



BIDDING DOCUMENT
FOR REFURBISHMENT OF CANOPIES OF
VEHICLES OF MOBILE SERVICE UNITS (MSU) OF
POPULATION WELFARE DEPARTMENT, PUNJAB
FOR THE FINANCIAL YEAR, 2017-18



POPULATION WELFARE DEPARTMENT
14-BABAR BLOCK, NEW GARDEN TOWN
LAHORE



POPULATION WELFARE DEPARTMENT



INVITATION FOR BIDS

Sealed Bids are invited from the original manufacturer of vehicle's canopies or their authorized dealers for the refurbishment of Canopy of Vehicles of Mobile Service Units of Population Welfare Department, Punjab for the Financial Year 2017-18. The sale of tenders / bidding documents will be started from the date of publication of this advertisement in Newspapers, PPRA website as well as in Population Welfare Department's website.

Sr. #	Name of Tender	Last Date for purchase of Tender	Date & time of Receiving Tender	Date & Time for Opening of Tender	Amount of CDR
01	Tender for the Refurbishment of Canopies of Vehicles of Mobile Service Units of Population Welfare Department, Punjab.	08.12.2017 During Office Hours	11.12.2017 At 11:00 AM	11.12.2017 At 11:30 AM	2% of the Estimated Price

1. Tender Documents containing terms & conditions, detail of repair and No. of Vehicles can be obtained on payment of **Rs. 1000/-** (Non-refundable being the tender Cost) from the office of Director General, Population Welfare Department, 14- Babar Block, New Garden Town, Lahore on any working day during office hours. A copy of tender notice is also available for information on the website of Punjab Procurement Regulatory Authority i.e. www.ppra.punjab.gov.pk and www.pwd.punjab.gov.pk
2. All tenders shall be submitted to the office of the undersigned at given date & time. Any tender received after specified time will not be entertained. Tenders will be opened in **Directorate General Population Welfare Department, 14-Babar Block, New Garden Town, Lahore** according to the schedule given above in presence of bidders or their authorized representatives who choose to attend at the time of opening.
3. The procuring agency may reject all bids or proposals at any time prior to the acceptance of a bid or proposal.
4. The Procuring agency shall upon request communicate to any bidder, the ground for its rejection of all bids or proposals, but shall not be required to justify those grounds.
5. 2% earnest money of the Estimated Price (mentioned in the Bidding Document) will be attached with the bid in the shape of deposit at call issued in favour of Director General, Population Welfare, Punjab.
6. Procurement shall be governed by the Punjab Procurement Rules, 2014 (amended).
7. **Single Stage – Two envelope procedures (Technical & Financial) as per rule 38 (2)(a) of PPRA Rules, 2014 (amended), shall be applied.**
 - i) Tenders should be submitted comprising a single package containing two separate envelopes. Each envelope will contain separately the financial proposal and the technical proposal.
 - ii) Envelope shall be marked as **“Financial Proposal”** and **“Technical Proposal”** in Bold and legible letters to avoid confusion. The financial proposal envelope will only be opened after technically approved as per PPRA Rules, 2014(amended).
 - iii) On rejection of Technical Proposal, the Financial Proposal will be returned unopened. The Department will not be responsible for any opening of Financial Proposal, where it is submitted collectively for all the items, or found opened on submission or not properly sealed.
8. The firms already under process of disciplinary action, defaulter or black listed with any government/organization will not be allowed to participate.

**ASSISTANT DIRECTOR (Proc)
(PROCUREMENT CELL)**
Population Welfare Department
(Phone No. 042-99232477)

Bid Data Sheet

Sr.#	Description	Detail
1	Bid reference number	No.PWD/AD(Proc)/MSU-Veh/17-18
2	Commencement of sale of Bidding Documents	From the date of Publication
3	Last date of sale of Bidding Document	08.12.2017 during office hours
4	Last date and time for the receipt of bids	11.12.2017 at 11:00 AM
5	Date, and venue of opening of bids	11.12.2017 at 11:30 AM
6	Bid Currency	Pak Rupee
7	Language of bid	English or Urdu
8	Amount of bid security	2% of the Estimated Price
9	Bid validity period	30-06-2018
10	Bidding procedure	Single stage two envelope procedure
11	Address for communication: Assistant Director (Procurement) Procurement Cell Population Welfare Department, 14-Babar Block, New Garden Town, Lahore. Telephone(s) : +92-42-99232477	

***INSTRUCTION
TO
BIDDERS***

Bidders are advised to read the contents of the Instruction to Bidders
carefully

CONTENTS OF BIDDING DOCUMENTS

In addition to invitation for bids, the bidding document include: -

- A. Instruction to Bidders
- B. Schedule of Requirements & List of Items to be purchased
- C. Special Terms & Conditions
- D. Manufacturer Authorization Form
- E. Performance Guarantee Form
- F. Financial Bid Form

A: INSTRUCTIONS TO BIDDERS

1. **Eligible bidders:** This Invitation for Bids is open to all Original Manufacturers or their authorized dealers/agent for repair of canopy. The bidder should be registered with the Sales Tax & Income Tax Department. The bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices, declared by any Government (Federal/Provincial/District), a Local Body or a Public Sector Organization.
2. **Eligible Goods and Services:** All goods and related services to be supplied under the supply orders shall have their origin in eligible source countries and all expenditures made under the Supply orders shall be limited to such goods and services. For this purpose, the term “Goods” includes any Goods that are the subject of this Invitation for Bids and the term “Services” shall include related services such as transportation, insurance etc. The “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 through manufacturing or processing, or substantial and major assembly of ingredients / components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
3. **Cost of Bidding:** The bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the manner or outcome of the bidding process.

BIDDING PROCEDURE

4. **Single Stage – Two envelope procedures (Technical & Financial) as per rule 38 (2)(a) of PPRA Rules, 2014 (amended) shall be applied.**
 - iv) Tenders should be submitted item-wise comprising a single package containing two separate envelopes. Each envelope will contain separately the financial proposal and the technical proposal.
 - v) Envelope shall be marked as “**Financial Proposal**” and “**Technical Proposal**” in Bold and legible letters to avoid confusion. The financial proposal envelope will only be opened after technically approved as per PPRA Rules 2014 (amended).
 - vi) On rejection of Technical Proposal, the Financial Proposal will be returned unopened. The Department will not be responsible for any opening of Financial Proposal, where it is submitted collectively for all the items, or found opened on submission or not properly sealed.
5. **Clarification of Bidding Documents:** A prospective bidder requiring any clarification of the bidding documents may notify the Procuring Agency, in writing at the Procuring Agency’s address, indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives no later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids.

6. **Amendment of Bidding Documents:** At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment. All prospective bidders that have received the bidding documents shall be notified of the amendment in writing or by phone, and shall be binding on them. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.
7. **Language of Bid:** The bid prepared by the bidder, as well as all correspondence and documents relating to the bid exchanged by the bidder and the Procuring Agency shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.
8. **Bid Form & Price Schedule:** The bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their strength, packing, quantity, and prices.
9. **Bid Prices:**
 - i. The bidder shall indicate on the appropriate Price Schedule the unit prices and total bid price of the goods, it proposes to supply under the Supply orders.
 - ii. Form of price Schedule is to be filled in very carefully, preferably typed. Any alteration / correction must be initialed. Every page is to be signed and stamped at the bottom.
 - iii. The bidder should quote the prices of goods according to the strength / technical specifications as provided in the Form of Price Schedule and Technical Specifications. The specifications of goods, different from the demand of bid enquiry, shall straightway be rejected.
 - iv. The bidder is required to offer competitive price. All prices must include the General Sales Tax (GST) and other taxes and duties, where applicable. If there is no mention of taxes, the offered / quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
 - v. Prices offered should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. Conditional offer shall also be considered as non-responsive bidder.
 - vi. While tendering your quotation, the present trend / inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained.
10. **Bid currencies:** Prices shall be quoted in **Pak Rupees**.
11. **Documents Establishing bidder's Eligibility and Qualification**
 - i. **The bidder** shall furnish documents establishing the bidder's eligibility to bid and its qualifications to perform the Supply orders 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 instruction to the bidders.
 - (a) **Vender must be** original Manufacturer or their authorized dealer, documentary proof including manufacturing license / registration certificate, to the effect that they are the original manufacturer of the required specifications of goods, shall be provided.
 - (b) **National Tax Number (NTN)** and General Sales Tax Number (GST) with documentary proof shall have to be provided by each bidder in the tender.
 - (c) **The bidder** shall submit an affidavit on legal stamp paper of Rs. 100/- that their firm is not blacklisted on any ground by any Government (Federal/Provincial/District), a local body or a Public Sector Organization. The bidder shall be debarred from bid on account of submission of false statement.
 - (d) **The bidder** should have ten years experience in the relevant field, it is mandatory that the item to be quoted by the bidder / Manufacturer should have the availability in the market minimum for the last one year. Market availability will be ascertained by Technical Committee or Committee Constituted for the Purpose by the Chairman TAC whom decision will be final.
 - (e) **The bidder** is required to provide with the Technical Proposal, the name of item(s) for which they have quoted their rates in the Financial Proposals.
 - (f) **The bidder** must attach its financial status with the bid.

12. **Bid Security**
Earnest money 2% of the estimated price will be in the shape of Call Deposit issued in favor of Director General, Population Welfare, Punjab Lahore, attached with the Technical Bid.
13. **Bid Validity**
 - i. Bids shall remain valid up-to 30-06-2018. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
 - ii. The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reason to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity.
14. **Format and Signing of Bid:**
 - i. The bidder shall prepare and submit its bid along with original purchase receipt. 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 Supply orders. The person or persons signing the bid shall initial all pages of the bid, except for un-amended printed literature.
 - ii. Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
15. **Deadline for Submission of Bids:**

Bids must be submitted by the bidder and received by the Procuring Agency at the address specified under instruction to bidders, no later than the time and date specified in the Invitation for Bids. The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents.
16. **Late Bid:**

Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency shall be rejected and returned unopened to the bidder.
17. **Withdrawal of Bids:**

The bidder may withdraw its bid after the bid's submission and prior to the deadline prescribed for submission of bids. 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 in instruction to bidders.
18. **Opening of Bids**
 - i. The Procuring Agency shall initially open only the envelope marked "TECHNICAL PROPOSAL" in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The bidders' representatives who are present shall sign the Attendance Sheet evidencing their attendance. However, the envelope marked as "FINANCIAL PROPOSAL" shall be retained in the custody of Procuring Agency without being opened and till completion of the evaluation process.
 - ii. The bidders' names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal / bid opening, except for late bids, which shall be returned unopened to the bidder. However, at the opening of Financial Proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite Bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.
19. **Clarification of Bids:**

During evaluation of the bids, the Procuring Agency may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
20. **Preliminary Examination**
 - i. The Procuring Agency shall 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. In the financial bids the arithmetical errors shall be rectified on the following basis. 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 bidder does not accept the correction of the errors, its bid shall be rejected, and its bid Security may be forfeited. If there is a discrepancy between words and figures, the amount in words shall prevail.

Evaluation Criteria

A) In order to ensure the safety of valuable government vehicle and minimize the risk of its damage the following criteria is set forth for evaluation. Failing which the tender will be rejected.

- Participating firm must be well established, fully experienced and registered as a "Manufacturer" with govt. authorities (FBR etc.)
- In case of whole sellers or suppliers, full details of registered manufacturing firm shall be furnished from whom the job of vehicle alteration will be done, and their authority letter, company profile and experience details attached.
- Participating Firm should comply with international standards of OHSAS and shall have an accredited quality management system. Certificates for both shall be attached. Any additional quality management system is welcomed.
- Participating firms need to provide details of their production facilities like baking paint booth, CNC plant, chromium plant, iron Phosphating, cadmium plant, powder coating and spark erosion etc.
- Previous work orders of various governments must be attached. Proof for at least 100 similar vehicles shall be attached.
- Firms shall have relevant engineering staff registered as their permanent employees.
- Certificates of at least 3 staff members with *DAE/BSCIBE* shall be attached which may be verified without prior intimation.
- Participating firm must show valid certification of ISO 9001 & ISO 14001
- Relevant brochures of previous refurbished canopies must be attached
- The financial bids of technically accepted bidders will be opened publically at a time to be announced by the Procuring Agency and the financial bids found technically non-responsive shall be returned un-opened to the respective Bidders.

B. For the purposes of evaluation the word "Product" would mean the specific item included in the bidders bid, the specific make and model the bidder is including in the bid. Marking will be as follows:

EVALUATION CRITERIA/ASSESSMENT PARAMETER MARKS

S.#	Item Name and Description	Marks	Maximum Marks
1	Past Performance/Experience of the Bidder (Registered with GST/TNT)	---	10
1.1	1 - 3 Years Experience	2	---
1.2	4 – 8 Years Experience	4	---
1.3	9 – 15 Years Experience	6	---
1.4	Above 15	10	---
2	Relevant Experience		10
2.1	1 – 5 Years Experience	4	---
2.2	6 – 10 Years Experience	6	---
2.3	11 and above Years Experience	10	---
3	Financial Position/Status	---	10
3.1	Last Sales Tax paid	4	---
3.2	Bank Certificate (Satisfactory)	2	---
3.3	Statement Worth (Min 2 Million)	4	---
4	After Sale Services Available	---	10
5	Technical Evaluation of Quoted Items	---	60
5.1	Compliance with the Specification	30	---
5.2	Literature in printed shape attached	2.5	---
5.3	Reliability	2.5	---
5.4	Delivery schedule as per need	5	---
5.5	List of clients / where such equipment delivered	5	---
5.6	Satisfactory letter from clients in favor of such equipment	5	---
5.7	Guarantee/Warranty (as the case may be)	5	---
5.8	Provision of training to concerned user	2.5	
5.9	Free Installation (if required) as per requirement	2.5	
	Total:-	---	100

Note:- Please submit documents as per above mentioned criteria

***SCHEDULE OF
REQUIREMENTS &
TECHNICAL
SPECIFICATIONS***

ITEMS WITH SPECIFICATIONS

T.E. NO	Description	Name of Item	QUANTITY	2% of the Estimated Price
<p>NO.PWD/SO (Proc)/MSU-Veh/ 2017-18/</p>	<p>Refurbishment of Canopy of vehicles of Mobile Service Units (MSU)</p>	<ol style="list-style-type: none"> 1. Dismantling of existing AC system and Fixation of Dual AC unit with Denso Compressor, which will be operated by the Vehicle of Engine. 2. Complete repaint of Rear Cabin i.e. Full Canopy using original 2K Japanese Paint. The color shall be combination of White and Red Color. Deco/Enamel or other low quality paint will not be acceptable. 3. Change of Left side Foot step by installing newly designed Aluminum foot step. 4. Complete new Vinyl Flooring with MDF Sheet base. 5. Replacement of Flash light(12 volt) 6. Removal of old brake lights and installation of Brand new brake lights. 7. Water Tank with pipe connection to be dismantled. 8. 2-Nos. Fan 9". 12V. 9. All hinges, handles, Locks Rod of canopy to be changed and new will be installed. 10. Generator cabin door steel sheet to be replaced with new stainless steel sheet and door to be repaired. 11. Extra Footstep for Rear Entrance. The foot step shall be such that it can be folded into the vehicle when not in use. 12. High quality Molded fibber glass seat for 3 persons with space for storage inside. 13. Brand new large Cabinet for Medicine with Electric Operated Wash Basin system such that pushing of button dispenses water. The cabinet shall have 2-3 molded ABS drawers and molded fibber glass doors. 14. Japanese or European BP Apparatus. 15. Outer design like Ambulance. 16. Sliding Glass windows to be provided on both sides of canopy (One window on each side). The glasses shall be automotive grade and tempered. 17. Replacement of existing side and rear doors with brand new molded doors and stainless steel locks and molded Aluminum (rust proof) hinges. Both doors shall have tempered glass. 18. Department's logo and writing on both sides of canopy. 19. Imported LED lights (12 V) to be installed in ceiling for patient handling. 20. Fixation/repair of fibber glass sheet on the inner side of center of canopy 	<p>29 Vehicles (Number of vehicles can be increased or decreased at the time of supply order)</p>	<p>Rs.4,55,532/-</p>

21. **Qualification & disqualification of bidders:** The Procuring Agency shall disqualify a bidder if it finds, at any time, that the information submitted by firm was false and materially inaccurate or incomplete.
22. **Rejection of Bids:** The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds. The Procuring Agency incurs no liability, solely towards bidders who have submitted bids. Notice of the rejection of any or all bids shall be given promptly to the concerned bidders that submitted bids.
23. **Re-Bidding:** If the Procuring Agency rejected all bids, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement under Rule 36 of the Punjab Procurement Rules-2014(amended). The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.
24. **Announcement of Evaluation Report:** The Procuring Agency shall declare the results of bid evaluation prior to the award of Supply orders.
25. **Acceptance of Bid and Award Criteria:** The bidder with the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Provincial Government, shall be awarded the Supply Orders, within the original or extended period of bid validity.
26. **Procuring Agency's Right to Vary Quantities at Time of Supply Orders.**

The Procuring Agency reserves the right to decrease / increase the quantity of goods originally specified in the Price schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

B: GENERAL TERMS & CONDITIONS

1. **Country of Origin:** All goods and related services to be supplied under the Supply orders shall have their origin in eligible source countries and all expenditures made under the Supply orders shall be limited to such goods and services. For the purposes of this clause, "origin" means the place where the goods are produced through manufacturing or processing, or the place from which the related services are supplied.
2. **Standards:** The goods supplied under this Supply Orders shall conform to the standards mentioned in the Technical Specifications.
3. **Ensuring Intimation of Storage Arrangements:** To ensure storage arrangements for the intended supplies, the Supplier shall inform the Consignee one week in advance.
4. **Physical Examination:**
If the Goods supplied are found during physical examination / inspection to be against the required specifications, approved samples, etc. even if it is of standard quality, the Procuring Agency may reject the goods, and the Supplier shall either replace the rejected goods or arrange alterations necessary for rectification of observation, to meet the required specifications free of cost. Replacement in lieu of the rejected supplies must be completed within 30 days from the date of communication of decision to the Manufacturer / Supplier by the Concerned Authority. In case after replacement or alteration, the Inspection Committee again declare the item as of against the required specifications, the supply would completely be rejected with forfeiting of Proportionate amount of Performance Security with Black Listing of the Firm.
5. **Insurance:** The goods supplied under the Supply orders shall be delivered duty paid (if applicable).
6. **Transportation:** The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their destination. All taxes shall be borne by the Supplier. Transportation including loading / unloading of goods shall be arranged and paid for by the Supplier.
7. **Warranty:** The supplier shall be accompanied by **One Year** warranty. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
8. **Prices:** Prices charged by the Supplier for goods delivered under the Supply orders shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till expiry of the original bid validity period provided the Procuring Agency's request for bid validity extension.

9. **Delays in the Supplier's Performance:** Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency. If at any time during performance of the Supply orders, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). The Procuring Agency 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 Procuring Agency by amendment of Supply orders. A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.
10. **Penalties:** In case of late delivery beyond the presented period, penalty as specified in Special Conditions of Supply orders shall be imposed upon the Supplier. The above Late Delivery (LD) is subject to General Conditions of Supply Orders including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Supply Orders. In case of supply of substandard product the destruction cost will be borne by the firm i.e. Burning, Dumping, Incineration. If the firms provide substandard item and fail to provide the item as per specification laid down in the Technical Specification Form / Tender Enquiry, the Procuring Agency shall be entitled to make other arrangement at the risk / expense of the Supply Orders or / Supplier Firm, the price difference shall be paid by the Firm.
11. **Termination for Default:** The Procuring Agency, without prejudice to any other remedy for breach of Supply Orders, by written notice of default sent to the Supplier, may terminate the Supply Orders in whole or in part, if the Supplier fails to deliver any or all installments of the goods within the period(s) specified in the Supply Orders, or within any extension thereof granted by the Procuring Agency or if the Supplier fails to perform any other obligation(s) under the Supply Orders and if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Supply Orders.
12. **Force Majeure:** Notwithstanding the provisions of general conditions of Supply Orders the Supplier shall not be liable for forfeiture of its Performance Guaranty/ Bid Security, or termination/ blacklisting for default if and to the extent that its delay in performance or other failure to perform its obligations under the Supply Orders is the result of an event of Force Majeure. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to mis-planning, mis-management and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargos. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of Population Welfare Department, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Supply Orders and shall submit its recommendations to the competent authority. However, unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Supply Orders as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.

C: SPECIAL TERMS & CONDITIONS

Special conditions of contract shall be concluded between the Procuring Agency and the successful bidder(s) during Purchase Committee meeting for approval of tender(s) in addition to following: -

1. **Bid Security**
Earnest money 2% of the estimated price will be in the shape of Call Deposit issued in favor of Secretary, Population Welfare Department, Punjab Lahore attached with the quoted documents.
2. **Performance Guaranty / Security**
On the date of signing of the Contract, the successful Bidder shall furnish the Performance Guaranty/Security in accordance with the Special Conditions of Contract, in the Performance Guaranty/Security Form. The Performance Guaranty will be 5% of the contract amount. The performance security shall be deposited in the shape of deposit at call.
3. **Inspection**
Inspection of goods at final acceptance shall be in accordance with the conditions of Supply Orders. After delivery, the goods shall be inspected /examined by the Inspection Committee, to physically check the goods in accordance with the approved sample and terms / conditions of the Supply Orders. It is on the discretion of Procuring Agency to inspect the items prior to the delivery in the vendor's premises.
4. **Delivery and Documents:**
The Supplier shall provide the following documents at the time of delivery of goods to Consignee' end for verification and onward submission to quarter concerned, duly completed in all respect for payment.
 - (i) **Original Copies of Delivery Note / Challan** (in duplicate) showing name of destination to which delivery is to be made.
 - (ii) **Original Copies of the Supplier's invoices** (in duplicate) showing warranty, name of Procuring Agency / destination to which delivery is to be made.
 - (iii) **Original Copies of the Sales Tax Invoices** (where applicable) in duplicate showing name of destination to which delivery is to be made, item's description, quantity, per unit cost (without GST), amount of GST and total amount with GST.
5. **Insurance:**
The goods supplied under the Supply Order shall be delivered duty paid, under which the risk is transferred to the Procuring Agency after having been delivered; hence insurance coverage is Supplier's responsibility therefore, they may arrange appropriate coverage.
6. **Payment:**
 - A. The Payment shall be in Pak Rupees.
 - B. The payment shall be made to the Supplier on receipt of original delivery challan(s) and invoice(s) including those of GST (if applicable) in duplicate duly completed in all respect and signed & stamped by the store officer / signed and stamped by Consignee, along with physical inspection report, carried out by the Committee, with certificate /report to the effect that the supplies conform to specifications.
7. **Penalties/ Liquidated Damages:**
 - a. In case where the deliveries as per Supply Order are not completed within the time frame specified in the schedule of requirement, the Supply Order to the extent of non-delivered portion of supply may be cancelled followed by a Show Cause Notice. No supplies shall be accepted and the amount of Performance Guaranty/ Security to the extent of non-delivered portion of supplies of relevant item shall be forfeited and the firm shall be blacklisted minimum for a period of one year. If the firm fails to supply the whole installments, the entire amount of Performance Guaranty/ Security shall be forfeited to

the Government account and the firm shall be blacklisted minimum for a period of two year. Onus of proof of innocence shall be on the supplier.

b. In case of late delivery of goods beyond the periods specified in the schedule of requirements, penalty @ 2% per Month, 0.067% per day of the cost of late delivered supply shall be imposed upon the Supplier.

8. Schedule of Requirement:

The successful bidders will be responsible for delivery of supplies as per delivery schedule given in supply order.

9. Arbitration and Resolution of Disputes:

In case of any dispute, concerning the interpretation and / or application of this Supply Order shall be settled through arbitration. The Secretary, Population Welfare Department shall act as sole ARBITRATOR. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.

10. Price Reasonability Certificate:

Where response to a tender inquiry will be poor or a single offer will received or rate received will otherwise consider to be on the higher side the following certificate shall be demanded from the bidder to ensure the reasonableness of the quoted price **“CERTIFIED THAT THE PRICE QUOTED TO THIS DEPARTMENT AGAINST THE ITEM MENTIONED AT SR. NO.—ARE NOT MORE THAN THE PRICES CHARGED FROM ANY DEPARTMENT/ORGANIZATION IN THE COUNTRY AND IN CASE OF DISCREPENCY, THE BIDDER HEREBY UNDERTSKES TO REFUND THE PRICE IN EXCESS”**

DIRECTOR GENERAL
Population Welfare Department
(Phone No. 042-99232477)

Note: Note: All assessments and procuring procedures i.e. receiving, opening and awarding etc. shall be governed by the Punjab Procurement Rules, 2014 (amended).

C: Special Conditions of Contract (SCC)

Special Conditions of Contract shall be concluded between the Procuring Agency and the successful bidder(s) as per specific requirement of the specific Product. In case where there is a conflict between the general conditions of the contract and the special conditions of contract, the special condition of contract shall prevail.

Sample Collection Form

To be filled by Technical Committee				
Name of Item	Make/Model	Quantity	Reason	Date of Submission
To be filled by Supplier				
Name of Item	Make/Model	Batch No.	Clarification of the Observation	Dated

Performance Guarantee Form

To: *[Name & Address of the Procuring Agency]*

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

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a C.D.R by a scheduled bank for the sum of 5% of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract. Which will be released after expiry of warrantee period.

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

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

This guarantee is valid until the _____ day of _____,

Signature and Seal of the Guarantors/Bank

Address

Date

Note: It should be valid for a period equal to the warranty period.

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

Manufacturer's Authorization Form

[See Clause 3.1 (a) of the Instruction to Bidders]

To: *[name of 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 Supplier/ Distributor/Agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against IFB No. *[reference of the Invitation to Bid]* for the 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 for Bids.

[Signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letter head 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.

Contract Form

THIS CONTRACT is made at _____ on _____ day of _____, between the Population Welfare Department, Punjab (hereinafter referred to as the "Procuring Agency") of the First Part; and M/s (*firm name*) a firm having its registered office at (*address of the firm*) (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS the Procuring Agency invited bids for procurement of goods, in pursuance where of M/s (*firm name*) being the Manufacturer/ authorized Supplier/ Distributor/authorized Agent of (*item name*) in Pakistan and ancillary services offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Supplier for the supply of (*item name*) and services in the sum of Rs (*amount in figures and words*) cost per unit, the total amount of (*quantity of goods*) shall be Rs (*amount in figures and words*).

NOW THIS CONTRACT WITNESS AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
 - a. 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;
 - f. the Procuring Agency's Notification of Award;
 - g. the scope of work;
 - h. the Contract; and
 - i. the Bid & its clarifications.
 - j. the contracted specifications (attached as annexure)
3. In consideration of the payments to be made by the Procuring Agency to the Supplier/ Manufacturer as hereinafter mentioned, the Supplier/ Manufacturer hereby covenants with the Procuring Agency to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.
5. [*The Supplier*] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Government of the Punjab or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Government of the Punjab) through any corrupt business practice.
6. Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab, except that which has been expressly declared pursuant hereto.
7. [*The Supplier*] certifies that has made and shall make full disclosure of all Agreements and arrangements with all persons in respect of or related to the Transaction with Government of the Punjab and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.

8. *[The Supplier]* accepts full responsibility and strict liability for making any false declaration not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Government of the Punjab under any law, Contract or other instrument, be voidable at the option of Government of the Punjab.
9. Notwithstanding any rights and remedies exercised by Government of the Punjab in this regard, *[The Supplier]* agrees to indemnify Government of the Punjab for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Government of the Punjab in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by *[The Seller/ Supplier]* as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Government of the Punjab.
10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. Secretary, Population Welfare Department or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.
11. This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____ (the place) and shall enter into force on the day, month and year first above mentioned.

Signed/ Sealed by the Manufacturer/
Authorized Supplier/ authorized Agent

Signed/ Sealed by Procuring Agency

1.

1.

2.

2.

Bid Form

To: *[Name and address of Procuring Agency]*

Date:

Tender:

Respected Sir/Madam

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the supply and deliver the goods specified in and in conformity with the said Bidding Documents for the sum of *[Total Bid Amount]*, *[Bid Amount in words]* 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, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we shall obtain an unconditional guarantee in shape of C.D.R of a bank in the sum of _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid for a period of *[number]* days from the date fixed for bid opening under ITB Clause 18 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, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. 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:

Name and address of bidder
(if none, state "none")."

Amount and Currency

Dated this day of _____, 2017

Signature
(in the capacity of)

Duly authorized to sign bid for and on behalf of .

Attachment

Price Schedule

(Goods to be procured under DDP/Free delivery at consignee's end basis)

Name of Bidder _____

Tender No. -----

Sr. No. (As listed in invitation of bid)	Name of Item (As listed in invitation of bid)	Make/Model and country of Manufacturer and origin	Specifications (Complete Details)	Qty	Unit Price (Rs)	Sale and other taxes (Specify the type and kind of taxes applied)	Total Cost (Rs)
1.							
2.							
3.							
Grand Total							

Sign and Stamp of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Price Schedule

(Goods to be procured under LC basis)

Name of Bidder _____

Tender No. -----

Sr. No. (As listed in invitation of bid)	Name of Item (As listed in invitation of bid)	Make/Model and country of Manufacturer and origin	Specifications (Complete Details)	Quantity	Unit Price (FOB) (foreign currency)	Freight Charges	Insurance	Total Cost (foreign currency)
1.								
2.								
3.								
Grand Total								

Sign and Stamp of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail. Foreign currency rate will be considered on the date of opening of financial bid as per rate of state bank.