#### **TENDER NOTICE**

Punjab Police Department invites sealed tenders based on the Punjab Procurement Rules 2014, from well reputed firms, registered with Income Tax and Sales Tax Departments/Punjab Revenue Authority, for procurement of Machinery items for CPO Complex Lahore.

Sr#	Tender Subject	Last date and time for receiving tender/venue	Date and time for opening tender	Total Estimated Cost	Bid Security (3% of estimated price)
1.	Different Machinery (detail of items in bidding documents/enclosures)		02.06.2023	Rs.1,700,000/-	Rs.51,000/-

Interested eligible bidders can get the tendered item's/services specification after submission of written application along with tender fee PK Rs. 500/- (non-refundable) through Challan Form 32A duly deposited under "Head of account CO 2636 Police- Fees, Fines & Forfeiture" in NBP / State Bank of Pakistan which shall be issued only during working hours immediately after publication / uploading of this tender. A copy of the Bidding Documents is available for information and can be downloaded from the websites www.punjabpolice.gov.pk and ww.ppra.punjab.gov.pk. In case the bidding documents are downloaded from websites, the required cost of the bidding documents shall be paid at the time of submission of bids.

Sealed bids are required to reach as per above schedule in the office of AIG/ Logistics Punjab, CPO Complex, 3rd Floor Room No. 301, Bank Road, Near Old Anarkali latest by 02.06.2023 on 11:00 am. The bids shall be opened on the same date after 30 minutes of its closing time as mentioned above at 11:30 am.

The authority reserves the right to reject all bids or proposals in line with Rule 35 of PPRA Rules CPO Complex, Bank Road, Near Old Anarkali, Lahore.

> AIG/Logistic: for Provincial Police Officer/IGP,

Punjab, Lahbre.

# BIDDING DOCUMENT FOR

## PROCUREMENT OF GOODS

FY-2022-23

Tender to be opened on	
Name of Equipment	
Γotal Estimated Cost	
Name of Firm/Individual	



POLICE DEPARTMENT
GOVERNMENT OF PUNJAB

Assistant Director Logistics, CPO, Punjab Lahore AIG/Logistics for Inspector General of Police Punjab, Linore

## DISCLAIMER

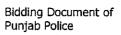
- 1. This request for biding documents has been prepared by the Procuring Agency ("Punjab Police").
- 2. The information contained in these biding documents or as may be subsequently provided to Bidders (whether verbally or in documentary or any other form) by or on behalf of the Procuring Agency, on the terms and conditions set out in these bid documents, are indicative only and are provided solely to assist in a preliminary assessment of the proposed procurement.
- 3. These biding documents do not constitute an agreement; its sole purpose is to provide interested Bidders with information that may be useful to them in preparing their bids pursuant to these bid documents.
- 4. These biding documents may not be appropriate for all persons and it's not possible for Procuring Agency to consider the objectives and particular needs of each party which reads or uses these bid documents.
- 5. Each Bidder shall, therefore, conduct its own due investigation and analysis, check the accuracy, adequacy, correctness, reliability and completeness of the assumption, assessments, statements and information contained in these biding documents and seek independent professional advice on any or all aspects of these documents, as deemed appropriate.
- 6. All information submitted in response to this biding document becomes the property of the Procuring Agency, including all business information and proprietary data submitted with all rights of communication and disclosures.
- 7. The Procuring Agency shall not be responsible for non-receipt/misplacement/late receipt etc. of any correspondence sent thorough the post / courier / email / fax by the Bidder.
- 8. No decision shall be based solely on the basis of the information provided for any statements, opinions or information provided in these bid documents.
- 9. While submitting a proposal in response to these biding documents, each Bidder certifies that he/they understand, accept and agree to the disclaimers set forth above.
- 10. Nothing contained in any provision of these biding documents or any statements made orally or in writing by the person or party shall have the effect of negating or suspending any of the disclaimers set forth herein.

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



## Table of Contents

28.	Procuring Agency Right to Accept or Reject All Bids	ASSISTANT THE COURT LEGISLES
27.	Award Criteria	• /
F.	Award of Contract	$\bigcap_{h} 16$
26.	Contacting to the Procuring Agency	15
25.	Announcement of Evaluation of Bids	15
24.	Qualification & Evaluation of Bids	
23.	Preliminary Examination	14
22.	Clarification of Bids	13
21.	Opening of Bids by the Punjab Police	13
20:	Process of Procurement	•
E.	Opening and Evaluation of Bids	13
19.	Withdrawal of Bids	12
18.	Late Bids	12
17.	Deadline for Submission of Bids	12
16.	Sealing/Signing & Marking of Bids	12
D.	Submission of Bids	12
15.	Period of Validity of Bids	12
14.	Bid Security	11
13.	Conformity to Bidding Documents	11
11.	Documents Establishing Bidder's Eligibility and Qualification	11
10.	Bid Currencies	:11
9.	Bid Form	10
8.	Documents Comprising the Bid	10
7.	Language of Bid	10
C.	Preparation of Bids	. 10
6.	Amendment of Bidding Documents	
5.	Clarification of Bidding Documents	•
4.	Content of Bidding Documents	9
B.Ins	tructions to the Bidders (ITB)	9
3.	Cost of Bidding	
2.	Eligible Bidder's Eligibility & Experience	
A. In	Punjab Police Department & This Project/ Procurement	_
A In	troduction	8





24.	Instruction Regarding Letter of Credit Cases	26
	Section III Special Conditions of Contract	27
1.	Definitions	27
2.	Bid Validity	27
3.	Termination	27
4.	Firm/Individual Details	27
5.	Goods/ Services Detail	28
6.	Import Documents	28
7.	Warranty & After Sale Service	28
8.	Delivery/completion of services of Goods/Services	28
9.	Accounting Unit	28
10.	Documentation Standards	28
11.	Affidavit	28
12.	Tax Certificate	
13.	Sample Submission	28
14.	Violation of Standard Specifications	29
15.	Payment to Contractor	29
16.	Contract Amendments	29
17.	Assignment	29
18.	Liquidated Damages in Case of Late Deliveries of Stores/ Services	29
19.	Settlement of Disputes after issuance of Contract	30
20.	Inspection Criteria	30
21.	Insurance	30
22.	Method of Test	31
23.	Submission of the Bid	31
STA	NDARD FORMS	31
1.	Tender NoticeError! Bookmark not defined.	32
<u>2</u>	Performance Guarantee Form	33
3.	Manufacturer Authorization Form	34
4.	Contract Form	35-36



## **CHECK LIST**

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

SR.	DETAIL	YES / NO	PAGE #
#			
1	Original receipt for purchase of tender along with Standard Bidding Documents.		
2	3% Bid Security of Estimated Price. The bid security must be submitted with Technical proposal.		
3	Minimum one-year business history from the date of Authorization/registration.		·
4	Work order/supply order/purchase order of previous relevant experience.		
5	An affidavit on stamp paper of Rs.100/- or above submitting following clauses:		
	<ul> <li>i. That the maintenance of Goods/Services and replacement of defective parts under warranty shall be done.</li> <li>ii. That neither the firm/individual has been blacklisted on any grounds whatsoever or is being proceeded against or is involved in litigation. This certificate shall remain operative till the finalization of the procurement.</li> <li>iii. The photocopies of all the documents attached are genuine and correct to the best of my knowledge. Any documents found fake during any stage of procurement shall lead to cancellation of my tender document along with proceeding as per PPRA rules.</li> </ul>		
6	Audited Financial Statement, National tax number Certificate, General Sale Tax Number Certificate, (Last 03 Year).		
7	OEM/Authorized Agent /Dealership Authorization certificate (If specifically mentioned in the specifications).		
8	Individual /Firm /Company must be an active Tax Filer		





## 6. Amendment of Bidding Documents

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

## C. Preparation of Bids

## 7. Language of Bid

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

## 8. Documents Comprising the Bid

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

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

#### 9. Bid Form

- i. The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the services provided and delivery/completion of any items/services regarding the provision of desirables.
- ii. The Bidder shall fill up the Performa provided in the bidding document as required.
- iii. Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price / Optional quotation will be treated as nonresponsive and rejected.



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

#### 11. Documents Establishing Bidder's Eligibility and Qualification

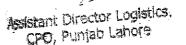
- i. Pursuant to ITB Clause relevant, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.
- ii. The documentary evidence of the Bidder's eligibility to bid shall establish to Procuring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

## 13. Conformity to Bidding Documents

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

#### 14. Bid Security

- i. Pursuant to relevant ITB Clause, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- ii. The bid security shall be in Pak Rupees as per bid data sheet or as required by the Procuring Agency.
- iii. Unsuccessful Bidder's bid security will be discharged or returned as promptly as possible the expiration of the period of bid validity prescribed by the Procuring Agency pursuant to relevant ITB Clause and/or as per enabling clause of PPRA rules 2014 (amended). The bid security of successful Bidder shall be released after receipt of 10 % performance guarantee for entering into contract.
- iv. The bid security is required to protect the Procuring Agency against the risk of Bidder's conduct before entering into contract which would warrant the security's forfeiture under the followings:
  - a. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or found involve in corrupt practice or submit counterfeited, forged, fake or fabricated documents or disclose wrong information to Procuring Agency and/or
  - b. In the case of a successful Bidder, if the Bidder fails



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

## E. Opening and Evaluation of Bids

#### 20. Process of Procurement

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

## 21. Opening of Bids by the Punjab Police

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

#### 22. Clarification of Bids

- i. During evaluation of the bids/prior the signing of the contract or till the completion of the contract or thereafter, the Procuring Agency may, at its discretion, may ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, accepted or permitted.
- ii. The Procuring Agency, during evaluation of the bids/prior the signing of the contract may also ask for the following clarification inter alia;
  - a. Request for any technical information deemed essential for the development of the solution design document.
  - b. Familiarize themselves with the works to be performed in accordance with the Inquiry documents.
  - c. Request the locations coordinates and Point of Contact (POC) from the concern office.



#### 24. Qualification & Evaluation of Bids

- i. The Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the Evaluation Criteria provided in this bidding documents.
- ii. The determination will take into account the Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB relevant Clause(s), as well as such other information, as the Procuring Agency deems necessary and appropriate.
- iii. The Procuring Agency (Technical evaluation committee) will technically evaluate and compare the bids, which have been determined to be substantially responsive, as per Technical Specifications/ Requirement/ Evaluation criteria in as per bid evaluation criteria.
- iv. The technical responsive bidders shall be intimated accordingly and the technical disqualified/irresponsive bidder may collect their financial bids subject to submitting an application to the Procuring Agency with the contents/ acknowledgement that he/it is satisfied with the technical results announced by the Procuring Agency and shall not object against this process before any legal Forum/Court.
- v. If a technically disqualified bidder shows its dissatisfaction in writing on technical evaluation report/results, its financial bid(s) will be retained till the decision of grievance committee and will be returned accordingly.
- vi. Any bidder whose bid has been declared irresponsive or disqualified by the Committee/ Procuring Agency he may file his grievance in writing before the Grievance Redressal Committee of the Procuring Agency within three (10) days after the opening of financial bid.
- vii. The Procuring Agency shall only financially evaluate bid/ bids, which are declared technically responsive, and the quoted price shall be inclusive of all prevailing taxes and duties, if otherwise mentioned or not mentioned.
- viii. Financial evaluation bid shall be free from all computational errors.

#### 25. Announcement of Evaluation of Bids

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

#### 26. Contacting to the Procuring Agency.

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



#### 31. Commencement of the Contract

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

#### 32. Performance Guarantee

- i. Within Five (05) days or as per requirement of the Procuring Agency, on receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the performance guarantee i.e., 10 % of the total contract value, as performance guarantee form provided in the bidding documents. In case of non-provision of Stores/Services within delivery/completion of period or incomplete delivery/ services, or other misconduct it shall be the responsibility of the contractor/vendor to get extended 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 Procuring Agency 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.

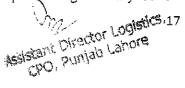
## 33. Corrupt or Fraudulent Practices

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

#### 34. Grievance Redressal Committee

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

- a. Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten (10) days after the announcement of the bid evaluation report.
- b. The committee shall investigate and decide upon the complaint within fifteen (15) days of the receipt of the complaint.
- c. Mere fact lodging of a complaint shall not warrant suspension of the procurement process.
- d. All technically qualified/disqualified bidders may have an opportunity to raise their objections, if any, through their grievance petition against any of the





- schedule work/ services shall be disturbed and the Bidder ensure its completion within timeframe and such circumstances never be treated as force majeure.
- iii. In no case the Procuring Agency shall be responsible for the conduct/ behavior/ action of the Bidder or its employees toward the breach of any law of the land.

#### BID EVALUATION CRITERIA FOR PROCUREMENT OF GOODS

Bidding will be based on applicant fulfilling the following qualification criteria:

Ch	ecklist	Responsive	Non- Responsive
i)	Registration with Income Tax Authorities (National Tax Number NTN) at least three years old		
ii)	Copy of Registration with Sales Tax Authorities (STRN)		
iii)	Copy of Registration (Professional Tax Certificate)		7.774.4
iv)	<ul> <li>Affidavit on non-judicial Stamp Paper of Rs. 100</li> <li>(i) The firm has not been black listed from any Department.</li> <li>(ii) The documents/photocopies provided with big are authentic. In case of any fake/bogus document look at any stage. The firm shall be black listed as per Rules/Laws.</li> <li>(iii) Affidavit for correctness of information.</li> <li>(iv) Contractor/firm is not blacklisted or subject to any pending litigation with any Government of the correctness.</li> </ul>		
v)	Public Department.  Vendor Number with proposal/bid		
vi)	Original Bid Security 3% of quarterly allotted funds be the Government.	py	
vii)	Firm's sample / offered equipment should be as pe specifications/approved sample of the department	er	•

The firm/dealer would not be considered qualified provided the mandatory checklist is not provided.

Technical / Financial Proposals should be dully typed / printed. If any bid found hand-written, the same will be rejected.

Payments will be made against the satisfactory performance (satisfactory delivery/acceptance of goods) of the contractor /bidder from the respective department.

Assistant Director Logistics, CPO, Punjab Lahore

19



#### 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 proceeding
- 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 procuring agency to obtain an undue benefit for himself or those affiliated with him;
  - ii. receiving or giving any remuneration directly or indirectly in connection with the assignment except as providing in the contract;
  - iii. any engagement in consulting or other procurement activities of a Bidder that conflicts with his role or relationship with the procuring agency;
  - iv. where an official of procuring agency engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement, in a direct or an indirect
- g. "Contract" means the agreement entered into between the Competent Authority and the Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- h. "Contract Price" means the price payable to the lowest evaluated bidders under the Contract for the full and proper performance of its contractual obligations.
- i. "Company" means a company registered or deemed to be register under companies Act, 2018 or under any other authority or foreign company registered in Pakistan.
- j. "Corrupt & Fraudulent Practices" includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty.; it may include any of the following:
  - i. Coercive practice by impairing or harming or threatening to impair or harm, directly or indirectly, any party or property of the party to influence the action of the party to achieve a wrongful gain or to cause a wrongful loss to another party.

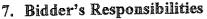
- ii. Collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain.
- iii. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain.
- iv. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to misleads, a party to obtain a financial or other benefit or to avoid an obligation.
- v. Obstructive practice by harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.
- k. "Day" and "Year" means calendar day/ year.
- I. "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/Services to the Procuring Agency under the contract.
- q. "The Services" means the work to be performed by the firm/company or entity / pursuant to the contract for the completion/delivery/completion of services of the required Goods/work 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/completion of services Place/ Site," shall be at CPO Complex or any other place directed by the Procuring Agency.

#### 2. Application

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

#### 3. Procurement Items/services/Goods

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



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

## 8. Payment & Prices

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

## 9. Change Orders

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

## 10. Contract & its Commencements

- i. No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- ii. After signing of the contract, the Procuring Agency may issue separate purchase order to the contractor.

## 11. Delays in the Bidder's Performance

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

#### 12. Termination for Default

- i. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidders, may terminate this Contract in whole or in part:
  - a. If the Bidder fails to perform his obligations/delivery/completion of Goods/Services within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC relevant Clause or
  - b. If the Bidder fails to perform any other obligation(s) under the Contract.
  - c. If the Bidders/, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "Corrupt practice" means that defined in PPRA Rules 2014 or Act 2009 amended to date. However, the Procuring Agency shall follow the prevailing rules and law in case of termination of the contract, if required.

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

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

of the receipt of the complaint.

17. Governing Language

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

18. Applicable Law

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

#### 19. Notices

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

## 20. Taxes and Duties

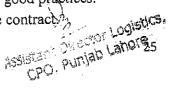
Bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until full satisfactory delivery/completion of services to the Procuring Agency.

## 21. Corrupt or Fraudulent Practices

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

## 22. Blacklisting Mechanism

- The Procuring Agency may, under the PPRA or any other applicable Law (s) for a specified period, debar a Bidder from participating in any public procurement process of the Procuring Agency, if the Bidder has:
  - a. acted in a manner detrimental to the public interest or good practices.
  - b. consistently failed to perform his obligation under the contracts



In correspondence with the State Bank, their reference should always be quoted to avoid delay xiii. in the disposal of cases.

Amendments other than those of increase/ decrease in the L/C amount or extension in xiv. shipment/validity may be sent direct to State Bank.

Request for extension in date of shipment/ validity should be dealt with promptly. XV.

L/C register to watch the progress of L/C should be maintained. xvi.

The Stores imported against L/C should be got released by the Liaison Officer(Clearance) xvii. 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

b.The country: Islamic Republic of Pakistan

c. The Delivery/completion of services Place / Site is: The place where the store/service is to be delivered by the firm.

2. Bid Validity

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

#### 3. Termination

The Procuring Agency has the right to scrap the procurement process at any stage before the signing of the contract or to terminate the contract as per his convenience without prior notice or by written notice of seven (7) days. The duration of the contract shall be decided at the time of contract signing, the contact may be for a specific period till the successful completion of the assignment or more or less. In addition to the contract, in case of extended contract, work order shall be issued to the contractor for a specific Goods/Services without compromising the rates in accordance with the applicable laws and such work order shall be terminated on its time completion or prior to that as per covenant of Procuring Agency.

## 4. Firm/Individual Details

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

CPO Punjab Lahore



(AIG/Logistics), to grant extension in the period for depositing of samples, (on request of the firm/individual).

## 14. Violation of Standard Specifications

Goods/Services/ 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/completion of work and the inspection of Goods/ Services rendered and after satisfaction the bill for payment will be forwarded to the office of Accountant General Punjab, for payment to the contractor.

## 16. Contract Amendments

No variation in finalized brands/makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints. However, in such eventuality the contractor/bidder shall write to the procuring agency well in time but not later than seven days of such occurrence/ development and thereafter procuring agency may consider that application of amendment and decide it keeping in view the Value for Money. Nevertheless, the offered item/ good should not be inferior to the specification set forth in the bidding documents and any cost/ price escalation shall not be acceptable. Save as above any other conditions of the contract may be discussed and amended with the mutual agreement of both parties without amendment in the value of the contract.

## 17. Assignment

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

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

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/Services or part thereof shall be 10% of the contract price.

ii. The supplier who refuses to pay liquidated damages or delays supplies shall be blacklisted. The Procuring Agency shall make payment of the balance amount after deduction of liquidated

damages.

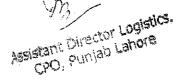
ii. Recovery of the liquidated damages may be affected from the payments due to the contractors

from other purchases being carried out in Procuring Agency.

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.

After imposition of Liquidated damages, the firm can prefer an application to the relevant

authority within 15 days to review the decision.



Supplier shall ensure insurance in advance in full on prevailing premium rates at the time of shipment of the Goods/Services on the behalf of the Procuring Agency for which the cost is inclusive in the Contract Price.

#### 22. Method of Test

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

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

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

## 23. Submission of the Bid

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

The participating firms are required to deposit samples at CPO if required within 10 days after tender opening. Assistant Director Logistics.

31

CPO, Punjab Lahore

#### **TENDER NOTICE**

Punjab Police Department invites sealed tenders based on the Punjab Procurement Rules 2014, from well reputed firms, registered with Income Tax and Sales Tax Departments/Punjab Revenue Authority, for procurement of Machinery items for CPO Complex Lahore.

Sr# Tender Subject	Last date and time for receiving tender/venue	Date and time for opening tender	Total Estimated Cost	Bid Security (3% of estimated price)
Different Machinery (detail of items in bidding documents/enclosures)	01.06.2023	02.06.2023	Rs.1,700,000/-	Rs.51,000/-

Interested eligible bidders can get the tendered item's/services specification after submission of written application along with tender fee PK Rs. 500/- (non-refundable) through Challan Form 32A duly deposited under "Head of account CO 2636 Police- Fees, Fines & Forfeiture" in NBP / State Bank of Pakistan which shall be issued only during working hours immediately after publication / uploading of this tender. A copy of the Bidding Documents is available for information and can be downloaded from the websites <a href="www.punjabpolice.gov.pk">www.punjabpolice.gov.pk</a> and <a href="www.punjab.gov.pk">www.punjabpolice.gov.pk</a> and <a href="www.punjab.gov.pk">www.punjab.gov.pk</a>. In case the bidding documents are downloaded from websites, the required cost of the bidding documents shall be paid at the time of submission of bids.

Sealed bids are required to reach as per above schedule in the office of AIG/ Logistics Punjab, CPO Complex, 3<sup>rd</sup> Floor Room No. 301, Bank Road, Near Old Anarkali latest by <u>02.06.2023</u> on <u>11:00 am</u>. The bids shall be opened on the same date after 30 minutes of its closing time as mentioned above at <u>11:30 am</u>.

The authority reserves the right to reject all bids or proposals in line with Rule 35 of PPRA Rules CPO Complex, Bank Road, Near Old Anarkali, Lahore.

**AIG/Logistics,** for Provincial Police Officer/IGP, Punjab, Lahore.

Bidding Document of Punjab Police



#### 2. Performance Guarantee Form

To: Provincial Police Officer, Government of the Punjab, Police Department, CPO Complex, Bank Road, Near Old Anarkali, Lahore.

Whereas [Name of Supplier] Vendor (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [number] dated [date] to supply [description of Goods/Services] (hereinafter called "the Contract").

And whereas it has been stipulated by you in the said Contract Vendor /Firm/ Supplier shall furnish you with a Bank Guarantee, CDR, Bank Draft 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	, 2023
Signature and Seal of the Guarantors/Ban Address	k	
Date		
Note: It should be valid for a period eq	ual to the warrai	ity period.

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



#### 4. Contract Form

	~			4	74. T
In co	nfirm	ation	to	letter	IVO.

## CONTRACT BETWEEN Punjab Police Department and M/s ------

This agreement is executed on

No.	/C-III	
	·	
		· · · · · · · · · · · · · · · · · · ·
<u> </u>	<del> </del>	
Quantity	RATE PER UNIT IN RS.	TOTAL VALUE IN Rs.
24 20 24 24 24 25 24	Nation Regards to the pa	
ed	(Including all taxes whatsoever)	( only)
	<u></u>	
	-	
	· · · · · · · · · · · · · · · · · · ·	
-	·	
	•	
	Quantity	Quantity RATE PER UNIT IN RS.  d (Including all taxes whatsoever)

#### SPECIAL INSTRUCTIONS.

- a). The general and special conditions shall be the part and parcel of the contract.
  - 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.
  - 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.
  - The contractor shall keep the Consignee and Inspection Authority well informed with the supply position.

Signature & Stamp



## 5. AFFIDAVIT

(To be filled on Rs.20 Stamp Paper)

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

Subscribed and sworn to me this	day of	_
•		
•		
		Notary Public



## LIST OF GOODS WITH DETAIL TO BE PROCURED

Sr. No.	Item Names	Qty
	Plant & Machinery Items	
1.	Projector Laser Light Source	1
2.	HDMI Cable 10 meter	1
3.	Projector Bracket	1
4.	Projector Screen motorized 10x8	1
5.	Mics Rod Video-Mic Pro Plug (wireless micro Phone)	1
6.	Celling Fan (56" Copper)	1
7.	Bracket Fan Copper	14



Name ·	
Personal Telephone Number	
Email Address	
4.	Local office if any
Address	
Office Telephone Number	
Fax Number	and a second control of the second control o
5.	Bid Signing Authority
Name	
Address	Manager Committee of the Committee of th
Personal Telephone Number	en e
Email Address	and the second s
Please enclose Authorization or Power of	f Attorney to sign and submit the Bidding
6. :	Address for communication under the current Bidding
7.	Registration Details
NTN Registration Number	Administration of the control of the
GST Registration Number	
PRA Registration Number Banker's Name, Address and Account N	umbers

aì	Bid	Security	

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