

GOVERNMENT OF PAKISTAN TRADE DEVELOPMENT AUTHORITY OF PAKISTAN

BIDDING DOCUMENTS

EXHIBITION MANAGEMENT COMPANY FOR HER HUNAR EXHIBITION 2023

SECTION I: Invitation for Bids

SUBJECT: <u>TENDER FOR HIRING THE SERVICES OF EXHIBITION MANAGER</u> FOR HER HUNAR 2023

Trade Development Authority of Pakistan (TDAP) invites sealed bids from Exhibition Management firms registered with Income Tax and Sales Tax Departments and who are on Active Taxpayers List of the Federal Board of Revenue and qualified in all respects, for exhibition management services for Her Hunar at Islamabad.

2. Detailed bidding documents and other related information can be obtained from the Office of the Deputy Director (Exhibition/HER HUNAR 2023) at the address given below on any working day between 10:30 am to 04:30 pm by paying an amount of Rs. 10,000/- (Non-Refundable) through pay-order in favor of Trade Development Authority of Pakistan (TDAP), Karachi on or before **10th February 2023** or can be downloaded from the website <u>www.tdap.gov.pk</u>. In case of downloading from TDAP's website, the bidders will be required to submit the above tender fees of Rs. 10,000/- upon submission of bids.

3. Single Stage Two Envelope Procedure would be used for Open Competitive Bidding. Financial proposal should accompany a bid security equivalent to two per cent (2%) of the bid amount in the form specified in the Bidding Documents. Bids without bid security will be rejected.

4. Sealed bids, prepared in accordance with the instructions in the bidding documents, must reach at the office of the Deputy Director, Trade Development Authority of Pakistan (TDAP), Islamabad on or before 11:00 a.m. on **10th February 2023**. Bids will be opened the same day at 11:30 a.m. This advertisement is also available on PPRA website at www.ppra.org.pk.

5. Trade Development Authority of Pakistan reserves the right to reject any or all bids and to annul the bidding process at any time in accordance with Public Procurement Rules.

Deputy Director (HER HUNAR 2023

Tel # 051-9201209 Email: omer.ehsan@tdap.gov.pk

Trade Development Authority of Pakistan

Ministry of Commerce, Government of Pakistan 2nd floor, State Life Building 5, China Chowk Blue Area, Trade Development Authority of Pakistan (TDAP), Islamabad

SECTION II: Instructions to Bidders

A. Introduction

1. Source of Funds	1.1 The Procuring Agency (as given in the Bid Data Sheet) has arranged funds from its own sources towards the cost of organizing the event (as given in the Bid Data Sheet) and it is intended that part of the proceeds of these funds will be applied to eligible payments under the contract (as given in the Bid Data Sheet) for which these bidding documents are issued.	
	1.2 Payment from the Funds will be made only at the orders of the Procuring Agency and shall be subject in all respect to the terms and conditions of the agreement. No party other than the Procuring Agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.	
2. Eligible Bidders	2.1 This Invitation for Bids is open to all firms providing exhibition build up and management services in Pakistan.	
	2.2 Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by any government organization in accordance with sub clause 34.1	
3. Eligible Goods and Se	ervices	
	3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the Public Procurement Rules, 2004 and its Bidding Documents, and all expenditures made under the contract will be limited to such goods and services.	
4. Cost of Bidding	4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.	
	B. The Bidding Documents	
5. Content of Bidding D	ocuments	
	5.1 The bidding documents include:	

- (a) Instructions to Bidders (ITB)(b) Bid Data Sheet

- (c) Schedule of Requirements
- (d) Technical Specifications
- (e) Bid Form and Price Schedules
- (f) Bid Security Form
- (g) Contract Form
- (h) Performance Security Form
- (i) General Conditions of Contract (GCC)
- (j) Special Conditions of Contract (SCC)

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

6.1 An interested Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing. The Procuring Agency will respond in writing to any request for clarification of the bidding documents which it receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment.

7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing and shall be binding on them.

7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

8. Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

9. Documents Comprising the Bid

9.1 The bid prepared by the Bidder shall comprise the following two components:

(a) <u>Technical Proposal</u> (In separate sealed envelope and clearly marked as such)

A Technical Proposal, in a separate sealed envelope, containing commentary and documentary evidence on technical qualification of the bidder against the parameters given in Annexure I to Part One of these Bidding documents and in the Invitation to Bid.

Bidders who score a minimum of 70 numbers against the Evaluation Criteria given in Annexure I to Part One will qualify to participate in further bidding process

- (b) <u>A Financial Bid (In separate sealed envelope and clearly</u> marked as such)
 - a. A Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12;
 - b. Bid security furnished in accordance with ITB Clause 15.

10. Bid Form

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, quantity, and prices.

11. Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the services & goods it proposes to supply under the contract.

11.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account. The price of other (incidental) services, if any, listed in the Bid Data Sheet, will be entered separately.

11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.

11.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24.

12. Bid Currencies

12.1 Prices shall be quoted in Pak Rupees.

13. Documents Establishing Bidder's Eligibility and Qualification

13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is legally established in Pakistan.

13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:

(a) Bidder/Manufacturer must possess and provide evidence of its capability, experience and qualification criteria as stipulated in Bidding Documents and Bid Data Sheet

(b) that, the Bidder has the financial, technical, and production capability necessary to perform the contract.

14. Documents Establishing Goods 'and Services Eligibility and Conformity to Bidding Documents

14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.

14.2 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the goods and services.

(b) an item-by-item commentary on the Procuring Agency's Technical Specifications/ TORs demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

14.3 For purposes of the commentary to be furnished pursuant to ITB Clause 14.2(b) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, if it demonstrates to the Procuring Agency's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

15. Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.

15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:

(a) Each bidder shall furnish, as part of his bid, at the option of the bidder, a Bid Security in the amount stipulated in Bidding Data in Pak. Rupees in the form of Pay Order/ Demand Draft or a Bank Guarantee issued by a Scheduled Bank in Pakistan in favor of the Procuring Agency valid for a period up to sixty (60) days beyond the bid validity date.

(b) Irrevocable encashable on-demand Bank call-deposit.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring Agency as nonresponsive, pursuant to ITB Clause 24.

15.5 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.

15.7 The bid security may be forfeited:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or

(b) in the case of a successful Bidder, if the Bidder fails:

(i) to sign the contract in accordance with ITB Clause 32.

or

(ii) to furnish performance security in accordance with ITB Clause 33.

16. Period of Validity of Bids

16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring Agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring Agency as nonresponsive.

16.2 In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document.

17. Format and Signing of Bid

17.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bid Data Sheet, clearly marking each

"ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

17.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

18.2 The inner and outer envelopes shall:

(a) be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and

(b) bear the Project name indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.

18.3 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".

18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring Agency will assume no responsibility for the bid's misplacement or premature opening.

18.5 Bids submitted through telegraph, telex, fax or e-mail shall not be considered

19. Deadline for Submission of Bids

19.1 Bids must be received by the Procuring Agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.

19.2 The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

20. Late Bids

20.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder.

21. Modification and Withdrawal of Bids

21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring Agency prior to the deadline prescribed for submission of bids.

21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18 by a signed confirmation copy, postmarked not later than the deadline for submission of bids.

21.3 No bid may be modified after the deadline for submission of bids.

21.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7.

E. Opening and Evaluation of Bids

22. Opening of Bids by the Procuring Agency

22.1 The Procuring Agency will open all bids in the presence of bidders' representatives, duly authorized in writing by principal, who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign attendance sheet evidencing their attendance.

22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Procuring Agency, 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 to the Bidder pursuant to ITB Clause 20.

22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

22.4 The Procuring Agency will prepare minutes of the bid opening.

23. Clarification of Bids

23.1 During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

24. Preliminary Examination

24.1 The Procuring Agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

24.3 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

24.5 If a bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

25. Evaluation and Comparison of Bids

25.1 The Procuring Agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24 and have scored more than or equal to 70 numbers against the Technical Evaluation Criteria given in Annexure I to Part One as also stipulated at ITB 9 (a)

25.2 Bids will be evaluated for complete scope of works. The prices will be compared based on the Evaluated Bid Price pursuant to following:

(b) Evaluation of Financial Bid

The financial proposal of bids found technically nonresponsive shall be returned un-opened to the respective bidders.

The Procuring Agency's evaluation of a bid will be on delivered duties/ taxes paid, and the bid found to be the lowest evaluated responsive bid will be accepted.

25.3 The Procuring Agency's evaluation of a financial bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, the following factors:

(a) incidental costs, any correction for arithmetic errors, making an appropriate price adjustment for any other acceptable variation or deviation and discount, if any, offered by the bidders as also read out and recorded at the time of bid opening. (b) deviations in payment schedule from that specified in the Special Conditions of Contract; (if any and acceptable to the Employer).

(c) other specific criteria indicated in the Bid Data Sheet.

25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, the following quantification methods will be applied:

(a) Price Adjustment for Technical Compliance

The cost of making good any deficiency resulting from technical noncompliance will be added to the Corrected Total Bid Price for comparison purposes only. The adjustments will be applied taking the highest price quoted by other bidders being evaluated in detail in their original Bids for corresponding item. In case of non-availability of price from other bidders, the price will be estimated by the Procuring Agency.

(b) Price Adjustment for Commercial Compliance

The cost of making good any deficiency resulting from any quantifiable variations and deviations from the Bid Schedules and Conditions of Contract, as determined by the Procuring Agency will be added to the Corrected Total Bid Price for comparison purpose only. Adjustment for commercial compliance will be added to the Corrected Total Bid Prices.

(c) Price Adjustment for Deviation in Terms of Payments

Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated based on this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Procuring Agency may consider the alternative payment schedule offered by the selected Bidder.

26. Contacting the Procuring Agency

26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring Agency, it should do so in writing.

26.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. Award of Contract

27. Post Qualification

27.1 In the absence of prequalification, the Procuring Agency will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.

27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 13.3, as well as such other information as the Procuring Agency deems necessary and appropriate.

27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid, in which event the Procuring Agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily

28. Award Criteria

28.1 Subject to ITB Clause 30, the Procuring Agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

29. Procuring Agency's Right to Vary Quantities at Time of Award

29.1 The Procuring Agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions

30. Procuring Agency's Right to Accept any Bid and to Reject any or All Bids

30.1 The Procuring Agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders and in accordance with provisions of Public Procurement Rules 2004.

31. Notification of Award

31.1 Prior to the expiration of the period of bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or by a courier service, that its bid has been accepted.

31.2 The notification of award will constitute the formation of the Contract.

31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

32. Signing of Contract

32.1 At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

32.2 Within three (03) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring Agency.

33. Performance Security

33.1 Within three (03) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, provided in the bidding documents, or in another form acceptable to the Procuring Agency.

33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring Agency may make the award to the next lowest evaluated Bidder or call for new bids.

34. Corrupt or Fraudulent Practices

34.1 The Government of Pakistan requires that Procuring Agency as well as Bidders/Suppliers/Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy and Rules made there under, PPRA and TDAP:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial noncompetitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) will declare a firm ineligible, either indefinitely or for a stated period, to be awarded a government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a government-financed contract.

34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.

SECTION III: Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

Introduction		
ITB 1.1	ITB 1.1 Trade Development Authority of Pakistan, Government of Pakistan	
ITB 1.1	1 HER HUNAR 2023 (02-05 MARCH, 2023)	
ITB 1.1	1.1 Services of an Exhibition Manager for HER HUNAR 2023	
ITB 4.1	B 4.1 Trade Development Authority of Pakistan	
ITB 8.1	English	

Bid Price and Currency			
ITB 11.2	The Price quoted shall be inclusive of all costs, duties and taxes related		
	to delivery of services and materials/ products as defined in the TORs/		
	Technical Specification and Financial Bid		
ITB 11.4	Price shall be fixed		

	Preparation and Submission of Bids		
ITB 15.1 &	2% of the bid price in favor of TDAP, Karachi and sealed inside the		
15.3 (a)	envelope carrying financial proposal		
ITB 16.1	60 days from the last date of submission of bids		
ITB 17.1	Three copies		
ITB 18.2	Deputy Director (HER HUNAR 2023), TDAP, Islamabad		
(a)			
ITB 18.2	Services of exhibition managers for HER HUNAR 2023		
(b)			
ITB 19.1	Omer Ehsan, Deputy Director (HER HUNAR 2023), Trade		
	Development Authority of Pakistan, 2 nd Floor, State Life Building 5,		
	China Chowk, Blue Area, Islamabad at 11:00 a.m.		
ITB 22.1	Omer Ehsan, Deputy Director (HER HUNAR 2023), Trade		
	Development Authority of Pakistan, 2 nd Floor, State Life Building 5,		
	China Chowk, Blue Area, Islamabad at 11:30 a.m.		

Bid Evaluation		
ITB 25.3	25.3 (a), (b) and (c)	

Contract Award			
ITB 29.1	Percentage for quantity increase or decrease.		
	The Procuring Agency reserves the right at the time of contract award to increase by up to 15%, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.		

The Procuring Agency also reserves the right at the time of contract award to not order or exclude any items, as deemed
appropriate, the goods and services originally specified in the
Schedule of Requirements without any change in unit price or other terms and conditions
Further, the quantities mentioned in the bidding documents are approximate, however, Work Order will be issued as per the bookings of stall in the exhibition i.e. on the basis of actual requirement. TDAP may exclude any of the above mentioned items from the Bill of Quantity in the final work order.

SECTION IV: Schedule of Requirements/ Terms of Reference

- TDAP is reserving the exhibition space itself based on a floor plan developed in-house. Once the sale with exhibitor is concluded TDAP shall refer the exhibitor to the Exhibition Managers.
- Exhibition Managers shall station a Client Manager at venue who shall be the focal person for TDAP regarding all coordination.
- The Exhibition Managers shall establish contact with TDAP referred exhibitors and coordinate all logistical arrangements for the exhibitors including storage/ safe keeping at venue. The charges for transport loading/unloading shall be borne by the exhibitors and labor at exhibition venue shall be arranged by the Managers. The Managers shall also arrange for the security clearance of at least two persons per exhibitor on the format specified by Special branch/ Security agencies, collect photo, IDs and get passes ready. The same shall also be arranged for TDAP officers, officials and other staff working at the venue, as informed by TDAP.
- The floor plan as developed by TDAP is not final and it may change depending on the space reservations made till the time of exhibition. Changes in floor layout may be made by TDAP to accommodate thematic displays either through a single composite industry/ product specific display or through industry specific props spread across the product pavilion.
- The Exhibition Manager shall arrange for Shell Scheme, upgraded to match the product at display in cost effective but elegant manner, for exhibitors who are not putting up their own customized stands. TDAP understands that the options to upgrade a standard shell scheme are limited and cost effective and therefore price for such up-gradation shall be included in the bid price for shell scheme. The upgraded designs/ scheme shall be subject to TDAP's approval. The number of Shell Scheme will be provided in time.
- The Exhibition Managers shall hire a Designer or work in liaison with a Designer appointed by TDAP to create and execute the entire branding including high end composites at the venue in an elegant manner; all designs and materials will be subject to TDAP's approval. The Designer shall provide the Exhibition Managers with basic logos and thematic designs, however, further refinement; creation of branding material, fit for each space, along with its installation is the Exhibition Managers responsibility.
- The Exhibition Managers shall design, create and distribute all different kinds of passes like for exhibitors, officials, Exhibition Managers, sponsors, service providers etc. in good quality hard lamination with neckbands.
- The Exhibition Managers shall also create Media Corner, waiting lounges, secretariat room, reception, and VIP lounge as per BOQs at the Exhibition Venue. The waiting areas outside shall also be arranged for a sitting of 30-50 persons.

- The exhibition managers shall be required to cover the entire exhibition and side events in still photography and video, edit and reduce the event coverage into a 15–20-minute documentary with voice over based on a script approved by TDAP.
- Signage for different hall, paths along with large floor plans shall be created in good quality material to guide the visiting guests.
- The Exhibition Managers would devise an appropriate registration system for exhibitors and visitors. The registration cards shall be in different colors suited to each category. These shall be pre-printed paper cards with necessary event details on the back and cardholders' details on the front. Transparent plastic pouches, open from top, along with HER HUNAR printed neckbands in similar colors shall be provided. The details of card holders along with barcode shall be generated/ printed on each card to register the movements in and out of the venue and control traffic. The system to be installed and card designs shall be approved by TDAP. Cards for exhibitors shall be coordinated and distributed by Managers themselves.

The expected work plan:

- This is a time bound assignment. TDAP shall handover the venue to the Manager on 2nd of March 2023[.] The Vendor shall have to mark the space accordingly after getting the approval.
- Managers are expected to plan and execute all jobs as listed in Schedule of Requirements. The Managers shall work out their plans in reverse order from the date of exhibition i.e. 3rd of March 2023 and create all designs and dummies for TDAP's approval well before time to ensure that no last-minute delays occur.
- The Managers shall also station a client manager at venue who shall be the focal person for TDAP to coordinate all matters.
- The Managers shall cooperate with all security agencies and ensure fool-proof arrangements for the visiting guests.
- The Managers shall work with TDAP on the floor plan and accommodate changes for any late reservations/ adjustments.

SECTION V: Technical Specifications

Minimum Qualification Score is 70

	Parameters against which technical evaluation shall be done	Scoring brackets	Total points allocated
1	<u>Company Profile</u>		<u>30</u>
1.1	No. of years in Exhibition management business:		<u>10</u>
	≤ 2 years	0	
	$>2 \le 5$ years	4	
	$>5 \le 10$ years	6	
	> 10 years	10	
1.2	International affiliations & certifications:		<u>10</u>
	No affiliations or certifications with international associations in the field and certifying agencies	0	
	General affiliations and certifications only which are not related to exhibition management like ISO etc.	2	
	Affiliations with Exhibition management associations/ bodies and certifications related to the field showing recognition of expertise in the field	5	
	General and Exhibition Management related affiliations and certifications showing recognition of expertise in the field	10	
1.3	No. of employees, Relevant Qualifications and experience of team assigned		<u>5</u>
1.3.1	Number of permanent employees	3	
	Number of employees ≤ 25	4	
	Number of employees >26	5	
1.3.2	Relevant Qualifications and experience of team assigned for event		<u>5</u>
	Relevant to exhibition management with \leq 3 years' experience in the field	4	
	Relevant to exhibition management with > 4 years' experience in the field	5	
2	Relevant Experience		<u>25</u>

	Trade antihitians as for as anoniment/avant an		
2.1	<u>Trade exhibitions so far, as organizers/ event or</u> <u>exhibition managers</u>		
	≤3	5	
	>3 ≤ 10	15	
	≥11≤14	20	
	≥15	25	
3	Proposed Work Plan		<u>35</u>
	Conformity to schedule of requirements/ TORs, expected work plan, and creative works		<u>35</u>
3.1	Proposed work plan not relevant to Schedule of Requirements/ TORs, items at Financial Bid and expected work plan	0	1
3.2	Proposed work plan partially conforming to requirements given in Bidding documents	15	
3.3	Proposed work plan fully conforming to requirements given in Bidding documents	35	
4	Financial Strength of the Firm	-	<u>10</u>
4.1	Audited/certified accounts or statements showing cash balances of Rs. 10 million and less than 15 million in the relevant year but supported with evidence and justification that the bidder will be able to meet urgent requirements of the contract through other means possible	5	
4.2	Audited/certified accounts or statements showing cash balances of more than Rs. 15 million in the relevant year	10	
	TOTAL		100

SECTION VI: Sample Forms

Notes on the Sample Forms

The Bidder shall complete and submit with its bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 9 and in accordance with the requirements included in the bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Procuring Agency, pursuant to ITB Clause 15.3.

The **Contract Form**, when it is finalized at the time of contract award, should incorporate any corrections or modifications to the accepted bid resulting from price corrections pursuant to ITB Clause 16, 25 and GCC Clause 17, acceptable deviations (e.g., payment schedule pursuant to ITB Clause 25.4, or quantity variations pursuant to ITB Clause 29). The Price Schedule and Schedule of Requirements deemed to form part of the contract should be modified accordingly.

The **Performance Security** and **Bank Guarantee for Advance Payment** forms should not be completed by the bidders at the time of their bid preparation. Only the successful Bidder will be required to provide performance security and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Procuring Agency and pursuant to GCC Clause 7.3 and SCC 11, respectively.

The **Manufacturer's**/ Service Providers Authorization form should be completed by the Service Provider, as appropriate, pursuant to ITB Clause 13.3 (a).

1. Bid Form and Price Schedules

Date: IFB No:

To: [name and address of Procuring Agency]

Gentlemen and/or Ladies:

Having examined the bidding documents including Addenda Nos. *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver *[description of goods and services]* in conformity with the said bidding documents for the sum of *[total bid amount in words and figures]* 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, to deliver the goods and services in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain a Bank Draft or Bank Guarantee or an Insurance Guarantee from an Insurance company having at least AA rating from PACRA/JCR in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract.

We agree to abide by this Bid for a period of *[number]* days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, 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.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

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

Dated this _____ day of _____ 20____

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

Price Schedule in Pak. Rupees/ Financial Bid

Name	of Bidder ITB Number	er P	Pageof	
S#	Description of Items	Quantity	Unit Rate (Rs)	Total Amount (Rs)
1	PART-I PROFESSIONAL FEE			
1.1	Material handling: Manger shall be responsible for the safety of material at the venue. Manager shall help exhibitors for unloading and setting up and dismantling of their exhibits.	128 exhibitors	Per exhibito r	
2	PART – II STALL FABRICATION			1
2.1	 Shell Scheme Stalls (9sqm. size) including the following: Back/Side Walls Fascia Board with Company Name Welcome counter 10 Amp Power-point (01) 100W Spotlights (03) Chairs (02) (newly branded portable exhibition meeting Chair/Black Chair) Round Table (01) (round/glass & iron tube) Waste Basket (01) Hanging Stand (02) Hangers (10) (Shell Scheme is to be billed at actual no. of the stalls to be finally constructed). 	128 Nos	Per set	
2.2	Carpeting (600 Grams) in Halls, corridors and pathways 13,000 sq ft	13,000 Sq. ft.	Per Sq. ft.	
2.3	Red Carpet at Entrance 180 x 24 ft (Cost as per actual expense)	4,320 Sq. ft.	Per sq. ft.	

3	PART-III VISUAL AND SOUND MANAGEMEN	NT	
3.1	Sound System Mono Amplifier Microphone with Stand (at Main Reception) Long Horn Long Out Put Cables 	1 unit x 2days 02 Nos 02 Nos	Per set/day
3.2	Microphones in every hall	2 Pairs 04 Microphones for four halls	Per unit
3.3	SMD Screens in halls: Entrance - 2 Screens 10' x 20' - arrangement to run videos	02 screens for 2days	Per screen set/day
4	PART-IV BRANDING		
4.1	Branding on Gate Backdrop outside main gate of venue (10' x 20')	01 Unit	Per Unit
4.2	Side Panels Streamers (4' x 8')	12	Per Unit
4.3	Branding on Pillars of Hall (4' x 8') -pillar wraps white soft wood, mdf 17mm, water paint ICI, solvent vinyl printing	6 pillars.	Per Unit
4.4	Branding in Board room Backdrop at Board roam (10' x 15')	1 Qty.	Per Unit
4.5	Media Wall on the other side Wall of Reception Area Backdrop (10' x 20')white soft wood, mdf 17mm, water paint ICI, solvent vinyl printing	1 Qty.	Lump Sum
4.6	Branding in Conference room Backdrop at conference Room (10' x 20')	01 Qty.	Per Unit
4.7	Branding at Main Entrance wall Side Flex Drop outside Building (10' x 75')	2 Qty.	Per Unit
4.8	Flex Drop on Main Building Front 10' x 80'	1 Qty.	Per Unit

4.9	Flag pole: Double side branding between flag poles 8 x 8 feet Panels with Pana flex, design and print and frame with fixation either on the outer grill or on containers as per the requirement to be finalized by client	15 Nos.	Per Unit
4.10	Streamers Pana flex printing and installation, roadside streamers 3' x 6' with frames at least 300 gms.	1200 Qty.	Per Unit
4.11	TDAP Customized Stall 10 x 30 Sqm. Lights Sofas Insignia blow up	One	Lump- sum
5	PART-V OFFICE AND ROOM SETUPS		·
5.1	Main Reception with seating arrangement for 5 people.	One Set	Lump- sum
5.2	Her Hunar Secretariat including: - Printer - Photocopier (02) - Technical Support staff and attendant - Provision of high quality Wi-Fi	One unit	Lump sum
5.3	A coffee/tea maker machine along with serving arrangements for running tea/coffee from 09:00 am till 06:00 pm for two days (200 person a day)	200 person/day	Per person/ cup
6	PART-VI Other Services		
6.1	Floral Arrangements Floral arrangement including bouquets at following places: Reception, TDAP Composite stall, Meeting Area and VIP Room.	2 days	Per day
6.2	Ribbon Cutting/ Opening Ceremony Arrangements: Flower /balloons arrangement at entrance along with ribbon and scissor.	01 No.	Lump Sum

6.3	Video & Still Coverage of the event <u>Video coverage</u> on digital format for 2 days	01 No	Lump Sum	
	Final edited version (including all the main activities during the exhibition) on DVD/USB with 5 copies complete with direction, editing, Voice over & background music covering Inauguration, sideline activities, Exhibition and interviews with exhibitors.			
	Promotional teasers 30s to 1 minute			
	Still coverage of above activities (soft form)			
	Still and video coverage of the VVIP meetings i.e. Minister and Secretary for Commerce, Secretary TDAP. (On above formats during the two days event)			
6.4	Security Guards for 3 days 10 Security Guards for each day	10 Security Guards/day	Per Security Guard/ day	
6.5	Toiletry for 30 Toilets	lump sum	Lump- sum	
7	PART-VII PR AND PRINTING OF PROMOTIONAL MATERIAL			
7.1	Printing of Card for Exhibitors & Executives. Size: 3.5" x 2.0". Each cards laminated with Transparent plastic sheet. Rope for each card as per list to be furnished by TDAP.	500 Qty	Per Card	
7.2	Wooden Shields. Dimensions: L X W x H (5x 2 x 9 inch); Weight 180 g; Pure wooden shields with metal sublimation either in silver to be finalized by TDAP	25	Per Item	
7.3	Leaflet Printing and Distribution 150 gm matt paper, both side 4 color Size: 8.3 " x 11.7 "	5000	Per Leaflet	
7.4	Invitation cards Printing in 4 colors On 310 grams	3000	Per Card	

	Size: 5×7 inches.			
7.5	Printing of Certificate for Participant Glossy Paper or Art Card Size: 8.5 x 11 inches	130	Per Cert.	
7.6	Social media publicity through Facebook page, twitter and Instagram (account creation, handling minimum 200 k likes and followings)	Lump sum	Lump- sum	
7.7	Publicity through FM Radio KPK, GB, Islamabad	Lump-sum	Lump- sum	
8	PART-VIII Cultural Show			
8.1	 Cultural Show at the inaugural ceremony Live performance for 2 days (10 performers) 	Lump sum	Lump- sum	
	Total Bid Amount in PKR including all taxes			

<u>Note</u>:

i. In case of discrepancy between unit price and total price, the unit price shall prevail.

ii. The quantities mentioned in the bidding documents are approximate, however, Work Order will be issued as per the bookings of stall in the exhibition i.e., based on actual requirement. TDAP may exclude any of the above-mentioned items from the Bill of Quantity in the final work order. Therefore, there is not any binding on TDAP to issue the work order as per the quantities / items mentioned in the bidding documents.

- iii. All the payments will be made on actual basis and verified by the officer/team concerned
- 1v. 20 % mobilization payment will be made upon submission of acceptance and signed agreement which will be adjusted from the final invoice
- v. Remaining payment will be made upon completion of the event and verification by the venue committee

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

2. Bid Security Form

Whereas [name of the Bidder] (hereinafter called "the Bidder") has submitted its bid dated [date of submission of bid] for the supply of [name and/or description of the goods] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that we [name of bank] of [name of country], having our registered office at [address of bank] (hereinafter called "the Bank"), are bound unto [name of Procuring Agency] (hereinafter called "the Procuring Agency") in the sum of for which payment well and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of 2011.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of bid validity:

- (a) fails or refuses to execute the Contract Form, if required; or
- (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty-eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

3. Contract Form

THIS AGREEMENT made the ______ day of ______ 20____ between [name of Procuring Agency] of [country of Procuring Agency] (hereinafter called "the Procuring Agency") of the one part and [name of Supplier] of [city and country of Supplier] (hereinafter called "the Supplier") of the other part:

WHEREAS the Procuring Agency invited bids for certain goods and ancillary services, viz., [brief description of goods and services] and has accepted a bid by the Supplier for the supply of those goods and services in the sum of [contract price in words and figures] (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) the Bid Form and the Price Schedule submitted by the Bidder.

(b) the Schedule of Requirements.

(c) the Technical Specifications.

(d) the General Conditions of Contract.

(e) the Special Conditions of Contract; and

(f) the Procuring Agency's Notification of Award.

3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS, whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by ______ the _____ (for the Procuring Agency)

Signed, sealed, delivered by ______ the _____(for the Supplier)

4. Performance Security Form

To: [name of Procuring Agency]

WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference number of the contract] dated ______ 20____ to supply [description of goods and services] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Performance guarantee/ Guarantee for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of *[amount of the guarantee in words and figures]*, and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of *[amount of guarantee]* as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____20____.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

5. Bank Guarantee for Advance Payment

To: [name of Procuring Agency]

[name of Contract]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends Clause 16 of the General Conditions of Contract to provide for advance payment, *[name and address of Supplier]* (hereinafter called "the Supplier") shall deposit with the Procuring Agency a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of *[amount of guarantee in figures and words]*.

We, the *[bank or financial institution]*, as instructed by the Supplier, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring Agency on its first demand without whatsoever right of objection on our part and without its first claim to the Supplier, in the amount not exceeding *[amount of guarantee in figures and words]*.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between the Procuring Agency and the Supplier, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid and in full effect from the date of the advance payment received by the Supplier under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]