

**Project Management Unit (PMU)**  
**Generating Data to Advance Women's Social & Economic Wellbeing in**  
**Pakistan**  
**Punjab Commission on the Status of Women**  
**Women Development Department**  
**Government of the Punjab**

**BIDDING DOCUMENTS**

**PROCUREMENT OF SERVICES OF EVENT MANAGEMENT COMPANY FOR**  
**ARRANGEMENTS OF POLICY CONFERENCE AND ANCILLARY EVENTS**

**Tender No. PD/ESW/PCSW/10-9 /2018**

14  
July 2018

Rs. 1000/-

**Project Director**  
**Program Management Unit,**  
**Punjab Commission on the Status of Women**  
**100-A, Saint John Park, Lahore Cantt., Lahore**  
**Ph. No. 042-99332348-51**

No. PD/ESW/PCSW/10-9 /2018  
GOVERNMENT OF THE PUNJAB  
PUNAJB COMMISSION ON THE STATUS OF WOMEN  
PROGRAM MANAGEMENT UNIT (PMU) ESW PROJECT

**INVITATION FOR BIDS (IFBs)**

Program Management Unit, 'Generating Data to Advance Women's Social & Economic Wellbeing in Pakistan 2016-18', (ESW Project) Punjab Commission on the Status of Women Government of the Punjab invites sealed bids from eligible firms **to perform the following services on lot/package basis under Frame Work Contract (Rule No-15 PPRA-2014):**

Description	Bid Security Amount within 5% of Estimated Cost
Hiring of Services of Event Management Company for arrangements of Policy Conference and Ancillary Events	Rs. 360,000/-

2. A complete set of bidding documents may be purchased immediately after publication of the advertisement by interested bidders on submission of a written application to the above and upon payment of a non-refundable fee of Rs. 1,000/-.
3. Bids must be submitted on or before **8<sup>th</sup> August 2018, at 12:00 PM** and must be accompanied by a bid security of Rs. 360,000 *IN THE FORM OF BANKERS CHEQUE/PAY ORDER/DEMAND DRAFT/BANK CALL DEPOSIT OR BANK GUARANTEE IN FAVOUR OF PROJECT DIRECTOR, PROGRAM MANAGEMENT UNIT (PMU) PCSW.*
4. Bids will be opened in the presence of bidders' representatives who choose to attend **on 8<sup>th</sup> August, 2018 at 12:30 PM** in the office of Project Director, Generating Data to Advance Women's Social & Economic Wellbeing in Pakistan, Punjab Commission on the Status of Women, Government of the Punjab, 100-A Saint John Park, Lahore.
5. The bidders are requested to give their best and final prices as no negotiations are accepted. The bids will be evaluated on lot basis, however the bidders must quote price of each item on unit basis
6. The bidders are required to submit the bid under **single stage-single envelope procedure** as defined in the PPRA 2014.
7. The deduction, at source, of all relevant taxes at the prescribed rates is applicable.
8. The advertisement may also be browsed from PPRA and PCSW websites i.e. [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk) and <https://pcsw.punjab.gov.pk/>

**Project Director**  
Generating Data to Advance Women's  
Social & Economic Wellbeing in Pakistan  
Punjab Commission on the Status of  
Women

**Section I:**  
**Instruction to Bidders**

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## **1.1 Corresponding Address**

The contact number and the correspondence address for submitting the proposals are as under:

**Project Director, Generating Data to Advance Women's Social & Economic Wellbeing in Pakistan  
Punjab Commission on the Status of Women, Government of the Punjab. 100-A, Saint John Park,  
Lahore Cantt., Lahore Ph. No. 042-99332348-51**

## **1.2 Eligible Bidders**

All the bidders duly incorporated and based in Pakistan Governed by rules, laws and statutes of Government of Pakistan and Government of Punjab shall be eligible.

## **1.3 PREPARATION OF BIDS**

### **1.3.1 Bidding Process**

Single Stage Single Envelope Bidding Procedure will be adopted. The Proposal shall be a single sealed package consisting of both technical and financial proposals. These shall however be marked as "Technical Proposal" and "Financial Proposal" As per PPRA Rules-2014 and will be placed in a single envelope.

### **1.3.2 Cost of Bidding**

The bidder shall bear all costs associated with the preparation and submission of the bid and PMU will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **1.3.3 Financial Proposal**

The Financial Proposal shall be prepared using criteria mentioned in bidding document, duly signed by the bidder or authorized representative.

### **1.3.4 Bid Currencies**

All prices quoted must be in Pak Rupees.

### **1.3.5 Bid Security**

The PMU shall require the bidders to furnish bid mentioned against lot in shape of Pay Order/DD/CDR/Bank Guarantee in favour of Project Director, ESW Project, Punjab Commission on the Status of Women with Financial Proposal which shall remain valid for a period of 90 days beyond the validity period for bids.

### **1.3.6 Bid Validity**

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Bids shall remain valid for a period of ninety (90) days, after the date of bid opening prescribed by PMU.

### **1.3.7 Performance Guarantee**

The selected firm shall provide performance guarantee @ 5% of each work order's amount in shape of Demand Draft/Pay Order/Bankers Cheque, Bank Guarantee in favour of Project Director, PMU, PCSW.

## **1.4 SUBMISSION OF BIDS**

### **1.4.1 Sealing and Marking of Bids**

**1.4.2** The bidder is not allowed to bid for a partial LOT.

**1.4.3** The bidder is not allowed to bid for part of the services in a complete LOT.

**1.4.4** The bids will be evaluated on complete lot/package basis

**1.4.5** Single stage – Single Envelope bidding procedure will be applied under PPRA Rules.

**1.4.6** Any interlineation, erasures, or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

**1.4.7** The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".

**1.4.8** Bids must be received by purchaser at the address specified in invitation for bids.

**1.4.9** Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents accordingly, in which case all rights and obligations of purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

**1.4.10** Bids must be received by purchaser at the address specified in invitation for bids.

**1.4.11** Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents accordingly, in which case all rights and obligations of purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **1.4.12 Clarification of Bid**

No bidder shall be allowed to alter or modify his bid after the closing time for submission of the bids. The procuring agency may, if necessary after the opening of the bid, seek and accept such clarifications of the bid as do not change the substance of the bid.

Any request for clarification in the bid, made by the procuring agency and its response, shall invariably be in writing.

### **1.4.13 Rejection of Bidding Process**

The Procuring Agency may reject all bids or proposals at any time prior to the acceptance of bid or proposal under the PPRA Rules 2014.

**1.4.13.1** The Client shall have the right, at its exclusive discretion to fix the quantities of any or all item(s) without any change in unit prices or other terms and conditions at the time of order placement. The Client may reject all bids or proposals at any time prior to the acceptance of a bid or proposal under PPRA Rules 2014. The Client 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 Client 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).

## **1.5 OPENING AND EVALUATION OF BIDS**

**1.5.1** Client will open all bids (both technical and financial) in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the invitation for bids. The bidders' representatives who are present shall sign a register evidencing their attendance.

**1.5.2** Initially, only the envelope marked "**TECHNICAL PROPOSAL**" shall be opened;

**1.5.3** Afterwards, the envelope marked as "**FINANCIAL PROPOSAL**" will be opened, while evaluation will be made afterwards on the basis of the technical and financial bids;

**1.5.4** However, the final evaluation will be based on the technical responsiveness as per the evaluation criteria / financial formula.

**1.5.5** The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened.

**1.5.6** 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.

## **1.6 ELIGIBILITY CRITERIA**

All bids shall be evaluated as per the criteria given in the bidding document.

## **1.7 AWARD OF CONTRACT**

### **1.7.1 Award Criteria**

PMU will award the contract to the successful Bidder, declared as such on the basis of technical responsiveness and calculation of technical and financial scores. Weightage of the technical and financial evaluation will be 70% and 30% respectively, provided the information given in the bidding is complete in all respects.

### **1.7.2 Signing of Contract**

Within 5 Days from the date of notification of the award, the successful bidder shall furnish to PMU particulars as may be asked by the PMU. The Contract shall be signed by the parties at PMU Office, Lahore.

## **1.8 Execution Schedule**

The Purchase Order will be placed through written intimation(s) by the PMU after completion of all codal formalities under PPRA Rules 2014. The quantity for lot will be decided by the PMU which may vary from order to order.

**1.9 Framework Contract:** The rates quoted shall be governed by “**Framework Contract**”, which may span over the time period of one year from the signing of contract. The Client reserves exclusive rights to decide quantities of Items above, at the unit rates quoted by the bidder.

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## **Section II:**

### **Schedule of Requirements / Terms of Reference**





## 1.1 Brief background:

Punjab Commission on the Status of Women (PCSW) is a statutory, autonomous body established by Government of the Punjab in February 2014 for promotion of women's rights and empowerment of women. It aims at mainstreaming gender perspective into public policy framework as an essential component of sustainable and equitable economic development. Work of the Commission is focused on monitoring and supporting implementation of national laws and international commitments to women's empowerment. The Project *"Generating Data to Advance Women's Social and Economic Wellbeing in Pakistan 2016-18"* is intended to complement Punjab Government's efforts towards achieving Punjab Growth Strategy Goals and provide relevant information for identifying areas of interventions to achieve and subsequently monitor SDGs especially Goals 5 and 8.

## 1.2 Terms of Reference:

Under the its project 'Generating Data to Advance Women's Social and Economic Wellbeing in Pakistan', Punjab Commission on the Status of Women (PCSW) is organizing an **International Policy Conference on "The Social Economy of Gender: Addressing Challenges, Seeking Solutions"**, an initiative that aims to bring local and global policy and program experiences to a single platform. To this end, papers that have a policy focus have been solicited to facilitate the exchange of learning, ideas and knowledge across academia and practitioners, government and civil society to advance the agenda for gender equality. Below are the Terms of Reference to invite reputed and experienced Event Management Company through a competitive process, for smooth organization of the PCSW Conference tentatively scheduled to be held from November 28 to 30, 2018. The services of Event Management Company will be rendered in close cooperation with the PCSW staff and are inclusive of but not limited to provide the following;

- Prepare and submit a detailed plan for the event in close coordination with PCSW;
- Assign at least 3 designated focal persons to plan and implement the Terms of Reference / deliverable of the assignment;
- Coordinate and oversee all administrative arrangements at venue for entire duration of the event and other ancillary events & for execution of full and satisfactory event management
- Ensure travel and boarding arrangements for all national speakers and international speakers;
- Ensure stage Management, Hosting and Staff coordination;
- Design and print different documents, banners, IEC / publicity material, Infographics, etc.
- Cover all the events through photography and videography, etc.



### 1.3 Objectives

The successful Firm will have responsibility for preparation and management of all logistical issues and arrangements related to hosting a successful and professional Conference of international standard. Working closely with PCSW Staff, the Firm shall identify suitable service providers, as needed, and liaise with these service providers regarding rooming, banqueting, IT equipment & support and other related arrangements.

### 1.4 Scope of Work and Responsibilities

The Event Management firm, together with the PCSW staff will be responsible for ensuring all responsibilities listed below are completed. The scope of work, while outlined below is not limited to:

1.	Conference Hall Booking as per event specification
2.	Designing and conceptualizing complete event theme and layout
3.	Designing and dispatching timely invitations for the participants and speakers, on the basis of lists provided by PCSW
4.	Ensuring participation of 250 guests, in coordination with PCSW, via rigorous follow up
5.	Travel arrangement and Ticketing for International and Local / out-of-station participants
6.	Logistics & Transportation of all incoming guests, with an identified Meet & Greet Officer
7.	Rooms Booking as per event specification and number of guests specified by PCSW team
8.	Customized Welcome basket, Welcome Note, and Conference Itinerary for incoming guests to be arranged in the hotel/airport pickup/first point of meeting
9.	Designing, fabrication and installation of Stage Wooden Platform
10.	Designing, fabrication and installation of Structural Backdrop
11.	Designing, fabrication and installation of Media Wall
12.	Designing, fabrication and installation of thematic areas branding at the event
13.	Designing, fabrication and installation of branded rostrum on stage
14.	Executive Lounges set up
15.	50 Streamers for pre-event branding (6'x3')
16.	Seating Arrangements and provision of chairs for both halls. Theatrical style for Hall 1, round tables for Hall 2 ( <i>Approximately for 250 persons</i> )
17.	Panel Discussion Arrangement with quality Sofas (number of people to be finalized two weeks prior to event)
18.	Name Plates for speakers
19.	Flowers arrangement, for head table and stage
20.	Sign boards/ markers placement inside and outside the hall for directions



21.	01 Sound System, with 1 rostrum mic, 6 collar mic, 6 table mics, 5 wireless mics etc.*2 halls
22.	Stage Lights, Electrification, Back-up generator, and lighting arrangements ( <i>ambiance, spot lights, etc.</i> )
23.	02 Multimedia Projectors with Screens (Full HD Latest Support)
24.	02 SMD Screens & Installation
25.	Provision of 4 Laptops & Laser Printers during the conference/ events
26.	Catering – Tea + lunch + tea arrangements with a menu, vetted by PCSW team for approximately 350 persons
27.	Provision of at least 6 Ushers
28.	Reception desk & queue bars set-up, with registration forms for all the participants <i>500 Registration Forms</i>
29.	Designing and printing of 400 Folders for distribution at Registration Desk (in consultation with and after approval of design by PMU / PCSW Designing and printing of Infographics and Policy Briefs
30.	Invitation cards with envelopes (6"x4")
31.	Provide Folders to include name tags, agenda, notepad, pen <i>400 Pens (Metallic &amp; Plastic) with Screen Printing</i> <i>Folders size [12"x9" (inside pocket 4") 4 colour printing]</i> <i>400 Agenda copies (9"x5.5")</i> <i>400 Name Tags</i> <i>400 Notepads [4.75"x7", spiral binding, title 350gram, art card, matt lamination, 4 colour printing, inside paper 80gram of set paper (50 pages)]</i>
32.	Extensive Media Coverage arrangement at the event, with leading news channels and journalists present
33.	Media Gallery / Raised Platform / Press Gallery/ Reserved tags for Media Personnel
34.	Arrangement of special giveaways / shields for keynote speakers, presenters and Chief Guest Approx. 35 shields, glass or wooden, dimensions:9"x7"
35.	Arrangement of 01 Moderator, for both days (only for Opening and Closing ceremony hours) <i>Must be educated, well informed about the topics being discussed, fluent in English, and vetted by the PCSW team</i>
36.	Photography for the complete event and provision of photographs on USBs <i>At least 3 Photographers, using High Resolution DSLR Cameras</i>
37.	Videography for complete event, including live streaming, recording of individual speakers & presenters, reviews & feedback from participants, provision of raw footage and edited versions on USBs <i>At least 3 Videographers, using High Resolution Cameras</i>
38.	Transport facility for the guests, and PCSW team, during the event. <i>At all times during the conference, two HIACE vans for guests and one for PCSW team should be available at the venue. Per Day rate may be quoted.</i>
39.	Cultural night activity for International & out of station participants, at the end of Day 1 <i>Total People expected= approximately 70 persons</i> <i>Plan to include: Cultural/heritage site within Lahore, with arrangement of classical music and traditional food of Lahore</i> <i>Travel arrangements and security clearances need to be made for guests as well</i>
40.	1 Operational room + 2 rooms (1 for PCSW team, 1 for National Consultant) at the venue one day before, and during the conference.

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	<i>Printing facility, stationery, internet devices should be available at all times</i>
41.	Any other services including but not limited to complete project and theme execution in exhibition halls and conference venue
42.	Two dedicated persons for Social Media updates during the two days of the Conference
43.	6 stalls (6 ftx6 ft) with tables and 2 chairs for display of materials and products

#### 1.5 Qualifications, Specialized Knowledge and Experience Required:

##### I. Company's Qualifications and Experience

- a. Registered with concerned authorities as a legal entity;
- b. Registered with Tax authorities;
- c. At least 3 letters of references (most recent) showing the level of satisfaction, the completed tasks should be of VVIP standards;
- d. The location of the office from which the work of this engagement is to be performed;
- e. One-page statement summarizing the strengths of the firms and the benefits to PCSW of engaging the firm;
- f. Profiles of the principal staff, including declared Team Lead's CV who would be assigned for PCSW for the duration of the Conference;
- g. Detail of Team Lead's experience in Event Management should also be provided;

##### II. List of clients and scope of work of similar engagements performed with brief details;

##### III. Affidavit that neither the firm nor its staff, are involved in such activities which are prohibited by the Government of Punjab or have been blacklisted by any Government Organization and that the firm is not in litigation with any Government Department;

##### IV. ISO or similar certifications, if any;

##### V. Affidavit of Exclusivity & Confidentiality. A statement of confidentiality to keep in confidence all information imparted to you in relation with the complete process, not to disclose it to third parties and not to use it for any purpose other than for the event;

##### VI. Audited Financial Statements of year 2016-17 and/ or tax return statements for year 2017

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### CHECK LIST OF DOCUMENTS

All bidders are requested to read the under mentioned checklist carefully and ensure that the under mentioned all requirements are met for the preparation and submission of their bids:

Sr. No.	Requirements (Technical Bid)	Yes / No
01	Certificate of Incorporation of bidder's firm showing its location and the date of registration etc.	
02	Copies of	
	i) Income Tax Registration certificate and NTN Details	
	ii) GST Registration Certificate	
	iii) Proof that the bidder is an active tax payer	
	iv) CNIC of the Firm's Proprietor	
	v) Original Receipt for Purchase of Tender attached	
03	Company Profile Attached	
04	Copies of Work Orders – Previous agreement with Public sector etc. by firm	
05	Detail of the previously performed similar assignments (At least 03 Assignments) with documentary proof	
06	Copy of Proprietor's CNIC	
07	Name, title, contact number (landline, Mobile) fax number and e-mail address of the authorized representative provided	
08	Affidavit regarding non-involvement in any litigation with any government agency/department	
09	Bid Security as demanded in the advertisement / invitation to bid is attached with technical proposal in original	
10	Number of Copies: Original along with one Copy of the bid. Bids must be accompanied by unit price and total price.	
11	Envelopes are properly sealed	
12	Bid is submitted within due date and time	
13	Bid is not conditional	
14	Bids are addressed to Project Director 'Generating Data to Advance Women's Social and Economic Wellbeing in Pakistan 2016-18' project of PCSW 100-A Saint John Park, Abid Majeed Road Lahore Cantt (Opposite Fortress Stadium), Lahore.	
15	All pages of bidding documents are properly signed and stamped at the given place	
16	Certificate at the end of bidding documents is signed and stamped	
17	Read and understand all the bidding documents and Terms and Conditions contained therein	
18	Address and contact No. of the bidder on the main (outer) is written	
19	Firm has not been blacklisted. (A certificate to this effect on stamp paper must be	

	attached)	
20	Price mentioned on the technical bid.	
<b>Requirements (Financial Bid)</b>		
01	The envelop is properly sealed	
02	No item of a package missed and rates of all items in a package quoted	
03	No Erasing, cutting/ overwriting made in the financial bid. If made, the same is properly signed and stamped. No calculation or arithmetic error is made.	
04	Item wise and grand total are quoted at the respective columns of the Form of Bid.	
05	Final rates are quoted in PAK Rupees	
06	Quoted bids are inclusive of all taxes, duties, transportation charges etc. in Pak Rupees	
07	Rates are quoted on the attached prescribed Form of Bid	
08	Certificate at the end of bidding documents is signed and stamped	
Note: Firms must fill-up above mentioned checklist / table and attach copies of required documents with proper annexures along with tender document'		

### 1.6 Deliverables:

Sr. #	Deliverable	Timeline
1.	Event Design Proposal	August 2018
2.	Booking of venue	August 2018
3.	Booking of rooms for international and national speakers	August 2018
4.	Designing of all IEC material	30 <sup>th</sup> September
5.	Booking of travel agent for air travel	31 <sup>st</sup> October
6.	Printing of all IEC material	31 <sup>st</sup> October 2018
7.	Dispatch of 700 invitation cards	5 <sup>th</sup> November 2018
8.	Approval of all conference arrangements	10 <sup>th</sup> November 2018
9.	Conference set up	27-28 <sup>th</sup> November 2018
10.	USBs containing Photographs, video footage & conference videography snippets	10 <sup>th</sup> December 2018

### 1.7 Duration of the Assignment

The planning, conducting and organization of the Conference will run from end of August, 2018 till December, 18.

Starting Date: \_\_\_\_\_ Signing of Contract \_\_\_\_\_

Completion Date: December 10, 2018

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### 1.8 Deadline for Submission of Bids

Bids in a single envelop (Single Stage Single Envelope containing Technical and Financial bids) must reach at the address of the Project Director Generating Data to Advance Women's Social and Economic Wellbeing in Pakistan (ESW Project) at 100 – A, Saint John Park, Abid Majeed Road, Lahore, Phone: 042 99332348-51 by the date and time mentioned in the advertisement.

PCSW reserves the right to extend the deadline for the submission of bids.

### 1.9 Late Submission of Bids

PMU shall not consider any bid that arrives after the deadline for submission. Any bid received after the deadline shall not be entertained and returned unopened to the applicant.

### 1.10 Rejection of bids

PCSW may reject any bid which:

- Contains gaps, omissions, misrepresentations, errors, uncompleted sections;
- Is not properly sealed
- Is not submitted in a manner consistent with the provisions set out in the advertisement
- Is received after the deadline for submission of bids
- The PCSW may reject any bid at any time prior to the acceptance.

### 1.11 Evaluation Criteria for evaluation of Bids

Technical Bid: 70%

Financial Bid: 30%

#### Criteria for Technical Evaluation of Firm

S.No.	Description	Max Marks	Formula
1	Experience	(65)	
1.1	Age of the Company	10	Years since established. 02 marks for 01 yr. (Maximum 10 marks)
1.2	Experience of Event Management, especially mega events in public sector Copies of contract awarded / Purchase Order must be attached / copy of work order and description	15	<b>Per Project</b> 2.0 -- 3.0 Million 05 Marks 3.0 -- 5.0 Million 10 Marks 5.0 -- 8.0 Million 15 Marks (Maximum 15 Marks)

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1.4	a. Profiles of the principal staff, including declared Team Lead's CV who would be assigned for PCSW for the duration of the Conference; b. Detail of Team Lead's experience in Event Management should also be provided; c. Technical Team having relevant experience (copies of CVs)	20	(Maximum 20 Marks)
1.5	Approach, Proposed Methodology and Workplan	20	(Maximum 20 marks)
2	<b>Financial Strength of Company</b>	<b>(25)</b>	
2.1	Total Annual Sales /Annual Turnover for the year 2016-17 (Documentary evidences must be attached including:). 1. Bank Statement 2. Last GST Paid 3. Audit Report (If available)	15	1.0 ----- 5.0 Million      05 Marks 5.0 ----- 10.0 Million      10 Marks 10.0 ----- 20.0 Million      15 Marks <b>(Maximum 15 Marks)</b>
2.2	<b>Income Tax Return</b> (Photocopies of last Income Tax Return must be attached along with the proof of being Active Tax Payer)	10	Latest Tax Return    10 Marks <b>(Maximum 15 Marks)</b>
3.	<b>On site backup Support in Lahore</b> (Supporting Documents must be attached)	<b>(10)</b>	<b>(Maximum 05 Marks)</b>
<b>GRAND TOTAL</b>		<b>(100)</b>	

Firms which score minimum 70% marks in Technical Evaluation will be considered technically responsive.

### 1.12 Financial Evaluation

Financial Bid carries 30% of the weightage and the total amount of points allocated for the financial component is 30. The maximum number of points (30 points) will be allotted to the lowest Financial Bid that is opened and compared among those invited Firms which obtain the qualifying points in the evaluation of the technical component. All other price Bids will receive points in inverse proportion to the lowest price; e.g.

$$\text{Price Score} = \frac{\text{Total Score (30)} \times \text{Lowest Bid Price}}{\text{Bid Price of the Bidder}}$$

All prices must be quoted in Pak Rupees and should include any Taxes applicable, such as GST, Income Tax, Transportation Cost, etc. If not specifically mentioned in the Quotation, it will be presumed that the prices

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include all the taxes and transportation cost. Any subsequent change in tax regime would be adjusted accordingly.

**\*PRESENTATION:**

The Event Management Firms will be requested to make a presentation on the methodology, approach, work plan and execution of the project. Date for Presentation will be 1 – 2 days after the submission of technical bids and will be communicated.

**Note:** All types of direct and indirect costs incurred during completion of this assignment will be included in the financial bid. PMU / PCSW will not pay or be responsible for any amount/ reimbursement/ damages occurred during or after completion of this assignment to the media firm (like travel, logistics, video shooting, sound recording, damages etc.).

**2. SCOPE OF WORK**

The PMU intends to fix the rates for items mentioned in schedule of requirement that are related to event management for specified time - one year. After the contract, the PMU communications team will provide the details about the order to the contracted agency for event management as decided by the Competent Authority/ Procurement Committee. The contracted agency will be required to provide services specific to that order as per agreed rates and specifications within the stipulated time. After completion of the task, the contracted agency will raise the final invoice for payment.

**2.1 PLAN & LOGISTICS:**

- I. Arena Design according to the approved theme & required protocols.
- II. Setup backdrop and other marketing collateral as required
- III. Sound System, Multimedia, Multiple SMDs and/or LEDs and Lighting/ Décor.
- IV. Special Fresh Flowers arrangement for stage, entrance and other venue decoration.
- V. Seating Arrangement, Sofas for VIP rows etc.
- VI. Catering for specified number of guests and lunch for beneficiaries and proportionate support staff.
- VII. Provide proper cooling system and ventilation system as per expected weather conditions and arrangement of backup generator.
- VIII. Stage Management, Hosting and Staff coordination.
- IX. Coordinate and oversee all administrative arrangements at venue for entire duration of the event & for execution of a full & satisfactory event management

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All firms / companies / organizations scoring 70% of 100 marks in the above-mentioned criteria shall be termed as technically qualified.

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## Bid Form

To,

The Project Director,  
Generating Data to Advance Women's  
Social & Economic Wellbeing in Pakistan  
100-A Saint John Park, Lahore Cantt., Lahore  
Tel. No. 042-99332346-51

Dear Sir,

Having examined the bidding documents the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply the following Items, in conformity with the mentioned required specification as per following price, at PMU 'Generating Data to Advance Women's Social & Economic Wellbeing in Pakistan 2016-2018' Project of PCSW 100-A Saint John Park Lahore Cantt. Lahore

(Amount of Grand total in Words \_\_\_\_\_)

We understand that the purchaser intends to award the contract to the lowest evaluated bidder as per the evaluation criteria and formula. We will not claim any additional cost in respect of aforesaid Items/services due to any variations. We undertake, to complete the Work/ Supply within the given time period in case we are declared lowest evaluated bidder.

We understand that the process of procurement is governed by PPRA Rules 2014. However, any additional conditions specified in the bidding document shall remain applicable.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

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**BID FORM**

From

To

Dear Sir,

With reference to your tender enquiry published at PPRA & PCSW websites bearing Tender No. PD/ESW/PCSW/EM/10-9/2018 due for opening on 08.08.2018, we Hereby offer to provide the following items at the price quoted against respective items, in accordance with specifications, terms and conditions contained in bidding document. A bank draft/pay order / call at deposit amounting to Rs 360,000/- on the account of bid security is enclosed.

Sr.No.	Items Name	Quoted Price without GST	Quoted Price with GST	Total Amount with all Taxes
1.	Designing and conceptualizing complete event theme and layout			
2.	Designing and dispatching timely invitations for the participants and speakers, on the basis of lists provided by PCSW			
3.	Ensuring participation of 250 guests, in coordination with PCSW, via rigorous follow up			
4.	Logistics & Transportation of all incoming guests, with an identified Meet & Greet Officer			
5.	Customized Welcome basket, Welcome Note, and Conference Itinerary for incoming guests to be arranged in the hotel/airport pickup/first point of meeting			
6.	Designing, fabrication and installation of Stage Wooden Platform			
7.	Designing, fabrication and installation of Structural Backdrop			



8.	Designing, fabrication and installation of Media Wall			
9.	Designing, fabrication and installation of thematic areas branding at the event			
10.	Designing, fabrication and installation of branded rostrum on stage			
11.	Executive Lounges set up			
12.	50 Streamers for pre-event branding (6'x3')			
13.	Seating Arrangements and provision of chairs for both halls. Theatrical style for Hall 1, round tables for Hall 2 ( <i>Approximately for 250 persons</i> )			
14.	Panel Discussion Arrangement with quality Sofas (number of people to be finalized two weeks prior to event)			
15.	Name Plates for speakers			
16.	Flowers arrangement, for head table and stage			
17.	Sign boards/ markers placement inside and outside the hall for directions			
18.	Sound System, with 1 rostrum mic, 6 collar mic, 6 table mics, 5 wireless mics etc.*2 halls			
19.	Stage Lights, Electrification, Back-up generator, and lighting arrangements ( <i>ambiance, spot lights, etc.</i> )			
20.	02 Multimedia Projectors with Screens (Full HD Latest Support)			
21.	02 SMD Screens & Installation			
22.	Provision of 4 Laptops & Laser Printers during the conference/ events			
23.	Provision of at least 6 Ushers			
24.	Reception desk & queue bars set-up, with registration forms for all the participants			

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	500 Registration Forms			
25.	Designing and printing of 400 Folders for distribution at Registration Desk (in consultation with and after approval of design by PMU / PCSW Designing and printing of Infographics and Policy Briefs			
26.	Invitation cards with envelopes (6"x4")			
27.	Provide Folders to include name tag, agenda, notepad, pen 400 Pens (Metallic & Plastic) with Screen Printing Folders size [12"x9" (inside pocket 4") 4 colour printing] 400 Agenda copies (9"x5.5") 400 Name Tags 400 Notepads [4.75"x7", spiral binding, title 350gram, art card, mat lamination, 4 colour printing, inside paper 80 gram of set paper (50 pages)]			
28.	Extensive Media Coverage arrangement at the event, with leading news channels and journalists present			
29.	Media Gallery / Raised Platform / Press Gallery/ Reserved tags for Media Personnel			
30.	Arrangement of special giveaways / shields for keynote speakers, presenters and Chief Guest Approx. 35 shields, glass or wooden, dimensions:9"x7"			
31.	Arrangement of 01 Moderator, for both days (only for Opening and Closing ceremony hours) <i>Must be educated, well informed about the topics being discussed, fluent in English, and vetted by the PCSW team</i>			
32.	Photography for the complete event and provision of photographs on USBs			

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	<i>At least 3 Photographers, using High Resolution DSLR Cameras</i>			
33.	Videography for complete event, including live streaming, recording of individual speakers & presenters, reviews & feedback from participants, provision of raw footage and edited versions on USBs <i>At least 3 Videographers, using High Resolution Cameras</i>			
34.	Transport facility for the guests, and PCSW team, during the event. <i>At all times during the conference, two HIACE vans for guests and one for PCSW team should be available at the venue. Per Day rate may be quoted.</i>			
35.	1 Operational room + 2 rooms (1 for PCSW team, 1 for National Consultant) at the venue one day before, and during the conference. <i>Printing facility, stationery, internet devices should be available at all times</i>			
36.	Any other services including but not limited to complete project and theme execution in exhibition halls and conference venue			
37.	Two dedicated persons for Social Media updates during the two days of the Conference			
38.	6 stalls (6 ftx6 ft) with tables and 2 chairs for display of materials and products			

**Note 1:** Mobilization advance: Not applicable

**Note 2:** Payment upon completion and work done will be made within 30 working days after issuance of acceptance certificate from the Inspection Committee.

**Note 3:** Lead firm shall be the event management company.



### **Proposed Event Plan for PMU Inauguration Ceremony**

All the heads related to the event management are given in the schedule of requirements in the document. The contracted agency is required to prepare themes for event, digital and printing materials, stage management, provision of master of ceremony, copywriting (script for host) and execution of complete event etc.

- II. **Multi-media** – Sound system (speakers, microphones – quantity, types) SMDs/ LEDs (quantity and size and placement).
- III. **Event Coverage Plan** – (quantity of cameras, photographers etc.)
- IV. **Provision of Photographs** - (In an album) and montage video + raw videos to PMU.
- V. **Refreshments** – Proposed menu for guests and proportionate support staff and catering plan including quantity of servers. Lunch Box for Beneficiaries (Approx. 200 Lunch Box) and Bouffe Lunch for VIP Guests.
- VI. **Event Security Plan** – helpdesk, ushers, venue entrance security (check list of guests, designing and printing of car stickers, parking arrangement).
- VII. Any other thing which is required as per proposed place may also include in list of items and procuring agency shall pay cost of additional items to the agency.

#### **Please Note:**

- The bidder can submit their bids for complete lot. Financial bid evaluation will be done on the basis of **cumulative bid price of "LOT"** awarded to the lowest evaluated bidder against lot as per the criteria /formula.
- Bidders are required to quote their rates for all items in each lot.
- In case any item not quoted by the bidder will be assumed the zero-quoted rate and it will be compulsory on the bidder to provide free of cost.
- Work order (s) will be issued by the PMU on intermittent basis during the contract period.
- The Selected bidder will be bound to provide the above-mentioned services as required in work order within given timeline.
- Payment will be made on agreed unit rates as per the contract without any bar of minimum quantity.
- The bid shall be valid for the period of three months from the date of opening of tenders.
- The successful bidder will be bound to initiate the services within 5 days after issuance of work order.
- The bids received after due date and time will be rejected and returned to the bidders unopened.
- No alteration or amendment will be allowed in any case at the time of bid opening.
- Service providers submit their best possible lowest price with their bids.
- PMU will not be responsible for any cost or expense incurred by bidders in connection with preparation or delivery of bids.
- The transportation cost will be **reimbursed on actual** after submission of verifiable original bills.



### **Section III:**

## Format of Bids

### 3.1 Special Conditions

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1. Conference Hall Booking as per event specification (Reimbursable Cost as per actual payment)
2. Travel arrangement and Ticketing for International and Local / out-of-station participants (specification (Reimbursable Cost as per actual payment)
3. Rooms Booking as per event specification and number of guests specified by PCSW team specification (Reimbursable Cost as per actual payment)
4. Catering – Tea + lunch + tea arrangements with a menu, vetted by PCSW team for approximately 350 persons
5. Cultural night activity for International & out of station participants, at the end of Day 1  
*Total People expected= approximately 70 persons*  
*Plan to include: Cultural/heritage site within Lahore, with arrangement of classical music and traditional food of Lahore*  
*Travel arrangements and security clearances need to be made for guests as well*



### 3.2 TECHNICAL PROPOSAL:

The proposal submitted should be in the following format:

#### 3.2.1 Technical Proposal should include:

- I. Title page and Cover Letter (Showing the request for proposal's subject; the firm's name, address and telephone number, email ID of contact person; and the date of the proposal.
- II. Table of Contents
- III. Company's Qualifications and Experience
- IV. Profile of the Company.
- V. Certificate of Company Incorporation, NTN Certificate.
- VI. At least 3 letters of references (most recent) showing the level of satisfaction.
- VII. The location of the office from which the work of this engagement is to be performed.
- VIII. One-page statement summarizing the benefit to PMU of engaging the firm.
  - a. Staff Qualification & Experience
- IX. Profiles of the principal staff, including declared Team Lead's CV who would be assigned for PMU Inauguration Ceremony. Detail of Team Lead's experience in Event Management should also be provided.
- X. List of clients and scope of work of similar engagements performed with brief details.
- XI. Affidavit that neither the firm nor its staff, are involved in such activities which are prohibited by the Government of Pakistan or have been blacklisted by any Government Organization.
- XII. ISO or similar certifications if any.
- XIII. Affidavit of Exclusivity & Confidentiality. A statement of confidentiality to keep in confidence all information imparted to you in relation with the complete process, not to disclose it to third parties and not to use it for any purpose other than for the event.
- XIV. Audited Financial Statements of year 2015-16 and/ or tax return statements or year 2015-16.

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## **FORMAT OF ALL SECURITIES REQUIRED**

### **1. Bid Security**

All bids accompany the bid security as demanded in the Advertisement / invitation to bid in the form of CDR/DD/PO/ Banker's cheque in favor of Chairperson ESW PROJECT OF PCSW. In case of withdrawal of bid after opening of bids, or non-compliance of the procurement order/ procurement contract, the bid security will be forfeited.

### **2. Release of Bid Security**

Bid Security of unsuccessful bidders will be released after signing of contract agreement with the successful bidder. Bid Security of successful bidder will be released after complete / successful inspection.

### **ARBITRATION**

In case of any dispute between the procuring agency and the contractor after the procurement contract, the dispute should be resolved through Arbitration.

### **BLACK LISTING**

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 good practices.
- (b) Consistently failed to perform his obligation under the contract.
- (c) Not performed the contract up to the mark; or
- (d) Indulged in any corrupt practice.

Black listing mechanism will be followed as per Punjab Procurement Rules 2014.

### **COMMUNICATION**

In case of any query regarding preparation and submission of bids, Admn. & Logistics Officer of the project 'Generating Data to advance Women's Social & Economic Wellbeing in Pakistan may be contacted on the below mentioned address:

1. Admn. & Logistics Officer,  
100-Saint John Park, Lahore Cant., Lahore.  
Tel: 042-99332348-51(Ext. 112)

2. Finance & Operations Assistant  
100-Saint John Park, Lahore Cant., Lahore.  
Tel: 042-99332348-51(Ext. 114)

### CERTIFICATE

- A. We undertake that our Firm M/s\_\_\_\_\_ is not black listed by any Government / Semi-Government Department / Agency / Autonomous Bodies in any part of Pakistan.
- B. We undertake that in case our bid is accepted, that all items/ services to be provided under the contract agreement will be of the best quality, as per required specification.
- C. We have read all terms & conditions and undertake to abide by all Terms & Conditions mentioned in this Tender Document.
- D. We also hereby categorically confirm that the proposal / bid offered by us complies to particulars and specification as given in the Bidding Documents.
- E. It is certified that quoted rates against each item are as per market rate and we will refund the excess amount, in case we offered the same items at lower rates anywhere in Pakistan.

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## **Section IV:**

### **Contract Agreement**

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FORM OF CONTRACT

BETWEEN

PROGRAM MANAGEMENT UNIT (PMU), PUNJAB COMMISSION ON THE  
STATUS OF WOMEN

AND

M/S. \_\_\_\_\_

FOR

HIRING OF FIRM FOR EVENT MANAGEMENT SERVICES UNDER FRAMEWORK CONTRACT

This CONTRACT (hereinafter called the "Contract") is made on the \_\_\_\_\_, between Program Management Unit (ESW Project), Punjab Commission on the Status of Women (hereinafter called the "Client") and Contractor namely \_\_\_\_\_ (hereinafter called the "Contractor") under framework contract for a period of One (01) Year. The Client will hire the services of firm on intermittent basis during the year.

WHEREAS

- (a) the Client has requested the Contractor to provide certain services as defined in the General
- (b)
- (c)
- (d) Conditions of Contract attached to this Contract (hereinafter called the "Services"); and
- (e) the Contractor, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the Parties hereby agree as follows:

The following documents attached hereto shall be deemed to form an integral part of this Contract:

1. **Appendix A:** Description, Duration and Schedule of the Services
2. **Appendix B:** Financial Conditions

The mutual rights and obligations of the Client and the Contractor shall be as set forth in the Contract, in particular:

- (a) the Contractor shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the firm in accordance with the provisions of the Contract.



Project Management Unit, ESW, Punjab Commission on the Status of Women

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names in two identical parts each of which shall be deemed as the original, as of the day, month and year first above written.

**For and on behalf of**  
**Program Management Unit**  
**(CLIENT)**

**Witness**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

(Seal)

**For and on behalf of**  
**(Contractor)**

**Witness**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

NOW THEREFORE the Parties hereby agree as follows:





## **SPECIAL PROVISIONS**

### **CLAUSE 1 – DEFINITIONS**

For the purposes of this Contract, the following capitalized words and phrases shall have the meaning specified herein below:

“Client” means PMU or any of its subsidiaries;

“Contract” means the contract entered into between M/s and PMU;

“Invoice” means the invoice prepared and submitted to the Client, in accordance with Clause 10.1 hereunder, against services rendered by the Service Provider under this Contract.

“Taxes” means corporate income tax, zakat, tax on dividends remitted to head office, tax on profit after tax, VAT, turnover tax, GOSI, social security tax, personal income tax, and any taxes, sales taxes, stamp duties, surtaxes and withholding tax of any nature, present or future, that shall be levied on the Service Provider as per applicable laws of the land.

### **CLAUSE 2 - CONTRACTUAL DOCUMENTS**

The present Contract is composed of the following:

1. The present document
2. The following Appendices of the Contract
3. Appendix A: Description, Duration and Schedule of the Services
4. Appendix B: Financial Conditions

### **CLAUSE 3 - PURPOSE OF THE CONTRACT**

Under the Terms and Conditions of this Contract, the Client proposes to the Service Provider, to carry out the Services as defined under Clause 4 below (hereinafter referred to as the “Services”). The purpose of the Contract is to define the scope of the Services, the conditions of their performance and the related consideration.

### **CLAUSE 4 - NATURE OF THE SERVICES**

#### **4.1 Scope of the Services**

The purpose of the Services is to provide event management services.

The Services are defined in Terms & References

#### **4.2 Location of the Services**

The Services shall be carried out generally as per direct instructions provided by the Client. The Parties agree that the Client will be able to ask for the execution of the Services immediately following the signature of the Contract by both Parties.

## **CLAUSE 5 - MODIFICATION OF THE SERVICES**

In the event the Client is obliged to modify the Services in their content, their objectives, their duration or their scheduling, the Service Provider agrees and undertakes to modify the performance of the Services according to the new requirements.

## **CLAUSE 6 - APPOINTMENT OF REPRESENTATIVE**

The Client and the Service Provider shall appoint a representative in charge of the coordination and monitoring of the performance of the Services.

At the date of signing this Contract, the Client appoints the following as Client's representative:

Mr.

Mobile:

Email:

At the date of signing this Contract, the Service Provider appoints the following as its representative:

Mr.

M/S

Mobile:

Email:

The Client and the Service Provider may appoint alternate representatives for the coordination and monitoring of the performance of the Services upon written notification to the other Party.

## **CLAUSE 7 - OBLIGATIONS OF THE SERVICE PROVIDER**

### **7.1 Quality of Service**

The Service Provider undertakes to perform the Services and carry out its obligations with all due diligence and efficiency in accordance with generally accepted professional techniques and practices, and the laws and regulations in force that are applicable to the performance of the Services. The Service Provider undertakes while performing the Services and carrying out its obligations to observe sound management practices, to employ appropriate advanced technology and safe methods.

### **7.2 Local Law**

The Service Provider is reminded that he must comply with local laws and regulations. In addition, the Service Provider shall always behave in a manner consistent with local standards, sensitivities and habits, so as to avoid causing trouble in Pakistan.

Any non-compliance with the above provisions shall be considered as a substantial breach of Contract and therefore shall lead to an immediate repatriation and termination of Contract at the expense of the Service Provider.

## **CLAUSE 8 - OBLIGATIONS OF THE CLIENT**

**8.1** The Client shall make payments to the Services provider as per Appendix B.

**8.2** The Client shall not be held responsible for any liability arising out of this contract between the Client and any third party and the Service Provider shall be solely responsible for such liability.

## **CLAUSE 9 - PRICE**

**9.1** In consideration for the performance of the Services, the Client shall make payments to the Service Provider as per agreement (Appendix-B)

It is understood that the price stated in Clause 9.1 includes all applicable taxes, the contributions for insurance and end of service benefits, and no other payments, whatsoever, shall be made to the Service Provider.

## **CLAUSE 10 - PAYMENT**

### **10.1 Invoicing and Payment**

The Service Provider shall be paid not later than thirty (30) Days from the end of the month of receipt of invoice in the manner described hereunder according to the schedule presented in Appendix B, which shall be as per actual.

The Service Provider shall provide with each invoice:

- i. A breakdown of any and all elements that prove the reality and the content of the Services performed according to this Contract;
- ii. An acknowledgment slip duly signed by the user of the services, acknowledging rendition of services;
- iii. A summary of the Services performed; and

**10.2** The Client shall release from the amounts owed to the Service Provider for the performance of the Services under this Contract through payment made against an invoice.



## CLAUSE 11 - BUSINESS ETHICS

The Service Provider acknowledges and agrees that:

- (i) any and all payments received by it in connection with any project as fees, commissions, compensations or any other amounts whatsoever paid in accordance with this Contract (hereinafter referred to as the "Sums") shall constitute the Service Provider's sole and exclusive remuneration with respect to the Services rendered by the Service Provider;
- (ii) in no event shall the Sums received or to be received by the Service Provider under the present Contract at any time be either directly or indirectly paid to, promised to or used to purchase a gift for any Public Official in order that the Public Official perform or restrain from performing an act in accordance with his function, mission or office or in a manner facilitated by his function, mission or office, in relation to any project.

The Service Provider agrees that it shall not, in order to obtain or retain business or other improper advantage in the conduct of international business:

- (a) offer, promise, or give any Public Official any gift, present, consideration, commission or advantages of any kind whatsoever at any time, either directly or indirectly, in order that the Public Official perform or restrain from performing an act in accordance with his function, mission or office or in a manner facilitated by his function, mission or office for the execution of the present Contract; or
  - (b) consent to any solicitation without right, at any time, either directly or indirectly, from a Public Official to pay or give to him / her any gift, consideration or commission in order that the Public Official perform or restrain from performing an act in accordance with his function, mission or office or in a manner facilitated by his function, mission or office to use his/her influence;
  - (c) Exert or utilize any form of corruption or any unlawful influence to secure the award of any project;
- (iii) The Service Provider shall ascertain and guarantee that the provisions provided for in paragraph (ii) hereinabove shall be agreed to and respected by any person, corporation or entity to whom the Service Provider may pay back directly or indirectly the Sums received under the present Contract or a portion thereof;

The Service Provider shall hold harmless and indemnify the Client against any and all claims which may arise from the Service Provider's infringement of the rules described in paragraphs (ii) and (iii) hereinabove.



Any violation of the provisions of this Clause entails immediate and full termination of this Contract without the Service Provider being able to claim any indemnity from the Client due to such termination.

## **CLAUSE 12 - TAXES AND DUTY**

12.1 The Service Provider shall be fully responsible for any tax or duty related to the performance of the Services in Pakistan under applicable laws of the land.

## **CLAUSE 13 - EFFECTIVENESS AND DURATION OF THE CONTRACT**

This Contract shall come into force upon its execution by the Parties.

The duration of this Contract is One (01) year under framework contract or such other duration necessary for the performance of the Services defined in this Contract and agreed upon by the Parties.

The termination of the Contract for any reason whatsoever shall not give right to compensation in favour of the Service Provider.

## **CLAUSE 14 - OBLIGATION TO COLLABORATE**

The Parties shall cooperate with each other in order to perform the Services of this Contract, and shall act in good faith in exercising their rights and performing their obligations under this Contract. The Parties declare that they shall not use any means that would prevent or make more difficult the execution of the obligations of each Party under this Contract.

## **CLAUSE 15 - RELATIONS BETWEEN THE PARTIES**

This Contract under no circumstances create or imply a partnership, the creation of any entity having a separate legal personality, a principal-agent relationship, an employer-employee relationship or a third party beneficiary, other than the contractual relation defined in this Contract.

## **CLAUSE 16 - TERMINATION**

The Parties may terminate the Contract as follows:

### **16.1 Termination by the Client:**

The Client may terminate the Contract with a notice of Thirty (30) days without assigning any reason.

The Client may terminate the Contract if the Service Provider does not remedy a failure in the performance of its obligations under this Contract, within two (2) days after being notified by registered mail, and without prejudice to any claim for damages that could be made by the Client to the Service Provider.

In the event of a breach of Clauses 7 (Obligations of the Service Provider) and 17 (Confidentiality), the Client shall be entitled to immediately terminate the present Contract, without any prior notice being necessary.

In case of early termination for default of the Service Provider, the Service Provider shall not be entitled to any remuneration (other than the Remuneration provided in Clause 9 hereinabove for the Services rendered during the period before the termination date).

#### **16.2 Termination for Default of Payment:**

The Service Provider may terminate the Contract with written notice of 30 Days.

#### **CLAUSE 17 - CONFIDENTIALITY**

**17.1** The Service Provider undertakes to keep strictly confidential any information that the Service Provider gets from the Client in any manner and the information the Client supplies before, during and after the performance of this Contract, and any information that the Service Provider has access to under this Contract.

**17.2** The Service Provider undertakes, in addition, to keep, even after the termination of the Contract, the absolute secret on the Client's business, and not to disclose to anyone, even to the Client's agents who are not directly concerned by the project, information, notes, maps, neither any information on the business, process and results of operations that it had directly or indirectly acknowledged in respect with the present Contract.

#### **CLAUSE 18 - ASSIGNMENT OF THE CONTRACT**

This Contract is executed taking into consideration the technical skills and experience of the Service Provider. The Service Provider shall personally meet all of its obligations as set out in this Contract and shall refrain from assigning, sub-letting or transferring any of its duties under this Contract without the Client's prior written approval.

#### **CLAUSE 19 - LANGUAGE OF THE CONTRACT AND APPLICABLE LAW**

This Contract, prepared in English, shall be executed and interpreted according to Pakistani law.

#### **CLAUSE 20 - RESOLUTION OF DISPUTES**

All disputes, claim or controversy arising in connection with this Contract that cannot be settled amicably between the Parties within thirty (30) Days after one Party has received from the other Party written notice, shall be finally and exclusively settled by arbitration in Lahore, Pakistan in the English language under the Arbitration Act of 1940 of Pakistan by one arbitrator appointed in accordance with the said Act.

## **CLAUSE 21 - GENERAL PROVISIONS**

### **21.1 Notification**

Every notice to be given under this Contract shall be in writing and either delivered by hand or sent by facsimile or by registered mail.

The address of each Party for the service of notices shall be as set out in the front page of the Contract (unless or until that address is changed by notice given under this clause).

Notice shall be deemed delivered upon receipt if delivered by hand, upon confirming advice of transmission and receipt if a facsimile copy is delivered by facsimile, and upon receipt if delivered by registered mail.

Any notice or other writing required or permitted to be given under this Contract or for the purposes of this Contract to any Party shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by fax or email to:

### **21.2 Entire Contract**

This Contract supersedes any and all relevant negotiations and any oral and written Contracts made previously and constitute the entire Contract between the Parties relating to the provision of the Services.

### **21.3 Modifications**

This Contract may be amended, modified, superseded or cancelled, and any of the terms, covenants, representations, warranties or conditions hereof may be waived, only by a written instrument executed by each Party, or, in the case of a waiver, by the Party waiving compliance.

### **21.4 Severability**

Should one or more provisions of this Contract be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected and the Parties shall in good faith restate the affected provision in a manner that it shall

(a) respect the spirit of the affected provision in consideration of the whole Contract between the Parties and (b) be in compliance with applicable laws and regulations.

### **21.5 Waiver**

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The failure by a Party to enforce any provision of this Contract shall not be treated as a waiver of that provision, nor shall it affect the right of that Party subsequently to enforce that provision.

#### **21.6 Interpretation**

The headings to clauses contained in this Contract are inserted for convenience only and they do not form part of or affect the interpretation of this Contract.

In this Contract use of the singular includes the plural, use of the masculine includes the feminine and vice versa, according to the context.

In the event of any conflict between any provision of this Contract and its Appendices, the provision of the former shall prevail.

#### **21.7 References**

No press releases, public announcements or use in any list of references regarding the Client's name, the Services or this Contract will be made without obtaining the Client's prior written approval.

#### **21.8 Penalties**

In case of any violation of any provision of the Contract by the Service Provider, the Client shall be entitled to hold the Service Provider liable for any loss incurred to it because of such act of the Service Provider, either monetary, reputational or otherwise. Moreover, the Service Provider shall also be held liable to pay liquidated damages of 100% of the value of the Contract.

Provided further, that if the Service Provider does not provide quality and timely services, the Client may ask someone else from the open market to perform such services and hold the Service Provider responsible under this Clause and also hold Service Provider responsible to pay any difference between the sums paid against services so acquired and the sums agreed upon between the Parties.

#### **Project Director**

Program Management Unit (ESW Project)  
Punjab Commission on the Status of Women  
100-A, Saint John Park Lahore Cantt., Lahore  
Ph. No. 042-99332348-51

**Note:** For any information or clarification before submission of Bid/Proposals, please contact Ms. Bushra, Consultant, ESW Project) at PH No. 042-99332348-51





