CTD PUNJAB TENDER NOTICE

CTD Punjab invites sealed tenders based on the Punjab Procurement Rules 2014, from the firms / contractors (income tax & sales tax registered), for "Purchase of Plant & Machinery", "Purchase of Furniture & Fixture", "Bed & Boxes", "Cost of Other Stores".

CONDITIONS

1. Tender would be opened on **Monday 06.12.2021 at 12:00 Hours** in presence of bidders or their representatives.
2. The bidding documents containing all terms & conditions, requirements, specifications etc. can be obtained against written request from the office of SSP/Admn/CTD Punjab, CTD HQ opposite Jallo Park, Lahore by hand on written request on the firm's letter head pad, on any working day during office hours. Bidding documents can be purchased immediately after the date of publication at cost of Rs. 1,000/- on production of challan form (32-A) of Rs. 1,000/- deposited in Govt. Treasury under head CO-2642-Police-Others in the NBP / State Bank of Pakistan. In case of public holiday due to any reason, the date of receiving and opening the tenders will be considered the next working day.
3. Each bid (having detail of all items) shall comprise a single sealed package containing two separate envelops having Technical & Financial proposals (inclusive of all taxes) on firm's letter pad.
4. Tender/offer can be submitted to this office (in sealed form) till **06.12.2021 at 11:30 Hours** along with Samples, Broucher/Catalogue etc.
5. The bidders shall submit bid security **3% of the estimated cost (item wise) under Rules 27 of PPRA 2014, Chapter V.** with their technical proposals in shape of Pay Order or CDR of any scheduled bank in favour of the SSP/Admn, Counter Terrorism Department Punjab, Lahore.
6. 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 deposit at call in the name of the SSP/Admn, Counter Terrorism Department Punjab, Lahore and draw the contract agreements. Security shall be refunded on successful completion of the contract.
7. (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.
8. The tendering process / conditions will be as per Punjab Procurement **Rules, 2014. Section 38(2)(a) "Single Stage" "Two Envelope".**
9. Income/Sales tax registration certificate and other documents as mentioned in Tender Document must accompany the Technical bids. Taxes will be deducted as per Government rules.
10. Late Comers will not be allowed to participate in the Tender.

SSP/Admn
for Addl: Inspector General of Police,
CTD Punjab, Lahore.
CTD HQ, opposite Jallo Park, Lahore
Tel: 042-99250757 Fax: 042-99250703-04

BIDDING DOCUMENT FOR PROCUREMENT OF GOODS
FINANCIAL YEAR 2021-22

Tender to be opened on _____

Name of Item with Quantity _____

Total Estimated Cost_____

Name of Firm/Individual _____

COUNTER TERRORISM DEPARTMENT (CTD) PUNJAB,

POLICE DEPARTMENT GOVERNMENT OF PUNJAB

Budget and other information

Sr. #	Head of account	Tentative budget
1	Purchase of Plant & Machinery	218.40
2	Purchase of Furniture & Fixture	7.20
3	Bed & Boxes	3.20
4	Cost of Other Stores	44.80

i. Item wise list of above-mentioned heads are enclosed.
ii. 3% bid security of each participated item shall be submitted separately.
iii. Bidding document for each item shall be obtained from CTD HQ on the procedure prescribed in bidding documents.
iv. Item wise bids will be issued, evaluated and awarded in the light of enclosed bidding documents.
v. All bidding document alongwith attached form shall be signed and stamped by the bidders.
vi. The forms attached with the bidding documents may be produced on letter head pad as well.

DISCLAIMER

1. This request for biding documents has been prepared by the Procuring Agency ("CTD Punjab").

2. The information contained in these biding documents or as may be subsequently provided to Bidders (whether verbally or in documentary or any other form) by or on behalf of the Procuring Agency, on the terms and conditions set out in these bid documents, are indicative only and are provided solely to assist in a preliminary assessment of the proposed procurement.

3. These biding documents do not constitute an agreement; its sole purpose is to provide interested Bidders with information that may be useful to them in preparing their bids pursuant to these bid documents.

4. These biding documents may not be appropriate for all persons and it's not possible for Procuring Agency to consider the objectives and particular needs of each party which reads or uses these bid documents.

5. 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 biding documents and seek independent professional advice on any or all aspects of these documents, as deemed appropriate.

6. All information submitted in response to this biding documents becomes the property of the Procuring Agency, including all business information and proprietary data submitted with all rights of communication and disclosures.

7. The Procuring Agency shall not be responsible for non-receipt/misplacement/late receipt etc. of any correspondence sent thorough the post / courier / email / fax by the Bidder.

8. No decision shall be based solely on the basis of the information provided for any statements, opinions or information provided in these bid documents.

9. While submitting a proposal in response to these biding documents, each Bidder certifies that he/they understand, accept and agree to the disclaimers set forth above.

10. Nothing contained in any provision of these biding documents or any statements made orally or in writing by the person or party shall have the effect of negating or suspending any of the disclaimers set forth herein.

The Procuring Agency reserves the right to withdraw or cancel this bidding process or any part thereof, or to vary any of its terms at any time, without incurring any financial obligation in connection therewith.

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CHECK LIST

The provision of this checklist is essential prerequisite along with submission of tenders.

SR. #	***DETAIL***	***YES / NO***	***PAGE #***
1	Original receipt for purchase of tender along with Standard Bidding Documents.		
2	3% Bid Security of Estimated Price. The bid security must be submitted with Technical proposal.		
3	Minimum one-year business history from the date of authorization / registration		
4	Work order/supply order/purchase order of previous relevant experience.		
5	• Company profile including engineering and managerial capability. Technical staff list, workshop, machinery, factory ware house along with location and address. • Sample brochure with make & model along with details of all accessories. • No alteration as per standard model or specifications shall be allowed.		
6	An affidavit on **stamp paper of Rs.200**/- or above submitting following clauses: i. That the maintenance of goods and replacement of defective parts **under warranty** shall be done without claim. ii. That neither the firm/company/director/real blood relative (father, son, brother, spouse etc.) has been **blacklisted/defaulted/under litigation** on any grounds whatsoever or is being proceeded against. iii. That neither the firm/company is involved in any matter related to non-delivery (completely or partially) after due date or has not provided delivery as per approved sample/brochure. iv. The photocopies of all the documents attached are genuine and correct to the best of my knowledge. Any documents found fake during any stage of procurement shall lead to cancellation of my tender document along with proceeding as per PPRA rules. This certificate shall remain operative till the closing of contract.		
7	Audited Financial Statement, National tax number Certificate, General Sale Tax Number Certificate (Last 03 Year).		
8	OEM/Authorized Agent/Dealership Authorization certificate (If specifically mentioned in the specifications).		

A. Introduction

1. Counter Terrorism Department (CTD) Punjab & This Project/ Procurement

i. Counter Terrorism Department (CTD) Punjab is a key Department of the Government of the Punjab having its Provincial Office (Headquarters) opposite Jallo Park Lahore.
ii. CTD Punjab has sufficient funds for this procurement of the goods and the detail specifications are mentioned in the relevant part of this bidding documents subject to the approval of the competent authority i.e. Addl: Inspector General of Police, CTD Punjab.
iii. Punjab Police aims for retaining security and to provide the quality of life to its citizens. Police intends to procure the product/good as defined in the specification data sheet or in any other part of this document or attached herewith.
iv. This procurement is to be completed through restricted bidding process and only even now Bidder(s) are allowed to participate in this bidding process.
v. All the Bidders shall be requested through this bidding documents to submit their bids in prescribed manner.

2. Eligible Bidder's Eligibility & Experience

i. Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (or any PPRA of Pakistan).
ii. Each Bidder is allowed to submit only one bid for either individually or as a partner/firm etc. In case a Bidder submits more than one bid his/it's all bids shall be rejected.
iii. In case of any default or found involve in corrupt practice or unable to perform in accordance with Terms & Conditions of the agreement or any delay or incomplete or defective bid or cause any damage whatsoever to the Procuring Agency, the bidder shall be blacklisted as per applicable laws or any other penalty may be imposed by Procuring Agency in this regard.
iv. The Procuring Agency considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. The Procuring Agency will take appropriate actions to manage such conflicts of interest, which may include rejecting a proposal for award, if it determines that a conflict of interest has flawed the integrity of any procurement process. At the time of bidding, Bidders may be considered to be in a conflict of interest with one or more parties if they, including but not limited to, participate in any respect in the preparation of the design or technical specifications of the works that are the subject of this bidding process.
v. The Bidder shall provide such evidence of their continued satisfactory performance to the Procuring Agency.
vi. The Bidder must comply with the Standard Anti-Corruption Policy of Government of the Punjab and must not be declared ineligible by any Court of Law or any Governmental Body of Pakistan due to corrupt/fraudulent/coercive/collusive practices as described in this Bidding Document or as per applicable laws of the land.
vii. The Procuring Agency shall disqualify the Bidder(s) pursuant to Punjab Procurement Regulatory Authority (PPRA) Procurement Rules, 2014 amended time to time read with all other applicable Laws of the Land for award of contract, if it determines that the Bidder(s) recommended for award has(ve), directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and

viii. The Procuring Agency shall sanction the Bidder(s) or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in bidding activities in Pakistan, if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing the contract.

ix. The Bidder(s) must not conceal any information that might hinder the execution of the project. The Procuring Agency shall disqualify or blacklist, the Bidder pursuant to Punjab Procurement Rules- 2014 on grounds of false, fabricated or materially incorrect information and may take any legal action.

3. Cost of Bidding

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

B. Instructions to the Bidders (ITB)

4. Content of Bidding Documents

i. The desirable goods with its specification, the terms & conditions for the completion of this procurement and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

a. Bid Data Sheet (dully signed & stamped)
b. Specification of Bids;
c. Price Schedule;
d. Bid Submission Form;
e. Bid evaluation Criteria;
f. Technical & Financial Bids;
g. Performance Security Form;
h. Goods Delivery time or completion time/schedule, Payment milestone;
i. Contract Forms;
j. General Conditions of Contract (GCC);
k. Special Conditions of Contract (SCC);
l. Any other / subsequent form or instructions relevant to this specific procurement if any;

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

5. Clarification of Bidding Documents

i. A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing, two (02) calendar days before to the closing date and time of the bids or as per decision of Procuring Agency.

ii. Pre-bid meeting may be called by the Procuring Agency at its own or to clarify the bidding document at any time during this process of procurement. But it is the sole discretion of the Procuring Agency which can't be claim by any Bidder as a right.

6. Amendment of Bidding Documents

i. At any time prior to the deadline for submission of bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, may modify the bidding documents by amendment.
ii. All Bidders that will be notified of the amendment in writing or by email, and such amendments will be binding on them.
iii. Reasonable time to incorporate the amendment (if any) in account to preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.

C. Preparation of Bids

7. Language of Bid

i. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency shall be written in English language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.
ii. In case of any other language, the authentic copy of the translation & translated document shall be enclosed and is case of any ambiguity the true contract / copy shall be prevailed.

8. Documents Comprising the Bid

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

a. A Bid Form and a Price Schedule completed in accordance with relevant Clauses of this document and evaluation criteria.
b. Documentary evidence established in accordance with Clause relevant that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
c. Documentary evidence established in accordance with relevant ITB Clause that the services to be supplied by the Bidder are conform to the bidding documents; and
d. Bid security furnished in accordance with relevant ITB Clause or any other information required by the Procuring Agency.
e. Joint Venture (JV)/ Consortium is not allowed in this procurement.

9. Bid Form

i. The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the services provided and delivery of any items regarding the provision of desirables.
ii. The Bidder shall fill up the performa provided in the bidding document as required.

iii. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price / optional quotation will be treated as nonresponsive and rejected.

10. Bid Currencies

Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.

11. Documents Establishing Bidder's Eligibility and Qualification

i. Pursuant to ITB Clause relevant, 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.
ii. The documentary evidence of the Bidder's eligibility to bid shall establish to Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined under relevant ITB Clause.
iii. The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to Procuring Agency's satisfaction:
    a. That if a Bidder is a firm / company or organization has a valid certificate from Government entity in respect of its registration / renewal.
    b. that the Bidder has the financial, technical, managerial and production capability necessary to perform the contract;
    c. That the Bidder/ meets the qualification criteria listed in the Bid Data Sheet.

13. Conformity to Bidding Documents

i. Pursuant to relevant ITB Clause the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all offered goods and related to such services, which the Bidder proposes to supply under the contract.
ii. Documentary evidence of the eligibility of the bidder inform of literature, letter, work plan, scope of work etc. in accordance with the specification given by the Procuring Agency.

14. Bid Security

i. Pursuant to relevant ITB Clause, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
ii. The bid security shall be in Pak Rupees as per bid data sheet or as required by the Procuring Agency.
iii. Bid security of unsuccessful Bidders will be discharged or returned as promptly as possible the expiration of the period of bid validity prescribed by the Procuring Agency pursuant to relevant ITB Clause and/or as per enabling clause of PPRA rules 2014 (amended). The bid security of successful Bidder shall be released after receipt of 10% performance guarantee for entering into contract.
iv. The bid security is required to protect the Procuring Agency against the risk of Bidder's conduct before entering into contract which would warrant the security's forfeiture under the followings:

a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or found involve in corrupt practice or submit counterfeited, forged, fake or fabricated documents or disclose wrong information to Procuring Agency and/or
b. In the case of a successful Bidder, if the Bidder fails
    - To sign the contract in accordance with requirements.
    - To furnish performance guarantee in accordance with relevant ITB Clause.
    - To submit its bid in accordance with the conditions of knock out clause / basic requirement or in case of any false information or submission a fake documents or in case of any illegal / fraudulent practice.
    - In case of non-responsive towards procurement process at any stage before entering into contract.

15. Period of Validity of Bids

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, pursuant to relevant ITB Clause. A bid valid for a shorter period shall be rejected by the Procuring Agency.
ii. In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity as provided in PPRA Rules 2014 amended time to time.

D. Submission of Bids

16. Sealing/Signing & Marking of Bids

The Bidder shall seal the bid(s) (technical and financial) in separate envelopes after duly marking each page and stamping, signing of the bid(s) (each page) and then separately in an outer envelope. The Bidder then pack & seal the both envelopes in main envelope with clear name, address of the Bidder & Procuring Agency and tender title. Unsealed, shattered or unstapled bid may not be considered.

17. Deadline for Submission of Bids

i. Bids received by the Procuring Agency at the address specified must not later than the time and date specified by the Procuring Agency.
ii. The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents or on any other ground on intimation to all Bidders.

18. Late Bids

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

19. Withdrawal of Bids

i. The Bidder may withdraw its bid after the bid's submission, provided the written notice of the withdrawal received in the office of Procuring Agency prior to two (2) days of the deadline prescribed for submission of bids. In no case, late received written notice for withdrawal of bid as stated before shall be considered.

ii. The Bidder's withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of said ITB Clauses. (That request/mail shall reach in Punjab Police within – in office hours- before the day stated above).

E. Opening and Evaluation of Bids

20. Process of Procurement

Single Stage Two Envelope /process/ method shall be followed as provided hereunder in these bidding documents which is not contrary to any provision of procurement Laws/Rules.

21. Opening of Bids by the CTD Punjab

i. The Procuring Agency will open all bids in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place specified. The Bidders' representatives with authorization letter and original Identity Card who are present shall sign an attendance sheet evidencing their presence.

ii. The Procuring Agency is at its desecration may announce the withdrawal of any bid as requested by the Bidder as provided in preceding/ relevant part, whether in its present or absent; or may call any detail(s) at the time of bid opening as deems appropriate. No bid shall be rejected at bid opening (after opening the bids), except for late bids, which shall be returned unopened to the Bidder or bids with outbid security as provided & required. Once the bids are opened it shall be evaluated accordingly.

iii. The bid without required documents/ documentary evidences, unsigned or unstamped documents or deficient in any manner may not be considered for the evaluation. Evaluation of submitted proposal will be made on the basis of provided documents only and Procuring may forfeit the bid security in such eventuality if submitted bids are deficient or legally incorrect.

22. Clarification of Bids

i. During evaluation of the bids/prior the signing of the contract or till the completion of the contract or thereafter, the Procuring Agency may, at its discretion, may ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, accepted or permitted.

ii. The Procuring Agency, during evaluation of the bids/prior the signing of the contract may also ask for the following clarification inter alia;

   a. Request for any technical information deemed essential for the development of the solution design document.

b. Familiarize themselves with the works to be performed in accordance with the Inquiry documents.
c. Request the locations coordinates and Point of Contact (POC) from the concern office.
d. Familiarize themselves with the working conditions, applicable laws and regulations, labor conditions, environmental aspects and all other conditions that can affect timely delivery of required goods.
e. Make his own arrangement and inquiries with regards to transportation of own staff and equipment.
f. Ask to the bidder for test report from any lab or institution at the Bidder's cost or ask for submitting the fee for such test.
g. Any other certificate that Procuring Agency deems necessary for the said project.

iii. The Procuring Agency, at any level prior and after the contract execution may ask for the following including any other Inspections & Tests:
a. Procuring Agency or its representative shall have the right to assign any team to inspect and/or to test the goods/desirables to confirm their conformity to the Contract specifications. The Procuring Agency shall notify the Bidder in writing the details of Point of Contact (POC) for this purpose.
b. The inspections and tests may be conducted on any premises. If conducted on the premises of the Bidder, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the officer deputed for inspection at no charge.
c. If any inspected or tested goods/desirables (once or more time) fail to conform to the Specifications, the Procuring Agency may reject the offer of the bidder, and the Bidder shall either replace the rejected goods or make alterations necessary but not contrary to the required specification to meet the specification requirements free of cost to the Procuring Agency.
d. Any other action may be taken by the Procuring Agency to inspect or test.

23. Preliminary Examination

i. The Procuring Agency's representatives (bid opening committee if notified) will preliminary examine the received 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, whether the bidding document fee is paid and whether the bids are generally in order.
ii. The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation or change the substance of the bid, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
iii. The bid security submitted by the bidders shall be verified from the respective bank at the time of bid opening or thereafter.

24. Qualification & Evaluation of Bids

i. The Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the Evaluation Criteria provided in this bidding documents.

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

iii. The Procuring Agency (Technical Evaluation Committee) will technically evaluate and compare the bids, which have been determined to be substantially responsive, as per Technical Specifications/ Requirement/ Evaluation criteria in as per bid evaluation criteria.

iv. The technical responsive bidders shall be intimated accordingly and the technical disqualified/ irresponsive bidder may collect their financial bids subject to submitting an application to the Procuring Agency with the contents/ acknowledgement that he/it is satisfied with the technical results announced by the Procuring Agency and shall not object against this process before any legal Forum/Court.

v. If a technically disqualified bidder shows its dissatisfaction in writing on technical evaluation report/results, its financial bid(s) will be retained till the decision of grievance committee and will be returned accordingly.

vi. Any bidder whose bid has been declared irresponsive or disqualified by the Committee/ Procuring Agency he may file his grievance in writing before the Grievance Redressal Committee of the Procuring Agency within three (10) days after the opening of financial bid.

vii. The Procuring Agency shall only financially evaluate bid/ bids, which are declared technically responsive, and the quoted price shall be inclusive of all prevailing taxes and duties, if otherwise not mentioned.

viii. Financial evaluation bid shall be free from all computational errors.

25. Announcement of Evaluation of Bids

The Procuring Agency shall announce the evaluation report (technical & financial) through email/ fax/ letter or any other way and also follow the guidelines of the government in this regard.

26. Contacting to the Procuring Agency.

i. No Bidder or its any representative shall contact/ approach the Procuring Agency on any matter relating to its bid after its submission, at the time of the bid opening or at the time of bid evaluation or before the report is made public. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it shall do so in writing.

ii. Any effort by a Bidder to influence the Procuring Agency during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid and forfeiting of its bid security and its blacklisting.

F. Award of Contract

27. Award Criteria

i. Subject to ITB Clause relevant, the Procuring Agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive in accordance with the evaluation criteria and has been determined to be the lowest evaluated bid as defined in PPRA Rules 2014 subject to the confirmation of its sample as per approved specification.

ii. In case if more than one Bidder quotes the same cost / equal (lowest bid) the Procuring Agency may ask only to those lowest Bidder at once to submit their financial bids again.

28. Procuring Agency Right to Accept or Reject All Bids

The Procuring Agency reserves the right to reject all bids, or any lot in case of more than one lot and to annul the bidding process at any time prior to contract award. In such rejection, Procuring Agency shall incur no liability, solely or by virtue of its invoking the clause of rejection towards the Bidder or any obligation to inform the Bidder the grounds for the rejection of bids.

29. Notification of Award

Prior to the expiration of the period of bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or by email, that its bid has been accepted subject to verification of the performance guarantee (if any). However, such acceptance shall not be termed as a contract or the Bidder(s) cannot make any claim or treat such notice as a vested right of the contract on this ground.

30. Signing of Contract

i. After notifications to the successful Bidder that its bid has been accepted, the successful Bidder will send the same notification to the Procuring Agency after signing and stamping within a week or before. Subsequently, the stamp paper for the Contract shall be provided by the lowest evaluated bidder within five (05) days (or extendable date or as per requirement by the Procuring Agency). After signing of the contract or contingent contract, the Procuring Agency may issue separate work order to the contractor.

ii. Prior to that signing of the contract the successful Bidder may discuss any issue regarding the contents of the contract with the Procuring Agency. Nevertheless, there shall be no variation or amendment in the contract without prior approval or consent of the Procuring Agency. However, no amendment, variation shall be allowed that violates the principles of procurement.

iii. If the successful Bidder fails to submit the contract in the prescribed time period as mentioned above, the next lowest evaluated Bidder (whose bid is responsive and

acceptable) may be issued a letter of acceptance. In such case, the bid security of the former Bidder shall be forfeited in addition to any other legal action.

31. Commencement of the Contract

The Contract shall be commenced after its signing subject to confirmation the performance guarantee (if any) from the concern bank and satisfaction of the sample by the Procuring Agency.

32. Performance Guarantee

i. Within Five (05) days or as per requirement of the Procuring Agency, on receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the performance guarantee i.e. 10% of the total contract value, on the performance guarantee Form provided in the bidding documents.

ii. Failure of the successful Bidder to comply with the requirement of relevant ITB Clauses or any other requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/black listing, in which event or on any other reason deems appropriate, the Procuring Agency may make the award to the next lowest evaluated Bidder or call for new bids.

33. Corrupt or Fraudulent Practices

i. The Procuring Agency requires that Bidders, observe the highest standard of ethics during the procurement and execution of agreement/ contract(s). For the purposes of this provision, the terms set forth in PPRA Rules/ Act or any other Law(s)/ Rule(s) of the Pakistan for corrupt or fraudulent practices shall be applicable:

ii. The Procuring Agency will debar a firm/ company, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014 in any case if deems so.

iii. Furthermore, Bidder shall be aware of the provision stated in General Conditions of Contract.

34. Grievance Redressal Committee

The Procuring Agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of Bidder (s) that may occur prior to the entry into force of the procurement contract.

a. Save as clause 24 above, any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten (10) days after the announcement of the bid evaluation report.

b. The committee shall investigate and decide upon the complaint within fifteen (15) days of the receipt of the complaint.

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

35. Settlement of Disputes after issuance of Contract

After signing of procurement contract any dispute between parties of the contract shall be settled through a dispute resolution/ arbitration committee (that shall be notified or already notified). Method of resolution would be as under: -

a. Aggrieved party shall submit an appeal against any decision/ act of the Authority (within 15 days) before SSP/Admn CTD HQ Lahore who shall entrust the matter to a three members Resolution/Arbitration Committee to examine the case and submit its recommendations before the SSP/Admn CTD HQ Lahore within 15 days.

b. The affected party can file a revision appeal to the Addl: Inspector General of Police, CTD Punjab (within 15 days) against the decision of SSP/Admn CTD HQ Lahore after such announcement. Before filing such revision the aggrieved person should be required to give an undertaking (in writing) to the effect that the decision of the Addl: Inspector General of Police, CTD Punjab what so ever shall be acceptable to him and that he shall not utilize any legal forum/ court after the decision of Addl: Inspector General of Police, CTD Punjab or object such decision.

36. General Guidelines for the Bidder

i. In case of any illness/ injuries/ causality resulting from any accident to the staff of Bidder; The Procuring Agency shall not take any responsibility for the same toward compensation, medical care or meeting any/all medical expenses incurred for the same.

ii. In case of any labor dispute regarding the employees of Bidder, the Procuring Agency shall not facilitate to the Bidder or wait for its resolution. However, in no case the schedule work/ services shall be disturbed and the Bidder ensure its completion within timeframe and such circumstances never be treated as force majeure.

iii. In no case the Procuring Agency shall be responsible for the conduct/ behavior/ action of the Bidder or its employees toward the breach of any law of the land.

Evaluation Criteria

Sr. #	Description	Allocated Marks	Total Marks
1	**Company Profile & Experience**		**35**
i.	**Company Profile** Years of operations (Registration date of NTN/FBR) • Maximum marks shall be awarded, if the firm has 10 years of experience. • For less than 10 years marks shall be awarded as: $\frac{\text{No. of Years (Experience)}}{10} \times 10$	10	
ii.	**Relevant Experience** Similar assignments/supplies over last 05years 1 similar project=5 marks 2 similar projects= 10 marks	15	

	3 similar projects = 15 marks **Purchase orders/supply orders/completion certificates must be attached, otherwise, no marks shall be awarded.**		
iii.	**Value of Projects** Capital Cost of projects/Supplies completed over last 05 years **If the total value is equal & more than PKR:** Total estimate of current purchase x 1= 5 marks Total estimate of current purchase x 2 = 10 marks **Purchase orders/supply orders/completion certificates must be attached, otherwise, no marks shall be awarded.**	10	
2	**Financial Position**		**30**
i.	**Annual Turnover (last 03 years)** **If the total annual turnover of last three years is equal or above PKR:** Total estimate of current purchase x 1 = 5 marks Total estimate of current purchase x 2 = 10 marks **Audit statement of last three financial years must be attached, otherwise, no marks shall be awarded.**	10	
ii.	**Tax Return** Active Tax Payer for Financial Year 2020-21	10	
iii.	**Bank Balance/Credit Limit** If bank balance/credit limit up-to 30th June 2021 is equal or more than estimate of current purchase, full marks shall be awarded. Otherwise, the marks shall be awarded as: $\frac{\text{Closing Balance/Credit Limit}}{\text{Estimate of Current Purchase}} \times 10$	10	
3.	**Human Resource**		**35**
i.	**Total HR strength of firm/company (Payroll of June 2021 mandatory)** **Following criteria shall be followed:** $\frac{\text{Number of Employees}}{20} \times 20$ **List of staff will be provided by bidder with necessary details (Payroll of June 2021).**	20	
ii.	**List of Technical Staff** • Technical staff having Bachelor/Masters degree/Technical Qualification. • 05 marks for each technical personal. **CV with educational degrees & experience letter is mandatory, otherwise no marks shall be awarded.**	15	
Total			**100**
Only the bids securing minimum 65% marks would be declared technically accepted.			

Section II General Conditions of Contract

1. Definitions

In this Contract, the following terms shall be interpreted as indicated:

a. "Applicable Laws/ Rules" means the laws/Rules of Islamic Republic of Pakistan/Punjab, as they may be issued and enforced from time to time.

b. "Authority" means CTD Punjab, Lahore.

c. "Bid Security" means the bank guarantee or CDR submitted by a Bidder together with a bid to secure the obligations of the Bidder participating in a bidding proceedings

d. "Blacklisting" means debar the Bidder to participate in any procurement process on any ground provided in the document and uploaded its status on PPRA website or any other procurement site of the country/world.

e. "Competent Authority" means Addl: Inspector General of Punjab, CTD Punjab & SSP/Admn CTD HQ, Lahore who acts on behalf of Addl: IGP/CTD Punjab.

f. "Conflict of Interest" means

i. where a Bidder could be perceived as providing biased professional advice to a procuring agency to obtain an undue benefit for himself or those affiliated with him;
ii. receiving or giving any remuneration directly or indirectly in connection with the assignment except as providing in the contract;
iii. any engagement in consulting or other procurement activities of a Bidder that conflicts with his role or relationship with the procuring agency;
iv. where an official of procuring agency engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect

g. "Contract" means the agreement entered into between the Competent Authority and the Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

h. "Contract Price" means the price payable to the lowest evaluated bidders under the Contract for the full and proper performance of its contractual obligations.

i. "Company" means a company registered or deemed to be register under Companies Act, 2018 or under any other authority or foreign company registered in Pakistan.

j. "Corrupt & Fraudulent Practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; 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, non-competitive levels and to deprive the procuring agencies 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:

i. Coercive practice by impairing or harming or threatening to impair or harm, directly or indirectly, any party or property of the party to influence the action of the party to achieve a wrongful gain or to cause a wrongful loss to another party;
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;

iii. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

iv. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to misleads, a party to obtain a financial or other benefit or to avoid an obligation;

v. Obstructive practice by harming or threatening to harm, directly or indirectly, person 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 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;

k. "Day" and "Year" means calendar day/ year.

l. "GCC" means the General Conditions of Contract contained in this section.

m. "Performance Guarantee" means the bank guarantee or CDR submitted by the bidder to secure obligations under the contract in accordance with the requirement in the bidding document

n. "Province" means Punjab Province.

o. "SCC" means the Special Conditions of Contract.

p. "Bidder" means a legally established professional individual/ firm/ company or entity that may provide/provides the desirables/goods to the Procuring Agency under the contract.

q. "The Services" means the work/services to be performed by the firm/company or entity / pursuant to the contract for the completion/delivery of the required goods as per the specifications.

r. The "PPRA Rules'' means the Punjab Procurement Rules 2014 amended to date or any other instructions of the Government relating to the procurement process.

s. "The Delivery Place/ Site," shall be CTD HQ, opposite Jallo Park, Lahore or any other place directed by the Procuring Agency

2. Application

These General Conditions shall apply to the extent that provisions of other parts of the Contract do not supersede them.

3. Procurement Items/Goods

The procurement items/Goods mean the provision the product as defined in the specification data sheet or in any other part of this document or attached herewith.

4. Use of Contract Documents and Information; Inspection and Audit by the Bank

i. The Bidder shall not, without prior written consent of the Procuring Agency, 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 Procuring Agency in the performance of the Contract.

ii. The Bidder shall permit the Procuring Agency to inspect the Bidder's accounts and records relating to the performance of the Bidder and to have them audited by auditors appointed by the Procuring Agency, if so required.

5. Performance Guarantee

i. Within Five (05) days after issuance of acceptance letter, the successful Bidder shall furnish performance guarantee to the Procuring Agency in the amount specified in SCC or by demand or before the execution of the contract.

ii. The proceeds of the performance guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.

iii. The performance security shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in a form of, Bank guarantee or CDR issued by a reputable bank located in Pakistan, in the form provided in the bidding documents.

iv. The performance guarantee will be discharged by the Procuring Agency and returned to the Bidder following the date of completion of the Bidder's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

v. The performance guarantee shall be verified from the concerned bank and in case of its non-confirmation, the Procuring Agency has right to blacklist or take any legal action under PPRA (2014) Rules against such Bidder.

vi. In case the Procuring Agency terminates the contract on any ground provided in the bidding documents/contract the performance guarantee may be forfeited.

6. Transportation

i. The lowest evaluated Bidder is required to provide the desired goods or the related services/works connected with the scope of the specifications as per the contract or required by the Procuring Agency or requirement to complete the assignment on a specified place of destination and such related costs shall be included in the Contract Price and cannot be claimed separately in addition to the contractual price.

ii. The lowest evaluated Bidder shall be responsible to complete the given assignment as per the settled specification within the time period decided by the parties and such bidder shall be responsible to handover the goods/desirables at CTD HQ opposite Jallo Park, Lahore or any other place as directed by the Procuring Agency. No cost what so ever shall be paid to the contractor in any case by the Procuring Agency for the transportation or delivery. The bidder shall be responsible of any damage/loss during transportation.

7. Bidder's Responsibilities

Bidder shall ensure the completion of the assignment in accordance with the terms of the contract after approval of the Procuring Agency.

8. Payment & Prices

The terms and conditions of payment to be made to the successful Bidder shall be as per contract.

9. Change Orders

The Procuring Agency at any time, by a written order issued to the successful Bidder, may make any changes in terms of extension of delivery time (if requested by the successful bidder in writing) or increase/decrease in the quantity under PPRA Rules-2014.

10. Contract & its Commencements

i. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

ii. After signing of the contract the Procuring Agency may issue separate purchase order to the contractor.

11. Delays in the Bidder's Performance

i. Delay in provision/delivery of goods by the Bidder in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements shall not be tolerated and in such default penalty for delaying delivery shall be imposed @ 0.1% per day of the total contract amount and the maximum penalty in such delay shall be 10% of the total amount of the contract.

ii. The Procuring Agency's focal person shall conduct visit to the sites in order to monitor progress. The Bidder shall not obstruct visit of Procuring Agency's focal person and provide full facilitation to such person.

12. Termination for Default

i. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidders, may terminate this Contract in whole or in part:

   a. If the Bidder fails to perform his obligations/delivery of goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC relevant Clause or

   b. If the Bidder fails to perform any other obligation(s) under the Contract.

   c. If the Bidders, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "Corrupt practice" means that defined in PPRA Rules 2014 or Act 2009 amended to date. However, the Procuring Agency shall follow the prevailing rules and law in case of termination of the contract, if required.

ii. In the event the Procuring Agency terminates the Contract in whole or in part, the Procuring Agency may procure, upon such terms and in such manner as it deems

appropriate Services/desirables similar to those undelivered, and such additional costs shall be payable by the Bidders. However, the Bidder shall continue performance of the Contract to the extent not terminated. In case of termination by the Procuring Agency or by the Bidder, the performance guarantee shall be forfeited.

13. Force Majeure

i. Notwithstanding anything contrary provided in the provisions of GCC Clauses, the Bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

ii. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable.

iii. If a Force Majeure situation arises, the Bidder 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 Bidder 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. The benefit of Force Majeure shall be in favor of Procuring Agency if it happened anytime.

14. Termination for Insolvency

The Procuring Agency may at any time terminate the Contract by giving written notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidders, 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.

15. Termination for Convenience

i. The Procuring Agency, by written notice of seven (07) Days to the Bidders or without such notice, may terminate the Contract, in toto or in part, at any time before the accomplishment of the contract for its convenience. In case of issuing the notice of termination, the Procuring Agency shall specify that the termination is for the Procuring Agency's convenience, to what extent/or whole of the contract with the Bidder is terminated, and the date upon which such termination becomes effective. In case of such termination the provided performance or delivered goods before the period of such termination may be considered by the Procuring Agency if satisfied.

ii. All enabling Laws of the land including clauses of PPRA Laws/Rules/Regulations shall be strictly followed in process of procurement or black listing or contract management etc.

16. Resolution of Disputes/Grievance Committee

i. The Procuring Agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

ii. Save as otherwise in ITB or above any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten (10) days after the announcement of the bid evaluation report.

iii. The committee shall investigate and decide upon the complaint within fifteen (15) days of the receipt of the complaint.

17. Governing Language

The Contract shall be written in the language English. The version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract/ process which are exchanged by the parties shall be written in the same language. In case of any other language the authenticated translation dully attested may be added with bid and, in case of any ambiguity the language of original documents shall prevails.

18. Applicable Law

The Procurement process & Contract shall be commenced and competed in accordance with the applicable laws of Islamic Republic of Pakistan/ Punjab.

19. Notices

Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by fax or by email or any other modern devices (accepted by Procuring Agency) and confirmed in writing to the other party's address specified in the bidding document and construed its receiving if not responded.

20. Taxes and Duties

Bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until full satisfactory delivery to the Procuring Agency.

21. Corrupt or Fraudulent Practices

i. The Procuring Agency requires that Bidder's, observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth in PPRA Rules /Act shall be applicable:

   a. The Procuring Agency will debar a firm/company Bidder or what so ever named, in accordance with Blacklisting procedures under Punjab Procurement Rules 2014 in any case if deems so

ii. Furthermore, Bidder shall be aware of the provision stated in the General Conditions of Contract.

22. Blacklisting Mechanism

i. The Procuring Agency may, under the PPRA or any other applicable Law(s) for a specified period, debar a Bidder from participating in any public procurement process of the Procuring Agency, if the Bidder has:

   a. Acted in a manner detrimental to the public interest or good practices;
   b. Consistently failed to perform his obligation under the contract;

c. Not performed the contract up to the mark;
d. Indulged in any corrupt practice.

ii. If Procuring Agency debars a Bidder, the procuring agency:
   a. Shall forward the decision to the Punjab Procurement Regulatory Authority (PPRA) for publication on the website of the PPRA; and
   b. May request the PPRA to debar the Bidder for procurement of all procuring agencies.

iii. The Procuring Agency has right to take any legal action against the Bidder or company if he/they are found involve in corrupt practice in addition to blacklisting.

23. Completion of Work/ Supply of goods

i. The authorized person of the Procuring Agency shall issue a satisfactory performance certificate to the Bidder on the completion of such work/ delivery of goods entrusted to him through the contract by the Procuring Agency.

ii. On basis of this completion certificate the contractor shall claim the payment from the Procuring Agency.

24. Instruction Regarding Letter of Credit Cases

i. L/C request should invariably be sent to Accountant General, Punjab/ Director General Audit & Accounts, (Works), in triplicate. These copies should be clear and legible, otherwise the same may be returned by the State Bank of Pakistan.

ii. L/C request should be sent to the State Bank through Accountant General, Punjab/ Director General Audit & Accounts (Works) well in time so that it should be established keeping in view the date of shipment/ validity given in the L/C request. Similarly, the L/C request should be sent well in time of the last date of registration of freeing exchange amount against the shipping period of stipulated therein.

iii. L/C request should contain complete address of the beneficiary.

iv. The objection raised by the State Bank of Pakistan on L.C. Request/ shipping Documents must be dealt with promptly and the State Bank informed within three days of the receipt of the objection.

v. Whenever the stores are required to be shipped/ delivered by post parcel, there is no need of calling for bill of Lading. It should be clearly laid down in the A/T as well as L/C request that the stores are required to be dispatched by post parcel.

vi. The name of the Inspection Authority should be clearly mentioned in the A/T as well as L/C request.

vii. The amount of L/C should always be mentioned in figures as well as words.

viii. Where the amount of L/C is desired to be increased the validity of L/C should always be extended suitably.

ix. Where any increase/ decrease in the L/C amount is demanded it should be routed through the Accountant General, Punjab/ Director General Audit & Accounts (Works).

x. Where any extension in the shipment/ validity is demanded, it should be made well in advance of the expiry of the extended date of shipment/ validity.

xi. The authority to change the amount to be increased in foreign exchange allocation for the shipping period in question should be mentioned in the letter demanding increase in the L/C amount.

xii. The amendment letter of L/Cs should be sent in triplicate like the original L/C request.

xiii. In correspondence with the State Bank, their reference should always be quoted to avoid delay in the disposal of cases.
xiv. Amendments other than those of increase/ decrease in the L/C amount or extension in shipment/ validity may be sent direct to State Bank.
xv. Request for extension in date of shipment/ validity should be dealt with promptly.
xvi. L/C register to watch the progress of L/C should be maintained.

iii. The stores imported against L/C. should be got released by the Liaison Officer (Clearance) S&GAD Govt. of the Punjab or the officer/ authority nominated by Government from time to time.

Section III 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.

1. Definitions

a. The CTD PUNJAB: The Procuring Agency
b. The country: Islamic Republic of Pakistan
c. The Delivery Place / Site is: The place where the store is to be delivered by the firm.

2. Bid Validity

The bid validity time/period will be till the closure of financial year. In case of any extreme reason the Procuring Agency may extend the bid validity period for the same period as per applicable Law(s). In case of any fraud, false document or discrepancy the Procuring Agency reserves the right to initiate a legal proceeding and forfeiting bid security/performance guarantee including blacklisting of the bidder as per procurement procedure/PPRA Rules 2014 (amended).

3. Termination

The Procuring Agency has the right to scrap the procurement process at any stage before the signing of the contract or to terminate the contract as per his convenience without prior notice or by written notice of seven (07) days. The duration of the contract shall be decided at the time of contract signing, the contact may be for a specific period till the successful completion of the assignment or more or less. In addition to the contract, in case of extended contract, work order shall be issued to the contractor for a specific goods without compromising the rates in accordance with the applicable laws and such work order shall be terminated on its time completion or prior to that as per covenant of Procuring Agency.

4. Firm/Individual Details

Bidders shall submit complete details of their firm/individual, offices, workplaces, and staff along with postal address, Phones / Fax numbers, E-mail and Website information.

5. Goods Detail

The bidders are required to specify make, brand, country of origin and furnish detailed descriptive literature/ catalogue *(where applicable)* along with their offers for respective items.

6. Import Documents

In case of goods/ items imported origin, the supplier shall produce import documents at the time of inspection to ensure that stores offered for inspection are imported, brand new and in the original packing of the manufacturer.

7. Warranty & After Sale Service

The offers of warranted products and after sales service would be given preference and the same should clearly be mentioned in the bids. The period of warranty/after sales service shall be as per specification/purchase order and starts from the date of goods/ items delivery. The vendor shall be bound to immediately replace/repair the defective goods/ items or provide after sales service without any charges.

8. Delivery of Goods

i. The required goods are required as per given specifications and approved sample or is specifically described in bidding documents. In case of any confusion/ambiguity in qualifying criteria of inspection, the contents of the specifications will prevail as knock out criteria.

ii. In case, the approved sample is obsolete by OEM and upgraded model is available in the market, then it will be at the discretion of Procuring Agency to accept the goods with same financial proposal.

9. Accounting Unit

The bids should be submitted on the basis of accounting unit specified in the tender notice otherwise the offer shall be ignored.

10. Documentation Standards

Any erasing/ cutting/ crossing etc. appearing in the offer shall not be allowed and bid shall be considered rejected. Moreover, all pages to the bidding documents must also be properly signed.

11. Affidavit

An affidavit minimum of Rs.100 should be provided by the bidders that their firm/individual has never been blacklisted by any Government Department.

12. Tax Certificate

The bidders should specifically indicate their NTN / GST No. and Circle of the Income Tax Department. Latest Tax return submitted must be included as a proof that the firm is presently a Tax paying business.

13. Sample Submission

The bidders have to deposit their sample(s) (if asked) within 10 days from the date of opening of the tenders 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 in the period for depositing of samples, (on request of the firm/individual).

14. Violation of Standard Specifications

Goods/ items found not according to the standard specifications will be rejected at the cost of the contractor and may also result in forfeiture of security and blacklisting the firm/individual.

15. Payment to Contractor

Upon receipt of Goods/ Items and the inspection of goods/ items, and after satisfaction the inspection note and the bill for payment will be forwarded to the office of Accountant General Punjab, for payment to the contractor.

16. Contract Amendments

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. However, in such eventuality the contractor/ bidder shall write to the procuring agency well in time but not later than seven days of such occurrence/development and thereafter procuring agency may consider that application of amendment and decide it keeping in view the Value for Money. Nevertheless, the offered item/ good should not be inferior to the specification set forth in the bidding documents and any cost/ price escalation shall not be acceptable. Save as above any other conditions of the contract may be discussed and amended with the mutual agreement of both parties without amendment in the value of the contract.

17. Assignment

The Supplier shall not assign, in whole or in part, its obligations to any other person/agent/sub-agent/supplier or dealer to perform under this Contract, except with the Procuring Agency's prior written consent.

18. Liquidated Damages in Case of Late Deliveries of Stores

i. The rate of the liquidated damages shall be 0.1 % of the contract price per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 10% of the contract price.
ii. The supplier who refuses to pay liquidated damages or delays supplies shall be blacklisted. The Procuring Agency shall make payment of the balance amount after deduction on liquidated damages.
iii. Recovery of the liquidated damages may be affected from the payments due to the contractors from other purchases being carried out in Procuring Agency.

19. Inspection Criteria

The supplier shall afford at his own expenses that authorized person of Procuring Agency shall have full and free access at any time during the contract to the supplier's works. The supplier will make arrangements for the stores or any part thereof, to be inspected at his premises or at any other place. The supplier shall pay all cost connected with such tests and provide without extra charges all materials, tools, labour and assistance of every kind which the authorized person of Procuring agency may consider necessary for any tests and examination other than special or independent tests, and

shall pay all cost attendant thereon failing these facilities (in regard to which the authorized person of Procuring Agency will be the sole Judge) at his own premises for making the tests. The supplier shall bear all the costs associated with it. The supplier shall also provide and deliver free of charge at such place as the authorized person of Procuring agency may direct such material, as he may require for testing by chemical or other analysis or independent testing. In the event of such tests being unsatisfactory and resulting in or leading to the rejection of the stores concerned, the cost of the test will be borne by the supplier which is charged by the Laboratory concerned.

20. Insurance

The goods supplied under the Contract shall be Delivered Duty Paid (DDP) and CIF etc. (where applicable) as mentioned under which risk is transferred to the buyer after having been delivered; hence, marine and inland insurance coverage is Supplier's responsibility. The Supplier shall ensure insurance in advance in full on prevailing premium rates at the time of shipment of the Goods on the behalf of the Procuring Agency for which the cost is inclusive in the Contract Price.

21. Method of Test

The Procuring Agency shall have the right to put all sorts of materials forming part of some or any part thereof, to such test as it may think proper for the purpose of ascertaining whether the same are in accordance with the particulars and to cut out or off, and/ or destroy a portion from each delivery for such purpose without prejudice to this right. During test & trail, the specifications as well as compatibility with Procuring Agency's sample shall also be checked.

Rejection: If any goods/ items are rejected as aforesaid then without prejudice to the foregoing provisions, the Procuring Agency shall be at liberty to: -

i. Allow the supplier to resubmit goods/ items in replacement of those rejected within a time specified by the Procuring Agency, the contractor bearing the cost of freight on such replacement without being entitled to any extra payment, or
ii. Buy the quantity of the goods/ items rejected or others of a similar nature elsewhere as stated in above clauses at the risk and cost of the supplier/ contractor without effecting the supplier's liability as regards supply of any further consignment due under the contract; or
iii. Terminate the contract and recover from the contractor/ supplier's loss, the Procuring Agency thereby incurs.
iv. The decision of the Authorized officer of procuring agency as regards rejection as aforesaid shall be final and binding on the parties. The contractor/ supplier shall not be entitled to any gain on repurchase.
v. Contractor/Suppliers should note that if the goods/ items inspected and released by the specified person of the procuring agency are rejected by the actual user/ consumer and on re-inspection of such goods by the procuring agency in the presence of contractor/ supplier's representative it is concluded that rejection is justified in terms and conditions of the contract the goods stand rejected and shall be replaced by the contractor/ supplier at his own risk and cost failing which the goods shall be purchased at his risk and expense.

22. Submission of the Bid

Save as otherwise the bidder shall provide sample with its bid where applicable.

The participating firms are required to deposit samples at the CTD HQ, opposite Jallo Park, Lahore within 10 days after tender opening.

STANDARD FORMS

1. Tender Notice

Purchase of Goods
Punjab Police requires sealed bids / tenders for the supply of goods:

Sr. No.	Tender Name of Item	QTY	Last date and time for receiving tender/venue	Date and time for opening tender	Bid security (3% of estimated price)	Total Estimated Cost
1	Goods	---------	---------	---------	-do-	----

Interested eligible bidders can get the tendered item's specification after submission of written application along with tender fee PKRs(non-refundable) which shall be issued only during working hours immediately after publication of this tender. A copy of the Bidding Documents is available for information and can be download from the websites https://ctrl.rm@punjab.gov.pk and ww.ppra.punjab.gov.pk. In case the bidding documents are downloaded from websites, the required cost of the bidding documents shall be paid at the time of submission of bids.

Sealed bids are required to reach as per above schedule in the office of SSP/Admn, CTD HQ, opposite Jallo Park, Lahore latest by _____ on _____. The bids shall be opened on the same date after 30 minutes of its closing time as mentioned above.
Senior Superintendent of Police / Administration,
CTD HQ, opposite Jallo Park, Lahore

2. Sample Collection Form

To be filled by Technical Committee of Procuring Agency				
Name of Item	**Make/Model**	**Quantity**	**Detail/observation**	**Date of Submission**
Punjab Police Department (Representative)				
To be filled by supplier/contractor				
Name of Item	**Make/Model**	**Batch No.**	**Clarification of the Observation**	**Dated**

Signature of Bidder

3. Performance Guarantee Form

To: Addl: Inspector General of Police, CTD HQ, opposite Jallo Park, Lahore.
Whereas *[Name of Supplier]* (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to supply *[description of goods]* (hereinafter called "the Contract").

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 10% of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

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

This guarantee is valid until the_____ day of_____, 2022__

Signature and Seal of the Guarantors/Bank
Address _____
Date _____
Note: It should be valid for a period equal to the warranty period.

The contract will be signed/ issued after submission of this Performance Security.

4. Manufacturer Authorization Form

Certificate To Be Filled In By Bidder

1. We hereby confirm to have read carefully the description of stores and all the terms & conditions of bidding documents/tender notice IPL No._____ due for opening on-_____ for the supply of _____ and agree to abide by all terms & conditions etc. of the Police Department.
2. We also hereby categorically confirm that the stores offered by us are exactly to the particulars and specification as laid down in your bidding documents/ tender notice in all respects.
3. We also hereby confirm that the store will be supplied as per tender specifications and as per schedule period specified in the contract and in case of failure the Procuring Agency reserves the rights to forfeit our security including blacklisting the firm.

Name of Bidder: _____
Signature of Bidder: _____
Designation: _____

Seal: _____

Witness:

Name: _____
Signature: _____
Full Address: _____
CNIC #. _____

5. Contract Form

In confirmation to letter ***No. --------/CTD/L&P, dated ----------***

CONTRACT BETWEEN
CTD Punjab and *M/s* ----------.

This agreement is executed on_____

1.	Contract No.	**No.**		**/CTD/L&P**	
2.	Contractor's Name & Address.				
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**	**Rate per unit in Rs.**	**Total value in Rs.**
1	---------- *(As per approved sample and specifications).*		---------	-------- (*Including* all taxes whatsoever)	--------- *(---------- only)*
8.	Name and Address of Consignee.				
9.	Dispatch Instructions.				
10.	Inspection Authority.				
11.	Technical Officer.				
12.	Packing & Marking.				
13.	Delivery Schedule.				
14.	Place of Delivery.				

15.	Payment.	
16.	Part Payment/Part Supply	
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 numbered. 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 SSP/Admn CTD HQ, Lahore 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) In case, any minor deviation / discrepancy is observed in the delivered stores, which can be rectified without effecting the quality of the stores, the Inspection Authority, despite rejecting the whole stores, may direct the supplier to remove the same within the period fixed by the Procuring Agency, with or without imposition of liquidated damages (in case of delay). In case of non-compliance to remove the deviations / discrepancies, within due period, the Inspection Authority will have the right to reject the stores.

(i) In case of rejection of goods, the supplier shall be bound to replace the stores within stipulated time as decided by the Procuring Agency, with or without imposition of liquidated damages due to delay.

(j) 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.

19. **Liquidated Damage**.

The delivery period is essence of the contract. Liquidated damages will be imposed as per Section-II GCC Clause 11 of the bidding document. 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.

20. **SECURITY**.

A sum of ***Rs.--------/- (Rupees ---------- only) in the form of ----------, dated -------- 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.

Note: Further the bidding documents shall be part of contract.

----------,
----------.
(Contractor)

Senior Superintendent of Police/Admn
for Addl: Inspector General of Police,
CTD Punjab, Lahore.
(Contractee)

i. Witness_____.

ii. Witness_____.

6. Purchase Order Form

[On Government Letter Head]

OFFICE OF THE
SENIOR SUPERINTENDENT OF POLICE/ADMN
CTD PUNJAB,
GOVERNMENT OF THE PUNJAB

Purchase Order/Commitment Form

To: ***M/s*** **---------,**
----------.

DDO Name:		**Purchase Order No.**	***/CTD/L&P***
DDO Reference No:		**Date**	
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**	**Rate per unit in Rs.**	**Total value in Rs.**
1.	------- *(As per approved sample and specifications).*	----	------ (*Including* all taxes whatsoever)	-------- *(---------- only)*

8.	Name and Address of Consignee.	
9.	Dispatch Instructions.	
10.	Inspection Authority.	

11.	Technical Officer.	
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Note: Further the bidding documents shall be 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. "---------" for the financial year 2021-2022. ----------, 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:- SSP/Admn, CTD HQ, opposite Jallo Park, Lahore
4. INDENTOR: SSP/Admn, CTD HQ, opposite Jallo Park, Lahore
5. CONSIGNEE: SSP/Admn, CTD HQ, Lahore on behalf of the Addl: 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 SSP/Admn CTD HQ Lahore.

6. SSP/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.

7. AFFIDAVIT

(To be filled on Rs.20 Stamp Paper)

Integrity Pact

We____(Name of the bidder / supplier) being the first duly sworn on oath submit, that Mr. / Ms.____(if participating through agent / representative) is the agent / representative duly authorized by___(Name of the bidder company)___hereinafter called the Contractor to submit the attached bid to the _____(Name of the Procuring Agency)____Affiant further states that the said M/s (Bidding Firm/Individual Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the ___(Name of the Procuring Agency) any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving under advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

_____

Signature & Stamp

Subscribed and sworn to me this _____day of _____

_____Notary Public

8. Delivery & Completion Schedule

[In case of multiple contacts; separate table shall be used for each lot.]

The delivery period shall start as of _____.

Item No.	Description of Goods	Delivery Schedule (Duration)	Location	Required Arrival Date of Goods

9. Specification Form

(To be filled by bidder)

Sr. No.	Item Name	Specification Dimensions

10 Bidder Profile

Sr.#	Particulars
1.	Name of the company
2.	**Registered Office**
Address	
Office Telephone Number	
Fax Number	
3.	**Contact Person**
Name	

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

a) Bid Security

#	**Particulars**	**Please furnish details**
1.	Name of the Bank	
2.	CDR / Bank Guarantee	
3.	Date	

b) Audited Financial Statement Attachment (Last 3 years)

Yes	No

c) Details of Experience (Last Five Years)

(i)	**Similar Project (Agency/Department)**	**Item Name**
(ii)	**Value of total Projects/Tenders/POs**	**Amount**

d) Staff Detail and last month Payroll

Yes	No

e) Quality Certificate

Issuing Authority	Relevant Certification