



**OFFICE OF THE  
PROVINCIAL POLICE OFFICER/IGP,  
POLICE DEPARTMENT,  
GOVERNMENT OF THE PUNJAB**

To

1. M/s Askari Shoe Project Lahore
2. M/s Baraka Logistics Worldwide, Lahore
3. M/s Service Industries Limited, Lahore
4. M/s Bata Pakistan Limited

No. 86

/SPO,

Dated 11-1- /2024

Subject: - **BID INVITATIONS FOR THE SUPPLY OF BOOTS.**

Reference prequalification of your firms in the tender of Boots.

2. Please submit bids for the supply of following item, according to the approved specifications:-

Sr.#	Description	Quantity (pair)	Estimated price per pair (Rs.)
1.	Field Boot	25,000	9,000/-
2.	Ankle Boot (TW)	2,500	5,000/-

3. The bids shall be submitted under **"Single Stage Two Envelope Bidding Procedure"** as per clause 38(2) (a) of Punjab Procurement Rules, 2014, **for each lot separately.** The bids shall comprise a single package containing two separate envelopes. The envelope colour of the financial proposal should be **"White"** while of the technical proposal should be **"Khaki"**, containing the following information:-

i.	The bid shall be a single package of two separate envelopes, consisting separately financial and technical proposal;										
ii)	The envelopes shall be marked as "Financial Proposal" and "Technical Proposal"										
iii)	Technical Proposal shall contain complete details of offered product, Sales Tax and Income Tax Registration numbers of the firm. Bid security @ 3% of total estimated price of store (in shape of pay order or Bank draft or any other form of security of any scheduled bank in favour of chief Purchase Officer, Police Department, Govt. of Punjab) be attached with Technical Proposal. Proposals without bid security will be rejected.										
iv)	Financial Proposal shall contain price of the offered product including all taxes/charges whatsoever as per following format on the firm's letter head pad:-										
	<table border="1"><thead><tr><th>Sr: #</th><th>Description</th><th>Unit Price including GST Rs.</th><th>Total unit price including GST (Rs)</th></tr></thead><tbody><tr><td> </td><td> </td><td> </td><td> </td></tr></tbody></table>	Sr: #	Description	Unit Price including GST Rs.	Total unit price including GST (Rs)						
Sr: #	Description	Unit Price including GST Rs.	Total unit price including GST (Rs)								
v)	An affidavit on stamp paper submitting that maintenance of goods and replacement of defective stores shall be done, and neither the firm has been <b>blacklisted</b> on any grounds whatsoever.										

4. Bids will be received till **30.01.2024** before 12:00 Noon and Technical Proposals will be opened at 12:30 PM on the same day while Financial Proposals shall remain (in sealed form) in the custody of the Procuring Agency and would be opened after receipt of technical evaluation report in the presence of pre-qualified bidders.

5. Rates quoted would be considered only if the same are in Pak Rupees and inclusive of all taxes/duties/charges and packing/freight till delivery at CPO Store and shall be valid upto 30.06.2024.

6. Procuring Agency will not be responsible for any cost or expenses incurred by bidders in connection with the preparation and delivery of bids and subsequent presentation/demonstration.
7. The Chief Purchase Officer reserves the right to reject all bids or proposals in line with Rule 35 of PPRA Rules 2014.
8. Please collect the bidding documents containing terms conditions and specifications from the office of Senior Purchase Officer (Addl: IGP/Logistics & Procurement) CPO Complex 3<sup>rd</sup> Floor, Room No.309, Bank Road Near Old Anarkali, Lahore by hand on written request on the firm's letter head pad during the office hours (09.00 am to 05.00 pm) before bids opening i.e. **29.01.2024** on production of Challan (32-A) of Rs.500/- per item deposited in Govt. Treasury under Head CO2636-Police-Fees, Fines & Forfeitures in NBP/State Bank of Pakistan. In case of Public Holiday due to other reason the date of receiving and opening of tender will be next working day.
9. Samples of each item/Boot (**QTY: 06 pair**) will be provided at Sample Store, Qurban Lines, Lahore.

  
**Addl: IGP/Logistics & Procurement,**  
for Provincial Police Officer/IGP  
Punjab, Lahore.

**CC:**

DIG/Technical Procurement, Punjab, Lahore.

**(PROCUREMENT OF BOOTS/SHOES)**

Tender to be opened on \_\_\_\_\_

Name of Firm \_\_\_\_\_

**REQUEST FOR QUOTATIONS**

**BIDDING DOCUMENTS**

**FY-2023-24**



**PUNJAB POLICE DEPARTMENT**

**GOVERNMENT OF PUNJAB**



## DISCLAIMER

1. This request for bidding documents/Request For Quotation (RFQ) has been prepared by the Procuring Agency (“Punjab Police”).
2. The information contained in these bidding documents/RFQ or as may be subsequently provided to the Pre-qualified bidders (bidders) (whether verbally or in documentary or any other form) by or on behalf of the Procuring Agency (PA), 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/RFQ 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/RFQ may not be appropriate for all persons and it’s not possible for PA to consider the objectives and particular needs of each party which reads or uses these bid documents.
5. Each Bidders 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/ RFQ 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 documents/ RFQ becomes the property of the PA, including all business information and proprietary data submitted with all rights of communication and disclosures.
7. The PA shall not be responsible for non-receipt/misplacement/late receipt etc. of any correspondence sent thorough the post / courier / email / fax by the Bidders.
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/ RFQ, each Bidders certifies that he/they understand, accept and agree to the disclaimers set forth above.
10. Nothing contained in any provision of these bidding documents/ RFQ 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.
11. The PA 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.
12. PA may rectify any arithmetical/ clerical/ typo/ or grammatical correction in the bidding documents/ RFP at any stage of the procurement and may change any scope of the services/ works or the required desirables/ goods without prejudice to any condition of the scope.



## Contents

A. Introduction.....	7
1. Punjab Police Department.....	7
2. Eligible Bidder’s Eligibility & Experience.....	7
3. Cost of Bidding.....	8
B. Instructions to the Bidders (ITB) .....	8
4. Content of Bidding Documents .....	8
5. Clarification of Bidding Documents.....	9
6. Amendment of Bidding Documents .....	9
C. Preparation of Bids.....	9
7. Language of Bid.....	9
8. Documents Comprising the Bid.....	9
9. Bid Form.....	10
10. Bid Prices.....	10
11. Bid Currencies .....	11
12. Documents Establishing Bidder’s Eligibility and Qualification.....	11
13.Conformity to Bidding Documents.....	11
14. Bid Security .....	11
15. Period of Validity of Bids .....	12
D. Submission of Bids .....	12
16. Sealing/Signing & Marking of Bids .....	12
17. Deadline for Submission of Bids .....	12
18. Late Bids.....	12
19. Withdrawal of Bids.....	12
E. Opening and Evaluation of Bids.....	13
20. Process of Procurement .....	13
21. Opening of Bids by the Punjab Police .....	13
22. Clarification of Bids.....	13
23. Preliminary Examination .....	14
24. Qualification & Evaluation of Bids .....	15
25. Announcement of Evaluation of Bids.....	15
26. Contacting the Punjab Police .....	15
F. Award of Contract .....	16
27. Award Criteria .....	16
28. Punjab Police Right to Accept or Reject All Bids .....	16



29. Notification of Award.....	16
30. Signing of Contract.....	16
31. Commencement of the Contract .....	16
32. Performance Guarantee.....	16
33. Corrupt or Fraudulent Practices .....	17
34. Grievance Redressal Committee.....	17
35. Settlement of Disputes after issuance of Contract .....	18
36. Liquidated Damages in Case of Late Deliveries of Goods/ Stores.....	18
37. General Guidelines for the Pre-qualified Bidders.....	18
38.EVALUATION CRITERIA: .....	19
Section II General Conditions of Contract.....	22
1. Definitions .....	22
2. Application.....	23
3. Procurement Items/Goods.....	23
4. Use of Contract Documents and Information; Inspection and Audit by the Bank .....	23
5. Performance Guarantee.....	24
6. Transportation.....	24
7. Bidder's Responsibilities .....	24
8. Payment & Prices.....	24
9. Change Orders .....	25
10. Contract & its Commencements .....	25
11. Delays in the Bidder's Performance .....	25
12. Termination on Default.....	25
13. Force Majeure .....	25
14. Termination for Insolvency.....	26
15. Termination for Convenience .....	26
16. Resolution of Disputes/Grievance Committee.....	26
17. Governing Language.....	26
18. Applicable Law .....	27
19. Notices .....	27
20. Taxes and Duties.....	27
21. Corrupt or Fraudulent Practices .....	27
22. Blacklisting Mechanism .....	27
23. Completion of Work/ Supply of goods.....	28
24. Instruction Regarding Letter of Credit Cases .....	28



Section III Special Conditions of Contract .....	29
1. Definitions .....	29
2. Bid Validity.....	29
3. Termination.....	29
4. Firm/Individual Details.....	29
5. Goods Detail .....	29
6. Import Documents .....	29
7. Warranty & After Sale Service .....	29
8. Delivery of Goods.....	30
9. Accounting Unit.....	30
10. Documentation Standards .....	30
11. Affidavit.....	30
12. Tax Certificate .....	30
13. Sample Submission.....	30
14. Violation of Standard Specifications .....	30
15. Payment to Contractor .....	30
16. Contract Amendments .....	30
17. Assignment .....	31
18. Liquidated Damages in Case of Late Deliveries of Goods/ Stores.....	31
19. Settlement of Disputes after issuance of Contract .....	31
20. Inspection Criteria.....	31
21. Insurance.....	32
22. Method of Test.....	32
STANDARD FORMS .....	33
1. Sample Collection Form .....	33
2. Performance Guarantee Form .....	33
3. Manufacturer Authorization Form.....	34
5. Contract Form .....	35
6. Purchase Order Form .....	<b>Error! Bookmark not defined.</b>
7.AFFIDAVIT .....	41
8. Delivery & Completion Schedule .....	41
9.Specification Form.....	42
10. Bidder Profile.....	42

**MANDATORY CHECK LIST**

The provision of this checklist is essential pre-requisite along with submission of tenders or bids. The bidders fail to submit the following documents/ evidence shall be considered as non-responsive.

<b>SR. #</b>	<b>DETAIL</b>	<b>YES / NO</b>	<b>PAGE #</b>
<b>1</b>	Original receipt for purchase of tender.		
<b>2</b>	3% Bid Security of Estimated Price.		
<b>3</b>	Minimum three-year business history from the date of authorization/registration.		
<b>4</b>	Authentic Document of Original Equipment Manufacturer		
<b>5</b>	<u>Affidavit on Rs.100 non Judicial Stamp paper that " All information and supporting documents provided are photocopies of original. In case, any document found fake/having incorrect information, legal action as per PPRA rules and other laws shall be taken against the firm.</u>		
<b>6</b>	Company profile including all requisite details.		
<b>7</b>	Balance sheet, National tax number Certificate, General Sale Tax Number Certificate, Annual Income Tax Returns (Last 03 Year) General Sales Tax Returns (Last 03 Year)		
<b>8</b>	Technical Proposal submission		
<b>9</b>	Acceptance of all terms and conditions mentioned in the bidding document. All the pages of tender documents duly signed and stamped.		
<b>10</b>	Integrity pact duly signed and stamped as per standard forms attached with bidding document.		





## **A. Introduction**

### **1. Punjab Police Department**

- i. Punjab Police/ Procuring Agency (PA) is a key Department of the Government of the Punjab having its Provincial Office (Headquarters) at Lahore, Punjab.
- ii. PA has sufficient funds for this procurement, subject to the approval of the competent authority i.e. Chief Purchase Officer.
- iii. PA aims for retaining security and to provide the quality of life to its citizens. Police intends to procure the Boots/Shoes.
- iv. This procurement is to be completed through restricted bidding process and only even now Pre-qualified Bidders (hereinafter called “the bidders”) are allowed to participate in this bidding process.
- v. All the Bidders shall be requested through this bidding documents /Request for Quotation (RFQ) to submit their bids in prescribed manner.

### **2. Eligible Bidder’s Eligibility & Experience**

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



- directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- ix. The PA shall sanction the Bidders or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in bidding activities in Pakistan, if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing the contract.
  - x. Bidders must not conceal any information that might hinder the execution of the project. The PA shall disqualify or blacklist, the Bidders pursuant to Punjab Procurement Rules- 2014 (amended time to time) on grounds of false, fabricated or materially incorrect information and may take any legal action.

### **3. Cost of Bidding**

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

## **B. Instructions to the Bidders (ITB)**

### **4. Content of Bidding Documents**

- i. The desirable goods with its specification, the terms & conditions for the completion of this procurement and contract terms are prescribed in the bidding documents/RFP. In addition to the Invitation for Bids, the bidding documents include:
  - a. Instructions to the Bidders consist of Pre-qualification documents and its evaluation report(s);
  - b. Bid Data Sheet (dully signed & stamped)
  - c. Specification of Bids;
  - d. Preparation of Bids;
  - e. Price Schedule;
  - f. Bid Submission Form;
  - g. Bid evaluation Criteria;
  - h. Technical & Financial Bids;
  - i. Performance Security Form;
  - j. Goods Delivery time or completion time/schedule, Payment milestone;
  - k. Contract Forms;
  - l. General Conditions of Contract (GCC);
  - m. Special Conditions of Contract (SCC);
  - n. Any other / subsequent from or instructions relevant to this specific procurement if any;
- ii. Bidders are expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in the rejection of its bid.



## **5. Clarification of Bidding Documents**

- i. A prospective Bidders requiring any clarification of the bidding documents may notify the PA in writing, two (02) calendar days before to the closing date and time of the bids or as per decision of PA.
- ii. Pre-bid meeting may be called by the PA at its own or to clarify the bidding document at any time during this process of procurement. But it is the sole discretion of the PA which can't be claim by any /Bidders as a right.

## **6. Amendment of Bidding Documents**

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

## **C. Preparation of Bids**

### **7. Language of Bid**

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

### **8. Documents Comprising the Bid**

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

- a) A Bid Form and a Price Schedule completed in accordance with relevant Clauses of this document and evaluation criteria
- b) Documentary evidence established in accordance with Clause relevant that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;
- c) Documentary evidence established in accordance with relevant ITB Clause that the services to be supplied by the Bidders are conform to the bidding documents; and
- d) Bid security furnished in accordance with relevant ITB Clause or any other information required by the PA.
- e) Bids submitted by a joint venture shall comply with the following requirements:
  - the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners.



- one of the joint venture partners shall be nominated as being in charge; and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- the partner-in-charge shall always be duly authorized to deal with the Purchaser regarding all matters related with and/or incidental to the supply of Goods as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
- a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partner without prior written consent of the Purchaser.
- Note; new JV/ consortium is not allowed at this stage i.e. submission of bids and only pre-qualified bidder (J/V) partners can participate through consortium/ JV partners at this stage of the procurement.

## **9. Bid Form**

The Bidders shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the services provided and delivery of any items regarding the provision of desirables.

## **10. Bid Prices**

- i. The bidders shall fill up the Performa provided in the bidding document as required.
- ii. Prices quoted by the bidders shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price / Optional quotation will be treated as nonresponsive and rejected.



## **11. Bid Currencies**

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

## **12. Documents Establishing Bidder's Eligibility and Qualification**

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

## **13. Conformity to Bidding Documents**

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

## **14. Bid Security**

- i. Pursuant to relevant ITB Clause, the Bidders shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- ii. The bid security shall be in Pak Rupees as per bid data sheet or as required by the PA.
- iii. Unsuccessful bidders' bid security will be discharged or returned as promptly as possible within the expiration of the period of bid validity prescribed by the PA pursuant to relevant ITB Clause as per PPRA rules 2014 (amended). The bid security of successful bidders shall be released after receipt of 10 % performance guarantee for entering into contract.
- iv. The bid security is required to protect the PA against the risk of bidder's conduct before entering into contract which would warrant the security's forfeiture under the followings:
  - a) If a bidder withdraws its bid during the period of bid validity specified by the bidder on the Bid Form; or
  - b) In the case of a successful bidder, if the bidder fails
    - To sign the contract in accordance with requirements
    - To furnish performance guarantee in accordance with relevant ITB Clause.



- To submit its bid in accordance with the conditions of knock out clause / basic requirement or in case of any false information or submission a fake documents or in case of any illegal / fraudulent practice.
- In case of non-responsive towards procurement process at any stage before entering into contract.

## **15. Period of Validity of Bids**

- Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the PA, pursuant to relevant ITB Clause. A bid valid for a shorter period shall be rejected by the PA.
- In exceptional circumstances, the PA may solicit the Bidder's consent to an extension of the period of validity as provided in PPRA Rules 2014 amended time to time.

## **D. Submission of Bids**

### **16. Sealing/Signing & Marking of Bids**

- The bidders shall seal the bid(s) (technical and financial) in separate envelopes after duly marking each page and stamping, signing of the bid(s) (each page) and then separately in an outer envelope. The bidders then pack the both envelopes in main envelope with clear name, address of the Bidder & PA and tender title.
- The bidder must submit a comparative statement (duly signed) containing details/specifications of his product as compared to the specification of the product/item provided by the Police department along with his item/sample for evaluation.
- The proposals/bids should be numbered by the concerned bidder/contractor and concerned official/dealing hand should also have its initial on it.

### **17. Deadline for Submission of Bids**

- Bids received by the PA at the address specified must no later than the time and date specified by the PA.
- The PA may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents or on any other ground on intimation to all Bidders.

### **18. Late Bids**

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

### **19. Withdrawal of Bids**

- The bidders may withdraw its bid after the bid's submission, provided that written notice of the withdrawal that received in the office of PA prior to two (2) day of the deadline prescribed for submission of bids.



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

## **E. Opening and Evaluation of Bids**

### **20. Process of Procurement**

Single Stage Two Envelop method shall be followed as provided here under in these bidding documents/PQD which is not contrary to any provision of procurement Laws/Rules.

### **21. Opening of Bids by the Punjab Police**

- i. The PA will open all bids in the presence of Bidders' representatives who choose to attend, at the time, on the date, and at the place specified. The bidders' representatives with authorization letter and original Identity Card who are present shall sign an attendance sheet evidencing their presence.
- ii. The PA is at its desecration to announce the withdrawal of any bid as requested by the Bidders, present or absent of requisite bid security or any such other details at the time of bid opening. No bid shall be rejected at bid opening (after opening the bids), except for late bids, which shall be returned unopened to the Bidders or bids without 3% bid security. Once the bids are opened it shall be evaluated accordingly.
- iii. The bid without required documents/ documentary evidences, unsigned or unstamped documents or deficient in any manner may not be considered for the evaluation. Evaluation of submitted proposal will be made on the basis of provided documents only and Procuring may forfeit the bid security in such eventuality if submitted bids are deficient or legally incorrect.

### **22. Clarification of Bids**

- i. During evaluation of the bids/prior the signing of the contract or till the completion of the contract or thereafter, the PA may, at its discretion, ask the Bidders for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, accepted or permitted.
- ii. The PA, during evaluation of the bids/prior the signing of the contract may also ask for the following clarification among others:
  - a. Request for any technical information deemed essential for the development of the solution design document.
  - b. Familiarize themselves with the works to be performed in accordance with the Inquiry documents.
  - c. Request the locations coordinates and Point of Contact (POC) from the concern office.
  - d. Familiarize themselves with the working conditions, applicable laws and regulations, labor conditions, environmental aspects and all other conditions that can affect timely delivery of required goods.





- e. Make his own arrangement and inquiries with regards to transportation of own staff and equipment.
  - f. Ask to the bidder for test report from any lab or institution at the bidder's cost or ask for submitting the fee for such test.
  - g. Any other certificate that PA deems necessary for the said project.
- iii. The PA, at any level prior and after the contract execution may ask for the following including any other Inspections & Tests:
- a. PA 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 PA shall notify the bidders 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 inspectors at no charge.
  - c. If any inspected or tested goods/desirables (once or more time) fail to conform to the Specifications, the PA may reject the offer of the bidder, and the bidders 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 PA.
  - d. Any other action may be taken by the PA to inspect or test.
- iv. Bidders shall be required to deposit the sample within 20 days after submission of technical & financial proposals. However, in exceptional cases, AIG/Procurement on request of the firm may grant extension for submission of sample.

### **23. Preliminary Examination**

- i. PA's representatives or (bid opening committee if notified) will preliminary examine the received bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, whether the bidding document fee is paid and whether the bids are generally in order.
- ii. The PA 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 bidders.
- iii. The bid security submitted by bidders shall be verified from the respective bank.
- iv. Technical proposals will be sent to the technical committee after reviewing/scrutinizing the mandatory checklist and if in case the contractor/firm doesn't comply with it the same shall be disqualified.





## **24. Qualification & Evaluation of Bids**

- i. The PA will determine to its satisfaction whether the Bidders are qualified to perform the contract satisfactorily, in accordance with the Evaluation Criteria provided in this bidding documents.
- ii. The determination will take into account the bidders' financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the Bidders, pursuant to ITB relevant Clause(s), as well as such other information, as the PA deems necessary and appropriate.
- iii. The PA will technically evaluate and compare the bids, which have been determined to be substantially responsive, as per Technical Specifications/ Requirement/ Evaluation criteria in preliminary evaluation.
- iv. PA or technical evaluation committee of PA, may at its discretion rectify any error or omission in these documents/ evaluation criteria or correct any arithmetically or typographically mistake at any time that shall be acceptable to the bidders.
- v. The technical responsive bidders shall be intimated accordingly and the technical disqualified/ irresponsive bidder may collect their financial bids subject to submitting an application to the PA with the contents that he/it is satisfied with the technical results announced by the PA and shall not object against this process before any legal Forum/Court.
- vi. If a technically disqualified bidder shows its dissatisfaction in writing on technical evaluation report/results, its financial bid(s) will be retained till the decision of grievance committee and will be returned accordingly.
- vii. The PA shall only financially evaluate bid/ bids, which are declared technically responsive, and the quoted price shall be inclusive of all prevailing taxes and duties, if otherwise mentioned or not mentioned.
- viii. Financial evaluation bid shall be free from all computational errors.

## **25. Announcement of Evaluation of Bids**

- i. The PA shall announce the evaluation report through email/ fax/ letter or any other way and also follow the guidelines of the government in this regard.

## **26. Contacting the Punjab Police**

- i. No Bidder shall contact the PA on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public. If the Bidder(s) wishes to bring additional information or has grievance to the notice of the PA, it shall do so in writing.
- ii. Any effort by a Bidder to influence the PA during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid and forfeiting of its bid security and its blacklisting.



## **F. Award of Contract**

### **27. Award Criteria**

- i. Subject to ITB relevant Clause, the PA will award the contract to the successful Bidder whose bid has been determined to be substantially responsive in accordance with the evaluation criteria and has been determined to be the lowest evaluated bid as defined in PPRA Rules 2014.
- ii. In case if more than one Bidder quotes the same cost / equal (lowest bid) the PA may ask only to those lowest Bidders at once to submit their financial bids again.

### **28. Punjab Police Right to Accept or Reject All Bids**

The PA 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, PA shall incur no liability, solely or by virtue of its invoking the clause of rejection towards the Bidders or any obligation to inform the Bidders the grounds for the rejection of bids.

### **29. Notification of Award**

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

### **30. Signing of Contract**

- i. 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 PA).
- ii. Prior to signing of the contract, the successful Bidder may discuss any issue regarding the contents of the contract with the PA. Nevertheless, there shall be no variation or amendment in the contract without prior approval or consent of the PA. However, no amendment, variation shall be allowed that violates the principles of procurement.
- iii. If the successful Bidder fails to submit the contract in the prescribed time period as mentioned above, the next lowest evaluated Bidder (whose bid is responsive and acceptable) may be issued a letter of acceptance. In such case, the bid security of the former Bidder shall be forfeited in addition to any other legal action.

### **31. Commencement of the Contract**

The Contract shall be commenced after its signing subject to submission of performance guarantee (if any) from the concerned bank keeping in view all applicable laws.

### **32. Performance Guarantee**

- i. Within Five (05) days or as per requirement of the PA, the receipt of notification of award from the PA, the successful Bidder shall furnish the performance guarantee i.e. 10 % of the total contract value in accordance with the Conditions of Contract, as Performance guarantee. In case



of non –provision of stores within delivery period or incomplete delivery or other misconduct, it shall be the responsibility of the contractor/vendor to get extend his bank guarantees if required by the procuring agency.

- ii. Failure of the successful Bidder to comply with the requirement of relevant ITB Clauses or any other requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security/black listing, in which event or on any other reason deems appropriate, the PA may make the award to the next lowest evaluated Bidder or call for new bids.
- iii. Advance Drawl: In case of advance drawl, the vender shall provide 100% advance guarantee in shape of CDR on receipt of payment from police department.

### **33. Corrupt or Fraudulent Practices**

- i. The PA requires that Bidders, observe the highest standard of ethics during the procurement and execution of agreement/ contract(s). For the purposes of this provision, the terms set forth in PPR Rules/ Act or any other Law(s)/ Rule(s) of the Pakistan for corrupt or fraudulent practices shall be applicable:
- ii. The PA will debar a firm/ company, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014 in any case if deems so.
- iii. Furthermore, Bidders shall be aware of the provision stated in General Conditions of Contract.

### **34. Grievance Redressal Committee**

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

- a. Any bidder feeling aggrieved by any act of the PA after the submission of his bid may lodge a written complaint concerning his grievances not later than ten (10) days after the announcement of the bid evaluation report.
- b. The committee shall investigate and decide upon the complaint within fifteen (15) days of the receipt of the complaint.
- c. Mere fact lodging of a complaint shall not warrant suspension of the procurement process.
- d. PA 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 this bidding documents/ RFQ. However, such letter shall not create any vested right in favor of the successful bidder.
- e. 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 report prior to the opening of financial bid. No such request shall be entertained after the opening of financial bid, in consonance with rule 38 & 67 of PPR 2014.



### **35. Settlement of Disputes after issuance of Contract**

After signing of procurement contract any dispute between parties of the contract shall be settled through arbitration. Method of arbitration would be as under: -

- a. Aggrieved party shall submit an appeal against any decision/ act of the Authority (within 15 days) before Senior Purchase Officer who shall entrust the matter to a three members Arbitration Committee to examine the case and submit its recommendations before the Senior Purchase Officer within 15 days.
- b. The affected party can file (within 15 days of the decision) a revision appeal to the Chief Purchase Officer against the decision of Senior Purchase Officer. Before filing the revision appeal he should be required to give an undertaking (in writing) to the effect that the decision of the Chief Purchase Officer is acceptable to him and that it shall not be subject to any legal proceedings or arbitration at a later date.

### **36 Liquidated Damages in Case of Late Deliveries of Goods/ Stores**

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

### **37. General Guidelines for the Pre-qualified Bidders**

- i. In case of any illness/ injuries/ causality resulting from any accident to the staff of Bidders; The PA shall not take any responsibility for the same toward compensation, medical care or meeting any/all medical expenses incurred for the same.
- ii. In case of any labor dispute regarding the employees of Bidder, the PA shall not facilitate to the Bidder or wait for its resolution. However, in no case the schedule work/ services shall be disturbed and the Bidder ensure its completion within timeframe and such circumstances never be treated as force majeure.
- iii. In no case the PA shall be responsible for the conduct/ behavior/ action of the Bidders or its employees toward the breach of any law of the land.



### **38.EVALUATION CRITERIA:**

The following evaluation factors/ criteria will be employed on technical proposals/bids of the participated vendors. The number of points allocated to each factor shall be specified in the Evaluation Report. Only the bids securing minimum of 65% marks (out of total marks) and whose sample have been found as per standard specifications would be declared **technically qualified**.

Sr.	Description	Allocated Marks	Total Marks	
<b>1</b>	<b>Company Profile &amp; Experience</b>			
i.	<p><b>Company Profile</b>            Years of operation (Registration date of NTN/FBR/SECP/Registrar of Firms)            Maximum marks =10 shall be awarded, if firm has 10 years of experience, after date of registration.</p> <p>For less than 10 years, marks shall be calculated as:  <math display="block">\frac{\text{Total Experience} \times 10}{10}</math></p> <ul style="list-style-type: none"> <li>For less than 3 years' experience, no marks shall be awarded.</li> </ul> <p>Note: Certificate which was registered in earlier year shall be considered, date of experience shall be evaluated from the registration of certificate and till 30th June 2023.</p>	10	35	
ii.	<p><b>Relevant Experience</b>            Maximum marks shall be awarded, if firm has completed 3 similar projects in last 5 years.</p> <p>For less than 3 projects, the marks shall be calculated as:  <math display="block">\frac{\text{No of similar projects} \times 15}{3}</math></p> <p>* Only those relevant projects will be considered having Client's signature and stamp on purchase orders, otherwise, no marks shall be awarded. Moreover, similar nature projects means provision of Boots/Shoes or similar items in Government Departments/Semi Government/Private Sector.</p>	15		
iii.	<p><b>Value of Projects</b>            Maximum marks=10 shall be awarded, if firm has completed similar nature projects equal to total estimate of current purchase in last 5 years.</p> <p>For less than the prescribed amount, marks shall be awarded as:  <math display="block">\frac{\text{Amount of completed Projects}}{\text{estimate of current purchase}} \times 10</math></p> <p>*Only those projects will be considered having Client's signature and stamp on purchase orders, otherwise, no marks shall be awarded. Moreover, similar nature projects mean provision of Boots/Shoes or similar items in Government Departments/</p>	10		



	Semi Government/Private Sector. Note: *Value of projects shall be considered for relevant projects only. * Clause 38(ii) and 38(iii) has 25 marks for evaluation, out of these marks, minimum 50%. i.e. 12.5 marks are mandatory in relevant experience (similar projects and value of projects) otherwise bidder shall be disqualified.		
<b>2</b>	<b>Financial Position</b>		
i.	<b>The Closing Balance or credit limit</b> Maximum marks = 15 shall be awarded if “the closing balance/credit limit” is equal to total estimate of current purchase x 2. For less than the prescribed amount, marks shall be: $\frac{\text{Total bank balance/credit limit}}{2} \times \text{estimate of current purchase}$ * Authentic & signed balance sheet or statement copy from relevant bank shall be considered	15	<b>30</b>
ii.	<b>Active tax payer for fiscal year 2022-23</b>	5	
iii	<b>Net tangible worth</b> Maximum mark = 10 shall be awarded if the net tangible worth is equal to total estimate of current purchase x 2. For less than the prescribed limit, marks shall be awarded as: $\frac{\text{Net Tangible Worth}}{2} \times \text{estimate of current purchase}$ * <b>Authentic audit statement of FY 2022-23 signed by Chartered Accountant firm shall be considered.</b> * <b>Annual turnover of last three years (audited financial statements i.e 2020-21,2021-22, 2022-23)</b>	10	
<b>3.</b>	<b>Human Resource</b>		
i.	Number of Technical Staff and supporting staff (Payroll of July 2023 mandatory) (a) Maximum marks = 10 shall be awarded, if firm has 05 technical staff. (02 marks for each technical staff) Technical staff must have BSc with 7 years experience or MSc with 5 years experience. (b) For supporting staff maximum marks = 15 shall be awarded, if firm has 25 supporting staff. For less than 25 marks shall be awarded as: $\frac{\text{No of supporting staff}}{25} \times 15$ <ul style="list-style-type: none"> <li>• List of Technical staff will be provided by bidder along with CVs and necessary details (Payroll of July 2021).</li> <li>• No marks shall be awarded, if CVs and payroll duly signed and stamped are not provided</li> </ul> Following format should be adopted for technical staff:	10             15	<b>25</b>



	Name	CNIC	Degree	Degree Passed Year	Experience in Year	Bank Account No.		
4.	Quality Management System Any Certification Issued * Relevant/valid ISO certificate must be attached otherwise no marks shall be given. (Date of expiry of the contract should be clearly mentioned)						10	<b>10</b>
							<b>Total</b>	<b>100</b>





## Section II General Conditions of Contract

### 1. Definitions

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

- a. “Applicable Laws/ Rules” means the laws/ Rules of Islamic Republic of Pakistan/Punjab, as they may be issued and enforced from time to time.
- b. “Authority” means Punjab Police, Lahore.
- c. “Bid Security” means the bank guarantee or CDR submitted by a Bidder together with a bid to secure the obligations of the Bidder participating in a bidding proceedings
- d. “Blacklisting” means debar the Bidder to participate in any procurement process on any ground provided in the document and uploaded its status on PPRA website or any other procurement site of the country/ world.
- e. “Competent Authority” means 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 PA 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 PA;
  - iv. where an official of PA engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect
- g. “Contract” means the agreement entered into between the Competent Authority and the Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- h. “Contract Price” means the price payable to the lowest evaluated bidders under the Contract for the full and proper performance of its contractual obligations.
- i. “Company” means a company registered or deemed to be register under companies Act, 2018 or under any other authority or foreign company registered in Pakistan.
- j. “Corrupt & Fraudulent Practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty. ; it may include any of the following:
  - i. Coercive practice by impairing or harming or threatening to impair or harm, directly or indirectly, any party or property of the party to influence the action of the party to achieve a wrongful gain or to cause a wrongful loss to another party;
  - ii. Collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the PA to establish prices at artificial, noncompetitive levels for any wrongful gain;





- iii. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
  - iv. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to misleads, a party to obtain a financial or other benefit or to avoid an obligation;
  - v. Obstructive practice by harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process;
- k. “Day” and “Year” means calendar day/ year.
- l. “GCC” means the General Conditions of Contract contained in this section.
- m. “Performance Guarantee” means the bank guarantee or CDR submitted by the bidder to secure obligations under the contract in accordance with the requirement in the bidding document
- n. “Province” means Punjab Province.
- o. “SCC” means the Special Conditions of Contract.
- p. “Bidder” means a legally established professional individual/ firm/ company or entity that may provide/provides the desirables/goods to the PA under the contract.
- q. “The Services” means the work/services to be performed by the firm/company or entity / pursuant to the contract for the completion/delivery of the required goods as per the specifications.
- r. The “PPRA Rules” means the Punjab Procurement Rules 2014 amended to date or any other instructions of the Government relating to the procurement process.
- s. “The Delivery Place/ Site,” shall be CPO Store Chung Lahore or Farooqabad or any other place directed by the PA.
- t. “Procuring Agency” (PA) means the Punjab Police department and any officer authorized to perform on behalf of the Punjab Police department in this procurement process and to sign the contract or to take any action in this respect.

## **2. Application**

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

## **3. Procurement Items/Goods**

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

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

- i. The Bidder shall not, without prior written consent of the PA, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the PA in connection therewith, to any person other than a person employed by the PA in the performance of the Contract.



- ii. The Bidder shall permit the PA 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 PA, if so required.

## **5. Performance Guarantee**

- i. Within Five (05) days after issuance of acceptance letter, the successful Bidder shall furnish performance guarantee to the PA in the amount specified in SCC or on demand or before the execution of the contract.
- ii. The proceeds of the performance guarantee shall be payable to the PA as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.
- iii. The performance security shall be denominated in the currency of the Contract acceptable to the PA and shall be in a form of, Bank guarantee or CDR issued by a reputable bank located in Pakistan, in the form provided in the bidding documents.
- iv. The performance guarantee will be discharged by the PA and returned to the Bidder following the date of completion of the Bidder's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC and receipt of NOC from indenter.
- v. The performance guarantee shall be verified from the concerned bank and in case of its non-confirmation, the PA has right to blacklist or take any legal action under PPRA (2014) Rules against such Bidder.
- vi. In case the PA terminates the contract on any ground provided in the bidding documents/contract the performance guarantee may be forfeited.

## **6. Transportation**

- i. The lowest evaluated Bidder/ Contractor 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 PA or requirement to complete the assignment on a specified place of destination and such related costs shall be included in the Contract Price and cannot be claimed separately in addition to the contractual price.
- ii. The lowest evaluated Bidder/ Contractor 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 Chung Store, Lahore or Farooqabad Store or any other place as directed by the PA. No cost what so ever shall be paid to the contractor in any case by the PA for the transportation or delivery. The bidder shall be responsible of any damage/loss during transportation.

## **7. Bidder's Responsibilities**

Bidder/ Contractor shall ensure the completion of the assignment in accordance with the terms of the contract after approval of the PA.

## **8. Payment & Prices**

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



## 9. Change Orders

The PA at any time, by a written order issued to the successful Bidder/ Contractor, may make any changes in terms of extension of delivery time (if requested by the successful bidder in writing) or increase/decrease in the quantity under the applicable laws 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.

## 10. Contract & its Commencements

- i. No variation in or modification of the terms of the Contract shall be made except mutual consultation of both the parties.
- ii. After signing of the contract the PA may issue separate purchase order to the contractor.

## 11. Delays in the Bidder's Performance

- i. Delay in provision/delivery of goods by the Bidder/ Contractor in accordance with the time schedule prescribed by the PA in the Schedule of Requirements shall not be tolerated and in such default penalty for delaying delivery shall be imposed @ 0.1% per day of the total contract amount and the maximum penalty in such delay shall be 10% of the total amount of the contract.
- ii. The PA's focal person shall conduct visit to the sites in order to monitor progress. The Bidder shall not obstruct visit of PA's focal person or any authorized person and provide full facilitation to such person.

## 12. Termination on Default

- i. The PA, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate this Contract in whole or in part:
  - a. If the Contractor fails to perform his obligations/delivery of goods within the period(s) specified in the Contract, or within any extension thereof granted by the PA pursuant to GCC relevant Clause or
  - b. If the Contractor/ Bidder fails to perform any other obligation(s) under the Contract.
  - c. If the Bidders/ Contractor, in the judgment of the PA has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "Corrupt practice" means that defined in PPRA Rules 2014 amended to date. However, the PA shall follow the prevailing rules and law in case of termination of the contract, if required.
- ii. In the event the PA terminates the Contract in whole or in part, the PA may procure, upon such terms and in such manner as it deems appropriate Services/desirables similar or higher standard to those undelivered, and such additional costs shall be payable by the Contractor/ Bidder. However, the Contractor/ Bidder shall continue performance of the Contract to the extent not terminated. In case of termination by the PA or by the Contractor/ Bidder, the performance guarantee shall be forfeited. Moreover, in case of termination by the PA or the Contractor on any ground or reason the performance security shall be forfeited and encashed promptly.

## 13. Force Majeure

- i. Notwithstanding anything contrary provided in the provisions of GCC Clauses, the Contractor/ Bidder shall not be liable for forfeiture of its performance security, liquidated



damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- ii. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Contractors'/ Bidder's fault or negligence and not foreseeable.
- iii. If a Force Majeure situation arises, the Contractor/ Bidder shall promptly notify the PA in writing of such condition and the cause thereof. Unless otherwise directed by the PA in writing, the Contractor/ Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The benefit of Force Majeure shall be in favor of PA if it happened anytime.

#### **14. Termination for Insolvency**

The PA may at any time terminate the Contract by giving written notice to the Contractor/ Bidder if the Bidder becomes bankrupt or otherwise insolvent or found involve in any corrupt practice. In this event, termination will be without compensation to the Contractor/ 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 PA.

#### **15. Termination for Convenience**

- i. The PA, by written notice of seven (07) days to the Bidders or without such notice, may terminate the Contract, in toto or in part, at any time before the accomplishment of the contract for its convenience. In case of issuing the notice of termination, the PA shall specify that the termination is for the PA's convenience, to what extent/ or whole of the contract with the Bidder is terminated, and the date upon which such termination becomes effective. In case of such termination the provided performance or delivered goods before the period of such termination may be considered by the PA if satisfied.
- ii. All enabling Laws of the land including clauses of PPRA Laws / Rules / Regulations shall be strictly followed in process of procurement or black listing or contract management etc.

#### **16. Resolution of Disputes/Grievance Committee**

- i. The PA shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- ii. Save as otherwise in ITB or above any bidder feeling aggrieved by any act of the PA after the submission of his bid may lodge a written complaint concerning his grievances not later than ten (10) days after the announcement of the bid evaluation report.
- iii. The committee shall investigate and decide upon the complaint within fifteen (15) days of the receipt of the complaint.

#### **17. Governing Language**

The Contract shall be written in the language English. The version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract/ process which are exchanged by the parties shall be written in the



same language. In case of any other language the authenticated translation duly attested may be added with bid and, in case of any ambiguity the language of original documents shall prevail.

## **18. Applicable Law**

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

## **19. Notices**

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

## **20. Taxes and Duties**

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

## **21. Corrupt or Fraudulent Practices**

- i. The PA requires that Contractors'/ Bidder's, observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth in PPRA Rules /Act shall be applicable in addition to any other law:
  - a. The PA will debar a firm/company/ bidder/ contractor or what so ever named, in accordance with Blacklisting procedures under Punjab Procurement Rules 2014 in any case if deems so
- ii. Furthermore, Bidder shall be aware of the provision stated in the General Conditions of Contract.

## **22. Blacklisting Mechanism**

- i. The PA may, under the PPRA or any other applicable Law (s) for a specified period, debar a Bidder from participating in any public procurement process of the PA, if the Bidder/ Contractor has:
  - a. acted in a manner detrimental to the public interest or good practices;
  - b. consistently failed to perform his obligation under the contract;
  - c. not performed the contract up to the mark;
  - d. indulged in any corrupt practice.
- ii. If PA debars a Contractor/ Bidder, the PA:
  - a. shall forward the decision to the Punjab Procurement Regulatory Authority (PPRA) for publication on the website of the PPRA; and
  - b. may request the PPRA to debar the Bidder for procurement of all procuring agencies.
- iii. The PA has right to take any legal action against the Contractor/ Bidder or company if he/they are found involve in corrupt practice in addition to blacklisting.



### **23. Completion of Work/ Supply of goods**

- i. The authorized person of the PA shall issue a satisfactory performance certificate to the Bidder/ Contractor on the completion of the such work/ delivery of goods entrusted to him through the contract by the PA.
- ii. On basis of this completion certificate the contractor shall claim the payment from the PA.

### **24. Instruction Regarding Letter of Credit Cases**

- i. L/C request should invariably be sent to Accountant General, Punjab/ Director General Audit & Accounts, (Works), in triplicate. These copies should be clear and legible, otherwise the same may be returned by the State Bank of Pakistan.
- ii. L/C request should be sent to the State Bank through Accountant General, Punjab/ Director General Audit & Accounts (Works) well in time so that it should be established keeping in view the date of shipment/ validity given in the L/C request. Similarly, the L/C request should be sent well in time of the last date of registration of freeing exchange amount against the shipping period of stipulated therein.
- iii. L/C request should contain complete address of the beneficiary.
- iv. The objection raised by the State Bank of Pakistan on L.C. Request/ shipping Documents must be dealt with promptly and the State Bank informed within three days of the receipt of the objection.
- v. Whenever the goods/ 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 goods/ stores are required to be dispatched by post parcel.
- vi. The name of the Inspection Authority should be clearly mentioned in the A/T as well as L/C request.
- vii. The amount of L/C should always be mentioned in figures as well as words.
- viii. Where the amount of L/C is desired to be increased the validity of L/C should always be extended suitably.
- ix. Where any increase/ decrease in the L/C amount is demanded it should be routed through the Accountant General, Punjab/ Director General Audit & Accounts (Works).
- x. Where any extension in the shipment/ validity is demanded, it should be made well in advance of the expiry of the extended date of shipment/ validity.
- xi. The authority to change the amount to be increased in foreign exchange allocation for the shipping period in question should be mentioned in the letter demanding increase in the L/C amount.
- xii. The amendment letter of L/Cs should be sent in triplicate like the original L/C request.
- xiii. In correspondence with the State Bank, their reference should always be quoted to avoid delay in the disposal of cases.
- xiv. Amendments other than those of increase/ decrease in the L/C amount or extension in shipment/ validity may be sent direct to State Bank.
- xv. Request for extension in date of shipment/ validity should be dealt with promptly.
- xvi. L/C register to watch the progress of L/C should be maintained.
- xvii. The goods/ stores imported against L/C. should be got released by the Liaison Officer (Clearance) S&GAD Govt. of the Punjab or the officer/ authority nominated by Government from time to time.





## Section III Special Conditions of Contract

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

### 1. Definitions

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

### 2. Bid Validity

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

### 3. Termination

The PA 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 contractor for 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 PA.

### 4. Firm/Individual Details

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

### 5. Goods Detail

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

### 6. Import Documents

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

### 7. Warranty & After Sale Service

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



## **8. Delivery of Goods**

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.

## **9. Accounting Unit**

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

## **10. Documentation Standards**

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

## **11. Affidavit**

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

## **12. Tax Certificate**

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

## **13. Sample Submission**

- i. The bidders have to deposit their sample/s (if asked) within 20 days from the date of opening of the tenders at Telecommunications Store Qurban Lines, Lahore. Moreover, the bidder shall be responsible to bear all the expenses incurred for testing of sample from the laboratory etc.
- ii. In exceptional cases, it will be the sole discretion of the PA (AIG/ Procurement), to grant extension in the period for depositing of samples, (on request of the firm/individual).

## **14. Violation of Standard Specifications**

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

## **15. Payment to Contractor**

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

## **16. Contract Amendments**

No variation in finalized brands/makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints. However, in such eventuality the contractor/ bidder shall write to the PA well in time but not later than seven days of such occurrence/ development and thereafter PA may consider that application of amendment and decide it keeping in view the Value for Money. Nevertheless, the offered item/ good should not be inferior to the specification set forth in the bidding documents and any cost/ price escalation shall not be acceptable. Save as above





any other conditions of the contract may be discussed and amended with the mutual agreement of both parties without amendment in the value of the contract.

## **17. Assignment**

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

## **18. Liquidated Damages in Case of Late Deliveries of Goods/ Stores**

- v. The rate of the liquidated damages shall be 0.1 % of the contract price per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 10% of the contract price.
- vi. The supplier who refuses to pay liquidated damages or delays supplies shall be blacklisted. The PA shall make payment of the balance amount after deduction of liquidated damages.
- vii. Recovery of the liquidated damages or any other recoverable damages may be affected from the payments due to the contractors from other purchases being carried out in PA.
- viii. 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 supplier 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.

## **19. Settlement of Disputes after issuance of Contract**

After signing of procurement contract any dispute between parties of the contract shall be settled through arbitration. Method of arbitration would be as under: -

- a. Aggrieved party shall submit an appeal against any decision/ act of the Authority (within 15 days) before Senior Purchase Officer who shall entrust the matter to a three members Arbitration Committee to examine the case and submit its recommendations before the Senior Purchase Officer within 15 days.
- b. The affected party can file (within 15 days of the decision) a revision appeal to the Chief Purchase Officer against the decision of Senior Purchase Officer. Before filing the revision appeal he should be required to give an undertaking (in writing) to the effect that the decision of the Chief Purchase Officer is acceptable to him and that it shall not be subject to any legal proceedings or arbitration at a later date.

## **20. Inspection Criteria**

The supplier shall afford at his own expenses that authorized person of PA shall have full and free access at any time during the contract to the supplier's works. The supplier will make arrangements for the goods/ stores or any part thereof, to be inspected at his premises or at any other place. The supplier shall pay all cost connected with such tests and provide without extra charges all materials, tools, labour and assistance of every kind which the authorized person of PA 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 PA will be the sole Judge) at his own premises for making the tests. The supplier shall bear all the costs associated with it. The supplier shall also provide and deliver free of charge at such place as the authorized person of PA 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 goods/ stores concerned, the cost of the test will be borne by the supplier which is charged by the Laboratory concerned.

## 21. Insurance

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

## 22. Method of Test

The PA 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 PA's sample shall also be checked.

**Rejection:** If any goods/ items are rejected as aforesaid then without prejudice to the foregoing provisions, the PA shall be at liberty to take one or all following actions: -

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



# STANDARD FORMS

## 1. Sample Collection Form

To be filled by Technical Committee of PA				
Name of Item	Make/Model	Quantity	Detail/observation	Date of Submission
<b>PA (Representative)</b>				
To be filled by supplier/contractor				
Name of Item	Make/Model	Batch No.	Clarification of the Observation	Dated
<b>Signature of Bidder</b>				

## 2. Performance Guarantee Form

**To:** Inspector General of Punjab Police, Government of the Punjab, Punjab Police Department, CPO Complex, Bank Road, Near Old Anarkali, Lahore

**Whereas** *[Name of Supplier]* (hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. *[number]* dated *[date]* to supply *[description of goods]* (hereinafter called “the Contract”).



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

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

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

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_

Signature and Seal of the Guarantors/Bank

Address

Date

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

### **3. Manufacturer Authorization Form**

#### **Certificate To Be Filled In By Bidder**

1. We hereby confirm to have read carefully the description of desired Goods and all the terms & conditions of bidding documents/ tender notice IPL No. \_\_\_\_\_ due for opening on- \_\_\_\_\_ for the supply of \_\_\_\_\_ and agree to abide by all terms & conditions etc. of the Punjab Police Department.
2. We also hereby categorically confirm that the Goods offered by us are exactly to the particulars and specification as laid down in your bidding documents/ tender notice in all respects.
3. We also hereby confirm that the Goods will be supplied as per tender specifications and as per schedule period specified in the contract and in case of failure the purchaser reserves the rights to forfeit our bid security/Performance Guarantee including blacklisting the firm.
4. We also hereby confirm that no bogus or fabricated document is attached with the bidding document and all the information provided by us are true.

Name of Bidder:

Signature of Bidder:

Designation:

Seal:

Witness:

Name:

Signature.

Full Address:

CNIC #.



### 5. 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.	<b>No.</b>		<b>/SPO</b>	
2.	Contractor's Name & Address.	<i>M/s -----,</i> <i>-----.</i>			
3.	Contractor's reference.	<i>-----, dated -----.</i>			
4.	Contractor's Sales Tax No.	-----			
5.	Indentor's Name & Address.	.....			
6.	Indentor's Indent No. & Date	<i>-----, dated -----</i>			
7.	Particulars of Stores.				
<b>ITEM</b>	<b>DESCRIPTION OF STORES SPECIFICATIONS</b>	<b>Quantity</b>	<b>RATE PER ----- - IN RS.</b>	<b>TOTAL VALUE IN Rs.</b>	
1	----- <i>(As per approved sample and specifications).</i>	---	----- <i>(Including all taxes whatsoever)</i>	----- <i>(----- only)</i>	
8.	Name and Address of Consignee.	<i>----- on behalf of the Inspector General of Police, Punjab, Lahore.</i>			
9.	Dispatch Instructions.	<i>Free Delivery to consignee's end.</i>			
10.	Inspection Authority.	.....			
11.	Technical Officer.	.....			
12.	Delivery Schedule.	<i>----- or earlier.</i>			
13.	Place of Delivery.	.....			
14.	Payment.	.....			
15.	Part Payment/Part Supply	.....			
16.	Warranty	-----.			

17. **SPECIAL INSTRUCTIONS.**



- (a). The general and special conditions shall be the part and parcel of the contract.
- (b). The Contractor should as per terms of the contract submit his Bill on the prescribed Bill form duly machine numbered. In case of any deviation from the above-prescribed procedure the Payment Office will not be responsible for any delay so caused.
- (c). The Contractor is required to issue 'Acknowledgement' immediately on receipt of Cheque from the Payment Officer. In case he fails to acknowledge the Cheque within 07-days, his subsequent payment will be held in abeyance.
- (d). The contractor shall keep the Consignee and Inspection Authority well informed with the supply position.
- (e). Inspection Call should be sent at least two weeks before the date when the inspection is required, failing which actual date of inspection or two weeks after the receipt of the Inspection call, whichever is earlier, will be considered as the date of offering the stores for inspection.
- (f). The contractor shall return within 3 days the receipt of the contract on the enclosed SLIP duly filled in and signed in token of having received the order.
- (g). The contractor is required to send specimen signatures (in triplicate) of 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 contractor. Any enhancement in price due to any reason shall be borne by the vendor. The change of the contractor's representative authorized to sign bills and receive payments, etc. should be promptly reported by the contractor to the Audit Officer as well as to the purchase officer failing which the entire responsibility for wrong payment shall lie on the contractor.
- (h). Suppliers 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 supplier'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 contractor at his own risk and cost, failing which the stores shall be purchased at his risk and expense.
- (i). **Liquidated Damage.**



The delivery period is essence of the contract. Liquidated damages shall be imposed as per terms & conditions mentioned in the bidding documents. If the contractor fails to adhere to the delivery schedule and intends to seek extension thereof, it will be the sole discretion of the procuring agency either to grant or refuse extension in delivery period, on the basis of justification/reasoning provided by the bidder. The question of refund of liquidated damages may be taken up with Senior Purchase Officer on the representations of the affected party and refund in full or part thereof, may be allowed on merits having regard to condoning circumstances obtaining in the case.

18. **SECURITY.**

*Bank Guarantee No.-----, dated ----- amounting to Rs.-----/- (----- only) as 10% performance guarantee and Bank Guarantee No. -----, dated ----- amounting to Rs.-----/- (----- only) equal to 100% of amount to be drawn in advance* have been obtained for making advance payment to the contractor. In case the contractor fails to execute the contract satisfactorily, the amount of security as well as 100% payment shall be forfeited including Black listing of the firm. The purchaser also reserves the right to purchase the material from elsewhere without any notice at the risk and cost of the defaulting contractor. Further the bidding documents shall part of contract.

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

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

**6. Purchase Order**



**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** /*SPO*  
**No.**

1. DDO Reference No:

*LO -----*

Date

2. **Division** /  
**Department:**

Punjab Police

3.	Contractor's reference.	<i>-----, Dated -----</i>		
4.	Contractor's Sales Tax No.	<i>-----</i>		
5.	Indentor's Name & Address.	<i>.....</i>		
6.	Indentor's Indent No. & Date	<i>-----, dated -----.</i>		
7.	Particulars of Stores.			
ITEM	DESCRIPTION OF STORES SPECIFICATIONS	Quantity in Units	RATE PER UNIT IN RS.	TOTAL VALUE IN Rs.
i.	<i>-----.</i>  <i>(As per approved sample and specifications).</i>	<i>----</i>	<i>-----</i>  <i>(Including all taxes whatsoever)</i>	<i>-----</i>  <i>(----- only)</i>
8.	Name and Address of Consignee.	<i>..... on behalf of the Inspector General of Police, Punjab, Lahore.</i>		
9.	Dispatch Instructions.	<i>Free Delivery to consignee's end.</i>		
10.	Inspection Authority.	<i>.....</i>		
11.	Technical Officer.	<i>.....</i>		
12.	Delivery Schedule.	<i>----- or earlier.</i>		
13.	Place of Delivery.	<i>.....</i>		





14.	Payment.	.....
15.	Part Payment/Part Supply	.....
16.	Warranty	.....

17. **SPECIAL INSTRUCTIONS.**

- (a). The general and special conditions shall be the part and parcel of the contract.
- (b). The Contractor should as per terms of the contract submit his Bill on the prescribed Bill form duly machine numbered. In case of any deviation from the above-prescribed procedure the Payment Office will not be responsible for any delay so caused.
- (c). The Contractor is required to issue ‘Acknowledgement’ immediately on receipt of Cheque from the Payment Officer. In case he fails to acknowledge the Cheque within 07-days, his subsequent payment will be held in abeyance.
- (d). The contractor shall keep the Consignee and Inspection Authority well informed with the supply position.
- (e). Inspection Call should be sent at least two weeks before the date when the inspection is required, failing which actual date of inspection or two weeks after the receipt of the Inspection call, whichever is earlier, will be considered as the date of offering the stores for inspection.
- (f). The contractor shall return within 3 days the receipt of the contract on the enclosed SLIP duly filled in and signed in token of having received the order.
- (g). The contractor is required to send specimen signatures (in triplicate) of their authorized representative who is competent to sign the bills and receive payment on their behalf for onward transmission to Audit Officer duly attested by the Purchase Officer to enable the Audit Office to verify if payment has been received by an authorized representative of the contractor. Any enhancement in price due to any reason shall be borne by the vendor. The change of the contractor’s representative authorized to sign bills and receive payments, etc. should be promptly reported by the contractor to the Audit Office as well as to the purchase officer failing which the entire responsibility for wrong payment will lie on the contractor.
- (h). Suppliers should note that if the stores inspected and released by the Inspection authority are rejected by the consignee or actual user / consumer then the same shall be re-inspected. Re-inspection of such stores by the Inspection Authority shall be in the presence of supplier’s representative. If it is concluded that rejection is justified in term and conditions of contract, stores shall stand rejected and shall be replaced by the contractor at his own risk and cost, failing which the stores shall be purchased at his risk and expense.
- (i). **Liquidated Damage.**

The delivery period is essence of the contract. Liquidated damages will be imposed as per terms & conditions mentioned in the bidding documents. If the contractor fails to adhere to the delivery schedule and intends to seek extension thereof, it will be the sole discretion of the procuring agency either to grant or refuse extension in delivery period, on the basis of justification/reasoning provided by the bidder. The question of refund of liquidated damages may be taken up with Senior Purchase Officer on the



representations of the affected party and refund in full or part thereof, may be allowed on merits having regard to condoning circumstances obtaining in the case.

18. **SECURITY.**

**Bank Guarantee No.-----, dated ----- amounting to Rs.-----/- (----- only) as 10% performance guarantee and Bank Guarantee No. -----, dated ----- amounting to Rs.-----/- (----- only) equal to 100% of amount to be drawn in advance** have been obtained for making advance payment to the contractor. In case the contractor fails to execute the contract satisfactorily, the amount of security as well as 100% payment shall be forfeited including Black listing of the firm. The purchaser also reserves the right to purchase the material from elsewhere without any notice at the risk and cost of the defaulting contractor. Further the bidding documents shall part of contract.

**Senior 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 debitible under Head of Account No. **“PC21013-Police-032102-Provincial Police-----” for the financial year .....**  
**Copies of Bank Guarantee No.-----, dated ----- amounting to Rs.-----/- as 10% performance guarantee and Bank Guarantee No. -----, dated ----- amounting to Rs.----- --/- equal to 100% of amount to be drawn in advance** are 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:- DIG / Tele: & Transport, Punjab, Lahore.
4. INDENTOR: SSP/M.T. Punjab, 236-Ferozepur Road, Lahore.
5. CONSIGNEE: SSP/M.T. Punjab, 236-Ferozepur Road, Lahore on behalf of the Inspector General of Police, Punjab, Lahore

He should keep in touch with Contractor to watch the supply of stores within the prescribed delivery period. On receipt of the store, he should return the copy No.10 of the Inspection Note to the Purchase Officer within seven days in token of having received the store, along with No demand Certificate. In case the stores are 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, to deposit Cheque of 100% Advance Drawal in the account as mentioned in the 100% Bank Guarantee) (**copy enclosed**).
7. AIG/Logistics (AD/Logistics), CPO.
8. Commissioner, Income Tax, Lahore.



9. The Collector Sales Tax, Govt: of Pakistan, Collection of Sales Tax, Lahore.
10. Authentication Officer.
11. Copy to concerned office.

## 7.AFFIDAVIT

(To be filled on Rs.20 Stamp Paper)

### Integrity Pact

We\_\_\_\_(Name of the bidder / supplier) being the first duly sworn on oath submit, that Mr. / Ms.\_\_\_\_(if participating through agent / representative) is the agent / representative duly authorized by\_\_\_\_(Name of the bidder company)\_\_\_\_hereinafter called the Contractor to submit the attached bid to the \_\_\_\_\_(Name of the 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 bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

\_\_\_\_\_  
Signature & Stamp

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

## 8. Delivery & Completion Schedule

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

The delivery period shall start as of \_\_\_\_\_.

Item No.	Description	Delivery	Location	Required
----------	-------------	----------	----------	----------



	of Goods	Schedule (Duration)		Arrival Date of Goods

## 9. Specification Form

Sr. No.	Item Name	Specification Dimensions

## 10. Bidder Profile

Sr.#	Particulars
1.	Name of the company
2.	<b>Registered Office</b>
	Address
	Office Telephone Number
	Fax Number
3.	<b>Contact Person</b>
	Name
	Personal Telephone Number
	Email Address
4.	<b>Local office if any</b>
	Address
	Office Telephone Number
	Fax Number
5.	<b>Bid Signing Authority</b>
	Name
	Address
	Personal Telephone Number
	Email Address
	Please enclose Authorization or Power of Attorney to sign and submit the Bidding
6.	Address for communication under the current Bidding
7.	<b>Registration Details</b>



NTN Registration Number
GST Registration Number
Banker's Name, Address and Account Numbers

**a) Bid Security**

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

**b) Details of Balance Sheet (last three years)**

#	Audited Balance Sheets	Bidder
1.	2020-21	
2.	2021-22	
3.	2022-23	
4.	Please enclose audited annual balance sheets.	

**c) Details about Income Tax (last three years)**

#	Audited years	Bidder
1.	2020-21	
2.	2021-22	
3.	2022-23	
4.	Please enclose Income Tax Returns	

**d) Details about Annual Turnover (last three years)**

#	Audited years	Bidder
1.	2020-21	
2.	2021-22	
3.	2022-23	