

TENDER NOTICE

Police Department invites e-Bids in accordance with Punjab Procurement Rules 2014, from OEM / Authorized Dealers of OEM having previous experience as well as registered with the concerned Income Tax and Sales Tax Departments, for procurement of vehicles mentioned below, for the Financial Year 2024-25. e-Bids are to be addressed to the Senior Purchase Officer, Police Department, Government of the Punjab, Lahore and should be submitted through e-Pak Acquisition & Disposal System (e-PADS) i.e (<https://punjab.eprocure.gov.pk>) till **09.01.2025 before 12:00 Noon and will be opened at 12:30 PM on same date on e-PADS.** The tender notice is available on the PPRA's website (<https://ppra.punjab.gov.pk>), on e-PADS portal (<https://punjab.eprocure.gov.pk>) and Punjab Police Website (<https://punjabpolice.gov.pk>). For any other Information email at purchasecell114@gmail.com:-

Sr. No	Description	Qty. to be Procured	Estimated Unit Price	Total Estimated Cost In Rupees	Bid Security (3% of Total Estimated Cost in Rupees)	Samples / Brochure required
1.	Toyota Land Cruiser LC 300 3.5L (Imported) Model 2024	02	120,111,000	240,222,000	7,206,660	01 unit
2.	Toyota Land Cruiser Prado 2.8L Diesel (Imported) Model 2024	03	75,661,000	226,983,000	6,809,490	01 unit

2. The OEM / Authorized Dealers of OEM are informed that the bidding documents containing terms & conditions, standard specifications of respective vehicle can be downloaded from e-PADS, PPRA website & Punjab Police Website. In case of public holiday due to any reason, the opening of the tender will be next working day.

3. The e-Bids shall be received under "Single Stage – Two Envelope" procedure, as per Punjab Procurement Rules 2014. The e-Bids shall comprise single package containing two separate envelopes. Each envelope shall contain separately the 'Technical proposal' and the 'Financial proposal'. The OEM / Authorized Dealers of OEM registered on e-PADS are eligible for participation in the tender. Bidders are advised to ensure uploading the Bid on e-PADS Portal, well before the submission deadline, and not wait for the last date and time to upload the e-bids. Bid submission on e-PADS Portal shall entirely be the responsibility of the bidder. The technical & financial proposals should include the following information: -

1). TECHNICAL PROPOSAL. <i>Bidding documents (duly signed stamped by the firm), Complete specification of item, detail of respective offered item with name of offered model, on the firm's letter head pad along with catalogues, authorization certificate from the manufacturer, Sales Tax and Income Tax certificates etc).</i>			
2). FINANCIAL PROPOSAL. <i>Rate of respective item including all taxes / charges whatsoever, as per following format on the firm's letter head: -</i>			
SR. #	DESCRIPTION	UNIT PRICE (including GST) In Rs.	TOTAL PRICE (including GST) In Rs.

4. Technical proposals shall be opened on **09.01.2025 at 12:30 PM** while the Financial Proposals shall remain un-opened and shall be opened after receipt of the technical evaluation report.

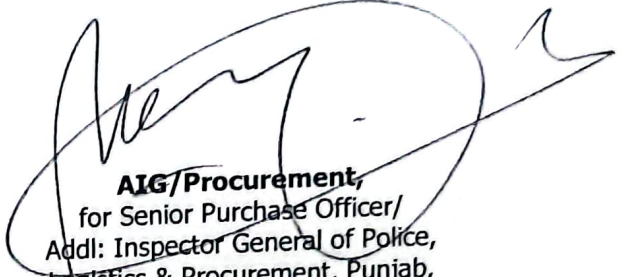
5. Rates quoted would be considered only if the same are in Pak Rupees, inclusive of all Federal & Provincial taxes/ duties/ charges as well as inclusive of packing/freight till delivery at CPO stores.

6. The bidders shall furnish a bid security @ 3% of the estimated price in hard form, before the opening time of tender (preferably 2 days prior to tender opening) and scanned copy of it shall also be uploaded on e-PADS in shape of Pay Order or Bank Draft of any Scheduled Bank in favour of the Chief Purchase Officer, Police Department, Govt. of the Punjab. e-Bids without bid security shall be rejected.

7. The successful bidders shall deposit equal to 10% of the total cost of stores as performance guarantee in the form of Call Deposit / Bank Guarantee of the Scheduled Banks in favour of the Chief Purchase Officer, Police Department, Government of the Punjab, Lahore, within the specified period. Performance guarantee shall be refunded on successful completion of the contract obligations and having NOC from the Indenter. The delivery period shall be decided accordingly.

8. Police Department will not be responsible for any cost or expenses incurred by bidders in connection with the preparation and submission of bids and subsequent presentation/demonstration of their samples.

9. The procuring agency reserves the right to reject all bids or proposals in line with Rule 35 of PPR-2014.



AIG/Procurement,
for Senior Purchase Officer/
Addl: Inspector General of Police,
Logistics & Procurement, Punjab,
Police Department, Govt. of the Punjab,
CPO Complex, Bank Road, Near Old Anarkali,
Lahore. Tel: 042-99213400

**BIDDING DOCUMENT
FOR
PROCUREMENT OF GOODS (VEHICLES)
FY-2024-25**

Tender to be Opened on _____

Name of Item with Quantity _____

Total Estimated Cost _____

Name of Firm/Individual _____



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**POLICE DEPARTMENT
GOVERNMENT OF PUNJAB**



Section-I: DISCLAIMER

1. This request for bidding documents has been prepared by the Punjab Police ("Punjab Police").
2. The information contained in these bidding documents or as may be subsequently provided to Bidders (whether verbally or in documentary or any other form) by or on behalf of the Punjab Police, 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 bidding 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 bidding documents may not be appropriate for all persons and it's not possible for Punjab Police 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 bidding 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 bidding document becomes the property of the Punjab Police, including all business information and proprietary data submitted with all rights of communication and disclosures.
7. The Punjab Police 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 bidding 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 bidding 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 Punjab Police 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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Section-II: Instructions to Bidders/Bidders (ITB)

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.

2.1. Introduction

2.1.1 Scope of Bid

- i) The Punjab Police Invites e-Bids for the provision of Goods as specified in the Invitation to Bid, Bid Data Sheet (Section-IV) and e-PADS.
- ii) All the Vendors I.e. Original Equipment Manufacturers (OEM) / Companies / Sole Proprietor / Authorized Dealers of OEM / Government Owned Enterprises registered with e-PADS shall be requested through this Bidding Documents to submit their e-bid in prescribed manner.

2.1.2 Source of Funds

- i) The Punjab Police intends to procure goods within provided / allocated funds to make eligible payments under the contract for which the Invitation to bids has been issued.

2.1.3 Eligible Bidders

- ii) The Invitation to e-Bids is open to all Vendors I.e. Original Equipment Manufacturers (OEM) / Companies / Sole Proprietor / Authorized Dealers of OEM / Government Owned Enterprises, registered with relevant Registration Authorities / Tax Departments / Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.) / registration system available on e-PADS, except as provided hereinafter.
- iii) Bidder(s) shall not be under a declaration of ineligibility / blacklisting, due to reasons, including but not limited to, corrupt practices and poor performance, by the Government of Pakistan / Government of Punjab.
- iv) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be Non-Responsive.
- v) A Bidder may be ineligible if:
 - a. The Bidder is declared bankrupt or, in the case of company or firm, insolvent.
 - b. Payments in favor of the Bidder is 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;
 - c. Legal proceedings are established against such Bidder 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 to administer and dispose of the property;

- d. The Bidder is convicted, by a final judgment, of any offence involving professional conduct;
- e. The Bidder is 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.
- f. The Bidder is 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.
- g. The firm, Bidder is blacklisted/ debarred by any international organization.
- vi) Bidder shall provide to the Police Department evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.
- vii) The Bidder(s) must not conceal any information that might hinder the execution of the project. The Punjab Police 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.

2.1.4. Eligible Goods and Services

- i) All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet/Technical Specification*, and all expenditures made under the contract will be limited to such goods and related services.
- ii) The origin of goods and services is distinct from the nationality of the Bidder. *In any case, the requirements of Rules 10 & 26 of PPR-14, shall be followed.*

2.1.5. Cost of Bidding

- i) The Bidder shall bear all costs associated with the preparation and submission of its e-Bid, and the Police Department named in the Bid Data Sheet, hereinafter 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

- i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process.

2.2. The Bidding Documents



2.2.1. Content of Bidding Documents

- i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
 - (a) Invitation to Bids
 - (b) Instructions to Bidders/Bidders (ITB)
 - (c) Technical Specifications
 - (d) Bid Data Sheet
 - (e) General Conditions of Contract (GCC)
 - (f) Special Conditions of Contract (SCC)
 - (g) Schedule of Requirements
 - (h) Bid Form
 - (i) Manufacturer's Authorization Form
 - (j) Bidder Profile Form
 - (k) General Information Form
 - (l) Affidavit
 - (m) Bid Security Form
 - (n) Technical Bid Form
 - (o) Contract Form
 - (p) Financial Bid Form
 - (q) 10% performance guarantee of the contract amount Form
 - (r) Check List
- 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 e-Bid on e-PADS, 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.

2.2.2. Clarification of Bidding Documents

- i) A prospective Bidder requiring any clarification of the about this Bidding documents shall submit their query through e-PADS. The Procuring Agency will respond to any request for clarification provided that such request is received not later than two (07) days prior to the deadline for submission of applications prescribed in the Invitation to Bid, Bid Data Sheet and e-PADS. The Police Department will respond within 03 working days through e-PADS to any request for clarification of the Bidding documents.

2.2.3. Amendment of Bidding Documents

- i) At any time prior to the deadline for submission of e-Bids prescribed in the Invitation to Bid, Bid Data Sheet and e-PADS, but not later than three (3) days before the closing date of the submission of Bid. The Punjab Police, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be made by issuing Addendum/ Corrigendum or call a meeting inviting all the prospective applicant(s) to review the bidding documents (if procuring agency decide so). Any Addendum/ Corrigendum issued shall be the part of this



bidding document and shall be uploaded on online web portal e-PADS-<https://punjab.eprocure.gov.pk>, Punjab Police website-<https://punjabpolice.gov.pk>, PPRA Punjab website-<https://ppra.punjab.gov.pk>, not later than three (03) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.

- ii) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their e-Bids, the Punjab Police, at its discretion, may extend the deadline for the submission of e-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.

2.3. Preparation of Bids

2.3.1. 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 Punjab Police shall be written in the English 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

- i) The Bidder shall complete the Bid Form and the appropriate Financial Bid Form (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 should send its e-Bid through e-PADS in prescribed manner.

2.3.3. Bid Prices

- i) The Bidder shall indicate on form 8.10 the unit prices and total Bid price of the goods it proposes to supply under the contract.
- ii) Prices indicated on the Financial Bid Form shall be item wise.
- 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, unless otherwise specified in the Bid Data Sheet. e-Bid submitted with an adjustable price quotation will be treated as non-responsive and shall be rejected.

2.3.4. Bid Currencies

- i) Prices shall be quoted in Pak Rupees for local/delivered duty paid items unless otherwise specified in the Bid Data Sheet.

2.3.5. Documents Establishing Bidder's Eligibility and Qualification

- i) The Bidder shall furnish, as part of its e-Bid, documents establishing the Bidder's eligibility and its qualifications to perform the contract if its e-Bid is accepted.
- ii) The documentary evidence, of the Bidder's qualifications to perform the contract if its e-Bid is accepted, shall establish to the Punjab Police's satisfaction:



- (a) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.
- (b) 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 [*Manufacturer's Authorization Form No. 8.3*] or producer to supply the same in Pakistan.
- (c) That the Bidder has the Financial, Technical, And Production Capability necessary to perform the contract.
- (d) 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 Bidder's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

**2.3.6. Documents
Establishing
Goods' Eligibility
and Conformity to
Bidding
Documents**

- i) The Bidder shall furnish, as part of its e-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.
- ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a Certificate of Origin issued at the time of shipment.
- iii) The documentary evidence of conformity of the goods and services to the Bidding documents may be in the form of literature, drawings, data and shall consist of:
 - (a) A detailed description of the essential technical and performance characteristics of the goods.
 - (b) 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 Sheet, following commencement of the use of the goods by the Punjab Police; and
- iv) The Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Punjab Police in its Technical Specifications, are intended to be descriptive only and not restrictive.
- v) Where a sample(s) is required by a Punjab Police, the sample shall be:



- (a) Submitted as part of the bid, in the quantities, dimensions and other details requested in the specifications as well as in the advertisement
- (b) Carriage paid.
- (c) Received on, or before, the closing time and date for the submission of bids.
- (d) Evaluated to determine compliance with all characteristics listed in the Bid Data Sheet.
- (e) Bidder shall deposit their sample(s) (if asked) within 10 days from the date of opening of the Technical e-bid at Sample Store, DIG/Technical Office, Qurban Lines, Lahore.
- vi) The Punjab Police may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Punjab Police may reject the Bid if the sample(s)-

2.3.7. Bid Security

- (a) Do(es) not conform to all characteristics prescribed in the bidding documents.
- (b) Is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
- i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet and e-PADS.
- ii) The Bid security is required to protect the Punjab Police against the risk of Bidder's conduct which would warrant the security's forfeiture.
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
 - (a) Bank Guarantee, Bank Call-Deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's Cheque valid for 06 months.
- iv) Any Bid not secured in accordance with the bidding documents may be rejected by the Punjab Police as non-responsive.
- v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible after the expiration of the period of Bid validity prescribed by the Punjab Police along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

"38(2)(a)(vii) of PPR-14, the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later.

provided that the Punjab Police may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, Bidder or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Punjab Police".



- vi) The Bidder shall upload soft copy of submitted bid security on e-PADS. In addition bidder shall submit hard copy of the submitted bid security by hand or mail at the address specified in Bid Data Sheet. Bid security shall only be released upon the hard copy.
- vii) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, and furnishing the 10% performance guarantee of the contract amount.
- viii) The Bid security may be forfeited:
 - a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form or found involve in corrupt practice or submit counterfeited, forged, fake or fabricated documents or disclose wrong information to Punjab Police.
 - b. If successful Bidder:
 - i. Fails to sign the contract in accordance with the bidding documents
 - ii. Fails to furnish 10% performance guarantee of the contract amount
 - iii. Proceeded under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 and the Bidder is declared blacklisted after due process of law
 - iv. Non-responsive towards procurement process at any stage before entering into contract.

2.3.8. Period of Validity of Bids

- i) e-Bids shall remain valid for the period specified in the Bid Data Sheet (Section-IV) after the date of Bid opening prescribed by the Invitation to Bid, Bid Data Sheet and e-PADS. A Bid valid for a shorter period may be rejected by the Punjab Police as non-responsive.
- ii) In exceptional circumstances, the Punjab Police may solicit the Bidder's consent to an extension of the period of validity of e-bid (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided 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

- i) The Bidder shall prepare the e-bid and upload it on online web portal e-PADS-<https://punjab.eprocure.gov.pk>.
- ii) The Bidder shall authorize a person/persons for signing, submission and further correspondence with Punjab Police on behalf of Bidder.



- iii) The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be signed and stamped by the authorized person.
- iv) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the Bid.

2.4. Submission of Bids

2.4.1 Submission of Bids on e-PADS

- i) The Bidder shall prepare Technical and Financial bids after duly marking, signing and stamping each page and then convert the hard copies into separate soft copies and shall upload its e-bid on online web portal e-PADS-<https://punjab.eprocure.gov.pk>.
- ii) In case of Single Stage Two Envelope Procedure, the e-Bid shall comprise of two Proposals; Technical Proposal and the other Financial Proposal. Both proposals shall be uploaded separately on e-PADS.
- iii) The quoted price in Financial e-bids shall be inclusive of all prevailing taxes and duties, if otherwise mentioned or not mentioned.
- iv) The bidder shall complete and authenticate his e-bid and submit it on e-PADS with in time.
- v) In case, e-bid including entries and record submitted on e-PADS found corrupt, un-readable or contains virus, the e-bid shall be rejected.

2.4.2 Deadline for Submission of Bids

- i) e-Bids shall be submitted on the e-PADS in the manner or method as specified in the advertisement before closing date for submission of such e-bids or proposals in the Invitation to Bid, Bid Data Sheet and e-PADS.
- ii) The Punjab Police may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids.

2.4.3. Modification and Withdrawal of Bids

- i) The Bidder shall be allowed to alter/modify his e-bid or proposal before the closing date of his e-bid specified in the Invitation to Bid, Bid Data Sheet and e-PADS.
- ii) No change/modification in the e-bid shall be made after the closing date of e-bid.

2.5. Opening and Evaluation of Bids

2.5.1. Opening of Bids by the Punjab Police

- i) The Punjab Police will open all Technical Proposals on e-PADS, in the presence of Bidder s' 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 Invitation to bid, Bid Data Sheet, e-PADS.
- ii) Bidders are advised to send in 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



send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Punjab Police against any claim or failure to read out the correct information contained in the Bidder's e-bid.

- iii) No Bid will be rejected at the time of Technical e-bid opening.
- iv) The Punjab Police shall prepare minutes of the Technical e-bid opening. Which shall be uploaded on e-PADS.
- v) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The attendance of the bidders shall be uploaded on e-PADS.
- vi) The Punjab Police at its discretion 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.

2.5.2. Confidentiality

- i) Information relating to the examination, clarification, evaluation and comparison of submitted e-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.
- ii) Any effort by a Bidder to influence the Punjab Police processing of submitted Bids or award decisions may result in the rejection of its Bid.
- iii) At the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Punjab Police on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

2.5.3. Clarification of Bids

- i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidder(s), the Punjab Police may, at its discretion, ask any Bidder(s) for a clarification of its submitted e-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 Punjab Police shall not be considered.
- 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 Financial e-bid shall be sought, offered, or permitted.



- iii) From the time of Technical e-bid opening to the time of Contract award, if any Bidder wishes to contact the Punjab Police on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.
- iv) The Punjab Police, at any level prior and after the contract execution may ask for the following including any other Inspections & Tests:
 - a. Punjab Police 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 Punjab Police 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 Punjab Police 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 Punjab Police.
 - d. Any other action may be taken by the Punjab Police to inspect or test.

2.5.4. Preliminary Examination

- i) The Punjab Police will preliminary examine the submitted technical e-bids to determine: -
 - a) Meets the eligibility criteria.
 - b) Has been prepared as per the format and contents defined by the Punjab Police in the Bidding Documents;
 - c) Has been properly signed;
 - d) Is accompanied by the required securities; and
 - e) Is responsive to the requirements of the Bidding Documents
- ii) The bid security submitted by the Bidder s shall be verified from the respective bank at the time of bid opening or thereafter.
- iii) The Punjab Police 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. Technical proposals will be sent to the Technical Evaluation Committee for evaluation.

**2.5.5. Examination
of Terms and
Conditions;
Technical
Evaluation**

- i) The Punjab Police shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.
- ii) The Punjab Police shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in Bid Data Sheet, have been met without material deviation or reservation.
- iii) The Punjab Police (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) Technical Evaluation Report shall be uploaded on e-PADS.
- v) The technically responsive Bidder(s) shall also be intimated accordingly and the technical disqualified/ irresponsible Bidder may collect their financial bids subject to submitting an application to the Punjab Police with the contents/ acknowledgement that he/it is satisfied with the technical results announced by the Punjab Police and shall not object against this process before any legal Forum/Court.
- vi) If a technically disqualified Bidder shows its dissatisfaction may file his grievance written e-complaint concerning his grievances through e-PADS and a hard copy of the same to the Grievance Redressal Committee not later than ten days after the announcement of the Technical Evaluation Report in accordance with the Rule 67 of PPR-2014.
- vii) The Punjab Police shall only open the Financial bid(s) of the bidders, which are declared Technically Responsive, and their submitted sample(s) has(ve) been approved/passed by the concerned Lab. Financial e-bids shall be open on the e-PADS, in the presence of Technically Responsive Bidder s' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the specified date and at the time.
- viii) Financial Evaluation of bid shall be free from all computational errors.



2.5.6. Correction of Errors

- i) Financial e-bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
 - 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 Punjab Police 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;
 - 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
 - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
 - d) Where there is discrepancy between grand total of Financial Bid Form and amount mentioned on the Form of Bid, the amount referred in Financial Bid Form shall be treated as correct subject to elimination of other errors.
- ii) The amount stated in the financial e-bids will, be adjusted by the Punjab Police 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

2.5.7. Conversion to Single Currency

- i) The financial bid prices shall be quoted in Pak Rupees.

2.5.8. Post-Qualification & Evaluation of Bids

2.5.9. Contacting the Punjab Police

- i) The Punjab Police will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in Bid Data Sheet.
- i) No Bidder shall contact the Punjab Police on any matter relating to its 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 Punjab Police, it should do so in writing.
- ii) Any effort by a Bidder to influence the Punjab Police during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

2.5.10. Grievance Redressal

- i) As per Rule-67 of PPR-14, Punjab Police shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The Grievance Redressed Committee shall not have any of the members of the Procurement Evaluation Committee.



- ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Punjab Police well before the proposal submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Punjab Police well before the proposal submission deadline.
- iv) Any bidder feeling aggrieved from Technical Evaluation may file a written e-complaint concerning his grievances through e-PADS and a hard copy of the same to the Grievance Redressal Committee within 5 days of announcement of the Technical Evaluation Report in accordance with the Rule 67 of PPR-2014. After completion of the technical evaluation process, the Punjab Police shall immediately upload the Technical Evaluation Report on the e-PADS-<https://punjab.eprocure.gov.pk>, Punjab Police website-<https://punjabpolice.gov.pk>, PPRA Punjab website-<https://ppra.punjab.gov.pk> for obtaining / receiving grievance petitions from the prospective Bidder s (if any).
- v) In case, the complaint/grievance is filed after the issuance of the Financial Evaluation Report, the complainant cannot raise any objection on Technical Evaluation of the report.
- vi) The Grievance Redressed Committee shall investigate and decide upon the complaint within **fifteen days** of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- vii) Punjab Police reserves the rights to issue advance letter of acceptance/ letter of intent to the successful Bidder subject to any outcome of the grievance if any or following the terms & conditions of the bidding documents. However, such letter shall not create any vested right in favor of the successful Bidder.
- viii) All technically qualified/disqualified Bidders may have an opportunity to raise their objections, if any, through their grievance petition against any of the technically qualified competitor/Technical Evaluation Report prior to the opening of Financial e-bid. No such request shall be entertained after the opening of financial bid in consonance with rule 38 & 67 of PPR 2014.

2.6. Award of Contract

2.6.1. Notification of Award

- i) Prior to the expiration of the period of Financial Bid validity, the Punjab Police will send notifications to the successful Bidder that its bid has been accepted and upload the same on e-



PADS, and website of PPRA, Punjab and website of Punjab Police.

- ii) However, such acceptance shall not be termed as a contract or the Bidder cannot make any claim or treat such notice as a vested right of the contract on this ground. The successful bidder shall submit hard copy of 10% performance guarantee to the Punjab Police, in addition soft copy of the same must be uploaded on e-PADS. The submitted 10% performance guarantee of the contract amount (if any) shall be verified by the Punjab Police.
- iii) After notifications to the successful Bidder that its bid has been accepted, the successful Bidder shall send the same notification to the Punjab Police 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 Punjab Police).
- iv) The notification of award will constitute the formation of the Contract.
- v) Upon the successful Bidder's furnishing of the 10% performance guarantee of the contract amount the Punjab Police will promptly notify each unsuccessful Bidder and will discharge its Bid security.
- vi) The Punjab Police will award the contract to the successful Bidder whose bid has been determined to be substantially responsive in accordance with the Technical 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.
- vii) In case if more than one Bidder quotes the same cost / equal (lowest bid) the Punjab Police may ask only to those lowest Bidder at once to submit their Financial Bids again.
- viii) The Punjab Police 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, Punjab Police 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.
- ix) Prior to signing of the contract the successful Bidder may discuss any issue regarding the contents of the contract with the Punjab Police. Nevertheless, there shall be no variation or amendment in the contract without prior approval or consent of



the Punjab Police. However, no amendment, variation shall be allowed that violates the principles of procurement.

- x) If the successful Bidder fails to submit the 10% performance guarantee of the contract amount, 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.
- xi) The Contract shall be commenced after its signing subject to confirmation the 10% performance guarantee of the contract amount (if any) from the concern bank and satisfaction of the sample by the Punjab Police.

**2.6.2. 10%
performance
guarantee of the
contract amount**

- i) Within five (05) days of the receipt of notification of award from the Punjab Police, the successful Bidder shall furnish the 10% Performance Guarantee of the contract amount in accordance with the Conditions of Contract.
- ii) The successful bidder shall submit hard copy of 10% performance guarantee to the Punjab Police at given address in invitation to bid and bid data sheet, in addition soft copy of the same must be uploaded on e-PADS. The submitted 10% performance guarantee of the contract amount (if any) shall be verified by the Punjab Police. The 10% performance guarantee shall only be released on hard copy.
- iii) The 10% performance guarantee of the contract amount Form provided in this Bidding documents.
- iv) In case of non-provision of stores within delivery period or incomplete delivery, or other misconduct it shall be the responsibility of the Bidder to get extended his bank guarantees, if required by the Punjab Police.
- v) Advance Drawl: In case of advance drawl the Bidder shall provide 100% Advance Guarantee in shape of CDR on receipt of payment from Police Department.

**2.6.3. Signing of
Contract/ Issuance
of Purchase Order**

- i) At the same time as the Punjab Police notifies the successful Bidder that its Bid has been accepted, the Punjab Police will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order
- ii) Under rule-63 of PPR-14, where the Punjab Police requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Punjab Police.



- iii) After notifications to the successful Bidder that its bid has been accepted, the successful Bidder shall provide performance guarantee/advance guarantee & stamp paper as requisitioned by the Punjab Police within five (05) days (or extendable date or as per requirement by the Punjab Police).
- iv) Prior to signing of the contract the successful Bidder may discuss any issue regarding the contents of the contract with the Punjab Police. Nevertheless, there shall be no variation or amendment in the contract without prior approval or consent of the Punjab Police. However, no amendment, variation shall be allowed that violates the principles of procurement.
- v) 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.
- vi) No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- vii) After signing of the contract, the Punjab Police may issue separate purchase order to the Bidder.
- viii) Punjab Police will upload the Letter of Acceptance by the bidder, Purchase Order, and Contract Agreement (where applicable) on e-PADS.

2.6.4. Award Criteria

- i) In pursuant to rule-55 of PPR-14, the Punjab Police 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. Punjab Police's Right to Vary Quantities at Time of Award

- i) The Punjab Police 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. Punjab Police's Right to Accept or Reject All Bids

- i) As per rule 35 of PPR-14, the Punjab Police reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time without thereby incurring any liability towards the Bidders.



- ii) The Bidders shall be promptly informed about the rejection of the Bids, if any.
- iii) The Punjab Police 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.

2.6.7. Re-Bidding

- i) If the Punjab Police rejects all the Bids under rule 35, it may 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

- i) The Punjab Police and Bidders observe the highest standard of ethics during the procurement and execution of contracts.

“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:

“(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, Bidder or Bidder in the procurement process or in Contract execution to the detriment of the Punjab Police; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among Bidder s (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the Punjab Police 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 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;*
- 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 Punjab Police 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 mislead, 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, 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."

Blacklisting & Debarment:

Blacklisted Bidders by the Government of Pakistan/ Government of Punjab and those found involved in "Corrupt Practices" and "Poor Performance" are not allowed to participate in bidding.

Requirements & Procedure for Blacklisting & Debarment:

as per S-17A of PPRA, Act, 2009:

"17A. Blacklisting.

- (1) *A Punjab Police may, for a specified period and in the prescribed manner, debar a Bidder from participating in any public procurement process of the Punjab Police, if the Bidder indulges in corrupt practice or any other prescribed practice.*
- (2) *The Managing Director may, in the prescribed manner, debar a Bidder from participating in any public procurement process of all or some of the procuring agencies for a specified period.*
- (3) *Any person, aggrieved from a decision of a Punjab Police, may within prescribed period prefer a representation before the Managing Director.*
- (4) *A Punjab Police 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.*

21. Blacklisting. –

- (1) *A Punjab Police may, for a specified period, debar a Bidder from participating in any public procurement process of the Punjab Police, 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.*



- (2) *If a Punjab Police debar a Bidder under sub-rule (1), the Punjab Police:*
- (a) *Shall forward the decision to the Authority for publication on the website of the Authority; and*
 - (b) *May request the Authority to debar the Bidder or Bidder for procurement of all procuring agencies.*
- (3) *The Managing Director may debar a Bidder or Bidder of any Punjab Police from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.*
- (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 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 Punjab Police 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 Bidder from participating in procurement process of a Punjab Police, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.*

see sub-rule (6) of rule 21

Blacklisting Mechanism / Process

1. *The Punjab Police may, on information received from any resource, issue show cause notice to a Bidder.*
2. *The show cause notice shall contain:*
 - (a) *Precise allegation, against the Bidder*
 - (b) *The maximum period for which the Punjab Police proposes to debar the Bidder from participating in any public procurement of the Punjab Police; and*
 - (c) *The statement, if needed, about the intention of the Punjab Police to make a request to the Authority for debarring the Bidder from participating in public procurements of all the procuring agencies.*
3. *The Punjab Police shall give minimum of seven days to the Bidder for submission of written reply of the show cause notice.*
4. *In case, the Bidder(s) fails to submit written reply within the requisite time, the Punjab Police may issue notice for personal hearing to the Bidder / authorize representative of the Bidder and the Punjab Police shall decide the matter on the basis of available record and personal hearing, if availed.*



5. *In case the Bidder submits written reply of the show cause notice, the Punjab Police may decide to file the matter or direct issuance of a notice to the Bidder for personal hearing.*
6. *The Punjab Police shall give minimum of seven days to the Bidder for appearance before the specified officer of the Punjab Police for personal hearing.*
7. *The Punjab Police shall decide the matter on the basis of the available record and personal hearing of the Bidder, if availed.*
8. *The Punjab Police 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.*
9. *The Punjab Police shall communicate to the Bidder the order of debarring the Bidder from participating in any public procurement with a statement that the Bidder may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
10. *The Punjab Police shall, as soon as possible, communicate the order of blacklisting to the PPRA, Punjab, with the request to upload the information on its website.*
11. *If the Punjab Police wants the PPRA, Punjab to debar the Bidder from participating in any public procurement of all procuring agencies, the Punjab Police shall specify reasons for such dispensation.*
12. *The PPRA, Punjab shall immediately publish the information and decision of blacklisting on its website.*
13. *In case of request of a Punjab Police 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.*
14. *In case of representation of any aggrieved person or Punjab Police 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.*
15. *In every order of blacklisting under rule 21, the Punjab Police shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
16. *The PPRA, Punjab shall upload all the decisions under rule 21, available with it, on its website. But the name of a Bidder 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.*



17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process."*

**2.6.9. Quantity
and volume of the
goods to be
considered in
mind**

- i) The quantity of the goods may be increased or decreased as per PPRA 2014.



Section-III. Technical Specifications

Generic specifications have been formulated as per PPRA 2014

h



3.1. Technical Specifications

Specifications attached



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.

A. Introduction								
Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidder(s)						
1.	2.1.1	1. Name of Punjab Police: Punjab Police 2. The subject of procurement is: > Item Name: > Place of Delivery: As mentioned in Contract/Purchase Order. > Period for delivery of goods: As mentioned in Contract/Purchase Order. 3. Commencement date for delivery of Goods: As mentioned in Contract/Purchase Order.						
2.	2.1.2	1. Financial year for the operations of the Punjab Police: 2024-25 2. Name of Project/ Grant: Non Development 3. Name of financing institution: Government of the Punjab						
3.	2.1.3 (iv)	Joint Venture is not allowed in this procurement.						
4.		Ineligible country(s) is or are: N/A						
5.	2.3.6(iii)	Demonstration of authorization by manufacturer: Form 8.3 should be followed.						
B. Bidding Documents								
6.	2.2.2	The address for clarification of Bidding Documents is: The Assistant Inspector General of Police (AIG) Procurement, Punjab, Room No. 309, 3 rd Floor, Church Road, Central Police Office, Lahore.						
7.	2.2.2	Police Department may conduct Pre-bid meeting in this procurement. The venue of the meeting will be office of the Assistant Inspector General of Police (AIG) Procurement, Punjab, 3 rd Floor, Church Road, Central Police Office, Lahore.						
8.	2.3.9	The bidding documents shall be completed and returned in original.						
C. Bid Price, Currency, Language and Country of Origin								
9.	2.3.1	Language: In English						
10.	2.3.4	The price quoted shall be: In Pak rupees						
11.	2.3.4	N/A						
12.	2.1.4 (ii)	Country of origin: If specifically mentioned in the specifications.						
D. Preparation and Submission of Bids								
13.	2.1.3	Qualification Criteria/Knock Down Criteria Minimum requirement for a Bidder to participate in the Bidding process are Following <table border="1"> <thead> <tr> <th>SR. #</th> <th>DETAIL</th> <th>YES / NO</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>3% Bid Security of Estimated Price. The soft copy of the bid security must be uploaded on e-</td> <td></td> </tr> </tbody> </table>	SR. #	DETAIL	YES / NO	1	3% Bid Security of Estimated Price. The soft copy of the bid security must be uploaded on e-	
SR. #	DETAIL	YES / NO						
1	3% Bid Security of Estimated Price. The soft copy of the bid security must be uploaded on e-							



			PADS and hard copy must be submitted in Police Department.	
		2	Registration of the Bidder with relevant forums/ organizations (Registrar of Firms).	
		3	Registration with relevant tax authority i.e. FBR/PRA (National tax number Certificate, General Sale Tax Number Certificate) etc. Firm must be an active Tax Payer .	
		4	An affidavit on stamp paper of Rs.100/- or above submitting following clauses: i. That the maintenance of goods and replacement of defective parts under warranty shall be done. ii. That neither the firm/individual has been blacklisted on any grounds whatsoever or is being proceeded against or is involved in litigation. This certificate shall remain operative till the finalization of the procurement. iii. That the all submitted photocopies of all the requisite attached documents 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 e-bid along with proceeding as per PPRA rules.	
		5	OEM/Authorized Agent / Dealership Authorization certificate (If required).	
		6	Completed Work order/supply order/purchase order of previous relevant experience.	
		7	Company profile including engineering and managerial capability. Technical staff list, workshop, machinery, factory ware house along with location and address.	
		8	Audited Financial Statement (Last 03 Year).	
		9	Integrity pact duly signed and stamped as per standard forms attached with bidding document.	
15.	2.3.6 & 2.3.7	Spare parts required for: The Bidder shall provide spare parts if specifically mentioned in the specifications/contract.		
16.	2.2.2	Bid shall be submitted to: soft copy The Bidder(s) shall upload their e-bids on online web portal e-PADS- https://punjab.eprocure.gov.pk .		
16.	2.4.2	The deadline for Bid submission is: As mentioned in the advertisement, e-PADS, PPRA web site		
17.	2.5.1	Time, date/ Month/ Year, and place for Bid opening: As mentioned in the advertisement and e-PADS		
18.	2.6.2	Amount of 10% performance guarantee of the contract amount: 10% of the Contract Amount.		
19.	2.3.8	Estimated Contract Price is: As mentioned in the advertisement. Amount of Bid security: 3% of the estimated price having validity of minimum six months.		



20.	2.3.9	Bid validity period after opening of the Bid: Till 30.06.2025.	
E. Opening and Evaluation of Bids			
22.	2.5.1	The Bid opening shall take place at: ➤ The office of Assistant Inspector General of Police (AIG) Procurement, Punjab, Room No. 309, 3rd Floor, Church Road, Central Police Office, Lahore. ➤ Date & Time: As mentioned in the advertisement & e-PADS	
23.	2.3.5	Pak rupees currency shall be used for Bid evaluation.	
F. Bid Evaluation Criteria			
Description		Allocated Marks	Total Marks
a) Company Profile & Experience			35
Company Profile Years of operations (Registration date of NTN/FBR) • Maximum marks shall be awarded, if the firm has 18 years of experience or above. • For less than 18 years' marks shall be awarded as: No. of Years (Experience) = No. of Points		10	
Relevant Experience Similar assignments/supplies over last 05 years 05 Similar Project = 3 marks 06 Similar Project = 6 marks 07 Similar Project = 9 marks * Purchase orders / supply orders / completion certificates must be attached, otherwise, no marks shall be awarded.		9	
Value of Projects • If the total value/capital cost (PKR) of projects/supplies completed by the individual/ firm/ company over the last five (05) years is equal to double or more of the estimate of the current purchase, maximum marks (10 marks) shall be awarded. • For less than double of the estimate of the current purchase marks shall be awarded as: Value of firm's Completed projects Double of the estimate of the current purchase × 10 * Purchase orders/supply orders/completion certificates must be attached, otherwise, no marks shall be awarded.		10	
If Individual/ Firm/ Company is: Authorized Dealer/Distributor of the Current Purchase = 4 marks Manufacturer of the Current Purchase = 6 marks * If Individual/ Firm/ Company is manufacturer/authorized dealer of the current		6	



purchase, must submit the requisite documents, otherwise, considered as Bidder.		
b) Financial Position		30
Annual Turnover (last 03 years) - If the total annual turnover (PKR) of the individual/ firm/ company over the last three (03) years is equal to double or more of the estimate of the current purchase, maximum marks (10 marks) shall be awarded. - For less than double of the estimate of the current purchase marks shall be awarded as: $\frac{\text{Total Annual Turn Over (last 03 Years)}}{\text{Double of the Estimate of the Current Purchase}} \times 10$ * Audit statement/report of last three financial years must be attached, otherwise, no marks shall be awarded.	10	
Tax Return Active Tax Payer for Financial Year 2024-25	10	
Bank Balance/Credit Limit If bank balance/credit limit up-to 30 th June 2024 is equal or more than estimate of current purchase, full marks shall be awarded. Otherwise, the marks shall be awarded as: $\frac{\text{Closing Balance/Credit Limit}}{\text{Estimate of the Current Purchase}} \times 10$	10	
c) Human Resource		35
Total HR strength of individual/firm/company - If the total HR strength of the individual/ firm/ company over is equal or above 20 employee's full marks (20 marks) shall be awarded - For less than 20 employees, shall be awarded as: $\text{Number of Employees} \times 01 = \text{Number of Points}$ * (Signed and Stamped payroll of July 2022, June 2023, July 2023 and June 2024 is mandatory)	20	
List of Managerial/Technical Staff 05 No. Managerial/Technical employees having Bachelor/Master's degree/required technical degree and 05 years post qualification experience. 03 marks for each technical personnel. * CV with educational degrees & experience letter of each Managerial/Technical staff personnel is mandatory, otherwise no marks shall be awarded. * (Signed and Stamped payroll of July 2022, June 2023, July 2023 and June 2024 is mandatory)	15	
Total	100	100
*Only the bids securing minimum 65% marks would be declared technically accepted.		
G. Award of Contract		
2.6.5	Percentage for quantity increase or decrease is: as per PPR 2014	



2.6.2	The 10% Performance Guarantee of the contract amount shall be: <i>10 percent of the Contract Price</i>
2.6.2	The Performance Guarantee shall be in the form of: Bank Guarantee, Bank Call Deposit Receipt(CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque cashier's or certified cheque.

✓

Section-V: 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. **"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 proceeding
- c. **"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.
- d. **"Bidder"** means a legally established professional individual/ firm / company or entity that may provide(s) the desirables/goods to the Punjab Police under the contract.
- e. **"Competent Authority"** means Chief Purchase Officer i.e. Inspector General of Punjab Police & Senior Purchase officer i.e. Addl IGP Logistics & Procurement who acts on behalf of IGP.
- f. **"Conflict of Interest"** means:
 - i. where a Bidder could be perceived as providing biased professional advice to a Punjab Police 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 Punjab Police;
 - iv. where an official of Punjab Police 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. **"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.
- h. **"Corrupt & Fraudulent Practices"** includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the Bidder or Bidder 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 Bidder s (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 Punjab Police 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 mislead, 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.
- i. **"The Contract"** means the agreement entered into between the Punjab Police 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.

- j. **"The Contract Price"** means the price payable to the Bidder under the Contract for the full and proper performance of its contractual obligations.
- k. **"Day"** and **"Year"** means calendar day/ year.
- l. **"The Goods"** means all of the equipment, machinery, and/or other materials which the Bidder is required to supply to the Punjab Police under the Contract.
- m. **"GCC"** means the General Conditions of Contract contained in this section.
- n. **"10% Performance Guarantee of the Contract Amount"** 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.
- o. **"Province"** means Punjab Province.
- p. **"The Punjab Police"** means the organization purchasing the Goods & Services, as named in SCC.
- q. **"The Punjab Police's Country"** is the country named in SCC.
- 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 Project Site"** shall be SSP/MT, Punjab, Lahore or any other place directed by the Punjab Police.
- t. **"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 & repair and other such obligations of the Bidder covered under the Contract.
- u. **"SCC"** means the Special Conditions of Contract.

2. Application

- 2.1. 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]

- 3.1. 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.
- 3.2. 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 is substantially different in basic characteristics or in purpose or utility from its components.
- 3.3. The origin of Goods and Services is distinct from the nationality of the Bidder. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

4. Standards

- 4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, where

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 Punjab Police.

- 5.1. The Bidder shall not, without the Punjab Police'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 Punjab Police in connection therewith, to any person other than a person employed by the Bidder 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.
- 5.2. The Bidder shall not, without the Punjab Police's prior written consent, make use of any document or information except for purposes of executing the Contract.
- 5.3. Any document, other than the Contract itself, shall remain the property of the Punjab Police and shall be returned (all copies) to the Punjab Police on completion of the Bidder's performance under the Contract if so required by the Punjab Police.

6. Patent Rights

- 5.4. The Bidder shall permit the Punjab Police 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 Punjab Police, if so required
- 6.1. The Bidder shall indemnify the Punjab Police 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 Punjab Police's country.

7. Performance guarantee

- 7.1. Within five (05) days (or extendable date or as per requirement by the Punjab Police) of receipt of the notification of Contract award, the successful Bidder shall furnish to the Punjab Police the 10% performance guarantee of the contract amount in the amount.
- 7.2. The proceeds of the 10% performance guarantee of the contract amount shall be payable to the Punjab Police as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.
- 7.3. As per Rule-56 of PPR-14, the 10% performance guarantee of the contract amount shall be denominated in the currency of the Contract acceptable to the Punjab Police and shall be in one of the following forms:
 - (a) A bank guarantee issued by a reputable bank located in the Punjab Police's country, in the form provided in the Bidding documents or another form acceptable to the Punjab Police

(b) A Bank Guarantee, Bank Call Deposit Receipt(CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque cashier's or certified cheque.

7.4. The 10% performance guarantee of the contract amount will be discharged by the Punjab Police and returned to the Bidder not later than thirty (30) days following the date of completion of the Bidder's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC and receipt of NOC from the indenter.

7.5 The 10% performance guarantee of the contract amount shall be verified from the concerned bank and in case of its non-confirmation, the Punjab Police has right to blacklist or take any legal action under PPRA (2014) Rules against such Bidder.

7.6 In case the Punjab Police terminates the contract on any ground provided in the bidding documents/contract the 10% performance guarantee of the contract amount may be forfeited.

8. Inspections and Tests

8.1. The Punjab Police 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 Punjab Police. The Punjab Police shall notify the Bidder in writing, in a timely manner, of the identity of any representatives nominated for these purposes.

8.2. The inspections and tests may be conducted on the premises of the Bidder at point of delivery, and/or at the Goods' final destination. 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 inspectors at no charge to the Punjab Police.

8.3. Should any inspected or tested Goods fail to conform to the Specifications, the Punjab Police may reject the Goods, and the Bidder shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Punjab Police.

8.4. The Punjab Police's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Punjab Police's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Punjab Police or its representative prior to the Goods' shipment from the country of origin.

8.5. Nothing in GCC Clause 8 shall in any way release the Bidder from any warranty or other obligations under this Contract.

- 9. Packing**
- 9.1. The Bidder 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 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.
- 9.2. 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 Punjab Police.
- 10. Delivery and Documents**
- 10.1. Delivery of the Goods shall be made by the Bidder in accordance with the terms & conditions specified in the Contract. The details of shipping and/or other documents to be furnished by the Bidder are specified in SCC.
- 10.2. Upon delivery, the Punjab Police shall give receiving certificate to the Bidder and "completion certificate along with satisfactory report shall be issued after due inspection which will enable the Bidder to put up the bill".
- 10.4. Documents to be submitted by the Bidder are specified in SCC.
- 11. Insurance**
- 11.1. The Goods supplied under the Contract shall be delivered duty paid and cost, insurance & freight (CIF) under which risk is transferred to the buyer after having been delivered, hence is sellers responsibility. The Bidder shall ensure insurance in advance in full on prevailing premium rates at the time of shipment of the Goods on the behalf of the Punjab Police for which the cost is inclusive in the Contract Price.
- 12. Transportation**
- 12.1 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 Punjab Police 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.
- 12.2 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 SSP/MT, Punjab, Lahore or

any other place as directed by the Punjab Police. No cost what so ever shall be paid to the Bidder in any case by the Punjab Police for the transportation or delivery. The Bidder shall be responsible of any damage/loss during transportation.

13. Incidental Services

13.1. The Bidder may be required to provide any or all of the following services:

- (a) satisfactory performance for specified time/ quantity on-site and/or supervision of on-site assembly and/or start-up of the supplied Goods.
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods.
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods.
- (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 Bidder of any warranty obligations under this Contract.
- (e) training of the Punjab Police's personnel, at the Bidder's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2. Prices charged by the Bidder for incidental services for the Goods provided shall not exceed:

- (i) the prevailing rates charged for other parties by the Bidder for similar services; and
- (ii) original price of goods.

14. Spare Parts

14.1. The Bidder shall provide spare parts if specifically, mentioned in the Specifications/Contract.

15. Warranty

15.1. The Bidder warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the Punjab Police, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Bidder 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 Punjab Police's specifications) or from any act or omission of the Bidder, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid till the date as mentioned in the contract year/months 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.

15.3. The Punjab Police shall promptly notify the Bidder in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the Bidder 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 Punjab Police.

15.5. If the Bidder, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, the Punjab Police may proceed to take such remedial action as may be necessary, at the Bidder's risk and expense and without prejudice to any other rights which the Punjab Police may have against the Bidder under the Contract/relevant provision of PPR-14 including Blacklisting.

16. Payment

16.1 The Bidder's request(s) for payment shall be made to the Punjab Police in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.

16.2 As per rule-62 of PPR-14, payments shall be made promptly by the Punjab Police, but in no case later than thirty (30) days after submission of an invoice or claim by the Bidder, provided the work is satisfactory.

17. Prices

16.3 The currency of payment shall be in Pak Rupees.

17.1. Prices charged by the Bidder for Goods delivered under the Contract shall not vary from the prices quoted by the Bidder in its Bid, with the exception of any price adjustments authorized in SCC.

18. Change Orders

18.1 The Punjab Police at any time, by a written order issued to the successful Bidder, may make any changes in terms of extension of delivery time after examining the circumstances (if requested by the successful Bidder in writing) or increase/decrease in the quantity under PPRA Rules-2014 or require the goods in parts by issuing the separate purchase order without compromising the cost/price of the goods agreed between the parties during the period of the contract.

19. Contract Amendments

19.1. 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** 20.1. The Bidder shall not assign the whole or part of contract to anybody else without prior permission of the Punjab Police.
- 21. Sub-contracts** 21.1. The Bidder shall not assign the whole or part of contract to anybody else without prior written permission of the Punjab Police.
- 22. Delays in the Bidder's Performance** 22.1. Delivery of the Goods and performance of Services shall be made by the Bidder in accordance with the time schedule prescribed by the Punjab Police in the contract.
- 22.2. If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the Goods and performance of Services, the Bidder shall promptly notify the Punjab Police in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidder's notice, the Punjab Police shall evaluate the situation and may at its discretion extend the Bidder's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
- 22.3. The delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.
- 22.4. Delay in provision/delivery of goods by the Bidder in accordance with the time schedule prescribed by the Punjab Police shall cause imposition of liquidated damages charges which shall not exceed one-half (0.5) percent per week of contract price. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 10% of the contract price.
- 22.5. The Punjab Police's focal person shall conduct visit to the sites in order to monitor progress. The Bidder shall not obstruct visit of Punjab Police's focal person and provide full facilitation to such person.
- 23. Liquidated Damages** 23.1 Delay in provision/delivery of goods by the Pre-Qualified Firm/JV in accordance with the time schedule prescribed by the Punjab Police shall cause imposition of liquidated damages charges which shall not exceed one-half (0.5) percent per week of contract price. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 10% of the contract price.
- 24. Termination for Default** 24.1. The Punjab Police, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part:

- (a) If the Bidder 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 Punjab Police.
- (b) If the Bidder fails to perform any other obligation(s) under the Contract.
- (c) If the Bidder, in the judgment of the Punjab Police 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.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:

- (d) *"corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, Bidder or Bidder in the procurement process or in Contract execution to the detriment of the Punjab Police; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among Bidder s (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the Punjab Police 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 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*
 - 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 Punjab Police 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 mislead, 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, 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

24.2. In the event the Punjab Police terminates the Contract in whole or in part, the Punjab Police may procure, upon such terms and in such manner as it deems appropriate, Goods similar to those undelivered, and the Bidder shall be liable to the Punjab Police for any excess costs for such similar Goods. However, the Bidder shall continue performance of the Contract to the extent not terminated.

24.3 In case of termination of the contract by the Punjab Police, the 10% performance guarantee of the contract amount shall be forfeited.

25. Force Majeure

25.1. The Bidder shall not be liable for forfeiture of its 10% performance guarantee of the contract amount, 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.

25.2. 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. Such events may include, but are not restricted to, acts of the Punjab Police in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Punjab Police and the Bidder, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc. from the purview of "Force Majeure".

25.3. If a Force Majeure situation arises, the Bidder shall promptly notify the Punjab Police in writing of such condition and the cause thereof. Unless otherwise directed by the Punjab Police 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. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

26. Termination for Insolvency

26.1. The Punjab Police 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 Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Punjab Police.

**27. Termination
for Convenience**

27.1. The Punjab Police, by written notice of seven (07) days to the Bidder, or without such notice, 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 Punjab Police's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

27.2. The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Bidder's receipt of notice of termination shall be accepted by the Punjab Police on the Contract terms and prices. For the remaining Goods, the Punjab Police may choose:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Bidder an agreed amount for partially completed Goods and for materials and parts previously procured by the Bidder.
- (c) 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.

**28. Resolution
of Disputes**

28.1. After signing the contract or issuance of purchase order, The Punjab Police and the Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

28.2. If, after thirty (30) days from the commencement of such informal negotiations, the Punjab Police and the Bidder have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the arbitration as per rule 68 of PPR-14.

28.3 Aggrieved party shall submit an appeal against any decision/ act of the Authority (within 30 days) before Senior Purchase Officer who shall entrust the matter to a three members Resolution/Arbitration Committee to examine the case and submit its recommendations before the Senior Purchase Officer within 15 days.

28.4 The affected party can file a revision appeal to the Chief Purchase Officer (within 15 days) against the decision of Senior Purchase Officer after such announcement.

**29. Governing
Language**

29.1. The Contract shall be written in the English language All correspondence and other documents pertaining to the Contract

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.

- 30. Applicable Law** 30.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan).
- 31. Notices** 31.1. 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.
- 31.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.
- 32. Taxes and Duties** 32.1. Bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Punjab Police.
- 33. Instructions Regarding Letter of Credit (if applicable)**
- 1 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.
 - 2 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.
 - 3 L/C request should contain complete address of the beneficiary.
 - 4 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.
 - 5 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.
 - 6 The name of the Inspection Authority should be clearly mentioned in the A/T as well as L/C request.
 - 7 The amount of L/C should always be mentioned in figures as well as words.
 - 8 Where the amount of L/C is desired to be increased the validity of L/C should always be extended suitably.

- 9 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).
- 10 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.
- 11 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.
- 12 The amendment letter of L/Cs should be sent in triplicate like the original L/C request.
- 13 In correspondence with the State Bank, their reference should always be quoted to avoid delay in the disposal of cases.
- 14 Amendments other than those of increase/ decrease in the L/C amount or extension in shipment/ validity may be sent direct to State Bank.
- 15 Request for extension in date of shipment/ validity should be dealt with promptly.
- 16 L/C register to watch the progress of L/C should be maintained.
- 17 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.

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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.

1. Definitions (GCC Clause 1)

The Procuring Agency is: Punjab Police

The Procuring Agency's country is: Islamic Republic of Pakistan.

Sample Provision

The Project Site is: as mentioned in the contract/purchase order

2. Country of Origin (GCC Clause 3)

If specifically mentioned in the specifications.

3. 10% performance guarantee of the contract amount (GCC Clause 7)

- i. As per rule 56 of PPR-14, the amount of 10% performance guarantee of the contract amount, as a percentage of the Contract Price, shall be: 10% of the contract amount.
- ii. The 10% performance guarantee of the contract amount shall be retained for to cover the Bidder's warranty obligations or defect liability period in accordance with Clause GCC 15.2

4. Inspections and Tests (GCC Clause 8)

Inspection and tests prior to shipment of Goods and at final acceptance are as follows:

- i. The Bidder shall afford at his own expenses that authorized person of Punjab Police shall have full and free access at any time during the contract to the Bidder's works. The Bidder will make arrangements for the stores or any part thereof, to be inspected at his premises or at any other place. The Bidder 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 Punjab Police 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 Punjab Police will be the sole Judge) at his own premises for making the tests. The Bidder shall bear all the costs associated with it. The Bidder shall also provide and deliver free of charge at such place as the authorized person of Punjab Police 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 Bidder which is charged by the Laboratory concerned.

- ii. The Punjab Police 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 Punjab Police's sample shall also be checked.

5. Packing (GCC Clause 9

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

6. Delivery and Documents

(GCC Clause 10)

- i. Upon shipment, the Bidder shall notify the Punjab Police the full details of the shipment, including Contract Number, Description of Goods, Quantity and usual Transport Documents. The Bidder shall mail the following documents to the Punjab Police:
- ii. Copies of the Bidder's invoice showing Goods' description, quantity, unit price, and total amount
- iii. 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
- iv. Copies of the packing list identifying contents of each package
- v. Insurance Certificate
- vi. Manufacturer's or Bidder's warranty certificate
- vii. Where applicable (Pre shipment/ port/ Punjab Police Delivery site, inspection certificate), issued by the Punjab Police nominated inspection agency, and the Bidder's factory inspection report (Inspection type depends on the nature of procurement and volume of procurement)
- viii. Certificate of origin.
- ix. 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.
- x. 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 Punjab Police to accept the goods with same financial proposal.

7. Insurance

(GCC Clause 11)

The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence marine and inland insurance coverage is seller's responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage. The Bidder shall ensure insurance in advance in full on prevailing premium rates at the time of shipment of the Goods on the behalf of the Punjab Police for which the cost is inclusive in the Contract Price.

8. Incidental Services (GCC Clause 13)

If specifically mentioned in the specifications.

9. Spare Parts

The Bidder shall provide spare parts if specifically mentioned in the Specifications/Contract.

11. Warranty (GCC Clause 15)

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 Bidder shall be bound to immediately replace/repair the defective goods/ items or provide after sales service without any charges.

11. Sample provision

The Bidder s have to deposit their sample/s (if asked) within 10 days from the date of opening of the tenders at Telecommunications Store Qurban Lines, Lahore. In exceptional cases, it will be the sole discretion of the Punjab Police (AIG/Procurement), to grant extension in the period for depositing of samples, (on request of the firm/individual).

12. Payment (GCC Clause 16)

The method and conditions of payment to be made to the Bidder under this Contract shall be as follows:

13. Payment for Goods supplied:

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

- ii. On basis of this completion certificate the Bidder shall claim the payment from the Punjab Police.
- iii. The Punjab Police shall make prompt payments to the Bidder against the invoice or running bill on satisfactory performance within the time given in the conditions of the contract which shall not exceed thirty days.

14. Prices (GCC Clause 17)

Prices shall be fixed and shall not be adjusted.

15. Liquidated Damages (GCC Clause 23)

- 15.1 The rate of the liquidated damages shall not exceed one-half (0.5) percent per week of contract price. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 10% of the contract price.
- 15.2 The Bidder who refuses to pay liquidated damages or delays supplies shall be blacklisted. The Punjab Police shall make payment of the balance amount after deduction of liquidated damages.
- 15.3 Recovery of the liquidated damages may be affected from the payments due to the Bidders from other purchases being carried out in Punjab Police.
- 15.4 The question of refund of liquidated damages may be taken up with Senior Purchase Officer (within 15 days) 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.
- 15.5 After imposition of Liquidated damages, the firm can prefer an application to the relevant authority within 15 days to review the decision.

16. Resolution of Disputes (GCC Clause 28)

GCC 28.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

- i. As per rule-68 of PPR-14, in the case of a dispute between the Punjab Police and the Bidder, the dispute shall be referred for Arbitration Committee.
- ii. 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 30 days) before Senior Purchase Officer who shall entrust the matter to a three members Resolution/Arbitration Committee to examine the case and submit its recommendations before the Senior Purchase Officer within 15 days.
 - b. The affected party can file a revision appeal to the Chief Purchase Officer (within 15 days) against the decision of Senior Purchase Officer after such announcement.

17. Governing Language (GCC Clause 29)

The Governing Language shall be: English

18. Applicable Law (GCC Clause 30)

The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan):

19. Notices (GCC Clause 31)

Punjab Police's address for notice purposes: The Assistant Inspector General of Police (AIG), Procurement, Punjab, 3rd Floor, Church Road, Central Police Office, Lahore.

20. Bid Validity

The bid validity time/period will be till the closure of financial year. In case of any extreme reason the Punjab Police 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 Punjab Police reserves the right to initiate a legal proceeding and forfeiting bid security/ 10% performance guarantee of the contract amount including blacklisting of the Bidder as per procurement procedure/PPRA Rules 2014 (amended).

21. Termination

The Punjab Police 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 (7) days. The duration of the contract shall be decided at the time of contract signing, the contract 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 Bidder 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 Punjab Police.

22. 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.

23. 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.

24. 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.

25. 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.

26. Violation of Standard Specifications

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

27. 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 Bidder / Bidder shall write to the Punjab Police well in time but not later than seven days of such occurrence/ development and thereafter Punjab Police 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.

28. Assignment

The Bidder shall not assign, in whole or in part, its obligations to any other person/ agent/ sub-agent/ Bidder or dealer to perform under this Contract, except with the Punjab Police's prior written permission.

Rejection: If any goods/ items are rejected, the Punjab Police shall be at liberty to: -

- i. Allow the Bidder to resubmit goods/ items in replacement of those rejected within a time specified by the Punjab Police, the Bidder bearing the cost of freight on such replacement without being entitled to any extra payment.
- 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 Bidder / Bidder without effecting the Bidder 's liability as regards supply of any further consignment due under the contract.
- iii. Terminate the contract and recover from the Bidder / Bidder 's loss, the Punjab Police thereby incurs.
- iv. The decision of the Authorized officer of Punjab Police as regards rejection as aforesaid shall be final and binding on the parties. The Bidder / Bidder shall not be entitled to any gain on repurchase.
- v. Bidders should note that if the goods/ items inspected and released by the specified person of the Punjab Police are rejected by the actual user/ consumer

and on re-inspection of such goods by the Punjab Police in the presence of Bidder / Bidder '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 Bidder / Bidder at his own risk and cost failing which the goods shall be purchased at his risk and expense.

Section-VII. Schedule of Requirements

Schedule of requirement shall be incorporated in the contract as well as purchase order. The procurement shall be made in accordance with single stage - two envelope under PPR 14. Delivery period shall be start from the date of issuance of contract.

Section-VIII: Sample Forms

Notes on the Sample Forms

The Bidder shall complete and submit with its Bid the **Bid Form** and **Financial Bid Forms** pursuant to ITB Clause 2.2.3 & 2.3.4 and in accordance with the requirements included in the Bidding documents.

When requested in the Bid Data Sheet, the Bidder should provide the **Bid Security**, either in the form included hereafter or in another form acceptable to the Punjab Police, pursuant to ITB Clause 2.3.8

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 17, acceptable deviations e.g., payment schedule pursuant to GCC 16, spare parts pursuant to ITB Clause 2.3.6 & 2.3.7, or quantity variations pursuant to ITB Clause 2.6.5. The Financial Bid Form and Schedule of Requirements, deemed to form part of the contract, should be modified accordingly.

The **10% performance guarantee of the contract amount** and **Bank Guarantee for Advance Payment** forms should not be completed by the Bidder s at the time of their Bid preparation. Only the successful Bidder will be required to provide 10% performance guarantee of the contract amount and bank guarantee for advance payment in accordance with one of the forms indicated herein or in another form acceptable to the Punjab Police and pursuant to GCC Clause 7.3 and SCC 10, respectively.

The **Manufacturer's Authorization** form should be completed by the Manufacturer, as appropriate, pursuant to ITB Clause 2.3.6(iii).

8.1 Bid Form

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

Date: _____

To: *[name and address of Punjab Police]*

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, 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, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Punjab Police.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.8 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.

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 *[to be decided by the Punjab Police i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for () Days, beyond the validity of Bid in the manner as prescribed on the bid security form 8.12.
- d) Any other document required by the Punjab Police 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) Financial Bid Form (as per **form 8.9**) to be reproduced on the letter head of the Bidder duly signed and stamped.
- e) Original Bid security form (as per **form 8.12**) along with Original financial instrument *i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque*, valid for a minimum period of six months.
- d) *Any other document required by the Punjab Police not inconsistent with PPR-14.*



8.2 Sample Collection Form

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

8.3 Manufacturer's Authorization Form

[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 Bidder s.]

To: *[name of the Punjab Police]*

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: 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.



8.4 Bidder 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.	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.	Registration Details:

a) Audited Financial Statement (Last 03 Years) Attachment / Income Acti

Yes	No
-----	----

b) Details of Experience (Last Five Years)

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

c) Staff Detail with Signed and Stamped payroll of July 2022, June 2023, July 2023 and June 2024

Yes	No
-----	----

8.5. General Information Form

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

	Particulars			
Company Name				
Abbreviated Name				
National Tax No.			Sales Tax Registration No	
PRA Tax No.				
No. of Employees			Company's Date of	
			Formation	

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

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		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 Punjab Police]* 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 Punjab Police]*. The undersigned further affirms on behalf of the firm that:

- (i) The firm is not currently blacklisted by the Punjab Police.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.
- (iv) *****omitted*****

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

To,

[name and address of the Punjab Police]

WHEREAS (Name _____ of _____ the _____ Bidder / _____ Bidder)
_____ hereinafter called "the Bidder " 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 Bidder shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Bidder 's performance obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Bidder a Guarantee;

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Bidder , 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 Bidder 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]

Sr. No.	Item name	Brand name with Country of Manufacturer	Make & model	Quantity	Country of Origin	Specifications dimensions

Stamp & Signature of Bidder _____

8.9 Financial Bid Form

[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 words)
		As per approved specifications of Police Department						
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.

Stamp & Signature of Bidder _____

1

8.10. Contract Form

In confirmation to letter No. PG/---/SPO, dated -----

CONTRACT BETWEEN
Punjab Police Department and M/s-----.
This agreement is executed on -----

1.	Contract No.	No.	/SPO	
2.	Bidder 's Name & Address.	M/s -----.		
3.	Bidder 's reference.	----, Dated -----		
4.	Bidder 's Sales Tax No.	-----		
5.	Indentor's Name & Address.	AIG/Logistics, CPO, Punjab, Lahore.		
6.	Indentor's Indent No. & Date	-----, dated -----.		
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.	AIG/Logistics, CPO, Punjab, Lahore on behalf of the Inspector General of Police, Punjab, Lahore.		
9.	Dispatch Instructions.	Free Delivery to consignee's end.		
10.	Inspection Authority.	AIG/Logistics, CPO, Punjab, Lahore.		
11.	Technical Officer.	DIG/ Technical Procurement, Punjab, Lahore		
12.	Delivery Schedule.	----- or earlier.		
13.	Place of Delivery.	CPO Store Chung, Lahore.		
14.	Payment.	100% Payment will be made through A.G. Punjab (Supply Section) Lahore on prescribed bill form against Inspection / receipt Certificate.		
15.	Part Payment/Part Supply	Not allowed.		
16.	Warranty	--.		

17. SPECIAL INSTRUCTIONS.

- The general and special conditions shall be the part and parcel of the contract.
- The Bidder 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.
- The Bidder 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.
- The Bidder shall keep the Consignee and Inspection Authority well informed with the supply position.
- 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.
- The Bidder 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.
- The Bidder is required to send specimen signatures (in triplicate) of his authorized representative who is competent to sign the bills and receive payment on his behalf for onward transmission to Audit Officer duly attested by the Purchase Officer to enable the Audit Office to verify whether payment has been received by an authorized representative of the Bidder. Any enhancement in price due to any reason shall be borne by the Bidder. The change of the Bidder's representative authorized to sign bills and receive payments, etc. should be promptly reported by the Bidder to the Audit Officer as well as to the purchase officer failing which the entire responsibility for wrong payment shall lie on the Bidder.

- (h) Bidder s shall 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 Bidder 's representative. If it is concluded that rejection is justified in terms and conditions of contract, stores shall stand rejected and shall be replaced by the Bidder 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 Bidder fails to adhere to the delivery schedule and intends to seek extension thereof, it will be the sole discretion of the Punjab Police 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 (within 15 days) 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. Before, making the refund, the Bidder concern should be required to give an undertaking (in writing) to the effect that the decision is acceptable to him and that it shall not be subject to any legal proceedings or arbitration at a later date.

18. **SECURITY.**

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

-----,
-----,
(Bidder)

Senior Purchase Officer/
Addl: IGP/Logistics & Procurement,
for Provincial Police Officer/IGP,
Punjab, Lahore.
(Contractee)

1

8.11. Purchase Order Form



**OFFICE OF THE
PPO/IGP/CHIEF PURCHASE OFFICER,
POLICE DEPARTMENT,
GOVERNMENT OF THE PUNJAB**

Purchase Order /Commitment Form

To: M/s -----,

DDO Name:

AIG/Logistics, CPO,
Punjab, Lahore.

Purchase Order No. ----- /SPO

1. **DDO Reference No:**

LO -----

Date

2. **Division / Department:**

Punjab Police

3.	Bidder 's reference.	-----, dated -----		
4.	Bidder 's Sales Tax No.	-----		
5.	Indentor's Name & Address.	AIG/Logistics, CPO, Punjab, Lahore.		
6.	Indentor's Indent No. & Date	-----, dated -----		
7.	Particulars of Stores.			
ITE M	DESCRIPTION OF STORES SPECIFICATIONS	Quantity	RATE PER ---- IN RS.	TOTAL VALUE IN Rs.
	----- (As per approved sample and specifications).	----	----- (Including all taxes whatsoever)	----- (----- only)
8.	Name and Address of Consignee.	AIG/Logistics, CPO, Punjab, Lahore on behalf of the Inspector General of Police, Punjab, Lahore.		
9.	Dispatch Instructions.	Free Delivery to consignee's end.		
10.	Inspection Authority.	AIG/Logistics, CPO, Punjab, Lahore.		
11.	Technical Officer.	DIG/ Technical Procurement, Punjab, Lahore		
12.	Delivery Schedule.	----- or earlier.		
13.	Place of Delivery.	CPO Store Chung, Lahore.		
14.	Payment.	100% Payment will be made through A.G. Punjab (Supply Section) Lahore on prescribed bill form against Inspection / receipt Certificate.		
15.	Part Payment/Part Supply	Not allowed.		
16.	Warranty	--		

17. **SPECIAL INSTRUCTIONS.**

- The general and special conditions shall be the part and parcel of the contract.
- The Bidder 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.
- The Bidder 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.
- The Bidder shall keep the Consignee and Inspection Authority well informed with the supply position.
- 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 Bidder 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 Bidder is required to send specimen signatures (in triplicate) of his authorized representative who is competent to sign the bills and receive payment on his behalf for onward transmission to Audit Officer duly attested by the Purchase Officer to enable the Audit Office to verify whether payment has been received by an authorized representative of the Bidder. Any enhancement in price due to any reason shall be borne by the Bidder. The change of the Bidder's representative authorized to sign bills and receive payments, etc. should be promptly reported by the Bidder to the Audit Officer as well as to the purchase officer failing which the entire responsibility for wrong payment shall lie on the Bidder.
- (h). Bidder shall 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 Bidder'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 Bidder 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 Bidder fails to adhere to the delivery schedule and intends to seek extension thereof, it will be the sole discretion of the Punjab Police 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 (within 15 days) 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. Before, making the refund, the Bidder concern should be required to give an undertaking (in writing) to the effect that the decision is acceptable to him and that it shall not be subject to any legal proceedings or arbitration at a later date.

18. **SECURITY.**

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

Senior Purchase Officer/
Addl: IGP/Logistics & Procurement,
for Provincial Police Officer/IGP,
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----- A03906-Uniform & Protective Clothing" for the financial year 2023-2024. 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:- AIG/Logistics, CPO, Punjab, Lahore.
4. INDENTOR: AIG/Logistics, CPO, Punjab, Lahore.
5. CONSIGNEE: AIG/Logistics, CPO, Punjab, Lahore on behalf of the Inspector General of Police Punjab, Lahore
He should keep in touch with the Bidder 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. AIG/Logistics, DDO/CPO on behalf of the IGP/Punjab, Lahore (Accountant CPO).
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.

8.12. Bid Security Form

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

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

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called "the Bank"), are bound unto *[name of Punjab Police]* (hereinafter called "the Punjab Police") in the sum of for which payment well and truly to be made to the said Punjab Police, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder , having been notified of the acceptance of its Bid by the Punjab Police during the period of Bid validity:
 - (a) fails or refuses to execute the Contract Form, if required; or
 - (b) fails or refuses to furnish the 10% performance guarantee of the contract amount , in accordance with the Instructions to Bidder s;

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

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 bank]

8.13. Specification Form
(To be filled by Bidder)

Sr. No.	Item Name	Specification Dimensions



8.14. 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

8.15. AFFIDAVIT

(To be filled on Rs.100 Stamp Paper)

Integrity Pact

We ____ (Name of the Pre-Qualified Firm/JV) 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 Pre-Qualified Firm/JV company) hereinafter called the Contractor to submit the attached bid to the ____ (Name of the Purchaser) Affiant further states that the said M/s (Bidding Firm/Company 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 Purchaser) 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 Pre-Qualified Firm/JV in the bidding and in the evaluation and selection of the Pre-Qualified Firm/JV 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

✱

Section IX- Check List

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

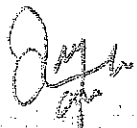
The provision of this checklist is essential prerequisite along with submission of tenders (with technical proposal).

Sr. #	Detail	Responsive	Non-responsive
1	3% Bid Security of Estimated Price. The soft copy of the bid security must be uploaded on e-PADS and hard copy must be submitted in Police Department		
2	All required samples (if demanded) are being submitted in <i>[name of the Punjab Police]</i> sample store.		
3	Active Registration with Income Tax Authorities (National Tax Number NTN)		
4	Copy of active Registration with Sales Tax Authorities (STRN)		
5	Copy of active Registration (Professional Tax Certificate)		
6	Registration of the Bidder with relevant forums / organizations (Registrar of Firms).		
7	Similar nature having similar cost or above have been performed / executed in public organization during last 05 years (certificate duly signed by gazetted officer attached).		
8	General Information Form (as per form 8.5 of Bidding documents) on letter head of the firm duly signed and stamped.		
9	An affidavit on stamp paper of Rs.100/- or above submitting following clauses: i. That the maintenance of goods and replacement of defective parts under warranty shall be done. ii. That neither the firm/individual has been blacklisted on any grounds whatsoever or is being proceeded against or is involved in litigation. This certificate shall remain operative till the finalization of the procurement. iii. That the all submitted photocopies of all the requisite attached documents 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 e-bid along with proceeding as per PPRA rules.		
10	Last three (03) years Audited Financial Statements		
11	OEM/Authorized Agent /Dealership Authorization certificate.		
12	Integrity pact duly signed and stamped as per standard forms attached with bidding document.		

Stamp & Signature of Bidder _____

14. PARTICULARS OF STORES DEMAND.

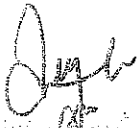
Item No.	Details description of stores	Specification No. Drawing No. & other particulars to guide supply	Accounting unit	Total quantity required	ESTIMATED COST (APPROX:)		Last contract No. and date	Space for use for remarks by the office of the Chief purchase officer
					Rate per unit	Total		
1.	2.	3.	4.	5.	6.	7.	8.	9.
1.	Toyota Land Cruiser LC 300 3.5L	Brand New Latest Model Toyota Land Cruiser LC300 (Imported), V35A-FTS Petrol Engine, 3445CC, 6-Cylinder AJAOF (10 Speed Automatic Transmission), Hydraulic with Power Steering Motor, Cruise Control with Anti-Lock Breaking System, SRS Air Bags, Min. Running ground Clearance 240 (mm), Headlamps: LED with Sequential Front Turn Signal Lamps, LED Fog Lamps, Auto 4 Zone Independent Air Conditioner, Leather Seats, Front (D+P) seat: Automatic, Seating Capacity 7-Persons, Optitron Speedometer with 7-inch TFT MID, Immobilizer + Security Horn, Smart Entry + Push Start, Differential Lock, Economy Meter alongwith other Standard Accessories one spare Wheel and Toolkit. Colour: Black/White	Per	02	120,111,000/- Approx:	240,222,000/-		
					Total:-	<u>240,222,000/-</u>		


 Signature of Indenting Officers

Signature of Senior Purchase Officer

14. PARTICULARS OF STORES DEMAND.

Item No.	Details description of stores	Specification No. Drawing No. & other particulars to guide supply	Accounting unit	Total quantity required	ESTIMATED COST (APPROX:)		Last contract No. and date	Space for use for remarks by the office of the Chief purchase officer
					Rate per unit	Total		
1.	2.	3.	4.	5.	6.	7.	8.	9.
1.	Toyota Land Cruiser Prado 2.8L Diesel	Brand New Latest Model Toyota Land Cruiser PRADO LC 250 (Imported), 1GD-FTV (Turbo) Diesel Engine, 2755CC, 4-Cylinder, 8 th Speed Automatic Transmission (AL80F), Electric Power Steering (EPS), with Anti-Lock Breaking System, SrS Air Bags, Min. Running Ground Clearance 215.3 (mm), Fuel Tank Capacity 80 (l.), Headlamps: LED MID with (Sync to 1 st Washer), LED Fog Lamps, Auto/2 Zone Air Conditioner, Leather Seats, Front (D+P) Seat: Power, Seating Capacity 7 Persons, TFT KMH 12.3 Speedometer, Immobilizer, Push Start, Differential, Economy Meter alongwith other Standard Accessories one spare Wheel and Toolkit.	Per	03	75,661,000/- Approx:	226,983,000/-		
					Total:-	<u>226,983,000/-</u>		


 Sr. Superintendent of Police,
 Police Training Centre, Ludhiana, Punjab.

Signature of Indenting Officers

Signature of Senior Purchase Officer