

**(PROCUREMENT OF UNIFORM CLOTH)**

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

Name of Item with Quantity \_\_\_\_\_

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

**REQUEST FOR QUOTATIONS**

**/BIDDING DOCUMENTS**

**FY-2020-21**



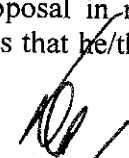
*[Signature]*  
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for Provincial Police Officer/IGP,  
Punjab, Lahore.

**PUNJAB POLICE DEPARTMENT  
GOVERNMENT OF PUNJAB**




## DISCLAIMER

1. This request for bidding documents/request for quotation (RFQ) has been prepared by the Procuring Agency ("Punjab Police").
2. The information contained in these bidding documents/RFQ or as may be subsequently provided to Pre-qualified 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 bidding documents/RFQ do not constitute an agreement; its sole purpose is to provide interested Pre-qualified Bidders with information that may be useful to them in preparing their bids pursuant to these bid documents.
4. These bidding documents/RFQ may not be appropriate for all persons and it's not possible for Procuring Agency to consider the objectives and particular needs of each party which reads or uses these bid documents.
5. Each Pre-qualified Bidder shall, therefore, conduct its own due investigation and analysis, check the accuracy, adequacy, correctness, reliability and completeness of the assumption, assessments, statements and information contained in these bidding/ RFQ documents and seek independent professional advice on any or all aspects of these documents, as deemed appropriate.
6. All information submitted in response to this bidding documents/ RFQ becomes the property of the 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 through the post / courier / email / fax by the Pre-qualified Bidder.
8. No decision shall be based solely on the basis of the information provided for any statements, opinions or information provided in these bid documents.
9. While submitting a proposal in response to these bidding documents/ RFQ, each Pre-qualified Bidder certifies that he/they understand, accept and agree to the disclaimers set forth above.

  
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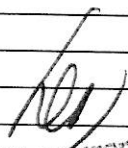


10. Nothing contained in any provision of these bidding documents/ RFQ or any statements made orally or in writing by the person or party shall have the effect of negating or suspending any of the disclaimers set forth herein.
  
11. The Procuring Agency reserves the right to withdraw or cancel this bidding process or any part thereof, or to vary any of its terms at any time, without incurring any financial obligation in connection therewith.

  
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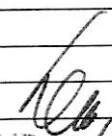
**Table of Contents**

Description	Page
<b>A. Introduction</b>	
1 Punjab Police Department and this project	8
2. Eligible Bidders Eligibility & Experience	8
3. Cost of Bidding	10
<b>B. Instructions To Bidders (ITB)</b>	
4. Content of Bidding Documents	10
5. Clarification of Bidding Documents	10
6. Amendment of Bidding Documents	11
<b>C. Preparation of Bid</b>	
7. Language of Bid	11
8. Documents Comprising the Bid	11
9. Bid Form	12
10. Bid Prices	12
11. Bid Currencies	13
12. Documents Establishing Bidder's Eligibility and Qualification	13
13. Conformity to Bidding Documents	13
14. Bid Security	14
15. Period of Validity of Bids	14
<b>D. Submission of Bids</b>	
16. Sealing/Signing & Marking of Bids	15
17. Deadline for Submission of Bids	15
18. Late Bids	15
19. Withdrawal of Bids	15
<b>E. Opening and evaluation of bids</b>	
20. Process of Procurement	15
21. Opening of Bids by the Procuring Agency	15
22. Clarification of Bids	16
23. Preliminary Examination	17
24. Qualification & Evaluation of Bids	18
25. Announcement of Evaluation of Bids	19
26. Contacting the Procuring Agency	19
<b>F. Award of contract</b>	
27. Award Criteria	19
28. Punjab Police Right to Accept or Reject All Bids	19
29. Notification of Award	20
30. Signing of Contract	20
31. Commencement of the Contract	20
32. Performance Guarantee	20
33. Corrupt or Fraudulent Practices	21
34. Grievance Redressal Committee	21

  
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for Provincial Police Officer/IG,  
Punjab, Lahore.




35.Settlement of Disputes after issuance of Contract	22
36. General Guidelines for the Pre-qualified Bidder	22
37.Evaluation Criteria	23
<b>SECTION II GENERAL CONDITIONS OF CONTRACT</b>	
1.Definitions	25
2.Application	27
3.Procurement Items/Goods	27
4.Use of Contract Documents and Information; Inspection and Audit by the Bank	29
5.Performance Guarantee	28
6.Transportation	28
7.Pre-qualified Bidder's Responsibilities	29
8.Payment & Prices	29
9.Change Orders	29
10.Contract & its Commencements	29
11.Delays in the Pre-qualified Bidder's Performance	29
12.Termination for Default	30
13.Force Majeure	30
14.Termination for Insolvency	31
15.Termination for Convenience	31
16.Resolution of Disputes	31
17.Governing Language	31
18.Applicable Law	32
19.Notices	32
20.Taxes and Duties	32
21.Corrupt or Fraudulent Practices	32
22.Blacklisting Mechanism	32
23.Completion of Work	33
<b>SECTION III SPECIAL CONDITIONS OF CONTRACT</b>	
1.Defination	33
2.Performance Guarantee	33
3.Bid Validity	34
4.Termination	34
5.Delivery place	34
6.Goods detail	35
7. Sample Submission	35
8. Violation of Standard Specifications	35
9. Store Specification	35
10.Assignment	35
11.Liquidated Damages	36
12.Inspection Criteria	36
13. Procuring Agency's Right	36
<b>STANDARD FORMS</b>	
1.Sample Collection Form	37

  
 AIG/Procurement,  
 for Provincial Police Officer/IGP,  
 Punjab, Lahore.




2.Performance Guarantee Form	38
3.Manufacturar Authorization Form	39
4.Contract Form	40
5.Affidavit	42
6.Delivery and Completion Schedule	43
7.Specification Form	43
8.Bidder Profile	44

  
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Punjab, Lahore.

**MANDATORY CHECK LIST**

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

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

  
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## A. Introduction

### 1. Punjab Police Department & This Project/ Procurement

- 1.1 Punjab Police is a key Department of the Government of the Punjab having its Provincial Office (Headquarters) at Lahore, Punjab.
- 1.2 Punjab Police has sufficient funds for this procurement, subject to the approval of the competent authority i.e. Chief Purchase Officer.
- 1.3 Punjab Police aims for retaining security and to provide the quality of life to its citizens. Police intends to procure the Uniform Cloth.
- 1.4 This procurement is to be completed through restricted bidding process and only even now Pre-qualified Bidder(s) are allowed to participate in this bidding process.
- 1.5 All the Pre-qualified Bidders shall be requested through this bidding documents /Request for Quotation (RFQ) to submit their bids in prescribed manner.

### 2. Eligible Bidder's Eligibility & Experience

- 2.1 This Invitation for Bids is restricted only to the pre-qualified Bidder for this procurement that is Uniform Cloth.
- 2.2 Pre-qualified Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (or any PPRA).
- 2.3 Each Pre-qualified Bidder is allowed to submit only one bid for either individually or as a partner/firm etc. In case a Pre-qualified Bidder submits more than one bid his/it's all bids shall be rejected.
- 2.4 In case of any default or found involve in corrupt practice or unable to perform in accordance with Terms & Conditions of the agreement or any delay or incomplete or defective bid or cause any damage whatsoever to the Procuring Agency, the bidder shall be blacklisted as per applicable laws or any other penalty may be imposed by Procuring Agency in this regard.
- 2.5. The Procuring Agency considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations. The Procuring Agency will take appropriate actions to manage such conflicts of interest, which may include rejecting a proposal for award, if it determines that a conflict of interest has flawed the integrity of any procurement process. At

  
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the time of bidding, Pre-qualified Bidders may be considered to be in a conflict of interest with one or more parties if they, including but not limited to, participate in any respect in the preparation of the design or technical specifications of the works that are the subject of this bidding process.

2.6. The Pre-qualified Bidder shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency.


2.7. The Pre-qualified Bidder must comply with the Standard Anti-Corruption Policy of Government of the Punjab and must not be declared ineligible by any Court of Law or any Governmental Body of Pakistan due to corrupt/fraudulent/coercive/collusive practices as described in this Bidding Document or as per applicable laws of the land.

2.8. The Procuring Agency shall disqualify the Pre-qualified Bidder(s) pursuant to Punjab Procurement Regulatory Authority (PPRA) Procurement Rules, 2014 amended time to time read with all other applicable Laws of the Land for award of contract, if it determines that the Pre-qualified Bidder(s) recommended for award has(ve), directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and

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

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

**3. Cost of Bidding** 3.1 The Pre-qualified Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency will

  
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in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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

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

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


- a. Instructions to Pre-qualified Bidders includes Pre-qualification documents and its evaluation report(s);
- b. Bid Data Sheet (dully signed & stamped)
- c. Specification of Bids;
- d. Preparation of Bids;
- e. Price Schedule;
- f. Bid Submission Form;
- g. Bid evaluation Criteria;
- h. Technical & Financial Bids;
- i. Performance Security Form;
- j. Goods Delivery time or completion time/schedule, Payment milestone;
- k. Contract Forms;
- l. General Conditions of Contract (GCC);
- m. Special Conditions of Contract (SCC);
- n. Any other / subsequent from or instructions relevant to this specific procurement if any;

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

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

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

5.2 Pre-bid meeting may be called by the Procuring Agency at its own or to clarify the bidding document at any time during this process of procurement. But it is the sole discretion of the

  
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Procuring Agency which can't be claim by any /Pre-qualified Bidder as a right.

**6. Amendment of Bidding Documents**

- 6.1 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 Pre-qualified Bidder, may modify the bidding documents by amendment.
- 6.2 All Pre-qualified Bidders that will be notified of the amendment in writing or by email, and such amendments will be binding on them.
- 6.3 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**

- 7.1 The bid prepared by the Pre-qualified Bidder, as well as all correspondence and documents relating to the bid exchanged by the Pre-qualified 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 Pre-qualified Bidder may be in same language.
- 7.2 In case of any other language, the authentic copy of the translation & translated document shall be enclosed and in case of any ambiguity the true contract / copy shall be prevailed.


**8. Documents Comprising the Bid**

- 8.1 The bid prepared by the Pre-qualified 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 Pre-qualified 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 Pre-qualified Bidder are conform to the bidding documents; and
  - (d) Bid security furnished in accordance with relevant ITB Clause or any other information required by the Procuring Agency .
  - (e) Bids submitted by a joint venture of two (2) or more firms shall comply with the following requirements:

  
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- (i) the bid and in case of a successful bid, the Form of Contract Agreement shall be signed so as to be legally binding on all partners.
- (ii) one of the joint venture partners shall be nominated as being in charge; and 'this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the joint venture partners;
- (iii) the partner-in-charge shall always be duly authorized to deal with the Purchaser regarding all matters related with and/or incidental to the supply of Goods as per the terms and Conditions of Contract and in this regard to incur any and all liabilities, receive instructions, give binding undertakings and receive payments on behalf of the joint venture;
- (iv) all partners of the joint venture shall at all times and under all circumstances be liable jointly and severally for the execution of the Contract in accordance with the Contract terms and a statement to this effect shall be included in the authorization mentioned under Sub-Para (b) above as well as in the Form of Bid and in the Form of Contract Agreement (in case of a successful bid); and
- (v) a copy of the agreement entered into by the joint venture partners shall be submitted with the bid stating the conditions under which it will function, its period of duration, the persons authorized to represent and obligate it and which persons will be directly responsible for due performance of the Contract and can give valid receipts on behalf of the joint venture, the proportionate participation of the several firms forming the joint venture, and any other information necessary to permit a full appraisal of its functioning. No amendments / modifications whatsoever in the joint venture agreement shall be agreed to between the joint venture partner without prior written consent of the Purchaser

  
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- 9. Bid Form**      9.1 The Pre-qualified Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the services provided and delivery of any items regarding the provision of desirables.
- 10. Bid Prices**      10.1 The Pre-qualified Bidder shall fill up the Performa provided in the bidding document as required.



10.2 Prices quoted by the Pre-qualified 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.

**11. Bid Currencies**

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

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

12.1 Pursuant to ITB Clause relevant, the Pre-qualified Bidder shall furnish, as part of its bid, documents establishing the Pre-qualified Bidder's eligibility to bid and its qualifications to perform the contract if its bid is accepted.

12.2 The documentary evidence of the Pre-qualified Bidder's eligibility to bid shall establish to Procuring Agency's satisfaction that the Pre-qualified Bidder, at the time of submission of its bid, is eligible as defined under relevant ITB Clause.


12.3 The documentary evidence of the Pre-qualified Bidder's qualifications to perform the contract if its bid is accepted shall establish to Procuring Agency's satisfaction:

- (a) That if a Pre-qualified Bidder is a firm / company or organization has a valid certificate from Government entity in respect of its registration / renewal.
- (b) that the Pre-qualified Bidder has the financial, technical, managerial and production capability necessary to perform the contract;
- (c) That the Pre-qualified Bidder/ meets the qualification criteria listed in the Bid Data Sheet.

**13. Conformity to Bidding Documents**

13.1 Pursuant to relevant ITB Clause the Pre-qualified 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 Pre-qualified Bidder proposes to supply under the contract.


13.2 Documentary evidence of the eligibility of the pre-qualify bidder inform of literature, letter, work plan, scope of work etc in accordance with the specification given by the Procuring Agency.

  
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**14. Bid Security**

- 14.1 Pursuant to relevant ITB Clause, the Pre-qualified Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.
- 14.2 The bid security shall be in Pak Rupees as per bid data sheet or as required by the Procuring Agency .
- 14.3 Unsuccessful Pre-qualified Bidders' 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 as per PPRA rules 2014 (amended). The bid security of successful Pre-qualified Bidder shall be released after receipt of 10 % performance guarantee for entering into contract.
- 14.4 The bid security is required to protect the Procuring Agency against the risk of Pre-qualified Bidder's conduct before entering into contract which would warrant the security's forfeiture under the followings:
- (a) If a Pre-qualified Bidder withdraws its bid during the period of bid validity specified by the Pre-qualified Bidder on the Bid Form; or
  - (b) In the case of a successful Pre-qualified Bidder, if the Pre-qualified Bidder fails
    - I. To sign the contract in accordance with requirements
    - II. To furnish performance guarantee in accordance with relevant ITB Clause.
    - III. To submit its bid in accordance with the conditions of knock out clause / basic requirement or in case of any false information or submission a fake documents or in case of any illegal / fraudulent practice:
    - IV. In case of non responsive towards procurement process at any stage before entering into contract.

  
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**15. Period of  
Validity of  
Bids**


- 15.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring Agency, pursuant to relevant ITB Clause. A bid valid for a shorter period shall be rejected by the Procuring Agency.



- 15.2 In exceptional circumstances, the Procuring Agency may solicit the Pre-qualified Bidder's consent to an extension of the period of validity as provided in PPRA Rules 2014 amended time to time.

#### **D. Submission of Bids**

- 16. Sealing/Signing & Marking of Bids** 16.1 The Pre-qualified Bidder shall seal the bid(s) (technical and financial) in separate envelopes after duly marking each page and stamping, signing of the bid(s) (each page) and then separately in an outer envelope. The Pre-qualified Bidder then pack the both envelopes in main envelope with clear name, address of the Bidder & Procuring Agency and tender title.
- 17. Deadline for Submission of Bids** 17.1 Bids received by the Procuring Agency at the address specified must no later than the time and date specified by the Procuring Agency.
- 17.2 The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents or on any other ground on intimation to all Pre-qualified Bidders.
- 18. Late Bids** 18.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to said ITB Clause will be rejected and returned unopened to the Pre-qualified Bidder.
- 19. Withdrawal of Bids** 19.1 The Pre-qualified Bidder may withdraw its bid after the bid's submission, provided that written notice of the withdrawal that received in the office of Procuring Agency prior to two (2) day of the deadline prescribed for submission of bids.

  
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- 19.2 The Pre-qualified 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** 20.1 Single Stage Two Envelop/process/ method shall be followed as provided here under in these bidding documents/PQD which is not contrary to any provision of procurement Laws/Rules;
- 21. Opening of Bids by the Punjab Police** 21.1 The Procuring Agency will open all bids in the presence of Pre-qualified Bidders' representatives who choose to attend, at the time, on the date, and at the place specified. The Pre-qualified Bidders' representatives with authorization letter and original



Identity Card who are present shall sign an attendance sheet evidencing their presence.

21.2 The Procuring Agency is at its discretion to announce the withdrawal of any bid as requested by the Pre-qualified Bidder, present or absent of requisite bid security or any such other details at the time of bid opening. No bid shall be rejected at bid opening (after opening the bids), except for late bids, which shall be returned unopened to the Pre-qualified Bidder or bids without 3% bid security. Once the bids are opened it shall be evaluated accordingly.


21.3 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**

22.1 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, ask the Pre-qualified 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.

22.2 The Procuring Agency , during evaluation of the bids/prior the signing of the contract may also ask for the following clarification among others:

- a. Request for any technical information deemed essential for the development of the solution design document.
- b. Familiarize themselves with the works to be performed in accordance with the Inquiry documents.
- c. Request the locations coordinates and Point of Contact (POC) from the concern office.
- d. Familiarize themselves with the working conditions, applicable laws and regulations, labor conditions, environmental aspects and all other conditions that can affect timely delivery of required goods.
- e. Make his own arrangement and inquiries with regards to transportation of own staff and equipment.
- f. Ask to the bidder for test report from any lab or institution at the Pre-qualified bidder's cost or ask for submitting the fee for such test.

  
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- g. Any other certificate that Procuring Agency deems necessary for the said project.


22.3 The Procuring Agency , at any level prior and after the contract execution may ask for the following including any other Inspections & Tests:

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

22.4 The Pre-qualified Bidder who found the lowest evaluated bidder shall provide the samples as per specifications mentioned in this bidding documents immediately but not later than thirty (30) days or as and when required by the Procuring Agency after announcement of the final bid evaluation report. It is the responsibility of such Pre-qualified bidder to match the specifications as provided in the bidding documents/RFQ as per satisfaction of the Procuring Agency.

**23. Preliminary Examination**


23.1 The Procuring Agency's representatives or (bid opening committee if notified) will preliminary examine the received bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, whether the bidding document fee is paid and whether the bids are generally in order.

  
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**24. Qualification  
& Evaluation  
of Bids**

- 23.2 The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation or change the substance of the bid, provided such waiver does not prejudice or affect the relative ranking of any Pre-qualified Bidder.
- 23.3 The bid security submitted by pre-qualified bidder shall be verified from the respective bank.
- 24.1 The Procuring Agency will determine to its satisfaction whether the Pre-qualified Bidder is qualified to perform the contract satisfactorily, in accordance with the Evaluation Criteria provided in this bidding documents.
- 24.2 The determination will take into account the Pre-qualified Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Pre-qualified Bidder's qualifications submitted by the Pre-qualified Bidder, pursuant to ITB relevant Clause(s), as well as such other information, as the Procuring Agency deems necessary and appropriate.
- 24.3 The Procuring Agency will technically evaluate and compare the bids, which have been determined to be substantially responsive, as per Technical Specifications/ Requirement/ Evaluation criteria in preliminary evaluation.
- 24.4 The technical responsive bidders shall be intimated accordingly and the technical disqualified/ irresponsible bidder may collect their financial bids subject to submitting an application to the Procuring Agency with the contents 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.
- 24.5 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.
- 24.6 The Procuring Agency shall only financially evaluate bid/ bids, which are declared technically responsive, and the quoted price shall be inclusive of all prevailing taxes and duties, if otherwise not mentioned.
- 24.7 Financial evaluation bid shall be free from all computational errors.

  
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**25. Announcement of Evaluation of Bids**

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

**26. Contacting the Punjab Police**

26.1 No Pre-qualified Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public. If the Pre-qualified Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it shall do so in writing.

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

**F. Award of Contract**

**27. Award Criteria**

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

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

27.3 The Procuring Agency may call the sample from the lowest evaluated bidder at the announcement of the evaluation report but the contract shall only be executed with such bidder whose sample has been declared responsive in accordance with the settled/prescribed specifications by the lab/institution or any other authority as per the satisfaction of the Procuring Agency.

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

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

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**29. Notification  
Award**

of 29.1 Prior to the expiration of the period of bid validity, the Procuring Agency will notify the successful Pre-qualified 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 Pre-qualified Bidders cannot make any claim or treat as a vested right on this ground.

**30. Signing  
Contract**

of 30.1 After notifications to the successful Pre-qualified Bidder that its bid has been accepted, the successful Pre-qualified 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 Pre-qualified 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.

30.2 Prior to that signing of the contract the successful Pre-qualified 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.


30.3 If the successful Pre-qualified Bidder fails to submit the contract in the prescribed time period as mentioned above, the next lowest evaluated Pre-qualified Bidder (whose bid is responsive and acceptable) may be issued a letter of acceptance. In such case, the bid security of the former Pre-qualified Bidder shall be forfeited in addition to any other legal action.

**31. Commencement  
the Contract**

of 31.1 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**

32.1 Within Five (05) days or as per requirement of the Procuring Agency, the receipt of notification of award from the Procuring Agency, the successful Pre-qualified Bidder shall furnish the performance guarantee i.e. 10 % of the total contract value in

  
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Punjab, Lahore.



accordance with the Conditions of Contract, on the Performance guarantee Form provided in the bidding documents.

32.2 Failure of the successful Pre-qualified 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 Pre-qualified Bidder or call for new bids.

**33. Corrupt or Fraudulent Practices**

33.1 The Procuring Agency requires that Pre-qualified 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:


33.2 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.

33.3 Furthermore, Pre-qualified Bidder shall be aware of the provision stated in General Conditions of Contract.

**34. Grievance Redressal Committee**

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

- i. 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.
- ii. The committee shall investigate and decide upon the complaint within fifteen (15) days of the receipt of the complaint.
- iii. Mere fact lodging of a complaint shall not warrant suspension of the procurement process.

  
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**35. Settlement  
Disputes  
issuance  
Contract**

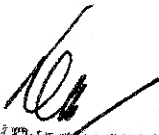
of  
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of

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

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

**36. General  
Guidelines for the  
Pre-qualified Bidder**

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

  
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37.

**EVALUATION CRITERIA:**

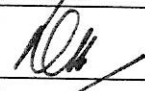
The following evaluation factors/ criteria will be employed on technical proposals/bids of the participated vendors. The number of points allocated to each factor shall be specified in the Evaluation Report. Only the bids securing minimum of 65% marks, would be declared **technically accepted**.

Sr.	Description	Allocated Marks	Total Marks
1	<b>Company Profile &amp; Experience</b>		
i.	<b>Company Profile</b> Years of operation (Registration date of NTN/FBR/SECP/Registrar of Firms) Maximum marks =10 shall be awarded, if firm has 20 years of experience, after date of registration.  For less than 20 years, marks shall be calculated as: $\frac{\text{Total Experience} \times 10}{20}$ <ul style="list-style-type: none"><li>For less than 3 years experience, no marks shall be awarded.</li></ul>	10	35
ii.	<b>Relevant Experience</b> Maximum marks shall be awarded, if firm has completed 9 similar projects in last 5 years.  For less than 9 projects, the marks shall be calculated as: $\frac{\text{No of similar projects} \times 15}{9}$ <b>* Only those projects will be considered having Client's signature and stamp on purchase orders, otherwise, no marks shall be awarded. Moreover, similar nature projects means provision of Uniform Cloth or similar items in Government Departments/Semi Government/Private Sector.</b>	15	
iii.	<b>Value of Projects</b> Maximum marks=10 shall be awarded, if firm has completed similar nature projects equal to total estimate of current purchase x 2 in last 5 years.  For less than the prescribed amount, marks shall be awarded as: $\frac{\text{Amount of completed Projects} \times 10}{2 \times \text{estimate of current purchase}}$	10	

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for Provincial Police Officer/IGP,  
Punjab, Lahore.



	<b>*Only those projects will be considered having Client's signature and stamp on purchase orders, otherwise, no marks shall be awarded. Moreover, similar nature projects means provision of Uniform Cloth or similar items in Government Departments/ Semi Government/Private Sector.</b>		
<b>2</b>	<b>Financial Position</b>		
i.	<b>The Closing Balance or credit limit</b> Maximum marks = 15 shall be awarded if "the closing balance/credit limit" is equal to total estimate of current purchase x 2. For less than the prescribed amount, marks shall be: $\frac{\text{Total bank balance/credit limit} \times 15}{2 \times \text{estimate of current purchase}}$ <b>* Authentic &amp; signed balance sheet or statement copy from relevant bank shall be considered</b>	15	30
ii.	<b>Active tax payer for fiscal year 2019-20</b>	5	
iii	<b>Net tangible worth</b> Maximum mark = 10 shall be awarded if the net tangible worth is equal to total estimate of current purchase x 2. For less than the prescribed limit, marks shall be awarded as: $\frac{\text{Net Tangible Worth} \times 10}{2 \times \text{estimate of current purchase}}$ <b>*Authentic audit statement of FY 2019-20 signed by Chartered Accountant firm shall be considered.</b>	10	
<b>3.</b>	<b>Human Resource</b>		
i.	<b>Number of Technical Staff and supporting staff (Payroll of July 2020 mandatory)</b> (a) Maximum marks = 10 shall be awarded, if firm has 05 technical staff. (02 marks for each technical staff) <b>Technical staff must have BSc with 7 years experience or MSc with 5 years experience.</b> (b) For supporting staff maximum marks = 15 shall be awarded, if firm has 100 supporting staff. For less than 100 marks shall be awarded as: $\frac{\text{No of supporting staff} \times 15}{100}$ <ul style="list-style-type: none"><li>• List of Technical staff will be provided by bidder along with CVs and necessary details (Payroll of July 2020).</li><li>• No marks shall be awarded, if Cvs and payroll duly signed and stamped are not provided</li></ul>	10	25
		15	
<b>4.</b>	<b>Quality Management System</b> Any Certification Issued	10	10

  
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	* Relevant ISO certificate or any other relevant quality certificate issued by any institute or laboratory must be attached otherwise no marks shall be given.		
		<b>Total</b>	<b>100</b>

## Section II

### *General Conditions of Contract*

#### 1. Definitions


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

- aa. "Applicable Laws/ Rules" means the laws/ Rules of Islamic Republic of Pakistan/Punjab, as they may be issued and enforced from time to time.
- a. "Authority" means Punjab Police, Lahore.
- b. "Bid Security" means the bank guarantee or CDR submitted by a Pre-qualified bidder together with a bid to secure the obligations of the Pre-qualified bidder participating in a bidding proceedings
- c. "Blacklisting" means debar the Pre-qualified Bidder to participate in any procurement process on any ground provided in the document and uploaded its status on PPRA website or any other procurement site of the country/ world.
- d. "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.
- e. "Conflict of Interest" means
- i. where a Pre-qualified 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 Pre-qualified 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
- f. "Contract" means the agreement entered into between the Competent Authority and the Pre-qualified Bidder, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- g. "Contract Price" means the price payable to the lowest evaluated bidders under the Contract for the full and proper performance of its contractual obligations.

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 Punjab, Lahore.




- h. "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.
- i. "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;

  
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Punjab, Lahore.



- j. "Day" means calendar day.
- k. "GCC" means the General Conditions of Contract contained in this section.
- l. "Goods" means the Uniform Cloth including the services incidental to installation, transportation and similar obligations related to the supply of the goods.
- m. "Performance Guarantee" means the bank guarantee or CDR submitted by the pre-qualified 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. "Pre-qualified Bidder" means a legally established professional individual/ firm/ company/ JV or entity that may provide/provides the desirables/goods to the Procuring Agency under the contract and already Pre-qualified by the Procuring Agency for this procurement process.
- q. "The Services" means the work/services to be performed by the firm/company or entity / pursuant to the contract for the completion/delivery of the required goods as per the specifications.
- r. The "PPRA Rules" means the Punjab Procurement Rules 2014 amended to date or any other instructions of the Government relating to the procurement process.
- s. "The Delivery Place/ Site," shall be CPO Store Chung Lahore or Farooqabad or any other place directed by the Procuring Agency

  
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**2. Application**

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

**3. Procurement Items/Goods**

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




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

- 4.1 The Pre-qualified Bidder shall not, without prior written consent of the Procuring Agency, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Procuring Agency in the performance of the Contract.
- 4.2 The Pre-qualified Bidder shall permit the Procuring Agency to inspect the Pre-qualified Bidder's accounts and records relating to the performance of the Pre-qualified Bidder and to have them audited by auditors appointed by the Procuring Agency, if so required.

**5. Performance Guarantee**

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


  
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**6. Transportation**

- 6.1 The lowest evaluated Pre-qualified Bidder is required to provide the desired goods or the related services/works connected with the scope of the specifications as per the contract or required by the Procuring



- Agency or requirement to complete the assignment on a specified place of destination and such related costs shall be included in the Contract Price and cannot be claimed separately in addition to the contractual price.
- 6.2 The lowest evaluated Pre-qualified Bidder shall be responsible to complete the given assignment as per the settled specification within the time period decided by the parties and such bidder shall be responsible to handover the goods/desirables at Chung Store, Lahore or Farooqabad Store or any other place as directed by the Procuring Agency. No cost what so ever shall be paid to the contractor in any case by the Procuring Agency for the transportation or delivery. The bidder shall be responsible of any damage/loss during transportation.
- 7. Pre-qualified Bidder's Responsibilities**      7.1 Pre-qualified 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**      8.1 The terms and conditions of payment to be made to the successful Bidder shall be as per contract.
- 9. Change Orders**      9.1 The Procuring Agency at any time, by a written order issued to the successful Bidder, may make any changes in terms of extension of delivery time (if requested by the successful bidder in writing) or increase/decrease in the quantity under PPRA Rules-2014.
- 10. Contract & its Commencements**      10.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.  
10.2 After signing of the contingent contract the Procuring Agency may issue separate purchase order to the contractor
- 11. Delays in the Pre-qualified Bidder's Performance**      11.1 Delay in provision/delivery of goods by the Pre-qualified Bidder in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements shall not be tolerated and in such default penalty for delaying delivery shall be imposed @ 0.1% per day of the total contract amount.  
11.2 The Procuring Agency's focal person shall conduct visit to the sites in order to monitor progress. The Pre-qualified Bidder shall not obstruct visit of Procuring Agency's focal person and provide full facilitation to such person.

  
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**12. Termination for Default**

- 12.1 The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Pre-qualified Bidders, may terminate this Contract in whole or in part:
- (a) If the Pre-qualified Bidder fails to perform his obligations/delivery of goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC relevant Clause or
  - (b) If the Pre-qualified Bidder fails to perform any other obligation(s) under the Contract.
  - (c) If the Pre-qualified 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 PPR 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.


12.2 In the event the Procuring Agency terminates the Contract in whole or in part, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate Services/desirables similar to those undelivered, and such additional costs shall be payable by the Pre-qualified Bidders. However, the Pre-qualified Bidder shall continue performance of the Contract to the extent not terminated. In case of termination by the Procuring Agency or by the Pre-qualified Bidder, the performance guarantee shall be forfeited.

**13. Force Majeure**

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

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

13.3 If a Force Majeure situation arises, the Pre-qualified Bidder shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Pre-qualified Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The benefit of Force Majeure shall be in favor of Procuring Agency if it happened anytime.

  
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Punjab, Lahore.




- 14. Termination for Insolvency** 14.1 The Procuring Agency may at any time terminate the Contract by giving written notice to the Pre-qualified Bidder if the Pre-qualified Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Pre-qualified Bidders, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.
- 15. Termination for Convenience** 15.1 The Procuring Agency, by written notice of seven (07) Days to the Pre-qualified Bidders or without such notice, may terminate the Contract, in toto or in part, at any time before the accomplishment of the contract for its convenience. In case of issuing the notice of termination, the Procuring Agency shall specify that the termination is for the Procuring Agency's convenience, to what extent/ or whole of the contract with the Pre-qualified Bidder is terminated, and the date upon which such termination becomes effective. In case of such termination the provided performance or delivered goods before the period of such termination may be considered by the Procuring Agency if satisfied.
- 15.2 All enabling Laws of the land including clauses of PPRA Laws / Rules / Regulations shall be strictly followed in process of procurement or black listing or contract management etc.
- 16. Resolution of Disputes** 16.1 The Procuring Agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 16.2 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.
- 16.3 The committee shall investigate and decide upon the complaint within fifteen (15) days of the receipt of the complaint.
- 17. Governing Language** 17.1 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,

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in case of any ambiguity the language of original documents shall prevail.

- 18. Applicable Law** 18.1 The Procurement process & Contract shall be commenced and competed in accordance with the applicable laws of Islamic Republic of Pakistan/ Punjab.
- 19. Notices** 19.1 Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by 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** 20.1 Pre-qualified Bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until full satisfactory delivery to the Procuring Agency.
- 21. Corrupt or Fraudulent Practices** 21.1 The Procuring Agency requires that Pre-qualified 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 Pre-qualified Bidder or what so ever named, in accordance with Blacklisting procedures under Punjab Procurement Rules 2014 in any case if deems so.
- 21.2 Furthermore, Pre-qualified Bidder shall be aware of the provision stated in the General Conditions of Contract.
- 22. Blacklisting Mechanism** 22.1. The Procuring Agency may, under the applicable Law (s) for a specified period, debar a Pre-qualified Bidder from participating in any public procurement process of the Procuring Agency, if the Pre-qualified 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.

  
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Punjab, Lahore.





- 22.2 If Procuring Agency debars a Pre-qualified 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 Pre-qualified bidder for procurement of all procuring agencies.
- 22.3 The Procuring Agency has right to take any legal action against the Pre-qualified bidder or company/JV if he/they are found involve in corrupt practice in addition to blacklisting.
23. **Completion of Work/ Supply of goods**
- 23.1 The authorized person of the Procuring Agency shall issue a satisfactory performance certificate to the Pre-qualified Bidder on the completion of the such work/ delivery of goods entrusted to him through the contract/SLA by the Procuring Agency.
- 23.2 On basis of this completion certificate the contractor shall claim the payment from the Procuring Agency.
- 23.3 Mode of payment/delivery will be considered as final as mentioned by Procuring Agency in contract.


### 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 Pre-qualified Bidder: *The technically qualified bidder as per criteria of pre-qualification document..*
- d) The Delivery Place / Site is: *The place where the store is to be delivered by Pre-qualified firm.*

  
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Punjab, Lahore.

#### 2. Performance Guarantee

The amount of performance guarantee, i.e. (Which shall be within 10% of the contract price) in the shape of non-recourse, irrevocable and unconditional bank guarantee from scheduled bank of Pakistan on the prescribed format attached with the bidding document shall be



submitted by the winner/ lowest evaluated Pre-qualified bidder to the Procuring Agency after issuing of the letter of acceptance with in five (5) days (in official hour). In case of fail to deposit the required performance security with in prescribed time/ extended time in writing, the Procuring Agency has the right to reject the bid of such bidder and forfeit his bid security in addition to initiate other legal action against him. In case of termination of the contract by the contractor or by the Procuring Agency on any ground the performance guarantee shall be forfeited. The performance security may be released after the completion of the satisfactory performance/delivery of goods as per the contract or as per the satisfaction of Procuring Agency and in case of any warrantee the performance guarantee may be retained till such warrantee period.

### 3. 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 including blacklisting of Pre-qualified Bidder as per procurement procedure/PPRA Rules 2014 (amended).

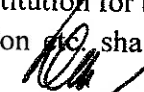
### 4. Termination

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 contract may be for a specific period till the successful completion of the assignment or more or less. In addition to the contract, in case of extended contract, work order shall be issued to the contractor for a specific goods without compromising the rates in accordance with the applicable laws and such work order shall be terminated on its time completion or prior to that as per covenant of Procuring Agency.

### 5. Delivery Place

The desirables/goods shall be received in Chung Store, Lahore or Farooqabad Store or any other place desired/mentioned by the Procuring Agency.

- a) The desirables/goods shall be inspected physically and Procuring Agency may send any sample of received goods to any laboratory/institution for testing of material as per specifications. The cost of laboratory or institution shall be borne by the Pre-qualified Bidder.

  
AIG/Procurement,  
for Provincial Police Officer/IGP,  
Punjab, Lahore.



- b) In case of stores rejected by the inspection committee and the firm also availed all the options of appeals as mentioned in the bidding document, the Pre-qualified firm shall be bound to lift the same within 30 days otherwise the same may be auctioned and amount shall be deposited in Govt. Treasury.

**6. Goods Detail**

The Pre-qualified Bidders are required to specify make, brand, country of origin and furnish detailed descriptive literature/ catalogue along with their offers for respective items as per the specification detail.

**7. Sample Submission**

- a) The technically qualified and lowest evaluated Pre-qualified bidder shall be required to deposit the sample as per specifications provided by the Procuring Agency immediately but not later than thirty (30) days or as per direction by the Procuring Agency.
- b) In case, the submitted sample does not match the approved specifications, the bidder shall be bound to improve the sample as per specifications and submit the same within stipulated period as decided by the AIG Procurement.
- c) In case of bidder fails to submit the sample in second attempt in accordance with the approved specifications within the stipulated period, penalty including forfeiture of bid security or blacklisting of the firm/company or both shall be imposed. The Procuring Agency may call next lowest evaluated bidders in the order to deposited the sample as per given specifications.
- d) In exceptional cases, it will be the sole discretion of the Procuring Agency to grant extension in the period for depositing of sample, on request of the firm.

**8. Violation of Approved Specifications**

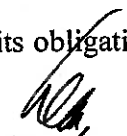
The Pre-qualified Bidder shall be bound to submit sample according to approved specifications and in case of any deficiency, the firm shall be given another opportunity to match the specifications at its own cost. In case of failure, the firm is liable to be blacklisted or his bid security shall also be confiscated.

**9. Store Specification**

The firm shall be bound to provide the stores as per approved sample. However, in case of failure to provide the store in accordance with approved sample, the Pre-qualified Bidder will be given another opportunity to replace the store with stipulated period as decided by the inspection Committee. Further failure of sample will result in forfeiting the performance security or disciplinary action under PPRA rules or both.

**10. Assignment**

The Pre-qualified Bidder shall not assign, in whole or in part, its obligations to any other person, sub-contractor etc. to perform under this Contract.

  
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for Provincial Police Officer/IGP,  
Punjab, Lahore.



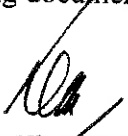
**11. Liquidated Damages in Case of Late Deliveries of Goods**

- 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. Recovery of the liquidated damages may be affected from payments due to the contractors from other purchases organizations as well.
- iii. The question of refund of liquidated damages may be taken up with Senior Purchase Officer on the representations of the affected party and refund in full or part thereof, may be allowed on merits having regard to condoning circumstances obtaining in the case. 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.

**12. Inspection Criteria**

The contractor shall afford at his own expenses that Procuring Agency shall have full and free access at any time during the contract to the contractor's works and may notwithstanding any contractual terms to the contrary require the contractor to make arrangements for the goods or any part thereof, to be inspected at his premises or at any other place. The Pre-qualified bidder shall pay all cost connected with such tests and provide without extra charges all materials, tools, labor and assistance of every kind which the Procuring Agency concerned person may consider necessary for any tests and examination other than special or independent tests, which he shall enquire to be made on the Pre-qualified bidder's premises, and shall pay all cost attendant thereon failing these facilities (in regard to which the Senior Purchase Officer will be the sole Judge) at his own premises for making the tests. The contractors shall bear the cost out such test elsewhere. The contractors shall also provide and deliver free of charge at such place as the concerned person of Procuring Agency 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 specification. In the event of such tests being unsatisfactory and resulting in or leading to the rejection of the goods concerned, the cost of the test will be borne by the Pre-qualified Bidder such costs will be assessed at the rates charged by the Laboratory concerned for work done for private firms and individuals.

- 13. Procuring Agency's Right;** The Procuring Agency have the right to add / incorporate any condition at the time of signing of the contract but not contrary to any applicable law (s)/and / or with the consent of the Pre-qualified Bidder and/ or may review any terms and condition / clause of the bidding documents within the parameters of existing laws.


  
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for Provincial Police Officer/IGP,  
Punjab, Lahore.



# STANDARD FORMS

## 1. Sample Collection Form

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

  
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for Provincial Police Officer/IGP,  
Punjab, Lahore.



## 2. Performance Guarantee Form

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

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

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

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

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


This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_, 2020\_\_

Signature and Seal of the Guarantors/Bank

Address

Date

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

  
AIG/Procurement,  
for Provincial Police Officer/IGP,  
Punjab, Lahore.



**3. Manufacturer Authorization Form  
Certificate To Be Filled In By Bidder**


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

Name of Bidder:

Signature of Bidder:

Designation:

Seal:

  
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for Provincial Police Officer/IGP,  
Punjab, Lahore.

**Witness:**

Name:

Signature.

Full Address:

CNIC #.

**4. Contract Form**

In confirmation to Advance Acceptance letter No. \_\_\_\_\_, dated \_\_\_\_\_.

**CHIEF PURCHASE OFFICER,  
PUNJAB POLICE DEPARTMENT,  
GOVERNMENT OF THE PUNJAB.**

1. Contract No. & Date No. \_\_\_\_\_ /SPO, Dated \_\_\_\_\_
2. Contractor's Name & Address \_\_\_\_\_
3. Contractor's reference \_\_\_\_\_
4. Contractor's Sales Tax No \_\_\_\_\_
5. Indenter's Name & Address \_\_\_\_\_
6. Indenter's Indent No. & Date \_\_\_\_\_
7. Particulars of goods \_\_\_\_\_

ITEM	DESCRIPTION OF GOODS SPECIFICATIONS	RATE PER METER RS.	TOTAL METERS.	TOTAL VALUE Rs.
1.	(As per approved sample and Specifications)	(Including all taxes whatsoever)		

8. Delivery Date \_\_\_\_\_
9. Place of Delivery \_\_\_\_\_
10. Name & Address of Consignee \_\_\_\_\_
11. Dispatch Instructions \_\_\_\_\_
12. Inspection Authority \_\_\_\_\_
13. Technical Officer. \_\_\_\_\_
14. Packing & Marking \_\_\_\_\_
15. Payment \_\_\_\_\_

100 % Payment will be made through A.G. Punjab  
(Supply Section)

*[Signature]*  
**AIG/Procurement,  
for Provincial Police Officer/IGP,  
Punjab, Lahore.**





16. Part Payment/Part Supply \_\_\_\_\_

17. Warranty \_\_\_\_\_

**18. SPECIAL INSTRUCTIONS. Punjab Police shall formulate a detail contract including all the GCC & SCC and any other condition at the time of execution of the contract.**

**Senior Purchase Officer/  
Addl: IGP/Logistics & Procurement,  
for Inspector General of Police,  
Punjab, Lahore**

Copy to:-

1. The Accountant General (Supply Section) Punjab, Lahore, through (S.V.O). The cost of goods is debatable \*Head of Account No. "PC-21013-Punjab Police-032102-Provincial Punjab Police- -----" for the financial year 2014-2015. Original Call Deposit No., dated of Rs. is sent herewith and will be released after successful completion of the contract.
2. Section Officer (Goods) Government of the Punjab, Finance Department, Lahore.
3. Inspection Authority:- AIG / Logistics, SSP/TELE, SSP /MT, Punjab, Lahore.
4. INDENTOR: AIG / Logistics, SSP/TELE, SSP /MT, Punjab, Lahore
5. CONSIGNEE: AIG / Logistics, Punjab, Lahore on behalf of the Inspector General of Punjab Police, Punjab, Lahore.

He should keep in touch with the Contractor to watch the supply of Goods within the prescribed delivery period. On receipt of the Goods, he should return the copy No.10 of the Inspection Note to the Purchase Officer within seven days in token of having received the Goods, along with No demand Certificate. In case the Goods are not received by him within the stipulated delivery period, he should immediately inform to Senior Purchase Officer.

6. Dy: Inspector General of Punjab Police, Punjab, Lahore.
7. AIG/Logistics, DDO/CPO on behalf of the IGP/Punjab, Lahore (Accountant CPO).
8. Commissioner, Income Tax, Lahore.
9. The Collector Sales Tax, Govt: of Pakistan, Collection of Sales Tax, Lahore.
10. Authentication Officer

I have gone through the contents of the contract and accept it.

*(Signature)*  
AIG/Procurement,  
for Provincial Police Officer/IGP,  
Punjab, Lahore. *(Signature)*

(Signature of the Contractor)



**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 Purchaser)\_\_\_ Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the \_\_\_(Name of the Purchaser) any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving under advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

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

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

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

  
AIG/Procurement,  
or Provincial Police Officer/IGP,  
97-98, Lahore.

**6. Delivery & Completion Schedule**

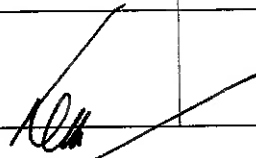
*[In case of multiple contacts; separate table shall be used for each lot.]*

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

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

**7. Specification Form**

Sr. No.	Item Name	Specification Dimensions

  
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Punjab, Lahore.



### 8. Bidder Profile

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

#### a) Bid Security

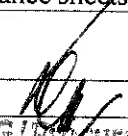
#	Particulars	Please furnish details
1.	Name of the Bank	
2.	CDR / Bank Guarantee	
3.	Date	

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

#	Audited Balance Sheets	Bidder
1.	2017-18	
2.	2018-19	
3.	2019-20	
4.	Please enclose audited annual balance sheets.	

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

#	Audited years	Bidder
1.	2017-18	

  
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 for Provincial Police Officer/IGP,  
 Punjab, Lahore.



2.	2018-19
3.	2019-20
4.	Please enclose Income Tax Returns

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

#	Audited years	Bidder
1.	2017-18	
2.	2018-19	
3.	2019-20	

*[Signature]*  
 AIG/Procurement,  
 for Provincial Police Officer/IGP,  
 Punjab, Lahore.

