

CTD PUNJAB TENDER NOTICE

CTD Punjab invites sealed tenders based on the Punjab Procurement Rules 2014, from the firms / contractors (income tax & sales tax registered), for "Funds for Muharram Duties".

CONDITIONS

1. Tender would be opened on **Friday 05.08.2022 at 11:00 Hours** in presence of bidders or their representatives.
2. The bidding documents containing all terms & conditions, requirements, specifications, financial implications etc. can be obtained against written request from the office of SSP/Admn/CTD Punjab, CTD HQ opposite Jallo Park, Lahore by hand on written request on the firm's letter head pad, on any working day during office hours. Bidding documents can be purchased immediately after the date of publication at cost of Rs. 1,000/- on production of challan form (32-A) of Rs. 1,000/- deposited in Govt. Treasury under head CO-2642-Police-Others in the NBP / State Bank of Pakistan. In case of public holiday due to any reason, the date of receiving and opening the tenders will be considered the next working day.
3. Each bid (having detail of all items) shall comprise a single sealed package / envelope having Technical & Financial proposals (inclusive of all taxes) on firm's letter pad.
4. Tender/offer can be submitted to this office (in sealed form) till **05.08.2022 at 10:30 Hours** along with Samples, Broucher/Catalogue etc.
5. The bidders shall submit bid security **3% of the estimated cost under Rules 27 of PPRA 2014, Chapter V.** with their technical proposals in shape of Pay Order or CDR of any scheduled bank in favour of the SSP/Admn, Counter Terrorism Department Punjab, Lahore.
6. On acceptance of tenders, the bidders shall deposit performance guarantee **under PPRA Rules 2014, Section 56, Chapter VIII. @ 10%** of the total value of the contract in the form of deposit at call in the name of the SSP/Admn, Counter Terrorism Department Punjab, Lahore and draw the contract agreements. Security shall be refunded on successful completion of the contract.
7. (1) The SSP/Admn, Counter Terrorism Department Punjab, Lahore reserves the rights to reject all bids or proposals at any time prior to the acceptance of a bid or proposals **under Rules 35 of PPRA 2014.**
(2) The procuring agency shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds.
8. The tendering process / conditions will be as per Punjab Procurement **Rules, 2014. Section 38(1) "Single Stage" "One Envelope"**.
9. Income/Sales tax registration certificate and other documents as mentioned in Tender Document must accompany the Technical bids. Taxes will be deducted as per Government rules.
10. Late Comers will not be allowed to participate in the Tender.



SSP/Admn

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

**BIDDING DOCUMENTS THROUGH TENDER / FRAMEWORK
CONTRACT**



**COUNTER TERRORISM DEPARTMENT (CTD)
HEADQUARTER**

PUNJAB, LAHORE

POLICE DEPARTMENT

CTD HQ, opposite Jallo Park, Lahore

Tel: 042-99250757 Fax: 042-99250703-04

Website: ctrl.rm@punjab.gov.pk

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1 INVITATION / INSTRUCTIONS TO BIDDERS

BIDDING DOCUMENTS OF FUNDS FOR MUHARRAM DUTIES

Sealed Bids on framework basis are invited from firms engaged in trading, registered with Tax Department (I.T. Tax, Sales Tax & Punjab Sales Tax).

Bidding Document, in the English language, can be purchased by the interested bidders on the submission of a written Bid to the address below and upon payment of a non-refundable fee of Pak Rs. 1000/- of each head of account which should be deposited in Govt. Treasury under Head CO2642- Police –Others in the NBP/ State Bank of Pakistan, Lahore.

Sr. No.	Head of Accounts	Amount (in millions)	Remarks
1.	Funds for Muharram Duties	1.8	Detail of items, quantities and estimated costs enclosed with bidding documents

Bids must be delivered to the address below at or before **05.08.2022 at 10:30 Hours**. All Bids must be accompanied by a Bid Security of **3%** of the estimated price in the form of CDR/Bank Guarantee / Demand Draft / Pay Order. Late bids shall be rejected. The Bids will be opened on the same day at **11:00 Hours** in the presence of the Bidders' representatives who choose to attend at the address below. Interested eligible Bidders may obtain further information from SSP/Admn CTD HQ, Lahore at the address given below from till **04.08.2022 09:00 to 16:00 hours**.

Bidding Documents are immediately available after date of publication. CTD Punjab will not be responsible for any cost or expense incurred by Bidders in connection with the preparation or delivery of Bids. In case of official holiday on the day of submission, next day will be treated as closing date. The Bidding document carrying all details can be downloaded from CTD Punjab's website <https://ctrl.rm@punjab.gov.pk> and PPRA Punjab website <http://www.ppra.org.pk> for information only

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The bidders are instructed to examine the tender notice/ bidding documents, terms & conditions, specifications carefully. Any offer not received as per requirements is liable to be ignored. No offer shall be considered if:-

- i. Received without required original 3% bid security of the estimated price of the quoted items in shape of Pay Order / Call Deposit / Bank guarantee in favour of the SSP/Admn, CTD HQ opposite Jallo Park, Lahore with their technical proposal. Short / Less 3% or missing original or copy of CDR may lead to non-responsiveness / disqualification.
- ii. Received after the time and date fixed for its receipt.
- iii. The bidding documents are unsigned.

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- iv. The offer is ambiguous, conditional or incomplete in any respect shall be treated as non-responsive.
- v. The offer from a firm / individual blacklisted by any Government Department.

1.1. Bid Validity

Bids validity time will be till the closure of financial year i.e. 30.06.2023.

1.2. Bidding Procedure

Punjab Procurement Rules 2014 shall be the Governing Rules for the Bidding process. All bidders must submit their bids under “Single Stage–One Envelope Procedure” as per clause 38 (1) of Punjab Procurement Rules 2014, as under:-

- i. The bid shall be a single package consisting of one envelope, containing separately the financial and the technical proposal;
- ii. The bids shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL”.
- iii. “TECHNICAL PROPOSAL” and “FINANCIAL PROPOSAL” shall be opened at the same time;
- iv. The procuring agency shall evaluate the proposals / bids;
- v. The lowest evaluated bidder shall be awarded the contract.
- vi. The bidder / firm / individual will submit bid price with the condition that if any tax is levied or enhanced during the delivery period same will be borne by the Bidder.
- vii. The delivery period of the contract may be extended in special circumstances.

1.3. Right of Rejection

The Addl: IGP/CTD reserves the right to reject all bids or proposals in line with Rule 35 of PPRA Rules 2014.

1.4. Evaluation Process

The evaluation of bidders shall be done in following steps:

1. Technical proposals will be opened and will be evaluated.
2. Samples will be collected from firms / individuals and testing would be done.
3. Technical evaluation report shall be prepared on the basis of evaluation criteria, specifications & sample verification
4. Financial bids of only technically responsive bidders shall be opened & evaluated.

2. GENERAL CONDITIONS:

2.1 Definitions

In this document, unless there is anything repugnant in the subject or context:

- i. “Applicable Laws / Rules” means the laws / Rules of Islamic Republic of Pakistan / Punjab, as they may be issued and enforced from time to time.
- ii. “Procuring Agency” means CTD Punjab.
- iii. “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

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- iv.** “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.
- v.** “Competent Authority” means Addl: Inspector General of Police, CTD Punjab & SSP/Admn CTD who acts on behalf of Addl: IGP/CTD Punjab.
- vi.** “Conflict of Interest” means
- 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;
 - receiving or giving any remuneration directly or indirectly in connection with the assignment except as providing in the contract;
 - any engagement in consulting or other procurement activities of a Bidder that conflicts with his role or relationship with the procuring agency;
 - 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, directly or indirectly.
- vii.** “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.
- viii.** “Contract Price” means the price payable to the lowest evaluated bidders under the Contract for the full and proper performance of its contractual obligations.
- ix.** “Company” means a company registered or deemed to be registered under companies Act, 2018 or under any other authority or foreign company registered in Pakistan.
- x.** “Corrupt & Fraudulent Practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the Bidder or Bidder in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among 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:
- 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;
 - 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;
 - Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
 - 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;
 - 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;

- xi.** “Day” and “Year” means calendar day / year.
- xii.** “GCC” means the General Conditions of Contract contained in this section.
- xiii.** “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
- xiv.** “Province” means Punjab Province.
- xv.** “SCC” means the Special Conditions of Contract.
- xvi.** “Bidder” means a legally established professional individual / firm / company or entity that may provide / to undertake and proceed in bidding process in a prescribed manner laid down in the bidding documents of the Procuring Agency under the contract.
- xvii.** “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.
- xviii.** The “PPRA Rules” means the Punjab Procurement Rules 2014 amended to date.
- xix.** “The Delivery Place / Site,” shall be CTD Headquarters opposite Jallo Park, Lahore or any other place directed by the Procuring Agency

2.2 Introduction

i. Scope:

- a. The procuring agency wishes to receive bids for the items mentioned in Invitation to Bid at the previous page (herein after referred to as “goods” and provide ancillary services, if any, mentioned in the bidding documents.
- b. The bid is to be completed and submitted to the procuring agency in accordance with these Instructions to Bidders.

PROVISION OF (head of account)

Sr. No.	Name of item	Accounting Unit	Estimated Unit rate

Detail of items will be provided on production of Challan of Rs. 1000/-

- ❖ The firm shall be bound to provide products / services for guarantee / warrantee from the date of contract.

c. Eligible Bidders

Legally established professional individual (sole proprietors) / firm / company or entity that may provide / provides the desirables / goods to the Procuring Agency under the contract engaged in trading registered with Tax authorities.

d. Cost of Bidding:

The bidder shall bear all costs associated with the preparation and delivery of its Bid, and the Procuring Agency will, in no case, be responsible or liable for those costs.

2.3 Bidding Documents

a. Clarification of Bidding Documents:

An Bidder requiring any clarification of the bidding Document shall contact the Procuring Agency in writing at the below mentioned address. The Procuring Agency will respond in

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writing or by E-mail to any request for clarification provided that such request is received no later than five (05) days prior to the deadline for submission of Bids and also the companies are bound to provide any technical document asked by the Procuring Agency at any time during technical evaluation. The Procuring Agency shall forward copies of its response to all Bidders who have acquired the bidding document directly from the Procuring Agency including a description of the inquiry but without identifying its source. The Procuring Agency reserves the right to amend the Bidding document as a result of a clarification under PPRA rule 25(4) if deemed appropriate and communicate the same to all Bidders on equal opportunity basis in writing or by E-mail.

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b. Amendment of Bidding Document

- a. 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 amendments.
- b. All Bidders who have been notified for amendment in writing or by email, will be bound to make necessary amendments accordingly.
- c. Reasonable time to incorporate the amendment (if any) for preparation of amended bids will be given by extending the deadline for submission of bids (if required) as per rule-29 of PPRA-2014.

2.3 Bid Preparation

i. Language of Bid:

The Bid as well as all correspondence and documents relating to the Bidding exchanged by the Bidder and the Procuring Agency, shall be written in English / Urdu language. Supporting documents and printed literature that are part of the Bid shall also be in the same language. All bids should be printed / properly handwritten.

ii. Documents Comprising the Bid:

- a. Bid Form:
The bidder shall complete the Bid Form duly signed by the authorized personnel along with the stamp of the company and all the Schedules furnished in the bidding documents.
- b. Bid Prices:
The price shall be in Pak Rupees and shall be fixed and inclusive of all applicable taxes in Pakistan. Prices quoted by the bidder shall remain fixed and valid until completion of the Contract / supply till 30.06.2023.
- c. Bid Currencies:
Prices shall be quoted in Pak Rupees.
- d. Signing of Bid & Number of Copies
The Bidder shall prepare the documents comprising the information required in the Bidding Document and clearly mark it “ORIGINAL”. The original of the Bid shall be

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typed in indelible ink and each page shall be signed by a person duly authorized to sign on behalf of the Bidder.

2.4 **Submission of Bid**

- i. Procuring agency will provide an equal opportunity to the all bidders for submission of their bids alongwith samples (where applicable). Bidders are bound to collect and submit the bids as per manners & methods laid down by the procuring agency in its bidding documents under relevant rules / laws. Bidders which do not submit bid in prescribed manner and submit bid without samples (where applicable) or which submit bid with a sample that do not comply with specifications, will be rejected.
- ii. All the bids (**in original**) must be received in **sealed envelopes** to be delivered by hand or through registered mail on or before **date i.e. 05.08.2022 till 10:30 hours** alongwith samples (where applicable) at the following address:-

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Website: ctrl.rm@punjab.gov.pk

Envelope should be clearly marked "**PROVISION OF _____
IN CTD HQ, OPPOSITE JALLO PARK, LAHORE**"

2.5 **Opening of Bidding Bid**

The Bidding Bids shall be opened on the same day i.e. **date 05.08.2022 on 11:00 hours** in presence of Bidder's representative who choose to attend CTD HQ, opposite Jallo Park, Lahore at the below mentioned address:

Senior Superintendent of Police (SSP),
Counter Terrorism Department (CTD) Punjab
Govt. of the Punjab, Police Department,
CTD HQ, opposite Jallo Park, Lahore
Telephone 042-99250757, Fax: 042-99250703-04.

Procuring Agency shall open the Bids as per its standard procedure and shall prepare a record of the opening of Bids that shall include, as a minimum, the name and signature of the representatives of the Bidders (if they choose to attend).

2.6 **Late Submission of Bidding Bids:**

The Bid which is received after the closing date and time shall not be entertained.

2.7 **Lack of Information**

Failure of a Bidder to provide comprehensive and accurate information that is essential for the Procuring Agency's evaluation of the Bidder's Bidding or to provide timely clarification or substantiation of the information supplied may result in disqualification of the Bidder and same shall be communicated in accordance with provisions of Punjab Procurement Rules, 2014.

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2.8 **Updating Bidding Information**

Bidders shall inform the Procuring Agency of any material change in information that might affect their qualification status. Bidders shall be required to update key Bidding information at the time of bidding. Prior to award of contract / supply order / work order, the lowest evaluated company will be required to confirm its continued qualified status in a post qualification review process as deemed appropriate by the Procuring Agency.

2.9 **Only one Bid**

Only one Bid shall be entertained against a head of account and no bidder shall be allowed to bid for similar commodity / item / article twice. Bidder may obtain head wise list of required items alongwith bidding documents and should submit head wise bids separately.

2.10 **Compliance**

The Successful Bidder shall comply with and acquire all consents, approvals, permits and licenses applicable under the laws of Pakistan in relation to the performance of the work & services. Each Prospective company shall indemnify the Procuring Agency, its Affiliates and their advisors fully in respect of any direct or indirect losses, damages, costs, penalties or expenses of any kind incurred by such person arising from a Prospective Joint Venture's breach of the obligations referred to above.

2.11 **Fraud & Corruption:**

The Bidder shall observe the highest standards of ethics during this Bidding and further processing. The Procuring Agency defines for the purposes of this provision, the terms set forth below:

- i. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Bidding process or in contract execution;
- ii. "fraudulent practice" means a misrepresentation or omission of facts in order to influence the Bidding process; "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Procuring Agency, designed to establish artificial data/ information; and
- iii. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the Bidding process;-
 - a. Procuring Agency will reject a Bid for Bidding if it determined that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices; and
 - b. Procuring Agency will sanction a company or individual, including declaring them ineligible, either indefinitely or for a stated period of time for Bidding if it at any time determines that they have, directly or through an agent, engaged, in corrupt, fraudulent, collusive or coercive practices.

2.12 **No Conflict**

Bidder and all parties constituting the Bidder shall not have a conflict of interest. Bidders shall be considered to have a conflict of interest if,

- i. such Bidder and any other Bidder have common controlling shareholders or other ownership interest; or
- ii. a constituent of such Bidder is also a constituent of another Bidder; or
- iii. such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Bidding of either or each of the other Bidder; or such Bidder has participated as a consultant to the Procuring Agency in the preparation of any documents, design or technical specifications of the Project.

2.13 Inspection and Tests

The Bidder shall afford at his own expenses that Inspection Authority of Procuring Agency shall have full and free access at any time during the contract to the Bidder's place/works and may notwithstanding any contractual terms to the contrary require the Bidder to make arrangements for the stores or any part thereof, to be inspected at his premises or at any other place and the Bidder shall reserve similar rights as regards any sub-contract he may make. The Bidder shall pay all cost connected with such tests and provide without extra charges all materials, tools, labour and assistance of every kind which the Inspector may consider necessary for any tests and examination other than special or independent tests, which he shall enquire to be made on the Bidder's premises, and shall pay all cost attendant thereon failing these facilities (in regard to which the Inspection Authority will be the sole Judge) at his own premises for making the tests. The Bidders shall bear the cost out such test elsewhere. The Bidders shall also provide and deliver free of cost at such place as the Inspection Authority may direct such material, as he may direct such material, as he may require for testing by chemical or other analysis or independent testing machine or means commonly in use according to the nature of the stores. In the event of such tests being unsatisfactory and resulting in or leading to the rejection of the stores concerned, the cost of the test will be borne by the Bidder such costs will be assessed at the rates charged by the Laboratory concerned for work done for private firms and individuals.

2.14 Payment to Contractor

After receiving an application for payment which the contractor was entitled to receive, the procuring agency shall proceed for the payment to contractor subject to the conditions:-

- i. All stock has been delivered, inspected and found correct / satisfactory according to the approved specifications and samples.
- ii. No defects / short coming has been observed in the deliveries.
- iii. The performance of the Goods and Services is satisfactory

2.15 PROCURING AGENCY'S RIGHTS

The Procuring Agency reserves the right to take the following actions, and shall not be liable for any such actions:

- i) Amend the items, scope of procurement, if required while adhering to the Principals of Procurement as per Rule 4 of the Punjab Procurement Rules, 2014 during the Bidding process.
- ii) Cancel the Bidding process and reject all Bids as per provisions of Punjab Procurement Rules, 2014.

2.16 Address of Procuring Agency

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Senior Superintendent of Police (SSP),
Counter Terrorism Department (CTD) Punjab
Govt. of the Punjab, Police Department,
CTD HQ, opposite Jallo Park, Lahore
Telephone 042-99250757, Fax: 042-99250703-04.

2.17 Performance Guarantee

Within *Fifteen (15)* days or as per requirement of the Procuring Agency, on receipt of letter of acceptance from the Procuring Agency, the successful Bidder shall furnish the performance guarantee i.e. 10% of the total contract value (in the form of bank guarantee / CDR) in favour of the SSP/Admn, CTD HQ opposite Jallo Park, Lahore, on the performance guarantee Form provided in the bidding documents. Performance guarantee shall be refunded on successful completion of the contract obligations and after issuance of NOC from the Indenter.

2.18 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. Bidder's profile peforma is attached at **annex-A**.

2.19 Delivery Place

The stores shall be received in CTD HQ opposite Jallo Park, Lahore. No other destination shall be acceptable. Stores shall be inspected physically and thereafter operationally tested at the cost of the Bidder.

2.20 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.

2.21 Import Documents

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

2.22 Warranty & After Sale Service

The offers of warranted products and after sales service would be clearly mentioned in the bids.

2.23 Sample Specifications

The store is required as per specifications and indenter's sample (where applicable), which can be examined in the office of the SSP/Admn, CTD HQ opposite Jallo Park, Lahore, in any working day during office hours till the closing date.

2.24 Accounting Unit

The bids should be submitted on the basis of accounting unit specified in the bidding documents otherwise the offers shall be ignored.

2.25 Documentation Standards

Any erasing / cutting / crossing etc. appearing in the offer must be properly signed by the person signing the bid. Moreover, all pages to the bidding documents must also be properly signed. Offer with any overwriting may straightaway be rejected.

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2.26 Affidavit

An affidavit minimum of Rs. 100 should be provided by the bidders that their firm / individual is neither currently blacklisted by any Government Department nor any litigation is pending before the court of law / competent forum. Form attached at **annex-B**.

2.27 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. **Tax return will be active till date**.

2.28 Sample Submission

The bidders have to deposit their sample(s) alongwith Technical proposal at the time of opening of tender.

2.29 Violation of Standard Specifications

Stores found not according to the standard specifications will be rejected at the cost of the Bidder and may also result in forfeiture of security and blacklisting the firm / individual. However, the store may be accepted if the offered store has higher / better specification than that of required specifications.

2.30 Contract Amendments

No variation in finalized brands / makes / models shall be allowed except in special conditions, where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints. However, in such eventuality the Bidder / bidder shall write to the procuring agency well in time but not later than seven days of such occurrence / development and thereafter procuring agency may consider that Bid of amendment and decide it keeping in view the Value for Money. Nevertheless, at the discretion of Procuring Agency to accept the goods with same financial proposal having same and better specifications and no single aspect / specification should be lower than the already approved sample and must be of the same brand.

2.31 Assignment

The Bidder shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring Agency's prior written consent.

2.32 Subcontracts

The Bidder shall not be allowed to sublet the job and award subcontracts under this Contract except the firms/individuals involved in the Joint Venture / Consortium.

2.33 Post Bid Approval Procedure

In case of approval / acceptance of technical & financial evaluation / bid, advance acceptance letter will be issued to the qualified bidder. The bidder will be required to submit 10% performance guarantee within fifteen (15) days of the issuance of advance acceptance letter failing which the bidder will be issued final notice giving an extension of three (03) days for submission of 10% performance guarantee. The mode of payment will be incorporated in the contract after the mutual understanding. If the bidder does not respond to the final notice to deposit required performance guarantee, the procuring

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agency will be deemed to consider that the bidder is incapable to supply the mandatory merchandise / service and the said procurement process with the Bidder will be treated as null and void and next lowest bidder, if any, will be offered to supply goods. The deposited bid security (3%) will be confiscated in lieu of expenses incurred on procurement process and the said bidder will not be allowed to participate in future procurements of the CTD Punjab.

2.34 Blacklisting of contractor

- i. The Procuring Agency may, under the PPRA or any other applicable Law (s) for a specified period, debar a Bidder from participating in any public procurement process of the Procuring Agency, if the Bidder has:
 - a. acted in a manner detrimental to the public interest or good practices;
 - b. consistently failed to perform his obligation under the contract;
 - c. not performed the contract up to the mark;
 - d. indulged in any corrupt practice.
- ii. If Procuring Agency debars a Bidder, the procuring agency:
 - a. shall forward the decision to the Punjab Procurement Regulatory Authority (PPRA) for publication on the website of the PPRA; and
 - b. may request the PPRA to debar the Bidder for procurement of all procuring agencies.
- iii. The Procuring Agency has right to take any legal action against the Bidder or company if he / they are found involved in corrupt practice in addition to blacklisting.
- iv. The Procuring Agency has right to take any legal action under rule 17(A) of PPRA Act 2009 read with rule 21 of PPRA 2014 and other relevant clauses of the PPRA Act 2009 + PPRA 2014.

2.35 Declaration of Disqualification

As per rule 19 & 20 of PPRA-2014, procuring agency at any stage of procurement proceedings may disqualify a Bidder on the ground that he had provided false, fabricated or materially incorrect information.

2.36 Liquidated Damages in Case of Late Deliveries of Stores

- i. The rate of the liquidated damages shall be 0.1% of the contract price per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 10% of the contract price.
- ii. The penalty shall be only for the stores supplied late, except where the undelivered stores hold up the delivered stores in that case the liquidated damages shall be for the total value of the contract.
- iii. The Bidder who refuses to pay liquidated damages or delays supplies shall be blacklisted. The Audit Officer shall make payment of the balance amount after deduction on liquidated damages without reference to the Purchase Officer subject to later adjustment concerned. Any subsequent refund if desired shall be treated as the refund of revenue. Refund will be made by the concerned Audit Officer on submission of bill in the usual form by the Bidder. The fact of the refund will be noted against original entries of deduction to guard against double payment.

- iv. Recovery of the liquidated damages may be affected from payments due to the Bidders from other purchases organizations as well.
- v. The question of refund of liquidated damages may be taken up on the representations of the affected party and refund in full or part thereof, may be allowed on merits having regard to condoning circumstances obtaining in the case. Before, making the refund the Bidder concern should be required to give an undertaking (in writing) to the effect that the decision is acceptable to him and that it shall not be subject to any legal proceedings or arbitration at a later date.

2.37 Use of Contract Documents and Information

- i. The Bidder shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Bidder in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- ii. The Bidder shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated
- iii. Any document, other than the Contract itself, shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Bidder's performance under the Contract if so required by the Procuring Agency.

2.38 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 Bidder's responsibility. The Bidder shall ensure insurance in advance in full on prevailing premium rates at the time of shipment of the Goods on the behalf of the Procuring agency for which the cost is inclusive in the Contract Price.

2.39 Transportation

- i. The Bidder shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Schedule of Requirement, where applicable.
- ii. Transportation including loading/ unloading of goods shall be arranged and paid for by the Bidder, and related cost shall be inclusive in the Contract price. The addresses of destinations / offices shall be provided at the time signing of Contract.

2.40 Force Majeure

The Bidder may not be liable for forfeiture of its Performance Guaranty / bid Security, or termination / blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Bidder and not involving the Bidder's fault or negligence directly or indirectly purporting to mis-planning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of

the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Bidder shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of Health Department, Govt. of the Punjab, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

2.41 Termination for Insolvency

The Procuring Agency may at any time terminate the Contract by giving written notice of one-month time to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination shall be without compensation to the Bidder, provided that such termination shall not prejudice or affect any right of action or remedy which has accrued or shall accrue thereafter to the Parties.

2.42 Arbitration and Resolution of Disputes

In the cases of dispute between the Procuring Agency and the Bidder who is a national of the Procuring Agency country, the dispute shall be referred to adjudication or arbitration in accordance with the Arbitration Act 1940.

2.43 Schedule of Delivery

The completion of store is required by the consignee as per period specified in the contract.

2.44 Change Order

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

2.45 Sample submission

1. The bidders have to deposit their sample(s) (if asked) within 10 days from the date of opening of the tenders at CTD HQ, opposite Jallo Park, Lahore. In exceptional cases, it will be the sole discretion of the Procuring Agency (SSP/Admn CTD HQ, Lahore), to grant extension in the period for depositing of samples, (on request of the firm/individual).
2. The procuring agency (SSP/Admn, CTD HQ Lahore) may exempt the samples in very exceptional cases, on submission of written request of all firms / individuals or a single firm / individual, after giving equal opportunity / consent of all participated firms / bidders, where it has been established that sample could not be produced due to any climatic, law & order, pandemic and market issues.

3. SPECIAL CONDITIONS

3.1 Filling of Price Schedule:

Bidders shall quote rate as per Financial Bid Form attached at **Annex- C**.

3.2 Evaluation of technical bids:

Technical Evaluation shall be carried out on the basis of specifications and samples provided by the bidders against the specifications and samples demanded by the procuring agency. The profile of the company and their financial capability shall also be considered. Eligibility criteria and bidder's evaluation criteria is reflected at **annex-D** and **annex-E**.

3.3 Evaluation of financial bids:

The lowest evaluated financial bid shall be declared successful subject to verifications.

3.4 Sign and Stamp:

Bidder is required to stamp **every page of the bid document** along with signature at the required pages and submit along with the bid.

4. AWARD OF CONTRACT

4.1 Award Criteria

- i. Subject to ITB Clause relevant, the Procuring Agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive in accordance with the evaluation criteria and has been determined to be the lowest evaluated bid as defined in PPRA Rules 2014 subject to the confirmation of its sample / approved specification.
- ii. In case if more than one Bidder quotes the same cost / equal (lowest bid) the Procuring Agency may ask only to those lowest Bidder at once to submit their financial bids again or divide the purchase order equally between the equally lowest bidders or toss between the bidders as procuring agency deem appropriate.
- iii. The Procuring Agency reserves the right to reject all bids, or any lot in case of more than one lot to annul the bidding process at any time prior to contract award. In such rejection, Procuring Agency shall incur no liability, solely or by virtue of its invoking the clause of rejection towards the Bidder or any obligation to inform the Bidder the grounds for the rejection of bids.
- iv. Prior to the expiration of the period of bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or by email, that its bid has been accepted subject to verification of the performance guarantee (if any). However, such acceptance shall not be termed as a contract or the Bidder(s) cannot make any claim or treat such notice as a vested right of the contract on this ground.

4.2 Signing the Contract

- i. After notifications to the successful Bidder that its bid has been accepted, the successful Bidder will send the same notification to the Procuring Agency after signing and stamping within a week or before. Subsequently, the stamp paper for the Contract shall be provided by the lowest evaluated bidder within five (05) days (or extendable date or as per requirement by the Procuring Agency). After signing of the contract or contingent contract, the Procuring Agency may issue separate work order to the contractor.
- ii. Prior to that signing of the contract the successful Bidder may discuss any issue regarding the contents of the contract with the Procuring Agency. Nevertheless, there shall be no variation or amendment in the contract without prior approval or consent of the Procuring Agency. However, no amendment, variation shall be allowed that violates the principles of procurement.
- iii. If the successful Bidder fails to submit the contract in the prescribed time period as mentioned above, the next lowest evaluated Bidder (whose bid is responsive and acceptable) may be issued a letter of acceptance. In such case, the bid security of the former Bidder shall be forfeited in addition to any other legal action.

4.3 Return of samples

All samples submitted by the bidders alongwith their Technical Bids will be returned after award of contract, subject to:-

- i. Disqualification of bidders / samples.
- ii. Complete delivery / completion of contract.

TECHNICAL FORM-A

(to be signed and stamped and presented on bidder's letter head pad)

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

Sr. #	Detail	Responsive	Non responsive
1	Original receipt for purchase of tender along with Standard Bidding Documents.		
2	3% Bid Security of estimated cost of articles / items given by the department. The bid security must be submitted with technical proposal.		
3	All required samples (if demanded) have been submitted in CTD sample store.		
4	Active Registration with Income Tax Authorities (National Tax Number NTN) at least three years old		
5	Copy of active Registration with Sales Tax Authorities (STRN)		
6	Copy of active Registration (Professional Tax Certificate)		
7	Bidder's Profile (as per annex-A of bidding documents) on letter head of the firm, duly signed and stamped.		
8	Affidavit on non-judicial Stamp Paper of Rs. 100/- (i) The firm has not been black listed from any Department. (ii) The documents/photocopies provided with bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules/Laws. (iii) Affidavit for correctness of information. (iv) Bidder/firm is not blacklisted or subject to any pending litigation with any Government or Public Department. Affidavit for correction of information Form (as per annex-B of bidding documents) on letter head of the firm, duly signed and stamped.		
9	Financial Bid Form (as per annex-C of bidding documents) on letter head of the firm, duly signed and stamped.		
10	Bidding Evaluation Criteria (as per annex-D of bidding documents) on letter head of the firm, duly signed and stamped.		
11	Technical Bid Form (as per annex-E of bidding documents) on letter head of the firm, duly signed and stamped.		
12	Bid Security Form (as per annex-F of bidding documents) on letter head of the firm, duly signed and stamped.		
13	Performance Security Form (as per annex-G of bidding documents) on letter head of the firm, duly signed and stamped.		
11	General Information Form (as per annex-H of bidding documents) on letter head of the firm, duly signed and stamped.		

Responsiveness shall be examined on the above mentioned requirements.

Stamp & Signature of Bidder _____

OS/Technical
CTD HQ, Lahore

OS/Intelligence
CTD HQ, Lahore

OS/Operation
CTD HQ, Lahore

AD/Accounts
CTD HQ, Lahore

Annex-A**Bidder Profile**

(to be signed and stamped and presented on bidder's letter head pad)

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

a) Financial Statement Attachment (Last 3 years)

Yes	No
-----	----

b) Details of Experience (Last Five Years)

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

c) Staff Detail and last month Payroll

Yes	No
-----	----

OS/Technical
CTD HQ, Lahore

OS/Intelligence
CTD HQ, Lahore

OS/Operation
CTD HQ, Lahore

AD/Accounts
CTD HQ, Lahore

Affidavit for Correctness of information*(To be printed on PKR 100 Stamp Paper)***Name:** _____*(Bidder)*

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

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

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the **CTD PUNJAB**.

- (i) The firm has not been black listed from any Department.
- (ii) The documents / photocopies provided with bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws.
- (iii) Affidavit for correctness of information.
- (iv) Bidder/firm is not blacklisted or subject to any pending litigation with any Government or Public Department

CTD PUNJAB undertake to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

Annex-C**Financial Bid Form**

(to be signed and stamped and presented on bidder's letter head pad)

Sr. No.	Item name	Specifications, dimensions, brand name, make & model	Quantity	Unit price (inclusive all taxes & duties etc.)	Total price (inclusive all taxes & duties etc.)	Total price (in words)
Total price in figures						
Total price in words						

Note:

In case of difference between total price, unit price will be considered as "final".

In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.

Stamp & Signature of Bidder _____

OS/Technical
CTD HQ, Lahore

OS/Intelligence
CTD HQ, Lahore

OS/Operation
CTD HQ, Lahore

AD/Accounts
CTD HQ, Lahore

Annex-D**Bidding Evaluation Criteria**

(to be signed and stamped and presented on bidder's letter head pad)

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

Checklist	Allocated Marks	Total obtained
Years of operations (Registration date of NTN) Maximum marks shall be awarded, if the firm has 03 years of experience. For less than 03 years marks shall be awarded as: $\frac{\text{No. of Years (Experience)}}{03} \times 03$	30 (10 per year)	
Years of operations (Registration date of GST) Maximum marks shall be awarded, if the firm has 03 years of experience. For less than 03 years marks shall be awarded as: $\frac{\text{No. of Years (Experience)}}{03} \times 03$	15 (05 per year)	
Copy of Registration with Punjab Revenue Authority (PST or PTC where applicable)	20	
Relevant Experience Similar assignments / supplies over last 05 years 1 similar project= 5 marks 2 similar projects= 10 marks 3 similar projects = 15 marks Purchase orders / supply orders / completion certificates must be attached, otherwise, no marks shall be awarded.	15	
Original Bid Security 3% of whole estimated cost as mentioned in Bidding Documents.	20	
Total marks	100	

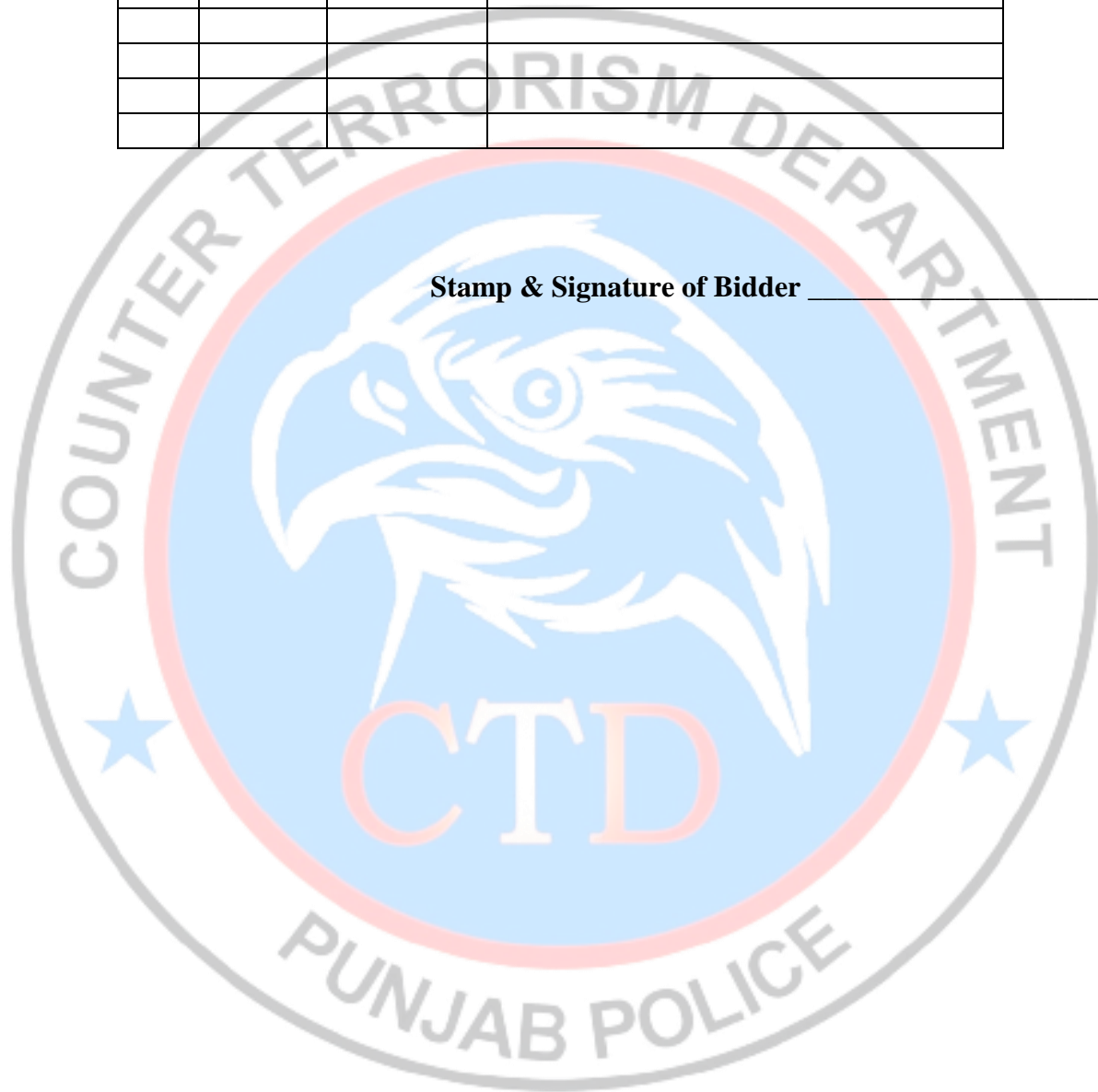
Only the bids securing minimum 65% marks would be declared technically accepted.

Technical Bid Form

(to be signed and stamped and presented on bidder's letter head pad)

Sr. No.	Item name	Quantity	Specifications, dimensions, brand name, make & model

Stamp & Signature of Bidder _____



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CTD HQ, Lahore

OS/Intelligence
CTD HQ, Lahore

OS/Operation
CTD HQ, Lahore

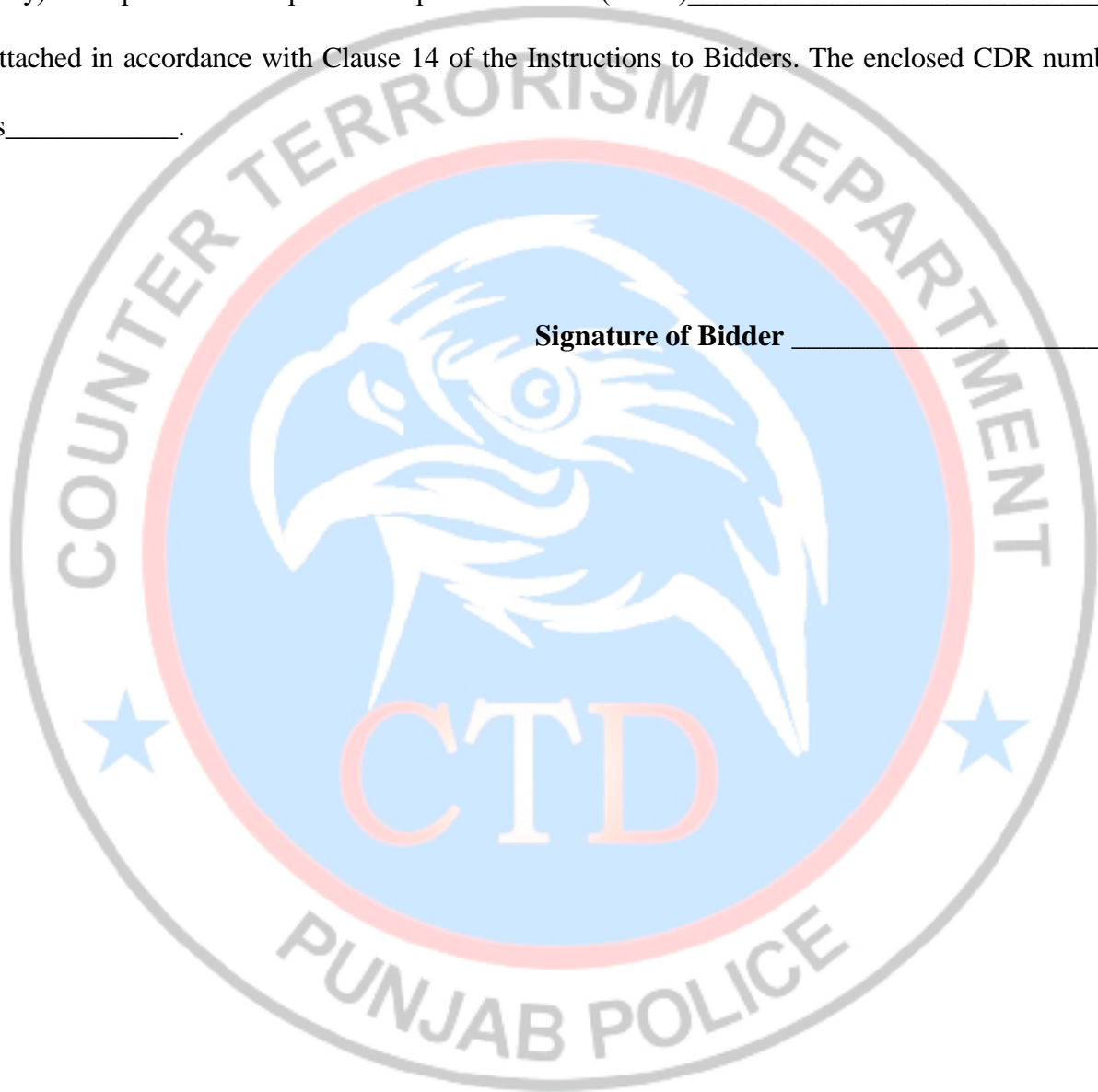
AD/Accounts
CTD HQ, Lahore

Annex-F**Bid Security Form**

(to be signed and stamped and presented on bidder's letter head pad)

The Total Bid Security amounting to Rs. _____ (Rupees _____ only) in shape of "Call Deposit Receipt" of the Bank (Name) _____ is attached in accordance with Clause 14 of the Instructions to Bidders. The enclosed CDR number is _____.

Signature of Bidder _____

**OS/Technical**
CTD HQ, Lahore**OS/Intelligence**
CTD HQ, Lahore**OS/Operation**
CTD HQ, Lahore**AD/Accounts**
CTD HQ, Lahore

Annex-G**Performance Security Form**

(to be signed and stamped and presented on bidder's letter head pad)

To,

Senior Superintendent of Police (SSP),
 Counter Terrorism Department (CTD) Punjab
 Govt. of the Punjab, Police Department,
 CTD HQ, opposite Jallo Park, Lahore
 Telephone 042-99250757, Fax: 042-99250703-04.

WHEREAS (Name of the Bidder) _____
 hereinafter called "the Bidder" has undertaken, in pursuance of "INVITATION TO BID FOR THE
 "PROVISION OF _____" procurement of following:

1. [*Please insert details*].

(Here in after called "the Contract").

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

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

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Bidder, up to a total of _____ (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____, 2023__, or twenty-eight (28) days of the issue of the Defects, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

OS/Technical
 CTD HQ, Lahore

OS/Intelligence
 CTD HQ, Lahore

OS/Operation
 CTD HQ, Lahore

AD/Accounts
 CTD HQ, Lahore

Annex-H**General Information**

(to be signed and stamped and presented on bidder's letter head pad)

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

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

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

OS/Technical
CTD HQ, Lahore

OS/Intelligence
CTD HQ, Lahore

OS/Operation
CTD HQ, Lahore

AD/Accounts
CTD HQ, Lahore