provide the warranty claim related services to PEF head office without any additional cost.
- Battery price will remain constant throughout the contract period.

4.1.2 Procuring agency has the right to increase the quantities up to 15 % under the clause of repeat order during the period of contract. Contractor shall liable to provide the goods on the issue of repeat order.

4.2 Contract Duration

A frame contract will be signed for a period of one (01) year from the date of signing of contract agreement. Provided, any work awarded before the expiry of contract duration shall be completed even after the contract duration is expired. Contractual liabilities and obligations will remain binding on the contractor even after the expiry of duration of contract.

4.3 Delivery

4.3.1 The contractor will provide services within 03 working days after issuance of Work Orders/Purchase Order.

4.3.2 Delivery of services shall be made in Lahore.

4.3.3 The contractor shall provide the required services with all the safety.

4.3.4 Delivery Period will be counted after issuance of Work Order/Purchase Order with details given in work order/purchase order/contract. The Firm/Bidders will be responsible for services as per requirement of the procuring agency. The supplier will bear all costs associated with the security services and PEF will in no case be responsible or liable for those costs. The Firm/Bidders will make such arrangements to ensure safe services. Any damage sustained during the services period will be rectified by the Firm/Bidders at his cost.

4.4 Extensions in Time for Performance of Obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at least two days before delivery time, the Contractor shall, by written notice served on the Procuring Agency, promptly indicate the facts of the delay, the likely duration and its cause(s). As

soon as practicable after receipt of such notice, the Procuring Agency shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Contractor's time for performance of its obligations under the Contract.

4.5 Liquidated Damages

In case extension in time under clause 1.5 is not granted by the Competent Authority of PEF, 2 % of the value of delayed or substandard goods/services against each Purchase order/work order will be imposed as penalty per day. However, total Liquidated Damages will not exceed beyond 10% of total contract price. PEF might also blacklist and debar the contractor from participating in in any public procurement process of the procuring agency in case of unnecessary delay in the execution of contract under the relevant law.

4.6 Satisfactory Completion Certificate for Goods

The Procuring Agency (Concerned Department) will issue Satisfactory Completion Certificate to the Contractor upon successful completion of delivery of goods/services against each purchase order, which the Contractor is liable to provide in consideration of this Contract.

4.7 Payment

4.7.1 The Procuring Agency shall pay the amount as per actual services/work/goods hired and payment will be made after verified within thirty (30) days from the date of delivery subject to issuance Satisfactory Completion Certificate by the concerned department.

4.7.2 Payment shall not be made in advance and against partial deliveries against the Work order. However, if the procuring agency delays or stops the deliveries of the Purchase order, partial payment against the satisfactory partial deliveries shall be made promptly.

4.7.3 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

4.7.4 Payment shall not be made in advance or against partial deliveries until Satisfactory Completion Certificate is issued by the Procuring Agency. The Procuring Agency shall make payment for the complete and defect free Goods/services supplied, to the Contractor, as per Government policy, in Pak Rupees, through cheque/ PO/DD/CDR. No payment will be made on unsatisfactory/defective delivery.

4.7.5 All type of government duties and taxes shall be dealt as per applicable laws of Pakistan at the time of payment. Foundation shall not be responsible for increase in deduction of direct taxes due to change in laws of Pakistan.

4.8 Contract Amendment

4.8.1 The Procuring Agency may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/ requirement in the light of prevailing rules and regulations / Punjab Procurement Rules 2014.

4.8.2 The Contractor shall not execute any Change until and unless the Procuring Agency has allowed the said Change, by written order served on the Contractor.

4.8.3 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

4.8.4 No variation or modification in the Contract shall be made, except by written amendment signed by both the Procuring Agency and the Contractor, subject to approval of Competent Authority of PEF.

5 GENERAL CONDITIONS OF CONTRACT

5.1 Contract

The successful bidder shall, after submitting the Performance Guarantee, sign the Contract within three days of receiving of Acceptance Letter from the Procuring Agency.

5.2 Contract Cost

The Contractor shall bear all costs/ expenses associated with the preparation of the Contract and the Procuring Agency shall in no case be responsible/ liable for those costs/ expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt. rules and regulations for signing of the formal contract.

5.3 Contract Documents and Information

The Contractor shall not, without the Procuring Agency's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications or information furnished by or on behalf of the Procuring Agency in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

5.4 Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Procuring Agency, shall either be in Urdu or English or both. The Contractor shall bear all costs of translation to English or Urdu and all risks of the accuracy of such translation.

5.5 Standards

The goods provided under this Contract shall conform to the authoritative latest industry standards.

5.6 Patent Right

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

5.7 Inspection and Verification

The Procuring Agency may reject the goods if they fail to conform to the specifications, in any inspection(s) and the Contractor may be allowed to make all alteration necessary to meet the specifications in coordination with Procuring Agency's concerned department, free of cost to the Procuring Agency.

The Procuring Agency or its representative shall have the right to inspect and/or to test the goods and to confirm their conformity to the contract specifications at no extra cost to the Procuring Agency. All costs associated with testing shall be borne by the contractor.

The Procuring Agency's right to inspect, test and, where necessary, reject the goods either at contractor's premises or upon arrival at Procuring Agency's destination shall in no way be limited or waived by reason of the goods having previously been inspected tested, and passed by the Procuring Agency or its representative prior to the goods delivery from the point of Supply or manufacturing.

5.8 Assignment / Subcontract

5.8.1 The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Procuring Agency's prior written consent.

5.8.2 The Contractor shall guarantee that any and all assignees of the Contractor shall, for performance of any part/ whole of the goods under the contract, comply fully with the terms and conditions of the Contract applicable to such part/ whole of the goods under the contract.

5.9 Blacklisting

The Procuring Agency may, for a specified period, debar a bidder or contractor from participating in any public procurement process of the procuring agency, if the bidder or contractor has:

- (a) Acted in a manner detrimental to the public interest or work practices;
- (b) Consistently failed to perform his/ her obligation under the contract;
- (c) Not performed the contract up to the mark; or
- (d) Indulged in any corrupt practice.

5.10 Termination for Default

5.10.1 If the Contractor fails or delays the performance of any of the obligations, under the Contract, violates any of the provisions of the Contract/ commits breach of any of the terms and conditions of the Contract the Procuring Agency may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure/ delay, within fifteen working days of intimation (or such longer period as the Client may allow in writing).

5.10.2 If the Procuring Agency terminates the Contract for default, in whole or in part, the Procuring Agency may procure, upon such terms and conditions and in such manner as it deems appropriate, goods, similar to those undelivered, and the Contractor shall be liable to the Procuring Agency for any excess costs for such similar goods. However, the Contractor shall continue performance of the Contract to the extent not terminated.

5.11 Termination for Convenience

5.11.1 The Procuring Agency may, at any time, by written notice served on the Contractor, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.

5.11.2 The goods which are complete or to be completed by the Contractor, within seven working days after the receipt of such notice, shall be accepted by the Procuring Agency.

5.11.3 For the remaining goods, the Procuring Agency may elect:

5.11.3.1 To have any portion thereof completed and delivered; and/or

5.11.3.2 To cancel the remainder and pay to the Contractor an agreed amount for partially supplied goods, together with a reasonable allowance for overhead and profit.

5.12 Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Procuring Agency may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

5.13 Force Majeure

For the purpose of this contract “Force Majeure” means an event which is beyond the reasonable control of the contractor and which makes contractor’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies.

- 5.13.1** The Contractor shall not be liable for liquidated damages, blacklisting for future bids, if and to the extent its failure/ delay in performance/ discharge of obligations under the Contract is the result of an event of Force Majeure.
- 5.13.2** If a Force Majeure situation arises, the Contractor shall, by written notice served on the Procuring Agency, indicate such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Contractor shall continue to perform 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.
- 5.13.3** Force Majeure shall not include:
- 5.13.3.1** Any event which is caused by the negligence or intentional action of Contractor or its agents or employees, nor
- 5.13.3.2** Any event which the Contractor could reasonably have been expected to:
- 5.13.3.2.1** Take into account at the time of the conclusion of this Contract and;
- 5.13.3.2.2** Avoid or overcome in the carrying out of its obligations here under.
- 5.13.3.2.3** Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

5.14 Dispute Resolution

- 5.14.1** The Procuring Agency and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 5.14.2** If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

5.15 Statutes and Regulations

- 5.15.1** The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
- 5.15.2** The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Procuring Agency indemnified against all penalties and liability of any kind for breach of any of the same.

5.16 Authorized Representative

- 5.16.1** The Procuring Agency or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any/ all of the duties/ authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- 5.16.2** The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him/her, by the Procuring Agency or the Contractor.
- 5.16.3** Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 5.16.4** Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Islamic Republic of Pakistan** as of the day, month and year first indicated above.

For **Punjab Education Foundation (PEF):**

Name :(As per CNIC) -----
Father Name: -----
CNIC Number: -----
Designation: -----
Address: -----
Signature: -----
Thumb Impression: -----

WITNESSES:

(First Party)

Name: (As per CNIC) -----
Father Name: -----
CNIC Number: -----
Designation: -----
Address: -----
Signature: -----
Thumb Impression: -----

For **[full legal name of the Contractor]:**

Name :(As per CNIC) -----
Father Name: -----
CNIC Number: -----
Designation: -----
Address: -----
Signature: -----
Thumb Impression: -----

WITNESSES:

(Second Party)

Name: (As per CNIC) -----
Father Name: -----
CNIC Number: -----
Designation: -----
Address: -----
Signature: -----
Thumb Impression: -----

6 SPECIAL STIPULATIONS (BID DATA SHEET)

Punjab Education Foundation		
Reference (Clause of this document)	Description	Details
Clause 1.3	Bidding procedure	Single stage – Two Envelope Procedure
Clause 2.1.1	Last date and time for the Submission of bidding document.	02:00 pm on July 03rd, 2025 at 52-L, Gulberg – III near Kalma Chowk, Lahore.
Clause 2.1.2	Date, time and venue of opening of technical	02:30 pm on July 03rd, 2025 at 52-L, Gulberg – III near Kalma Chowk, Lahore.
Clause 3.9.4	Bid Security	(2% of price of lot-wise procurement estimated by PEF)
Clause 3.9.4	Estimated Price by PEF	Rs. 3,080,000/-
Clause 4.3.5	Currency of Bid Evaluation	Pak Rupee
Clause 3.12	Bid validity period	120 Days
Clause 3.22	Language of bid	Urdu or English or both
Clause 3.17	Technical and Financial Evaluation of Proposal	As per relevant Rule/clause
Clause 4.4	Delivery	As per relevant Rule/clause
Clause 4.6	Liquidated damages for failure / delay in supply of goods by the Contractor	As per relevant Rule/clause
Clause 2.1.7	Contact Person for Communication	Name: Muzaffar Iqbal Designation: DD-IT Contact No: 042-99232791 Ext 41 Email: muzaffar.iqbal@pef.edu.pk

7 ANNEXURE

ANNEXURE-A (Attach with Technical Proposal)

To be submitted on Legal Stamp Paper of Rs. 100/- with Technical Proposal

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 Bid and are liable to any punitive action for furnishing false information/ documents.

We undertake that we are not blacklisted in Punjab Education Foundation and PPRA. The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws.

Dated this _____ day of _____ 2025

Signature

(Official Stamp)

Thumb Impression

In the capacity of:

Duly authorized to sign bids for and on behalf of: (Bidder Name)

(Attestation by Notary Public/ Oath Commissioner)

ANNEXURE-B (On Official Letter Head with Technical Proposal)

FORMAT FOR COVERING LETTER

To

Punjab Education Foundation
52-L, Gulberg – III near Kalma Chowk, Lahore.

Subject: TENDER FOR PROCUREMENT OF UPS BATTERIES FOR FY 2024-2025

Dear Concerned,

- a) Having examined the Bidding document, emails sent for information and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said services/works/goods on terms of reference to be signed upon the award of Contract for the sum indicated as per Price Schedule.
- b) We undertake that the financial proposal submitted by us includes price of all the items as per the technical specifications and requirements of this Bidding document. No item is mentioned as an option for which additional price will be demanded afterwards in addition to the financial bid.
- c) We undertake, if our proposal is accepted, to provide the services/works/goods mentioned in the Contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- d) We agree to abide by this proposal for the period of 120 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.
- e) We agree to execute a Contract in the form to be communicated by the Punjab Education Foundation incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to justify for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Name and Designation of Signatory

Authorized Signatures with Official Stamp

ANNEXURE-C (To be submitted on Official Letter Head)

TECHNICAL SPECIFICATIONS

Scope of Work

Sr. #	Item Description	QTY	Compliance (Yes/No)
1	Brand: Daewoo/Osaka/Phoenix or equivalent, Sealed maintenance free battery 40 Amp (12 Volts)	150	
2	<u>Battery Interlinks with terminals, thimbles and cable</u> (Pair of positive and negative terminals) Compatible with above mentioned battery. Bidder will provide good quality battery interlinks (terminals/thimble and cables) as per PEF provided sample.	300	

Special Terms & Conditions:

1. Sub Purchase orders will be issued from time to time on demand basis during the contract period.
2. Bidder will provide batteries with warranty cards.
3. Bidder will provide battery interlinks (terminals, thimble and cables) as per PEF provided sample.
4. Supplier will be bound to replace any items, if found substandard/ unsatisfactory/defective without any additional cost.
5. Supplier will be responsible to provide the warranty claim related services to PEF head office without any additional cost.
6. Battery price will remain constant throughout the contract period.

ANNEXURE-D**(Checklist for the Attached Documents in Technical Proposal)**

Sr. #	Description of Documents	Attached (Yes/No)	Page No
1	Undertaking on stamp paper of Rs. 100/- (all terms and conditions and qualifications listed anywhere in this bidding document have been satisfactorily vetted The Firm/Bidders is not currently blacklisted by the Procuring Agency and PPRA. The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws). (Annexure-A).		
2	Covering letter duly signed and stamped by authorized representative on official letter head of bidder (Annexure-B).		
3	Compliance with technical specifications of required goods/works/services on official letterhead of bidder (Annexure-C) as an evidence that the bidder will provide goods/works/services as per requirements of procuring agency.		
4	Checklist of the required documents (Annexure-D).		
5	Proof of registration with tax authorities for NTN and GSTN/ PSTN as per relevant laws in Pakistan (whichever is applicable).		
6	Must have registered office/presence in Lahore. (Undertaking on company letterhead)		
7	Provide Proof a minimum two years of experience. Experience shall be calculated from the date of incorporation/registration with relevant authority/tax authorities. Firm/Bidders having experience less than two years stand non responsive.		
8	Provides copies of bank statements/ work orders/ contracts for the FY 2022-23 or FY 2023-24 depicting turnover of Rs. 3 million in a financial year or tax return statements of same period.		
9	Provides copies of three (03) work orders/ contracts/ MOUs/ satisfactory completion certificates, etc. showing to whom the similar type of good are provided.		
10	Undertaking on official letterhead that the bidder is not applying in capacity of joint venture for this tender.		
11	Duly signed and stamped copy of bidding document to ensure that the participating bidder certifies that each page has been read, understood and all terms and conditions on each page have been accepted unconditionally.		

(Checklist for the Attached Documents in Financial Proposal)

Sr. #	Description of Documents	Attached (Yes/No)	Page No
1	Price Schedule (Annexure – E).		

ANNEXURE-E (Attach with Financial Proposal)

Sr. #	Description of Goods	Unit	Required Quantity	Unit Price Including Applicable Taxes (Pkr)	Total Price Including Applicable Taxes (Pkr)
Grand Total Including Applicable Taxes					
Total Price in Words: Rs.					

Notes:

- i. The price shall include all applicable taxes like Income Tax, GST, PST, etc.
- ii. The price will include all related expenses (e.g. incidental services, labor, transportation charges to delivery point, etc.).
- iii. It is compulsory for bidders to bid for all goods / services. Bids for partial items will be rejected.
- iv. Aggregate lowest evaluated bidder will be awarded the contract.
- v. **Bidder will quote only one brand in bid and optional bid will be rejected**
- vi. **Price schedule must be enclosed with financial proposal.**

Attention

“Price schedule must be enclosed with financial proposal only. Please DO NOT disclose prices in technical proposal otherwise your bid will be rejected/disqualified”.

ANNEXURE-F (To be Submitted by Successful Bidder on Legal Stamp Paper of Rs. 300/-)

INTEGRITY PACT

(For Procurements of 10 Million and Above)

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

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

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

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

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

Name of Procuring Agency:

Signature:

.....

[Seal]

Name of Successful Bidder:

Signature:

[Seal]

ANNEXURE-G

FORMAT OF BANK GUARANTEE

Guarantee No. _____

Executed on _____

Expiry date _____

Name of Guarantor (Bank) with address: _____

Name of Principal (Contractor) with address: _____

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

Letter of Acceptance No. _____ Dated _____

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

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

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

Our total liability under this Guarantee is limited to the sum stated above and it is a condition of any liability attaching to us under this Guarantee that the claim for payment in writing shall be received

by us within the validity period of this Guarantee, failing which we shall be discharged of our liability, if any, under this Guarantee.

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

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

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

Guarantor (Bank)

Witness:

- | | | | |
|----|-----------|-------|----------------------------|
| 1. | Title | _____ | _____ |
| | Name | _____ | Corporate Secretary (Seal) |
| | Signature | _____ | |
| 2. | Title | _____ | _____ |
| | Name | _____ | Corporate Guarantor (Seal) |
| | Signature | _____ | |