STANDARD BIDDING DOCUMENT

FOR PROCUREMENT OF AIR CONDITIONERS (INVERTER) UNDER THE SCHEME TITLED ESTABLISHMENT OF OFFICE OF DISTRICT PUBLIC PROSECUTOR, NAROWAL (YEAR 2021 - 22)

GOVERNMENT OF THE PUNJAB

Public Prosecution Department

Table of Contents

1. Invitation to Bid 3
2. Bidding Details (Instructions to Bidders) 3
   TERMS AND CONDITIONS OF THE TENDER 5
3. Definitions 5
4. Headings and Titles 5
5. Notice 6
6. Tender Scope 6
7. Tender Eligibility/Qualification Criteria 6
8. Tender Cost 6
9. Joint Venture 6
10. Examination of the Tender Document 6
11. Clarification of the Tender Document 6
12. Amendment of the Tender Document 7
13. Preparation / Submission of Tender 7
14. Tender Price 8
15. Bid Security 9
16. Tender Validity 9
17. Modification / Withdrawal of the Tender 9
18. Opening of the Tender 9
19. Clarification of the Tender 9
20. Determination of Responsiveness of the Bid (Tender) 10
21. Correction of errors / Amendment of Tender 10
22. TECHNICAL EVALUATION CRITERIA 10
23. FINANCIAL PROPOSAL EVALUATION 11
24. Rejection / Acceptance of the Bid 11
25. Award Criteria 12
26. Acceptance Letter 12
27. Performance Security 12
27. Schedule of Delivery 13
28. Award of Contract 14
28. Redressal of grievances by the procuring agency 13

ANNEXURE-A .....
ANNEXURE-B .....
ANNEXURE-C .....
ANNEXURE-D .....

Bid Form & List of documents to be attached with bid

Draft of Advertisement

Amount of Bid Security

Sample of Contract

Important Note:

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. 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 the Punjab received during the completion of the project.

1. Invitation to Bid

1.1 PPRA Rules to be followed

Punjab Procurement Rules, 2014 will be strictly followed. These may be downloaded from PPRA's website http://ppra.punjab.gov.pk. In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules, 2014.

1.2 Mode of Advertisement(s)

As per Rule 12(1&2), this Tender is being placed online at PPRA's website.

The bidding document carrying all details can be downloaded from Public Prosecution Department's website **http://www.ppd.punjab.gov.pk** and PPRA's website **www.ppra.punjab.gov.pk** for information only. All prospective bidders are required to register themselves with the Section Officer (General), Public Prosecution Department after payment or depositing an amount of **Rs.1,000/-** in Government of the Punjab account on **32-A proforma**.

1.3 Type of Open Competitive Bidding

As per Rule 38(2)(a), Single Stage - Two Envelope Bidding Procedure shall be followed. The said procedure is reproduced as follows:

(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 advance, 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, publicly 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 (Instructions to Bidders)

All bids must be accompanied by Bid Security, as per provisions of this tender document clause "Bid Security" of this document in favor of **"Section Officer (General), Public Prosecution Department"**. The bids along with the Security, Tender Forms, Affidavits, etc., must be delivered into the Tender Box, placed in the office of the Section Officer (General), 250-Riwaz Garden, Lahore on or before 11:00 AM on **[25.04.2022]**. The Technical bids shall be publicly opened on the same day at 11:30 AM on **[25.04.2022].** In case the last date of bid submission falls in / within the official holidays

/ weekends, the last date for submission of the bids shall be the next working day.
The bidder shall submit bids which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding **"Determination of Responsiveness of Bid" and "Rejection / Acceptance of the Tender"** for making their bids substantially responsive to the requirements of the Bidding Document.

It will be imperative for each Bidder(s) to familiarize itself/ themselves with the prevailing socio-economic, political, and legal situation for the execution of contract. Purchaser shall not entertain any request for clarification from the Bidder regarding such aspects of submission of the Bid.

It will be the responsibility of the Bidder 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 Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/cost quoted in the Bid to cover all obligations under this Bid Process.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser. The purchaser reserves the right of inspection of supplied items at any place, bidder premises or at the desired / specified place.

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

Primary Contact
Section Officer (General)
Public Prosecution Department
Phone.042-37113954, 0300-4314346
250-Riwaz Garden, Lahore

Secondary Contact
Deputy Secretary (General)
Public Prosecution Department
Phone.042-37116790
250-Riwaz Garden, Lahore

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

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.

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

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.

TERMS AND CONDITIONS OF THE BID

3. Definitions

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

3.2 "**Authorized Representative**" means any representative appointed, from time to time, by the Purchaser or the Contractor / Bidder.

3.3 "**Availability and Reliability**" means the probability that suppliers shall be operationally ready to perform its function when called upon at any point in time.

3.4 "**Bidder/Tenderer**" means the interested Firm/Company/Supplier/Distributors/ individual / AOP that may provide or provides the Air Conditioner (Inverter) and related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.

3.5 "**Commencement Date of the Contract**" means the date of signing of the Contract between the Purchaser and the Contractor.

3.6 "**Contract**" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.

3.7 "**Contractor / Vendor**" means the Bidder whose Bid has been accepted and awarded Letter of Acceptance for a specific item followed by the Contract signed by the Purchaser.

3.8 "**Contract Price**" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.

3.9 "**Defects Liability Expiry Certificate**" means the certificate to be issued by the purchaser to the Contractor, in accordance with the Contract.

3.10 "**Day**" means calendar day.

3.11 "**Defects Liability Period**" means the warranty period following the taking over, during which the Contractor is responsible for making good, defects and damage in Goods and Services provided, under the Contract.

3.12 "**Force Majeure**" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

3.13 "**Goods**" means Air Conditioner (Inverter) which the Contractor is required to supply to the Purchaser under the Contract.

3.14 "**Person**" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.

3.15 "**Prescribed**" means prescribed in the Tender Document.

3.16 "**Purchaser**" means the Public Prosecution Department or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.

3.17 "**Origin**" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

3.18 "**Services**" means installation, configuration, deployment, commissioning, testing, training, support, after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.

3.19 "**Works**" means work to be done by the Contractor under the Contract.

3.20 "**Eligible**" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan

4. Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

5. **Notice**

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

5.1.1 in writing;

5.1.2 issued within reasonable time;

5.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and

5.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

6. **Tender Scope**

6.1 Public Prosecution Department (PPD), (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders") for supply, of Air Conditioner (Inverter).

7. **Tender Eligibility/Qualification Criteria**

7.1 Eligible Bidder who:

7.1.1 Has a registered individual/incorporated company/firm in Pakistan with relevant business experience.

7.1.2 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax, income tax and professional tax departments and having sound financial strengths can participate);

7.1.3 has valid Registration of General Sales Tax (GST), National Tax Number (NTN), Punjab Revenue Authority & professional tax registration;

7.1.4 Experienced in sales or supply business such as "Air Conditioner (Inverter)".

7.1.5 Is authorized dealer/distributor/agent, if required.

7.1.6 Has not been blacklisted and not involved in pending litigation before Punjab Procurement Regulatory Authority;

7.1.7 Has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.

7.1.8 Is provider of authorized Services or authorized dealer / agent of original manufacturer of Goods or provider of Services, where applicable.

7.1.9 Conforms to the clause of "Responsiveness of Bid" given herein this tender document.

7.1.10 Goods and Services can only be supplied / sources / 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.

b. "**Origin**" shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

Note: Verifiable documentary proof for all above requirements is a mandatory requirement.

8. **Tender Cost**

The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible / liable for those costs / expenses.

9. **Joint Venture**

Joint venture is not eligible for this tender.

10. **Examination of the Tender Document**

The Tenderer is expected to examine the Tender Document, including all instructions and terms and conditions.

11. **Clarification of the Tender Document**

The Bidder may require further information or clarification of the Bid Document, **within 02**

(Two) calendar days of issuance of tender in writing. The clarification and its reply will be shared with all prospective bidders.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in writing. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

12. **Amendment of the Tender Document**

12.1 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 this standard bidding Document, on any account, for any reason. All amendment(s) shall be part of this standard bidding Document and binding on the Bidder(s).

12.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers as per Punjab Procurement Rules, 2014.

12.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules, 2014.

12-A No amendment will be permissible in the bid by the bidder / tenderer after its submission.

13. **Preparation / Submission of Tender**

13.1 The bidder shall provide bids for Air Conditioner (Inverter).

13.2 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English or Urdu. 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.

13.3 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.

13.4 The Tender shall be in two parts i.e. the technical proposal and the financial proposal.

13.5 Technical Proposal shall comprise the following, **without quoting the price**. Quoting of price in technical bid shall be rejected.

13.6 Technical Proposal Form

13.6.1 All Bid Documents duly signed and stamped by authorized representative.

13.6.2 Certificate from the bidder regarding genuineness of items.

13.6.3 Evidence of eligibility of the Tenderer and the Goods

13.6.4 Certificate of conformity of the Goods / the Services to the Tender Document

13.6.5 Undertaking and evidence that the quoted Goods are genuine, brand new, non-refurbished, un-altered in any way, of the most recent / current model, imported through proper channel, and incorporate all recent improvements in design and materials if applicable.

13.6.6 Technical Brochures / Literature

13.6.7 Details of Warranty and After-Sale Service at office of Public Prosecution Department, Lahore.

13.6.8 Submission of undertaking that the firm is not blacklisted and not involved in pending litigation before Punjab Procurement Regulatory Authority.

13.6.9 The Contractor's financial capacity to mobilize and sustain the Supply of goods is imperative. In the Proposal, the Bidder is required to provide information about its financial status. This requirement can be met with by submission of income tax return for the last one (01) year.

13.6.10 The statement must be signed by the authorized representative of the Bidder

13.6.11 Valid Registration Certificate for Income Tax, Sales Tax, Professional Tax and Punjab Revenue Authority.

13.7 The Financial Proposal shall comprise the following:

13.7.1 Financial Proposal Form

13.7.2 Quoted Price detail list

13.8 Bid Security**, as per provisions of the clause Bid Security of this document**

13.9 The Tenderer shall seal the Original Technical Proposal in an envelope duly marked as under:

Original Technical Tender for

Tender Name. [Name of Tender]

Tender No. _____

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

13.10 The Tenderer shall follow the same process for the Financial Bid / Tender.

13.11 The Tenderer shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Tender for

Tender Name. [Name of Tender]

Tender No. _____

Strictly Confidential

[Name of the Purchaser]

[Address of the Purchaser]

[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

13.12 The Tender shall be dropped in the prescribed Tender Box placed in the Purchaser's office, during office hours, up to due date and time.

13.13 This is made obligatory to affix authorized signatures with official seal on all documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

14. **Tender Price**

14.1 The quoted price shall be for Air Conditioner (Inverter) and also shall be:

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

14.1.2 In Pak Rupees;

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

14.1.4 Including all charges up to the delivery point as provided by procuring.

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

14.3 In case of locally produced Equipment/Service, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item.

15. **Bid Security**

15.1 The Tenderer shall furnish the Bid Security as under:

15.1.1 For a sum equivalent to **05%** of the Total Tender **Estimated Price** in price schedule in the form of Demand Draft / Pay Order / Call Deposit Receipt (CDR) / bank guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document;

15.1.2 Denominated in Pak Rupees;

15.1.3 **As part of Technical bid envelope**, failing which will cause rejection of bid.

15.1.4 Have a minimum validity period of Ninety **(90) days** from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.

15.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:

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

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

15.2.3 If the Tenderer, have been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.

15.3 The Bid 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 Bid Security only. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Security.

16. **Tender Validity**

The Tender shall have a minimum validity period till **30.06.2022**. 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 Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

17. **Modification / Withdrawal of the Tender**

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

17.2 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 Bid Security.

18. **Opening of the Tender**

18.1 Tenders shall be opened at 11:30 AM on the last date of submission of bids i.e. **[25.04.2022]**, in the presence of the Tenderer(s) / representative for which they shall ensure their presence without further invitation. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.

18.2 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.

18.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location. Non-compliance will cause the rejection of respective bidder.

19. **Clarification of the Tender**

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 sole discretion of the purchaser

20. Determination of Responsiveness of the Bid (Tender)

20.1 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:

20.1.1 meets the eligibility criteria given herein this tender document/ the Goods ;

20.1.2 meets the Technical Specifications for Air Conditioner (Inverter);

20.1.3 meets the delivery period / point for Air Conditioner (Inverter);

20.1.4 in compliance with the rate and limit of liquidated damages;

20.1.5 offers fixed price quotations for Air Conditioner (Inverter);

20.1.6 Is accompanied by the required Bid Security as part of financial bid envelope.

20.1.7 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;

20.1.8 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.

20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Purchaser's rights or the Tenderer's obligations under the Contract.

20.3 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.

21. Correction of errors / Amendment of Tender

21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:

21.1.1 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.

21.1.2 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.

21.1.3 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 prices shall govern.

21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.

21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.

21.4 No credit shall be given for offering delivery period earlier than the specified period.

22. MANDATORY / TECHNICAL EVALUATION CRITERIA

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected.

The Eligible/Technically Qualified Bidders will be considered for further evaluation.

22.2 The Technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria against each item:

Category	Description	Points
Legal (Mandatory)	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	Mandatory
	Valid Income Tax Registration	Mandatory
	Valid General Sales Tax Registration (Status = Active with FBR)	Mandatory
	Submission of undertaking that the firm is not blacklisted and not involved in pending litigation before Punjab Procurement Regulatory Authority on stamp paper worth of Rs.100/-.	Mandatory
	Valid Registration in Punjab Revenue Authority	Mandatory
	Undertaking to full compliance of the Execution Schedule and Delivery Period mentioned in tender document on stamp paper worth of Rs.100/-..	Mandatory
	Income tax return and sales tax return of last year	Mandatory
	Professional Tax Certificate for the year 2021-22	Mandatory
Mandatory	Every Bidder shall mention the brand name with specifications in his technical bid of Air Conditioner (Inverter).	

Note: Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs.

23. FINANCIAL PROPOSAL EVALUATION

23.1 Financial Bids of Technically qualified/successful bidder(s)/Tenderer(s) shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period. The Financial Proposals will be opened in the presence of the Bidders.

23.2 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.

23.2.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.

23.2.2 In evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties etc.;

23.2.3 In evaluation of the price of articles/goods which are subject to excise duty, sales tax, income tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes and any other.

23.2.4 Delivery Expenditures should be included in offered rates as per delivery schedule provided by the purchaser at Lahore or any other city of the Punjab.

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

24. Rejection / Acceptance of the Bid

24.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions. The Purchaser may cancel/reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Purchaser shall incur no liability, solely, by virtue of its invoking sub-rule (1) of

Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).

24.2 The Tender shall be rejected if it is:

24.2.1 substantially non-responsive in a manner prescribed in this tender document clause-20; or

24.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or

24.2.3 incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or

24.2.4 subjected to interlineations / cuttings / corrections / erasures / overwriting; or

24.2.5 the Tenderer refuses to accept the corrected Total Tender Price; or

24.2.6 the Tenderer has conflict of interest with the Purchaser; or

24.2.7 the Tenderer tries to influence the Tender evaluation / Contract award; or

24.2.8 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;

24.2.9 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);

24.2.10 the Tenderer fails to meet the evaluation criteria requirements (clause-22);

24.2.11 the tenderer has been blacklisted by any public or private sector organization;

24.2.12 the tendered has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.

24.2.13 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.

24.2.14 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

25. Award Criteria

25.1. At first step, eligible bidder(s)/tenderer(s) as per clause-7 of Tender Eligibility of this tender document fulfilling the qualification and technical evaluation criteria against each item will stand technically qualified.

25.2. At second step, technically qualified and successful bidder(s)/tenderer(s) 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 codal formalities against Air Conditioner (Inverter), irrespective of their score in the previous step.

26. Acceptance Letter

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Purchaser shall issue the Acceptance Letter to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract against each item.

27. Performance Security

27.1 The successful Tenderer/The Contractor against shall furnish Performance Security as under:

27.1.1 within three (05) days of the receipt of the Acceptance Letter from the Purchaser;

27.1.2 in the form of Call Deposit Receipt (CDR) issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;

27.1.3 for a sum equivalent to **10%** of the contract value;

27.1.4 denominated in Pak Rupees;

27.1.5 have a minimum validity period until the date of expiry of warranty period i.e. **01 Year** support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.

27.2 The Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:

27.2.1 If the Contractor commits a default under the Contract;

27.2.2 If the Contractor fails to fulfill the obligations under the Contract;
27.2.3 If the Contractor violates any of the terms and conditions of the Contract.

27.3 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall retain by the purchaser till expiry of warranty period of supplied items and be returned to the Tenderer within thirty working days after the expiry of its validity & warranty period on written request from the Contractor.

27.4 In case the Contractor fails to furnish Performance security in the shape of Call Deposit Receipt (CDR) within the stipulated period given under Letter of Acceptance and subsequent formal contract, or till end of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.

28 **Schedule of Delivery**

28.1 The delivery period shall be **20 days** w.e.f. the date of issuance of Supply / Purchase Order (without penalty) in the office of Section Officer (General), 250-Riwaz Garden, Lahore. The bidder would bear transportation charges. The delivery period may be extended by the Procuring Agency if necessary but it shall not be more than 10 days.

28.2 However, in special cases, delivery period can be fixed shorter or higher than the above-mentioned schedule of requirement as deem appropriate by the Procuring Agency.

28.3 In case of late delivery of goods beyond the periods specified in the supply order, penalty @ 0.25% per day of the total cost of the purchase order/contract value for late delivered supply shall be imposed upon the Supplier.

28.4 In case of late delivery, the delivery period will be started from the date of issuance of Purchase/ supply order to the supplier.

Award of Contract

29. Acceptance of Bid and Award criteria

29.1 The Bidder with successfully technically evaluated and lowest financial bid, if not in conflict with any other law, rules & regulations, policy of the Government or having less Bid Security shall be awarded the Contract, within the original or extended period of bid validity.

29.2 The Procuring Agency reserves the right at the time of Contract award to increase or decrease the quantity of goods originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

29.3 Notification of Award

29.3.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful Bidder in writing by registered letter or through personal receiving by the bidder representative that its bid has been accepted.

29.3.2 The notification of Award shall constitute the formation of the Contract.

29.4 Signing of Contract

29.4.1 At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency shall send the Bidder the Contract form provided in the bidding documents and contract will be signed on stamp paper provided by the bidder @ **0.25%** of the total value of the contract. In pursuance of rule 2(sa) & 15 of the Punjab Procurement Rules, 2014, the procuring agency may sign contract with successful bidder.

30 Redressal of grievances by the procuring agency

30.1 The procuring agency shall constitute 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.

30.2 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.

30.3 The committee shall investigate and decide upon the complaint within **fifteen days** of the receipt of the complaint.

30.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

30.5 Any bidder not satisfied with the decision of the committee of the procuring agency may lodge

an appeal in the relevant court of jurisdiction.

ANNEXURE-A

LOT - PLANT & MACHINERY

(ESTIMATED COST RS. 7, 84,000/- INCLUSIVE OF ALL TAXES)

Sr. No	Name of Items	Specifications
1	Air Conditioner (Inverter)	1.5 ton Gree or equivalent (Latest Model)

(The supplier is required to give one unit price and total quantity will be decided later according to available budget in the relevant head)

FORMS & OTHER REQUIRED DOCUMENTS

ANNEXURE-B

Technical Proposal Submission Form

[Location, Date]

To _(Name and address of Purchaser)_

Dear Sir,

We, the undersigned, offer to provide the _(insert title of assignment)_ in accordance with your Request for Proposal/Tender Document No._____ 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 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 we are aware of the relevant provisions of the Proposal Document.

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

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 Purchaser)_

Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your Request for Proposal No._____ 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 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 that 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

Price Schedule

Name of Bidder _____

Tender No. _____

Sr. No.	Name of Item with specifications	Quantity	Unit Rate (Inclusive all Taxes)
1			
2			
Grand Total			

Sign and Stamp of Bidder_____

Note: 1. In case of discrepancy between unit price and total price, the unit price shall prevail.

Note: 2. No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.

BID FORM

Date: - **----------**

Tender No: ----------

To,

The Section Officer (General)
Government of the Punjab
Public Prosecution Department
250-Riwaz Garden, Lahore

Respected Sir

After examining the Bidding Documents, the receipt of tender is hereby duly acknowledged and offer the supply and delivery of the items specified in enclosed list in conformity with the said Bidding Documents for the sum of *[**Total Bid Amount…..**]*, *[**Bid Amount in words….**]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, we will deliver the goods in accordance with the delivery schedule specified in the relevant documents.

If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of Rs.---------- 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid till **30.06.2022** from the date fixed for bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

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

Name and address of bidder **Total Amount of Bid Rs. ……..**

Dated this day of , ……., 202---

Signature

(In the capacity of)

Duly authorized to sign bid for and on behalf of **Attachment**

PROFILE OF THE BIDDER

Sr.#	Particulars	
1.	Name of the company / firm	
2.	**Registered Office**	
	Address	
	Office Telephone Number	
	Fax Number	
3.	**Contact Person**	
	Name	
	Personal Telephone Number	
	Email Address	
4.	**Local office if any**	
	Address	
	Office Telephone Number	
	Fax Number	
5.	**Bid Signing Authority**	
	Name	
	Address	
	Personal Telephone Number	
	Email Address	
	Please enclose Authorization or Power of Attorney to sign and submit the Bidding	
6.	Address for communication under the current Bidding	
7.	**Registration Details**	
	NTN Registration Number	
	GST Registration Number	
	Banker's Name, Address and Account Numbers	

LIST OF DOCCUMENTS TO BE ATTACHED WITH TECHNICAL BID

Category	Description	Points
Legal (Mandatory)	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	Mandatory
	Valid Income Tax Registration	Mandatory
	Valid General Sales Tax Registration (Status = Active with FBR)	Mandatory
	Submission of undertaking that the firm is not blacklisted and not involved in pending litigation before Punjab Procurement Regulatory Authority on stamp paper worth of Rs.100/-.	Mandatory
	Valid Registration in Punjab Revenue Authority	Mandatory
	Undertaking to full compliance of the Execution Schedule and Delivery Period mentioned in tender document on stamp paper worth of Rs.100/-.	Mandatory
	Income tax return and sales tax return of last year	Mandatory
	Professional Tax Certificate for the year 2021-22	Mandatory
Mandatory	Every Bidder shall mention the brand name with specifications in his technical bid of each item.	

GOVERNMENT OF THE PUNJAB
PUBLIC PROSECUTION DEPARTMENT

TENDER NOTICE

Office of Public Prosecution Department, Lahore requires procurement mentioned below items and invites tenders from the firms registered with Sales Tax and Income Tax Authorities for Financial Year 2021-22. The bidder will provide separately financial bid and technical bid both enclosed in a single envelope, for each lot of procurement. The bidder shall provide bids for **Air Conditioners (Inverter)**.

The detail list of tender documents along with complete specification can be obtained from office of the undersigned from the date of publication of notice, at 250-Riwaz Garden, Lahore on payment of **Rs.1000/-** in favour of Public Prosecution Department (Non-refundable) on or before **25.04.2022.** The desirous firms will put its sealed tenders along with bid security amounting to **5%** of estimated value of items in the form of CDR, drawn in favour of Section Officer (General), Public Prosecution Department in the Tender Box placed in office of Section Officer (General), Public Prosecution Department Lahore 250-Riwaz Garden Lahore before 11:00 AM till **25.04.2022**. The tender will be opened on the same day at 11:30 A.M in the presence of owner of firm / bidders or authorized representatives of the firms. Authorities have all the rights to reject all the tenders under Punjab Procurement Rules, 2014. Single stage two envelope procedure of bidding will be adopted under rule 38(2), of Punjab Procurement Rules, 2014.

Section Officer (General)
Government of the Punjab
Public Prosecution Department
Ph. No. 042-37113954

AMOUNT OF BID SECURITY			
Sr. No.	**Description**	**Total Amount for Lot**	**@ 5%**
2	Air Conditioner (Inverter), 1.5 ton Gree or equivalent (Latest Model)	**7,84,000/-**	39,200/-

PROPOSED CONTRACT FORM

(Procuring agency reserves right to alter the terms & conditions of the contract at the time of execution)

This contract (hereinafter called the "Contract") is made on **----------.**

BETWEEN

Government of the Punjab through Public Prosecution Department, (hereinafter referred as the "First Party" which expression shall include his successors in office and assignees) of the "**First Party":**

AND

---------- (hereinafter referred as the "Second Party" which expression shall include his successors in office and assignees) of the "**Second Party".**

First Party and Second Party shall hereinafter be referred to individually as **"The party"** or collectively as **"The Parties".**

RECITALS

Now, therefore, the parties agree as follows:

1. The contract on having been signed by the parties shall constitute a binding contract between the parties and shall remain in force till expiry of warranty period.

2. The Second Party agrees to supply of ---------- of amounting to **Rs. ----------/- (---------- Rupees Only)** within **20** day's i.e ---------- (as requested by the second party) as per delivery schedule in specific quantities and at the designated places provided by the First Party (delivery schedule enclosed). The duties and taxes or fees as applicable at the time of supply shall be born by the Second Party. However, the First Party would not be liable or responsible of the increase in duties or taxes as above. The enhanced / decreased quantity of goods as ordered, after acceptance of bid document shall also be deemed to be part of contract as originated from bid document and will not be called in question at any subsequent stage in any manner.

3. Performance Guarantee:

Subject to the award of contract, the bid security in the form of CDR shall be returned to the Second Party against submission of the ten percent (10%) performance guarantee of the total cost of the bid in the form of CDR.

4. Supply and Commissioning

4.1 Delivery Inspection

a. Second Party shall arrange delivery inspection of Air Conditioners (Inverter) as per approved specifications from the departmental inspection committee as notified by the Public Prosecution Department, Government of the Punjab;

b. Hundred percent (100% quantitative and qualitative inspection shall be undertaken at the time of supply of Air Conditioners (Inverter).

c. The goods shall not be dispatched to the First Party, until valid satisfactory inspection certificate is issued by the inspection committee. It shall be sole responsibility of the second party to get satisfactory inspection certificate which will be issued within one week of inspection by the first party.

4.2 Packing and Storage

a. the packing and storage expenses for the ---------- items shall be borne by the Second Party; and
b. Second party shall ensure the safe packing loading and delivery of the ---------- items. Any damage to the ---------- items during and till the completion of delivery shall be remedied by the Second Party.

4.3 Delivery of the ---------- items

a. Delivery of the ---------- shall be made by the second party in the office of Section Officer (General), 250-Riwaz Garden, Lahore as per given address to be provided to the Second Party by the First Party.
b. The items shall be delivered at the designated place and shall be handed over to the authorized persons / officials concerned at the locations; and
c. Insuring the goods in transit is the responsibility of the Second Party; and

5. Acceptance

5.1 The head of the designated office or their authorized person or team will make suitable arrangement for verifying the Air Conditioners (Inverter) supplied and accepting the same. Suitable guidelines may be issued in this regard by the First Party.

5.2 The authorized persons /acceptance team will issue the acceptance certificate in the prescribed format based on which a letter would be issued by the first party regarding receiving of goods upon which payment will be made.

6. Liquidated damages;

6.1 This is a time bound project. Any delay may affect the project deliverables. Hence if the Second Party fails to deliver the goods as per schedule specified, the liquidated damages (LD) hereinafter mentioned shall be applied.

6.2 In the event of non-fulfillment of the delivery schedule, liquidated damages at the rate of 10% on the quoted or approved value of the undelivered quantity of the order will be levied per month and LD will be counted on daily basis. The amount of the liquidated damages will be automatic deducted from the payment.

7. Payment terms

7.1 All payments will be made in currency of Pakistan only.

7.2 The terms and conditions of the contract shall be mutually agreed between the Second Party and the First Party. In case of difference of opinion the decision of First Party shall prevail.

7.3 The Second Party shall have full and exclusive liability for payment of all duties, taxes and other statutory payment payable under any or all of the statues/laws/acts etc. now or hereinafter imposed in Pakistan. However the principle of proportionate will apply of the delivered goods with in due time.

8. Retained Money;

8.1 The performance guarantee amount (an amount equal to 10% of total amount of bid) shall be retained as performance guarantee and this amount shall be kept by the first party until issuance of warranty completion certificate by the first party as part security for second party's due diligent, honest and timely performance of the contract.

8.2 The first party shall have unconditional and unequivocal authority to utilize the whole retained money (performance guarantee) or any part thereof to compensate itself any loss or damage or over payment, if any that the first party may suffer due to the default/act of the second party during the warranty period, after informing second party. The retained money, after deductions, if any, will

be refunded by the first party to the second party on the application by the second party after satisfactory completion of the warranty period and on production of warranty completion certificate issued by the first party.

9. Warranty

9.1 The Air Conditioners (Inverter) supplied shall be under warranty for a period of twelve (12) months with effect from the date of delivery of the ---------- items to the end users.

9.2 The free Warranty of Air Conditioners (Inverter)covers breakages, polish or paint of furniture termite and breakdowns due to manufacturing defects or during its transit at user end (place of delivery) , but does not include physical damage by the end user.

9.3 Irrespective of the warranty obligations, the Second Party is liable for replacing faulty Air Conditioners (Inverter) due to any manufacturing defect within seven (07) days from the date of delivery user end.

9.4 The warranty shall cover all the materials and goods supplied by the Second Party under this contract irrespective of the fact whether these have been manufactured by the Second Party or not.

9.5 In case for Second Party fails to carry out the warranty obligation, the First Party would engage any other operator and carry out the service or replacement and deduct the amounts form the amount retained (performance guarantee) by the First Party as per the payment terms or from their pending bills or any amount due or payable if any.

10. Force Majeure

10.1 In a Force Majeure situation which directly and materially hinders or hampers the bidder ability to perform its obligations under the contract, the parties will be excused from performance of their respective obligations under the contract until the existence or persistence of the force majeure event.

10.2 For purposes of this clause, "Force Majeure" means an event beyond the control of Second Party and not involving the Second Party's fault or negligence or not reasonably foreseeable. Such events are restricted to Acts of God, Wars, Acts of Terrorism, Fires, Floods and epidemics.

10.3 If a force majeure situation arises, the Second Party shall promptly notify the First Party in writing of such condition & the cause thereof. Unless otherwise directed by the First Party in writing, the Second Party shall continue to perform its obligations under the Contract as far as the reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

10.4 If a force majeure event persists for more than a week from the date of the notice, the Second Party may apply to the First Party seeking termination of the Contract. If the First Party agrees, the Contract may be terminated.

10.5 If a force majeure event persists for more than a week from the date of the notice, First Party may at its own absolute discretion terminate the Contract.

10.6 In the event of termination, the Second Party shall be entitled to receive such part of the Contract price as pertains to the goods which have been delivered, which has been, as on the date of termination, implemented in accordance with the terms of the Contract.

10.7 In case, at the time of termination, any action is pending on the part of the Second Party regarding delivery and acceptance of the goods or warranty and

maintenance support or services as required under the contract which cannot be completed, the First Party shall be entitled to utilize the Performance guarantee or demand additional sum for such goods or services to ensure continues provisioning thereof. This shall be without prejudice to any other rights and remedies which the First Party may have under the Contract or under the relevant laws.

11 Termination of Contract

11.1 Termination for default

(a) First Party may, without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of seven (7) days, sent to the Second Party, terminate the contract in whole or part: If

(i) the Second Party fails to deliver any or all of the goods within the time period (s) specified in the Contract, or fails to supply the items as per the delivery schedule or within any extension thereof granted by the Purchase; or

(ii) the Second Party fails to deliver the goods and services as per its technical specifications offered in the bid; or

(iii) the Second Party fails to perform any of the obligation (s) under the contract; or

(iv) the Second Party, in the judgment of the First Party, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract; and

(v) in the event of any breach of the contract at any time on the part of the Second Party, the contract shall be terminated by the First Party without compensation to the Second Party.

(b) In the event, the First Party terminates the contract due to above conditions in whole or in part, the First Party may procure, upon terms and in such manner as it deems fit appropriate at the risk and cost of the second party, the goods and services similar to those delivered and the Second Party shall be liable to the first party for any additional costs for such similar goods. However, the Second Party shall continue the performance of the contract to the extent not terminated.

11.2 Terminations for Convenience

The First Party may by written notice of seven days period sent to the Second Party, terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the First Party's convenience, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective. On termination, the Second Party is not entitled to any compensation whatsoever.

In witnesses whereof, the parties hereto have signed this contract by their duly authorized representatives on the day, month and year first mentioned above.

1. Public Prosecution Department **Government of the Punjab**	**2. M/s ----------** **Through ----------**

1. WITNESS **2. WITNESS**