



## **Tender/Bidding Document No. 28/CTD/2024-25**

### **Procurement of Lubricants for Vehicles (on frame work contract basis)**

#### **Counter Terrorism Department, Punjab**

**SSP/Admn, CTD HQ, opposite Jallo Park, Lahore**

**Tel: 042-99250700-01, Fax: 042-99250703-04**

## **DISCLAIMER**

1. This request for bidding documents has been prepared by the Counter Terrorism Department, Punjab ("CTD")/ procuring agency. This request constitutes no commitment on the part of the CTD to enter into any arrangements with any bidder in respect of this proposed procurement or otherwise.
2. The information contained in these bidding documents or as may be subsequently provided to bidder (whether verbally or in documentary or any other form) by or on behalf of the CTD, on the terms and conditions set out in these bidding documents, are indicative only and are provided solely to assist in a preliminary assessment of the proposed procurement. Moreover, each Bid (including each lot- if any) shall be evaluated in accordance with the prescribed Technical/ Financial Criteria provided in the Bidding Documents.
3. These bidding documents do not constitute an agreement; its sole purpose is to provide interested bidders with information that may be useful for them in preparing their bids pursuant to these bidding documents.
4. These bidding documents may not be appropriate for all persons and it is not possible for CTD to consider the objectives and particular needs of each party, which reads or uses these bidding documents.
5. The assumption, assessment, statements and information contained in these bidding documents may not be complete, accurate and adequate or correct for the purposes of any or all bidders.
6. Each bidder shall, therefore, conduct its own due investigation and analysis, check the accuracy, adequacy, correctness, reliability and completeness of the assumption, assessments, statements and information contained in these bidding documents and seek independent professional advice on any or all aspects of these bidding documents, as deemed appropriate. However, CTD not under obligation to consider any such advice or opinion.
7. All information submitted in response to these bidding documents becomes the property of the procuring agency (CTD), including all business information and proprietary data submitted with all rights of communication and disclosures.
8. The CTD shall not be responsible for non-receipt or missing or delay in uploading or furnishing of any correspondence/ bid, original bid security & affidavits etc., sent by the post / courier / email / fax or online, as the case may be, by the bidder.
9. No decision shall be based solely on the information provided for any statements, opinions or information provided in these bidding documents.
10. While submitting a proposal in response to these bidding documents, each bidder certifies that he/it understands, accepts and agrees to the disclaimers set forth above.
11. Nothing contained in any provision of these bidding documents, any statements made orally or in writing by the person or party/bidder/contractor shall have the effect of negating, or suspending any of the disclaimers set forth herein.
12. CTD reserves the right to withdraw it or cancel this bidding process or any part thereof, or to vary any of its terms at any time during the completion of this process & Contract milestone or termination of such Contract signed between the successful Bidder & CTD without incurring any financial obligation in connection therewith.
13. CTD has also right to rectify any arithmetical or typo mistake at any time of this process.

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## Section-I: Invitation to Bids

### TENDER NOTICE

Electronic Bids (e-Bids) are invited for **Procurement of Lubricants for Vehicles (on frame work contract basis)** on e-Procurement System (e-Pak Acquisition Disposal System (EPADS) at website [www.punjab.eprocure.gov.pk](http://www.punjab.eprocure.gov.pk) from Bidders i.e., firms/companies/sole proprietors/ general order Service Providers/ (JVs, if applicable) etc. engaged in trading, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.) having professional tax certificate for the FY-2024-25 from Excise & Taxation Department and registered on e-Procurement System (**EPADS**) on frame work contract basis, for different items.

The bidders should submit e-bids (on frame work contract basis) as per Section III – Technical Specifications of BDS, separately, as contracts will be awarded on framework basis. The e-bids shall be received as per single stage two envelope procedures as per rule 38 (2) (a) PPR-2014:

| Sr. No.      | Description                            | Estimated Amount<br>(in PKR) | Bid Security<br>@ 5%<br>(in PKR) |
|--------------|----------------------------------------|------------------------------|----------------------------------|
| 1.           | Procurement of Lubricants for Vehicles | 21,034,350                   | 1,051,717.50                     |
| <b>Total</b> |                                        | <b>21,034,350</b>            |                                  |

Bidding documents containing all terms & conditions, requirements, instruction, specifications, financial implications/estimates etc. can be downloaded from EPADS and website of PPRA.

The firms should submit e-bids as well as technical samples of all items as mentioned in Section III of BDS.

#### **Terms & CONDITIONS/ Instructions**

1. Samples (which demanded) must be submitted before the E-bid Submission deadline at the office of SSP Admin, CTD HQ, opposite Jallo Park, Lahore.
2. All e-bids must be accompanied by a scanned Bid Security of the estimated price, as mentioned in the Table above, and in the form of CDR/Bank Guarantee / Demand Draft / Pay Order. Original Bid Security Instrument in an envelope clearly marked with the Bidding Document Number and Title must also be submitted before closing date & time. Late Bids shall be rejected.
3. Technical and Financial Separate Bids, duly completed, signed, stamped, and in complete conformity with Tender/bidding Documents must be Submitted online on E-Pak Acquisition and Disposal System (EPADS) website i.e., <https://punjab.eprocure.gov.pk> as per following date and time:-

|                                                                                                                                                                                 |                                 |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|
| <b>E-Bid Submission/Closing Date &amp; Time</b>                                                                                                                                 | <b>09.04.2025 till 12:00 PM</b> |
| <b>E-Bid Opening Date &amp; Time</b><br>(Tender will be opened in presence, either physically or online, of bidders or their representatives who opt to attend the proceedings) | <b>09.04.2025 at 12:30 PM</b>   |

4. Bidders are advised to ensure uploading the Bids on EPADS Portal, well before the submission deadline, and not to wait for the last date and time to upload the bid. Bid submission on EPADS Portal shall entirely be the responsibility of the bidder. CTD will not be responsible for any issues thereof. For any assistance regarding EPADS Portal, system support email and phone numbers are provided on website of PPRA and hereunder.
5. Bids that are incomplete, non-responsive, not signed and stamped, late, or submitted by other than a specified mode will not be considered for further process / evaluation.

6. For electronic bids submission, bidders are required to register at [www.punjab.eprocure.gov.pk](http://www.punjab.eprocure.gov.pk).
7. The bidding documents containing all terms & conditions, requirements, specifications, financial implications etc. can be downloaded from the websites of Punjab Police <https://punjabpolice.gov.pk> or PPRA <http://www.ppra.punjab.gov.pk> or EPADS portal <https://punjab.eprocure.gov.pk> free of cost. In case of public holiday on closing/opening date due to any reason, the date and time for submission of bid security and other required documents as well as opening the tenders will be considered the next working day. Counter Terrorism Department, Punjab will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bid Security.
8. Following officers of CTD HQ can be contacted for any guidance:
  - i. Mr. Nadeem Ahmad, Assistant Director Admin & Procurement (0300-4590765)
  - ii. Mr. Amjad Siddique, Incharge Stores (0331-7222933)
9. Any bidder may participate in complete package. All prospective bidders shall be required to quote rate of each/every item in the package. Any item mentioned without quoting rate shall make the bid non-responsive. The lowest evaluated bidder shall be determined on the cumulative quoted rate of the entire lot/package.
10. All prospective bidders shall be required to quote rate of each/every item in the package/lot. Any item mentioned without quoting rate shall make the bid non-responsive. The lowest evaluated bidder shall be determined on the cumulative quoted rate of the entire lot/package.
11. On acceptance of tenders, the bidders shall deposit performance guarantee **under PPRA Rules 2014, Section 56, Chapter VIII. @ 10%** of the total value of the contract in the form of bank guarantee in the name of the SSP/Admn, Counter Terrorism Department Punjab, Lahore and draw the contract agreements. Performance guarantee shall be refunded on successful completion of the contract.
12. (1) The SSP/Admn, Counter Terrorism Department Punjab, Lahore reserves the rights to reject all bids or proposals at any time prior to the acceptance of a bid or proposals **under Rules 35 of PPRA 2014.**  
 (2) The procuring agency 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.  
 (3) Income/Sales tax registration certificate and other documents as mentioned in bidding document must accompany the Technical bids. Taxes will be deducted as per Government rules.  
 Note: All assessments and procuring procedure i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules-2014. In case of any conflict between Bidding Documents and PPRA Rules 2014, the rules shall prevail.

### **SSP/Admin**

for Addl: Inspector General of Police,  
CTD Punjab, Lahore.

CTD HQ, opposite Jallo Park, Lahore

Tel: 042-99250700-01 Fax: 042-99250703-04

## Section-II: Instructions to Bidders (ITB)

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

**E-Procurement:** Punjab PPRA Board vide Letter No. SO(I&C1) 5-4-2024 dated 09.05.2024 has directed that in order to improve governance, management, transparency, accountability and quality of public procurement of goods, works and services, Competent Authority has been pleased to direct that E-Procurement shall be mandatory for all Public Offices including Attached Departments, Autonomous Bodies, Companies and Authorities in Punjab with effect from 01.07.2024.

Therefore, all conditions pertain to implementation of E-Procurement System in Public Offices Punjab shall be observed in this bidding document and subsequent procedures.

- All E-bids must be accompanied by a Bid Security of the estimated price, as mentioned in the advertisement, in the name of "SSP/Admn, Counter Terrorism Department Punjab," and in the form of CDR/Bank Guarantee / Demand Draft / Pay Order. The original Bid security will be submitted to the office of SSP/Admin, Counter Terrorism Department, Punjab, Lahore before or on closing date and time for submission of E Bids.
- Late E-bids shall be rejected.
- The complete E-bids must be submitted online on e-Procurement System (EPADS) website i.e., <https://punjab.eprocure.gov.pk> as per the schedule mentioned in BDS.
- Original Bid Security Instrument, Affidavit in an envelope clearly marked with the Bidding Document Number & Lot Number and Title and Technical Samples (which demanded), before the E-bid Submission deadline at the office of SSP Admin, CTD HQ, opposite Jallo Park, Lahore.

| 2.1 – Introduction |                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------------|------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 2.1.1              | Scope of Bid     | The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the Section-IV Bid Data Sheet (BDS) and Section III – Technical Specifications & Section VII- Schedule of Requirements. The successful Bidders will be expected to deliver, install/ commissioning the goods within the specified period and timeline(s) as stated in the BDS.                                                                                                                                                                       |
| 2.1.2              | Source of Funds  | The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.                                                                                                                                                                                                                                                                                            |
| 2.1.3              | Eligible Bidders | <p>(i) The Invitation to Bids is open to all suppliers i.e., association of firms/companies/sole proprietor/ general order suppliers / (JV, if applicable), registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax &amp; Punjab Sales Tax etc.), and registered on e-Procurement System (EPADS), except as provided hereinafter.</p> <p>(ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring</p> |

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|  |  | <p>Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation to Bids [if applicable].</p> <p>(iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.</p> <p>(iv) Bidders shall not be under a declaration of blacklisting by the Procuring Agency.</p> <p>(v) The invitation for Bids is open to all prospective firms / companies, Suppliers, Manufacturers or Authorized Agents / Dealers / Distributors subject to any provisions or licensing / regulatory requirements issued by the respective National/ Provincial Professional Statutory Body established for that particular trade or business as mentioned in bid data sheet.</p> <p>(vi) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be non-Responsive. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if they:</p> <ol style="list-style-type: none"> <li>Are associated or have been associated for the procurement of the goods to be purchased under this Invitation for Bids, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used.</li> <li>Have controlling shareholders in common; or</li> <li>Receive or have received any direct or indirect subsidy from any of them; or</li> <li>Have the same legal representative for purposes of this Bid; or</li> <li>Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or</li> </ol> <p>(vii) A Bidder may be ineligible if:-</p> <ol style="list-style-type: none"> <li>The Bidder or its sister concerns / entities are declared bankrupt or, in the case of company or firm, insolvent;</li> <li>Payments in favor of the Bidder or its sister concerns / entities are suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;</li> <li>Legal proceedings are established against such Bidder or its sister concerns / entities involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right</li> </ol> |
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|       |                             | <p>to administer and dispose of the property;</p> <p>d. The Bidder or its sister concerns / entities are convicted, by a final judgment, of any offence involving professional conduct;</p> <p>e. The Bidder or its sister concerns / entities are debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.</p> <p>f. The Bidder or its sister concerns / entities are debarred and blacklisted in general (i.e., to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.</p> <p>g. The firm, supplier and contractor is blacklisted/ debarred by any international organization.</p> <p>h. The bidder or its sister concerns / entities are facing show cause notice / proceedings for black listing / notice for poor performance issued in last 03 years by procuring agency or any of provincial or Federal Government Department, Authority, Agency, Organization or autonomous/Local body anywhere in Pakistan.</p> <p>(viii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.</p> <p>(ix) Not used</p> <p>(x) Not used</p> |
| 2.1.4 | Eligible Goods and Services | <p>(i) All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the <i>Bid Data Sheet (BDS/Technical Specification)</i>, and all expenditures made under the contract will be limited to such goods and related services.</p> <p>(ii) For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>(iii) The origin of goods and services is distinct from the nationality of the Bidder. In any case, the requirements of Rules 10 &amp; 26 of PPR-14, shall be followed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |



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| 2.1.5                              | Cost of Bidding              | The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring Agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 2.1.6                              | One person one bid           | <p>(i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid against same item/lot in the same bidding process, either individually as a Bidder, (in JV) or any similar arrangement.</p> <p>(ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.</p> <p>(iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>2.2 - The Bidding Documents</b> |                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2.2.1                              | Content of Bidding Documents | <p>(i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:</p> <ol style="list-style-type: none"> <li>Invitation to Bids</li> <li>Instructions to Bidders (ITB)</li> <li>Technical Specifications</li> <li>Bid Data Sheet</li> <li>General Conditions of Contract (GCC)</li> <li>Special Conditions of Contract (SCC)</li> <li>Schedule of Requirements</li> <li>Bid Form</li> <li>Manufacturer's Authorization Form</li> <li>Bidder Profile Form</li> <li>General Information Form</li> <li>Affidavit</li> <li>Bid Security Form</li> <li>Technical Bid Form</li> <li>Contract Form</li> <li>Financial Bid Form / Price Schedule</li> <li>Performance Guarantee Form</li> <li>Check List</li> </ol> <p>(ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.</p> <p>(iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITB 2.2.1 (i) above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.</p> <p>(iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the</p> |

|       |                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
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|       |                                    | prime responsibility of the Bidder.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 2.2.2 | Clarification of Bidding Documents | <p>i) A prospective Bidder requiring any clarification of the Bidding documents may notify the procuring agency on the e-Procurement System (<b>EPADS</b>). In case, e-procurement system (EPADS) is not working properly then the bidder may inform the Procuring Agency in writing or by e-mail. The Procuring Agency will respond via same medium to the prospective bidder in which it receives the clarification request but no later than <b>seven (07) days</b> prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. The Procuring Agency's response (including an explanation of the query but without identifying) will be uploaded on the e-Procurement System (EPADS) for clarity of bidders.</p> <p>ii) The Procuring Agency will within <b>three (03) working</b> days after receiving the request for clarification, respond the prospective bidder in writing or in electronic form to any request for clarification provided that such request is received not later than <b>seven (07) days</b> prior to the deadline for the submission of Bids. As prescribed in ITB 2.2.2 (i), above. However, this clause shall not apply in case of alternate methods of Procurement.</p> <p>iii) Copies of the Procuring Agency's response will be uploaded on e-Procurement System (EPADS), including a description of the inquiry, but without identifying its source.</p> <p>iv) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 2.2.3</p> <p>v) If indicated in the BDS, the Bidder's designated representatives invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned in the BDS. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.</p> <p>vi) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders by uploading same on the e-Procurement System (EPADS). Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a bidder.</p> |
| 2.2.3 | Amendment of Bidding Documents     | <p>i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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|                                    |                 | <p>clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, through e-Procurement System (EPADS), <b>not later than three (3) days</b>, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.</p> <p>ii) All prospective Bidders that have received the Bidding documents will be notified of the amendment in writing or by email, and will be binding on them. Before 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 a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.</p> <p>iii) Before the deadline for submission of E- Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.</p> <p>iv) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form, e.g. email that secures record of the content of subject communication.</p> <p>v) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.</p> |
| <b>2.3 - Preparation of E-Bids</b> |                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 2.3.1                              | Language of Bid | The E-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 same language.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 2.3.2                              | Bid Form        | The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 2.3.3                              | Bid Prices      | <p>(i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.</p> <p><b>(ii) Prices indicated on the Price Schedule shall be item wise &amp; package/lot wise.</b></p> <p>(iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) 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</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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|       |                                                                               | <p>Agency's right to contract on any of the terms offered.</p> <p>(iv) 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 non-responsive and may be rejected.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 2.3.4 | Bid Currencies                                                                | Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 2.3.5 | Documents Establishing Bidder's Eligibility and Qualification                 | <p>(i) Pursuant to ITB Clause 2.1.3, 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.</p> <p>(ii) 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 eligible as defined under ITB Clause 2.1.3.</p> <p>(iii) 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:</p> <ol style="list-style-type: none"> <li>that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer [<i>Manufacturer's Authorization form No. 8.3</i>] or producer to supply the same in Pakistan; <b>(where applicable)</b></li> <li>that the Bidder has the financial, technical, and production <b>or supplying</b> capability necessary to perform the contract;</li> <li>that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and</li> <li>that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</li> </ol> |
| 2.3.6 | Documents Establishing Goods' Eligibility and Conformity to Bidding Documents | <p>(i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.</p> <p>(ii) The documentary evidence of conformity of the goods and services to the Bidding documents may be in the form of literature/ <b>brochures</b>, drawings, data and shall consist of:</p> <ol style="list-style-type: none"> <li>a detailed description of the essential technical and performance characteristics of the goods;</li> <li>a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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|  |  | <p>Sheet, following commencement of the use of the goods by the Procuring Agency; and</p> <p>c. an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.</p> <p>(iii) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or cataloguenumbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.</p> <p>(iv) Where a sample(s) is required by a procuring agency, the sample shall be:</p> <ol style="list-style-type: none"> <li>submitted on the date, in the quantities, dimensions and other details requested in the BDS;</li> <li>carriage paid;</li> <li>received on, or before, the date mentioned in BDS; and</li> <li>Evaluated to determine compliance with all characteristics listed in the BDS.</li> </ol> <p>(v) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s):-</p> <ol style="list-style-type: none"> <li>do(es) not conform to all characteristics prescribed in the bidding documents; and</li> <li>is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.</li> </ol> <p>(vi) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.</p> <p>(vii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.</p> <p>(viii) All samples, belonging to an unsuccessful Bidder may be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).</p> <p>(ix) Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.</p> <p>(x) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period</p> |
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|       |                            | <p>specified in the BDS following commencement of the use of the goods by the Procuring Agency.</p> <p>(xi) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2.3.7 | Bid Security               | <p>(i) The Bidder shall furnish, as part of its e-Bid, a scanned Bid security in the amount specified in the Bid Data Sheet. The hard copy of bid security must be submitted to the procuring agency any time before the closing time of bid submission. The relevant branch of bank (from where the bid security is being issued for bidder) should also send scanned copy at the email address <a href="mailto:procurement@ctd.gop.pk">procurement@ctd.gop.pk</a></p> <p>(ii) 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 2.3.8. (vii).</p> <p>(iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:<br/>"Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for ninety (90) Days, beyond the validity of Bid, or until furnishing of the Performance Security, whichever is later".</p> <p>(iv) Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as non-responsive.</p> <p>(v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible after due process pursuant to ITB clause 2.3.8 (ii) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence.</p> <p>(vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.</p> <p>(vii) The Bid security may be forfeited:</p> <ol style="list-style-type: none"> <li>a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or</li> <li>b. In the case of a successful Bidder, if the Bidder: <ol style="list-style-type: none"> <li>i. Fails to sign the contract in accordance with ITB Clause 2.6.3; <b>or</b></li> <li>ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or</li> </ol> <ul style="list-style-type: none"> <li>• If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.</li> </ul> </li> </ol> |
| 2.3.8 | Period of Validity of Bids | <p>(i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.</p> <p>(ii) In exceptional circumstances, the Procuring Agency may</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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|                                 |                                   | solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made through e-Procurement System (EPADS). In case, e-procurement system (EPADS) is not working properly then the Procuring Agency may inform the bidder in writing or by email. The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 2.3.9                           | Format and Signing of Bid         | <ul style="list-style-type: none"> <li>(i) The Bidder shall prepare e-bids of the scanned documents in the form of PDF file and as per requirements in tender document.</li> <li>(ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of e-bid. However, in case of any issue bidder shall be responsible for all consequences.</li> <li>(iii) All scanned pages of the e-Bid, shall be signed and stamped by the authorized person before scanning.</li> <li>(iv) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the e-Bid.</li> <li>(v) The name and position held by each person signing the authorization must be typed or printed below the signature. All scanned pages of the e-Bid, shall be signed and stamped by the authorized person before scanning.</li> <li>(vi) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.</li> <li>(vii) 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.</li> </ul> |
| <b>2.4 – Submission of Bids</b> |                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2.4.1                           | Procedure for e-bids submission   | <ul style="list-style-type: none"> <li>i) The bidder shall submit e-bids (separate technical and financial) as per requirement of the e-Procurement System (EPADS).</li> <li>ii) Single Stage Two Envelope Procedure will be followed, the e-bid shall comprise two e-bids submitted simultaneously, one called the Technical e-Proposal and the other Financial e- Proposal.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 2.4.2                           | Deadline for Submission of E-Bids | <ul style="list-style-type: none"> <li>(i) E-Bids must be submitted on the e-Procurement System (EPADS) no later than the time and date specified in the Bid Data Sheet. Physical Bids received through courier services or delivered by the bidder, shall not be accepted.</li> <li>(ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 &amp; 2.2.3 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.</li> <li>(iii) E-Bids must be submitted on the e-Procurement System</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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|                                             |                                              | (EPADS) no later than the date and time specified in the BDS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 2.4.3                                       | Late E-Bids                                  | <ul style="list-style-type: none"> <li>(i) E-Bids will not be accepted on the e-Procurement System (EPADS), after closing time. However, if any E-bid is submitted on the system after closing time due to some technical glitch in the e-Procurement System (EPADS), in that case bid shall be declared late and rejected.</li> <li>(ii) The Procuring Agency shall not consider for evaluation any Bid that is submitted after the deadline for submission of E-Bids.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 2.4.4                                       | Modification and E-Bids Withdrawal of E-Bids | <ul style="list-style-type: none"> <li>(i) The Bidder may modify or withdraw its e-bid after the e-bid's submission and prior to the deadline prescribed for submission of e-bids.</li> <li>(ii) No e-bid may be modified after the deadline for submission of Bids.</li> <li>(iii) No e-bid may be withdrawn in the interval between the deadline for submission of e-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 (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii).</li> <li>(iv) A Bidder may amend its e-bid after it has been submitted and prior to the deadline for submission of Bids.</li> <li>(v) Revised e-bid may be submitted after the withdrawal of the original e-bid before the deadline for submission of Bids.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>2.5 - Opening and Evaluation of Bids</b> |                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 2.5.1                                       | Opening of E-Bids by the Procuring Agency    | <ul style="list-style-type: none"> <li>(i) The Procuring Agency will open all e-Bids on EPADS, in public, in the presence of Bidders, or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the <b>BDS</b>. The Bidders' representatives present physically, shall also sign a register/attendance sheet as proof of their attendance.</li> <li>(ii) E-Bids shall be opened on the e-Procurement System (EPADS) one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each E- Bid, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.</li> <li>(iii) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open on the e-Procurement System (EPADS) the Technical Proposals in public at the address, date and time specified in the <b>BDS</b> in the presence of Bidders, designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened on the e-Procurement System (EPADS) until the specified time of their opening.</li> <li>(iv) Technical e-bids shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and</li> </ul> |



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|       |                         | <p>(c) Any other details as the Procuring Agency may consider appropriate.</p> <p>(v) Bidders are advised to depute a representative with the knowledge of the content of the e-Bid who shall verify the information read out from the submitted documents. Failure to depute a representative or to point out any un-read information by the deputed Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's e- Bid.</p> <p>(vi) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a late bid, the Bid price if applicable.</p> <p>(vii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.</p> <p>(viii) Minutes of the Financial Bid Opening shall be recorded and report shall be uploaded by the procuring agency on its website or shared to all bidders through the e-Procurement System (EPADS). <i>If Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.</i></p> |
| 2.5.2 | Confidentiality         | <p>(i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.</p> <p>(ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.</p> <p>(iii) Notwithstanding <b>ITB Clause 2.2.2</b> from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or on e-Procurement System (EPADS).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2.5.3 | Clarification of E-Bids | <p>(i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of E-Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.</p> <p>(ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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|       |                         | <p>accordance with ITB Clause 2.5.6.</p> <p>(iii) The alteration or modification in the e-bid which in any way compromise the following parameters will be considered as a change in the substance of a bid:</p> <ul style="list-style-type: none"> <li>a) Evaluation &amp; qualification criteria;</li> <li>b) Required scope of work or specifications;</li> <li>c) All securities requirements;</li> <li>d) Tax requirements;</li> <li>e) Terms and conditions of bidding documents.</li> <li>f) Change in the ranking of the Bidder</li> </ul> <p>(iv) From the time of e-bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so on the e-Procurement System (EPADS). In case e-Procurement System is not working properly then the bidder may contact the Procuring Agency in writing or by e-mail.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2.5.4 | Preliminary Examination | <p>(i) The Procuring Agency will examine the e-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 e-bids are generally in order.</p> <p>(ii) Arithmetical errors will be rectified on the following basis:</p> <ul style="list-style-type: none"> <li>a. 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 may be rejected, and its Bid security may be forfeited.</li> <li>b. If there is a discrepancy between words and figures, the amount in words will prevail.</li> </ul> <p>(iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each e-bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive e-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 2.3.8), Applicable Law (GCC Clause 30), Taxes and Duties (GCC Clause 32) &amp; mandatory Registrations/Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a e-bid's responsiveness is to be based on the contents of the e-bid itself without recourse to extrinsic evidence.</p> <p>(iv) If a e-bid is not responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.</p> <p>(v) Prior to the detailed evaluation of e-bids, the Procuring Agency will determine whether each e-bid:</p> <ul style="list-style-type: none"> <li>a. Meets the eligibility criteria defined in <b>ITB 2.1.3</b> and</li> </ul> |

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|       |                                                           | <p><b>ITB 2.1.4;</b></p> <ul style="list-style-type: none"> <li>b. Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;</li> <li>c. Has been properly signed;</li> <li>d. Is accompanied by the required securities; and</li> <li>e. Is responsive to the requirements of the Bidding Documents.</li> </ul> <p>The Procuring Agency's determination of a e-bid's responsiveness will be based on the contents of the e-bid itself.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 2.5.5 | Examination of Terms and Conditions; Technical Evaluation | <ul style="list-style-type: none"> <li>(i) The Procuring Agency shall examine the e-bid to confirm that all terms and conditions specified in the <b>GCC</b> and the <b>SCC</b> have been accepted by the Bidder without any material deviation or reservation.</li> <li>(ii) The Procuring Agency shall evaluate the technical aspects of the e-bid submitted to confirm that all requirements specified in <b>Section III-Technical Specifications, Section VII – Schedule of Requirements, and Evaluation Criteria as provided in BDS</b>, have been met without material deviation or reservation.</li> <li>(iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the e-bid is not responsive in accordance, it shall reject the Bid.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 2.5.6 | Correction of Errors                                      | <ul style="list-style-type: none"> <li>(i) E-bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: <ul style="list-style-type: none"> <li>a. If there is a discrepancy between unit prices 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, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;</li> <li>b. If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and</li> <li>c. Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</li> <li>d. Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.</li> </ul> </li> <li>(ii) The amount stated in the e-bid will be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its e-bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with <b>ITB 2.3.8</b>.</li> </ul> |
| 2.5.7 | Conversion to                                             | As per rule 32(2) of PPR-14, to facilitate evaluation and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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|        | Single Currency                         | <p>comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in the which the bid prices as follows:</p> <p>For the purposes of comparison of e-bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 2.5.8  | Post-Qualification & Evaluation of Bids | <p>(i) In the absence of prequalification, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS &amp; pursuant to ITB Clause 2.1.3.</p> <p>(ii) The determination will take into account the Bidder's financial, technical, and production / supplying 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 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.</p> <p>(iii) The Procuring Agency will <b>technically evaluate</b> and compare the e-bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.</p> <p>(iv) The <b>financial evaluation</b> of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 which must include clear cut instruction regarding item wise or lot wise evaluation inclusive of prevailing taxes, duties, fees etc. (evaluation will be carried out item/lot wise as the case may be)</p> |
| 2.5.9  | Contacting the Procuring Agency         | <p>(i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its e-bid, from the time of the Bid opening to the time the evaluation report is made public i.e., 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so on the e-Procurement System (EPADS).</p> <p>(ii) Any effort by a Bidder to influence the Procuring Agency during e-bid evaluation, or e-Bid comparison may result in the rejection of the Bidder's e-bid.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 2.5.10 | Grievance Redressal                     | <p>(i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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|                                |                       | <p>(ii) Any bidder feeling aggrieved by any act of the procuring agency after the submission of his e-bid may lodge a written complaint concerning his grievances within five days of announcement of the technical evaluation report and ten days after issuance of final evaluation report.</p> <p>(iii) In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report.<br/>Provided that detail technical evaluation report has been uploaded on the website of the Authority.<br/>Provided further that the complainant may raise the objection on any part of the final evaluation report in case where single stage single envelope bidding procedure is adopted.</p> <p>(iv) The Committee shall investigate and decided the compliant within days of receipt of the compliant.</p> <p>(v) The Committee may:</p> <ol style="list-style-type: none"> <li>decide the compliant lodged by any bidder before proposal submission date;</li> <li>set aside the decision of technical evaluation committee;</li> <li>uphold the decision of technical evaluation committee;</li> <li>modify the decision of technical evaluation committee; and</li> <li>recommend scrapping of the procurement process with reasons to be recorded in writing.</li> </ol> <p>(vi) Any bidder aggrieved by any decision of the Grievance Redressal Committee may file a representation before the Managing Director, PPRA, Punjab as per Punjab Procurement Rules 67A.</p> <p>(vii) As per Clause 15 of Punjab Procurement Regulations 2024, The bidder shall file a grievance before the grievances redressal committee through the e-PADS. The bidder shall also submit a hard copy of the same to the grievances redressal committee in accordance with rule 67 of the rules.</p> <p>All the grievances filed by the bidders or contractors shall be redressed efficiently, as soon as possible, in accordance with the rule 67 of the rules. The Procuring agency shall inform the decision on the grievance to the bidder on the e-PADS or in the form of letter, as the case may be.</p> |
| <b>2.6 - Award of Contract</b> |                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 2.6.1                          | Notification of Award | <p>(i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or through e-Procurement System (EPADS) that its e-bid has been accepted.</p> <p>(ii) The notification of award will constitute the formation of the Contract.</p> <p>(iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 2.6.2                          | Performance           | <p>(i) The procuring agency in writing give date to the successful</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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|       | Guarantee                                                    | <p>bidder for the provision of Performance guarantee. The successful bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.</p> <p>(ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.</p> |
| 2.6.3 | Signing of Contract/ Issuance of Purchase Order              | <p>(i) At the same time as the Procuring Agency notifies the successful Bidder that its e-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 or will issue the purchase order <i>[as the case may be]</i>.</p> <p>(ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within seven (07) days of issuance of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.</p> <p>(iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.</p>                                                                                 |
| 2.6.4 | Award Criteria                                               | Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2.6.5 | Procuring Agency's Right to Vary Quantities at Time of Award | The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (c)(iv) of PPR-14 (not more than 15%).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 2.6.6 | Procuring Agency's Right to accept or reject all e-bids      | <p>(i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all e-bids or proposals (and to annul the e-bidding process) at any stage/time prior to the acceptance of any bid or proposal, without thereby incurring any liability towards the Bidders.</p> <p>(ii) The Bidders shall be promptly informed about the rejection, if any.</p> <p>(iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all e-bids or proposals, but shall not be required to justify those grounds.</p>                                                                                                                                                                                                                                                                                                                              |
| 2.6.7 | Re-Bidding                                                   | If the Procuring Agency rejects all the e-bids under rule 35, it may                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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|       |                                 | proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 2.6.8 | Corrupt or Fraudulent Practices | <p><b>i)</b> The Procuring Agency, Bidders, Suppliers, and Contractors observe the highest of ethics during the procurement and execution of contracts.</p> <p>"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:</p> <p>"(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices 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 and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:</p> <ul style="list-style-type: none"> <li>i. Coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;</li> <li>ii. Collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;</li> <li>iii. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</li> <li>iv. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</li> <li>v. Obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the</li> </ul> |

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|  |  | <p>investigation, or acts intended to materially impede the exercise of inspection and audit process.”</p> <p><b>ii) Blacklisting &amp; Debarment:</b></p> <p>Blacklisted Bidders i.e. firms/companies/sole proprietor/ general order suppliers/ JVs etc. and those found involved in “Corrupt Practices” are not allowed to participate in bidding.</p> <p><b>Requirements &amp; Procedure for Blacklisting &amp; Debarment:</b></p> <p>As per S-17A of PPRA, Act, 2009:</p> <p><b>“17A. Blacklisting.</b>– (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.</p> <p>(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.</p> <p>(3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.</p> <p>(4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.</p> <p>As per rule 21 of PPR-14:</p> <p><b>21. Blacklisting.</b>–(1) A 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:</p> <p>(a) acted in a manner detrimental to the public interest or good practices;</p> <p>(b) consistently failed to perform his obligation under the Contract;</p> <p>(c) not performed the Contract up to the mark; or</p> <p>(d) indulged in any corrupt practice.</p> <p>(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:</p> <p>(a) shall forward the decision to the Authority for publication on the website of the Authority; and</p> <p>(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.</p> <p>(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.</p> <p>(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on</p> |
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the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:

#### **SCHEDULE**

see sub-rule (6) of rule 21

#### **BLACKLISTING MECHANISM OR PROCESS**

1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.
2. The show cause notice shall contain:
  - (a) precise allegation, against the bidder or Contractor;
  - (b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and
  - (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.
3. The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.
4. In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
5. In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.
6. The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.

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|  |  | <p>7. The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.</p> <p>8. The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.</p> <p>9. The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.</p> <p>10. The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.</p> <p>11. If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.</p> <p>12. The Authority shall immediately publish the information and decision of blacklisting on its website.</p> <p>13. In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.</p> <p>14. In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.</p> <p>15. In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.</p> <p>16. The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.</p> <p>17. An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process."</p> <p><b>iii)</b> Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.</p> |
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| 2.6.9 | <b>Framework<br/>Contract<br/>Modality<br/>Applicable</b> | <p>(i) While quoting the rate in a framework contract, the Bidder must consider the following facts:</p> <ol style="list-style-type: none"> <li>a. Certain volume and quantity of the goods as prescribed in Bid Data Sheet.</li> <li>b. The Bidder have to maintain the rates of the goods for the whole financial year.</li> <li>c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. The bidder shall follow the prescribed format for financial bid as per financial bid form given in the bidding documents. In case of non-observance of prescribed format, financial bid may be rejected.</li> </ol> |
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### Section-III. Technical Specifications

(To be given on letter head pad duly signed and stamped by the bidder)

| Sr. # | Item Name          | Description (Minimum Specifications given by the procuring agency)                 | Tentative Quantity | Offered specifications (Make & Model) |
|-------|--------------------|------------------------------------------------------------------------------------|--------------------|---------------------------------------|
| 1.    | Gear oil           | GL-4, 75W-85, Toyota Genuine or Equivalent, 1 LTR                                  | 560 Units          |                                       |
| 2.    | Brake oil          | DOT-3, Toyota Genuine or Equivalent, 350 ML                                        | 400 Units          |                                       |
| 3.    | Power steering oil | T-4, Toyota Genuine or Equivalent, 1 LTR                                           | 150 Units          |                                       |
| 4.    | Warnish oil        | Non conductive, non corrosive, Good degreaser, Toyota Genuine or Equivalent, 4 LTR | 1200 Units         |                                       |
| 5.    | Grease             | Lithium complex NLGI 2, Toyota Genuine or Equivalent, 900 g                        | 150 Units          |                                       |
| 6.    | Differential Oil   | GL-5, 85W-90, Toyota Genuine or Equivalent, 1 LTR                                  | 400 Units          |                                       |
| 7.    | Coolant            | Toyota Genuine or Equivalent, 1 LTR                                                | 1200 Units         |                                       |
| 8.    | Carbon Cleaner     | Toyota Genuine or Equivalent, 500 ML                                               | 600 units          |                                       |

## Section-IV: 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) Section II. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| <b>A. Introduction</b>                                        |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------------------|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>BDS Clause Number</b>                                      | <b>ITB Number</b>  | <b>Amendments of, and Supplements to, Clauses in the Instruction to Bidders</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>1</b>                                                      | <b>2.1.1</b>       | Name of Procuring Agency: <b>COUNTER TERRORISM DEPARTMENT, PUNJAB</b><br>The subject of procurement is: <b>Procurement of Lubricants for vehilce</b><br><b>Commencement date for delivery of Goods; As specified in Purchase Order (PO)</b>                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>2</b>                                                      | <b>2.1.2</b>       | Financial year for the operations of the Procuring Agency: <b>[2024-25]</b><br>Name of Project/ Grant (Development or Non-Development): <b>[Non-Development]</b><br>Name of financing institution: Government of Punjab<br>Name and identification number of the Contract: <b>[N/A]</b>                                                                                                                                                                                                                                                                                                                                           |
| <b>3</b>                                                      | <b>2.1.3 (v)</b>   | Maximum number of members in the joint venture, consortium or association shall be: <i>[insert the number]</i> . J.V. form 8.2 should be followed. <b>(NOT APPLICABLE)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>4</b>                                                      | <b>2.3.6 (iii)</b> | Demonstration of authorization by manufacturer: (if required in technical specification) form 8.3 should be followed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>B. Bidding Documents</b>                                   |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>5</b>                                                      | <b>2.2.2</b>       | Any clarification on bidding document may be sought from the Procuring Agency through EPADS. In case it is necessary to approach the Procuring Agency physically, address of the Procuring Agency is as under:<br><br><b>SSP Admin CTD HQ, opposite Jallo Park, Lahore</b><br><b>Primary Contact No.042-99250700-01</b><br><b>Name: Mr. Nadeem Ahmad</b><br><b>Designation: Asstt: Director Admin &amp; Procurement</b><br><b>Contact No. 042-99250700-01 (0300-4590765)</b><br><br><b>Mr. Amjad Siddque, Incharge Store, 0331-7222933</b><br><b>Email ID: <a href="mailto:procurement@ctd.gop.pk">procurement@ctd.gop.pk</a></b> |
| <b>6</b>                                                      | <b>2.2.2</b>       | Pre-Bid Meeting: <b>N/A</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>7</b>                                                      | <b>2.3.9</b>       | The number of e-bid for each lot separately to be uploaded on e-PADS in one original.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>C. Bid Price, Currency, Language and Country of Origin</b> |                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>8</b>                                                      | <b>2.3.1</b>       | <i>Language of the Bid:</i> <b>English.</b> In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.                                                                                                                                                                                                                                                                                                                                                                                                  |

|                                                                                                                                                                   |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 9                                                                                                                                                                 | 2.3.4         | The price quoted shall be fixed in <b>PAK RUPEES</b> inclusive of all applicable taxes and duties, on DDP destination basis.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 10                                                                                                                                                                | 2.1.4 (ii)    | Country of origin:<br><i>All eligible countries to do business in Pakistan by the law of Government of Pakistan.</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>D. Preparation and Submission of Bids</b>                                                                                                                      |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 11                                                                                                                                                                | 2.1.3         | Eligibility / qualification criteria shall be followed as given in Bidding Document.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 12                                                                                                                                                                | 2.3 & 2.4     | e-Bid shall be submitted/uploaded on e-Procurement System (EPADS) at the website ie.e. <a href="http://www.punjab.eprocure.gov.pk">www.punjab.eprocure.gov.pk</a> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 13                                                                                                                                                                | 2.4.2         | The deadline for E-Bid submission is: as given in advertisement/invitation to bids                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 14                                                                                                                                                                | 2.5.1         | Time, date/ Month/ Year, and place for Bid opening: as given in advertisement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 15                                                                                                                                                                | 2.6.2         | Amount of Performance Guarantee is: <b><u>10% OF THE ACCEPTANCE / CONTRACT AMOUNT</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 16                                                                                                                                                                | 2.3.7         | Amount of bid security is : 05% of estimated price of the tendered items/lots as described in the invitation to bids                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 17                                                                                                                                                                | 2.3.8         | Bid validity period after opening of the e-Bid is: 180 days <b>(extendable)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 18                                                                                                                                                                | 2.3.6 (v)     | <b>INSTRUCTION FOR SAMPLE SUBMISSION</b><br>The bidders have to deposit their sample(s) which demanded in the bid invitation or as mentioned in Section-III or technical specifications till the date of opening of the tender at CTD HQ, opposite Jallo Park, Lahore. In exceptional cases, it will be the sole discretion of the Procuring Agency SSP/Admn CTD HQ, Lahore, to grant extension/exemption in the period for depositing of samples, (on request of the firm/individual).<br>Detailed Broucher/technical details of the offered goods/work must be provided / attached with the technical bids especially in case of non-depositing of sample. |
| <b>E. Opening and Evaluation of Bids</b>                                                                                                                          |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 19                                                                                                                                                                | 2.5.1         | The e-bid opening shall take place at CTD HQ opposite Jallo Park, Lahore as mentioned in the Invitation to Bids.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 20                                                                                                                                                                | 2.5.7         | The currency that shall be used for Bid evaluation is: <b><i>PAK RUPEES</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>F. Bid Evaluation Criteria:</b>                                                                                                                                |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>Bidding Procedure: Single stage two envelope procedure</b> shall be applicable.                                                                                |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| Criteria for bid evaluation, lowest price offered by the technically qualified/ responsive pre-qualified bidder inclusive of all taxes if otherwise not provided. |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 21                                                                                                                                                                | 2.5.5 & 2.5.8 | Criteria to Bid evaluation is presented below:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

**4.6.1. Eligibility / Evaluation Criteria: (Mandatory Requirements):** The bidder must comply with the following mandatory requirements and provide the required documentation. Only compliant bidders shall be considered for next stage.

| Sr. No.   | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Requirement               |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <b>1.</b> | Copy of Active Registration with Income Tax Authorities (National Tax Number NTN) – Registered for at least last <b>03 Years</b> from the date of bid submission;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Mandatory Required</b> |
|           | Copy of Active Registration with Sales Tax Authorities (STRN)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                           |
|           | Copy of Income Tax & Sales Tax (Operative Status)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                           |
|           | Affidavit (as per <b>form 8.6</b> ) on non-judicial Stamp Paper of Rs. 100/- that<br>(i) The bidder or its sister concerns / entities are not blacklisted by the Procuring Agency or PPRA Authority. (As described in clause 2.6.8 (ii) OF SBD).<br>(ii) The firm / entity or its sister concerns / entities are not facing any show cause notice / notice for poor performance issued in last 03 years by procuring agency or any of provincial or Federal Government Department, Authority, Agency, Organization or autonomous/Local body anywhere in Pakistan.<br>(iii) The bidder/firm or its sister concerned /entity is not blacklisted or subject to any pending litigation in this regard, with any Government or Public Department.<br>(iv) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage of the procurement process, the firm shall be black listed as per Rules / Laws.<br>(v) The bidder certify the correctness of information.<br>(vi) Compliance to Section – III “Technical Specifications”, and Section – VII “Schedule of Requirements” of the Bidding Document.<br>(vii) The firm comply with all terms & conditions mentioned in the Bidding Documents.<br>(viii) The firm comply that its Bid is valid for 180 days after opening of the e-Bid. |                           |
| <b>2.</b> | Original of Bid Security instrument, in the manner as prescribed on the bid security form on Non-judicial Stamp Paper.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Mandatory Required</b> |
| <b>3.</b> | Business History of supplying similar nature items in last 05 years                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Mandatory Required</b> |
| <b>4.</b> | Audited Financial Statement for the last three financial years. (Signed & stamped) alongwith copy of Bank statements respective years.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Mandatory Required</b> |
| <b>5.</b> | Submission of samples for the tendered items are mandatory as per deadline. Failure to submit a sample will result in the disqualification of the respective procurement. Samples will be tested by the Procuring Agency itself or through any testing authority. If sample is consumed / damaged during testing, no liability shall rest on part of the procuring agency. Bidder shall be bound to deposit testing fee                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Mandatory Required</b> |

|            |                                                                                                                                                                                                                                    |                                                 |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------|
|            | if required.                                                                                                                                                                                                                       |                                                 |
| <b>6.</b>  | Active Tax Payer Status and Valid/Active NTN Certificate.<br>Valid/active General Sales Tax Registration-GST certificate (Status = Active with FBR/Relevant Authorities)                                                           | <b>Mandatory</b><br>Required                    |
| <b>7.</b>  | Last 03 financial years Tax returns                                                                                                                                                                                                | <b>Mandatory</b><br>Required                    |
| <b>8.</b>  | Uploading of signed & stamped technical proposal/bid with signed & stamped complete bidding documents including all attachments (all type of appendices & statements and necessary documents) and financial proposal/bid on e-PADS | <b>Mandatory</b><br>Required                    |
| <b>9.</b>  | Compliance of Offered Specifications to the Advertised Specifications.                                                                                                                                                             | <b>Mandatory</b><br>Required                    |
| <b>10.</b> | Manufacturer / authorization letter / dealer / supplier alongwith technical proposal/bid                                                                                                                                           | <b>Mandatory</b><br>Required<br>(if applicable) |

#### 4.6.2. Evaluation Criteria

| Sr. No. | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | Marks | Total Marks |
|---------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-------------|
| 1       | Bidder Profile & Experience                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |       | 50          |
| i.      | <b>Bidder Profile</b><br>Minimum 03 years of operations from date of incorporation with relevant Government Authorities <ul style="list-style-type: none"> <li>• E.g.: two (2) marks for one (1) year experience may be awarded.</li> <li>• Maximum marks may be awarded, if the firm has 05 years or more experience.</li> </ul>                                                                                                                                                                  | 10    |             |
| ii.     | <b>Relevant Experience</b><br>Similar supplies over last 05 years.<br>1 Similar Supply/work = 05 marks<br>2 Similar Supply/work = 10 marks<br>3 Similar Supply/work = 15 marks<br>4 Similar Supply/work = 20 marks<br><b>Purchase orders / supply orders / completion certificates must be attached, otherwise, no marks shall be awarded.</b><br><b>*Similar Nature of Project means supply of goods to public sector organizations</b>                                                           | 20    |             |
| iii.    | <b>Value of Projects</b><br>Capital Cost of Similar projects / Supplies completed over last 05 years<br><b>Formula for marks:</b><br>If the capital cost of the related supply over last 05 years is:<br>$[Est\ Cost * 1] = 2.5$ marks<br>$[Est\ Cost * 2] = 5$ marks<br>$[Est\ Cost * 3] = 7.5$ marks<br>$[Est\ Cost * 4\ or\ above] = 10$ marks<br><b>Purchase orders / supply orders / completion certificates of related projects, must be attached, otherwise, no marks shall be awarded.</b> | 10    |             |



|                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----|
| iv.                                                                                                                                                                                                                                                                 | <b>General Experience:</b><br>5 work orders of General Experience with any Govt. Department / Organization or with the registered private companies;<br>20 million worth work / Supply orders will get 2 marks upto 100 million projects maximum.                                                                                                                                                                                                                                                                                                                                                                             | 10         |    |
| 2                                                                                                                                                                                                                                                                   | <b>Financial Position</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |            |    |
| i.                                                                                                                                                                                                                                                                  | <b>Annual Turnover (last 03 years)</b><br><b>If the total annual turnover indicated in audited Statement of last three years is equal or above PKR: [Est Cost*3.] then maximum allocated marks may be awarded.</b><br><br>If total turnover during last three years is equal to estimated cost = 5 marks<br><br>If total turnover during last three years is upto PKR<br>[Est Cost*2]= 10 marks<br>[Est Cost*3]= 15 marks<br>Note: no marks shall be awarded if the firm has less annual turnover of last 03 financial years than estimated cost.<br><b>Audited statement of last three financial years must be attached.</b> | 15         | 25 |
| ii                                                                                                                                                                                                                                                                  | <b>Bank Credit Limit/ Cash and Bank balance</b><br><br>Full marks will be given if "Bank Credit Limit", "Cash and Bank Balance" (as on 30.06.2024) jointly or severally is equal to or more than estimate of current purchase, full marks may be awarded. Otherwise, the marks may be awarded as:<br>$\frac{\text{Closing Balance or Credit Limit} \times 10}{\text{Estimate of Current Purchase}}$                                                                                                                                                                                                                           | 10         |    |
| 3.                                                                                                                                                                                                                                                                  | <b>Human Resource</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |            |    |
| i.                                                                                                                                                                                                                                                                  | <b>Total HR strength of firm / company (Payroll of June 2024 mandatory)</b><br><b>Following criteria shall be followed:</b><br>$\frac{\text{Number of Employees} \times 15}{15}$<br><b>List of staff will be provided by bidder with necessary details (please attach payroll of June 2024 of employees as proof)</b>                                                                                                                                                                                                                                                                                                         | 15         | 20 |
| ii.                                                                                                                                                                                                                                                                 | <b>List of Staff</b><br>• Staff having Bachelor / Master's degree / relevant professional / vocational or Technical Certification / Qualification.<br>• 01 mark for each technical staff.<br><b>Please attach CVs with documents of technical staff.</b>                                                                                                                                                                                                                                                                                                                                                                      | 05         |    |
| 4.                                                                                                                                                                                                                                                                  | <b>Offices / infrastructure</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | 05         | 05 |
|                                                                                                                                                                                                                                                                     | <b>e.g.: List of offices</b><br>Number of offices of bidder = 2.5 mark for each office (maximum 5 marks)<br><b>Required details are as under:-</b><br>Years of office established on the same place shall be mentioned. In case of missing information, no mark may be awarded.                                                                                                                                                                                                                                                                                                                                               |            |    |
|                                                                                                                                                                                                                                                                     | <b>Total</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>100</b> |    |
| Only the Bids securing minimum <b>65% marks</b> would be declared technically accepted. Moreover, laboratory test and or conformance to the specifications report is required for further stage. (If applicable and or required by Technical Evaluation Committee). |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |            |    |

## 4.7. Award of Contract

| Sr.<br># | ITB<br>Clause | Detail                                                                                                                                                         |
|----------|---------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1        | 2.6.5         | Percentage for quantity increase or decrease is: FIFTEEN (15%) PERCENT                                                                                         |
| 2        | 2.6.2         | The Performance Guarantee shall be: 10% of the acceptance / contract amount                                                                                    |
| 3        | 2.6.2         | The Performance Security (or guarantee) shall be in the form of Bank Guarantee, Bank Call Deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's Cheque; |

## Section-V: General Conditions of Contract

|    |                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|----|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Definition                           | <p>In this Contract, the following terms shall be interpreted as indicated:-</p> <ol style="list-style-type: none"> <li>a. "The Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</li> <li>b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</li> <li>c. "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract.</li> <li>d. "The Services" means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance &amp; repair and other such obligations of the Supplier covered under the Contract.</li> <li>e. "GCC" means the General Conditions of Contract contained in this section.</li> <li>f. "SCC" means the Special Conditions of Contract.</li> <li>g. "The Procuring Agency" means the organization purchasing the Goods &amp; Services, as named in SCC.</li> <li>h. "The Procuring Agency's country" is the country named in SCC.</li> <li>i. "The Supplier" means the Bidder or firm supplying the Goods and Services under this Contract.</li> <li>j. "The Project Site," where applicable, means the place or places named in SCC.</li> <li>k. "Day" means calendar day.</li> <li>l. "<b>e-bid</b>" means electronic bids (separate financial and technical) to be submitted by bidders on e-Procurement System (<b>EPADS</b>).</li> </ol> |
| 2. | Application                          | These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 3. | Country of origin (where applicable) | <ol style="list-style-type: none"> <li>(i) All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.</li> <li>(ii) For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from where the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product is obtained that</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

|    |                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|----|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                                                                          | <p>is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>(iii) The origin of Goods and Services is distinct from the nationality of the Supplier. In any case, the requirements of rules 10 &amp; 26, PPR-14, shall be followed.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 4. | Standards                                                                                | The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 5. | Use of Contract Documents and Information; Inspection and Audit by the procuring agency. | <p>(i) The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>(ii) The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.5.1 except for purposes of executing the Contract.</p> <p>(iii) Any document, other than the Contract itself, enumerated in GCC Clause 5.5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.</p> <p>(iv) The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the donors, if so required by the donors.</p> |
| 6. | Patent Rights                                                                            | The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring Agency's country.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 7. | Performance Guarantee                                                                    | <p>(i) The successful Bidder shall furnish performance guarantee within fifteen (15) days of issuance of the notification of Contract award or as mentioned in performance guarantee letter in the amount specified in SCC/BidData Sheet &amp; clause 2.6.2 of ITB.</p> <p>(ii) The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>(iii) As per Rule-56 of PPR-14, the performance guarantee</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

|    |                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|----|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                       | <p>shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:-</p> <ul style="list-style-type: none"> <li>a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or</li> <li>b. Not used.</li> </ul> <p>(iv) The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 8. | Inspections and Tests | <p>(i) The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives nominated for these purposes.</p> <p>(ii) The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s) (if so, allowed by the Procuring Agency), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.</p> <p>(iii) Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.</p> <p>(iv) The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.</p> <p>(v) Nothing in GCC Clause 5.8 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p> |
| 9. | Packing               | <p>(i) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

|     |                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|-----|--------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                                                  | <p>withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>(ii) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.</p>                                                                                                           |
| 10. | Delivery and documents<br><br>Framework Modality | <p>(i) Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.</p> <p>(ii) Upon delivery, the Procuring Agency shall give receiving certificate to the supplier with the statement that, "completion certificate along with satisfactory report shall be issued after due Inspection as per clause-8 of GCC, which will enable the supplier to put up the bill".</p> <p>(iii) For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of Incoterms</p> <p>(iv) Documents to be submitted by the Supplier are specified in SCC.</p> |
| 11. | Insurance                                        | The Goods supplied under the Contract shall be delivered <b>on DDP Destination Basis</b> under which risk is transferred to the buyer after having been delivered, hence <b>Insurance</b> is sellers' responsibility.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 12. | Transportation                                   | The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency's country, including freight, insurance, and storage, as shall be specified in the Contract, and related costs shall be included in the Contract Price.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 13. | Incidental Services                              | <p>(i) The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:-</p> <ol style="list-style-type: none"> <li>satisfactory performance for specified time/quantity on-site and/or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this</li> </ol>                                                                                         |

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|     |             | <p>service shall not relieve the Supplier of any warranty obligations under this Contract; and</p> <p>e. training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</p> <p>(ii) Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:-</p> <p>a. the prevailing rates charged for other parties by the Supplier for similar services; and</p> <p>b. original price of goods.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 14. | Spare Parts | <p>As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:-</p> <p>a. such spare parts as the Procuring Agency may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and</p> <p>b. in the event of termination of production of the spare parts:</p> <ul style="list-style-type: none"> <li>• advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and</li> <li>• Following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 15. | Warranty    | <p>(i) The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the Procuring Agency, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p> <p>(ii) This warranty shall remain valid <b>as required in Section – III "Technical Specifications"</b> after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or <b>as required in Section – III "Technical Specifications"</b> after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>(iii) The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this</p> |

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|     |              | <p>warranty.</p> <p>(iv) Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.</p> <p>(v) If the Supplier, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract/relevant provision of PPR-14 including Blacklisting.</p> <p>(vi) This warranty shall remain valid for at least twelve (12) months after supply of goods/items/services or after consumption of goods (if otherwise not provided in the bidding documents/contract) to and accepted at the final destination.</p>                                                         |
| 16. | Payment      | <p>(i) The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p> <p>(ii) The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 5.10, and upon fulfillment of other obligations stipulated in the Contract.</p> <p>(iii) As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, provided the work is satisfactory.</p> <p>(iv) The currency of payment is <b>PAK RUPEES</b>.</p> <p>(v) The successful bidder shall be paid by CTD against invoice for the goods delivered/services completed satisfactorily to the CTD in Framework Contract, payment shall be made against each Purchase order after the satisfaction of CTD</p> |
| 17. | Prices       | Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 18. | Change Order | <p>(i) The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 5.31, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:-</p> <ol style="list-style-type: none"> <li>drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;</li> <li>the method of shipment or packing;</li> <li>the place of delivery; and/or</li> <li>the Services to be provided by the Supplier.</li> </ol>                                                                                                                                                                                                                                                                                                                                                                                     |



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|     |                                      | (ii) If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 19. | Contract Amendments                  | Subject to GCC Clause 5.18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties. No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 20. | Assignment                           | The Supplier shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 21. | Sub-contracts                        | (i) The Supplier shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.<br>(ii) Subcontracts must comply with the provisions of GCC Clause 5.20.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 22. | Delays in the Supplier's Performance | (i) Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.<br>(ii) If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, Its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.<br>(iii) Except as provided under GCC Clause 5.25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC |

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|     |                         | Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 5.22.2 without the imposition of liquidated damages.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 23. | Liquidated Damages      | Subject to GCC Clause 5.25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 24. | Termination for Default | <p>(i) The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:-</p> <ol style="list-style-type: none"> <li>if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 5.22;</li> <li>if the Supplier fails to perform any other obligation(s) under the Contract; or</li> <li>if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.<br/>"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:</li> <li>"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices 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 and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:- <ol style="list-style-type: none"> <li>coercive practice by impairing or harming, or</li> </ol> </li> </ol> |

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|     |               | <p>threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;</p> <ol style="list-style-type: none"> <li>2. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;</li> <li>3. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</li> <li>4. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</li> <li>5. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process</li> </ol> <p>(ii) In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 5.24.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> |
| 25. | Force Majeure | <p>(i) Notwithstanding the provisions of GCC Clauses 5.22, 5.23, and 5.24, the Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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|     |                             | <p>(ii) For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc. from the purview of "Force Majeure".</p> <p>(iii) If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.</p> |
| 26. | Termination for Insolvency  | The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 27. | Termination for Convenience | <p>(i) The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>(ii) The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:-</p> <ol style="list-style-type: none"> <li>to have any portion completed and delivered at the Contract terms and prices; and/or</li> <li>to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.</li> </ol>                                                                                                         |
| 28. | Resolution of Disputes      | (i) After signing the contract or issuance of purchase order, The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |

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|     |                           | <p>arising between them under or in connection with the Contract.</p> <p>(ii) If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.</p> |
| 29. | Governing Language        | The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.                                                                                                                                                                                                                                                                 |
| 30. | Applicable Law            | The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 31. | Notices                   | <p>(i) Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.</p> <p>(ii) A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>                                                                                                                                                                                               |
| 32. | Taxes and Duties          | Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the Procuring Agency. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be borne or availed by the procuring agency as the case may be.                                                                                                                                                                                                                        |
| 33. | Framework Contract Period | <p>The Contract Period of this procurement shall be as per contract signed between the Procuring Agency and bidder starting from the date of issuance of notification of award, delivery, installation &amp; commissioning of all Goods, till end of warranty period.</p> <p>Subsequent to the issuance of Letter of Intent (LOI)/ Notification of Award, Purchase Orders may be issued by the Procuring Agency under the Framework Contract [as the case may be].</p>                                                                                                                               |

## Section-VI. Special Conditions of Contract

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. The corresponding clause number of the GCC is indicated in parentheses.

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| 1. | Definitions (GCC Clause 5.1)                  | (i) GCC 5.1(g)—The Procuring Agency is: <b>CTD HQ, opposite Jallo Park, Lahore</b><br>(ii) GCC 5.1(h)—The Procuring Agency's country is: <b>PAKISTAN</b><br>(iii) GCC 5.1(i)—The Supplier is: <b>to be filled by the contractor</b>                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 2. | Country of Origin (GCC Clause 5.3)            | [All countries and territories as indicated in Section IV, BDS, of the Bidding documents, if specified]                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 3. | Performance Guarantee (GCC Clause 5.7)        | (i) GCC 5.7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: <b>10% OF THE CONTRACT AMOUNT</b><br>(ii) GCC 5.7.4—the Performance Guarantee shall be retained for to cover the Supplier's warranty obligations or defect liability period in accordance with Clause GCC 5.15.2                                                                                                                                                                                                                                                                                                                      |
| 4. | Inspections and Tests (GCC Clause 5.8)        | GCC 5.8.6—Inspection and tests prior to shipment of Goods and at final acceptance areas per satisfaction of procuring agency.<br>Physical inspection as per specifications at the time of delivery or bid submission in case samples are required and the samples/ delivered goods may be sent to any lab for its/ their test at the cost of the bidder/ contractor.<br>Procuring Agency at any time during the contract period or within the warranty period may sent the received goods to any lab at the cost of the contractor/ bidder, if and when deems appropriate or receive any complaint about the validity/ genuineness of the received/ in use goods.   |
| 5. | Packing (GCC Clause 5.9)                      | GCC 5.9.2—[Where applicable, the Contractor must provide proper and adequate packaging in accordance with best commercial practice, to ensure that the Goods delivered to CTD will be free of damage. Packaging must be adequate to allow for rough handling during transit, exposure to extreme temperatures, salt and precipitation during transit and open storage, with consideration for the type of Goods and transportation mode. CTD reserves the right to reject any delivery that is deemed not to have been packaged adequately. Packing, marking and documentation (where required) shall comply with any requirements or instructions notified by CTD. |
| 6. | Delivery and Documents as per GCC Clause 5.10 | GCC 5.10.3—upon shipment, the Supplier shall notify the Procuring Agency the full details of the shipment, including Contract number, description of Goods, quantity and usual transport document. The Supplier shall mail the following                                                                                                                                                                                                                                                                                                                                                                                                                            |

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|    |                                            | <p>documents to the Procuring Agency, if required:-</p> <ul style="list-style-type: none"> <li>(i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;</li> <li>(ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;</li> <li>(iii) copies of the packing list identifying contents of each package;</li> <li>(iv) insurance certificate (Where Applicable);</li> <li>(v) Manufacturer's or Supplier's warranty certificate;</li> <li>(vi) Where applicable (Pre shipment/ port/ Procuring Agency Delivery site, inspection certificate), issued by the Procuring Agency nominated inspection agency, and the Supplier's factory inspection report (Inspection type depends on the nature of procurement and volume of procurement); and</li> <li>(vii) Certificate of origin</li> </ul>                                                        |
| 7. | Insurance as per GCC Clause 5.11           | <p>GCC 5.11.1— The Goods supplied under the Contract shall be <b>delivered duty paid (DDP)</b> under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility. Since the Insurance is sellers' responsibility, they may arrange appropriate coverage.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 8. | Incidental Services as per GCC Clause 5.13 | <p>(i) GCC 5.13.1—The Supplier may be required to provide any or all of the following services, including additional services, if required:-</p> <ul style="list-style-type: none"> <li>a. satisfactory performance for specified time/ quantity on- site and/or supervision of on-site assembly and/or start-up of the supplied Goods;</li> <li>b. furnishing of tools required for assembly and/or maintenance of the supplied Goods;</li> <li>c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;</li> <li>d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and</li> <li>e. training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.</li> </ul> <p>(ii) Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:-</p> |

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|     |                                                  | <ul style="list-style-type: none"> <li>a. the prevailing rates charged for other parties by the Supplier for similar services; and</li> <li>b. original price of goods.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 9.  | Spare Parts as per GCC Clause 5.14 (If required) | GCC 5.14.1—Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods. Other spare parts and components shall be supplied as promptly as possible, but in any case, within six (6) months of placing the order and opening the letter of credit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 10. | Warranty                                         | <b>(GCC Clause 5.15) as per technical specifications</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 11. | Warranty period and modification                 | <p>GCC 5.15.2—In partial modification of the provisions, the warranty period shall be <b>as required in Section – III “Technical Specifications”</b> from date of acceptance/satisfactory installation of the Goods or <b>as required in Section – III “Technical Specifications”</b> from the date of shipment (if applicable), whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:-</p> <ul style="list-style-type: none"> <li>a. make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4,</li> <li style="text-align: center;">or</li> <li>b. pay liquidated damages to the Procuring Agency in case of failure to meet the contractual guarantees. The rate of these liquidated damages shall be (one-half (0.5) percent per week).</li> </ul> <p>GCC 5.15.4 &amp; 5.15.5—The period for correction of defects in the warranty period is:-</p> <ul style="list-style-type: none"> <li>a. Free, on-site repair / replacement of defective / damaged parts and labor, as agreed by procuring agency and supplier.</li> <li>b. On site Replacement of such defective / damaged Goods will be provided, if repair of such Goods involves a durations as agreed by procuring agency and supplier.</li> </ul> <p>GCC 5.16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:-</p> <p><b>Payment for Goods supplied: as per rule-62 of PPR-14</b></p> <p>Payment may be made in <b>Pak. Rupees</b> in the following manner:-</p> <ul style="list-style-type: none"> <li>a. Treasury Cheque, or</li> <li>b. Cross Cheque</li> </ul> |
| 12. | Prices (GCC Clause 5.17)                         | GCC 5.17.1—Prices shall be fixed and shall not be adjusted.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 13. | Liquidated Damages (GCC                          | (i) GCC 5.23.1—Applicable rate: <b>one-half (0.5) percent per week</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |



|     |                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----|------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     | Clause 5.23)                             | (ii) Maximum deduction: <b>ten (10) percent of the Contract Price</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 14. | Resolution of Disputes (GCC Clause 5.28) | GCC 5.28.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 5.28.2 shall be as follows:- As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.                                                                                                                                                                                                                                                                                                |
| 15. | Governing Language (GCC Clause 5.29)     | GCC 5.29.1—The Governing Language shall be: <b>ENGLISH</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 16. | Applicable Law (GCC Clause 5.30)         | GCC 5.30.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan):                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 17. | Notices (GCC Clause 5.31)                | (i) GCC 5.31.1—Procuring Agency's address for notice purposes: CTD HQ, opposite Jallo Park, Lahore<br>(ii) Supplier's address for notice purposes: (to be filled by the contractor)                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 18. | Confidentiality                          | All information which comes into the Contractor's possession or knowledge in connection with this Contract is to be treated as strictly confidential. The Contractor should not communicate such information to any third party without the prior written approval of CTD. The Contractor shall comply with CTD Data Protection guidelines/ rules/ policies in the event that it collects, receives, uses, transfers or stores any personal data in the performance of this Contract. These obligations shall survive the expiration or termination of this Contract and till further as CTD will direct. |
| 19. | Status of CTD                            | Nothing in this Contract affects the privileges and immunities enjoyed by CTD as an intergovernmental organization. The Contractor remains bound and liable there under and it shall be directly responsible to CTD for any faulty performance under the subcontract if allowed by CTD in writing.                                                                                                                                                                                                                                                                                                        |
| 20. | Independent Contractor                   | The Contractor shall provide the goods/items under this Contract as an independent contractor and not as an employee, partner, or agent of CTD.                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 21. | Final Clauses                            | This Contract will commence upon signature by both Parties if otherwise contrary not provided in the Contract or anywhere and shall remain enforced until completion of all obligations of the Parties under this Contract subject to completion certificate by the Procuring Agency                                                                                                                                                                                                                                                                                                                      |

## **Section-VII. Schedule of Requirements**

Successful Bidder shall be required to provide all tendered items/services within 15 to 30 days time as the nature of procurement/requirement of procuring agency or as mentioned in purchase order / contract from the date of signing of contract or issuance of purchase order.

Subsequent to the issuance of Letter of Intent (LOI)/ Notification of Award, Purchase/Work Orders may be issued by the Procuring Agency under Framework Contract (as the case may be).

## Section-VIII: Sample Forms

### Notes on the Sample Forms

1. The Bidder shall complete and submit with its e-Bid the **Bid Form** and **Price Schedules** pursuant to ITB Clause 2.2.3 & 2.3.4 and in accordance with the requirements included in the Bidding documents.
2. 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 2.3.8.
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 2.5.6 and GCC Clause 5.17, acceptable deviations e.g., payment schedule pursuant to GCC 5.16, spare parts pursuant to ITB Clause 2.3.6 & 2.3.7, or quantity variations pursuant to ITB Clause 2.6.5. The Price Schedule and Schedule of Requirements, deemed to form part of the contract, should be modified accordingly.
4. The **Performance Guarantee** and **Bank Guarantee for Advance Payment (if applicable)** 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 Guarantee 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 5.7.3 and SCC 6.10, respectively.
5. The **Manufacturer's Authorization** form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 2.3.6(iii). (if applicable)

## 8.1- Bid Form

[To be signed & stamped by the Bidder or reproduced on the letter head. To be attached with the Financial Bid, in case of Single Stage Two Envelope Procedure]

Date: \_\_\_\_\_

*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 in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.9 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 *(if required)*, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

### ***[In case of single stage one envelope bidding procedure]***

The Composition of our Bid is:

- a) Complete bidding document (without filling) signed and stamped by the bidder
- b) all the forms relevant to the technical and financial bids (clearly indicated on each form)
- c) All the required documents establishing eligibility of bidders/goods shall be made part of the bid.
- d) Any other document required by the procuring agency not inconsistent with PPR-14.

***[In case of single stage two envelope bidding procedure]***

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

**Technical bid includes the following:-**

- a) Complete bidding document (without filling) signed and stamped by the bidder
- b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- c) Copy of bid security form along with copy of financial instruments i.e. Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque] valid for 180 days (extendable), beyond the validity of Bid in the manner as prescribed on the bid security form **8.10**.
- d) Any other document required by the procuring agency not inconsistent with PPR-14.

**Financial bid includes the following: -**

- a) Original Bid form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- b) Price schedule / financial form (as per **form 8.10**) to be reproduced on the letterhead of the bidder duly signed and stamped.
- c) Original Bid security form (as per **form 8.11**) along with Original financial instrument i.e. Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque] valid for 180 days (extendable), beyond the validity of Bid.

*d) Any other document required by the procuring agency not inconsistent with PPR-14.*

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:

| Name and address of service<br>provider | Amount and Currency |
|-----------------------------------------|---------------------|
|-----------------------------------------|---------------------|

|                         |       |
|-------------------------|-------|
| _____                   | _____ |
| _____                   | _____ |
| (if none, state "none") |       |

We understand that you are not bound to accept the lowest or any Bid you may



## 8.2 Bidder's JV Members Information Form (Not applicable)

*{To be reproduced and signed & stamped by the lead partner and all JV members on their letter Pad, to be attached with Technical Bid in addition to the JV agreement}*

*{The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture}.*

Date: *[insert date (as day, month and year) of Bid submission]*

RFB No.: *[insert number of RFB process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Bidder's Name: <i>[insert Bidder's legal name]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 2. Bidder's JV Member's name: <i>[insert JV's Member legal name]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 3. Bidder's JV Member's country of registration: <i>[insert JV's Member country of registration]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 4. Bidder's JV Member's year of registration: <i>[insert JV's Member year of registration]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 5. Bidder's JV Member's legal address in country of registration: <i>[insert JV's Member legal address in country of registration]</i>                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 6. Bidder's JV Member's authorized representative information<br>Name: <i>[insert name of JV's Member authorized representative]</i><br>Address: <i>[insert address of JV's Member authorized representative]</i><br>Telephone/Fax numbers: <i>[insert telephone/fax numbers of JV's Member authorized representative]</i><br>Email Address: <i>[insert email address of JV's Member authorized representative]</i>                                                                                                                                                                                  |
| 7. Attached are copies of original documents of <i>[check the box(es) of the attached original documents]</i><br><input type="checkbox"/> Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4.<br><input type="checkbox"/> In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6. |
| 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

### 8.3- Manufacturer's Authorization Form (if applicable)

*[To be signed and stamped by the Bidder and to be attached with Technical Bid]*  
*[See Clause 2.3.6 (iii) of the Instructions to Bidders.]*

To: *[name of the Procuring Agency]*

WHEREAS *[name of the Manufacturer]*, who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a Bid, and subsequently negotiate and sign the Contract with you against for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation to Bids.

---

*[Signature for and on behalf of Manufacturer]*

**Note:**

- a. *This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid.*
- b. *This letter of authority is provided as a sample. However, the bidders can amend, as appropriate, to serve the purpose of required authorization as per the evaluation criteria in the Bidding Document.*



## 8.4 Bidder's Profile Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

| Sr.# | Particulars                  |
|------|------------------------------|
| 1.   | Name of the company:         |
| 2.   | <b>Registered Office:</b>    |
|      | Address:                     |
|      | Office Telephone Number:     |
|      | Fax Number:                  |
| 3.   | <b>Contact Person:</b>       |
|      | Name:                        |
|      | Personal Telephone Number:   |
|      | Email Address:               |
| 4.   | <b>Local office if any:</b>  |
|      | Address:                     |
|      | Office Telephone Number:     |
|      | Fax Number:                  |
| 5.   | <b>Registration Details:</b> |

**a. Financial Statement Attachment/Income Tax Returns (Last 03 years)**

**b. Details of Experience (Last 03 Years)**

|      |                                            |                  |
|------|--------------------------------------------|------------------|
| (i)  | <b>Similar Project (Agency/Department)</b> | <b>Item Name</b> |
|      |                                            |                  |
|      |                                            |                  |
|      |                                            |                  |
| (ii) | <b>Value of total Projects/Tenders/Pos</b> | <b>Amount</b>    |
|      |                                            |                  |
|      |                                            |                  |
|      |                                            |                  |

**c. Staff Detail and last month Payroll**

## 8.5- General Information Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

|                         |                    |  |                                    |  |
|-------------------------|--------------------|--|------------------------------------|--|
|                         | <b>Particulars</b> |  |                                    |  |
| <b>Company Name</b>     |                    |  |                                    |  |
| <b>Abbreviated Name</b> |                    |  |                                    |  |
|                         |                    |  |                                    |  |
| <b>National Tax No.</b> |                    |  | <b>Sales Tax Registration No</b>   |  |
|                         |                    |  |                                    |  |
| <b>PRA Tax No.</b>      |                    |  |                                    |  |
| <b>No. of Employees</b> |                    |  | <b>Company's Date of Formation</b> |  |
|                         |                    |  |                                    |  |
|                         |                    |  |                                    |  |

\*Please attach copies of NTN, GST Registration & Professional Tax Certificate

|                                  |  |                 |  |
|----------------------------------|--|-----------------|--|
| <b>Registered Office Address</b> |  | State/Province  |  |
| <b>City/Town</b>                 |  | Postal Code     |  |
| <b>Phone</b>                     |  | Fax             |  |
| <b>Email Address</b>             |  | Website Address |  |

## 8.6 Affidavit

*[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]*

**Name:** \_\_\_\_\_  
(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*. The undersigned further affirms on behalf of the firm that:

- (ix) The bidder or its sister concerns / entities are not blacklisted by the Procuring Agency or PPRA Authority. (As described in clause 2.6.8 (ii) of SBD).
- (x) The firm / entity or its sister concerns / entities are not facing any show cause notice / notice for poor performance issued in last 03 years by procuring agency or any of provincial or Federal Government Department, Authority, Agency, Organization or autonomous/Local body anywhere in Pakistan.
- (xi) The bidder/firm or its sister concerned /entity is not blacklisted or subject to any pending litigation in this regard, with any Government or Public Department.
- (xii) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage of the procurement process, the firm shall be black listed as per Rules / Laws.
- (xiii) The bidder certify the correctness of information.
- (xiv) Compliance to Section – III “Technical Specifications”, and Section – VII “Schedule of Requirements” of the Bidding Document.
- (xv) The firm comply with all terms & conditions mentioned in the Bidding Documents.
- (xvi) The firm comply that its Bid is valid for 180 days after opening of the e-Bid. *[Name of the Contractor/ Bidder/ Supplier]* undertakes to treat all information provided as confidential.

*Signed by an authorized Officer of the company*

Title of Officer: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Date: \_\_\_\_\_

## 8.7- Performance Guarantee Form

To, *[name and address of the Procuring Agency]*

**WHEREAS** (Name of the Contractor / Supplier)  
 \_\_\_\_\_ hereinafter called "the Contractor" has undertaken,  
 in pursuance of "INVITATION TO BID FOR THE **"PROVISION  
 OF \_\_\_\_\_"**procurement of the following:

1. [***Please insert details***].

(Here in after called "the Contract").

**AND WHEREAS** it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract; **AND**

**WHEREAS** we have agreed to give the Contractor a Guarantee;

**THEREFORE WE** hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, 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 Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, or  
 \_\_\_\_\_ [insert number of days] after the rectification of  
 the Defects, whichever is later.

**[NAME OF GUARANTOR]**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

Seal \_\_\_\_\_

Date \_\_\_\_\_

## 8.8- Technical Bid Form

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid]*

| <b>Sr. No.</b> | <b>Item name</b> | <b>Brand name with Country of Manufacturer</b> | <b>Make &amp; model</b> | <b>Quantity</b> | <b>Country of Origin</b> | <b>Specifications dimensions etc.</b> |
|----------------|------------------|------------------------------------------------|-------------------------|-----------------|--------------------------|---------------------------------------|
|                |                  |                                                |                         |                 |                          |                                       |
|                |                  |                                                |                         |                 |                          |                                       |
|                |                  |                                                |                         |                 |                          |                                       |
|                |                  |                                                |                         |                 |                          |                                       |
|                |                  |                                                |                         |                 |                          |                                       |

**Stamp & Signature of Bidder** \_\_\_\_\_

## 8.9- Contract Form

**THIS AGREEMENT** made on the \_\_\_\_\_ day of \_\_\_\_\_ 2024 between *[name of Procuring Agency]* of *[country of Procuring Agency]* (hereinafter called "the Procuring Agency") on the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") on 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.
- (g) Contract agreement
- (h) Complete Bidding document
- (i) Purchase Order

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 rectify defects therein in conformity with all respects in accordance 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 rectification 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 mentioned above.

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Procuring Agency)

Signed, sealed, delivered by \_\_\_\_\_ the \_\_\_\_\_ (for the Supplier)

## 8.10 - Financial Bid Form / Price Schedule

### On frame work contract basis

*[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid]*

| Sr. No.                | Item name | Specifications/ dimensions | Country of Origin | Brand name, make & model | Unit price (inclusive of all taxes & duties etc.) | Quantity | Total price (inclusive of all taxes & duties etc.) |
|------------------------|-----------|----------------------------|-------------------|--------------------------|---------------------------------------------------|----------|----------------------------------------------------|
|                        |           |                            |                   |                          |                                                   |          |                                                    |
|                        |           |                            |                   |                          |                                                   |          |                                                    |
|                        |           |                            |                   |                          |                                                   |          |                                                    |
| Total price in figures |           |                            |                   |                          |                                                   |          |                                                    |
| Total price in words   |           |                            |                   |                          |                                                   |          |                                                    |

Total Bid value (against which a Bid shall be evaluated) in figure.

Total Bid value (against which a Bid shall be evaluated) in words.

Total Bid value (against which a Bid shall be evaluated) in figure. Total Bid value (against which a Bid shall be evaluated) in words.

#### **Note:**

- (i) In case of difference between unit price and total price, unit price shall "prevail" and total price shall be finalized accordingly. (Please refer ITB clause 2.5.6).
- (ii) In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.
- (iii) A bid not compliant to the taxes (as notified by the government) or excluding applicable taxes and duties shall straight away be rejected.
- (iv) Bid shall be evaluated separately item wise as mentioned in advertisement.

**Stamp & Signature of Bidder** \_\_\_\_\_

**Form Nos. 8.1 & 8.11 duly filled & signed / stamped shall be attached the Financial Bid**

**Items wise estimate are produced at the end of the biddign documents.**

## 8.11 - Bid Security Form

**To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid**

We, (Name of bidder) (hereinafter called "the Bidder"), certify that we have submitted our Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called "the Bid").

This guarantee will remain in force up to and including thirty (30) 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 Bidder or its authorized representative]*



## Section IX- Check List

*[To be signed and stamped and presented on Bidder's letter head pad]*

The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

| Sr. # | Detail                                                                                                                                                                                                     | Responsive | Non-responsive |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------|
| 1     | Original receipt of 5% Bid Security of estimated cost of articles / items / lots given by the department. (to be submitted physically before closing date & time)                                          |            |                |
| 2     | Receipt of Affidavit on Stamp Paper                                                                                                                                                                        |            |                |
| 3     | All required samples (if demanded) have been submitted in <i>[name of the Procuring Agency]</i> sample store.                                                                                              |            |                |
| 4     | Active Registration with Income Tax Authorities (National Tax Number NTN) at least three years old                                                                                                         |            |                |
| 5     | Copy of active Registration with Sales Tax Authorities (STRN)                                                                                                                                              |            |                |
| 6     | Copy of active Registration (Professional Tax Certificate)                                                                                                                                                 |            |                |
| 7     | At least 03 of similar nature having similar cost or above have been performed / executed in public organization during last 03 years                                                                      |            |                |
| 8     | Technical Bid Form (as per <b>form 8.8</b> of Bidding documents) on letter head of the firm duly signed and stamped.                                                                                       |            |                |
| 9     | Financial Bid Form (as per <b>form 8.1</b> of Bidding documents) on letter head of the firm, duly signed and stamped.                                                                                      |            |                |
| 10    | Bid Security Form (as per <b>form 8.11</b> of Bidding documents) on letter head of the firm, duly signed and stamped.                                                                                      |            |                |
| 11    | Performance Guarantee Form (as per <b>form 8.7</b> of Bidding documents) on letter head of the firm, duly signed and stamped.                                                                              |            |                |
| 12    | General Information Form (as per <b>form 8.5</b> of Bidding documents) on letter head of the firm duly signed and stamped.                                                                                 |            |                |
| 13    | Affidavit (as per <b>form 8.6</b> ) on non-judicial Stamp Paper of Rs. 100/- (to be submitted physically before closing date & time)<br>(i) The firm is not currently blacklisted by the Procuring Agency. |            |                |

|    |                                                                                                                                                                                                                                                                                                                                                                                                                     |  |  |
|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
|    | <p>(ii) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document lookat any stage. They shall be black listed as per Rules /Laws.</p> <p>(iii) Affidavit for correctness of information.</p> <p>(iv) ****omitted***</p>                                                                                                                                                        |  |  |
| 14 | Affidavit for correction of information Form (as per <b>form</b> of Bidding documents) on letter head of the firm, duly signed and stamped.                                                                                                                                                                                                                                                                         |  |  |
| 15 | <p>i. Work order / supply order / purchase order of previous relevant experience (last three years).</p> <p>ii. Company profile. Staff list along with location and address <i>[where applicable]</i>.</p> <p>iii. Income Tax/Sales Tax Returns of previous years (as required).</p> <p>iv. Bidders profile Form (as per <b>form</b> of Bidding documents) on letter head of the firm, duly signed and stamped.</p> |  |  |

**Stamp & Signature of Bidder \_\_\_\_\_**

## ANNEXURE – A: Purchase Order

From: The Additional Inspector General of Police,  
CTD, Punjab, Lahore.

To M/S \_\_\_\_\_,  
\_\_\_\_\_  
\_\_\_\_\_.

No. /CTD/L&P-II, Dated Lahore, the: /2025.

**Subject: - WORK / SUPPLY / PURCHASE ORDER FOR ----- ITEMS.**

Please refer to the subject cited above and your financial bid for the \_\_\_\_\_ items opened on \_\_\_\_\_ for financial year 2024-25.

2. Rate offered by your firm has been approved for the purchase of \_\_\_\_\_ by the Bid Opening Committee of CTD HQ, Lahore.

3. Please provide the following \_\_\_\_\_ items at \_\_\_\_\_, CTD HQ Lahore within (15) fifteen days after receiving of this work / supply order:-

| Sr. #               | Name of items | Specifications | Rate per unit | Qty | Amount |
|---------------------|---------------|----------------|---------------|-----|--------|
| 1                   |               |                |               |     |        |
| <b>Total amount</b> |               |                |               |     |        |

4. It may please be ensured that all the \_\_\_\_\_ items should be according to specifications / samples. If any item of the work / supply is not according to the specifications / samples, the same will not be accepted and the bill thereof will also not be entertained.

5. You are also directed to furnish 10% of the performance guarantee of total amount of the bill as per PPRA Rules 2014, Section 56, Chapter VIII after receiving the supply / purchase order, please.

**SSP/Admin,**  
for Addl. Inspector General of Police,  
C.T.D Punjab, Lahore.



**OFFICE OF THE  
ADDL: INSPECTOR GENERAL OF POLICE  
COUNTER TERRORISM DEPARTMENT  
PUNJAB, LAHORE**

**ii. Purchase Order / Commitment Form**

**To:** **M/S** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

|           |                                                  |                                     |
|-----------|--------------------------------------------------|-------------------------------------|
| DDO Name: | SP/Admn,<br>For Addl: IGP,<br>CTD Punjab, Lahore | Purchase Order No. _____ /CTD/L&P-I |
|           |                                                  | Dated: _____                        |

1 DDO Reference No. LO-4071

2 Division / Department CTD Punjab

|      |                                      |                                                                                                                                         |                                           |                    |
|------|--------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------------|
| 3    | Contractor's reference               | -----                                                                                                                                   |                                           |                    |
| 4    | Contractor's Sales Tax No.           | -----                                                                                                                                   |                                           |                    |
| 5    | Indenter's Name & Address            | -----                                                                                                                                   |                                           |                    |
| 6    | Indenter's Indent No. & Date         | -----                                                                                                                                   |                                           |                    |
| 7    | Particulars of Stores                |                                                                                                                                         |                                           |                    |
| ITEM | DESCRIPTION OF STORES SPECIFICATIONS | QUANTITY (IN UNITS)                                                                                                                     | RATE PER UNIT IN RS.                      | TOTAL VALUE IN RS. |
|      | -----                                | -----                                                                                                                                   | -----<br>(including all taxes whatsoever) | (Rs. ____ only)    |
| 8    | Name and Address of Consignee        | SSP/Admn, CTD HQ, Lahore, on behalf of the Addl: Inspector General of Police, CTD Punjab, Lahore                                        |                                           |                    |
| 9    | Dispatch Instructions                | Free delivery to consignee's end                                                                                                        |                                           |                    |
| 10   | Inspection Authority                 | Inspection Committee, CTD HQ, Lahore                                                                                                    |                                           |                    |
| 11   | Technical Officer                    | SSP/Technical, CTD HQ, Lahore                                                                                                           |                                           |                    |
| 12   | Packing & Marking                    | --                                                                                                                                      |                                           |                    |
| 13   | Delivery Schedule                    | ----- or earlier                                                                                                                        |                                           |                    |
| 14   | Place of Delivery                    | CTD HQ, opposite Jallo Park, Lahore                                                                                                     |                                           |                    |
| 15   | Payment                              | 100% Payment will be made through A.G. Punjab (Supply Section) Lahore on prescribed bill form against Inspection / receipt Certificate. |                                           |                    |
| 16   | Part Payment / Part Supply           | Allowed.                                                                                                                                |                                           |                    |
| 17   | Warranty                             | -----                                                                                                                                   |                                           |                    |

**18 SPECIAL INSTRUCTIONS**

- a. The general and special conditions shall be the part and parcel of the contract
- b. The contractor should as per terms of the contract submit his bill on the prescribed bill form duly machine numbers. In case of any deviation from the above prescribed procedure, the payment office will not be responsible for any delay so caused
- c. The contractor is required to issue "Acknowledgement" immediately on receipt of Cheque from the payment officer. In case he fails to acknowledge the Cheque within 07 days, his subsequent payment will be held in abeyance.

- d. The contractor shall keep the consignee and inspection authority well informed with the supply position.
- e. Inspection Call should be sent at least two weeks before the date when the inspection is required, failing which actual date of inspection or two weeks after the receipt of the Inspection call, whichever is earlier, will be considered as the date of offering the stores for inspection.
- f. The contractor shall return within 3 days the receipt of the contract on the enclosed SLIP duly filled in and signed in token of having received the order.
- g. The contractor is required to send specimen signatures (in triplicate) of their authorized representative who is competent to sign the bills and receive payment on their behalf for onward transmission to Audit Officer duly attested by the Purchase Officer to enable the Audit Office to verify if payment has been received by an authorized representative of the contractor. The change of the contractor's representative authorized to sign bills and receive payments, etc. should be promptly reported by the contractor to the Audit Office as well as to the purchase officer failing which the entire responsibility for wrong payment will lie on the contractor.
- h. Suppliers should note that if the stores inspected and released by the Inspection authority are rejected by the consignee or actual user / consumer then the same shall be re-inspected. Re-inspection of such stores by the Inspection Authority shall be in the presence of supplier's representative. If it is concluded that rejection is justified in term and conditions of contract, stores shall stand rejected and shall be replaced by the contractor at his own risk and cost, failing which the stores shall be purchased at his risk and expense.
- i. **Liquidated Damage.**  
The delivery period is essence of the contract. Liquidated damages will be imposed as per terms & conditions mentioned in the bidding documents. If the contractor fails to adhere to the delivery schedule and intends to seek extension thereof, it will be the sole discretion of the procuring agency either to grant or refuse extension in delivery period, on the basis of justification/reasoning provided by the bidder. The question of refund of liquidated damages may be taken up with Senior Purchase Officer on the representations of the affected party and refund in full or part thereof, may be allowed on merits having regard to condoning circumstances obtaining in the case.

19

**SECURITY.**

**Bank Guarantee No. \_\_\_\_\_, dated \_\_\_\_\_ amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as 10% performance guarantee** has been obtained as security for successful completion of the contract. In case the contractor fails to execute the contract satisfactorily, the amount of security shall be forfeited including Black listing of the firm/individual. The procuring agency also reserves the right to purchase the material from elsewhere without any notice at the risk and cost of the defaulting contractor. Further the bidding documents shall part of contract.

**Senior Superintendent of Police/Admn**

For Addl: Inspector General of Police,  
CTD Punjab, Lahore

**Copy to:-**

- 1 The Accountant General (Supply Section) Punjab, Lahore, through (S.V.O).  
The cost of store is debitable under Head of Account **No. "PC21013-Police-032102-Provincial Police-LQ4590-CTD-\_\_\_\_\_ (head of account)" for the financial year 2024-2025.**  
**Copy of Bank Guarantee No. -----, dated ----- amounting to Rs. -----** is sent herewith.  
The same will be released after successful completion of the contract.
- 2 Section Officer (Goods) Government of the Punjab, Finance Department, Lahore.
- 3 Inspection Authority:- Inspection Committee, CTD HQ, Lahore
- 4 Indenter:- SSP/Admn, CTD HQ, Lahore
- 5 Consignee:- SSP/Admn, CTD HQ, Lahore, on behalf of the Additional Inspector General of Police, CTD Punjab, Lahore

He should keep in touch with the Contractor to watch the supply of stores within the prescribed delivery period. On receipt of the store, he should return the copy No.10 of the Inspection Note to the Purchase Officer within seven days in token of having received the store, along with No demand

Certificate. In case the store is not received by him within the stipulated delivery period, he should immediately inform to Senior Purchase Officer.

- 6 SP/Admn, DDO/CTD HQ on behalf of the Addl: IGP/CTD Punjab, Lahore (Accountant CTD HQ).
- 7 Commissioner, Income Tax, Lahore.
- 8 The Collector Sales Tax, Govt: of Pakistan, Collection of Sales Tax, Lahore.
- 9 Authentication Officer.
- 10 Copy to concerned office.