STANDARD BIDDING DOCUMENTS AND INSTRUCTIONS

(Procurement of Goods)

OFFICE OF THE INSPECTOR GENERAL OF PRISONS, PUNJB, LAHORE

Section-I: Invitation to Bids

1.1 TENDER NOTICE

Bid Reference No. **Tender No.No.C.B-01-2024-25**
Date & time of receipt **19.07.2024 at 11:00 AM**
Date & Time of opening **19.07.2024 at 11:30 AM**

Sealed Bids are invited from Bidders i.e. firms/companies/sole proprietor/ general order suppliers and registered contractor of Prisons Department etc engaged in trading, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc). The Bids shall be received as per single stage two envelope procedures.

Bidding Document, can be purchased by the interested Bidders on the submission of a written application to the addressee below and upon payment of a non-refundable fee of Pak Rs.1000/-.

DURATION PERIOD FOR YEAR 2024-25 AS PER REQUIREMENTS

Sr. No.	name of item	Lahore	Faisalabad	Sargodha	Rawalpindi	Sahiwal	Multan	D.G Khan	Bahawalpur	Total Qty	Total estimated cost	Total bid security
1.	**Packed Milk** UHT/Standardized milk	685418	114881	344160	232268	144053	144416	109907	82947	1858050	-----	-----
	Estimated amount	164500320	27571440	82598400	55744320	34572720	34659840	26377680	19907280	-----	445932000	-----
	Bid security @ 2%	3290100	551500	1652000	1114900	691500	693200	527600	398200	-----	-----	8919000
2.	**Cooking Oil (Canola)**	257645	43183	129367	87309	54149	54286	41310	31201	698450	-----	-----
	Estimated amount	123669600	20727840	62096160	41908320	25991520	26057280	19828800	14976480	-----	335256000	-----
	Bid security @ 2%	2473400	414600	1242000	838200	519900	521200	396600	299600	-----	-----	6705500
3.	**Tea Leaves**	13664	2290	6859	4631	2871	2879	2196	1660	37050	-----	-----
	Estimated amount	23228800	3893000	11660300	7872700	4880700	4894300	3733200	2822000	-----	62985000	-----
	Bid security @ 2%	464600	77900	233300	157500	97700	97900	75000	56500	-----	-----	1260400
4.	**Syrup**	14185	4815	2995	7135	2380	2995	1720	2275	38500	-----	-----
	Estimated amount	5106600	1733400	1078200	2568600	856800	1078200	619200	819000	-----	13860000	-----
	Bid security @ 2%	102150	34700	21600	51400	17200	21600	12400	16400	-----	-----	277450
5.	**Suji**	36300	12300	7600	18100	6100	7450	4300	5750	97900	-----	-----
	Estimated amount	4356000	1476000	912000	2172000	732000	894000	516000	690000	-----	11748000	-----
	Bid security @ 2%	87200	29600	18300	43500	14700	17900	10400	13800	-----	-----	235400
6.	**Turmeric (Whole)**	4100	1500	850	2000	700	800	500	650	11100	-----	-----
	Estimated amount	2870000	1050000	595000	1400000	490000	560000	350000	455000	-----	7770000	-----
	Bid security @ 2%	57400	21000	11900	28000	9800	11200	7000	9100	-----	-----	155400
7.	**Black Pepper (Whole)**	3000	950	650	1600	500	650	350	500	8200	-----	-----
	Estimated amount	5100000	1615000	1105000	2720000	850000	1105000	595000	850000	-----	13940000	-----
	Bid security @ 2%	102000	32300	22100	54400	17000	22100	11900	17000	-----	-----	278800
8.	**White Zeera (Whole)**	9000	3100	1850	4550	1500	1900	1150	1450	24500	-----	-----
	Estimated amount	18900000	6510000	3885000	9555000	3150000	3990000	2415000	3045000	-----	51450000	-----
	Bid security @ 2%	378000	130200	77700	191100	63000	79800	48300	60900	-----	-----	1029000
9.	**Dates (Dry)**	20325	6950	4350	10250	3500	4350	2400	3275	55400	----	----
	Estimated amount	7723500	2641000	1653000	3895000	1330000	1653000	912000	1244500	-----	21052000	----
	Bid security @ 2%	154500	52900	33100	77900	26600	33100	18300	24900	-----	-----	421300
10.	**Raisin**	850	270	170	416	145	169	100	130	2250	-----	-----
	Estimated amount	680000	216000	136000	332800	116000	135200	80000	104000	-----	1800000	-----
	Bid security @ 2%	13600	4400	2800	6700	2400	2700	1600	2400	-----	-----	36600
11.	**Dar Chinni (Whole)**	14.75	4	3	7.65	2.7	2.92	2.6	2.38	40	-----	-----
	Estimated amount	13275	3645	2745	6863	2385	2628	2322	2142	-----	36005	-----
	Bid security @ 2%	300	100	100	200	50	100	50	50	-----	-----	950
12.	**Elachi Kalan**	70	22	16	36	11.5	15.5	8	11	190	-----	-----
	Estimated amount	189000	59400	43200	97200	31050	41850	21600	29700	-----	513000	-----
	Bid security @ 2%	3800	1200	900	2000	700	900	500	600	-----	-----	10600
13.	**Firewood (Dry)**	5052131	1712016	1061803	2536750	846770	1064474	611276	810080	13695300	-----	-----
	Estimated amount	126303275	42800400	26545075	63418750	21169250	26611850	15281900	20252000	-----	342382500	-----
	Bid security @ 2%	2526100	856100	530900	1268400	423400	532300	305700	405100	-----	-----	6848000

DURATION PERIOD 06 MONTHS AS PER REQUIREMENTS

Sr. No.	name of item	Lahore	Faisalabad	Sargodha	Rawalpindi	Sahiwal	Multan	D.G Khan	Bahawalpur	Total Qty	Total estimated cost	Total bid security
14	**DAL GRAM**	76800	26400	30900	38500	24600	31100	18000	23700	270000	-----	-----
	Estimated amount	19200000	6600000	7725000	9625000	6150000	7775000	4500000	5925000	-----	67500000	-----
	Bid security @ 2%	384000	132000	154500	192500	123000	155500	90000	118500	-----	-----	1350000
15	**DAL MASOOR**	26500	9000	5600	13300	4500	5600	3200	4300	72000	-----	-----
	Estimated amount	8480000	2880000	1792000	4256000	1440000	1792000	1024000	1376000	-----	23040000	-----
	Bid security @ 2%	169600	57600	35850	85200	28800	35850	20500	27600	-----	-----	461000
16	**DAL MOONG (Washed)**	23800	8200	5000	12000	4000	5000	2900	3700	64600	-----	-----
	Estimated amount	7378000	2542000	1550000	3720000	1240000	1550000	899000	1147000	-----	20026000	-----
	Bid security @ 2%	147600	50900	31000	74400	24800	31000	18000	23000	-----	-----	400700
17	**DAL MASH (Washed)**	36000	12150	7600	18100	6050	7650	4400	5900	97850	-------	-------
	Estimated amount	17820000	6014250	3762000	8959500	2994750	3786750	2178000	2920500	-------	48435750	-------
	Bid security @ 2%	356400	120300	75250	179200	59900	75750	43600	58450	-------	-------	968850
18	**WHITE GRAM**	39400	52500	32500	77700	25900	33500	18700	24800	305000	-----	-----
	Estimated amount	13396000	17850000	11050000	26418000	8806000	11390000	6358000	8432000	-----	103700000	-----
	Bid security @ 2%	268000	357000	221000	528400	176200	227800	127200	168700	-----	-----	2074300
19	**BLACK GRAM**	78200	26400	16600	39200	13200	16500	9300	12600	212000	-----	-----
	Estimated amount	18768000	6336000	3984000	9408000	3168000	3960000	2232000	3024000	-----	50880000	-----
	Bid security @ 2%	375400	126800	79700	188200	63400	79200	44700	60500	-----	-----	1017900
20	**WHITE BEANS**	36150	12200	7550	18250	6100	7600	4300	5700	97850	-------	-------
	Estimated amount	13375500	4514000	2793500	6752500	2257000	2812000	1591000	2109000	-------	36204500	-------
	Bid security @ 2%	267550	90300	55900	135050	45150	56250	31850	42200	-------	-------	724250
21	**RED BEANS**	36150	12200	7550	18250	6100	7600	4300	5700	97850	-------	-------
	Estimated amount	18798000	6344000	3926000	9490000	3172000	3952000	2236000	2964000	-------	50882000	-------
	Bid security @ 2%	376000	126900	78550	189800	63450	79050	44750	59300	-------	-------	1017800
22	**Red Chilies (Dandi Cut Gol)**	18000	6200	3700	9100	3000	3800	2300	2900	49000	------	-----
	Estimated amount	14760000	5084000	3034000	7462000	2460000	3116000	1886000	2378000	-----	40180000	-----
	Bid security @ 2%	295200	101700	60700	149300	49200	62400	37800	47600	-----		803900

1. Detail / Specifications are mentioned in Bidding Documents.
2. The bidding procedure prescribed under Rule 38(2) (a) of Punjab Procurement Rules 2014 (amended up to date) single stage two envelop shall be adopted.
3. The Bidding Documents are immediately available from the date of publication of this tender notice and will be issued during all working days (Mon-Fri) from 09:00 am to 5:00 pm by the office of the Inspector General of Prisons Punjab, Lahore on production of written request along-with fee of Rs.1000/- as bidding documents fee. The bidding documents may also be downloaded from the PPRA's website as well as Prisons Department's Website (www.prisons.punjab.gov.pk).
4. No bid will be accepted without bid security, which will be 2% of the estimated cost in the form of CDR/Demand Draft/Pay Order (Refundable) in favor of Inspector General of Prisons Punjab, Lahore and shall be submitted along with technical bid and copy of that along with financial Bid.
5. The bid validity period shall be 90 days commencing from the day of submission of bid.
6. The bid document should be duly signed and stamped by the bidders.
7. The sealed Bid should reach to office of the Inspector General of Prisons Punjab, Lahore latest by **19.07.2024** till **11:00 AM** and will be opened on same day at **11:30 AM**.
8. No. bid will be accepted if received through mail/dak or courier service.
9. The successful firm/supplier will be bound to supply the required articles/items according to the specifications F.O.R Jail Gate and No carriage expenses shall be paid.
10. .The successful bidder shall be required to deposit performance guarantee at the rate of 05% of the Contract Amount in the form of CDR/Demand Draft/Pay Order (Refundable) prior to execution of the contract. The performance guarantee shall be released after the successful delivery and after the completion contract.
11. All quoted prices should be inclusive of all Taxes and transportation cost.
12. The Inspector General of Prisons Punjab reserves the right to reject all bids or proposals under Rule 35 of PPR-2014.

SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)

2.1 INTRODUCTION

2.1.1 SCOPE OF BID

(i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII- Schedule of Requirements. The successful Bidders will be expected to deliver the goods within the specified period and timeline(s) as stated in the BDS.

2.1.2 SOURCE OF FUNDS

(i) The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.

2.1.3 ELIGIBLE BIDDERS

(i) The Invitation to Bids is open to all suppliers i.e. firms/companies/sole proprietor/ general order suppliers and registered contractor of Prisons Department etc engaged in trading, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc)

(ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation to Bids.

(iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority

(iv) Bidders shall not be under a declaration of blacklisting by any Government department/other Procuring Agency or by Punjab Procurement Regulatory Authority (PPRA)

(v) The invitation for Bids is open to all prospective general order suppliers, manufacturers or authorized agents/dealers subject to any provisions or licensing/regulatory requirements issued by the respective national/ provincial professional statutory body established for that particular trade or business.

(vi) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they.

a. Are associated or have been associated in the past, directly or indirectly with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation for Bids.
b. have controlling shareholders in common; or
c. receive or have received any direct or indirect subsidy from any of them; or
d. have the same legal representative for purposes of this Bid; or
e. have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
f. submit more than one Bid in this Bidding process, However, this does not limit the participation of subcontractors in more than one Bid

xi. A Bidder may be ineligible if:-

(a) the Bidder is declared bankrupt or, in the case of company or firm, insolvent;
(b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;
(c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;
(d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;
(e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
(f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.
(g) The firm, supplier and contractor is blacklisted/ debarred by any international organization.

xii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

xiii) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

xiv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

2.1.4. Eligible Goods and Services

i) All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS)*, and all expenditures made under the contract will be limited to such goods and related services.

ii) For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

iii) The origin of goods and services is distinct from the nationality of the Bidder. In any case, the requirements of rules 10 & 26 of PPR-14, shall be followed.

2.1.5. Cost of Bidding

i) The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as "the Procuring Agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.1.6. One person one bid

i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.

iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

2.1 THE BIDDING DOCUMENTS

2.2.1. Content of Bidding Documents

i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:

(a) Invitation to Bids
(b) Instructions to Bidders (ITB)
(c) Technical Specifications
(d) Bid Data Sheet
(e) General Conditions of Contract (GCC)
(f) Special Conditions of Contract (SCC)
(g) Schedule of Requirements
(h) Bid Form
(i) Manufacturer's Authorization Form ***(Where applicable)***
(j) Bidder Profile Form
(k) General Information Form
(l) Affidavit
(m) Bid Security Form
(n) Technical Bid Form
(o) Contract Form
(p) Financial Bid Form / Price Schedule
(q) Performance Guarantee Form.
(r) Check List

ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit 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.

iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents, not in conflict with any provision of PPR- 14, will take precedence.

iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.2.2. Clarification of Bidding Documents

i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing or by email at the Procuring Agency's address indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.

ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS.**

iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. as prescribed in **ITB 2.2.2 (i), above.** However, this clause shall not apply in case of alternate methods of Procurement.

iv) Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.

v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3.**

vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.

vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

2.2.3.Amendment of Bidding Documents

i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing time of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three(3) days, and on equal opportunity basis as per Rule-25(3) of PPR-14.

ii) All prospective Bidders that have received the Bidding documents will be notified of the amendment in writing or by email, and will be binding on them.

iii) Before 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 prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.

iv) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form, e.g. email, that secures record of the content of subject communication.

v) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

2.2 PREPARATION OF BIDS

2.3.1. Language of Bid

i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language

2.3.2. Bid Form

i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.3.3. Bid Prices

i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.

ii) Prices indicated on the Price Schedule shall be item wise. The bidders are required to submit their bid for the whole package. If any bid is submitted missing even single item in the package, it shall be rejected straight away.

iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.4(i) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.

iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.

2.3.4. BID CURRENCIES

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

2.3.5. Documents Establishing Bidder's Eligibility and Qualification

i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.

ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.

iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:

(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer (where applicable) *[Manufacturer's Authorization form No. 8.3]* or producer to supply the same in Pakistan;

(b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

(c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

2.3.6. Documents establishing goods, eligibility and conformity to bidding documents(where applicable)

i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.

ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a **certificate of origin** (where applicable) issued at the time of shipment.

iii) The documentary evidence of conformity of the goods and services to the Bidding documents may be in the form of literature, drawings, data and shall consist of:

a. a detailed description of the essential technical and performance characteristics of the goods;

b. a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and

c. an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating **substantial responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

iv) For purposes of the commentary to be furnished pursuant to ITB Clause 2.3.7 (iii) (c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical specifications, are intended to be descriptive only and not restrictive.

v) Where a sample(s) is required by a procuring agency, the sample shall be:

(a) submitted as part of the bid, in the quantities, dimensions and other details requested in the **BDS**;

(b) carriage paid;
(c) received on, or before, the closing time and date for the submission of bids; and
(d) Evaluated to determine compliance with all characteristics listed in the **BDS**.

vi) The Procuring Agency shall retain the sample(s) of the successful Bidder till the successful delivery of goods. A Procuring Agency may reject the Bid if the sample(s)

a. do(es) not conform to all characteristics prescribed in the bidding documents; and
b. is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet

vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.

viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.

ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).

Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and

x) Conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.

xi) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Agency.

xii) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation into English shall be attached to the original version.

2.3.7. Bid Security

i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.

ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.8. (vii).

iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:

(a) Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) valid for 6 months (180) Days, beyond the validity of Bid (further extendable).

iv. Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (iii) may be rejected by the Procuring Agency as non-responsive.

v. Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than one month (30) days after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.8 (iii) (a) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

> "***38(2)(a)(vii)*** *the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later: provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency".*

vi. The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.

vii. The Bid security may be forfeited:

a. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
b. in the case of a successful Bidder, if the Bidder:
   i. fails to sign the contract in accordance with ITB Clause 2.6.3; **or**
   ii. fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or
   iii. is blacklisted under relevant provisions of PPRA Act, 2009 and PPR-14.

2.3.8. Period of Validity of Bids

i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.

ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9. Format and Signing of Bid

i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail

ii) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be initialed by the person or persons signing the Bid.

iii) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.

iv) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be initialed by the person or persons signing the Bid.

v) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

vi) The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

2.4 Submission of Bids

2.4.1 Sealing and Marking of Bids

i) As per Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope

ii) The inner and outer envelopes shall:

a. be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and

b. bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE (time and date),” *[to be completed with the time and date specified in the Bid Data Sheets, pursuant to ITB Clause-2.4.2]*

iii. The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.

iv. If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the Procuring Agency will assume no responsibility for the Bid’s misplacement or premature opening.

v. In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as “ORIGINAL” and “COPY.” The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

Note: The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-38 of PPR-2014, which shall have precedence

vi. The inner and outer envelopes shall:

a. be addressed to the Procuring Agency at the address given in the **BDS**; and

b. bear the title of the subject procurement or Project name, as the case may be as indicated in the **BDS**, the Invitation to Bids (ITB) title and number indicated in the **BDS**, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 2.4.2**D

vii. In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:

a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.

b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.

c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in BDS

viii. The inner and outer envelopes shall:

a. be addressed to the Procuring Agency at the address provided in the BDS;

b. bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS, pursuant to ITB 2.4.2;

c. In addition to the identification required in Sub- Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to ITB.2.4.3

ix) If all envelopes are not sealed and marked as required by **ITB 2.4.1** or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.

2.4.2 Deadline for Submission of Bids

i) Bids must be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the Bid Data Sheet.

ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

iii) Bids shall be received by the Procuring Agency at the address specified under **BDS** no later than the date and time specified in the **BDS.**

2.4.3. Late Bids

i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.

ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.

iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

2.4.4. Modification and Withdrawal of Bids

i) The Bidder may modify or withdraw its Bid after the Bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Procuring Agency prior to the deadline prescribed for submission of Bids.

ii) The Bidder’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of Bids.

iii) No Bid may be modified after the deadline for submission of Bids.

iv) No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder’s forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii).

v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.

vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

2.5 Opening and Evaluation of Bids

2.5.1. Opening of Bids by the Procuring Agency

i) The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register as proof of their attendance.

ii) First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.

iii) Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

iv) Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.

v) Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.

vi) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening

vii) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.

viii) Bids not opened and not read out at the Bid opening shall not be considered further for evaluation, irrespective of the circumstances. In particular, any discount offered by a Bidder which is not read out at Bid opening shall not be considered further.

ix) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.

x) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i).**

xi) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.

xii) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record. A copy of the record shall be distributed to all the Bidders.

xiii) A copy of the minutes of the Bid opening shall be furnished to individual Bidders upon request.

2.5.2. Confidentiality

i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.

ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.

iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

2.5.3. Clarification of Bids

i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.

ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.

iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:

a. evaluation & qualification criteria;
b. required scope of work or specifications;
c. all securities requirements;
d. tax requirements;
e. Terms and conditions of bidding documents.
f. change in the ranking of the Bidder

iv. From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

2.5.4. Preliminary Examination

i. The Procuring Agency will examine the 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, and whether the Bids are generally in order.

ii. Arithmetical errors will be rectified on the following basis:-

   a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its Bid may be rejected, and its Bid security may be forfeited.

   b. If there is a discrepancy between words and figures, the amount in words will prevail.

iii. Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a substantially responsive Bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, **such as** those concerning **Bid Security** (ITB Clause 2.3.8), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

iv. If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

v. Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

   a. meets the eligibility criteria defined in **ITB 2.1.3** and **ITB 2.1.4**;
   b. has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
   c. has been properly signed;
   d. is accompanied by the required securities; and
   e. Is substantially responsive to the requirements of the Bidding Documents.

   The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

2.5.5. Examination of Terms and Conditions; Technical Evaluation

i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS,** have been met without material deviation or reservation.

iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance**,** it shall reject the Bid.

2.5.6. Correction of Errors

i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows:

   a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
   b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
   c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
   d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.8.**

2.5.7. Conversion to Single Currency

i. As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

   For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the selling rate, prevailing on the date of opening of bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day.

2.5.8. Post- qualification & Evaluation of Bids

i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.

ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.

iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be substantially responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.

iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 to be decided by the Procuring Agency which must include clear cut instruction regarding item wise or package wise evaluation inclusive of prevailing taxes, duties, fees etc

2.5.9. Contacting the Procuring Agency

i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.

ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

2.5.10. Grievance Redressal

1. In pursuance of rule-67 of PPRA, the following committee will redress the grievances of the bidders, if any, lodged with the committee in writing.

i.	DIG (Inspection) Inspectorate of Prisons Punjab, Lahore	Convener
ii.	AIG (Industry) Inspectorate of Prisons Punjab, Lahore	Member
iii.	AIG (Judicial) Inspectorate of Prisons Punjab, Lahore	Member

i) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the GRC well before the proposal submission deadline.

ii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the GRC well before the proposal submission deadline.

iii) 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 days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA for obtaining/ receiving grievance petitions from the prospective bidders (if any)

iv) In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.

v) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. Award of Contract

2.6.1. Notification of Award

i) 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 to be confirmed in writing by registered letter, that its Bid has been accepted.

ii) The notification of award will constitute the formation of the Contract.

iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).

2.6.2. Performance Guarantee

I. Within seven (07) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in shape of CDR, Bank Draft, Pay Order in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.

II. Failure of the successful Bidder to comply with the requirement of Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14

2.6.3. Signing of Contract/ Issuance of Purchase Order

i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order.

ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.

iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

2.6.4. Award Criteria

(i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award

(i) The Procuring Agency reserves the right at the time of contract award to increase the quantity of goods originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (iv) of PPR-14 (not more than 15%).

2.6.6. Procuring Agency's Right to Accept or Reject All Bids

(i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.

(ii) The Bidders shall be promptly informed about the rejection of the Bids, if any.

(iii) 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.

2.6.7. Re-Bidding

(i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

2.6.8. Corrupt or Fraudulent Practices

(i) The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

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

"(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; 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, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

i. *coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
ii. *collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the 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 mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
v. *obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process."*

II. Blacklisting & Debarment

Blacklisted Consultants and those found involved in "Corrupt Practices" are not allowed to participate in bidding

Subst Requirements & Procedure for Blacklisting & Debarment:

S-17A of PPRA, Act, 2009:

"*17A. Blacklisting*.– *(1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.*

(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.

(3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.

(4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.] As per rule 21 of PPR-14:

21. Blacklisting.–*(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:*

(a) acted in a manner detrimental to the public interest or good practices;
(b) consistently failed to perform his obligation under the Contract;
(c) not performed the Contract up to the mark; or
(d) indulged in any corrupt practice.

(2) If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:

(a) shall forward the decision to the Authority for publication on the website of the Authority; and
(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

(3) The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.

(4) Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.

(5) Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.

(6) The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.

As per Schedule appended with PPR-14:
SCHEDULE *see sub-rule (6) of rule 21*

BLACKLISTING MECHANISM OR PROCESS

1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.

2. The show cause notice shall contain:

(a) precise allegation, against the bidder or Contractor;

(b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and

(c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.

3. The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.

4. In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.

5. In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.

6. The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.

7. The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.

8. The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.

9. The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.

10. The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.

11. If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.

12. The Authority shall immediately publish the information and decision of blacklisting on its website.

13. In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.

14. In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.

15. In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.

16. The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.

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

iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

2.6.9. Quantity and volume of the goods to be considered in mind *[In case of framework contract modality]*

i) While quoting the rate in a framework contract, the Bidder must consider the following facts:

a. certain volume and quantity of the goods as prescribed in Bid Data Sheet.

b. the Bidder have to maintain the rates of the goods for the whole financial year.

c. the Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.

2.7. Provision of Samples

The lowest bidder shall be required to furnish the requisite samples as per demand/ specifications of the Procuring Agency. In case the samples not found according to the specifications (Section-III. 3.1 Technical Specification), then the Procuring Agency reserves right to initiate blacklisting process against the concerned bidder.

Section-III. 3.1. Technical Specifications

Sr. No.	NAME OF ITEM	Specifications
1.	**PACKED MILK**	Standardized milk: mean which has been reduced to the prescribed level of milk fat by removal of fat. It shall contain not less than 8.9% of milk solids not fat and it shall contain not less than 12.4% of milk solids including 3.5% of milk fat. It shall be homogenized, sterilized / UHT. The standardized milk shall be free from any added non-dairy ingredients, except the permitted food additives and nutrient supplements. The label of standardized milk shall not bear any expression, pictorial representation or design that indicates, suggests or implies that the milk is full cream cow whole cream milk
2.	**COOKING OIL (CANOLA)**	Canola Oil means the oil obtained from the low erucic acid oil bearing seeds of varieties derived from brassica species of crucifier family or from cake / meal thereof by a process of expression (expelling) or by a process of solvent extraction. It shall be refined, bleached and deodorized. It shall be clear and free from rancidity, adulterants sediments, and suspended and other foreign matter and added colouring and flavouring substances or mineral oils. The solid component of the seed shall contain not less than 40 micromoles of total glucosinolates per gram of air-dry oil free solids. a. Moisture = Not more than 0.1% b. Refractive Index (20o C). = 0.194 to 0.92 c. Refractive Index (at 40OC) = 1.4650-1.4730 d. Saponification Value = 248 -285 mg KOH/g e. Iodine Value (Wijs) = 110 to 126 f. Acid Value = Not more than 4.0 mg KOH/g g. Unsaponifiable Matter = Not more than 1.5% h. Crismer Value = 67 to 70 i. Rancidity (Kries Test) is one inch cell= Below 1.5 R. j. Peroxide Value = Not more than10 milli equivalents of oxygen/ KG oil k. Erucic acid percent of the Component= Not more than 5.0% Fatty Acids l. Smoke Point O C =Not less than 232 (Pensky Marten closed method) m. Sulfur = Not more than 10 mg/Kg n. Vitamin A = Not less than 33,000 IU/Kg to maximum 45000 IU/kg o. Vitamin D = Minimum 3000-4500 IU/Kg p. Specific Gravity at 20/20OC = 0.914-0.920 q. Colour in one inch cell (Y+10) = 12 Maximum r. GLC Ranges of fatty acid composition (percent) **Fatty acids Range** C<14:00 <0.2 , C 16:0 2.5-6.0 , C 16:1 <0.6. , C 18:0 0.8-2.5 ,C 18:1 50-66 , C 18:2 18-28, C 18:3 6.0-14 ,C 20:0 0.1-1.2 ,C 20.1 0.1-4.3 ,C 22:0 <0.6. ,C 22:1 <5.0 ,C 22.2 <1.0 C 24:0 <0.2 ,C 24.1 0.2 s. Contaminants (i) Matter volatile at 1050C = Not more than 0.2% m/m (ii) Insoluble impurities = Not more than 0.05 % m/m (iii) Soap content = Not more than 0.005% mg/Kg (iv) Iron (Fe) = Not more than 1.5% mg/Kg (v) Copper (Cu) = Not more than 0.1mg/Kg (vi) Lead (Pb) = Not more than 0.1 mg/ Kg (vii) Arsenic (As) = Not more than 0.1 mg/Kg
3.	**TEA LEAVES**	Tea: means the fermented, dried and sound processed leaves and buds of various species of tea belonging to genus Camellia and free from tea waste, any other foreign matter, impurities, harmful substances and any colouring matter, but may contain tea stalks to a maximum of 10%. The product shall be characteristic flavor free from any off odour, taint and mustiness. It shall be free from living or dead insects, moulds, insect fragments, and rodent contamination visible to the naked eye(corrected if necessary for abnormal vision. The product shall conform to the following requirements in which all the figures given are expressed on the basis of the material ovendried at 103±2ºC Water extract: 33 percent minimum Total Ash: 4 to 8 percent Ratio of Soluble to Total Ash; 45 percent minimum Alkalinity of Ash (as K O) 1.5 to 2.0 percent Ash insoluble in acid 0.8 percent maximum Crude fiber 16.5 percent minimum Caffeine 2.5 percent minimum Tannin 10 percent minimum Moisture Not more than 8 percent
4.	**SYRUP**	(Equivalent) Rooh Afza, Jam-e-Shereen, Nauras and Samarqand Brands manufactured by Hamdard laboratories (waqt) Qureshi Industries (Pvt) Lahore, Nauras (Pvt) Ltd, Karachi and Sehzan International (Ltd), Lahore respectively.
5.	**SUJI**	Suji mean the food prepared by grinding and bolting cleaned wheat to such fineness that it passes through a No.20 sieve but not more than 3% passes through a No.100 sieve. It shall be free from grit and insect infestation, musty smell and off odour and from rodent excretes I. Moisture Not more than 12% II. Ash Not more tha 1.0% III. Ash insoluble in HCI Not more than 0.1% IV. Acidity Not more than 0.115% of acidity Expressed as sulphuric acid and determined by the alcoholic extraction process. I. Gluten (dry weight basis) Not less than 7% of gluten
6.	**TURMERIC WHOLE**	Haldi or turmeric means the dried rhizome or bulbous root of the plants of genus Curcumalonga I and includes turmeric in whatsoever form. It shall be free from damages by insect pests, lead chromate. It shall be free from any added colouring matters. It shall be free from mould, living and dead insects, insect fragments, and rodent contamination. The product shall be free from lead chromate added starch and any other extraneous coloring matter. It shall conform to the following standards:- i. Moisture Not more than 12% ii. Total Ash Not more than 9.0%
7.	**BLACK PEPPER (Whole)**	Means the berries of Piper nigrum l. brown to black in colour with wrinkled surface, having the characteristic flavour, pungent taste and free from foreign starch and other 284 extraneous matter, with or without the husk. It shall contain moisture not more than 10 percent. It shall conform to the following standards: (i) Moisture Not more than 10.0 percent by weight (ii) Total ash on dry basis Not more than 6.0 percent by weight (iii) Volatile oil content on Not less than 2.0 percent by v/w (iv) Non-volatile ether extract Not less than 6.0 percent by weight (v) Peperine content Not less than 4.0 percent by weight (vi) Bulk density (gm/litre) Not less than 490 gm/litre by weight

Sr. No.	NAME OF ITEM	Specifications
8.	**WHITE ZEERA (Whole)**	Means the dried sound fruit of *Carum carvi* . It shall have the characteristic colour and aroma; and shall not have any exhausted seeds. It shall be free from any added colouring matter. It shall conform to the following standards: (i) Moisture Not more than 10 percent (ii) Total ash on dry basis Not more than 8.0 percent (iii) Ash insoluble in HCl Not more than 1.5 percent (iv) Volatile essential oil Not less than 1.5 percent
9.	**DATES (DRY)**	Zahedi Dates or equivalent • Moisture Below 14% • Colour: Light Brown to golden • Size Medium • Texture Dry & firm • Taste Sweet with a slightly nutty flavor • Appearance Uniform colour, free from defect like mold or insect damage • Cleanliness Free from foreign Material • Packaging mentioned in the agreement deed after execution.
10.	**RAISIN**	Shall be the clean, sound, wholesome of any suitable variety fully ripe and free from insect or fungal attack or any other blemish affecting the quality of the dried product. The dried product shall be derived from such fruits as graps. It shall be free from added ingredients and colouring matter. It shall conform to the following standards: (a) For all fruits except dried dates Not more than 14 percent Moisture Not more than 5 percent Damaged fruits Moisture Not more than 12 percent Shriveled fruits Not more than 15 percent Damaged fruits Nill
11.	**DAR CHINNI (Whole)**	Means the dried inner bark of *Cinnamomum zeylanicum.* It shall neither contain any cassia nor any foreign vegetable substance and colouring matter. It shall be free from insect damaged matter. It shall contain essential volatile oil not less than 0.7 percent and moisture not more than 12 percent. It shall conform to the following standards: (i) Moisture Not more than 12.0 percent by weight (ii) Total ash on dry basis Not more than 7.0 percent by weight (iii) Ash insoluble in dilute HCl on dry basis Not more than 2.0 percent by weight (iv) Volatile oil content on dry basis Not less than 0.7 percent by v/w (v) Insect damaged matter Not more than 1.0 percent by weight (vi) Extraneous matter Not more than 1.0 percent by weight
12.	**ELACHI KALAN**	Means the dried sound nearly ripe fruit of various species of genus *Amomum sublulatum roxb.* It shall be free from added colouring matter, alive or added insects. It shall contain moisture not more than 12 percent and volatile essential oil not less than 1 percent.
13.	**FIRE WOOD**	Sheesham and Keekar Desi without roots (mudh) Logs. = Size Maximum = 1 to3 feet Girth = 6" or 08"
14.	**DAL GRAM**	**COLOR:** The grain as far so possible, shall have its normal color but mere discolorations shall not make it unfit if repellent smell or taste have not developed. **SMELL:** Persistent bad smell in food grains shall be indicative of unhealthy deterioration of grain and it shall e considered to injurious to health. **TASTE:** any taste other than the characteristic taste of food grains shall be deemed to render the food grains injurious to health. **FOREIGN MATTER:** not more than 3% out of which inorganic matter and poisonous seed shall not exceed 1% and 0.5% respectively. Out of the total limit of poisonous seeds, dhaura and akra (vicia species) shall not exceed 0.025% and 0.2% respectively. **FOREIGN FOOD GRAINS**: Grains, other than the one which is being sold, shall be deemed to be foreign food grains, so far as that particular food grains is concerned, and shall not exceed 05% by weight. **DAMAGED GRAINS.** Grains which are damaged, touched or mouldy or shriveled shall not exceed a total of 05%, of which mouldy grams, after superficial cleaning, shall not be more than 1.5%. **INSECT DAMAGED GRAINS** shall not exceed the limit of 5%. **SOUND GRAINS:** Notwithstanding the permissible limits stated in foreign matter the percentage of normal and sound grains shall in no case be lower than 85% of the total grain inclusive of the percentage under Foreign Food Grains. **Moisture content:** The moisture content at any time irrespective of climate or season, shall not exceed 12%. Uric Acid: Nor more than 100 mg/kg and Mycotoxin including aflatoxin : Nor more than 20 ug/Kg
15.	**DAL MASOOR**	**COLOR:** The grain as far so possible, shall have its normal color but mere discolorations shall not make it unfit if repellent smell or taste have not developed. **SMELL:** Persistent bad smell in food grains shall be indicative of unhealthy deterioration of grain and it shall e considered to injurious to health. **TASTE:** any taste other than the characteristic taste of food grains shall be deemed to render the food grains injurious to health. **FOREIGN MATTER:** not more than 3% out of which inorganic matter and poisonous seed shall not exceed 1% and 0.5% respectively. Out of the total limit of poisonous seeds, dhaura and akra (vicia species) shall not exceed 0.025% and 0.2% respectively. **FOREIGN FOOD GRAINS**: Grains, other than the one which is being sold, shall be deemed to be foreign food grains, so far as that particular food grains is concerned, and shall not exceed 05% by weight. **DAMAGED GRAINS.** Grains which are damaged, touched or mouldy or shriveled shall not exceed a total of 05%, of which mouldy grams, after superficial cleaning, shall not be more than 1.5%. **INSECT DAMAGED GRAINS** shall not exceed the limit of 5%. **SOUND GRAINS:** Notwithstanding the permissible limits stated in foreign matter the percentage of normal and sound grains shall in no case be lower than 85% of the total grain inclusive of the percentage under Foreign Food Grains. **Moisture content:** The moisture content at any time irrespective of climate or season, shall not exceed 12%. Uric Acid: Nor more than 100 mg/kg and Mycotoxin including aflatoxin : Nor more than 20 ug/Kg
16.	**DAL MOONG**	**COLOR:** The grain as far so possible, shall have its normal color but mere discolorations shall not make it unfit if repellent smell or taste have not developed. **SMELL:** Persistent bad smell in food grains shall be indicative of unhealthy deterioration of grain and it shall e considered to injurious to health. **TASTE:** any taste other than the characteristic taste of food grains shall be deemed to render the food grains injurious to health. **FOREIGN MATTER:** not more than 3% out of which inorganic matter and poisonous seed shall not exceed 1% and 0.5% respectively. Out of the total limit of poisonous seeds, dhaura and akra (vicia species) shall not exceed 0.025% and 0.2% respectively. **FOREIGN FOOD GRAINS**: Grains, other than the one which is being sold, shall be deemed to be foreign food grains, so far as that particular food grains is concerned, and shall not exceed 05% by weight. **DAMAGED GRAINS.** Grains which are damaged, touched or mouldy or shriveled shall not exceed a total of 05%, of which mouldy grams, after superficial cleaning, shall not be more than 1.5%. **INSECT DAMAGED GRAINS** shall not exceed the limit of 5%. **SOUND GRAINS:** Notwithstanding the permissible limits stated in foreign matter the percentage of normal and sound grains shall in no case be lower than 85% of the total grain inclusive of the percentage under Foreign Food Grains. **Moisture content:** The moisture content at any time irrespective of climate or season, shall not exceed 12%. Uric Acid: Nor more than 100 mg/kg and Mycotoxin including aflatoxin : Nor more than 20 ug/Kg
17.	**DAL MASH**	**COLOR:** The grain as far so possible, shall have its normal color but mere discolorations shall not make it unfit if repellent smell or taste have not developed. **SMELL:** Persistent bad smell in food grains shall be indicative of unhealthy deterioration of grain and it shall e considered to injurious to health. **TASTE:** any taste other than the characteristic taste of food grains shall be deemed to render the food grains injurious to health.

Sr. No.	NAME OF ITEM	Specifications
		FOREIGN MATTER: not more than 3% out of which inorganic matter and poisonous seed shall not exceed 1% and 0.5% respectively. Out of the total limit of poisonous seeds, dhaura and akra (vicia species) shall not exceed 0.025% and 0.2% respectively. **FOREIGN FOOD GRAINS**: Grains, other than the one which is being sold, shall be deemed to be foreign food grains, so far as that particular food grains is concerned, and shall not exceed 05% by weight. **DAMAGED GRAINS.** Grains which are damaged, touched or mouldy or shriveled shall not exceed a total of 05%, of which mouldy grams, after superficial cleaning, shall not be more than 1.5%. **INSECT DAMAGED GRAINS** shall not exceed the limit of 5%. **SOUND GRAINS:** Notwithstanding the permissible limits stated in foreign matter the percentage of normal and sound grains shall in no case be lower than 85% of the total grain inclusive of the percentage under Foreign Food Grains. **Moisture content:** The moisture content at any time irrespective of climate or season, shall not exceed 12%. Uric Acid: Nor more than 100 mg/kg and Mycotoxin including aflatoxin : Nor more than 20 ug/Kg
18.	**WHITE GRAM**	**COLOR:** The grain as far so possible, shall have its normal color but mere discolorations shall not make it unfit if repellent smell or taste have not developed**.** **SMELL:** Persistent bad smell in food grains shall be indicative of unhealthy deterioration of grain and it shall e considered to injurious to health. **TASTE:** any taste other than the characteristic taste of food grains shall be deemed to render the food grains injurious to health**.** **FOREIGN MATTER:** not more than 3% out of which inorganic matter and poisonous seed shall not exceed 1% and 0.5% respectively. Out of the total limit of poisonous seeds, dhaura and akra (vicia species) shall not exceed 0.025% and 0.2% respectively. **FOREIGN FOOD GRAINS**: Grains, other than the one which is being sold, shall be deemed to be foreign food grains, so far as that particular food grains is concerned, and shall not exceed 05% by weight. **DAMAGED GRAINS.** Grains which are damaged, touched or mouldy or shriveled shall not exceed a total of 05%, of which mouldy grams, after superficial cleaning, shall not be more than 1.5%. **INSECT DAMAGED GRAINS** shall not exceed the limit of 5%. **SOUND GRAINS:** Notwithstanding the permissible limits stated in foreign matter the percentage of normal and sound grains shall in no case be lower than 85% of the total grain inclusive of the percentage under Foreign Food Grains. **Moisture content:** The moisture content at any time irrespective of climate or season, shall not exceed 12%. Uric Acid: Nor more than 100 mg/kg and Mycotoxin including aflatoxin : Nor more than 20 ug/Kg
19.	**BLACK GRAM**	**COLOR:** The grain as far so possible, shall have its normal color but mere discolorations shall not make it unfit if repellent smell or taste have not developed**.** **SMELL:** Persistent bad smell in food grains shall be indicative of unhealthy deterioration of grain and it shall e considered to injurious to health. **TASTE:** any taste other than the characteristic taste of food grains shall be deemed to render the food grains injurious to health**.** **FOREIGN MATTER:** not more than 3% out of which inorganic matter and poisonous seed shall not exceed 1% and 0.5% respectively. Out of the total limit of poisonous seeds, dhaura and akra (vicia species) shall not exceed 0.025% and 0.2% respectively. **FOREIGN FOOD GRAINS**: Grains, other than the one which is being sold, shall be deemed to be foreign food grains, so far as that particular food grains is concerned, and shall not exceed 05% by weight. **DAMAGED GRAINS.** Grains which are damaged, touched or mouldy or shriveled shall not exceed a total of 05%, of which mouldy grams, after superficial cleaning, shall not be more than 1.5%. **INSECT DAMAGED GRAINS** shall not exceed the limit of 5%. **SOUND GRAINS:** Notwithstanding the permissible limits stated in foreign matter the percentage of normal and sound grains shall in no case be lower than 85% of the total grain inclusive of the percentage under Foreign Food Grains. **Moisture content:** The moisture content at any time irrespective of climate or season, shall not exceed 12%. Uric Acid: Nor more than 100 mg/kg and Mycotoxin including aflatoxin : Nor more than 20 ug/Kg
20.	**WHITE BEANS**	**COLOR:** The grain as far so possible, shall have its normal color but mere discolorations shall not make it unfit if repellent smell or taste have not developed**.** **SMELL:** Persistent bad smell in food grains shall be indicative of unhealthy deterioration of grain and it shall e considered to injurious to health. **TASTE:** any taste other than the characteristic taste of food grains shall be deemed to render the food grains injurious to health**.** **FOREIGN MATTER:** not more than 3% out of which inorganic matter and poisonous seed shall not exceed 1% and 0.5% respectively. Out of the total limit of poisonous seeds, dhaura and akra (vicia species) shall not exceed 0.025% and 0.2% respectively. **FOREIGN FOOD GRAINS**: Grains, other than the one which is being sold, shall be deemed to be foreign food grains, so far as that particular food grains is concerned, and shall not exceed 05% by weight. **DAMAGED GRAINS.** Grains which are damaged, touched or mouldy or shriveled shall not exceed a total of 05%, of which mouldy grams, after superficial cleaning, shall not be more than 1.5%. **INSECT DAMAGED GRAINS** shall not exceed the limit of 5%. **SOUND GRAINS:** Notwithstanding the permissible limits stated in foreign matter the percentage of normal and sound grains shall in no case be lower than 85% of the total grain inclusive of the percentage under Foreign Food Grains. **Moisture content:** The moisture content at any time irrespective of climate or season, shall not exceed 12%. Uric Acid: Nor more than 100 mg/kg and Mycotoxin including aflatoxin : Nor more than 20 ug/Kg
21.	**RED BEANS**	**COLOR:** The grain as far so possible, shall have its normal color but mere discolorations shall not make it unfit if repellent smell or taste have not developed**.** **SMELL:** Persistent bad smell in food grains shall be indicative of unhealthy deterioration of grain and it shall e considered to injurious to health. **TASTE:** any taste other than the characteristic taste of food grains shall be deemed to render the food grains injurious to health**.** **FOREIGN MATTER:** not more than 3% out of which inorganic matter and poisonous seed shall not exceed 1% and 0.5% respectively. Out of the total limit of poisonous seeds, dhaura and akra (vicia species) shall not exceed 0.025% and 0.2% respectively. **FOREIGN FOOD GRAINS**: Grains, other than the one which is being sold, shall be deemed to be foreign food grains, so far as that particular food grains is concerned, and shall not exceed 05% by weight. **DAMAGED GRAINS.** Grains which are damaged, touched or mouldy or shriveled shall not exceed a total of 05%, of which mouldy grams, after superficial cleaning, shall not be more than 1.5%. **INSECT DAMAGED GRAINS** shall not exceed the limit of 5%. **SOUND GRAINS:** Notwithstanding the permissible limits stated in foreign matter the percentage of normal and sound grains shall in no case be lower than 85% of the total grain inclusive of the percentage under Foreign Food Grains. **Moisture content:** The moisture content at any time irrespective of climate or season, shall not exceed 12%. Uric Acid: Nor more than 100 mg/kg and Mycotoxin including aflatoxin : Nor more than 20 ug/Kg
22.	**RED CHILIES (Dandi Cut Gol)**	Chilies (Whole) means the dried ripe sound fruit of the various species of Capsicum(Capsicum annum and Capsicum frutescent). It shall be free from added colouring matter, foreign oil, sand, grit or dirt or other foreign substance or substitutes, harmful substance, mould growth and insect infestation. It shall contain moisture not more than 12% and non-volatile ether extract not less than12% . it shall conform to the following standards:- i. Moisture — Not more than 12.0% by weight ii. Total Ash on dry — Not more than 8.0% by weight iii. Ash insoluble in dilute HCI — Not more than 1.3% by weight iv. Insect damaged matter — Not more than 1.0% by weight v. Extraneous matter — Not more than 1.0% by weight vi. Unripe and marked fruits — Not more than 2.0% by weight vii. Broken fruits, seed & fragments Not more than 5.0% by weight.

SECTION-IV: BID DATA SHEET

A. INTRODUCTION

BDS Clause Number	ITB Number	Amendments of, and Supplements to, Clauses in the Instruction to Bidders
1.	**2.1.1**	Name of Procuring Agency: Inspector General of Prisons Punjab, Lahore The subject of procurement is: Dietary items of lot No.I Period for delivery of goods: [Settled in the Agreement Deed] Commencement date for delivery of Goods: [immediate *after signing the contract and issuance of Purchase Order.*]
2.	**2.1.2**	Financial year for the operations of the Procuring Agency: [*2024-25*] Name of Project/ Grant (Non Development): dietary items of lot No.I Name of financing institution: [*Government of the Punjab*] Name and identification number of the Contract: C.B-01-2024-25
3.	**2.1.3 (iv)**	Maximum number of members in the joint venture, consortium or association shall be: [*three*]. J.V. form 8.2 should be followed. ***(where applicable)***
4.		Ineligible country(s) ***(where applicable)***
5.	**2.3.6(iii)**	Demonstration of authorization by manufacturer: form 8.3 should be followed. ***(where applicable)***
		B. Bidding Documents
6.	**2.2.2**	The address for clarification of Bidding documents is Inspector General of Prisons Punjab, Lahore
7.	**2.2.2**	Pre-bid meeting **will not be held**.
8.	**2.3.9**	The number of documents to be completed and returned is one original and [*one copy*]
		C. Bid Price, Currency, Language and Country of Origin
9	**2.3.1**	*[English language]*
10	**2.3.4**	The price quoted shall be in Pak Rupees and inclusive of all taxes and delivery charges.
11.	**2.3.4**	The price may be fixed for whole year of Sr. No.1-13 and remaining items for 06 months after execution of contract.
12.	**2.1.4 (ii)**	Country of origin ***(where applicable)***
		D. Preparation and Submission of Bids
13.	**2.1.3**	Qualification Criteria/Knock down criteria. **i.** *Minimum three years relevant experience is required.* **ii.** *Registration of the Bidder with relevant forums/ organizations.* ***(where applicable)*** **iii.** *Registration with relevant tax authority i.e. FBR/PRA etc. as active tax payer.* **iv.** *Affidavit to the effect that:-* • *Bidder is neither blacklisted from any government department nor is any litigation pending in this regard.* • *The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per Law/ Rules.* • *The provided information is correct.* **v.** *Bidder is authorized dealer/general order supplier for the supply of dietary items.*
14.	**2.3.6&2.3.7**	Spare parts required ***(where applicable)***
15.	**2.2.2**	Bid shall be submitted to: Inspector General of Prisons Punjab, Lahore
16.	**2.4.2**	The deadline for Bid submission is a) Day*: Friday,* b) Date*:19.07.2024* c) Time*: 11:00 AM*
17.	**2.5.1**	In the Office of the Inspector General of Prisons Punjab, Lahore on 19.07.2024 at 11:30 AM for Bid opening.
18.	**2.6.2**	Amount of Performance Guarantee is @ 05% of total contract.
19.	**2.3.8**	Mentioned Estimated amount of each items in invitation of bid
20.	**2.3.9**	Bid validity period after opening of the Bid is: 90 days.
21.	**2.3.10**	Number of copies of the Bid to be provided are: One copy.
		E. Opening and Evaluation of Bids
22.	**2.5.1**	The Bid opened in the office of Inspector General of Prisons Punjab, Lahore on 19.07.2024 at 11:30 AM
23.	**2.3.5**	The currency that shall be used for Bid evaluation and comparison purposes to convert all Bid prices expressed in various currencies is: *[Pak Rupees]*
		F. Bid Evaluation Criteria
24.	**2.5.8**	Criteria to Bid evaluation.

EVALUATION CRITERIA:

Part I

KNOCKDOWN CLAUSES

FOR PACKED MILK, COOKING OIL, TEA LEAVES & SYRUP

1. Original fee receipt to be submitted as a proof of payment of printing charges of a bidding document.
2. Original Bid Security 2% of estimated cost of each item alongwith technical bid.
3. Minimum last two years' business history (Purchase Orders) as a proof.
4. An affidavit on stamp paper of Rs.100/- as per form 8.6.
5. The goods to be quoted in accordance with the requisite specifications on the letter head of the bidder in print form.
6. National Tax Certificate & General Sale Tax certificate.
7. One Person shall submit only one bid.
8. Tender received through dak/mail shall be rejected.
9. Production capacity of the firm
10. Standard Operating Procedures (SOPs)
11. Standard Analytical Procedures (SAPs)
12. Production statements of previous three years.
13. Whether the firm has a considerable product share in the market and its availability in the open market has been provided or not.
14. Whether the Manufacturing License in case of Mills / Manufacturers under rule-8(XIII) 10&11 of Pakistan Standards & Quality Control Authority Act, 1996 has been issued or not.
15. Whether manufacturing license under Pure Food Rules, is available or not.
16. Whether the brand/trade mark under the provision of section of rules 8,10&11 of PSQCA has been registered or not.
17. Whether the adoption of GMP, ISO and HAACP implementation for quality product development has been made or not.
18. Whether the proof of purchase and payment of raw material before refinement and packing for last three years. i.e Packed Milk, Cooking Oil (Canola), Tea Leaves & Syrup has been annexed with the bidding documents or not.
19. Whether the labeling of the pre-packed articles Packed Milk, Cooking Oil (Canola), Tea Leaves & Syrup has been made in accordance with the respective Punjab Pure Food Regulations, 2018 or otherwise.
20. Whether the bidders have clearly mentioned that they would supply Standardized without any added ingredients.
21. Whether the firm remained blacklist from any Government Department.

KNOCKDOWN CLAUSES
REMAINING ITEMS OF ADVERTISEMENT NOTICE

1. Original fee receipt to be submitted as a proof of payment of printing charges of a bidding document.
2. Original Bid Security 2% of estimated cost of each item alongwith technical bid.
3. Minimum last two years' business history (Purchase Orders) as a proof.
4. An affidavit on stamp paper of Rs.100/- as per form 8.6.
5. The goods to be quoted in accordance with the requisite specifications on the letter head of the bidder in print form.
6. National Tax Certificate & General Sale Tax certificate.
7. One Person shall submit only one bid.
8. Tender received through dak/mail shall be rejected.

Part II

Quantitative

S#.	Description	Allocated Marks	Total Marks
1	**Company Profile & Experience**		
i.	**Company Profile** Years of operations (From Registration date of NTN & GST/ FBR/PRA) • Fifteen (15) marks for (1-3) years experience may be awarded. • Maximum marks may be awarded, if the firm has 04 years or more experience.	Maximum Marks 25	
ii.	**Relevant Experience** Similar assignments / supplies equivalent to or more than cost of this tender over last 05 years. • One similar project= 5 marks • Two similar projects= 10 marks • Three similar projects = 15 marks • Four similar projects = 20 marks **Purchase orders / supply orders for the procurement of similar nature must be attached, otherwise, no marks shall be awarded.**	*Maximum Marks 20*	
2	**Financial Position**		
I	**Annual Turnover (last 03 years)** **If the average annual sale of last three years is equal or above of the estimated amount of bid which he intends to participate then maximum allocated marks may be awarded as under:-** 1. If total annual average turnover PKR (equal & above of allocated budget) = 40 marks 2. If total annual average turnover PKR ((Half allocation of budget) = 20marks 3. If total annual average turnover PKR (less than half amount of allocation of budget) = 10 marks	*Maximum Marks 40*	
ii.	**Bank Balance** If bank balance up-to 30th June, 2024 is equal to or more than estimate of current purchase, full marks may be awarded. Otherwise, the marks may be awarded as: $\frac{\textbf{Closing Balance on 30.06.2024}}{\textbf{Estimate of Current Purchase}} \times 05$	*Maximum Marks 15*	
	Total	**100**	
	Only the Bids scoring minimum 50% marks would be declared technically accepted.		

G. Award of Contract

25.	**2.6.5**	Percentage for quantity increase is: [15%].
26.	**2.6.2**	The Performance Guarantee shall be: [05 percent of the Contract Price]
27.	**2.6.2**	The Performance Security shall be in the form of: CDR, Demand Draft, Bank Draft, Pay Order]

Section-V: General Conditions of Contract

1. DEFINITIONS

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

(a) "The Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract.

(d) "The Services" means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair and other such obligations of the Supplier covered under the Contract.

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Procuring Agency" means the organization purchasing the Goods & Services, as named in SCC.

(h) "The Procuring Agency's country" is the country named in SCC.

(i) "The Supplier" means the Bidder or firm supplying the Goods and Services under this Contract.

(j) "The Project Site," where applicable, means the place or places named in SCC.

(k) "Day" means calendar day.

2. APPLICATION

2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin *[where applicable]*

3.1. All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.

3.2. For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

3.3. The origin of Goods and Services is distinct from the nationality of the Supplier. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

4. STANDARDS

4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.

5.1. The Supplier 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 Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.

5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

5.4. The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the donors, if so required by the donors.

6. PATENT RIGHTS

6.1. The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring Agency's country.

7. PERFORMANCE GUARANTEE

7.1. Within Seven (7) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract

7.3 As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

(a) CDR, Demand Draft, Bank Draft & Pay order

7.4 The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

8.1. The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives nominated for these purposes.

8.2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s) (if so allowed by the Procuring Agency), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.

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

8.4. The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring

Agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin. **(Where applicable)**

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

9. PACKING

9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

10. Delivery and Documents

10.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC (where applicable).

10.2. Upon delivery, the Procuring Agency shall give receiving certificate to the supplier with the statement that, "completion certificate along with satisfactory report shall be issued after due inspection as per clause-8 of GCC, which will enable the supplier to put up the bill".

10.3. For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms* published by the International Chamber of Commerce, Paris.

10.4. Documents to be submitted by the Supplier are specified in SCC.

11. Insurance *[Where applicable]*

11.1. The Goods supplied under the Contract shall be delivered, duty form paid under which risk is transferred to the buyer after having been delivered, hence is sellers responsibility.

12. Transportation

12.1. The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency's country, including insurance and storage, as shall be specified in the Contract, and related costs shall be included in the Contract Price.

13. Incidental Services *[Where applicable]*

13.1. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) satisfactory performance for specified time/ quantity on- site and/or supervision of on-site assembly and/or start-up of the supplied Goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

(d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract;

(e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2. Prices charged by the Supplier for incidental services shall be included in the Contract Price for the Goods and shall not exceed:

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

14. Spare Parts *[Where applicable]*

14.1. As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) such spare parts as the Procuring Agency may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) in the event of termination of production of the spare parts:

(i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the Procuring Agency, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for one year after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty

15.4. Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.

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

16. Payment

16.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

16.2. The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.

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

16.4. The currency of payment is *[Pak Rupees]*

17. Prices

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

18. Change Orders

18.1. The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following:

(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;

(b) the method of shipment or packing;

(c) the place of delivery; and/or

(d) the Services to be provided by the Supplier.

18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

19. Contract Amendments

19.1. Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

20. Assignment

20.1. The Supplier shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.

21. Sub-contracts

21.1. The Supplier shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

21.2. Subcontracts must comply with the provisions of GCC Clause 20.

22. Delays in the Supplier's Performance

22.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.

22.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause without the imposition of liquidated damages.

23. Liquidated Damages

23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.

24. Termination for Default

24.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

(a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22;

(b) if the Supplier fails to perform any other obligation(s) under the Contract; or

(c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009

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

(c) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; 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, noncompetitive levels and to deprive the procuring agency 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:

vi. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

vii. 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;

viii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

ix. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

x. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process."

Blacklisting & Debarment

Blacklisted Consultants and those found involved in "Corrupt Practices" are not allowed to participate in bidding

Subst Requirements & Procedure for Blacklisting & Debarment:

S-17A of PPRA, Act, 2009:

"*17A. Blacklisting*.– *(1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.*

(2) The Managing Director may, in the prescribed manner, debar a bidder or Contractor from participating in any public procurement process of all or some of the procuring agencies for a specified period.

(3) Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.

(4) A procuring agency or any other person, aggrieved from a decision of the Managing Director, may within prescribed period prefer a representation before the Chairperson whose decision on such representation shall be final.]

As per rule 21 of PPR-14:

21. ***Blacklisting***.*–(1) A procuring agency may, for a specified period, debar a bidder or Contractor from participating in any public procurement process of the procuring agency, if the bidder or Contractor has:*

(a) acted in a manner detrimental to the public interest or good practices;
(b) consistently failed to perform his obligation under the Contract;
(c) not performed the Contract up to the mark; or
(d) indulged in any corrupt practice.

2. *If a procuring agency debars a bidder or Contractor under sub-rule (1), the procuring agency:*
   (a) shall forward the decision to the Authority for publication on the website of the Authority; and
   (b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.
3. *The Managing Director may debar a bidder or Contractor of any procuring agency from participating in any public procurement process of all or some of the procuring agencies for such period as the Managing Director may determine.*
4. *Any person aggrieved by a declaration made under rule 20 or a decision under sub-rule (1) of this rule may, within thirty days from the date of the publication of the information on the website of the Authority, file a representation before the Managing Director and the Managing Director may pass such order on the representation as he may deem fit.*
5. *Any person or procuring agency aggrieved by an order under sub-rule (3) or (4) may, within thirty days of the order, file a representation before the Chairperson and the Chairperson may pass such order on the representation as he may deem appropriate.*
6. *The mechanism or process for barring a bidder or Contractor from participating in procurement process of a procuring agency, procuring agencies and a representation under this rule is specified in the Schedule appended to these rules.*

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

1. *The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
2. *The show cause notice shall contain:*
   (a) precise allegation, against the bidder or Contractor;
   (b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and
   (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.
3. *The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*
4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*
5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
6. *The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*
7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*
8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*
9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*
10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*
11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*
12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*
13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*
14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*

16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*
17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process."*

iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

24.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

25.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of "Force Majeure".

25.3. If a Force Majeure situation arises, the Supplier 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 Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

26. Termination for Insolvency

26.1. The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, 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.

27. Termination for Convenience

27.1. The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

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

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

28. Resolution of Disputes

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

28.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

29. Governing Language

29.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

31. Notices

31.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.

31.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

32.1. Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the Procuring Agency.

SECTION-VI. SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Procuring Agency is: Inspector General of Prisons Punjab, Lahore
GCC 1.1 (h)—The Procuring Agency's country is: Pakistan
GCC 1.1 (i)—The Supplier is: mention name of bidder / firm ___________________
GCC 1.1 (j)—The Project Site is: F O R J a i l G a t e B a s i s

2. Country of Origin (GCC Clause 3)

[All countries and territories as indicated in Section IV, BDS, of the Bidding documents.,]

3. Performance Guarantee (GCC Clause 7)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: 0 5 % of contract amount
GCC 7.4—the Performance Guarantee shall be retained for to cover the Supplier's warranty obligations or defect liability period in accordance with Clause GCC 15.2

4. Inspections and Tests (GCC Clause 8)

GCC 8.1—Inspection and tests prior to shipment of Goods and at final acceptance with GCC Clause 8.4 (Where applicable)

5. Packing (GCC Clause 9)

GCC 9.2—*[As per GCC Clause 9.2]*

6. Delivery and Documents
(As per GCC Clause 10)
(DDP terms) (where applicable)

GCC 10.3—Upon shipment, the Supplier shall notify the Procuring Agency the full details of the shipment, including Contact number, description of Goods, quantity and usual transport document. The Supplier shall mail the following documents to the Procuring Agency:

(i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount;
(ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods;
(iii) copies of the packing list identifying contents of each package;
(iv) insurance certificate;
(v) Manufacturer's or Supplier's warranty certificate;
(vi) inspection certificate, issued by the nominated inspection agency, and the Supplier's factory inspection report; and
(vii) certificate of origin.

7. Insurance
(As per GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage.

8. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services **(where applicable)**

9. Spare Parts
(As per GCC Clause 14)

GCC 14.1—Additional spare parts **(where applicable)**

10. Warranty
(GCC Clause 15) *[THE warranty of supplied goods shall be for one year.]*

GCC 15.2—In partial modification of the provisions, the warranty period shall be __ hours of operation or--- months from date of acceptance of the Goods or (____) months from the date of shipment (if applicable), whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either: ***(Where applicable)***

(a) make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, ***(Where applicable)***

or

(b) pay liquidated damages to the Procuring Agency in case of failure to meet the contractual guarantees. The rate of these liquidated damages shall be (1%).

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is: 7 days

12. Payment (GCC Clause 16)

GCC 16.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods supplied: *[Within thirty days after the supply of goods and deduction of withholding taxes (if applicable).*

Payment may be made in Pak. Rupees in the following manner:

(i) As per availability of budget by the concerned DDO / Superintendent Jail.

13. Prices (GCC Clause 17)

GCC 17.1—Prices shall be fixed and shall not be adjusted.

14. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: Maximum
deduction:

Applicable rate shall not exceed one-half (0.5) percent per week, and the maximum shall not exceed ten (10) percent of the Contract Price after that Procuring Agency may proceed for the termination of contract along-with other remedies available under PPR-14.

15. Resolution of Disputes (GCC Clause 28)

GCC 28.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:
As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

16. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: English

17. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan):

18. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency's address for notice purposes:
—Supplier's address for notice purposes:

Section-VII. Schedule of Requirements

7.1 Schedule of Requirements

(Not Required)

The delivery schedule expressed as weeks/months stipulates a delivery date which is the date at which delivery is required.

Number **Description** **Quantity** **Delivery schedule** (shipment) **in weeks/months from** ____________ [1]

In order to determine the correct date of delivery hereafter specified, the Procuring Agency has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

Number	**Description**	**Quantity**	**Delivery schedule (shipment) in weeks**

SECTION-VIII: FORMS

8.1 Bid Form

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

Date: ___________________________

To: Inspector General of Prisons Punjab Lahore

Dear Sir,

Having examined the Bidding documents including Addenda Nos. *[insert numbers],* the receipt of which is hereby duly acknowledged, we, the undersigned, in conformity with the said Bidding documents for the sum of *[total Bid amount in words and figures]* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, specified in the Schedule of Requirements.

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 05% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.5.1 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Contract is prepared and executed *(if required)*, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

[In case of single stage two envelope bidding procedure],

The Composition of our bid consists on separate Technical and financial bids, detail of which is as follows:

Technical bid includes the following: -

a) Original receipt for purchase of tender/bidding documents.
b) Original Bid form (as per **form 8.1 of** Bidding documents) on letter head of the firm, duly signed and stamped.
c) Complete bidding document (without filling) signed and stamped by the bidder
d) All the forms relevant to the technical bid reproduced on the letter head as indicated/mentioned on each respective form.
e) Original bid security *i.e. Bank call-deposit (CDR) /Bank Demand Draft/Pay Order* valid for six months (validity further extendable), beyond the validity of Bid in the manner as prescribed on the bid security form **8.11**.
f) Check list as per section IX reproduce on letter head duly singed & stamped.

Financial bid includes the following: -

a) Price schedule / financial form (as per **form 8.10**) to be reproduced on the letter head of the bidder duly signed and stamped.
b) Copy of bid security will be attached with the financial proposal

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below: ***(where applicable)***

Name and address of service Provider	Amount and Currency
____________________________	____________________________
____________________________	____________________________

(if none, state "none")

We understand that you are not bound to accept the lowest or any Bid you may receive. Dated this _day of ____________________________20________________________.

______________________________________ ____

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of ____

8.2 Bidder's JV Members Information Form

(Where applicable)

{To be reproduced and signed & stamped by the lead partner and all JV members on their letter Pad, to be attached with Technical Bid in addition to the JV agreement}

{The Bidder shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Bidder and for each member of a Joint Venture}.
Date: *[insert date (as day, month and year) of Bid submission*]
RFB No.: *[insert number of RFB process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _________of_ _______pages

1. Bidder's Name: *[insert Bidder's legal name]*
2. Bidder's JV Member's name: *[insert JV's Member legal name]*
3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Bidder's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Purchaser, in accordance with ITB 4.6. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

8.3. Manufacturer's Authorization Form

(Not Required)

[To be signed and stamped by the Bidder and to be attached with Technical Bid]

[See Clause 2.3.6 (iii) of the Instructions to Bidders.]

To: *[name of the Procuring Agency]*

WHEREAS *[name of the Manufacturer],* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a Bid, and subsequently negotiate and sign the Contract with you against for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation to Bids.

____

[Signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid.

8.4. Bidder Profile Form

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

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

a) Financial Statement Attachment (Last 3 years) ***(where applicable)***

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

8.5. General Information Form

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

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

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

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

8.6. Affidavit

[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached with Technical Bid]

Name: ____

(Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary. The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the *[name of Procuring Agency]*. The undersigned further affirms on behalf of the firm that:

(i) The firm has not been blacklisted by any Department.

(ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.

(iii) Affidavit for correctness of information.

(iv) Contractor/firm is not blacklisted or subject to any pending litigation with any Government or Public Department

[Name of the Contractor/ Bidder/ Supplier] undertakes to treat all information provided as confidential.

Signed by an authorized Officer of the company

Title of Officer: ________________________

Name of Company: ________________________

Date: ________________________

8.7. Performance Guarantee Form

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

To,

Inspector General of Prisons Punjab, Lahore

WHEREAS (Name of the Contractor/ Supplier) ______________________________ hereinafter called "the Contractor" has undertaken, in pursuance of **“**INVITATION TO BID FOR THE **“PROVISION OF ________________”** procurement of the following:

1. [***Please insert details***].

(Here in after called “the Contract").

AND WHEREAS it has been required in the Contract that the Contractor shall furnish with a CDR/ bank draft/ pay order from a scheduled bank for the sum specified therein as security for the compliance with the Contractor's performance obligations in accordance with the Contract;

AND WHEREAS I have agreed to give the Guarantee;

THEREFORE I hereby affirm that I am responsible up to a total of __________________________(Amount of the guarantee in words and figures), and I undertake to pay you, upon your first written demand declaring the Contractor 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 in shape of ___________No.___________dated___________amount _________has been issued by {name of bank} is valid until _______day of _______, 20_, or _________________ [insert number of days] after the rectification of the Defects, whichever is later.

Signature___________________________________

Name______________________________________

Title ______________________________________

Address____________________________________

Seal_______________________________________

Date_______________________________________

8.8. Technical Bid Form

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

Sr. No.	Item name	Name of Region	Brand name	Quantity	Specifications dimensions

Stamp & Signature of Bidder ________________________

8.9. Contract Form

[To be just signed & stamped by the Bidder as a token of acceptance of the terms & conditions without filling any blank space and reproduced on the letter head. To be attached with Technical Bid]

THIS AGREEMENT made on the _____day of ___________20_____between Punjab Procurement Regulatory Authority of Pakistan (hereinafter called "the Procuring Agency") on the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called "the Supplier") on the other part:

WHEREAS the Procuring Agency invited Bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) the Bid Form and the Price Schedule submitted by the Bidder;
(b) the Schedule of Requirements;
(c) the Technical Specifications;
(d) the General Conditions of Contract;
(e) the Special Conditions of Contract; and
(f) the Procuring Agency's Notification of Award.
(g) Contract agreement
(h) Complete Bidding document

3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.

4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year mentioned above.

Signed, sealed, delivered by _________________the _________________(for the Procuring Agency)

Signed, sealed, delivered by _________________the _________________(for the Supplier)

8.10. Financial Bid Form/Price Schedule

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

SR. NO.	NAME OF ITEM	Name of Region	SPECIFICATIONS / DIMENSIONS	BRAND NAME (IF APPLICABLE)	PRICE (INCLUSIVE ALL TAXES & DUTIES ETC)	TOTAL PRICE (IN WORDS)
1						
2						
3.						

Total Bid value (against which a Bid shall be evaluated) in figure.
Total Bid value (against which a Bid shall be evaluated) in words.

Note:

In case of difference between unit price and total price, unit price shall prevail and total price shall be “final”. *(Please refer ITB clause 2.5.6).*

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

Stamp & Signature of Bidder ________________________

8.11. Bid Security Form

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

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

I have attached -----% bid security in shape of ____________ issued by *[name of bank]* of *[name of country]*, having registered office at *[address of bank].* I solemnly declare that the aforesaid bank instrument is original/genuine.

I undertake that by bid security may be forfeited in the following conditions:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency, withdraw the bid during the period of Bid validity:

   (a) fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

____

[signature]

Section IX- Check List

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

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

Sr.	Detail	Responsive	Non-responsive
1	Original receipt for purchase of tender along with Standard Bidding Documents.		
2	2% Bid Security of estimated cost of articles / items given by the department. Original Bid security must be submitted with technical proposal and copy of the same with Financial proposal.		
3	Active Registration with Income Tax Authorities (National Tax Number NTN) at least three years old		
4	Copy of active Registration with Sales Tax Authorities (STRN)		
5	Copy of active Registration (Professional Tax Certificate)		
6	Technical Bid Form (as per **form 8.8** of Bidding documents) on letter head of the firm duly signed and stamped.		
7	Financial Bid Form (as per **form 8.10 of** Bidding documents) on letter head of the firm, duly signed and stamped.		
8	Bid Security Form (as per **form 8.11**of Bidding documents) on letter head of the firm, duly signed and stamped.		
9	Performance Guarantee Form (as per **form 8.7** of Bidding documents) on letter head of the firm, duly signed and stamped.		
10	General Information Form (as per **form 8.5** of Bidding documents) on letter head of the firm duly signed and stamped.		
11	Affidavit (as per **form 8.6**) 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) There is not pending litigation with any Government or Public Department.		
12	Work order / supply order / purchase order of previous relevant experience.		
13	i. Company profile. Staff list ii. National tax number Certificate, General Sale Tax Number Certificate. iii. Bidders profile Form and General Information Form, 8.4 & 8.5, (as per form of Bidding documents) on letter head of the firm, duly signed and stamped.		

Stamp & Signature of Bidder ________________________