

**BIDDING DOCUMENTS FOR PROCUREMENT
OF DISTINCT GOODS/ FOOD FOR THE
ANIMALS/BIRDS OF FETAHPUR WILDLIFE
PARK DISTT LAYYAH THROUGH
FRAMEWORK CONTRACTS**

Tender No: /-----/ 24th June/24

PUNJAB WILDLIFE AND PARKS DEPARTMENT

Date: June, 2024

DISCLAIMER

1. The Punjab Wildlife and Parks Department (“PW&PD”) has prepared these bidding documents for the procurement of different goods/ food for the animals/birds in Fetahpur Wildlife Park Distt Layyah through framework contracts. This request constitutes no commitment on the part of the PW&PD to enter into any arrangements with any bidder in respect of this proposed procurement or otherwise.
2. The information contained in these bidding documents or as may be subsequently provided to bidder (whether verbally or in documentary or any other form) by or on behalf of the PW&PD, on the terms and conditions set out in these bidding documents, are indicative only and are provided solely to assist in a preliminary assessment of the proposed procurement. Moreover, each Bid (including each lot- if any) shall be evaluated in accordance with the prescribed Technical/ Financial Criteria provided in the Bidding Documents.
3. These bidding documents do not constitute an agreement; its sole purpose is to provide interested bidders with information that may be useful for them in preparing their bids pursuant to these bidding documents.
4. These bidding documents may not be appropriate for all persons and it is not possible for PW&PD to consider the objectives and particular needs of each party, which reads or uses these bidding documents.
5. The assumption, assessment, statements and information contained in these bidding documents may not be complete, accurate and adequate or correct for the purposes of any or all bidders.
6. Each bidder shall, therefore, conduct its own due investigation and analysis, check the accuracy, adequacy, correctness, reliability and completeness of the assumption, assessments, statements and information contained in these bidding documents and seek independent professional advice on any or all aspects of these bidding documents, as deemed appropriate. However, PW&PD not under obligation to consider any such advice or opinion.
7. All information submitted in response to these bidding documents becomes the property of the PW&PD, including all business information and proprietary data submitted with all rights of communication and disclosures.
8. The PW&PD shall not be responsible for non-receipt or missing or delay of any correspondence/ bid etc., sent by the post / courier / email / fax by the bidder.
9. No decision shall be based solely based on the information provided for any statements, opinions or information provided in these bidding documents.
10. While submitting a proposal in response to these bidding documents, each bidder certifies that he/it understands, accepts and agrees to the disclaimers set forth above.
11. Nothing contained in any provision of these bidding documents, any statements made orally or in writing by the person or party/bidder/contractor shall have the effect of negating, or suspending any of the disclaimers set forth herein.
12. PW&PD reserves the right to withdraw it or cancel this bidding process or any part thereof, or to vary any of its term at any time during the completion of this process & Contract milestone or termination of such Contract signed between the successful Bidder & PW&PD without incurring any financial obligation in connection therewith.
13. PW&PD has also right to rectify any arithmetical or typo mistake at any time of this process.

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Section-I: Invitation to Bids

Punjab Wildlife and Parks Department, Lahore (PW&PD) invites sealed bids from eligible bidders for:

Procurement Of Following Goods/ food for the animals/birds of Fetahpur Wildlife Park Distt Layyah

- (i) Supply of Fodder (Green & Dry) and Fruits / Vegetables with estimated cost Rs. 1.000 million and bid security 4% of the estimated cost.

Interested eligible bidders can obtain detailed bidding documents which are available in the office of Assistant Director Wildlife Layyah of PW&PD by depositing tender fee of **Rs. 3000/- (non-refundable)** and may also be downloaded from the website of Punjab Wildlife and Parks Department (www.pwl.gop.pk) & PPRA (www.ppra.punjab.gov.pk).

Sealed and completed technical bids in accordance with the requirement of the bidding documents must reach in this office on or before **PST 1500 hours 24th June 2024**, which shall be opened on the **same date** in the presence of bidder's representative (who chose to attend) at **PST 1530** hours in the office of office of Assistant Director Wildlife Layyah of PW&PD. Single Stage two envelops procedure provided in Punjab Procurement Rules, 2014 (PPR-14) shall be followed in this procurement.

For obtaining any further information or clarifications, please feel free to contact at *office of Assistant Director Wildlife Layyah*

Contact: (_____) Website: <https://pwl.gop.pk>

Assistant Director Wildlife Layyah

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Section-II: Instructions to Bidders (ITB)

Note: - *This procurement procedure shall be conducted in accordance with the terms and conditions provided in these bidding documents which are in consonant with Punjab Procurement Rules, 2014 PPR-14. However, where any condition of these documents is in conflict with PPR-14 the provisions of said rules shall prevail.*

2.1. Introduction

2.1.1 Scope of Bid

- i) The Procuring Agency, as indicated in the Bid Data Sheet (BDS) invites Bids for procurement of different goods (lot-wise) as specified in these documents. The successful Bidders will be expected to complete the assignments/ provision of goods within the specified period and timeline(s) as stated in the BDS.

2.1.2 Authorization and Source of Funds

- i) The Procuring Agency named in the Bid Data Sheet has authorization and intends to procure the distinct goods/ food items for animals and birds of Fetahpur Wildlife Park Distt Layyah through framework contracts and has enough budget for this procurement. The Procuring Agency intends to use this budget for the procurement as provided in these bidding documents from the successful bidder under the framework contracts for which the invitation to bids has been issued.

2.1.3 Eligible Bidders

- I. The Invitation to Bids is open to all persons i.e. association of firms/companies/sole proprietor registered with relevant Registration Authorities, Tax Departments/ Authorities and as provide in technical evaluation part of this bidding documents except as provided hereinafter,
- 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 this procurement 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 or by Punjab Procurement Regulatory Authority (PPRA) or any other Regulatory Authority of Pakistan/ Punjab or any other Forum/ Court. During the procurement Process / execution of the Contract, if the firm/ bidder is blacklisted by any Government department or PPRA, if such blacklisted bidder wants to execute the contract awarded after its blacklisting, the bidder/ firm/ contractor shall provide 100% Bank Guarantee against the awarded Contract value and in case the bidder regret to do so then the Procuring Agency may proceed with second highest evaluated bidder after termination of Contract with such bidder or may deduct any lose from the Contractor or may claim additional amount in case its Performance Guarantee /Bid Security is insufficient to satisfy the claim of PW&PD.
- V. Joint Venture, Consortium, or Association is not allowed in this procurement.
- VI. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be non-Responsive. 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 for this procurement under this Invitation for Bids, 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; or
 - 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) The bidder has direct relation with any other firm/ company of such kind nature regarding such type of work/ services and same is also in competition by submitting its bid in this process; or
 - g) If bidder is family member or family friend of any employee of the Procuring Agency.
- x) 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 established 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 any applicable law.
 - (f) The firm, contractor and contractor is blacklisted/ debarred by any international organization.
- xi) 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.

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

xiii) Bidders shall submit proposals relating to the nature, conditions and modalities.

2.1.4. Eligible Goods and Services

i) All goods and related services to be supplied under the Contract, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such goods and related services.

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 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) 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) A Bidder, if acting in the capacity of sub-contractor in any Bid for this procurement shall not be eligible to submit its bid for the same.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

i) The 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) Bidder Profile Form
- (j) General Information Form
- (k) Affidavit
- (l) Bid Security Form
- (m) Technical Bid Form
- (n) Contract Form
- (o) Performance Guarantee Form

(p) 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 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) 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 at the Procurement 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 Procurement 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 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 above.
- iv) 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

as provided in this document.

- v) 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.
- vi) 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 and by uploading same on the website of the Procuring Agency. 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. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
- vii) After pre-bid meeting no clarification may be sought from the Procuring Agency by such bidder who attend the pre-bid meeting and did not ask the clarification. Subsequent clarification requirement in such case from such bidder shall not be entertained.

**2.2.3.
Amendment of
Bidding
Documents**

- i) At any time prior to the deadline for submission of Bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a 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, and on equal opportunity basis.
- ii) 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, 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.

2.3. 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 attached with this document 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 package wise and lot-wise
- iii) The Bidder's separation of price components in accordance with ITB Clauses 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.
- ii) The Bidders must adhere to all applicable taxes (imposed by FBR/PRA/any other government organization) while offering financial bid.

2.3.4. Documents Establishing Bidder's Eligibility and Qualification

- i) Pursuant to above clauses, 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 Procurement Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined above.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procurement Agency's satisfaction:
 - (a) that the Bidder has the all such financial, technical capability necessary to perform the contract;
 - (b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

2.3.5. 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 as described in these documents.
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
 - (a) Bank Guarantee, Bank call-deposit (CDR), as prescribed in the bid data sheet.
- iv) Any Bid not secured by bid security as stated above shall 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 thirty (30) days after signing of the contract with the winner of this process. However, the bid security of those bidders shall be retained and shall not be returned who opted to file grievance before any forum/ court against bidding process/ evaluation or award of contract and the decision of such grievance is pending. The bidders who remained unsuccessful and wants to take back their bid securities; they may get their bid securities back after submitting an affidavit on a stamp paper amounting to Rs.200/- with such statement that, the bidder is satisfied with the bidding

process and will never challenge this process before any forum/ court.

- vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract and furnishing the Performance Guarantee as provided in these documents.
- vii) The Bid security shall 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 the terms and conditions of this document; **or**
 - ii. Fails to furnish Performance Guarantee in accordance with this document; or
 - iii. If the blacklisting proceedings under applicable laws has been initiated and the bidder is declared blacklisted after due process of law by any department of entity accordingly.

2.3.6. 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.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity as per PPR-14.

2.3.7. Format and Signing of Bid

- i) The Bidder shall prepare a bid in the light of terms and conditions of these documents.
- ii) The Bidder shall authorize a person/ person for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.
- iii) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the Bid.

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. Single stage two envelop process for contract selection as provided in rule 38 of PPR-14 shall be followed.

- ii) The inner and outer envelopes shall:
- iii) be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
- iv) 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 the date specified in the Bid Data Sheet, pursuant to ITB Clause
- v) 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”.
- vi) 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.
- vii) This procurement shall be followed by 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:
- viii) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.
- ix) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
- x) (c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in BDS.
- xi) 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.
- xii) If all envelopes are not sealed and marked as required by ITB or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.
 - xiii) Signed and stamp all the documents enclosed with the bid including bidding documents.
 - xiv) Bidder shall prepare and submit a separate bid against each lot clearly stating the name of the lot.

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. Bids received through courier services shall not be entertained.
- ii) The Procuring Agency may, at its discretion extend this deadline for the submission of Bids by amending the Bidding documents as stated in these bidding documents and in such 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.

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 will be 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 this documents.
 - 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 as provided in these documents.
 - 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 Committee

- i) The Bid Opening Committee will open all Bids lot wise, 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/attendance sheet as proof of their attendance. Further, submitting of signed & stamped bid shall be considered that the bidder has read, understand, acknowledge all the contents/ terms and conditions of this bidding documents and the bidder shall not object the conditions of this bidding documents at any forum or court after submission of its bid, subsequently.
- 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" or: MODIFICATION" 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) The Procuring Agency will open the Technical Proposals lot wise 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.
- v) 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) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
- vi) 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.
- vii) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder.
- viii) The Procuring Agency shall prepare minutes of the Bid opening lot wise. 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.
- ix) 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.

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.
- 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) 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) For assistance 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. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered. Moreover, Procuring Agency may at any stage ask any clarification from the bidder about its/ their previous conduct in a contract (s), any penalty, successful completion of the contract (s) details about the status of the bidder and in case the bidder refuse to provide such documents/record, the Procuring Agency may reject its/their bid in addition to forfeiting its/their bid security.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. 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 provisions of this documents.
- 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 or terms & conditions and related material;

- c) All securities requirements;
- d) Tax requirements;
- e) Terms and conditions of bidding documents.
- f) Change in the ranking of the Bidder

**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 after recommendation of notified committee by Procuring Agency may be rectified.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to conditions of this documents. For purposes of these Clauses, a 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, Applicable Law, Taxes and Duties & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procurement 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 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 lot wise:
 - a) Meets the eligibility criteria defined in relevant clause;
 - 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 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 Technical Evaluation Committee 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 Technical Evaluation Committee shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Technical Specifications, 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 lot wise, the Technical Evaluation Committee 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.

2.5.7. 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, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

2.5.6. Post-Qualification & Evaluation of Bids

- i) The Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & other conditions of this documents.
- 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 these documents" conditions, 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 Technical Evaluation Committee will **technically evaluate** the received bids as per Technical Specifications required and declare the responsive bidders.
- iv) The financial evaluation of a Bids will be on the basis of form of Price Schedules/ Financial Bid Form which are enclosed herewith lot-wise and the financial bids shall be included with all applicable

taxes. The lowest bidders shall be awarded with the contracts as per terms and conditions of bidding documents.

2.5.7.

Contacting the Procuring Agency

- i) 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.

2.5.8.

Grievance Redressal

- i) Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- ii) 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 procurement laws, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iii) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of its Bid may lodge a written complaint concerning his grievances not later than five (05) days after the announcement of the technical evaluation report. However, the Procuring Agency after completion of the technical evaluation process shall immediately announce the technical evaluation report. The report may be uploaded on the website of PPRA. Any grievance by the bidder received later than prescribed time i.e., five days by the Procuring Agency in regard of technical evaluation of the bids shall be rejected *in-limine*. However, the bidder may file any complaint/ grievance against the final evaluation report/ highest offered price results/ bid (at the time of public procurement) to the extent of financial bid acceptance within ten (10) days. Nevertheless, the bidder could not raise any objection against the technical evaluation at the time of grievance submission against the final evaluation report/ highest offered price results.
- iv) 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.

- v) Only the bidder (who participated in the bidding process) may submit its/ their grievances (against technical or final result/evaluation).

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. However, such intimation shall not construe any legal right in favor of the bidder for award of the contract.
- ii) Upon the successful Bidder's furnishing of the Performance Guarantee as required vide these documents the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security as provided in aforementioned clauses.

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 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 above clause(s) shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under applicable laws such as PPRA Laws/ rules. After that, the Procuring Agency may decide to award the contract to the next graded (highest bidder) evaluated Bidder, keeping in view the Bid validity time, or call for afresh financial Bids/ proposals from the technical qualified/ responsive bidders keeping in view the concept of value for money. However, in second round of financial bid the bidder who failed to submit performance guarantee in first round shall not be called/ allowed to participate subsequently.

2.6.3. Signing of Contract

1. 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.
2. The successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency within seven days or as required by the

PW&PD.

2.6.4. Award Criteria

- i) Save as otherwise in these bidding documents and PPR-14 Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be technical responsive and has been determined to be the lowest financial evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

2.6.5. Procurement Agency's Right to revise any condition at Time of Award

- i) The Procuring Agency reserves the right at the time of contract award to revise/ change any terms and condition provided in this document without any change in offered/ locked price.

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

- i) 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 signing of the contract.
- 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

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 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 PW&PD; 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.”*
- vi. Moreover, if the bidder has concealed any material evidence like fine, penalty, imposing of LD, forfeiting the bid security/performance guarantee or displeasure notification, letter from any Procuring Agency or entity, his bid may be re-evaluated/ rejected.*

ii) Blacklisting & Debarment:

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

- iii) Furthermore, Bidders must keep themselves aware of the provisions stated in PPRA Act, 2009 and Rules, 2014 regarding blacklisting procedure that shall be followed in this process in case any bidder/ contractor found involve in corrupt practice or any other act/ omission prescribed therein.
- 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/ time of contract.

**2.6.9. Quantity and volume of the goods to be considered in mind
[Framework Contract**

Modality]

- 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.

Section-III. Requirement/ Scope of Desirable/ Specification

Punjab Wildlife and Parks Department, Lahore (PW&PD) intends to procure following distinct goods/ food for the animals/birds of Fetahpur Wildlife Park Distt Layyah situated at Distt Layyah;

(i) Supply Of Fodder (Green & Dry) and Fruits Vegetables

Framework contracts with the technically responsive bidders and whose financial bids are found as the lowest evaluated bids shall be signed for a specific time period (approximately for one year/ extendable) that shall be decided at the time of signing of Contract. Detailed document, specifications/ Scope of Services/ terms and conditions for each lot (*which is integral part of this bidding document*) will be shared/ handed over only with those interested bidders who shall deposit the bidding document fee PKRs. 3,000/- (non-refundable) in the shape of cash at office of **“Assistant Director Wildlife Dist. layyah”**. The process of procurement shall be single stage two envelopes and bids shall be evaluated separately as per terms and conditions/ evaluation criteria provided herewith the bidding documents.

Section-IV: Bid Data Sheet

4.1. Bid Data Sheet

The following specific data for the required to complement, supplement, or amend under the provisions provided in the Instructions to Bidders (ITB). Whenever, there is a conflict, the provisions herein (Bid Bata Sheet) shall prevail over those provided in ITB.

Introduction
NAME OF PROCURING AGENCY; PUNJAB WILDLIFE AND PARKS DEPARTMENT
Name of Project, Estimated Cost and Bid Security; here below;
<p style="margin-left: 40px;">i) Supply of Fodder (Green & Dry) and fruits / vegetable with estimated cost Rs. 1.000 million and bid security 4% of the estimated cost.</p>
<p>For clarification purposes, the Employer's address is: Deputy Director Wildlife Sargodha Region of PW&PD, Lahore. Phone / Cell #: 0300-6069302 Requests for clarification shall be received by the PW&PD seven (07) calendar days before to the closing date of the bids.</p>
Language of the bid – English
Bid Price and Currency
<p>The price offered against each bid shall be for the preferred site in Fetahpur Wildlife Park Distt Layyah in accordance with the Schedule of Requirements and all payable taxes shall be the responsibility of the bidder/ contractor.</p>
<p>The price shall be in Pak Rupees (including all taxes) and shall be fixed subject to verification.</p>
<p>Performance Guarantee = 10% (06% in shape of Cash & 04% in Shape of Call Deposit) of the offered financial bid/ contract of relevant Tender.</p>
Preparation and Submission of Bids
<p>Single Stage Two Envelop procedure for selection of Contract shall be followed</p>
EVALUATION CRITERIA:
Eligibility Criteria: (Mandatory Requirements):
<p>The bidder has to fulfil all mandatory requirements detailed below, in order to Technically Qualify for the assignment. The interested bidder/Contractor has to provide documentary evidence(s) against the below mentioned requirements in addition to all other as required through this bidding documents:</p>
<ul style="list-style-type: none"> a. Legal Status of the bidder(s) such as (Incorporation Certificate (<i>showing its location and the date of registration</i>), Partnership Deed or Form C/D (whichever is applicable) Affidavit and affidavit on Non-Judicial Stamp paper of Rs. 200 in case of Sole Proprietorship) b. Proof of valid Income Tax Registration (NTN) c. Proof of valid Punjab Sales Tax/ General Sales Tax d. Proof of Registration with Punjab Food Authority {Except Lot No. 1 i.e. Supply of Fodder (Green & Dry)}

- e. Proof of valid Professional Tax Certificate.
- f. Bid Security attached with Technical Bid/proposal which shall be 2% of the estimated cost/ price for each lot separately.
- g. Audited Financial Statement or Bank Statement as required below.
- h. Past experience of supply of food items as required below.
- i. Signed & stamped bidding document including all attachments (all type of appendices & statements).
- j. Average Annual Turnover as required below.
- k. Affidavit on stamp paper amounting to Rs. 200/- to the effect that:
 - i. The bidder meets the Eligibility Criteria provided in these bidding documents. Bidder is not currently blacklisted by the Procuring Agency or by any Department/ Entity/ Court or Tribunal throughout the Country/ Pakistan and in case of an international bidder from anywhere in the World.
 - ii. The documents/photocopies provided with Bid are authentic.
 - iii. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per applicable Law/ Rules in addition to criminal proceedings.
 - iv. All provided information are correct.

Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit Receipt (CDR) in favor of **“Deputy Director Wildlife Sargodha Region Punjab Wildlife and Parks Department”**, having its **validity 180 days** from the date of opening of bid that shall be **annexed with the technical proposal (bid)**.

Bid Validity Period: 180 days after the date of opening of bids/ extendable period.

Deadline for **Bid Submission: 24th June 2024** no later than **1500 Hours**

Time, Date, and Place for Bid Opening: 24th June 2024 at 1530 Hours in the office of Deputy Director Sargodha Region. However, in case of said bid opening/ closing date, the office is closed due to public holiday etc. the next working day shall be considered as the bid submission/ opening date and there would be no change in the time as provided above.

Bid Evaluation

Criteria for technical evaluation shall be as provided in these documents lot wise and Lowest financial bids/ offers shall be accepted against each lot of the technically responsive bidders. Bid's value shall include all applicable taxes if otherwise not provided and the bidders/ contractors shall be responsible of any kind of taxes during the life of the contracts.

Contract Award

The Bidders, whose financial bids found the Lowest evaluated bid among the technically responsive bidders as per requirement of these documents, may be called for the signing of the contract. Terms and conditions of the contract may be revised as per the requirement of PW&PD at the time of signing of contract. In

case the successful/ lowest evaluated bidder does not meet the required conditions or refuse to deposit performance guarantee or declared irresponsible due to any reason, the PW&PD/ Procuring Agency reserved the right to call the next responsive/lowest bidder for contract award subject to match with the cost of lowest bid, if PW&PD deems so and if his bid is otherwise acceptable to the PW&PD. However, no bidder can claim for contract in any case.

Note:

1. Original CNIC, in case the owner of the firm/company and the valid authorization letter & CNIC from the bidder to its representative is required in order to attend the pre-bid or bid opening meeting on bidder's behalf.
2. To qualify, the bidder pass/comply with the technical Evaluation Criteria is necessary.
3. Supporting Evidence shall be provided for each criterion (where applicable/ required)
4. PW&PD has right to delete / add / review / any terms and condition or item / scope of work at its own level at any time in accordance with applicable laws at any time.

4.2. EVALUATION CRITERIA

Disclaimer; following terms and conditions are in addition to the other terms and conditions provided in these bidding documents and mutatis mutandis applicable in each following lots jointly and severally. However, in case any condition of bidding documents found confronted with the following condition than the condition provided herein below shall prevail having overriding affect.

Note; Attested copy(es) of the contract(s)/ supply order(s)/ work order(s) with satisfactory certificate/ note issued by the procuring agency or completion report/ full payment note(s)/ receipt(s) of the contracts should be attached to prove the experience and without such evidence the any documents/ bids shall not be considered for evaluation in all below lots.

LOT#1: TERMS AND CONDITIONS FOR FRAMEWORK CONTRACT OF SUPPLY OF FODDER (GREEN & DRY) and fruit / vegetables IN FETAHPUR WILDLIFE PARK DISTT LAYYAH

Technical Evaluation Criteria

The bidder/ firm will submit documents for technically qualification as given below: Total marks=100, Qualifying marks = 70

Sr. No.	Requirement	Qualifying marks	Total marks
1	Bank Statement/ Audited report of last 3 years (w.e.f January 01, 2021 to December 31, 2023)	i. 20 marks for bank balance Rs. 0.600 million or above in all three years. ii. 14 marks for bank balance of Rs. 0.500 million. iii. 7 marks for bank balance of Rs. 0.400 million. iv. Less than 0.500 million bank balance in any year; the bid shall be treated as non-responsive and rejected.	20
2	Average Annual Turnover (ATO) of last 3 years (w.e.f January 01, 2021 to December 31, 2023)	1. 25 marks for ATO of Rs. 0.600 million or above in all three years. 2. 20 marks for ATO of Rs. 0.500 million up to Rs. 0.400 million in all three year. 3. 15 marks for ATO of Rs. 0.300 million and up to 0.250 million in all three years. 4. Less than 0.250 million ATO in any year; the bid shall be treated as non-responsive and rejected.	25

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD (LOT WISE) FOR THE ANIMALS/BIRDS OF FETAHPUR WILDLIFE PARK DISTT LAYYAH THROUGH FRAMEWORK CONTRACTS

3	Employees required for Implementation of Contract	<ul style="list-style-type: none"> i. 10 marks for 05 or above number of employees. ii. 08 marks for 04 number of employees. iii. 06 marks for 03 number of employees. iv. 04 marks for 02 number of employees. v. No marks for less than 02 number of employees. In this case the bid shall be considered non-responsive. <p>Note; Name and copies of original ID cards of the Employees must be attached with the bid(s) along with contracts of employees.</p>	10
4	No. of contracts for supply of food (at least amounting to Rs.5 (Five) million for each contract)	<ul style="list-style-type: none"> i. 25 marks for more than 05 numbers of contracts. ii. 20 marks for 04 numbers of contracts. iii. 16 marks for 03 numbers of contracts. iv. 12 marks for 02 numbers of contracts. v. No marks for less than 02 number of contracts and the bid(s) shall be considered as non-responsive. 	25
5	Specific experience through contract agreement for supply of food items to Wildlife Animals/birds in Pakistan. (Each contract should be the value of at least Rs= 5.000 (Five) million) for each contract.	<ul style="list-style-type: none"> i. 20 marks for more than 04 numbers of contracts for food supply. ii. 16 marks for 03 numbers of contracts. iii. 12 marks for minimum 02 numbers of contracts. iv. No marks for less than 02 number of contracts. However, this is not a knock down criteria and is considered as a preferable condition. 	20

Terms and conditions:

1. Any person or his family member from management of Fatahpur Wildlife Park / PW&PD will not be allowed to participate in tendering process, if found, tender will be cancelled at any stage and bid security will be forfeited.
2. Period of Contract will be one year only from 1st July 2024 to 30th June 2025 extendable as provided in GCC/ SCC.
3. Successful Bidder shall be required to sign the contract agreement within seven days on **E-stamp** paper after the approval of the contract from the competent authority. All expenses in this regard shall be borne by the Bidder otherwise the contractor shall not be allowed to continue and security or first installment will be forfeited.
4. Final approval of tender will be given by the Director General Wildlife and Parks, and then work order will be issued.

5. The Successful bidder/ contractor shall deposit Rs. 500,000/- lac in the office of the Deputy Director Wildlife Sargodha Region. This amount will be utilized in case of any emergency caused by delay, non-delivery or less delivery of Fodder (Green & Dry) fruit / vegetable from the contractor to fulfill the requirement of the Animals/birds. The contractor may also be fined if such situation is created by fault of contractor. While the remaining amount of performance guarantee will be in the shape of CDR to the Deputy Director Wildlife Sargodha Region.
6. Successful bidder/ contractor shall provide name and addresses of his representatives and all staff.
7. Contractor will bring feed items / Fodder (Green & Dry) fruits / vegetables in fresh and fine condition which will be inspected by Assistant Director Wildlife Layyah or his representatives.
8. Assistant Director Wildlife Layyah or his representatives will be authorized to inspect, accept and reject the supplied Fodder (Green & Dry) with sound reasons. Fodder (Green & Dry) will be provided on time and if the contractor delays the supply or provide low quality or quantity of required Fodder (Green & Dry), the contractor will be fined Rs. 5000/- to Rs. 10000/- by the Procuring Agency (Deputy Director Wildlife, Sargodha Region). If the number of fine in a month reaches 12, then tender may be recommended for cancellation and security will be forfeited and the contractor will be blacklisted.
9. The Feed items Fodder (Green & Dry) provided by the contractor will be examined/inspected by the Assistant Director/ Wildlife Supervisor / representative/committee. If any conflict is found then the final decision will be made by the Deputy Director Wildlife, Sargodha Region.
10. The contractor will be responsible for the supply of Fodder (Green & Dry) until the approval of the tender for the next financial year. If the contractor disobeys fails this condition, then cost of that supply shall be deducted through performance guarantee.
11. If the contractor fails to provide quality Fodder (Green & Dry), then Procuring Agency/Deputy Director Wildlife Sargodha Region will provide time of three (3) hours for replacement of such Fodder (Green & Dry) of good quality. Otherwise, the procuring agency will purchase the Fodder (Green & Dry) for that day from the amount of the Cash Security and also has the right to fine Rs. 5000/- to Rs. 10000/-. In this case final decision will be of Procuring Agency/Deputy Director Wildlife Sargodha Region.
12. If the Contractor fails to supply Fodder (Green & Dry) for 03 days consecutively or such supply is rejected due to low quality Fodder (Green & Dry) the tender may be cancelled and in such case performance guarantee shall be cashed in favor of Procuring Agency besides and the contractor will be blacklisted.
13. If the representative from the contractor misbehaves with the management or deviates from his duties, the management has the right to fine Rs. 5000/- to Rs. 10000/-. Contractor will be responsible to submit bill at the end of the every month.
14. All the staff of contractor must wear hygiene uniform and the health fitness report of staff will be submitted by contractor after every six months.
15. The Bidder shall have to comply with directions of the authority in connection with periodic upkeep of the of the premises and surrounding areas.

Cleanliness of the area should be ensured by contractor. He shall not cause nuisance to the neighbors or the visiting public.

16. The Bidder shall accommodate all his stock/activities inside the allocated premises and shall not make any encroachment outside except for loading / unloading and general public movement.
17. Maintenance in respect of repair and upkeep etc will be carried out by the Bidder at its own expense.
18. Contractor shall at all the times keep the authority indemnified against all claims, demand, suits, damages, charges and expenses which Zoo may sustain or incur in consequences of any injury to any person or to any property resulting directly or indirectly, from any act of omission, or commission on part of contractor, or his/herself employee(s), in the conduct of business for the purpose of which this contract is granted. Decision of authority in all such cases will be final and binding on the contractor.
19. Contractor will ensure that Food items are fresh and not expired and follow all SOP's as approved by Punjab Food Authority. The contractor, while allowing visitors in the food court area Shall also be directly responsible for any kind of damage, theft or any unavoidable circumstances happened. No rebate, concession or adjustments will be offered.
20. If any employee is declared undesirable by the park / zoo management, the Bidder will be required to terminate the employee and the person will not be allowed to enter the Zoo.
21. The Bidder shall be required to employ healthy and ethical employee to work at the food court and shall submit the address, photographs and photocopies of their identity cards to the Zoo office before starting the contract. So that card can be issued to them, no employee will be able to work without the card. It will be necessary for these employees to wear the uniform approved by the zoo management and the contractor will be responsible for providing the uniform.
22. In the event of such dispute, the matter shall be referred to the authority for arbitration and mediation, whose decision shall be final and both parties shall be bound to accept the decision.
23. If the Bidder is unable to pay any dues during the contract period, then these dues will be recovered as government money by the zoo administration in accordance with the govt. law. And in case of completion of the contract, the dues will be recovered from the security money/performance guarantee.
24. The Bidder will protect its own equipment, management will not be responsible for any damage to the Bidder or management will not provide any place to keep the equipment.
25. In the case of consent of both parties, the Chairman of the Captive Wildlife Management Committee shall be authorized to modify one or more of the conditions on the recommendations of the authority of the Zoo and shall take the final decision.
26. Any other matter connected that has not been specified in the contract shall be dealt with and decided by the authority after affording the opportunity of hearing. The Bidder shall abide by such decision and shall not go in litigation against such decision before arbitration.

27. In case of any natural calamity, the damages caused so far to the contractor's property shall not be the responsibility of the zoo authorities and no rebate whatsoever shall be given to the contractor.
28. Estimated quantity of fresh and dry fodder which is described in financial bid form required to be supplied in Fetahpur Wildlife Park in fresh and hygienic/ good conditions throughout the contract period on daily basis at the price agrees between the parties through framework contract.

Section-V: General Conditions of Contract

1. Definitions

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

- a. “Applicable Laws/ Rules” means the laws/ Rules of Islamic Republic of Pakistan/Punjab, as they may be issued and enforced from time to time.
- b. “Authority” means Punjab Wildlife and Parks Department, Lahore.
- c. “Bidder” means who accept all the terms & conditions of these bidding documents and submit its bid and participate as a competitor in the process of this procurement
- d. “Bid” means a tender or an offer, in response to this invitation by a person, consultant, firm, company or an organization, consortium/ joint venture (if allowed) expressing his or its willingness to undertake to complete this procurement/ task at a price decided between the parties accordingly.
- e. “Bid Security” means the bank guarantee or other form of security submitted by a bidder together with a bid to secure the obligations of the bidder participating in a bidding proceedings
- f. “Blacklisting” means debarring the bidder/ Contractor to participate in any procurement process on any ground provided in the document and uploaded its status on PPRA website or any other procurement site of the country/ world as blacklisted.
- g. “Committee” means any committee notified by the Procuring Agency for opening, technical or financial evaluation of the bids may be received in this procurement process and any other type of Committee.
- h. “Conflict of Interest” means
 - i. where a bidder/Contractor could be perceived as providing biased professional advice to a Procuring Agency to obtain an undue benefit for himself or those affiliated with him;
 - ii. receiving or giving any remuneration directly or indirectly in connection with the assignment except as providing in the contract;
 - iii. any engagement in consulting or other

- procurement activities of a Contractor that conflicts with his role or relationship with the Procuring Agency;
- iv. where an official of Procuring Agency engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement in a direct or an indirect
- i.** “Contract” means the agreement entered into between the PW&PD and the bidder/Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- j.** “Contract Price” means the price payable by the Contractor to the Authority under the Contract for the full and proper performance of its contractual obligations.
- k.** “Competent Authority” means the officer(s) empowered to approve the bidding process and the contract on behalf of PW&PD.
- l.** “Company” means a company registered or deemed to be register under companies Act, 2018 or under any other authority or foreign company registered in Pakistan.
- m.** “Contractor” means a legally established professional firm/ company/ or entity that may provide(s) the goods or services to the client under the contract
- n.** “Corrupt & Fraudulent Practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his

duty. ; it may include any of the following:

- i. Coercive practice by impairing or harming or threatening to impair or harm, directly or indirectly, any party or property of the party to influence the action of the party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii. Collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the Procuring Agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- iii. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to 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, person or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process;

- o.** “Day” means calendar day and “Year” means calendar year if otherwise not provided.
- p.** “Firm” means a firm register or deemed to be register with the office of registrar.
- q.** “GCC” means the General Conditions of Contract contained in this section.
- r.** “Lot” means a collection or group of objects, items, things, desirables, works, services, or set of things required by Procuring Agency through this process, bidding documents and evaluated technically as per prescribed evaluation criteria.
- s.** “Performance Guarantee” means the bank guarantee or other form of security submitted by the contractor to secure obligations under the contract in accordance with the requirement in the bidding document
- t.** “Province” means Punjab Province.
- u.** “SCC” means the Special Conditions of Contract.
- v.** “Services” means the work to be performed by the firm/company or entity pursuant to the contract or any ancillary services related to supply of required goods, such as transportation and insurance.
- w.** “Supplier” means the contractor or goods/ services supplier or any person on behalf of contractor for supplying of required goods in the Fetahpur Wildlife Park Distt Layyah / destination under the contract.
- x.** “Procuring Agency” means PW&PD or any other authorized officer of the department
- y.** “Punjab Wildlife and Parks Department” means the organization intends to procure different goods for animals/Birds of Fetahpur Wildlife Park Distt Layyah.
- z.** “The Project Site,” where applicable, means the place or places named i.e. Fetahpur Wildlife Park Distt Layyah in SCC or directed by the PW&PD.
- aa.** “Working Day” mean day when office is not closed due to any public notified holiday

bb. “Work” means all such work required or may be required by PW&PD through this process of framework Contract.

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.

4. Standards

4.1. The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and terms and conditions of the contract.

5. Use of Contract Documents and Information; Inspection and Audit by the Procuring Agency.

5.1. The Contractor shall not, without the Procurement 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 Contractor 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 Contractor shall not, without the Procurement Agency’s prior written consent, make use of any document or information enumerated in GCC Clauses except for purposes of executing the Contract.

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

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

7. Performance Guarantee

7.1. Within seven (07) 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 & SSC.

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

7.3. 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) a Bank call-deposit (CDR) issued by a reputable bank located in the Procurement Agency's country.

7.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor'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.

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.

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

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

10. Incidental Services 10.1. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (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; and

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
- (ii) original price of goods.

11. Warranty The Supplier warrants that the Goods supplied under the Contract are not contrary to the specification/ requirement.

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.

12. Payment 12.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

12.2. 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, and upon fulfillment of other obligations stipulated in the Contract.

12.3. 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.

12.4. The currency of payment is a per BDS.

13. Prices 13.1. 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.

14. Change Orders 14.1. The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC, make changes within the general scope of the Contract, quantity or items and the place of delivery; and/or
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.

15. Contract Amendments Subject to GCC, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties.

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

17. Delays in the Supplier's Performance 17.1. 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.

17.2. 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.

17.3. Except as provided under GCC Clause, 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, unless an extension of time is agreed upon pursuant to GCC Clause without the imposition of liquidated damages.

18. Liquidated Damages

18.1. Subject to GCC Clause, 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.

19. Termination for Default

19.1. 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;
- (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:

(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:

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

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.

19. Termination for Insolvency

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.

20. Termination for Convenience

Procuring Agency, by written notice sent to the Contractor, 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 Procurement Agency's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

21. Resolution of Disputes

21.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Contractor 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.

21.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the Director General of PW&PD being the sole arbitrator in such case. However, the sole arbitrator may decide the dispute himself or refer it to any committee duly notified for this purpose. The contractor shall follow the directions/ decision of the sole arbitrator or the committee what the case may be.

22. Applicable Law

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

23. Notices

23.1 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.

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

24. Taxes and Duties 24.1. Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the contract. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be discussed between the parties and shall be decided in accordance with applicable law by the authority/ Procuring Agency. However, in any case PW&PD shall not liable or responsible for any type of tax and it shall be deducted from the Contractor's securities.

25. Extension in Contract period {where applicable} Initially the contract will be for a period of (1) one-years. However, the same may be extended by the competent authority, on the satisfactory performance by the contractor for further, on the rate & TORs decided at the time of extension. Extension in the contact agreement shall be the discretion of the DG PW&PD and the contractor has no right to claim further extension as a matter of right.

Section-VI. Special Conditions of Contract

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: Punjab Wildlife and Parks Department

GCC 1.1 (h)—The Procurement Agency's country is: Pakistan

GCC 1.1 (i)—The Contractor is: After due process accordingly

2. Period of Contract and extension of period:

The contract duration will be one (01) year initially (extendable for a further period on the satisfactory performance of the contractor) starting w.e.f the date of agreement. However, extension may not be claim as a legal right by the contractor and it is the sole right of the Director General of PW&PD.

3. Execution and Delay penalty.

The successful bidder shall start the services within 03 days after signing of contract agreement. However, in case of delay of start of the services beyond 03 days, Rs. 2000/- per day penalty shall be applicable.

The management of Fatehpur Wildlife shall have the power to recommend cancellation of the contract on seven days' notice in public interest for administrative reasons or unsatisfactory performance.

4. Violation of any condition of the contract may result in cancellation of the contract without notice and forfeiture of the security deposit / performance guarantee.

5. Special Conditions;

- i. The Bidder shall not be permitted to transfer the contract to any other person or party, if found to be so the contract shall be cancelled and the security amount will be forfeited in addition to blacklisting of the contractor.
- ii. In case of default of contractor to discharge his obligations under the contract for any reason, then, without prejudice to the claims of the Department against the contractor, the Department shall be entitled to recover from the performance guarantee, not only the amount including charges, dues and fees which may have become due under the contract, but also the cost of re-bid/ procedure in this regard.
- iii. The contractor shall ensure daily supply of the food to the animals/ birds in time as decided/ required by the administration of the Fatehpur Wildlife Park Distt Layyah throughout the period of the contract on the

same price/ cost without compromising the quality of the food. In this regard no excuse to supply of daily food shall be accepted as delay or holiday to supply food directly affect the health/ life of the animals/ birds which cannot be compromise in any case. In case of default/ fail to supply daily food the Procuring Agency may terminate the contract at once without notice and initiate legal action against the contractor.

6. Inspection

Physical inspection of the bidder/ contractor firm/ organization/office/ sights or place(s) may be conducted by the Department during the period of the contract or before signing of the contract and in such case if PW&PD deems so, Third Party Validation or inspection/ tests from any other government department (s) may be conducted on Contractor's risk/cost.

7. Notices

Procurement Agency's address for notice purposes: Punjab Wildlife and Parks Department....., Lahore.

Section-VII. Schedule of Requirements

7.1 Schedule of Requirements

Location	Delivery Time Period
FATEHPUR WILDLIFE PARK Wildlife and Parks Department	Each Contractor (lot wise) shall be required to start the services within three (03) working days after signing of Contract or as prescribed in the contract agreement.

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD (LOT WISE) FOR THE
ANIMALS/BIRDS OF FETAHPUR WILDLIFE PARK DISTT LAYYAH THROUGH FRAMEWORK CONTRACTS

8.2 Undertaking

I _____ S/O _____ CNIC # _____ resident of _____ on behalf of (Name of bidder/Contractor/JV/ Consortium) address _____ being its _____ (*designation*) declares solemnly on oath that all the information/ documents deposited/ attached with the bidding documents are true and genuine.

The bidder/ undersigned has read and understand all the terms & conditions of the bidding document/ amendments etc. and accept each and every condition thoroughly.

The bidder/company/ undersigned has no objection on any term & conditions of the entire bidding documents and shall never challenge these term & conditions after submitting of our bids before any court/forum. I/ we / undersigned shall follow the instructions of PW&PD regarding this bidding process till the completion of this assignment.

All above contents are true and fair to the best of my knowledge and behalf.

Notarized this _____ day of 20_____

Signature: _____

Stamp: _____

Note: Bidder/Contractor is required to fill this undertaking and submit with your bid and in case of failure bid shall be rejected straight forward.

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) Audited Financial Statement Attachment/Income Tax Returns

Yes	No
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b) Details of Experience

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

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

8.6. Affidavit

[To be printed on PKR 200 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 i.e PW&PD]* 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 *[PW&PD]*. The undersigned further affirms on behalf of the firm that:

- (i) The firm is neither currently blacklisted by any Department nor any litigation is pending before PPRA/Competent Authority/Procuring Agency or any other court of law competence in this regard against any such blacklisting order.
- (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) The bidder/firm has never been punished by any Department/PPRA/ Court on the ground of non-fulfilment of the contract/ obligations or its bid security/ performance guarantee has been forfeited or LD imposition and in case of any punishment undersigned has already stated in my bid specifically where required.

[Name of the Contractor/ Bidder/ Contractor] 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 letterhead. To be attached with Technical Bid]

To:

[Deputy Director Sargodha Region PW&PD, Lahore]

WHEREAS *[name of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. *[Reference number of the contract]* dated _____ 20____ to supply *[description of services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Contractor’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, 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 Contractor 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 _____ 20_____.

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

8.9. Contract Form

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

THIS AGREEMENT made on the ____ day of _____ 20____ between Punjab Wildlife and Parks Department (hereinafter called “the PW&PD”) on the one part and [name of Contractor] of [city and country of Contractor] (hereinafter called “the Contractor”) 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 Contractor 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 offered/ submitted by the Bidder;
 - (b) the Terms and Conditions;
 - (c) the Technical Specifications & Scope of Services;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procurement Agency’s Notification of Award.
 - (g) Contract agreement
 - (h) Complete Bidding document
 - (i) The clarifications provided to the Contractors
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor 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.

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

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with applicable laws in Punjab/Pakistan the day_____ and year_____ mentioned above and the discretion of competent authority i.e Director General Wildlife & Parks shall has the exclusive jurisdiction to adjudicate upon any matter arising out during this contract.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency/ PW&PD)

Signed, sealed, delivered by _____ the _____ (for the Contractor

8.11. Bid Security Form

[To be signed & stamped by the Bidder 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”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound onto PW&PD (hereinafter called “the Procuring Agency”) in the sum of for which payment will and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

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 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;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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 of the bank]

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD (LOT WISE) FOR THE ANIMALS/BIRDS OF FETAHPUR WILDLIFE PARK DISTT LAYYAH THROUGH FRAMEWORK CONTRACTS

Financial Bid Firm/ Price Schedule

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

Sr. No.	Item Name	Specifications / dimensions	Quantity	Estimated Price per Kg	Offered Price Per Kg	Total Price (in words) without taxes	Total Price (in Figures) without taxes
1.	Maize green	Fresh and Fine Condition	3500				
2.	Shaftal	Fresh and Fine Condition	4000				
3.	Lucene (alfalfa) (Loosan green)	Fresh and Fine Condition	5000				
4.	Poultry feed 13No.	<i>Fresh and fine quality</i>	900				
5.	Poultry feed 1 No.	<i>Fresh and fine quality</i>	215				
6.	Spinach	<i>Fresh and fine quality</i>	390				
7.	Dala Chana	<i>Fresh and fine quality</i>	1250				
8.	Gur	<i>Fresh and fine quality</i>	450				
9.	Salt	<i>Fresh and fine quality</i>	90				
10.	Cucumber (desi)	<i>Fresh and fine quality</i>	300				
11.	Carrot	<i>Fresh and fine quality</i>	300				
12.	Water melon 4 kg weight	<i>Fresh and fine quality</i>	350				
13.	Banana	<i>Fresh and fine quality</i>	450 d				
14.	Apple desi	<i>Fresh and fine quality</i>	300				
15.	Guava	<i>Fresh and fine quality</i>	200				
16.	Eggs	<i>Fresh and fine quality</i>	30 d				
17.	Roti (125grm)	<i>Fresh and fine quality</i>	5000				
18.	Chona		200				
19.	Bajra	<i>Fresh and fine quality</i>	40				
20.	Peanut	<i>Fresh and fine quality</i>	40				
21.	Phenyle (typhone/finis)	<i>Fresh and fine quality</i>	350 l				

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD (LOT WISE) FOR THE ANIMALS/BIRDS OF FETAHPUR WILDLIFE PARK DISTT LAYYAH THROUGH FRAMEWORK CONTRACTS

	(3 liter bottle)						
22.	Parched gram	Fresh and Fine Condition	300				
23.	Broom		50				
24.	Stubble (parali dry)	Fresh and Fine Condition	400				
25.	Medicine		L.S				
<i>Total Price in figures including all applicable taxes; Rs.</i>							
<i>Total Price in words including all applicable taxes;</i>							

Total bid value (against which a bid shall be evaluated) in figures.

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

Detail of all applicable taxes/duties/charges, which must be included in the rates quoted by bidder, is given as below:

Note:

- I. In case of difference between unit price and total price, unit price shall prevail and total price shall be “final”.
- II. In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.
- III. A bid not compliant or excluding applicable taxes and duties shall straight away be rejected.
- IV. The financial bids shall be evaluated on Lumpsum basis and overall lowest financial bid shall be consider for award of contract awarded. However, abnormal financial coated bid against any item above may be rejected to the extent of that item and the remaining quoted financial bids shall be calculated by deleting the abnormal financial bid thereafter the lowest bid shall be considered for award of contract. The abnormal financial bid means such bid which is more than 10% higher to the estimated cost of specific item.
- V. The bidder shall quote its offer price against all required items/ goods and incomplete bid may not be consider.
- VI. However, Procuring Agency may consider the bid if unintentionally any item/ Colum left blank/ unquoted/ without cost than the estimated cost of that item shall be consider and calculated accordingly.
- VII. In case the applicable taxes are not included in quoted total bid price than such bid shall be consider after including all applicable taxes such as GST in the quoted total bid price.

Stamp & Signature of Bidder: _____

Section IX- Check List lot wise

[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 Tender fee along with Bidding Documents.		
2	The Bid security must be submitted with technical proposal.		
4	Active Registration with Income Tax Authorities (National Tax Number NTN) at least three years old		
5	Copy of active Registration with Sales Tax Authorities (STRN)		
6	Copy of active Registration (Professional Tax Certificate)		
8	Experiences of similar nature performed / executed.		
9	Technical Bid Form (as per Bidding documents) on letterhead of the firm duly signed and stamped.		
10	Bid Security Form (as per Bidding documents) on letterhead of the firm, duly signed and stamped.		
12	Performance Guarantee Form (as per Bidding documents) on letterhead of the firm, duly signed and stamped.		
13	General Information Form (as per Bidding documents) on letterhead of the firm duly signed and stamped.		
	Affidavit (on non-judicial Stamp Paper of Rs. 200/- i) The bidder meets the Eligibility Criteria/ <i>Eligible Bidders of the bidding document.</i> ii) The firm is not currently blacklisted by the Procuring Agency. iii) 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. iv) Affidavit for correction of information Form (as per form of Bidding documents) on letter head of the firm, duly signed and stamped.		
15	i. Work order / supply order / purchase order of previous relevant experience. ii. Company profile. Staff list along with location and address <i>[where applicable]</i> . iii. Income Tax Returns/Audited Financial Statement, National tax number Certificate, General Sale Tax Number Certificate iv. Bidders profile Form (as per Bidding documents) on letterhead of the firm, duly signed and stamped.		

Stamp & Signature of Bidder _____

**BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE
ANIMALS/BIRDS OF WILDLIFE PARK LOI BHER, RAWALPINDI THROUGH FRAMEWORK
CONTRACTS FOR FINANCIAL YEAR 2024-2025**

**BIDDING DOCUMENTS FOR PROCUREMENT OF
DISTINCT GOODS/ FOOD FOR THE
ANIMALS/BIRDS OF WILDLIFE PARK LOI BHER,
RAWALPINDI THROUGH FRAMEWORK
CONTRACTS FOR FINANCIAL YEAR 2024-2025**

Tender No: /-----/ 24th June/2024

PUNJAB WILDLIFE AND PARKS DEPARTMENT

Date: -----, 2024

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DISCLAIMER

1. The Punjab Wildlife and Parks Department (“PW&PD”) has prepared these bidding documents for the procurement of different goods/ food for the animals/birds in Wildlife Park Loi Bher, Rawalpindi through framework contracts. This request constitutes no commitment on the part of the PW&PD to enter into any arrangements with any bidder in respect of this proposed procurement or otherwise.
2. The information contained in these bidding documents or as may be subsequently provided to bidder (whether verbally or in documentary or any other form) by or on behalf of the PW&PD, on the terms and conditions set out in these bidding documents, are indicative only and are provided solely to assist in a preliminary assessment of the proposed procurement. Moreover, each Bid shall be evaluated in accordance with the prescribed Technical/ Financial Criteria provided in the Bidding Documents.
3. These bidding documents do not constitute an agreement; its sole purpose is to provide interested bidders with information that may be useful for them in preparing their bids pursuant to these bidding documents.
4. These bidding documents may not be appropriate for all persons and it is not possible for PW&PD to consider the objectives and particular needs of each party, which reads or uses these bidding documents.
5. The assumption, assessment, statements and information contained in these bidding documents may not be complete, accurate and adequate or correct for the purposes of any or all bidders.
6. Each bidder shall, therefore, conduct its own due investigation and analysis, check the accuracy, adequacy, correctness, reliability and completeness of the assumption, assessments, statements and information contained in these bidding documents and seek independent professional advice on any or all aspects of these bidding documents, as deemed appropriate. However, PW&PD not under obligation to consider any such advice or opinion.
7. All information submitted in response to these bidding documents becomes the property of the PW&PD, including all business information and proprietary data submitted with all rights of communication and disclosures.
8. The PW&PD shall not be responsible for non-receipt or missing or delay of any correspondence/ bid etc., sent by the post / courier / email / fax by the bidder.
9. No decision shall be based solely based on the information provided for any statements, opinions or information provided in these bidding documents.
10. While submitting a proposal in response to these bidding documents, each bidder certifies that he/it understands, accepts and agrees to the disclaimers set forth above.
11. Nothing contained in any provision of these bidding documents, any statements made orally or in writing by the person or party/bidder/contractor shall have the effect of negating, or suspending any of the disclaimers set forth herein.
12. PW&PD reserves the right to withdraw it or cancel this bidding process or any part thereof, or to vary any of its term at any time during the completion of this process & Contract milestone or termination of such Contract signed between the successful Bidder & PW&PD without incurring any financial obligation in connection therewith.
13. PW&PD has also right to rectify any arithmetical or typo mistake at any time of this process.

**BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE
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Section-I: Invitation to Bids

Punjab Wildlife and Parks Department, Rawalpindi (PW&PD) invites sealed bids from eligible bidders for:

Procurement Of Following Goods/ food for the animals/birds of Wildlife Park Loi Bher, Rawalpindi

- (i) Supply of Goods /Food with estimated cost Rs. 12 million and bid security 4% of the estimated cost.

Interested eligible bidders can obtain detailed bidding documents which are available in the office of Assistant Director Wildlife Park Loi Bher, Rawalpindi of PW&PD by depositing tender fee of **Rs. 3000/- (non-refundable)** in favor of "Assistant Director Wildlife Park Loi Bher, Rawalpindi", through bank challan and may also be downloaded from the website of Punjab Wildlife and Parks Department (www.pwl.gop.pk) & PPRA (www.ppra.punjab.gov.pk).

Sealed and completed technical bids in accordance with the requirement of the bidding documents must reach in the Office of the Deputy Director Wildlife Rawalpindi Region on or before **PST 0930** hours **24th June 2024**, which shall be opened on the **same date** in the presence of bidder's representative (who chose to attend) at **PST 1000** hours in the office of Deputy Director Wildlife Rawalpindi Region of PW&PD. Single Stage two envelopes procedure provided in Punjab Procurement Rules, 2014 (PPR-14) shall be followed in this procurement.

For obtaining any further information or clarifications, please feel free to contact at office of *the Assistant Director Wildlife Park Loi Bher, Rawalpindi* **051-8469687**

Contact: (051-8469687) Website: <https://pwl.gop.pk>

Assistant Director Wildlife Park Loi Bher, Rawalpindi

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Section-II: Instructions to Bidders (ITB)

Note: - *This procurement procedure shall be conducted in accordance with the terms and conditions provided in these bidding documents which are in consonant with Punjab Procurement Rules, 2014 PPR-14. However, where any condition of these documents is in conflict with PPR-14 the provisions of said rules shall prevail.*

2.1. Introduction

2.1.1 Scope of Bid

- i) The Procuring Agency, as indicated in the Bid Data Sheet (BDS) invites Bids for procurement of different goods as specified in these documents. The successful Bidders will be expected to complete the assignments/ provision of goods within the specified period and timeline(s) as stated in the BDS.

2.1.2 Authorization and Source of Funds

- i) The Procuring Agency named in the Bid Data Sheet has authorization and intends to procure the distinct goods/ food items for animals and birds of *Assistant Director Wildlife Park Loi Bher, Rawalpindi* through framework contracts and has enough budget for this procurement. The Procuring Agency intends to use this budget for the procurement as provided in these bidding documents from the successful bidder under the framework contracts for which the invitation to bids has been issued.

2.1.3 Eligible Bidders

- I. The Invitation to Bids is open to all persons i.e. association of firms/companies/sole proprietor registered with relevant Registration Authorities, Tax Departments/ Authorities and as provide in technical evaluation part of this bidding documents except as provided hereinafter,
- 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 this procurement 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.

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- IV. Bidders shall not be under a declaration of blacklisting by any Government department or by Punjab Procurement Regulatory Authority (PPRA) or any other Regulatory Authority of Pakistan/ Punjab or any other Forum/ Court. During the procurement Process / execution of the Contract, if the firm/ bidder is blacklisted by any Government department or PPRA, if such blacklisted bidder wants to execute the contract awarded after its blacklisting, the bidder/ firm/ contractor shall provide 100% Bank Guarantee against the awarded Contract value and in case the bidder regret to do so then the Procuring Agency may proceed with second highest evaluated bidder after termination of Contract with such bidder or may deduct any lose from the Contractor or may claim additional amount in case its Performance Guarantee /Bid Security is insufficient to satisfy the claim of PW&PD.
- V. Joint Venture, Consortium, or Association is not allowed in this procurement.
- VI. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be non-Responsive. 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 for this procurement under this Invitation for Bids, 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; or
 - 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

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- f) The bidder has direct relation with any other firm/ company of such kind nature regarding such type of work/ services and same is also in competition by submitting its bid in this process; or
 - g) If bidder is family member or family friend of any employee of the Procuring Agency.
- x) 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 established 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 any applicable law.
 - (f) The firm, contractor and contractor is blacklisted/ debarred by any international organization.
- xi) 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.
- xii) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

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xiii) Bidders shall submit proposals relating to the nature, conditions and modalities.

2.1.4. Eligible Goods and Services

i) All goods and related services to be supplied under the Contract, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such goods and related services.

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 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) 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) A Bidder, if acting in the capacity of sub-contractor in any Bid for this procurement shall not be eligible to submit its bid for the same.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

- i) The 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) Bidder Profile Form
 - (j) General Information Form
 - (k) Affidavit
 - (l) Bid Security Form

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- (m) Technical Bid Form
 - (n) Contract Form
 - (o) Performance Guarantee Form
 - (p) 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 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) 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 at the Procurement 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 Procurement 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 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 above.

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- iv) 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 as provided in this document.
- v) 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.
- vi) 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 and by uploading same on the website of the Procuring Agency. 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. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
- vii) After pre-bid meeting no clarification may be sought from the Procuring Agency by such bidder who attend the pre-bid meeting and did not ask the clarification. Subsequent clarification requirement in such case from such bidder shall not be entertained.

**2.2.3.
Amendment of
Bidding
Documents**

- i) At any time prior to the deadline for submission of Bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a 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, and on equal opportunity basis.
- ii) 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

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discretion, may extend the deadline for the submission of Bids, 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.

2.3. 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 attached with this document 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 package wise
- iii) The Bidder's separation of price components in accordance with ITB Clauses 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.

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**2.3.4. Bid
Currencies**

- i) Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.
- ii) The Bidders must adhere to all applicable taxes (imposed by FBR/PRA/any other government organization) while offering financial bid.

**2.3.4.
Documents
Establishing
Bidder's
Eligibility and
Qualification**

- i) Pursuant to above clauses, 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 Procurement Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined above.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procurement Agency's satisfaction:
 - (a) that the Bidder has the all such financial, technical capability necessary to perform the contract;
 - (b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

**2.3.5. 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 as described in these documents.
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
 - (a) Bank Guarantee, Bank call-deposit (CDR), as prescribed in the bid data sheet.
- iv) Any Bid not secured by bid security as stated above shall 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 thirty (30) days after signing of the contract with the winner of this process. However, the bid security of those bidders shall be retained and shall not be returned who opted to file grievance before any forum/

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court against bidding process/ evaluation or award of contract and the decision of such grievance is pending. The bidders who remained unsuccessful and wants to take back their bid securities; they may get their bid securities back after submitting an affidavit on a stamp paper amounting to Rs.200/- with such statement that, the bidder is satisfied with the bidding process and will never challenge this process before any forum/ court.

- vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract and furnishing the Performance Guarantee as provided in these documents.
- vii) The Bid security shall 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 the terms and conditions of this document; **or**
 - ii. Fails to furnish Performance Guarantee in accordance with this document; or
 - iii. If the blacklisting proceedings under applicable laws has been initiated and the bidder is declared blacklisted after due process of law by any department of entity accordingly.

**2.3.6. 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.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity as per PPR-14.

**2.3.7. Format
and Signing of
Bid**

- i) The Bidder shall prepare a bid in the light of terms and conditions of these documents.
- ii) The Bidder shall authorize a person/ person for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.

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

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. Single stage two envelop process for contract selection as provided in rule 38 of PPR-14 shall be followed.
- ii) The inner and outer envelopes shall:
- iii) be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
- iv) 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 the date specified in the Bid Data Sheet, pursuant to ITB Clause
- v) 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”.
- vi) 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.
- vii) This procurement shall be followed by 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

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single envelope called the Bid. Each Bidder shall submit his bid as under:

- viii) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.
 - ix) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
 - x) (c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in BDS.
 - xi) 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.
 - xii) If all envelopes are not sealed and marked as required by ITB or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.
 - xiii) Signed and stamp all the documents enclosed with the bid including bidding documents.
 - xiv) Bidder shall prepare and submit a separate bid against each lot clearly stating the name of the lot.
- 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. Bids received through courier services shall not be entertained.

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- ii) The Procuring Agency may, at its discretion extend this deadline for the submission of Bids by amending the Bidding documents as stated in these bidding documents and in such 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.

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 will be 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 this documents.
- 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 as provided in these documents.
- 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 Committee

- i) The Bid Opening Committee will open all Bids lot wise, 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

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time, specified in the **BDS**. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance. Further, submitting of signed & stamped bid shall be considered that the bidder has read, understand, acknowledge all the contents/terms and conditions of this bidding documents and the bidder shall not object the conditions of this bidding documents at any forum or court after submission of its bid, subsequently.

- 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" or: MODIFICATION" 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) The Procuring Agency will open the Technical Proposals lot wise 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.
- v) 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) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
- vi) 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

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read out the correct information contained in the Bidder's Bid.

- vii) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder.
- viii) The Procuring Agency shall prepare minutes of the Bid opening lot wise. 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.
- ix) 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.

**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.
- 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) 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) For assistance 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. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered. Moreover, Procuring Agency may at any stage ask any clarification from the bidder about its/ their previous conduct in a contract (s), any penalty, successful completion of the contract (s) details about the status of the bidder and in case the bidder refuse to provide such

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documents/record, the Procuring Agency may reject its/their bid in addition to forfeiting its/their bid security.

- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. 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 provisions of this documents.
- 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 or terms & conditions and related material;
 - c) All securities requirements;
 - d) Tax requirements;
 - e) Terms and conditions of bidding documents.
 - f) Change in the ranking of the Bidder

**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 after recommendation of notified committee by Procuring Agency may be rectified.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to conditions of this documents. For purposes of these Clauses, a 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, Applicable Law, Taxes and Duties & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procurement Agency's determination of a Bid's responsiveness is to be

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based on the contents of the Bid itself without recourse to extrinsic evidence.

- iv) If a Bid is not 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 lot wise:
 - a) Meets the eligibility criteria defined in relevant clause;
 - 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 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 Technical Evaluation Committee 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 Technical Evaluation Committee shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Technical Specifications, 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 lot wise, the Technical Evaluation Committee 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: -

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- 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.

**2.5.7.
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, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

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**2.5.6. Post-
Qualification &
Evaluation of
Bids**

- i) The Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & other conditions of this documents.
- 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 these documents" conditions, 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 Technical Evaluation Committee will **technically evaluate** the received bids as per Technical Specifications required and declare the responsive bidders.
- iv) The financial evaluation of a Bids will be on the basis of form of Price Schedules/ Financial Bid Form which are enclosed herewith lot-wise and the financial bids shall be included with all applicable taxes. The lowest bidders shall be awarded with the contracts as per terms and conditions of bidding documents.

**2.5.7.
Contacting the
Procuring
Agency**

- i) 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.

**2.5.8.
Grievance
Redressal**

- i) Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- ii) 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

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procurement laws, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.

- iii) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of its Bid may lodge a written complaint concerning his grievances not later than five (05) days after the announcement of the technical evaluation report. However, the Procuring Agency after completion of the technical evaluation process shall immediately announce the technical evaluation report. The report may be uploaded on the website of PPRA. Any grievance by the bidder received later than prescribed time i.e., five days by the Procuring Agency in regard of technical evaluation of the bids shall be rejected *in-limine*. However, the bidder may file any complaint/ grievance against the final evaluation report/ highest offered price results/ bid (at the time of public procurement) to the extent of financial bid acceptance within ten (10) days. Nevertheless, the bidder could not raise any objection against the technical evaluation at the time of grievance submission against the final evaluation report/ highest offered price results.
- iv) 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.
- v) Only the bidder (who participated in the bidding process) may submit its/ their grievances (against technical or final result/evaluation).

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. However, such intimation shall not construe any legal right in favor of the bidder for award of the contract.
- ii) Upon the successful Bidder's furnishing of the Performance Guarantee as required vide these documents the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge

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its Bid security as provided in aforementioned clauses.

**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 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 above clause(s) shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under applicable laws such as PPRA Laws/ rules. After that, the Procuring Agency may decide to award the contract to the next graded (highest bidder) evaluated Bidder, keeping in view the Bid validity time, or call for afresh financial Bids/ proposals from the technical qualified/ responsive bidders keeping in view the concept of value for money. However, in second round of financial bid the bidder who failed to submit performance guarantee in first round shall not be called/ allowed to participate subsequently.

**2.6.3. Signing
of Contract**

- a. 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.
- b. The successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency within seven days or as required by the PW&PD.

**2.6.4. Award
Criteria**

- i) Save as otherwise in these bidding documents and PPR-14 Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be technical responsive and has been determined to be the lowest financial evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

**2.6.5.
Procurement**

- i) The Procuring Agency reserves the right at the time of contract award to revise/ change any terms and

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**Agency's Right
to revise any
condition at
Time of Award
2.6.6.
Procurement
Agency's Right
to Accept or
Reject All Bids**

condition provided in this document without any change in offered/ locked price.

- i) 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 signing of the contract.
- 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**

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 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 PW&PD; 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

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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.”*
- vi. Moreover, if the bidder has concealed any material evidence like fine, penalty, imposing of LD, forfeiting the bid security/performance guarantee or displeasure notification, letter from any Procuring Agency or entity, his bid may be re-evaluated/ rejected.*

ii) Blacklisting & Debarment:

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

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- iii) Furthermore, Bidders must keep themselves aware of the provisions stated in PPRA Act, 2009 and Rules, 2014 regarding blacklisting procedure that shall be followed in this process in case any bidder/ contractor found involve in corrupt practice or any other act/ omission prescribed therein.

**2.6.9. Quantity
and volume of
the goods to be
considered in
mind
[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/ time of contract.
 - 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.

Section-III. Requirement/ Scope of Desirable/ Specification

Punjab Wildlife and Parks Department, Rawalpindi (PW&PD) intends to procure following distinct goods/ food for the animals/birds of *Assistant Director Wildlife Park Loi Bher, Rawalpindi*

Framework contracts lot wise with the technically responsive bidders and whose financial bids are found as the lowest evaluated bids shall be signed for a specific time period (approximately for one year/ extendable) that shall be decided at the time of signing of Contract. Detailed document, specifications/ Scope of Services/ terms and conditions for each lot (*which is integral part of this bidding document*) will be shared/ handed over only with those interested bidders who shall deposit the bidding document fee PKRs. 3,000/- (non-refundable) in the shape of Pay Order made in favor of **“Assistant Director Wildlife Park Loi Bher, Rawalpindi”**, The process of procurement shall be single stage two envelopes and bids shall be evaluated separately as per terms and conditions/ evaluation criteria provided herewith the bidding documents.

Section-IV: Bid Data Sheet

4.1. Bid Data Sheet

The following specific data for the required to complement, supplement, or amend under the provisions provided in the Instructions to Bidders (ITB). Whenever, there is a conflict, the provisions herein (Bid Bata Sheet) shall prevail over those provided in ITB.

Introduction
NAME OF PROCURING AGENCY; PUNJAB WILDLIFE AND PARKS DEPARTMENT
Name of Project, Estimated Cost and Bid Security; Lots here below;
<p>i) Supply of Goods /Food with estimated cost Rs. 12.00 million and bid security 4% of the estimated cost.</p>
<p>For clarification purposes, the Employer's address is: <i>Assistant Director Wildlife Park Loi Bher, Rawalpindi</i> of PW&PD, Rawalpindi. Phone #: 051-8469687, Requests for clarification shall be received by the PW&PD seven (07) calendar days before to the closing date of the bids.</p>
<p>Language of the bid – English</p>
Bid Price and Currency
<p>The price offered against each bid shall be for the preferred site in Assistant Director Wildlife Park Loi Bher, Rawalpindi in accordance with the Schedule of Requirements and all payable taxes shall be the responsibility of the bidder/ contractor.</p>
<p>The price shall be in Pak Rupees (including all taxes) and shall be fixed subject to verification.</p>
<p>Performance Guarantee = 10% (06% in shape of Cash & 04% in Shape of Call Deposit) of the offered financial bid/ contract of relevant Tender.</p>
Preparation and Submission of Bids
<p>Single Stage Two Envelop procedure for selection of Contract shall be followed</p>
EVALUATION CRITERIA:
Eligibility Criteria: (Mandatory Requirements):
<p>The bidder has to fulfil all mandatory requirements detailed below, in order to Technically Qualify for the assignment. The interested bidder/Contractor has to provide documentary evidence(s) against the below mentioned requirements in addition to all other as required through this bidding documents:</p>
<p>a. Legal Status of the bidder(s) such as (Incorporation Certificate (<i>showing its location and the date of registration</i>), Partnership Deed or Form C/D (whichever is applicable) Affidavit and affidavit on Non-Judicial Stamp paper of Rs. 200 in case of Sole Proprietorship)</p>
<p>b. Proof of valid Income Tax Registration (NTN)</p>
<p>c. Proof of valid Punjab Sales Tax/ General Sales Tax</p>

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- d.** Proof of Registration with Punjab Food Authority {Except Supply of Fodder (Green & Dry)}
- e.** Proof of valid Professional Tax Certificate.
- f.** Bid Security attached with Technical Bid/proposal which shall be 4% of the estimated cost/ price for each lot separately.
- g.** Audited Financial Statement or Bank Statement as required below.
- h.** Past experience of supply of food items as required below.
- i.** Signed & stamped bidding document including all attachments (all type of appendices & statements).
- j.** Average Annual Turnover as required below.
- k.** Affidavit on stamp paper amounting to Rs. 200/- to the effect that:
 - i.** The bidder meets the Eligibility Criteria provided in these bidding documents. Bidder is not currently blacklisted by the Procuring Agency or by any Department/ Entity/ Court or Tribunal throughout the Country/ Pakistan and in case of an international bidder from anywhere in the World.
 - ii.** The documents/photocopies provided with Bid are authentic.
 - iii.** In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per applicable Law/ Rules in addition to criminal proceedings.
 - iv.** All provided information are correct.

Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit Receipt (CDR) in favor of **“Assistant Director Wildlife Park Loi Bher, Rawalpindi Punjab Wildlife and Parks Department** having its **validity 180 days** from the date of opening of bid that shall be **annexed with the technical proposal (bid)**.

Bid Validity Period: 180 days after the date of opening of bids/ extendable period.

Deadline for **Bid Submission: 24th June 2024** no later than **0930 Hours**

Time, Date, and Place for Bid Opening: 24th June 2024 at 1000 Hours in Deputy Director Wildlife Rawalpindi Region Office. However, in case of said bid opening/ closing date, the office is closed due to public holiday etc. the next working day shall be considered as the bid submission/ opening date and there would be no change in the time as provided above.

Bid Evaluation

Criteria for technical evaluation shall be as provided in these documents lot wise and Lowest financial bids/ offers shall be accepted against each lot of the technically responsive bidders. Bid's value shall include all applicable taxes if otherwise not provided and the bidders/ contractors shall be responsible of any kind of taxes during the life of the contracts.

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Contract Award

The Bidders, whose financial bids found the Lowest evaluated bid (lot-wise) among the technically responsive bidders as per requirement of these documents, may be called for the signing of the contract. Terms and conditions of the contract may be revised as per the requirement of PW&PD at the time of signing of contract. In case the successful/ lowest evaluated bidder does not meet the required conditions or refuse to deposit performance guarantee or declared irresponsible due to any reason, the PW&PD/ Procuring Agency reserved the right to call the next responsive/lowest bidder for contract award subject to match with the cost of lowest bid, if PW&PD deems so and if his bid is otherwise acceptable to the PW&PD. However, no bidder can claim for contract in any case.

Note:

1. Original CNIC, in case the owner of the firm/company and the valid authorization letter & CNIC from the bidder to its representative is required in order to attend the pre-bid or bid opening meeting on bidder's behalf.
2. To qualify, the bidder pass/comply with the technical Evaluation Criteria is necessary.
3. Supporting Evidence shall be provided for each criterion (where applicable/ required)
4. PW&PD has right to delete / add / review / any terms and condition or item / scope of work at its own level at any time in accordance with applicable laws at any time.

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4.2. EVALUATION CRITERIA

Disclaimer; following terms and conditions are in addition to the other terms and conditions provided in these bidding documents and mutatis mutandis applicable in each following lots jointly and severally. However, in case any condition of bidding documents found confronted with the following condition than the condition provided herein below shall prevail having overriding affect.

Note; Attested copy(es) of the contract(s)/ supply order(s)/ work order(s) with satisfactory certificate/ note issued by the procuring agency or completion report/ full payment note(s)/ receipt(s) of the contracts should be attached to prove the experience and without such evidence the any documents/ bids shall not be considered for evaluation in all below lots.

LOT#1: TERMS AND CONDITIONS FOR FRAMEWORK CONTRACT OF SUPPLY OF Goods/FEED IN Wildlife Park Loi Bher, Rawalpindi

Technical Evaluation Criteria

The bidder/ firm will submit documents for technically qualification as given below:
Total marks=100, Qualifying marks = 70

Sr. No.	Requirement	Qualifying marks	Total marks
1	Bank Statement/ Audited report of last 3 years (w.e.f January 01, 2021 to December 31, 2023)	i. 20 marks for bank balance Rs. 6.000 million or above in all three years. ii. 14 marks for bank balance of Rs. 4.000 million up to Rs. 5.999 million in all three year. iii. 7 marks for bank balance of Rs. 2.000 million and up to 3.999 million in all three years. iv. Less than 2.000 million bank balance in any year; the bid shall be treated as non-responsive and rejected.	20
2	Average Annual Turnover (ATO) of last 3 years (w.e.f January 01, 2021 to December 31, 2023)	1. 15 marks for ATO of Rs. 6.000 million or above in all three years. 2. 10 marks for ATO of Rs. 4.000 million up to Rs. 5.999 million in all three year. 3. 05 marks for ATO of Rs. 2.000 million and up to 3.999 million in all three years. 4. Less than 2.000 million ATO in any year; the bid shall be treated as non-responsive and rejected.	15

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3	Employees required for Implementation of Contract	<ul style="list-style-type: none"> i. 10 marks for 05 or above number of employees. ii. 08 marks for 04 number of employees. iii. 06 marks for 03 number of employees. iv. 04 marks for 02 number of employees. v. No marks for less than 02 number of employees. In this case the bid shall be considered non-responsive. <p>Note; Name and copies of original ID cards of the Employees must be attached with the bid(s) along with contracts of employees.</p>	10
4	No. of contracts for supply of food (at least amounting to Rs.7.00 (Seven) million for each contract)	<ul style="list-style-type: none"> i. 25 marks for more than 05 numbers of contracts. ii. 20 marks for 04 numbers of contracts. iii. 16 marks for 03 numbers of contracts. iv. 12 marks for 02 numbers of contracts. v. No marks for less than 02 number of contracts and the bid(s) shall be considered as non-responsive. 	25
5	Specific experience through contract agreement for supply of food items to Wildlife Animals/birds. (Each contract should be the value of at least Rs= 5.000 (Five) million) for each contract.	<ul style="list-style-type: none"> i. 20 marks for more than 04 numbers of contracts for food supply. ii. 16 marks for 03 numbers of contracts. iii. 12 marks for minimum 02 numbers of contracts. iv. No marks for less than 02 number of contracts. However, this is not a knock down criteria and is considered as a preferable condition. 	20
6.	Vehicle registration for the supply of Ration / Any Tender Items of the bidder or blood relative	<ul style="list-style-type: none"> a. 10 Nos, for 02 Nos. Vehicles registration b. 05 No. for 01 No. Vehicle c. No marks for less then 01 registration of vehicle 	10

Terms and conditions:

1. Any person or his family member from management of Wildlife Park Loi Bher, Rawalpindi / PW&PD will not be allowed to participate in tendering process, if found, tender will be cancelled at any stage and bid security will be forfeited.
2. Period of Contract will be one year only from 1st July 2024 to 30th June 2025 extendable as provided in GCC/ SCC.

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3. Successful Bidder shall be required to sign the contract agreement within seven days on **E-stamp** paper after the approval of the contract from the competent authority. All expenses in this regard shall be borne by the Bidder otherwise the contractor shall not be allowed to continue and security or first installment will be forfeited.
4. Final approval of tender will be given by the Director General Wildlife and Parks, and then work order will be issued.
5. The Successful bidder/ contractor shall deposit 06% in shape of cash in **the Office of The Assistant Director Wildlife Park Loi Bher, Rawalpindi**. This amount will be utilized in case of any emergency caused by delay, non-delivery or less delivery of GOODS /FEED from the contractor to fulfill the requirement of the Animals/birds. The contractor may also be fined if such situation is created by fault of contractor. While the remaining amount of performance guarantee will be in the shape of CDR (4% in Shape of CDR) to the **Assistant Director Wildlife Park Loi Bher, Rawalpindi**.
6. Successful bidder/ contractor shall provide name and addresses of his representatives and all staff.
7. Contractor will bring Fodder (Green & Dry), GOODS & FEED OR any other Tender Items in fresh and fine condition which will be inspected by **Assistant Director Wildlife Park Loi Bher, Rawalpindi** or his representatives.
8. Deputy Director Wildlife Rawalpindi Region OR *Assistant Director Wildlife Park Loi Bher, Rawalpindi* or their representatives will be authorized to inspect, accept and reject the supplied Fodder (Green & Dry), GOODS & FEED OR any other Tender Items with sound reasons. Fodder (Green & Dry), GOODS & FEED OR any other Tender Items will be provided on time and if the contractor delays the supply or provide low quality or quantity of required Fodder (Green & Dry), GOODS & FEED OR any other Tender Items, the contractor will be fined Rs. 5000/- to Rs. 10000/- by the Procuring Agency (Deputy Director Wildlife Rawalpindi Region OR *Assistant Director Wildlife Park Loi Bher, Rawalpindi* or their representatives). If the number of fine in a month reaches 12, then tender may be recommended for cancellation and security will be forfeited and the contractor will be blacklisted.
9. The Fodder (Green & Dry), GOODS & FEED OR any other Tender Items provided by the contractor will be examined/inspected by the Deputy Director/ Veterinary Officer/ representative/committee. If any conflict is found then the final decision will be made by the Deputy Director Wildlife, Rawalpindi Region.
10. The contractor will be responsible for the supply of Fodder (Green & Dry), GOODS & FEED OR any other Tender Items until the approval of the tender for the next financial year. If the contractor disobeys fails this condition, then cost of that supply shall be deducted through performance guarantee.
11. If the contractor fails to provide quality Fodder (Green & Dry), GOODS & FEED OR any other Tender Items, then Procuring Agency/Deputy Director Wildlife Rawalpindi Region OR Assistant Director Wildlife Park Loi Bher, Rawalpindi will provide time of three (3) hours for replacement of such Fodder (Green & Dry), GOODS & FEED OR any other Tender Items of good quality. Otherwise, the procuring agency will purchase the Fodder (Green & Dry), GOODS & FEED OR any other Tender Items for that day from the amount of the Cash Security and also has the right to fine Rs. 5000/- to Rs. 10000/-. In this case final decision will be of Procuring Agency/Deputy Director Wildlife Rawalpindi Region.

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12. If the Contractor fails to supply Fodder (Green & Dry), GOODS & FEED OR any other Tender Items for 03 days consecutively or such supply is rejected due to low quality Fodder (Green & Dry), GOODS & FEED OR any other Tender Items) the tender may be cancelled and in such case performance guarantee shall be cashed in favor of Procuring Agency besides and the contractor will be blacklisted.
13. If the representative from the contractor misbehaves with the management or deviates from his duties, the management has the right to fine Rs. 5000/- to Rs. 10000/-. Contractor will be responsible to submit bill at the end of the every month.
14. All the staff of contractor must wear hygiene uniform and the health fitness report of staff will be submitted by contractor after every six months.
15. The Bidder shall have to comply with directions of the authority in connection with periodic upkeep of the of the premises and surrounding areas. Cleanliness of the area should be ensured by contractor. He shall not cause nuisance to the neighbors or the visiting public.
16. The Bidder shall accommodate all his stock/activities inside the allocated premises and shall not make any encroachment outside except for loading / unloading and general public movement.
17. Maintenance in respect of repair and upkeep etc will be carried out by the Bidder at its own expense.
18. Contractor shall at all the times keep the authority indemnified against all claims, demand, suits, damages, charges and expenses which Zoo may sustain or incur in consequences of any injury to any person or to any property resulting directly or indirectly, from any act of omission, or commission on part of contractor, or his/herself employee(s), in the conduct of business for the purpose of which this contract is granted. Decision of authority in all such cases will be final and binding on the contractor.
19. Contractor will ensure that Food items are fresh and not expired and follow all SOP's as approved by Punjab Food Authority. The contractor, while allowing visitors in the food court area Shall also be directly responsible for any kind of damage, theft or any unavoidable circumstances happened. No rebate, concession or adjustments will be offered.
20. If any employee is declared undesirable by the zoo management, the Bidder will be required to terminate the employee and the person will not be allowed to enter the Zoo.
21. The Bidder shall be required to employ healthy and ethical employee to work at the food court and shall submit the address, photographs and photocopies of their identity cards to the Zoo office before starting the contract. So that card can be issued to them, no employee will be able to work without the card. It will be necessary for these employees to wear the uniform approved by the zoo management and the contractor will be responsible for providing the uniform.
22. In the event of such dispute, the matter shall be referred to the authority for arbitration and mediation, whose decision shall be final and both parties shall be bound to accept the decision.
23. If the Bidder is unable to pay any dues during the contract period, then these dues will be recovered as government money by the zoo administration in accordance with the govt. law. And in case of completion of the contract, the dues will be recovered from the security money/performance guarantee.

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24. The Bidder will protect its own equipment, management will not be responsible for any damage to the Bidder or management will not provide any place to keep the equipment.
25. In the case of consent of both parties, the Chairman of the Captive Wildlife Management Committee shall be authorized to modify one or more of the conditions on the recommendations of the authority of the Zoo and shall take the final decision.
26. Any other matter connected that has not been specified in the contract shall be dealt with and decided by the authority after affording the opportunity of hearing. The Bidder shall abide by such decision and shall not go in litigation against such decision before arbitration.
27. In case of any natural calamity, the damages caused so far to the contractor's property shall not be the responsibility of the zoo authorities and no rebate whatsoever shall be given to the contractor.
28. Estimated quantity of Fodder (Green & Dry), GOODS & FEED OR any other Tender Items which is described in financial bid form required to be supplied in Loi Bher Park in fresh and hygienic/ good conditions throughout the contract period on daily basis at the price agrees between the parties through framework contract.
29. The Contractor will be responsible to supply Fodder (Green & Dry), GOODS & FEED OR any other Tender Items on the relevant Point of the Wildlife Park Loi Bher, Rawalpindi.
30. During the Eid Holidays / Muharram Holiday or during the Strick & road Blockage, contractor will be responsible to supply Ration / any other tender items on time.

Section-V: General Conditions of Contract

1. Definitions

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

- a. “Applicable Laws/ Rules” means the laws/ Rules of Islamic Republic of Pakistan/Punjab, as they may be issued and enforced from time to time.
- b. “Authority” means Punjab Wildlife and Parks Department, Lahore.
- c. “Bidder” means who accept all the terms & conditions of these bidding documents and submit its bid and participate as a competitor in the process of this procurement
- d. “Bid” means a tender or an offer, in response to this invitation by a person, consultant, firm, company or an organization, consortium/ joint venture (if allowed) expressing his or its willingness to undertake to complete this procurement/ task at a price decided between the parties accordingly.
- e. “Bid Security” means the bank guarantee or other form of security submitted by a bidder together with a bid to secure the obligations of the bidder participating in a bidding proceedings
- f. “Blacklisting” means debarring the bidder/ Contractor to participate in any procurement process on any ground provided in the document and uploaded its status on PPRA website or any other procurement site of the country/ world as blacklisted.
- g. “Committee” means any committee notified by the Procuring Agency for opening, technical or financial evaluation of the bids may be received in this procurement process and any other type of Committee.
- h. “Conflict of Interest” means
 - i. where a bidder/Contractor could be perceived as providing biased professional advice to a Procuring Agency to obtain an undue benefit for himself or those affiliated with him;
 - ii. receiving or giving any remuneration directly or indirectly in connection with the assignment except as providing in the contract;

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- iii. any engagement in consulting or other procurement activities of a Contractor that conflicts with his role or relationship with the Procuring Agency;
 - iv. where an official of Procuring Agency engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement in a direct or an indirect
-
- i.** “Contract” means the agreement entered into between the PW&PD and the bidder/Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - j.** “Contract Price” means the price payable by the Contractor to the Authority under the Contract for the full and proper performance of its contractual obligations.
 - k.** “Competent Authority” means the officer(s) empowered to approve the bidding process and the contract on behalf of PW&PD.
 - l.** “Company” means a company registered or deemed to be register under companies Act, 2018 or under any other authority or foreign company registered in Pakistan.
 - m.** “Contractor” means a legally established professional firm/ company/ or entity that may provide(s) the goods or services to the client under the contract
 - n.** “Corrupt & Fraudulent Practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty. ; it may include any of the following:

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- i. Coercive practice by impairing or harming or threatening to impair or harm, directly or indirectly, any party or property of the party to influence the action of the party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii. Collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the Procuring Agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- iii. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to 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, person or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process;

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- o.** “Day” means calendar day and “Year” means calendar year if otherwise not provided.
- p.** “Firm” means a firm register or deemed to be register with the office of registrar.
- q.** “GCC” means the General Conditions of Contract contained in this section.
- r.** “Lot” means a collection or group of objects, items, things, desirables, works, services, or set of things required by Procuring Agency through this process, bidding documents and evaluated technically as per prescribed evaluation criteria.
- s.** “Performance Guarantee” means the bank guarantee or other form of security submitted by the contractor to secure obligations under the contract in accordance with the requirement in the bidding document
- t.** “Province” means Punjab Province.
- u.** “SCC” means the Special Conditions of Contract.
- v.** “Services” means the work to be performed by the firm/company or entity pursuant to the contract or any ancillary services related to supply of required goods, such as transportation and insurance.
- w.** “Supplier” means the contractor or goods/ services supplier or any person on behalf of contractor for supplying of required goods in the Loi Bher Park/ destination under the contract.
- x.** “Procuring Agency” means PW&PD or any other authorized officer of the department
- y.** “Punjab Wildlife and Parks Department” means the organization intends to procure different goods for animals/Birds of Loi Bher Park at Rawalpindi
- z.** “The Project Site,” where applicable, means the place or places named i.e. Loi Bher Park, Rawalpindi in SCC or directed by the PW&PD.

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aa. “Working Day” mean day when office is not closed due to any public notified holiday

bb. “Work” means all such work required or may be required by PW&PD through this process of framework Contract.

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.

4. Standards 4.1. The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and terms and conditions of the contract.

5. Use of Contract Documents and Information; Inspection and Audit by the Procuring Agency. 5.1. The Contractor shall not, without the Procurement 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 Contractor 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 Contractor shall not, without the Procurement Agency’s prior written consent, make use of any document or information enumerated in GCC Clauses except for purposes of executing the Contract.

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

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

7. Performance Guarantee 7.1. Within seven (07) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the

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Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & SSC.

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

7.3. 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) a Bank call-deposit (CDR) issued by a reputable bank located in the Procurement Agency's country.

7.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor'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.

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

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its representative prior to the Goods' shipment from the country of origin.

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

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

10. Incidental Services 10.1. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (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; and

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
- (ii) original price of goods.

11. Warranty The Supplier warrants that the Goods supplied under the Contract are not contrary to the specification/ requirement. 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.

12. Payment 12.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

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12.2. 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, and upon fulfillment of other obligations stipulated in the Contract.

12.3. 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.

12.4. The currency of payment is a per BDS.

13. Prices 13.1. 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.

14. Change Orders 14.1. The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC, make changes within the general scope of the Contract, quantity or items and the place of delivery; and/or
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.

15. Contract Amendments Subject to GCC, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties.

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

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- 17. Delays in the Supplier's Performance**
- 17.1. 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.
- 17.2. 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.
- 17.3. Except as provided under GCC Clause, 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, unless an extension of time is agreed upon pursuant to GCC Clause without the imposition of liquidated damages.
- 18. Liquidated Damages**
- 18.1. Subject to GCC Clause, 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.
- 19. Termination for Default**
- 19.1. 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;

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(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:

(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:

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

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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

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.

**19. Termination
for Insolvency**

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.

**20. Termination
for Convenience**

Procuring Agency, by written notice sent to the Contractor, 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 Procurement Agency's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

**21. Resolution
of Disputes**

21.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Contractor 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.

21.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the Director General of PW&PD being the sole arbitrator in such case. However, the sole

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arbitrator may decide the dispute himself or refer it to any committee dully notify for this peruse. The contractor shall follow the directions/ decision of the sole arbitrator or the committee what the case may be.

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

23. Notices 23.1 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.

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

24. Taxes and Duties 24.1. Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the contract. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be discussed between the parties and shall be decided in accordance with applicable law by the authority/ Procuring Agency. However, in any case PW&PD shall not liable or responsible for any type of tax and it shall be deducted from the Contractor's securities.

25. Extension in Contract period {where applicable} Initially the contract will be for a period of (1) one-years. However, the same may be extended by the competent authority, on the satisfactory performance by the contractor for further, on the rate & TORs decided at the time of extension. Extension in the contact agreement shall be the discretion of the DG PW&PD and the contractor has no right to claim further extension as a matter of right.

Section-VI. Special Conditions of Contract

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: Punjab Wildlife and Parks Department

GCC 1.1 (h)—The Procurement Agency's country is: Pakistan

GCC 1.1 (i)—The Contractor is: After due process accordingly

2. Period of Contract and extension of period:

The contract duration will be one (01) year initially (extendable for a further period on the satisfactory performance of the contractor) starting w.e.f the date of agreement. However, extension may not be claim as a legal right by the contractor and it is the sole right of the Director General of PW&PD.

3. Execution and Delay penalty.

The successful bidder shall start the services within 03 days after signing of contract agreement. However, in case of delay of start of the services beyond 03 days, Rs. 2000/- per day penalty shall be applicable.

The management of Loi Bher Park shall have the power to recommend cancellation of the contract on seven days' notice in public interest for administrative reasons or unsatisfactory performance.

4. Violation of any condition of the contract may result in cancellation of the contract without notice and forfeiture of the security deposit / performance guarantee.

5. Special Conditions;

- i. The Bidder shall not be permitted to transfer the contract to any other person or party, if found to be so the contract shall be cancelled and the security amount will be forfeited in addition to blacklisting of the contractor.
- ii. In case of default of contractor to discharge his obligations under the contract for any reason, then, without prejudice to the claims of the Department against the contractor, the Department shall be entitled to recover from the performance guarantee, not only the amount including charges, dues and fees which may have become due under the contract, but also the cost of re-bid/ procedure in this regard.

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- iii. The contractor shall ensure daily supply of the food to the animals/ birds in time as decided/ required by the administration of the Loi Bher Park throughout the period of the contract on the same price/ cost without compromising the quality of the food. In this regard no excuse to supply of daily food shall be accepted as delay or holiday to supply food directly affect the health/ life of the animals/ birds which cannot be compromise in any case. In case of default/ fail to supply daily food the Procuring Agency may terminate the contract at once without notice and initiate legal action against the contractor.

6. Inspection

Physical inspection of the bidder/ contractor firm/ organization/office/ sights or place(s) may be conducted by the Department during the period of the contract or before signing of the contract and in such case if PW&PD deems so, Third Party Validation or inspection/ tests from any other government department (s) may be conducted on Contractor's risk/cost.

7. Notices

Procurement Agency's address for notice purposes: Punjab Wildlife and Parks Department....., Lahore.

Section-VII. Schedule of Requirements

7.1 Schedule of Requirements

Location	Delivery Time Period
LOI BHER PARK Punjab Wildlife and Parks Department	Contractor shall be required to start the services within three (03) working days after signing of Contract or as prescribed in the contract agreement.

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8.2 Undertaking

I _____ S/O _____ CNIC # _____
resident of _____ on behalf of (Name of
bidder/Contractor/JV/ Consortium) address
_____ being its
_____ (*designation*) declares solemnly on oath that all the
information/ documents deposited/ attached with the bidding documents are
true and genuine.

The bidder/ undersigned has read and understand all the terms & conditions
of the bidding document/ amendments etc. and accept each and every
condition thoroughly.

The bidder/company/ undersigned has no objection on any term & conditions
of the entire bidding documents and shall never challenge these term &
conditions after submitting of our bids before any court/forum. I/ we /
undersigned shall follow the instructions of PW&PD regarding this bidding
process till the completion of this assignment.

All above contents are true and fair to the best of my knowledge and behalf.

Notarized this _____ day of 20_____

Signature: _____

Stamp: _____

Note: Bidder/Contractor is required to fill this undertaking and submit with
your bid and in case of failure bid shall be rejected straight forward.

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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) Audited Financial Statement Attachment/Income Tax Returns

Yes	No
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b) Details of Experience

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

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

8.6. Affidavit

[To be printed on PKR 200 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 i.e PW&PD]* 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 *[PW&PD]*. The undersigned further affirms on behalf of the firm that:

- (i) The firm is neither currently blacklisted by any Department nor any litigation is pending before PPRA/Competent Authority/Procuring Agency or any other court of law competence in this regard against any such blacklisting order.
- (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) The bidder/firm has never been punished by any Department/PPRA/ Court on the ground of non-fulfilment of the contract/ obligations or its bid security/ performance guarantee has been forfeited or LD imposition and in case of any punishment undersigned has already stated in my bid specifically where required.

[Name of the Contractor/ Bidder/ Contractor] 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 letterhead. To be attached with Technical Bid]

To:

[Assistant Director Wildlife Park Loi Bher PW&PD, Rawalpindi]

WHEREAS *[name of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. *[Reference number of the contract]* dated _____ 20____ to supply *[description of services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Contractor’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, 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 Contractor 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 _____20_____.

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

8.9. Contract Form

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

THIS AGREEMENT made on the ____ day of _____ 20____ between *Punjab Wildlife and Parks Department* (hereinafter called “the PW&PD”) on the one part and *[name of Contractor]* of *[city and country of Contractor]* (hereinafter called “the Contractor”) 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 Contractor 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 offered/ submitted by the Bidder;
 - (b) the Terms and Conditions;
 - (c) the Technical Specifications & Scope of Services;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procurement Agency’s Notification of Award.
 - (g) Contract agreement
 - (h) Complete Bidding document
 - (i) The clarifications provided to the Contractors
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to provide the goods and services and to rectify pointed observations therein in conformity with all respects in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with applicable laws in Punjab/Pakistan the day____ and year_____ mentioned above and the discretion of competent authority i.e Director General Wildlife & Parks shall has the exclusive jurisdiction to adjudicate upon any matter arising out during this contract.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency/ PW&PD)

Signed, sealed, delivered by _____ the _____ (for the Contractor)

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8.11. Bid Security Form

*[To be signed & stamped by the Bidder 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”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound onto PW&PD (hereinafter called “the Procuring Agency”) in the sum of for which payment will and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

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 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;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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 of the bank]

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Financial Bid Firm/ Price Schedule for Supply of GOOD/FEED

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

Sr. No	Item Name	Specifications / dimensions	Quantity	Estimated Price per Kg	Offered Price Per Kg	Total Price (in words) without taxes	Total Price (in Figures) without taxes
1.	Apple (Desi)	Fresh and Fine Condition	1908				
2.	Banana (good quality)	Fresh and Fine Condition	1098				
3.	Cabbage	Fresh and Fine Condition	<i>As per requirement</i>				
4.	Carrot	Fresh and Fine Condition	<i>As per requirement</i>				
5.	Cucumber	Fresh and Fine Condition	<i>As per requirement</i>				
6.	Garma (at least 4 kg)	Fresh and Fine Condition	<i>As per requirement</i>				
7.	Guava	Fresh and Fine Condition	<i>As per requirement</i>				
8.	Maize Bhutta	Fresh and Fine Condition	<i>As per requirement</i>				
9.	Melon (at least 1 kg)	Fresh and Fine Condition	<i>As per requirement</i>				
10.	Milk (half Liter) Nestle / Haleeb / Olpers)	-	613				
11.	Onion dry	Fresh and Fine Condition	<i>As per requirement</i>				
12.	Bajra	Fresh and Fine Condition	2201				
13.	Poultry feed (Big bird/National/High Tech No.1 Bird Mesh:2 Chick	Fresh and Fine Condition	16552				

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	Starter 3 surrounding						
14.	Mix Dana	Fresh and Fine Condition	<i>As per requirement</i>				
15.	Ice	Fresh and Fine Condition	24600				
16.	Parched grams	Fresh and Fine Condition	5178				
17.	Gur	Fresh and Fine Condition	605				
18.	Monjee (moti)	Fresh and Fine Condition	<i>As per requirement</i>				
19.	Alsi	-	46				
20.	Spinach (desi)	Fresh and Fine Condition	8360				
21.	Green Chilli (Fresh)	Fresh and Fine Condition	733				
22.	Kangni	Fresh and Fine Condition	517				
23.	Water Melon (at least 4 kg)	Fresh and Fine Condition	<i>As per requirement</i>				
24.	Salt (crushed/non crushed)	Fresh and Fine Condition	280				
25.	Sunflower Seed	Fresh and Fine Condition	580				
26.	Maize (crushed/non crushed)	Fresh and Fine Condition	152				
27.	Ground Nut (Parched)	Fresh and Fine Condition	787				
28.	Broom (Tinka)	-	<i>As per requirement</i>				
29.	Beef (Katta, Katti)	Fresh and Fine Condition	3948				
30.	Bone Less (Big Animal)	Fresh and Fine Condition	148				

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31.	Dil Kalejee (big animal)	Fresh and Fine Condition	As per requirement				
32.	Fish small (500 – 800 gm)	Fresh and Fine Condition	As per requirement				
33.	Fish large (80-1000 gm)	Fresh and Fine Condition	As per requirement				
34.	Chicken (Broiler healthy)	Fresh and Fine Condition	589				
35.	Rabbit desi (alive)	--	As per requirement				
36.	Pigeon healthy (alive)	Fresh and Fine Condition	As per requirement				
37.	Tandoori roti	Fresh and Fine Condition	9118				
38.	Green Fodder	Fresh and Fine Condition	95815				
39.	Javi dry / Parali	Fresh and Fine Condition	As per requirement				
40.	Chowker	Fresh and Fine Condition	As per requirement				
41.	Khal Banola	Fresh and Fine Condition	As per requirement				
42.	Eggs	-	140				
43.	Medicine	-	As per requirement				
44.	ICC Wanda	Fresh and Fine Condition	123				
45.	Garlic	Fresh and Fine Condition	732				
46.	Ginger	Fresh and Fine Condition	As per requirement				
47.	Khurtam Dana	Fresh and Fine Condition	609				
48.	Drinker Plastic Large	-	As per requirement				
49.	Drinker Plastic Small	-	As per requirement				

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50.	Feeder Plastic Large	-	As per requirement				
51.	Feeder Plastic Small	-	As per requirement				
52.	Vim Powder	-	98				
53.	Bulb 100 Watt (Philips)	-	48				
54.	Energy Saver LED	-	54				
55.	Choonaa Khaka	-	1800				
56.	Phenyl / Dettol	-	53				
57.	Talwaar	-	As per requirement				
58.	Belcha	-	As per requirement				
59.	Kassi	-	As per requirement				
60.	Gainti	-	As per requirement				
61.	Hand Wheel Barrow	-	As per requirement				
62.	Security Lock (04 inch)	-	As per requirement				
<i>Total Price in figures including all applicable taxes; Rs.</i>							
<i>Total Price in words including all taxes;</i>							

Total bid value (against which a bid shall be evaluated) in figures.

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

Detail of all applicable taxes/duties/charges, which must be included in the rates quoted by bidder, is given as below:

Note:

- I. In case of difference between unit price and total price, unit price shall prevail and total price shall be "final".
- II. In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.
- III. A bid not compliant or excluding applicable taxes and duties shall straight away be rejected.
- IV. The financial bids shall be evaluated on Lumpsum basis and overall lowest financial bid shall be consider for award of contract awarded. However, abnormal financial coated bid against any item above may be rejected to the extent of that

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE ANIMALS/BIRDS OF WILDLIFE PARK LOI BHER, RAWALPINDI THROUGH FRAMEWORK CONTRACTS FOR FINANCIAL YEAR 2024-2025

item and the remaining quoted financial bids shall be calculated by deleting the abnormal financial bid thereafter the lowest bid shall be considered for award of contract. The abnormal financial bid means such bid which is more than 10% higher to the estimated cost of specific item.

- V. The bidder shall quote its offer price against all required items/ goods and incomplete bid may not be consider.
- VI. However, Procuring Agency may consider the bid if unintentionally any item/ Colum left blank/ unquoted/ without cost than the estimated cost of that item shall be consider and calculated accordingly.
- VII. In case the applicable taxes are not included in quoted total bid price than such bid shall be consider after including all applicable taxes such as GST in the quoted total bid price.

Stamp & Signature of Bidder: _____

Section IX- Check List lot wise

[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 Tender fee along with Bidding Documents.		
2	The Bid security must be submitted with technical proposal.		
4	Active Registration with Income Tax Authorities (National Tax Number NTN) at least three years old		
5	Copy of active Registration with Sales Tax Authorities (STRN)		
6	Copy of active Registration (Professional Tax Certificate)		
8	Experiences of similar nature performed / executed.		
9	Technical Bid Form (as per Bidding documents) on letterhead of the firm duly signed and stamped.		
10	Bid Security Form (as per Bidding documents) on letterhead of the firm, duly signed and stamped.		
12	Performance Guarantee Form (as per Bidding documents) on letterhead of the firm, duly signed and stamped.		
13	General Information Form (as per Bidding documents) on letterhead of the firm duly signed and stamped.		

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	<p>Affidavit (on non-judicial Stamp Paper of Rs. 200/-</p> <ul style="list-style-type: none"> i) The bidder meets the Eligibility Criteria/ <i>Eligible Bidders of the bidding document.</i> ii) The firm is not currently blacklisted by the Procuring Agency. iii) 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. iv) Affidavit for correction of information Form (as per form of Bidding documents) on letter head of the firm, duly signed and stamped. 		
15	<ul style="list-style-type: none"> i. Work order / supply order / purchase order of previous relevant experience. ii. Company profile. Staff list along with location and address <i>[where applicable]</i>. iii. Income Tax Returns/Audited Financial Statement, National tax number Certificate, General Sale Tax Number Certificate iv. Bidders profile Form (as per Bidding documents) on letterhead of the firm, duly signed and stamped. 		

Stamp & Signature of Bidder _____

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE ANIMALS/BIRDS OF MINI ZOO BHAKKAR THROUGH FRAMEWORK CONTRACTS

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE ANIMALS/BIRDS OF MINI ZOO BHAKKAR THROUGH FRAMEWORK CONTRACTS

Tender No: /-----/ 24th June/2024

PUNJAB WILDLIFE AND PARKS DEPARTMENT

Date: -----June 2024

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE ANIMALS/BIRDS OF MINI ZOO BHAKKAR THROUGH FRAMEWORK CONTRACTS

DISCLAIMER

1. The Punjab Wildlife and Parks Department (“PW&PD”) has prepared these bidding documents for the procurement of different goods/ food for the animals/birds in Mini Zoo Bhakkar situated at Mini Zoo Bhakkar through framework contracts. This request constitutes no commitment on the part of the PW&PD to enter into any arrangements with any bidder in respect of this proposed procurement or otherwise.
2. The information contained in these bidding documents or as may be subsequently provided to bidder (whether verbally or in documentary or any other form) by or on behalf of the PW&PD, on the terms and conditions set out in these bidding documents, are indicative only and are provided solely to assist in a preliminary assessment of the proposed procurement. Moreover, each Bid (including each lot- if any) shall be evaluated in accordance with the prescribed Technical/ Financial Criteria provided in the Bidding Documents.
3. These bidding documents do not constitute an agreement; its sole purpose is to provide interested bidders with information that may be useful for them in preparing their bids pursuant to these bidding documents.
4. These bidding documents may not be appropriate for all persons and it is not possible for PW&PD to consider the objectives and particular needs of each party, which reads or uses these bidding documents.
5. The assumption, assessment, statements and information contained in these bidding documents may not be complete, accurate and adequate or correct for the purposes of any or all bidders.
6. Each bidder shall, therefore, conduct its own due investigation and analysis, check the accuracy, adequacy, correctness, reliability and completeness of the assumption, assessments, statements and information contained in these bidding documents and seek independent professional advice on any or all aspects of these bidding documents, as deemed appropriate. However, PW&PD not under obligation to consider any such advice or opinion.
7. All information submitted in response to these bidding documents becomes the property of the PW&PD, including all business information and proprietary data submitted with all rights of communication and disclosures.
8. The PW&PD shall not be responsible for non-receipt or missing or delay of any correspondence/ bid etc., sent by the post / courier / email / fax by the bidder.
9. No decision shall be based solely based on the information provided for any statements, opinions or information provided in these bidding documents.
10. While submitting a proposal in response to these bidding documents, each bidder certifies that he/it understands, accepts and agrees to the disclaimers set forth above.
11. Nothing contained in any provision of these bidding documents, any statements made orally or in writing by the person or party/bidder/contractor shall have the effect of negating, or suspending any of the disclaimers set forth herein.
12. PW&PD reserves the right to withdraw it or cancel this bidding process or any part thereof, or to vary any of its term at any time during the completion of this process & Contract milestone or termination of such Contract signed between the successful Bidder & PW&PD without incurring any financial obligation in connection therewith.
13. PW&PD has also right to rectify any arithmetical or typo mistake at any time of this process.

Section-I: Invitation to Bids

Punjab Wildlife and Parks Department, Lahore (PW&PD) invites sealed bids from eligible bidders for:

Procurement of Following Goods/ food for the Animals/Birds of Mini Zoo Bhakkar.

- (i) Supply of tender items (Goods / Food) with estimated cost Rs. 10 million and bid security 4% of the estimated cost.

Interested eligible bidders can obtain detailed bidding documents which are available in the office of Deputy Director Wildlife Sargodha Region Sargodha of PW&PD by depositing tender fee of **Rs. 3000/- (non-refundable)** in favor of “Assistant Director Wildlife Mini Zoo Bhakkard Punjab Wildlife and Parks Department”, may also be downloaded from the website of Punjab Wildlife and Parks Department (www.pwl.gop.pk) & PPRA (www.ppra.punjab.gov.pk).

Sealed and completed technical bids in accordance with the requirement of the bidding documents must reach in this office on or before **PST 0200 hours June 24th, 2024**, which shall be opened on the **same date** in the presence of bidder’s representative (who chose to attend) at **PST 0230** hours in the office of Deputy Director Wildlife Rawalpindi Region Rawalpindi of PW&PD. Single Stage two envelopes procedure provided in Punjab Procurement Rules, 2014 (PPR-14) shall be followed in this procurement.

For obtaining any further information or clarifications, please feel free to contact at office of *Deputy Director Wildlife Sargodha Region Sargodha*

Deputy Director Wildlife Sargodha Region Sargodha

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Section-II: Instructions to Bidders (ITB)

Note: - *This procurement procedure shall be conducted in accordance with the terms and conditions provided in these bidding documents which are in consonant with Punjab Procurement Rules, 2014 PPR-14. However, where any condition of these documents is in conflict with PPR-14 the provisions of said rules shall prevail.*

2.1. Introduction

2.1.1 Scope of Bid

- i) The Procuring Agency, as indicated in the Bid Data Sheet (BDS) invites Bids for procurement of different goods as specified in these documents. The successful Bidders will be expected to complete the assignments/ provision of goods within the specified period and timeline(s) as stated in the BDS.

2.1.2 Authorization and Source of Funds

- i) The Procuring Agency named in the Bid Data Sheet has authorization and intends to procure the distinct goods/ food items for animals and birds of mini Zoo Bhakkar, through framework contracts and has enough budget for this procurement. The Procuring Agency intends to use this budget for the procurement as provided in these bidding documents from the successful bidder under the framework contracts for which the invitation to bids has been issued.

2.1.3 Eligible Bidders

- I. The Invitation to Bids is open to all persons i.e. association of firms/companies/sole proprietor registered with relevant Registration Authorities, Tax Departments/ Authorities and as provide in technical evaluation part of this bidding documents except as provided hereinafter,
- 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 this procurement 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.

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- IV. Bidders shall not be under a declaration of blacklisting by any Government department or by Punjab Procurement Regulatory Authority (PPRA) or any other Regulatory Authority of Pakistan/ Punjab or any other Forum/ Court. During the procurement Process / execution of the Contract, if the firm/ bidder is blacklisted by any Government department or PPRA, if such blacklisted bidder wants to execute the contract awarded after its blacklisting, the bidder/ firm/ contractor shall provide 100% Bank Guarantee against the awarded Contract value and in case the bidder regret to do so then the Procuring Agency may proceed with second highest evaluated bidder after termination of Contract with such bidder or may deduct any loss from the Contractor or may claim additional amount in case its Performance Guarantee /Bid Security is insufficient to satisfy the claim of PW&PD.
- V. Joint Venture, Consortium, or Association is not allowed in this procurement.
- VI. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be non-Responsive. 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 for this procurement under this Invitation for Bids, 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; or
 - 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

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE ANIMALS/BIRDS OF MINI ZOO BHAKKAR THROUGH FRAMEWORK CONTRACTS

- f) The bidder has direct relation with any other firm/ company of such kind nature regarding such type of work/ services and same is also in competition by submitting its bid in this process; or
 - g) If bidder is family member or family friend of any employee of the Procuring Agency.
- x) 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 established 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 any applicable law.
 - (f) The firm, contractor and contractor is blacklisted/ debarred by any international organization.
- xi) 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.
- xii) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

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xiii) Bidders shall submit proposals relating to the nature, conditions and modalities.

2.1.4. Eligible Goods and Services

i) All goods and related services to be supplied under the Contract, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such goods and related services.

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 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) 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) A Bidder, if acting in the capacity of sub-contractor in any Bid for this procurement shall not be eligible to submit its bid for the same.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

- i) The 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) Bidder Profile Form
 - (j) General Information Form
 - (k) Affidavit
 - (l) Bid Security Form
 - (m) Technical Bid Form
 - (n) Contract Form
 - (o) Performance Guarantee Form

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(p) 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 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) 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 at the Procurement 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 Procurement 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 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 above.
- iv) 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 as provided in this document.

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- v) 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.
- vi) 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 and by uploading same on the website of the Procuring Agency. 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. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
- vii) After pre-bid meeting no clarification may be sought from the Procuring Agency by such bidder who attend the pre-bid meeting and did not ask the clarification. Subsequent clarification requirement in such case from such bidder shall not be entertained.

**2.2.3.
Amendment of
Bidding
Documents**

- i) At any time prior to the deadline for submission of Bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a 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, and on equal opportunity basis.
- ii) 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, 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.

2.3. 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 attached with this document 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 package wise and lot-wise
- iii) The Bidder's separation of price components in accordance with ITB Clauses 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.
- ii) The Bidders must adhere to all applicable taxes (imposed by FBR/PRA/any other government organization) while offering financial bid.

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2.3.4. Documents Establishing Bidder's Eligibility and Qualification

- i) Pursuant to above clauses, 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 Procurement Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined above.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procurement Agency's satisfaction:
 - (a) that the Bidder has the all such financial, technical capability necessary to perform the contract;
 - (b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

2.3.5. 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 for feature as described in these documents.
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
 - (a) Bank Guarantee, Bank call-deposit (CDR), as prescribed in the bid data sheet.
- iv) Any Bid not secured by bid security as stated above shall 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 thirty (30) days after signing of the contract with the winner of this process. However, the bid security of those bidders shall be retained and shall not be returned who opted to file grievance before any forum/ court against bidding process/ evaluation or award of contract and the decision of such grievance is pending. The bidders who remained unsuccessful and wants to take back their bid securities; they may get their bid securities back after submitting an affidavit on a stamp paper amounting to Rs.200/- with such statement that,

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the bidder is satisfied with the bidding process and will never challenge this process before any forum/ court.

- vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract and furnishing the Performance Guarantee as provided in these documents.
- vii) The Bid security shall 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 the terms and conditions of this document; **or**
 - ii. Fails to furnish Performance Guarantee in accordance with this document; or
 - iii. If the blacklisting proceedings under applicable laws has been initiated and the bidder is declared blacklisted after due process of law by any department of entity accordingly.

2.3.6. 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.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity as per PPR-14.

2.3.7. Format and Signing of Bid

- i) The Bidder shall prepare a bid in the light of terms and conditions of these documents.
- ii) The Bidder shall authorize a person/ person for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.
- iii) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the Bid.

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. Single stage two envelop process for contract selection as provided in rule 38 of PPR-14 shall be followed.
- ii) The inner and outer envelopes shall:
- iii) be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
- iv) 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 the date specified in the Bid Data Sheet, pursuant to ITB Clause
- v) 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”.
- vi) 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.
- vii) This procurement shall be followed by 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:
- viii) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.
- ix) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.

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- x) (c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in BDS.
- xi) 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.
- xii) If all envelopes are not sealed and marked as required by ITB or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.
- xiii) Signed and stamp all the documents enclosed with the bid including bidding documents.
- xiv) Bidder shall prepare and submit a separate bid against each lot clearly stating the name of the lot.

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. Bids received through courier services shall not be entertained.
- ii) The Procuring Agency may, at its discretion extend this deadline for the submission of Bids by amending the Bidding documents as stated in these bidding documents and in such 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.

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2.4.3. Late Bids

- iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency will be 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 this documents.
- 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 as provided in these documents.
- 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 Committee

- i) The Bid Opening Committee 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/attendance sheet as proof of their attendance. Further, submitting of signed & stamped bid shall be considered that the bidder has read, understand, acknowledge all the contents/terms and conditions of this bidding documents and the bidder shall not object the conditions of this

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bidding documents at any forum or court after submission of its bid, subsequently.

- 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” or: MODIFICATION” 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) The Procuring Agency will open the Technical Proposals lot wise 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.
- v) 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) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
- vi) 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.
- vii) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder.

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- viii) 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.
- ix) 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.

**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.
- 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) 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) For assistance 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. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered. Moreover, Procuring Agency may at any stage ask any clarification from the bidder about its/ their previous conduct in a contract (s), any penalty, successful completion of the contract (s) details about the status of the bidder and in case the bidder refuse to provide such documents/record, the Procuring Agency may reject its/their bid in addition to forfeiting its/their bid security.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. One Envelope Procedure, Only the correction of

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arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with provisions of this documents.

- 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 or terms & conditions and related material;
 - c) All securities requirements;
 - d) Tax requirements;
 - e) Terms and conditions of bidding documents.
 - f) Change in the ranking of the Bidder

**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 after recommendation of notified committee by Procuring Agency may be rectified.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to conditions of this documents. For purposes of these Clauses, a 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, Applicable Law, Taxes and Duties & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procurement 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 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

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- a) Meets the eligibility criteria defined in relevant clause;
- 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 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 Technical Evaluation Committee 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 Technical Evaluation Committee shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Technical Specifications, 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 lot wise, the Technical Evaluation Committee 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-

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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.

2.5.7. 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, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

2.5.6. Post-Qualification & Evaluation of Bids

- i) The Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & other conditions of this documents.
- 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 these documents" conditions, as well as

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such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.

- iii) The Technical Evaluation Committee will **technically evaluate** the received bids as per Technical Specifications required and declare the responsive bidders.
- iv) The financial evaluation of a Bids will be on the basis of form of Price Schedules/ Financial Bid Form which are enclosed herewith lot-wise and the financial bids shall be included with all applicable taxes. The lowest bidders shall be awarded with the contracts as per terms and conditions of bidding documents.

**2.5.7.
Contacting the
Procuring
Agency**

- i) 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.

**2.5.8.
Grievance
Redressal**

- i) Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- ii) 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 procurement laws, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iii) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of its Bid may lodge a written complaint concerning his grievances not later than five (05) days after the announcement of the technical evaluation report. However, the Procuring Agency after completion of the technical evaluation process shall immediately announce the technical evaluation report. The report may be uploaded on the website of PPRA. Any

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grievance by the bidder received later than prescribed time i.e., five days by the Procuring Agency in regard of technical evaluation of the bids shall be rejected *in-limine*. However, the bidder may file any complaint/ grievance against the final evaluation report/ highest offered price results/ bid (at the time of public procurement) to the extent of financial bid acceptance within ten (10) days. Nevertheless, the bidder could not raise any objection against the technical evaluation at the time of grievance submission against the final evaluation report/ highest offered price results.

- iv) 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.
- v) Only the bidder (who participated in the bidding process) may submit its/ their grievances (against technical or final result/evaluation).

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. However, such intimation shall not construe any legal right in favor of the bidder for award of the contract.
- ii) Upon the successful Bidder's furnishing of the Performance Guarantee as required vide these documents the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security as provided in aforementioned clauses.

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 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 above clause(s) shall constitute

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sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under applicable laws such as PPRA Laws/ rules. After that, the Procuring Agency may decide to award the contract to the next graded (highest bidder) evaluated Bidder, keeping in view the Bid validity time, or call for afresh financial Bids/ proposals from the technical qualified/ responsive bidders keeping in view the concept of value for money. However, in second round of financial bid the bidder who failed to submit performance guarantee in first round shall not be called/ allowed to participate subsequently.

2.6.3. Signing of Contract

1. 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.
2. The successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency within seven days or as required by the PW&PD.

2.6.4. Award Criteria

- i) Save as otherwise in these bidding documents and PPR-14 Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be technical responsive and has been determined to be the lowest financial evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

2.6.5. Procurement Agency's Right to revise any condition at Time of Award

- i) The Procuring Agency reserves the right at the time of contract award to revise/ change any terms and condition provided in this document without any change in offered/ locked price.

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

- i) 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 signing of the contract.
- 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

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rejection of all Bids or proposals, but shall not be required to justify those grounds.

2.6.7. Re-Bidding

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 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 PW&PD; 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;*

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- 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.”*
- vi. *Moreover, if the bidder has concealed any material evidence like fine, penalty, imposing of LD, forfeiting the bid security/performance guarantee or displeasure notification, letter from any Procuring Agency or entity, his bid may be re-evaluated/ rejected.*

ii) Blacklisting & Department:

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

- iii) Furthermore, Bidders must keep themselves aware of the provisions stated in PPRA Act, 2009 and Rules, 2014 regarding blacklisting procedure that shall be followed in this process in case any bidder/ contractor found involve in corrupt practice or any other act/ omission prescribed therein.

2.6.9. Quantity and volume of the goods to be considered in mind [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/ time of contract.
 - 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.

Section-III. Requirement/ Scope of Desirable/ Specification

Punjab Wildlife and Parks Department, Lahore (PW&PD) intends to procure following distinct goods/ food for the animals/birds of Mini Zoo Bhakkar.

Supply Of tender items (Goods & Food)

Framework contracts lot wise with the technically responsive bidders and whose financial bids are found as the lowest evaluated bids shall be signed for a specific time period (approximately for one year/ extendable) that shall be decided at the time of signing of Contract. Detailed document, specifications/ Scope of Services/ terms and conditions for each lot (*which is integral part of this bidding document*) will be shared/ handed over only with those interested bidders who shall deposit the bidding document fee PKRs. 3,000/- (non-refundable) in the shape of Pay cash made in favor of **“Assistant Director Wildlife District Bhakkar .** The process of procurement shall be single stage two envelopes and bids shall be evaluated separately as per terms and conditions/ evaluation criteria provided herewith the bidding documents.

Section-IV: Bid Data Sheet

4.1. Bid Data Sheet

The following specific data for the required to complement, supplement, or amend under the provisions provided in the Instructions to Bidders (ITB). Whenever, there is a conflict, the provisions herein (Bid Bata Sheet) shall prevail over those provided in ITB.

Introduction
NAME OF PROCURING AGENCY; PUNJAB WILDLIFE AND PARKS DEPARTMENT
Name of Project, Estimated Cost and Bid Security:
<p>i) Supply of Tender items (Goods & Food) with estimated cost Rs. 10 million and bid security 4% of the estimated cost.</p>
For clarification purposes, the Employer’s address is: Deputy Director Wildlife Sargodha Region Sargodha. Requests for clarification shall be received by the PW&PD seven (07) calendar days before to the closing date of the bids.
Language of the bid – English
Bid Price and Currency
The price offered against each bid shall be for the preferred site in Mini Zoo Bhakkar in accordance with the Schedule of Requirements and all payable taxes shall be the responsibility of the bidder/ contractor.
The price shall be in Pak Rupees (including all taxes) and shall be fixed subject to verification.
Performance Guarantee = 10% (06% in shape of Cash & 04% in Shape of Call Deposit) of the offered financial bid/ contract of relevant Tender.
Preparation and Submission of Bids
Single Stage Two Envelop procedure for selection of Contract shall be followed
EVALUATION CRITERIA:
Eligibility Criteria: (Mandatory Requirements):
The bidder has to fulfil all mandatory requirements detailed below, in order to Technically Qualify for the assignment. The interested bidder/Contractor has to provide documentary evidence(s) against the below mentioned requirements in addition to all other as required through this bidding documents:
<ul style="list-style-type: none"> a. Legal Status of the bidder(s) such as (Incorporation Certificate (<i>showing its location and the date of registration</i>), Partnership Deed or Form C/D (whichever is applicable) Affidavit and affidavit on Non-Judicial Stamp paper of Rs. 200 in case of Sole Proprietorship) b. Proof of valid Income Tax Registration (NTN) c. Proof of valid Punjab Sales Tax/ General Sales Tax d. Proof of Registration with Punjab Food Authority {Except i.e. Supply of Tender Items (Goods & food)}

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- e. Proof of valid Professional Tax Certificate.
- f. Bid Security attached with Technical Bid/proposal which shall be 4% of the estimated cost/ price for each lot separately.
- g. Audited Financial Statement or Bank Statement as required below.
- h. Past experience of supply of food items as required below.
- i. Signed & stamped bidding document including all attachments (all type of appendices & statements).
- j. Average Annual Turnover as required below.
- k. Affidavit on stamp paper amounting to Rs. 200/- to the effect that:
 - i. The bidder meets the Eligibility Criteria provided in these bidding documents. Bidder is not currently blacklisted by the Procuring Agency or by any Department/ Entity/ Court or Tribunal throughout the Country/ Pakistan and in case of an international bidder from anywhere in the World.
 - ii. The documents/photocopies provided with Bid are authentic.
 - iii. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per applicable Law/ Rules in addition to criminal proceedings.
 - iv. All provided information are correct.

Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit Receipt (CDR) in favor of **“Deputy Director Wildlife Sargodha Region Sargodha Punjab Wildlife and Parks Department,** having its **validity 180 days** from the date of opening of bid that shall be **annexed with the technical proposal (bid).**

Bid Validity Period: 180 days after the date of opening of bids/ extendable period.

Deadline for **Bid Submission: June 24th , 2024** no later than **0200 Hours**

Time, Date, and Place for Bid Opening: June 24th , 2024 at 0230 Hours in Deputy Director Wildlife Sargodha Region Sargodha. However, in case of said bid opening/ closing date, the office is closed due to public holiday etc. the next working day shall be considered as the bid submission/ opening date and there would be no change in the time as provided above.

Bid Evaluation

Criteria for technical evaluation shall be as provided in these documents and Lowest financial bids/ offers shall be accepted against each lot of the technically responsive bidders. Bid's value shall include all applicable taxes if otherwise not provided and the bidders/ contractors shall be responsible of any kind of taxes during the life of the contracts.

Contract Award

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The Bidders, whose financial bids found the Lowest evaluated bid among the technically responsive bidders as per requirement of these documents, may be called for the signing of the contract. Terms and conditions of the contract may be revised as per the requirement of PW&PD at the time of signing of contract. In case the successful/ lowest evaluated bidder does not meet the required conditions or refuse to deposit performance guarantee or declared irresponsible due to any reason, the PW&PD/ Procuring Agency reserved the right to call the next responsive/lowest bidder for contract award subject to match with the cost of lowest bid, if PW&PD deems so and if his bid is otherwise acceptable to the PW&PD. However, no bidder can claim for contract in any case.

Note:

1. Original CNIC, in case the owner of the firm/company and the valid authorization letter & CNIC from the bidder to its representative is required in order to attend the pre-bid or bid opening meeting on bidder's behalf.
2. To qualify, the bidder pass/comply with the technical Evaluation Criteria is necessary.
3. Supporting Evidence shall be provided for each criterion (where applicable/ required)
4. PW&PD has right to delete / add / review / any terms and condition or item / scope of work at its own level at any time in accordance with applicable laws at any time.

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4.2. EVALUATION CRITERIA

Disclaimer; following terms and conditions are in addition to the other terms and conditions provided in these bidding documents and mutatis mutandis applicable in each following lots jointly and severally. However, in case any condition of bidding documents found confronted with the following condition than the condition provided herein below shall prevail having overriding affect.

Note; Attested copy(es) of the contract(s)/ supply order(s)/ work order(s) with satisfactory certificate/ note issued by the procuring agency or completion report/ full payment note(s)/ receipt(s) of the contracts should be attached to prove the experience and without such evidence the any documents/ bids shall not be considered for evaluation in all below lots.

TERMS AND CONDITIONS FOR FRAMEWORK CONTRACT OF SUPPLY OF TENDER ITEMS (GOODS & FOOD) IN MINI ZOO BHAKKAR

Technical Evaluation Criteria

The bidder/ firm will submit documents for technically qualification as given below:
Total marks=100, Qualifying marks = 70

Sr. No.	Requirement	Qualifying marks	Total marks
1	Bank Statement/ Audited report of last 3 years (w.e.f January 01, 2021 to December 31, 2023)	i. 20 marks for bank balance Rs. 05 million or above in all three years. ii. 14 marks for bank balance of Rs. 4.1 million up to Rs. 05 million in all three year. iii. 7 marks for bank balance of Rs. 3.2 million and up to 05 million in all three years	20
2	Average Annual Turnover (ATO) of last 3 years (w.e.f January 01, 2021 to December 31, 2023)	1. 25 marks for ATO of Rs. 05 million or above in all three years. 2. 20 marks for ATO of Rs. 4.1 million up to Rs. 3.5 million in all three year. 3. 15 marks for ATO of Rs. 3.2 million and up to 3.5 million in all three years.	25
3	Employees required for Implementation of Contract	i. 10 marks for 05 or above number of employees. ii. 08 marks for 04 number of employees. iii. 06 marks for 03 number of employees. iv. 04 marks for 02 number of employees. v. No marks for less than 02 number of employees. In this case the bid shall be considered non-responsive.	10

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		Note; Name and copies of original ID cards of the Employees must be attached with the bid(s) along with contracts of employees.	
4	No. of contracts for supply of tender items (at least amounting to Rs.10 (ten) million for each contract)	<ul style="list-style-type: none"> i. 25 marks for more than 05 numbers of contracts. ii. 20 marks for 04 numbers of contracts. iii. 16 marks for 03 numbers of contracts. iv. 12 marks for 02 numbers of contracts. v. No marks for less than 02 number of contracts and the bid(s) shall be considered as non-responsive. 	25
5	Specific experience through contract agreement for supply of food items to Wildlife Animals/birds in Pakistan. (Each contract should be the value of at least Rs= 5.000 (Five) million) for each contract.	<ul style="list-style-type: none"> i. 20 marks for more than 04 numbers of contracts for food supply. ii. 16 marks for 03 numbers of contracts. iii. 12 marks for minimum 02 numbers of contracts. iv. No marks for less than 02 number of contracts. However, this is not a knock down criteria and is considered as a preferable condition. 	20

Terms and conditions:

1. Any person or his family member from management of Mini Zoo Bhakkar/ PW&PD will not be allowed to participate in tendering process, if found, tender will be cancelled at any stage and bid security will be forfeited.
2. Period of Contract will be one year only from 1st July 2024 to 30th June 2025 extendable as provided in GCC/ SCC.
3. Successful Bidder shall be required to sign the contract agreement within seven days on **E-stamp** paper after the approval of the contract from the competent authority. All expenses in this regard shall be borne by the Bidder otherwise the contractor shall not be allowed to continue and security or first installment will be forfeited.
4. Final approval of tender will be given by the Director General Wildlife and Parks, and then work order will be issued.

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5. The Successful bidder/ contractor (Goods & Food) from the contractor to fulfill the requirement of the Animals/birds. The contractor may also be fined if such situation is created by fault of contractor. While the remaining amount of performance guarantee will be in the shape of CDR to the Deputy Director Wildlife Sargodha Region Sargodha
6. Successful bidder/ contractor shall provide name and addresses of his representatives and all staff.
7. Contractor will bring Tender items (Goods & Food) in fresh and fine condition which will be inspected by Deputy Director Wildlife Sargodha Region Sargodha or his representatives.
8. Deputy Director Wildlife Sargodha Region Sargodha or his representatives will be authorized to inspect, accept and reject the supplied Tender items (Goods & Food) with sound reasons. Tender items (Goods & Food) will be provided on time and if the contractor delays the supply or provide low quality or quantity of required Tender items (Goods & Food) the contractor will be fined Rs. 5000/- to Rs. 10000/- by the Procuring Agency (Deputy Director Wildlife, Sargodha Region Sargodha). If the number of fine in a month reaches 12, then tender may be recommended for cancellation and security will be forfeited and the contractor will be blacklisted.
9. The Tender items (Goods & Food) provided by the contractor will be examined/inspected by the Deputy Director/ Veterinary Officer/ representative/committee. If any conflict is found then the final decision will be made by the Deputy Director Wildlife, Sargodha Region Sargodha.
10. The contractor will be responsible for the supply of Tender items (Goods & Food) until the approval of the tender for the next financial year. If the contractor disobeys fails this condition, then cost of that supply shall be deducted through performance guarantee.
11. If the contractor fails to provide quality Tender items (Goods & Food) then Procuring Agency/Deputy Director Wildlife Sargodha Region Sargodha will provide time of three (3) hours for replacement of such Tender items (Goods & Food) of good quality. Otherwise, the procuring agency will purchase the Tender items (Goods & Food) for that day from the amount of the Cash Security and also has the right to fine Rs. 5000/- to Rs. 10000/-. In this case final decision will be of Procuring Agency/Deputy Director Wildlife Sargodha Region Sargodha.
12. If the Contractor fails to supply Tender items (Goods & Food) for 03 days consecutively or such supply is rejected due to low quality Tender items (Goods & Food) the tender may be cancelled and in such case performance guarantee shall be cashed in favor of Procuring Agency besides and the contractor will be blacklisted.
13. If the representative from the contractor misbehaves with the management or deviates from his duties, the management has the right to fine Rs. 5000/- to Rs. 10000/-. Contractor will be responsible to submit bill at the end of the every month.
14. All the staff of contractor must wear hygiene uniform and the health fitness report of staff will be submitted by contractor after every six months.
15. The Bidder shall have to comply with directions of the authority in connection with periodic upkeep of the of the premises and surrounding areas. Cleanliness of the area should be ensured by contractor. He shall not cause nuisance to the neighbors or the visiting public.

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16. The Bidder shall accommodate all his stock/activities inside the allocated premises and shall not make any encroachment outside except for loading / unloading and general public movement.
17. Maintenance in respect of repair and upkeep etc will be carried out by the Bidder at its own expense.
18. Contractor shall at all the times keep the authority indemnified against all claims, demand, suits, damages, charges and expenses which Park may sustain or incur in consequences of any injury to any person or to any property resulting directly or indirectly, from any act of omission, or commission on part of contractor, or his/herself employee(s), in the conduct of business for the purpose of which this contract is granted. Decision of authority in all such cases will be final and binding on the contractor.
19. Contractor will ensure that Food items are fresh and not expired and follow all SOP's as approved by Punjab Food Authority. The contractor, while allowing visitors in the food court area Shall also be directly responsible for any kind of damage, theft or any unavoidable circumstances happened. No rebate, concession or adjustments will be offered.
20. If any employee is declared undesirable by the zoo management, the Bidder will be required to terminate the employee and the person will not be allowed to enter the Park.
21. The Bidder shall be required to employ healthy and ethical employee to work at the food court and shall submit the address, photographs and photocopies of their identity cards to the zoo office before starting the contract. So that card can be issued to them, no employee will be able to work without the card. It will be necessary for these employees to wear the uniform approved by the zoo management and the contractor will be responsible for providing the uniform.
22. In the event of such dispute, the matter shall be referred to the authority for arbitration and mediation, whose decision shall be final and both parties shall be bound to accept the decision.
23. If the Bidder is unable to pay any dues during the contract period, then these dues will be recovered as government money by the Park administration in accordance with the govt. law. And in case of completion of the contract, the dues will be recovered from the security money/performance guarantee.
24. The Bidder will protect its own equipment, management will not be responsible for any damage to the Bidder or management will not provide any place to keep the equipment.
25. In the case of consent of both parties, the Chairman of the Captive Wildlife Management Committee shall be authorized to modify one or more of the conditions on the recommendations of the authority of the zoo and shall take the final decision.
26. Any other matter connected that has not been specified in the contract shall be dealt with and decided by the authority after affording the opportunity of hearing. The Bidder shall abide by such decision and shall not go in litigation against such decision before arbitration.
27. In case of any natural calamity, the damages caused so far to the contractor's property shall not be the responsibility of the park authorities and no rebate whatsoever shall be given to the contractor.
28. Estimated quantity of fresh and dry fodder which is described in financial bid form required to be supplied in Mini Zoo Bhakkar in fresh and hygienic/ good

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conditions throughout the contract period on daily basis at the price agrees between the parties through framework contract.

Section-V: General Conditions of Contract

1. Definitions

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

- a.** “Applicable Laws/ Rules” means the laws/ Rules of Islamic Republic of Pakistan/Punjab, as they may be issued and enforced from time to time.
- b.** “Authority” means Punjab Wildlife and Parks Department, Lahore.
- c.** “Bidder” means who accept all the terms & conditions of these bidding documents and submit its bid and participate as a competitor in the process of this procurement
- d.** “Bid” means a tender or an offer, in response to this invitation by a person, consultant, firm, company or an organization, consortium/ joint venture (if allowed) expressing his or its willingness to undertake to complete this procurement/ task at a price decided between the parties accordingly.
- e.** “Bid Security” means the bank guarantee or other form of security submitted by a bidder together with a bid to secure the obligations of the bidder participating in a bidding proceedings
- f.** “Blacklisting” means debarring the bidder/ Contractor to participate in any procurement process on any ground provided in the document and uploaded its status on PPRA website or any other procurement site of the country/ world as blacklisted.
- g.** “Committee” means any committee notified by the Procuring Agency for opening, technical or financial evaluation of the bids may be received in this procurement process and any other type of Committee.
- h.** “Conflict of Interest” means
 - i.** where a bidder/Contractor could be perceived as providing biased professional advice to a Procuring Agency to obtain an undue benefit for himself or those affiliated with him;
 - ii.** receiving or giving any remuneration directly or indirectly in connection with the assignment except as providing in the contract;

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- iii. any engagement in consulting or other procurement activities of a Contractor that conflicts with his role or relationship with the Procuring Agency;
 - iv. where an official of Procuring Agency engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement in a direct or an indirect
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- i.** “Contract” means the agreement entered into between the PW&PD and the bidder/Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - j.** “Contract Price” means the price payable by the Contractor to the Authority under the Contract for the full and proper performance of its contractual obligations.
 - k.** “Competent Authority” means the officer(s) empowered to approve the bidding process and the contract on behalf of PW&PD.
 - l.** “Company” means a company registered or deemed to be register under companies Act, 2018 or under any other authority or foreign company registered in Pakistan.
 - m.** “Contractor” means a legally established professional firm/ company/ or entity that may provide(s) the goods or services to the client under the contract
 - n.** “Corrupt & Fraudulent Practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty. ; it may include any of the following:

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- i. Coercive practice by impairing or harming or threatening to impair or harm, directly or indirectly, any party or property of the party to influence the action of the party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii. Collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the Procuring Agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- iii. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to 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, person or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process;

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- o.** “Day” means calendar day and “Year” means calendar year if otherwise not provided.
- p.** “Firm” means a firm register or deemed to be register with the office of registrar.
- q.** “GCC” means the General Conditions of Contract contained in this section.
- r.** “Lot” means a collection or group of objects, items, things, desirables, works, services, or set of things required by Procuring Agency through this process, bidding documents and evaluated technically as per prescribed evaluation criteria.
- s.** “Performance Guarantee” means the bank guarantee or other form of security submitted by the contractor to secure obligations under the contract in accordance with the requirement in the bidding document
- t.** “Province” means Punjab Province.
- u.** “SCC” means the Special Conditions of Contract.
- v.** “Services” means the work to be performed by the firm/company or entity pursuant to the contract or any ancillary services related to supply of required goods, such as transportation and insurance.
- w.** “Supplier” means the contractor or goods/ services supplier or any person on behalf of contractor for supplying of required goods in the Mini Zoo Bhakkar / destination under the contract.
- x.** “Procuring Agency” means PW&PD or any other authorized officer of the department
- y.** “Punjab Wildlife and Parks Department” means the organization intends to procure different goods for animals/Birds of Mini Zoo Bhakkar “The Project Site,” where applicable, means the place or places named i.e. Mini Zoo Bhakkar in SCC or directed by the PW&PD.
- z.** “Working Day” mean day when office is not closed due to any public notified holiday

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aa. “Work” means all such work required or may be required by PW&PD through this process of framework Contract.

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.

4. Standards

4.1. The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and terms and conditions of the contract.

5. Use of Contract Documents and Information; Inspection and Audit by the Procuring Agency.

5.1. The Contractor shall not, without the Procurement 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 Contractor 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 Contractor shall not, without the Procurement Agency’s prior written consent, make use of any document or information enumerated in GCC Clauses except for purposes of executing the Contract.

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

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

7. Performance Guarantee

7.1. Within seven (07) 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 & SSC.

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

7.3. 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) a Bank call-deposit (CDR) issued by a reputable bank located in the Procurement Agency's country.

7.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor'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.

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.

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

9. Transportation

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

10. Incidental Services

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

- (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; and

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
- (ii) original price of goods.

11. Warranty

The Supplier warrants that the Goods supplied under the Contract are not contrary to the specification/ requirement. 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.

12. Payment

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

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12.2. 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, and upon fulfillment of other obligations stipulated in the Contract.

12.3. 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.

12.4. The currency of payment is as per BDS.

13. Prices 13.1. 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.

14. Change Orders 14.1. The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC, make changes within the general scope of the Contract, quantity or items and the place of delivery; and/or
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.

15. Contract Amendments Subject to GCC, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties.

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

17. Delays in the Supplier's Performance 17.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time

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schedule prescribed by the Procuring Agency in the Schedule of Requirements.

17.2. 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.

17.3. Except as provided under GCC Clause, 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, unless an extension of time is agreed upon pursuant to GCC Clause without the imposition of liquidated damages.

18. Liquidated Damages

18.1. Subject to GCC Clause, 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.

19. Termination for Default

19.1. 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;

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(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:

(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:

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

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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

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.

19. Termination for Insolvency

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.

20. Termination for Convenience

Procuring Agency, by written notice sent to the Contractor, 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 Procurement Agency's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

21. Resolution of Disputes

21.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Contractor 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.

21.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the Director General of PW&PD being the sole arbitrator in such case. However, the sole arbitrator may decide the dispute himself or refer it to any committee duly notified for this purpose. The contractor shall

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE ANIMALS/BIRDS OF MINI ZOO BHAKKAR THROUGH FRAMEWORK CONTRACTS

follow the directions/ decision of the sole arbitrator or the committee what the case may be.

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

23. Notices 23.1 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.

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

24. Taxes and Duties 24.1. Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the contract. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be discussed between the parties and shall be decided in accordance with applicable law by the authority/ Procuring Agency. However, in any case PW&PD shall not liable or responsible for any type of tax and it shall be deducted from the Contractor's securities.

25. Extension in Contract period {where applicable} Initially the contract will be for a period of (1) one-years. However, the same may be extended by the competent authority, on the satisfactory performance by the contractor for further, on the rate & TORs decided at the time of extension. Extension in the contact agreement shall be the discretion of the DG PW&PD and the contractor has no right to claim further extension as a matter of right.

Section-VI. Special Conditions of Contract

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: Punjab Wildlife and Parks Department

GCC 1.1 (h)—The Procurement Agency's country is: Pakistan

GCC 1.1 (i)—The Contractor is: After due process accordingly

2. Period of Contract and extension of period:

The contract duration will be one (01) year initially (extendable for a further period on the satisfactory performance of the contractor) starting w.e.f the date of agreement. However, extension may not be claim as a legal right by the contractor and it is the sole right of the Director General of PW&PD.

3. Execution and Delay penalty.

The successful bidder shall start the services within 03 days after signing of contract agreement. However, in case of delay of start of the services beyond 03 days, Rs. 2000/- per day penalty shall be applicable.

The management of Mini Zoo Bhakkar shall have the power to recommend cancellation of the contract on seven days' notice in public interest for administrative reasons or unsatisfactory performance.

4. Violation of any condition of the contract may result in cancellation of the contract without notice and forfeiture of the security deposit / performance guarantee.

5. Special Conditions;

- i. The Bidder shall not be permitted to transfer the contract to any other person or party, if found to be so the contract shall be cancelled and the security amount will be forfeited in addition to blacklisting of the contractor.
- ii. In case of default of contractor to discharge his obligations under the contract for any reason, then, without prejudice to the claims of the Department against the contractor, the Department shall be entitled to recover from the performance guarantee, not only the amount including charges, dues and fees which may have become due under the contract, but also the cost of re-bid/ procedure in this regard.

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- iii. The contractor shall ensure daily supply of the food to the animals/ birds in time as decided/ required by the administration of the Mini Zoo Bhakkar throughout the period of the contract on the same price/ cost without compromising the quality of the food. In this regard no excuse to supply of daily food shall be accepted as delay or holiday to supply food directly affect the health/ life of the animals/ birds which cannot be compromise in any case. In case of default/ fail to supply daily food the Procuring Agency may terminate the contract at once without notice and initiate legal action against the contractor.

6. Inspection

Physical inspection of the bidder/ contractor firm/ organization/office/ sights or place(s) may be conducted by the Department during the period of the contract or before signing of the contract and in such case if PW&PD deems so, Third Party Validation or inspection/ tests from any other government department (s) may be conducted on Contractor's risk/cost.

7. Notices

Procurement Agency's address for notice purposes: Punjab Wildlife and Parks Department Sargodha

Section-VII. Schedule of Requirements

7.1 Schedule of Requirements

Location	Delivery Time Period
Mini Zoo Bhakkar	Each Contractor shall be required to start the services within three (03) working days after signing of Contract or as prescribed in the contract agreement.

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8.2 Undertaking

I _____ S/O _____ CNIC # _____
resident of _____ on behalf of (Name of
bidder/Contractor/JV/ Consortium) address
_____ being its
_____ (designation) declares solemnly on oath that all the
information/ documents deposited/ attached with the bidding documents are
true and genuine.

The bidder/ undersigned has read and understand all the terms & conditions
of the bidding document/ amendments etc. and accept each and every
condition thoroughly.

The bidder/company/ undersigned has no objection on any term & conditions
of the entire bidding documents and shall never challenge these term &
conditions after submitting of our bids before any court/forum. I/ we /
undersigned shall follow the instructions of PW&PD regarding this bidding
process till the completion of this assignment.

All above contents are true and fair to the best of my knowledge and behalf.

Notarized this _____ day of 20_____

Signature: _____

Stamp: _____

Note: Bidder/Contractor is required to fill this undertaking and submit with
your bid and in case of failure bid shall be rejected straight forward.

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE ANIMALS/BIRDS OF MINI ZOO BHAKKAR THROUGH FRAMEWORK CONTRACTS

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) Audited Financial Statement Attachment/Income Tax Returns

Yes	No
-----	----

b) Details of Experience

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

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE ANIMALS/BIRDS OF MINI ZOO BHAKKAR THROUGH FRAMEWORK CONTRACTS

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

8.6. Affidavit

[To be printed on PKR 200 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 i.e PW&PD]* 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 *[PW&PD]*. The undersigned further affirms on behalf of the firm that:

- (i) The firm is neither currently blacklisted by any Department nor any litigation is pending before PPRA/Competent Authority/Procuring Agency or any other court of law competence in this regard against any such blacklisting order.
- (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) The bidder/firm has never been punished by any Department/PPRA/ Court on the ground of non-fulfilment of the contract/ obligations or its bid security/ performance guarantee has been forfeited or LD imposition and in case of any punishment undersigned has already stated in my bid specifically where required.

[Name of the Contractor/ Bidder/ Contractor] 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 letterhead. To be attached with Technical Bid]

To:

[Deputy Director Wildlife Sargodha Region Sargodha]

WHEREAS *[name of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. *[Reference number of the contract]* dated _____ 20____ to supply *[description of services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Contractor’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, 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 Contractor 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 _____20_____.

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE ANIMALS/BIRDS OF MINI ZOO BHAKKAR THROUGH FRAMEWORK CONTRACTS

8.9. Contract Form

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

THIS AGREEMENT made on the ____ day of _____ 20____ between *Punjab Wildlife and Parks Department* (hereinafter called “the PW&PD”) on the one part and *[name of Contractor]* of *[city and country of Contractor]* (hereinafter called “the Contractor”) 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 Contractor 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 offered/ submitted by the Bidder;
 - (b) The Terms and Conditions;
 - (c) The Technical Specifications & Scope of Services;
 - (d) The General Conditions of Contract;
 - (e) The Special Conditions of Contract; and
 - (f) The Procurement Agency’s Notification of Award.
 - (g) Contract agreement
 - (h) Complete Bidding document
 - (i) The clarifications provided to the Contractors
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to provide the goods and services and to rectify pointed observations therein in conformity with all respects in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with applicable laws in Punjab/Pakistan the day____ and year_____ mentioned above and the discretion of competent authority i.e Director General Wildlife & Parks shall has the exclusive jurisdiction to adjudicate upon any matter arising out during this contract.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency/ PW&PD)

Signed, sealed, delivered by _____ the _____ (for the Contractor

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE ANIMALS/BIRDS OF MINI ZOO BHAKKAR THROUGH FRAMEWORK CONTRACTS

8.11. Bid Security Form

[To be signed & stamped by the Bidder 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”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound onto PW&PD (hereinafter called “the Procuring Agency”) in the sum of for which payment will and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

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 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;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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 of the bank]

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE ANIMALS/BIRDS OF MINI ZOO BHAKKAR THROUGH FRAMEWORK CONTRACTS

8.9. 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.	Item Name	Specifications/ dimensions	Quantity	Estimated cost per Kg	Offered Price Per Kg	Total Price (in words) without tax	Total Price (in Figures) without tax
1.	<i>Salt</i>	<i>fine quality</i>	<i>70 kg</i>				
2.	<i>Barseem</i>	<i>Fresh and fine quality</i>	<i>20000kg</i>				
3.	<i>Javi</i>	<i>Fresh and fine quality</i>	<i>1000kg</i>				
4.	<i>Maize</i>	<i>Fresh and fine quality</i>	<i>9000kg</i>				
5.	<i>Losson</i>	<i>Fresh and fine quality</i>	<i>80000kg</i>				
6.	<i>Ground Nut</i>	<i>Fresh and fine quality</i>	<i>480kg</i>				
7.	<i>Banana</i>	<i>Fresh and fine quality</i>	<i>14600 dozen</i>				
8.	<i>Apple Dasi</i>	<i>Fresh and fine quality</i>	<i>14600kg</i>				
9.	<i>Peach</i>	<i>Fresh and fine quality</i>	<i>400kg</i>				
10.	<i>Guava</i>	<i>Fresh and fine quality</i>	<i>400kg</i>				
11.	<i>Kangni</i>	<i>Fresh and fine quality</i>	<i>190kg</i>				
12.	<i>Garma</i>	<i>Fresh and fine quality</i>	<i>2000kg</i>				
13.	<i>Mallon</i>	<i>Fresh and fine quality</i>	<i>3000kg</i>				
14.	<i>Chokar</i>	<i>Fresh and fine quality</i>	<i>1845kg</i>				
15.	<i>Poultry Feed</i>	<i>Fresh and fine quality</i>	<i>5475kg</i>				
16.	<i>Gur</i>	<i>Fresh and fine quality</i>	<i>460kg</i>				
17.	<i>Dala Chana</i>	<i>Fresh and fine quality</i>	<i>4000kg</i>				
18.	<i>Parch Gram</i>	<i>Fresh and fine quality</i>	<i>1550kg</i>				
19.	<i>Roti</i>	<i>Fresh and fine quality</i>	<i>19345</i>				
20.	<i>Band Gobi</i>	<i>Fresh and fine quality</i>	<i>600kg</i>				
21.	<i>Spanish</i>	<i>Fresh and fine quality</i>	<i>8040kg</i>				

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE ANIMALS/BIRDS OF MINI ZOO BHAKKAR THROUGH FRAMEWORK CONTRACTS

22.	Carrot	Fresh and fine quality	1500kg				
23.	Maize Bhutta	Fresh and fine quality	300kg				
24.	Bajira	Fresh and fine quality	4000kg				
25.	Green Chili	Fresh and fine quality	94kg				
26.	Apricot	Fresh and fine quality	200kg				
27.	Aalo Bkharh	Fresh and fine quality	200kg				
28.	Sunflower Seed	Fresh and fine quality	365kg				
29.	Maize Sabit / Cursh	Fresh and fine quality	3600kg				
30.	Dry Javi	Fresh and fine quality	3600kg				
31.	Dry Parali	Fresh and fine quality	180kg				
32.	Broome Bansi	Fresh and fine quality	90kg				
33.	Lock	fine quality	6 Dozen				
34.	Choona	fine quality	8000kg				
35.	Paints	fine quality	As per Require				
36.	Bursh	fine quality	2 dozen				
37.	Phenyl / Acid	fine quality	90 litter				
38.	Medicine	fine quality	As per Require				
39.	Kasi / Balcha	fine quality	As per Require				
40.	Ice		2000kg				
41.	LED Lights	fine quality	12 dozen				
42.	Khurlian	fine quality	10				
43.	Cucumbe r	Fresh and fine quality	1300kg				
44.	Pumpkins		700kg				
45.	Black Chana	Fresh and fine quality	4000kg				
46.	Tomato	Fresh and fine quality	200kg				
47.	Plastic Pipe	fine quality	As per Require				
48.	Electronic digital scale	fine quality	01				

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE ANIMALS/BIRDS OF MINI ZOO BHAKKAR THROUGH FRAMEWORK CONTRACTS

49.	Birds Nest	<i>fine quality</i>	20				
50.	Green Cloth	<i>fine quality</i>	<i>As per Require</i>				
51.	Jug	<i>fine quality</i>	<i>As per Require</i>				
52.	Plastic Kali	<i>fine quality</i>	<i>As per Require</i>				
53.	Water Tub	<i>fine quality</i>	10				
54.	Search Lights	<i>fine quality</i>	<i>As per Require</i>				
55.	Milk	<i>fine quality</i>	1460liters				
56.	Glucose	<i>fine quality</i>	<i>As per Require</i>				
57.	Glycerin	<i>fine quality</i>	<i>As per Require</i>				
58.	Wires 7/29	<i>fine quality</i>	<i>As per Require</i>				
59.	Iron Jali	<i>fine quality</i>	<i>As per Require</i>				
<i>Total Price in figures including all applicable taxes ;Rs.</i>							
<i>Total Price in words including all applicable taxes;</i>							

Total bid value (against which a bid shall be evaluated) in figures.

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

Detail of all applicable taxes/duties/charges, which must be included in the rates quoted by bidder, is given as below:

Note:

- a. In case of difference between unit price and total price, unit price shall prevail and total price shall be “final”.
- b. In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.
- c. A bid not compliant or excluding applicable taxes and duties shall straight away be rejected.
- d. The financial bids shall be evaluated on Lumpsum basis and overall lowest financial bid shall be consider for award of contract awarded. However, abnormal financial coated bid against any item above may be rejected to the extent of that item and the remaining quoted financial bids shall be calculated by deleting the abnormal financial bid thereafter

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the lowest bid shall be considered for award of contract. The abnormal financial bid means such bid which is more than 5% higher to the estimated cost of specific item.

- e. The bidder shall quote its offer price against all required items/ goods and incomplete bid may not be consider.
- f. However, Procuring Agency may consider the bid if unintentionally any item/ Colum left blank/ unquoted/ without cost than the estimated cost of that item shall be consider and calculated accordingly.
- g. In case the applicable taxes are not included in quoted total bid price than such bid shall be consider after including all applicable taxes such as GST in the quoted total bid price.

Stamp & Signature of Bidder: _____

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 Tender fee along with Bidding Documents.		
2	The Bid security must be submitted with technical proposal.		
4	Active Registration with Income Tax Authorities (National Tax Number NTN) at least three years old		
5	Copy of active Registration with Sales Tax Authorities (STRN)		
6	Copy of active Registration (Professional Tax Certificate)		
8	Experiences of similar nature performed / executed.		
9	Technical Bid Form (as per Bidding documents) on letterhead of the firm duly signed and stamped.		
10	Bid Security Form (as per Bidding documents) on letterhead of the firm, duly signed and stamped.		
12	Performance Guarantee Form (as per Bidding documents) on letterhead of the firm, duly signed and stamped.		

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13	General Information Form (as per Bidding documents) on letterhead of the firm duly signed and stamped.		
	<p>Affidavit (on non-judicial Stamp Paper of Rs. 200/-</p> <ul style="list-style-type: none"> i) The bidder meets the Eligibility Criteria/ <i>Eligible Bidders of the bidding document.</i> ii) The firm is not currently blacklisted by the Procuring Agency. iii) 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. iv) Affidavit for correction of information Form (as per form of Bidding documents) on letter head of the firm, duly signed and stamped. 		
15	<ul style="list-style-type: none"> i. Work order / supply order / purchase order of previous relevant experience. ii. Company profile. Staff list along with location and address <i>[where applicable]</i>. iii. Income Tax Returns/Audited Financial Statement, National tax number Certificate, General Sale Tax Number Certificate iv. Bidders profile Form (as per Bidding documents) on letterhead of the firm, duly signed and stamped. 		

Stamp & Signature of Bidder _____

**BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE
ANIMALS/BIRDS OF WILDLIFE PARK BANSRA GALI MURREE THROUGH FRAMEWORK
CONTRACTS FOR FINANCIAL YEAR 2024-2025**

**BIDDING DOCUMENTS FOR PROCUREMENT OF
DISTINCT GOODS/ FOOD FOR THE
ANIMALS/BIRDS OF WILDLIFE PARK BANSRA
GALI MURREE, THROUGH FRAMEWORK
CONTRACTS FOR FINANCIAL YEAR 2024-2025**

Tender No: /-----/24th June/2024

PUNJAB WILDLIFE AND PARKS DEPARTMENT

Date: -----, 2024

**BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE
ANIMALS/BIRDS OF WILDLIFE PARK BANSRA GALI MURREE THROUGH FRAMEWORK
CONTRACTS FOR FINANCIAL YEAR 2024-2025**

DISCLAIMER

1. The Punjab Wildlife and Parks Department (“PW&PD”) has prepared these bidding documents for the procurement of different goods/ food for the animals/birds in Wildlife Park Bansra Gali Murree, through framework contracts. This request constitutes no commitment on the part of the PW&PD to enter into any arrangements with any bidder in respect of this proposed procurement or otherwise.
2. The information contained in these bidding documents or as may be subsequently provided to bidder (whether verbally or in documentary or any other form) by or on behalf of the PW&PD, on the terms and conditions set out in these bidding documents, are indicative only and are provided solely to assist in a preliminary assessment of the proposed procurement. Moreover, each Bid shall be evaluated in accordance with the prescribed Technical/ Financial Criteria provided in the Bidding Documents.
3. These bidding documents do not constitute an agreement; its sole purpose is to provide interested bidders with information that may be useful for them in preparing their bids pursuant to these bidding documents.
4. These bidding documents may not be appropriate for all persons and it is not possible for PW&PD to consider the objectives and particular needs of each party, which reads or uses these bidding documents.
5. The assumption, assessment, statements and information contained in these bidding documents may not be complete, accurate and adequate or correct for the purposes of any or all bidders.
6. Each bidder shall, therefore, conduct its own due investigation and analysis, check the accuracy, adequacy, correctness, reliability and completeness of the assumption, assessments, statements and information contained in these bidding documents and seek independent professional advice on any or all aspects of these bidding documents, as deemed appropriate. However, PW&PD not under obligation to consider any such advice or opinion.
7. All information submitted in response to these bidding documents becomes the property of the PW&PD, including all business information and proprietary data submitted with all rights of communication and disclosures.
8. The PW&PD shall not be responsible for non-receipt or missing or delay of any correspondence/ bid etc., sent by the post / courier / email / fax by the bidder.
9. No decision shall be based solely based on the information provided for any statements, opinions or information provided in these bidding documents.
10. While submitting a proposal in response to these bidding documents, each bidder certifies that he/it understands, accepts and agrees to the disclaimers set forth above.
11. Nothing contained in any provision of these bidding documents, any statements made orally or in writing by the person or party/bidder/contractor shall have the effect of negating, or suspending any of the disclaimers set forth herein.
12. PW&PD reserves the right to withdraw it or cancel this bidding process or any part thereof, or to vary any of its term at any time during the completion of this process & Contract milestone or termination of such Contract signed between the successful Bidder &PW&PD without incurring any financial obligation in connection therewith.
13. PW&PD has also right to rectify any arithmetical or typo mistake at any time of this process.

**BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE
ANIMALS/BIRDS OF WILDLIFE PARK BANSRA GALI MURREE THROUGH FRAMEWORK
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Section-I: Invitation to Bids

Punjab Wildlife and Parks Department, Rawalpindi (PW&PD) invites sealed bids from eligible bidders for:

Procurement Of Following Goods/ food for the animals/birds of Wildlife Park Bansra Gali Murree.

- (i) Supply of Goods /Food with estimated cost Rs. 9.2 million and bid security 4% of the estimated cost.

Interested eligible bidders can obtain detailed bidding documents which are available in the office of Assistant Director Wildlife Park Bansra Gali Murree, of PW&PD by depositing tender fee of **Rs. 3000/- (non-refundable)** in favor of "Assistant Director Wildlife Park Bansra Gali Murree," through bank challan and may also be downloaded from the website of Punjab Wildlife and Parks Department (www.pwl.gop.pk) & PPRA (www.ppra.punjab.gov.pk).

Sealed and completed technical bids in accordance with the requirement of the bidding documents must reach in the Office of the Deputy Director Wildlife Rawalpindi Region on or before **PST 1040** hours **24th June 2024**, which shall be opened on the **same date** in the presence of bidder's representative (who chose to attend) at **PST 1110** hours in the office of Deputy Director Wildlife Rawalpindi Region of PW&PD. Single Stage two envelopes procedure provided in Punjab Procurement Rules, 2014 (PPR-14) shall be followed in this procurement.

For obtaining any further information or clarifications, please feel free to contact at office of *the Assistant Director Wildlife Park Bansra Gali Murree*, **051-3751149**

Contact: (051-3751149) Website: <https://pwl.gop.pk>

Assistant Director Wildlife Park Bansra Gali Murree.

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Section-II: Instructions to Bidders (ITB)

Note: -*This procurement procedure shall be conducted in accordance with the terms and conditions provided in these bidding documents which are in consonant with Punjab Procurement Rules, 2014 PPR-14. However, where any condition of these documents is in conflict with PPR-14 the provisions of said rules shall prevail.*

2.1.Introduction

2.1.1 Scope of Bid i) The Procuring Agency, as indicated in the Bid Data Sheet (BDS) invites Bids for procurement of different goods as specified in these documents. The successful Bidders will be expected to complete the assignments/ provision of goods within the specified period and timeline(s) as stated in the BDS.

2.1.2 Authorization and Source of Funds i) The Procuring Agency named in the Bid Data Sheet has authorization and intends to procure the distinct goods/ food items for animals and birds of *Assistant Director Wildlife Park Bansra Gali Murree*, through framework contracts and has enough budget for this procurement. The Procuring Agency intends to use this budget for the procurement as provided in these bidding documents from the successful bidder under the framework contracts for which the invitation to bids has been issued.

2.1.3 Eligible Bidders I. The Invitation to Bids is open to all persons i.e. association of firms/companies/sole proprietor registered with relevant Registration Authorities, Tax Departments/ Authorities and as provide in technical evaluation part of this bidding documents except as provided hereinafter,

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 this procurement under this Invitation to Bids.

III. Government-owned enterprises may participate only, if they are duly/legally authorized in this

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regard by the respective/relevant competent forum/authority.

- IV. Bidders shall not be under a declaration of blacklisting by any Government department or by Punjab Procurement Regulatory Authority (PPRA) or any other Regulatory Authority of Pakistan/ Punjab or any other Forum/ Court. During the procurement Process / execution of the Contract, if the firm/ bidder is blacklisted by any Government department or PPRA, if such blacklisted bidder wants to execute the contract awarded after its blacklisting, the bidder/ firm/ contractor shall provide 100% Bank Guarantee against the awarded Contract value and in case the bidder regret to do so then the Procuring Agency may proceed with second highest evaluated bidder after termination of Contract with such bidder or may deduct any loss from the Contractor or may claim additional amount in case its Performance Guarantee /Bid Security is insufficient to satisfy the claim of PW&PD.
- V. Joint Venture, Consortium, or Association is not allowed in this procurement.
- VI. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be non-Responsive. 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 for this procurement under this Invitation for Bids, 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; or
 - 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

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about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or

- f) The bidder has direct relation with any other firm/ company of such kind nature regarding such type of work/ services and same is also in competition by submitting its bid in this process; or
- g) If bidder is family member or family friend of any employee of the Procuring Agency.

x) 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 established 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 any applicable law.
- (f) The firm, contractor and contractor is blacklisted/ debarred by any international organization.

xi) Bidders shall provide to the Procuring

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Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

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

xiii) Bidders shall submit proposals relating to the nature, conditions and modalities.

2.1.4. Eligible Goods and Services

i) All goods and related services to be supplied under the Contract, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such goods and related services.

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 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) 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) A Bidder, if acting in the capacity of sub-contractor in any Bid for this procurement shall not be eligible to submit its bid for the same.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

- i) The 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)

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- (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) Bidder Profile Form
 - (j) General Information Form
 - (k) Affidavit
 - (l) Bid Security Form
 - (m) Technical Bid Form
 - (n) Contract Form
 - (o) Performance Guarantee Form
 - (p) 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 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) 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 at the Procurement 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 Procurement 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 that provides record of the content of communication at the Procuring

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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 above.
 - iv) 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 as provided in this document.
 - v) 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.
 - vi) 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 and by uploading same on the website of the Procuring Agency. 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. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
 - vii) After pre-bid meeting no clarification may be sought from the Procuring Agency by such bidder who attend the pre-bid meeting and did not ask the clarification. Subsequent clarification requirement in such case from such bidder shall not be entertained.
- 2.2.3. Amendment of**
- i) At any time prior to the deadline for submission of Bids, the Procuring Agency, for any reason,

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**Bidding
Documents**

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, and on equal opportunity basis.

- ii) 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, 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.

2.3. 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 attached with this document 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 package wise
- iii) The Bidder's separation of price components in accordance with ITB Clauses above will be solely for the purpose of facilitating the comparison of Bids by

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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.
- ii) The Bidders must adhere to all applicable taxes (imposed by FBR/PRA/any other government organization) while offering financial bid.

**2.3.4.
Documents
Establishing
Bidder's
Eligibility and
Qualification**

- i) Pursuant to above clauses, 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 Procurement Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined above.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procurement Agency's satisfaction:
 - (a) that the Bidder has the all such financial, technical capability necessary to perform the contract;
 - (b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

**2.3.5. 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 as described in these documents.
- iii) The Bid security shall be in Pakistan Rupees and shall

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be in one of the following forms:

(a) Bank Guarantee, Bank call-deposit (CDR), as prescribed in the bid data sheet.

- iv) Any Bid not secured by bid security as stated above shall 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 thirty(30) days after signing of the contract with the winner of this process. However, the bid security of those bidders shall be retained and shall not be returned who opted to file grievance before any forum/ court against bidding process/ evaluation or award of contract and the decision of such grievance is pending. The bidders who remained unsuccessful and want to take back their bid securities; they may get their bid securities back after submitting an affidavit on a stamp paper amounting to Rs.200/- with such statement that, the bidder is satisfied with the bidding process and will never challenge this process before any forum/ court.
 - vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract and furnishing the Performance Guarantee as provided in these documents.
 - vii) The Bid security shall 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 the terms and conditions of this document; **or**
 - ii. Fails to furnish Performance Guarantee in accordance with this document; or
 - iii. If the blacklisting proceedings under applicable laws has been initiated and the bidder is declared blacklisted after due process of law by any department of entity accordingly.
- 2.3.6.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.

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ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity as per PPR-14.

**2.3.7.Format
and Signing of
Bid**

i) The Bidder shall prepare a bid in the light of terms and conditions of these documents.

ii) The Bidder shall authorize a person/ person for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.

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

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. Single stage two envelop process for contract selection as provided in rule 38 of PPR-14 shall be followed.

ii) The inner and outer envelopes shall:

iii) be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and

iv) 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 the date specified in the Bid Data Sheet, pursuant to ITB Clause

v) 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".

vi) Bear the title of the subject procurement or Project

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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.

- vii) This procurement shall be followed by 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:
- viii) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.
- ix) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.
- x) (c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in BDS.
- xi) 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.
- xii) If all envelopes are not sealed and marked as required by ITB or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.
- xiii) Signed and stamp all the documents enclosed with

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the bid including bidding documents.

- xiv) Bidder shall prepare and submit a separate bid against each lot clearly stating the name of the lot.

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. Bids received through courier services shall not be entertained.
- ii) The Procuring Agency may, at its discretion extend this deadline for the submission of Bids by amending the Bidding documents as stated in these bidding documents and in such 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.

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 will be 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 this documents.
- 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 as provided in these documents.
- 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

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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 Committee

- i) The Bid Opening Committee will open all Bids lot wise, 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/attendance sheet as proof of their attendance. Further, submitting of signed & stamped bid shall be considered that the bidder has read, understand, acknowledge all the contents/ terms and conditions of this bidding documents and the bidder shall not object the conditions of this bidding documents at any forum or court after submission of its bid, subsequently.
- 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" or: "MODIFICATION" 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) The Procuring Agency will open the Technical Proposals lot wise in public at the address, date and time specified in the **BDS** in the presence of Bidders' designated representatives who choose to

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attend and other parties with a legitimate interest in the Bid proceedings.

v) 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) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.

vi) 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.

vii) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder.

viii) The Procuring Agency shall prepare minutes of the Bid opening lot wise. 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.

ix) 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.

**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.

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) From the time of Bid opening to the time of contract award, if any Bidder wishes to contact the

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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) For assistance 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. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered. Moreover, Procuring Agency may at any stage ask any clarification from the bidder about its/ their previous conduct in a contract (s), any penalty, successful completion of the contract (s) details about the status of the bidder and in case the bidder refuse to provide such documents/record, the Procuring Agency may reject its/their bid in addition to forfeiting its/their bid security.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. 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 provisions of this documents.
- 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 or terms & conditions and related material;
 - c) All securities requirements;
 - d) Tax requirements;
 - e) Terms and conditions of bidding documents.
 - f) Change in the ranking of the Bidder

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.

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- ii) Arithmetical errors after recommendation of notified committee by Procuring Agency may be rectified.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to conditions of this documents. For purposes of these Clauses, a 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, Applicable Law, Taxes and Duties & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procurement 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 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 lot wise:
 - a) Meets the eligibility criteria defined in relevant clause;
 - 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 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

- i) The Technical Evaluation Committee 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

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deviation or reservation.

- ii) The Technical Evaluation Committee shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Technical Specifications, 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 lot wise, the Technical Evaluation Committee 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

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rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB.

**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, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

**2.5.6. Post-
Qualification &
Evaluation of
Bids**

- i) The Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & other conditions of this documents.
- 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 these documents" conditions, 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 Technical Evaluation Committee will **technically evaluate** the received bids as per Technical Specifications required and declare the responsive bidders.
- iv) The financial evaluation of a Bids will be on the basis of form of Price Schedules/ Financial Bid Form which are enclosed herewith lot-wise and the financial bids shall be included with all applicable taxes. The lowest bidders shall be awarded with

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the contracts as per terms and conditions of bidding documents.

2.5.7.

**Contacting the
Procuring
Agency**

- i) 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.

2.5.8.

**Grievance
Redressal**

- i) Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- ii) 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 procurement laws, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iii) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of its Bid may lodge a written complaint concerning his grievances not later than five (05) days after the announcement of the technical evaluation report. However, the Procuring Agency after completion of the technical evaluation process shall immediately announce the technical evaluation report. The report may be uploaded on the website of PPRA. Any grievance by the bidder received later than prescribed time i.e., five days by the Procuring Agency in regard of technical evaluation of the bids shall be rejected *in-limine*. However, the bidder may file any complaint/ grievance against the final

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evaluation report/ highest offered price results/ bid (at the time of public procurement) to the extent of financial bid acceptance within ten (10) days. Nevertheless, the bidder could not raise any objection against the technical evaluation at the time of grievance submission against the final evaluation report/ highest offered price results.

- iv) 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.
- v) Only the bidder (who participated in the bidding process) may submit its/ their grievances (against technical or final result/evaluation).

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. However, such intimation shall not construe any legal right in favor of the bidder for award of the contract.
- ii) Upon the successful Bidder's furnishing of the Performance Guarantee as required vide these documents the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security as provided in aforementioned clauses.

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 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 above clause(s) shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under applicable laws such as

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PPRA Laws/ rules. After that, the Procuring Agency may decide to award the contract to the next graded (highest bidder) evaluated Bidder, keeping in view the Bid validity time, or call for a fresh financial Bids/ proposals from the technical qualified/ responsive bidders keeping in view the concept of value for money. However, in second round of financial bid the bidder who failed to submit performance guarantee in first round shall not be called/ allowed to participate subsequently.

2.6.3. Signing of Contract

1. 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.
2. The successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency within seven days or as required by the PW&PD.

2.6.4. Award Criteria

- i) Save as otherwise in these bidding documents and PPR-14 Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be technical responsive and has been determined to be the lowest financial evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

2.6.5. Procurement Agency's Right to revise any condition at Time of Award

- i) The Procuring Agency reserves the right at the time of contract award to revise/ change any terms and condition provided in this document without any change in offered/ locked price.

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

- i) 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 signing of the contract.
- 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

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rejection of all Bids or proposals, but shall not be required to justify those grounds.

2.6.7. Re-Bidding

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 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 PW&PD; 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*

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- 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.”*
 - vi. Moreover, if the bidder has concealed any material evidence like fine, penalty, imposing of LD, forfeiting the bid security/performance guarantee or displeasure notification, letter from any Procuring Agency or entity, his bid may be re-evaluated/ rejected.*

ii) Blacklisting & Debarment:

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

- iii) Furthermore, Bidders must keep themselves aware of the provisions stated in PPRA Act, 2009 and Rules, 2014 regarding blacklisting procedure that shall be followed in this process in case any bidder/ contractor found involve in corrupt practice or any other act/ omission prescribed therein.

2.6.9. Quantity and volume of the goods to be considered in

- 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.

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mind
[Framework
Contract
Modality]

- b. The Bidder have to maintain the rates of the goods for the whole financial year/ time of contract.
- 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.

Section-III. Requirement/ Scope of Desirable/ Specification

Punjab Wildlife and Parks Department, Rawalpindi (PW&PD) intends to procure following distinct goods/ food for the animals/birds of *Assistant Director Wildlife Park Bansra Gali Murree*.

Framework contracts lot wise with the technically responsive bidders and whose financial bids are found as the lowest evaluated bids shall be signed for a specific time period (approximately for one year/ extendable) that shall be decided at the time of signing of Contract. Detailed document, specifications/ Scope of Services/ terms and conditions for each lot (*which is integral part of this bidding document*) will be shared/ handed over only with those interested bidders who shall deposit the bidding document fee PKRs. 3,000/- (non-refundable) in the shape of Pay Order made in favor of “**Assistant Director Wildlife Park Bansra Gali Murree,**”. The process of procurement shall be single stage two envelopes and bids shall be evaluated separately as per terms and conditions/ evaluation criteria provided herewith the bidding documents.

Section-IV: Bid Data Sheet

4.1. Bid Data Sheet

The following specific data for the required to complement, supplement, or amend under the provisions provided in the Instructions to Bidders (ITB). Whenever, there is a conflict, the provisions herein (Bid Bata Sheet) shall prevail over those provided in ITB.

Introduction
NAME OF PROCURING AGENCY; PUNJAB WILDLIFE AND PARKS DEPARTMENT
Name of Project, Estimated Cost and Bid Security; Lots here below;
i) Supply of Goods /Food with estimated cost Rs. 9.2 million and bid security 4% of the estimated cost.
For clarification purposes, the Employer's address is: <i>Assistant Director Wildlife Park Bansra Gali Murree, of PW&PD, Rawalpindi. Phone #: 051-3751149</i> , Requests for clarification shall be received by the PW&PD seven (07) calendar days before to the closing date of the bids.
Language of the bid – English
Bid Price and Currency
The price offered against each bid shall be for the preferred site in Assistant Director Wildlife Park Bansra Gali Murree , in accordance with the Schedule of Requirements and all payable taxes shall be the responsibility of the bidder/contractor.
The price shall be in Pak Rupees (including all taxes) and shall be fixed subject to verification.
Performance Guarantee = 10% (06% in shape of Cash & 04% in Shape of Call Deposit) of the offered financial bid/ contract of relevant Tender.
Preparation and Submission of Bids
Single Stage Two Envelop procedure for selection of Contract shall be followed
EVALUATION CRITERIA:
Eligibility Criteria: (Mandatory Requirements):
The bidder has to fulfil all mandatory requirements detailed below, in order to Technically Qualify for the assignment. The interested bidder/Contractor has to provide documentary evidence(s) against the below mentioned requirements in addition to all other as required through this bidding documents:
<ul style="list-style-type: none"> a. Legal Status of the bidder(s) such as (Incorporation Certificate (<i>showing its location and the date of registration</i>), Partnership Deed or Form C/D (whichever is applicable) Affidavit and affidavit on Non-Judicial Stamp paper of Rs. 200 in case of Sole Proprietorship) b. Proof of valid Income Tax Registration (NTN) c. Proof of valid Punjab Sales Tax/ General Sales Tax

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- d.** Proof of Registration with Punjab Food Authority {Except Supply of Fodder (Green & Dry)}
- e.** Proof of valid Professional Tax Certificate.
- f.** Bid Security attached with Technical Bid/proposal which shall be 4% of the estimated cost / price (368000).
- g.** Audited Financial Statement or Bank Statement as required below.
- h.** Past experience of supply of food items as required below.
- i.** Signed & stamped bidding document including all attachments (all type of appendices & statements).
- j.** Average Annual Turnover as required below.
- k.** Affidavit on stamp paper amounting to Rs. 200/- to the effect that:
 - i.** The bidder meets the Eligibility Criteria provided in these bidding documents. Bidder is not currently blacklisted by the Procuring Agency or by any Department/ Entity/ Court or Tribunal throughout the Country/ Pakistan and in case of an international bidder from anywhere in the World.
 - ii.** The documents/photocopies provided with Bid are authentic.
 - iii.** In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per applicable Law/ Rules in addition to criminal proceedings.
 - iv.** All provided information are correct.

Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit Receipt (CDR) in favor of **“Assistant Director Wildlife Park BANSRA GALI MURREE, Punjab Wildlife and Parks Department”**, having its **validity 180 days** from the date of opening of bid that shall be **annexed with the technical proposal (bid)**.

Bid Validity Period: 180 days after the date of opening of bids/ extendable period.

Deadline for **Bid Submission: 24th 2024** no later than **1040 Hours**

Time, Date, and Place for Bid Opening: 24th 2024 at 1110 Hours in Deputy Director Wildlife Rawalpindi Region Office. However, in case of said bid opening/ closing date, the office is closed due to public holiday etc. the next working day shall be considered as the bid submission/ opening date and there would be no change in the time as provided above.

Bid Evaluation

Criteria for technical evaluation shall be as provided in these documents lot wise and Lowest financial bids/ offers shall be accepted against each lot of the technically responsive bidders. Bid's value shall include all applicable taxes if otherwise not provided and the bidders/ contractors shall be responsible of any

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kind of taxes during the life of the contracts.

Contract Award

The Bidders, whose financial bids found the Lowest evaluated bid (lot-wise) among the technically responsive bidders as per requirement of these documents, may be called for the signing of the contract. Terms and conditions of the contract may be revised as per the requirement of PW&PD at the time of signing of contract. In case the successful/ lowest evaluated bidder does not meet the required conditions or refuse to deposit performance guarantee or declared irresponsible due to any reason, the PW&PD/ Procuring Agency reserved the right to call the next responsive/lowest bidder for contract award subject to match with the cost of lowest bid, if PW&PD deems so and if his bid is otherwise acceptable to the PW&PD. However, no bidder can claim for contract in any case.

Note:

1. Original CNIC, in case the owner of the firm/company and the valid authorization letter & CNIC from the bidder to its representative is required in order to attend the pre-bid or bid opening meeting on bidder's behalf.
2. To qualify, the bidder pass/comply with the technical Evaluation Criteria is necessary.
3. Supporting Evidence shall be provided for each criterion (where applicable/ required)
4. PW&PD has right to delete / add / review / any terms and condition or item / scope of work at its own level at any time in accordance with applicable laws at any time.

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4.2. EVALUATION CRITERIA

Disclaimer; following terms and conditions are in addition to the other terms and conditions provided in these bidding documents and mutatis mutandis applicable in each following lots jointly and severally. However, in case any condition of bidding documents found confronted with the following condition than the condition provided herein below shall prevail having overriding affect.

Note; Attested copy(es) of the contract(s)/ supply order(s)/ work order(s) with satisfactory certificate/ note issued by the procuring agency or completion report/ full payment note(s)/ receipt(s) of the contracts should be attached to prove the experience and without such evidence the any documents/ bids shall not be considered for evaluation in all below lots.

LOT#1: TERMS AND CONDITIONS FOR FRAMEWORK CONTRACT OF SUPPLY OF Goods/FEEDING Wildlife Park Bansra Gali Murree, Rawalpindi

Technical Evaluation Criteria

The bidder/ firm will submit documents for technically qualification as given below: Total marks=100, Qualifying marks = 70

Sr No.	Requirement	Qualifying marks	Total marks
1	Bank Statement/ Audited report of last 3 years (w.e.f January 01, 2021 to December 31, 2023)	i. 20 marks for bank balance Rs. 6.000 million or above in all three years. ii. 14 marks for bank balance of Rs. 4.000 million up to Rs. 5.999 million in all three year. iii. 7 marks for bank balance of Rs. 2.000 million and up to 3.999 million in all three years. iv. Less than 2.000 million bank balance in any year; the bid shall be treated as non-responsive and rejected.	20
2	Average Annual Turnover (ATO) of last 3 years (w.e.f January 01, 2021 to December 31, 2023)	1. 15 marks for ATO of Rs. 6.000 million or above in all three years. 2. 10 marks for ATO of Rs. 4.000 million up to Rs. 5.999 million in all three year. 3. 5 marks for ATO of Rs. 2.000 million and up to 3.999 million in all three years.	15

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		<p>4. Less than 2.000 million ATO in any year; the bid shall be treated as non-responsive and rejected.</p>	
3	<p>Employees required for Implementation of Contract</p>	<p>i. 10 marks for 05 or above number of employees. ii. 8 marks for 04 number of employees. iii. 6 marks for 03 number of employees. iv. 4 marks for 02 number of employees. v. 0 marks for less than 02 number of employees. In this case the bid shall be considered non-responsive. Note; Name and copies of original ID cards of the Employees must be attached with the bid(s) along with contracts of employees.</p>	10
4	<p>No. of contracts for supply of food (at least amounting to Rs.7.00 (Seven) million for each contract)</p>	<p>i. 25 marks for more than 05 numbers of contracts. ii. 20 marks for 04 numbers of contracts. iii. 16 marks for 03 numbers of contracts. iv. 12 marks for 02 numbers of contracts. v. No marks for less than 02 number of contracts and the bid(s) shall be considered as non-responsive.</p>	25
5	<p>Specific experience through contract agreement for supply of food items to Wildlife Animals/birds. (Each contract should be the</p>	<p>i. 20 marks for more than 04 numbers of contracts for food supply. ii. 16 marks for 03 numbers of contracts. iii. 12 marks for minimum 02 numbers of contracts. iv. No marks for less than 02 number of contracts. However, this is not a knock down criteria and is considered as a preferable condition.</p>	20

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	value of at least Rs= 5.000 (Five million) for each contract.		
6.	Vehicle registration for the supply of Ration / Any Tender Items of the bidder or blood relative	<p>a. 10 Nos, for 02 Nos. Vehicles registration</p> <p>b. 05 No. for 01 No. Vehicle</p> <p>c. No marks for less than 01 registration of vehicle</p>	10

Terms and conditions:

1. Any person or his family member from management of Wildlife Park Bansra Gali Murree/ PW&PD will not be allowed to participate in tendering process, if found, tender will be cancelled at any stage and bid security will be forfeited.
2. Period of Contract will be one year only from 1st July 2024 to 30th June 2025 extendable as provided in GCC/ SCC.
3. Successful Bidder shall be required to sign the contract agreement within seven days on **E-stamp** paper after the approval of the contract from the competent authority. All expenses in this regard shall be borne by the Bidder otherwise the contractor shall not be allowed to continue and security or first installment will be forfeited.
4. Final approval of tender will be given by the Director General Wildlife and Parks, and then work order will be issued.
5. The Successful bidder/ contractor shall deposit 6% in shape of cash of the estimated amount of the tender 2024-25 in the office of ASSISTANT DIRECTOR WILDLIFE PARK BANSRA GALI MURREE. This amount will be utilized in case of any emergency caused by delay, non-delivery or less delivery of Fodder (Green & Dry) from the contractor to fulfill the requirement of the Animals/birds. The contractor may also be fined if such situation is created by fault of contractor. While the remaining amount of performance guarantee will be in the shape of CDR to the ASSISTANT DIRECTOR WILDLIFE PARK BANSRA GALI MURREE.
6. Successful bidder/ contractor shall provide name and addresses of his representatives and all staff.
7. Contractor will bring Fodder (Green & Dry), Goods & Feed or any other tender item in fresh and fine condition which will be inspected by ASSISTANT DIRECTOR WILDLIFE PARK BANSRA GALI MURREE or his representatives.
8. Deputy Director Wildlife Rawalpindi Region or ASSISTANT DIRECTOR WILDLIFE PARK BANSRA GALI MURREE or his representatives will be authorized to inspect, accept and reject the supplied Fodder (Green & Dry) with sound reasons. Fodder (Green & Dry) Goods & Feed or any other tender item will be provided on time and if the contractor delays the supply or provide low quality or quantity of required Fodder (Green & Dry) Goods & Feed or any other tender

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- item, the contractor will be fined Rs. 5000/- to Rs. 10000/- by the Procuring Agency (Deputy Director Wildlife Rawalpindi region or ASSISTANT DIRECTOR WILDIFE PARK BANSRA GALI MURREE). If the number of fine in a month reaches 12, then tender may be recommended for cancellation and security will be forfeited and the contractor will be blacklisted.
9. The Fodder (Green & Dry) Goods & Feed or any other tender item provided by the contractor will be examined/inspected by the Deputy Director /Assistant Director/ Veterinary Officer/ representative/committee. If any conflict is found then the final decision will be made by the Deputy Director Wildlife Rawalpindi region.
 10. The contractor will be responsible for the supply of Fodder (Green & Dry) Goods & Feed or any other tender item until the approval of the tender for the next financial year. If the contractor disobeys fails this condition, then cost of that supply shall be deducted through performance guarantee.
 11. If the contractor fails to provide quality Fodder (Green & Dry), then Procuring Agency/ Deputy Director Wildlife Rawalpindi region/ ASSISTANT DIRECTOR WILDIFE PARK BANSRA GALI MURREE will provide time of three (3) hours for replacement of such Fodder (Green & Dry) of good quality goods and feed or any other item. Otherwise, the procuring agency will purchase the Fodder (Green & Dry) for that day from the amount of the Cash Security and also has the right to fine Rs. 5000/- to Rs. 10000/-. In this case final decision will be of Procuring Agency/ Deputy Director Wildlife Rawalpindi region.
 12. If the Contractor fails to supply Fodder (Green & Dry) Goods & Feed or any other tender item for 03 days consecutively or such supply is rejected due to low quality Fodder (Green & Dry) the tender may be cancelled and in such case performance guarantee shall be cashed in favor of Procuring Agency besides and the contractor will be blacklisted.
 13. If the representative from the contractor misbehaves with the management or deviates from his duties, the management has the right to fine Rs. 5000/- to Rs. 10000/-. Contractor will be responsible to submit bill at the end of the every month.
 14. All the staff of contractor must wear hygiene uniform and the health fitness report of staff will be submitted by contractor after every six months.
 15. The contractor shall have to comply with directions of the authority in connection with periodic upkeep of the of the premises and surrounding areas. Cleanliness of the area should be ensured by contractor. He shall not cause nuisance to the neighbors or the visiting public.
 16. The contractor shall accommodate all his stock/activities inside the allocated premises and shall not make any encroachment outside except for loading / unloading and general public movement.
 17. Maintenance in respect of repair and upkeep etc will be carried out by the Bidder at its own expense.
 18. Contractor shall at all the times keep the authority indemnified against all claims, demand, suits, damages, charges and expenses which Zoo may sustain or incur in consequences of any injury to any person or to any property resulting directly or indirectly, from any act of omission, or commission on part of contractor, or his/herself employee(s), in the conduct of business for the purpose of which this contract is granted. Decision of authority in all such cases will be final and binding on the contractor.

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19. Contractor will ensure that Food items are fresh and not expired and follow all SOP's as approved by Punjab Food Authority. The contractor, while allowing visitors in the food court area Shall also be directly responsible for any kind of damage, theft or any unavoidable circumstances happened. No rebate, concession or adjustments will be offered.
20. If any employee is declared undesirable by the zoo management, the Bidder will be required to terminate the employee and the person will not be allowed to enter the Zoo.
21. The contractor shall be required to employ healthy and ethical employee to work at the food court and shall submit the address, photographs and photocopies of their identity cards to the Zoo office before starting the contract. So that card can be issued to them, no employee will be able to work without the card. It will be necessary for these employees to wear the uniform approved by the zoo management and the contractor will be responsible for providing the uniform.
22. In the event of such dispute, the matter shall be referred to the authority for arbitration and mediation, whose decision shall be final and both parties shall be bound to accept the decision.
23. If the contractor is unable to pay any dues during the contract period, then these dues will be recovered as government money by the zoo administration in accordance with the govt. law. And in case of completion of the contract, the dues will be recovered from the security money/performance guarantee.
24. The contractor will protect its own equipment, management will not be responsible for any damage to the Bidder or management will not provide any place to keep the equipment.
25. In the case of consent of both parties, the Chairman of the Captive Wildlife Management Committee shall be authorized to modify one or more of the conditions on the recommendations of the authority of the Zoo and shall take the final decision.
26. Any other matter connected that has not been specified in the contract shall be dealt with and decided by the authority after affording the opportunity of hearing. The Bidder shall abide by such decision and shall not go in litigation against such decision before arbitration.
27. In case of any natural calamity, the damages caused so far to the contractor's property shall not be the responsibility of the zoo authorities and no rebate whatsoever shall be given to the contractor.
28. Estimated quantity of fodder(green & dry) Goods & Feed or any other tender item which is described in financial bid form required to be supplied in Zoo in fresh and hygienic/ good conditions throughout the contract period on daily basis at the price agrees between the parties through framework contract.
29. The contractor will be responsible to supply fodder (green and dry), goods and feed or any other items on the relevant point of the Wildlife Park Bansra Gali Murree.
30. During Eid Holidays /Muharram Holidays or during the strike & road blockage, or any other public holiday, the contractor will be responsible to supply ration /any other tender items on time.

Section-V: General Conditions of Contract

1. Definitions

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

- a. “Applicable Laws/ Rules” means the laws/ Rules of Islamic Republic of Pakistan/Punjab, as they may be issued and enforced from time to time.
- b. “Authority” means Punjab Wildlife and Parks Department, Lahore.
- c. “Bidder” means who accept all the terms & conditions of these bidding documents and submit its bid and participate as a competitor in the process of this procurement
- d. “Bid” means a tender or an offer, in response to this invitation by a person, consultant, firm, company or an organization, consortium/ joint venture (if allowed) expressing his or its willingness to undertake to complete this procurement/ task at a price decided between the parties accordingly.
- e. “Bid Security” means the bank guarantee or other form of security submitted by a bidder together with a bid to secure the obligations of the bidder participating in a bidding proceedings
- f. “Blacklisting” means debarring the bidder/ Contractor to participate in any procurement process on any ground provided in the document and uploaded its status on PPRA website or any other procurement site of the country/ world as blacklisted.
- g. “Committee” means any committee notified by the Procuring Agency for opening, technical or financial evaluation of the bids may be received in this procurement process and any other type of Committee.
- h. “Conflict of Interest” means
 - i. where a bidder/ Contractor could be perceived as providing biased professional advice to a Procuring Agency to obtain an undue benefit for himself or those affiliated with him;

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- ii. receiving or giving any remuneration directly or indirectly in connection with the assignment except as providing in the contract;
 - iii. any engagement in consulting or other procurement activities of a Contractor that conflicts with his role or relationship with the Procuring Agency;
 - iv. where an official of Procuring Agency engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement in a direct or an indirect
- i.** “Contract” means the agreement entered into between the PW&PD and the bidder/Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- j.** “Contract Price” means the price payable by the Contractor to the Authority under the Contract for the full and proper performance of its contractual obligations.
- k.** “Competent Authority” means the officer(s) empowered to approve the bidding process and the contract on behalf of PW&PD.
- l.** “Company” means a company registered or deemed to be register under companies Act, 2018 or under any other authority or foreign company registered in Pakistan.
- m.** “Contractor” means a legally established professional firm/ company/ or entity that may provide(s) the goods or services to the client under the contract
- n.** “Corrupt & Fraudulent Practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract,

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collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty. ; it may include any of the following:

- i. Coercive practice by impairing or harming or threatening to impair or harm, directly or indirectly, any party or property of the party to influence the action of the party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii. Collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the Procuring Agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- iii. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to 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, person or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening,

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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;

- o.** “Day” means calendar day and “Year” means calendar year if otherwise not provided.
- p.** “Firm” means a firm register or deemed to be register with the office of registrar.
- q.** “GCC” means the General Conditions of Contract contained in this section.
- r.** “Lot” means a collection or group of objects, items, things, desirables, works, services, or set of things required by Procuring Agency through this process, bidding documents and evaluated technically as per prescribed evaluation criteria.
- s.** “Performance Guarantee” means the bank guarantee or other form of security submitted by the contractor to secure obligations under the contract in accordance with the requirement in the bidding document
- t.** “Province” means Punjab Province.
- u.** “SCC” means the Special Conditions of Contract.
- v.** “Services” means the work to be performed by the firm/company or entity pursuant to the contract or any ancillary services related to supply of required goods, such as transportation and insurance.
- w.** “Supplier” means the contractor or goods/ services supplier or any person on behalf of contractor for supplying of required goods in the Bansra Gali Murree Park/ destination under the contract.
- x.** “Procuring Agency” means PW&PD or any other authorized officer of the department
- y.** “Punjab Wildlife and Parks Department” means the organization intends to procure different goods for

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animals/Birds of Wildlife Park Bansra Gali Murree.

z. “The Project Site,” where applicable, means the place or places named i.e. Bansra Gali Murree Park, in SCC or directed by the PW&PD.

aa. “Working Day” mean day when office is not closed due to any public notified holiday

bb. “Work” means all such work required or may be required by PW&PD through this process of framework Contract.

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.

4. Standards

4.1. The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and terms and conditions of the contract.

5. Use of Contract Documents and Information; Inspection and Audit by the Procuring Agency.

5.1. The Contractor shall not, without the Procurement 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 Contractor 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 Contractor shall not, without the Procurement Agency’s prior written consent, make use of any document or information enumerated in GCC Clauses except for purposes of executing the Contract.

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

5.4. The Contractor shall permit the Procuring Agency to inspect the Contractor’s accounts and records relating to

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the performance of the Contractor and to have them audited by auditors appointed by the donors, if so required by the donors.

7. Performance Guarantee

7.1. Within seven (07) 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 & SSC.

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

7.3. 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) a Bank call-deposit (CDR) issued by a reputable bank located in the Procurement Agency's country.

7.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor'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.

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.

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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.

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

9. Transportation

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

10. Incidental Services

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

- (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; and

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
- (ii) original price of goods.

11. Warranty

The Supplier warrants that the Goods supplied under the Contract are not contrary to the specification/requirement.

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-

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14 including Blacklisting.

- 12. Payment**
- 12.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 12.2. 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, and upon fulfillment of other obligations stipulated in the Contract.
- 12.3. 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.
- 12.4. The currency of payment is a per BDS.
- 13. Prices**
- 13.1. 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.
- 14. Change Orders**
- 14.1. The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC, make changes within the general scope of the Contract, quantity or items and the place of delivery; and/or
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.
- 15. Contract Amendments**
- Subject to GCC, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties.

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- 16. Assignment** The Supplier shall not assign the whole of contract to anybody else or hire the services of any sub-contractor. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.
- 17. Delays in the Supplier's Performance**
- 17.1. 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.
- 17.2. 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.
- 17.3. Except as provided under GCC Clause, 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, unless an extension of time is agreed upon pursuant to GCC Clause without the imposition of liquidated damages.
- 18. Liquidated Damages**
- 18.1. Subject to GCC Clause, 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.

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**19. Termination
for Default**

19.1. 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;
- (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:

(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:

- vii. 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;
- viii. 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;

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

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.

**19. Termination
for Insolvency**

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.

**20. Termination
for Convenience**

Procuring Agency, by written notice sent to the Contractor, 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 Procurement Agency's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date

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upon which such termination becomes effective.

**21. Resolution
of Disputes**

21.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Contractor 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.

21.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the Director General of PW&PD being the sole arbitrator in such case. However, the sole arbitrator may decide the dispute himself or refer it to any committee duly notified for this purpose. The contractor shall follow the directions/ decision of the sole arbitrator or the committee what the case may be.

**22. Applicable
Law**

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

23. Notices

23.1 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 means for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.

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

**24. Taxes and
Duties**

24.1. Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the contract. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be discussed between the parties and shall be decided in accordance with applicable law by the authority/ Procuring Agency. However, in any case PW&PD shall not be liable or responsible for any type of tax and it shall be deducted from the Contractor's securities.

**25.
Extension in
Contract period
{where
applicable}**

Initially the contract will be for a period of (1) one-year. However, the same may be extended by the competent authority, on the satisfactory performance by the contractor for further, on the rate & TORs decided at the time of extension. Extension in the contract agreement

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shall be the discretion of the DG PW&PD and the contractor has no right to claim further extension as a matter of right.

Section-VI. Special Conditions of Contract

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: Punjab Wildlife and Parks Department

GCC 1.1 (h)—The Procurement Agency's country is: Pakistan

GCC 1.1 (i)—The Contractor is: After due process accordingly

2. Period of Contract and extension of period:

The contract duration will be one (01) year initially (extendable for a further period on the satisfactory performance of the contractor) starting w.e.f the date of agreement. However, extension may not be claim as a legal right by the contractor and it is the sole right of the Director General of PW&PD.

3. Execution and Delay penalty.

The successful bidder shall start the services within 03 days after signing of contract agreement. However, in case of delay of start of the services beyond 03 days, Rs. 2000/- per day penalty shall be applicable.

The management of Bansra Gali Murree Park shall have the power to recommend cancellation of the contract on seven days' notice in public interest for administrative reasons or unsatisfactory performance.

4. Violation of any condition of the contract may result in cancellation of the contract without notice and forfeiture of the security deposit / performance guarantee.

5. Special Conditions;

- i. The Bidder shall not be permitted to transfer the contract to any other person or party, if found to be so the contract shall be cancelled and the security amount will be forfeited in addition to blacklisting of the contractor.
- ii. In case of default of contractor to discharge his obligations under the contract for any reason, then, without prejudice to the claims of the Department against the contractor, the Department shall be entitled to recover from the performance guarantee, not only the amount including charges, dues and fees which may have become due under the contract, but also the cost of re-bid/ procedure in this regard.

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- iii. The contractor shall ensure daily supply of the food to the animals/ birds in time as decided/ required by the administration of the Bansra Gali Murree Park throughout the period of the contract on the same price/ cost without compromising the quality of the food. In this regard no excuse to supply of daily food shall be accepted as delay or holiday to supply food directly affect the health/ life of the animals/ birds which cannot be compromise in any case. In case of default/ fail to supply daily food the Procuring Agency may terminate the contract at once without notice and initiate legal action against the contractor.

6. Inspection

Physical inspection of the bidder/ contractor firm/ organization/office/ sights or place(s) may be conducted by the Department during the period of the contract or before signing of the contract and in such case if PW&PD deems so, Third Party Validation or inspection/ tests from any other government department (s) may be conducted on Contractor's risk/cost.

7. Notices

Procurement Agency's address for notice purposes: Punjab Wildlife and Parks Department, Lahore.

Section-VII. Schedule of Requirements

7.1 Schedule of Requirements

Location	Delivery Time Period
Wildlife Park Bansra Gali Murree. Punjab Wildlife and Parks Department	Contractor shall be required to start the services within three (03) working days after signing of Contract or as prescribed in the contract agreement.

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8.2 Undertaking

I _____ S/O _____ CNIC
_____ resident of _____ on behalf of (Name
of bidder/Contractor/JV/ Consortium) address
_____ being its
_____ (*designation*) declares solemnly on oath that all the
information/ documents deposited/ attached with the bidding documents
are true and genuine.

The bidder/ undersigned has read and understand all the terms &
conditions of the bidding document/ amendments etc. and accept each and
every condition thoroughly.

The bidder/company/ undersigned has no objection on any term &
conditions of the entire bidding documents and shall never challenge these
term & conditions after submitting of our bids before any court/forum. I/ we
/ undersigned shall follow the instructions of PW&PD regarding this bidding
process till the completion of this assignment.

All above contents are true and fair to the best of my knowledge and behalf.

Notarized this _____ day of 20_____

Signature: _____

Stamp: _____

Note: Bidder/Contractor is required to fill this undertaking and submit with
your bid and in case of failure bid shall be rejected straight forward.

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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) Audited Financial Statement Attachment/Income Tax Returns

Yes	No
-----	----

b) Details of Experience

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

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

8.6. Affidavit

[To be printed on PKR 200 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 *[wildlife park bansra gali murree i.e PW&PD]* 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 *[PW&PD]*. The undersigned further affirms on behalf of the firm that:

- (i) The firm is neither currently blacklisted by any Department nor any litigationis pending before PPRA/Competent Authority/Procuring Agencyor any other court of law competence in this regard against any such blacklisting order.
- (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)The bidder/firm has never been punished by any Department/PPRA/ Court on the ground of non-fulfilment of the contract/ obligations or its bid security/ performance guarantee has been forfeited or LD imposition and in case of any punishment undersigned has already stated in my bid specifically where required.

*[Name of the Contractor/ Bidder/ Contractor]*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 letterhead. To be attached with Technical Bid]

To:

[Assistant Director Wildlife Park Bansra Gali Murree PW&PD, Rawalpindi]

WHEREAS *[name of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. *[Reference number of the contract]* dated _____ 20____ to supply *[description of services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Contractor’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, 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 Contractor 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 _____ 20_____.

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

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8.9. Contract Form

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

THIS AGREEMENT made on the ____ day of _____ 20____ between *Punjab Wildlife and Parks Department*(hereinafter called “the PW&PD”) on the one part and *[name of Contractor]* of *[city and country of Contractor]* (hereinafter called “the Contractor”) 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 Contractor 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 offered/ submitted by the Bidder;
 - (b) the Terms and Conditions;
 - (c) the Technical Specifications& Scope of Services;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procurement Agency’s Notification of Award.
 - (g) Contract agreement
 - (h) Complete Bidding document
 - (i) The clarifications provided to the Contractors
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to provide the goods and services and to rectify pointed observations therein in conformity with all respects in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with applicable laws in Punjab/Pakistan the day_____ and year_____ mentioned above and the discretion of competent authority i.e Director General Wildlife & Parks shall has the exclusive jurisdiction to adjudicate upon any matter arising out during this contract.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency/ PW&PD)

Signed, sealed, delivered by _____ the _____ (for the Contractor

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8.11. Bid Security Form

*[To be signed & stamped by the Bidder 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”).

KNOW ALL PEOPLE by these presents that WE*[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound onto PW&PD (hereinafter called “the Procuring Agency”) in the sum of for which payment will and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

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 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;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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 of the bank]

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Financial Bid Firm/ Price Schedule for Supply of GOOD/FEED

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

Sr. No.	Item Name	Specifications / dimensions	Quantity	Estimated Price per Kg	Offered Price Per Kg	Total Price (in words) without taxes	Total Price (in Figures) without taxes
1.	Apple (Desi)	Fresh and Fine Condition	-----				
2.	Banana (good quality)	Fresh and Fine Condition	-----				
3.	Cucumber	Fresh and Fine Condition	-----				
4.	Guava	Fresh and Fine Condition	-----				
5.	Maize Bhutta	Fresh and Fine Condition	-----				
6.	Melon (at least 1 kg)	Fresh and Fine Condition	-----				
7.	Milk (half Liter) Nestle / Haleeb / Olpers)	Fresh and Fine Condition	-----				
8.	Onion dry	Fresh and Fine Condition	5kg				
9.	Bajra	Fresh and Fine Condition	-----				
10.	Poultry feed (Big bird/National/High Tech No.1 Bird Mesh:2 Chick Starter 3 surrounding	Fresh and Fine Condition	3332 kg				
11.	Ice	Good quality	9200kg				
12.	Parched grams	Fresh and Fine Condition	2238kg				
13.	Gur	Fresh and Fine Condition	352kg				
14.	Paralii	Fresh and Fine Condition	1000kg				
15.	Alsi	Fresh and Fine Condition	12kg				
16.	Spinach (desi)	Fresh and Fine Condition	722kg				
17.	Green Chilli (Fresh)	Fresh and Fine Condition	2.5kg				
18.	Kangni	Fresh and Fine Condition	-----				

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19.	Water Melon (at least 4 kg)	Fresh and Fine Condition	-----				
20.	Salt (crushed/non crushed)	Fresh and Fine Condition	-----				
21.	Sunflower Seed	Fresh and Fine Condition	-----				
22.	Maize (crushed/non crushed)	Fresh and Fine Condition	-----				
23.	Ground Nut (Peanuts)	Fresh and Fine Condition	350kg				
24.	Beef (raan)	Fresh and Fine Condition	-----				
25.	Beef Bone Less (Big Animal)	Fresh and Fine Condition	4437kg				
26.	Mutton (raan)	Fresh and Fine Condition	-----				
27.	Mutton boneless	Fresh and Fine Condition	-----				
28.	Chicken (Broiler healthy)	Fresh and Fine Condition	212kg				
29.	Chicken bone less (Broiler healthy)	Fresh and Fine Condition	-----				
30.	Chicken (live healthy)	Fresh and Fine Condition	-----				
31.	Tandoori roti	Fresh and Fine Condition	-----				
32.	Green fodder barseem	Fresh and Fine Condition	28145kg				
33.	Green Fodder Maize	Fresh and Fine Condition	61425kg				
34.	Green fodder Javi	Fresh and Fine Condition	-----				
35.	Chowker	Fresh and Fine Condition	-----				
36.	Khal Banola	Fresh and Fine Condition	-----				
37.	Eggs	Fresh and Fine Condition	152 dozen				
38.	ICC Wanda	Fresh and Fine Condition	921 kg				
39.	Garlic	Fresh and Fine Condition	3kg				
40.	Ginger	Fresh and Fine Condition	-----				
41.	Khurtam Dana	Fresh and Fine Condition	-----				
42.	Viper	Good quality	-----				
43.	Broom (Tinka)	Good quality	15kg				

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44.	Drinker Plastic Large	Good quality	-----				
45.	Drinker Plastic Small	Good quality	-----				
46.	Feeder Plastic Large	Good quality	-----				
47.	Feeder Plastic Small	Good quality	-----				
48.	Vim Powder	Good quality	-----				
49.	Bulb 100 Watt (Philips)	Good quality	-----				
50.	Energy Saver LED	Good quality	-----				
51.	Choona Khaka	Good quality	800kg				
52.	Phenyl	Good quality	45liter				
53.	Acid	Good quality	36 liter				
54.	Talwaar	Good quality	-----				
55.	Belcha	Good quality	-----				
56.	Kassi	Good quality	-----				
57.	Gainti	Good quality	-----				
58.	Hand Wheel Barrow	Good quality	-----				
59.	Security Lock (04 inch)	Good quality	12 Nos.				
60.	Medicine	Good quality	As per need				
61.	Mineral water	Good quality	13908liter				
<i>Total Price in figures including all applicable taxes; Rs.</i>							
<i>Total Price in words including all taxes;</i>							

Total bid value (against which a bid shall be evaluated) in figures.

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

Detail of all applicable taxes/duties/charges, which must be included in the rates quoted by bidder, is given as below:

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Note:

- I. In case of difference between unit price and total price, unit price shall prevail and total price shall be “final”.
- II. In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.
- III. A bid not compliant or excluding applicable taxes and duties shall straight away be rejected.
- IV. The financial bids shall be evaluated on Lump sum basis and overall lowest financial bid shall be consider for award of contract awarded. However, abnormal financial coated bid against any item above may be rejected to the extent of that item and the remaining quoted financial bids shall be calculated by deleting the abnormal financial bid thereafter the lowest bid shall be considered for award of contract. The abnormal financial bid means such bid which is more than 10% higher to the estimated cost of specific item.
- V. The bidder shall quote its offer price against all required items/ goods and incomplete bid may not be consider.
- VI. However, Procuring Agency may consider the bid if unintentionally any item/ Colum left blank/ unquoted/ without cost than the estimated cost of that item shall be consider and calculated accordingly.
- VII. In case the applicable taxes are not included in quoted total bid price than such bid shall be consider after including all applicable taxes such as GST in the quoted total bid price.

Stamp & Signature of Bidder: _____

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE ANIMALS/BIRDS OF WILDLIFE PARK BANSRA GALI MURREE THROUGH FRAMEWORK CONTRACTS FOR FINANCIAL YEAR 2024-2025

Section IX- Check List lot wise

[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 Tender fee along with Bidding Documents.		
2	The Bid security must be submitted with technical proposal.		
4	Active Registration with Income Tax Authorities (National Tax Number NTN) at least three years old		
5	Copy of active Registration with Sales Tax Authorities (STRN)		
6	Copy of active Registration (Professional Tax Certificate)		
8	Experiences of similar nature performed / executed.		
9	Technical Bid Form (as per Bidding documents) on letterhead of the firm duly signed and stamped.		
10	Bid Security Form (as per Bidding documents) on letterhead of the firm, duly signed and stamped.		
12	Performance Guarantee Form (as per Bidding documents) on letterhead of the firm, duly signed and stamped.		
13	General Information Form (as per Bidding documents) on letterhead of the firm duly signed and stamped.		
	Affidavit (on non-judicial Stamp Paper of Rs. 200/- i) The bidder meets the Eligibility Criteria/ <i>Eligible Bidders of the bidding document.</i> ii) The firm is not currently blacklisted by the Procuring Agency. iii) 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. iv) Affidavit for correction of information Form (as per form of Bidding documents) on letter head of the firm, duly signed and stamped.		
15	i. Work order / supply order / purchase order of previous relevant experience. ii. Company profile. Staff list along with location and address[<i>where applicable</i>]. iii. Income Tax Returns/Audited Financial Statement, National tax number Certificate, General Sale Tax Number Certificate iv. Bidders profile Form (as per Bidding documents) on letterhead of the firm, duly signed and stamped.		

Stamp & Signature of Bidder _____

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE ANIMALS/BIRDS OF WILDLIFE PARK JAUHARABAD DISTRICT KHUSHAB THROUGH FRAMEWORK CONTRACTS

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE ANIMALS/BIRDS OF WILDLIFE PARK JAUHARABAD DISTRICT KHUSHAB THROUGH FRAMEWORK CONTRACTS

Tender No: /-----/ 24th June/24

PUNJAB WILDLIFE AND PARKS DEPARTMENT

Date: ----- June/2024

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE ANIMALS/BIRDS OF WILDLIFE PARK JAUHARABAD DISTRICT KHUSHAB THROUGH FRAMEWORK CONTRACTS

DISCLAIMER

1. The Punjab Wildlife and Parks Department (“PW&PD”) has prepared these bidding documents for the procurement of different goods/ food for the animals/birds in Wildlife Park Jauharabad District Khushab situated at Wildlife Park Jauharabad District Khushab through framework contracts. This request constitutes no commitment on the part of the PW&PD to enter into any arrangements with any bidder in respect of this proposed procurement or otherwise.
2. The information contained in these bidding documents or as may be subsequently provided to bidder (whether verbally or in documentary or any other form) by or on behalf of the PW&PD, on the terms and conditions set out in these bidding documents, are indicative only and are provided solely to assist in a preliminary assessment of the proposed procurement. Moreover, each Bid (including each lot- if any) shall be evaluated in accordance with the prescribed Technical/ Financial Criteria provided in the Bidding Documents.
3. These bidding documents do not constitute an agreement; its sole purpose is to provide interested bidders with information that may be useful for them in preparing their bids pursuant to these bidding documents.
4. These bidding documents may not be appropriate for all persons and it is not possible for PW&PD to consider the objectives and particular needs of each party, which reads or uses these bidding documents.
5. The assumption, assessment, statements and information contained in these bidding documents may not be complete, accurate and adequate or correct for the purposes of any or all bidders.
6. Each bidder shall, therefore, conduct its own due investigation and analysis, check the accuracy, adequacy, correctness, reliability and completeness of the assumption, assessments, statements and information contained in these bidding documents and seek independent professional advice on any or all aspects of these bidding documents, as deemed appropriate. However, PW&PD not under obligation to consider any such advice or opinion.
7. All information submitted in response to these bidding documents becomes the property of the PW&PD, including all business information and proprietary data submitted with all rights of communication and disclosures.
8. The PW&PD shall not be responsible for non-receipt or missing or delay of any correspondence/ bid etc., sent by the post / courier / email / fax by the bidder.
9. No decision shall be based solely based on the information provided for any statements, opinions or information provided in these bidding documents.
10. While submitting a proposal in response to these bidding documents, each bidder certifies that he/it understands, accepts and agrees to the disclaimers set forth above.
11. Nothing contained in any provision of these bidding documents, any statements made orally or in writing by the person or party/bidder/contractor shall have the effect of negating, or suspending any of the disclaimers set forth herein.
12. PW&PD reserves the right to withdraw it or cancel this bidding process or any part thereof, or to vary any of its term at any time during the completion of this process & Contract milestone or termination of such Contract signed between the successful Bidder & PW&PD without incurring any financial obligation in connection therewith.
13. PW&PD has also right to rectify any arithmetical or typo mistake at any time of this process.

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE ANIMALS/BIRDS OF WILDLIFE PARK JAUHARABAD DISTRICT KHUSHAB THROUGH FRAMEWORK CONTRACTS

Section-I: Invitation to Bids

Punjab Wildlife and Parks Department, Lahore (PW&PD) invites sealed bids from eligible bidders for:

Procurement of Following Goods/ food for the Animals/Birds of Wildlife Park Jauharabad District Khushab.

- (i) Supply of tender items (Goods / Food) with estimated cost Rs. 09 million and bid security 4% of the estimated cost.

Interested eligible bidders can obtain detailed bidding documents which are available in the office of Deputy Director Wildlife Sargodha Region Sargodha & Assistant Director Wildlife District Khushab of PW&PD by depositing tender fee of **Rs. 3000/- (non-refundable)** in favor of Assistant Director Wildlife District Khushab Punjab Wildlife and Parks Department”, may also be downloaded from the website of Punjab Wildlife and Parks Department (www.pwl.gop.pk) & PPRA (www.ppra.punjab.gov.pk).

Sealed and completed technical bids in accordance with the requirement of the bidding documents must reach in this office on or before **PST 1200 hours June 24th, 2024**, which shall be opened on the **same date** in the presence of bidder’s representative (who chose to attend) at **PST 1230** hours in the office of Deputy Director Wildlife Rawalpindi Region of PW&PD. Single Stage two envelopes procedure provided in Punjab Procurement Rules, 2014 (PPR-14) shall be followed in this procurement.

For obtaining any further information or clarifications, please feel free to contact at office of *Deputy Director Wildlife Sargodha Region Sargodha*

Deputy Director Wildlife Sargodha Region Sargodha

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BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE ANIMALS/BIRDS OF WILDLIFE PARK JAUHARABAD DISTRICT KHUSHAB THROUGH FRAMEWORK CONTRACTS

Section-II: Instructions to Bidders (ITB)

Note: - *This procurement procedure shall be conducted in accordance with the terms and conditions provided in these bidding documents which are in consonant with Punjab Procurement Rules, 2014 PPR-14. However, where any condition of these documents is in conflict with PPR-14 the provisions of said rules shall prevail.*

2.1. Introduction

2.1.1 Scope of Bid

- i) The Procuring Agency, as indicated in the Bid Data Sheet (BDS) invites Bids for procurement of different goods as specified in these documents. The successful Bidders will be expected to complete the assignments/ provision of goods within the specified period and timeline(s) as stated in the BDS.

2.1.2 Authorization and Source of Funds

- i) The Procuring Agency named in the Bid Data Sheet has authorization and intends to procure the distinct goods/ food items for animals and birds of Wildlife Park Jauharabad District Khushab, through framework contracts and has enough budget for this procurement. The Procuring Agency intends to use this budget for the procurement as provided in these bidding documents from the successful bidder under the framework contracts for which the invitation to bids has been issued.

2.1.3 Eligible Bidders

- I. The Invitation to Bids is open to all persons i.e. association of firms/companies/sole proprietor registered with relevant Registration Authorities, Tax Departments/ Authorities and as provide in technical evaluation part of this bidding documents except as provided hereinafter,
- 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 this procurement 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.

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IV. Bidders shall not be under a declaration of blacklisting by any Government department or by Punjab Procurement Regulatory Authority (PPRA) or any other Regulatory Authority of Pakistan/ Punjab or any other Forum/ Court. During the procurement Process / execution of the Contract, if the firm/ bidder is blacklisted by any Government department or PPRA, if such blacklisted bidder wants to execute the contract awarded after its blacklisting, the bidder/ firm/ contractor shall provide 100% Bank Guarantee against the awarded Contract value and in case the bidder regret to do so then the Procuring Agency may proceed with second highest evaluated bidder after termination of Contract with such bidder or may deduct any lose from the Contractor or may claim additional amount in case its Performance Guarantee /Bid Security is insufficient to satisfy the claim of PW&PD.

V. Joint Venture, Consortium, or Association is not allowed in this procurement.

VI. A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be non-Responsive. 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 for this procurement under this Invitation for Bids, 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; or
- 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

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- f) The bidder has direct relation with any other firm/ company of such kind nature regarding such type of work/ services and same is also in competition by submitting its bid in this process; or
 - g) If bidder is family member or family friend of any employee of the Procuring Agency.
- x) 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 established 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 any applicable law.
 - (f) The firm, contractor and contractor is blacklisted/ debarred by any international organization.
- xi) 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.
- xii) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

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xiii) Bidders shall submit proposals relating to the nature, conditions and modalities.

2.1.4. Eligible Goods and Services

i) All goods and related services to be supplied under the Contract, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such goods and related services.

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 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) 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) A Bidder, if acting in the capacity of sub-contractor in any Bid for this procurement shall not be eligible to submit its bid for the same.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

- i) The 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) Bidder Profile Form
 - (j) General Information Form
 - (k) Affidavit
 - (l) Bid Security Form
 - (m) Technical Bid Form
 - (n) Contract Form
 - (o) Performance Guarantee Form

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(p) 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 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) 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 at the Procurement 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 Procurement 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 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 above.
- iv) 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 as provided in this document.

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- v) 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.
- vi) 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 and by uploading same on the website of the Procuring Agency. 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. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
- vii) After pre-bid meeting no clarification may be sought from the Procuring Agency by such bidder who attend the pre-bid meeting and did not ask the clarification. Subsequent clarification requirement in such case from such bidder shall not be entertained.

**2.2.3.
Amendment of
Bidding
Documents**

- i) At any time prior to the deadline for submission of Bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a 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, and on equal opportunity basis.
- ii) 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, 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.

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2.3. 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 attached with this document 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 package wise and lot-wise
- iii) The Bidder's separation of price components in accordance with ITB Clauses 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.
- ii) The Bidders must adhere to all applicable taxes (imposed by FBR/PRA/any other government organization) while offering financial bid.

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2.3.4. Documents Establishing Bidder's Eligibility and Qualification

- i) Pursuant to above clauses, 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 Procurement Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined above.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procurement Agency's satisfaction:
 - (a) that the Bidder has the all such financial, technical capability necessary to perform the contract;
 - (b) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

2.3.5. 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 for feature as described in these documents.
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
 - (a) Bank Guarantee, Bank call-deposit (CDR), as prescribed in the bid data sheet.
- iv) Any Bid not secured by bid security as stated above shall 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 thirty (30) days after signing of the contract with the winner of this process. However, the bid security of those bidders shall be retained and shall not be returned who opted to file grievance before any forum/ court against bidding process/ evaluation or award of contract and the decision of such grievance is pending. The bidders who remained unsuccessful and wants to take back their bid securities; they may get their bid securities back after submitting an affidavit on a stamp paper amounting to Rs.200/- with such statement that,

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the bidder is satisfied with the bidding process and will never challenge this process before any forum/ court.

- vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract and furnishing the Performance Guarantee as provided in these documents.
- vii) The Bid security shall 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 the terms and conditions of this document; **or**
 - ii. Fails to furnish Performance Guarantee in accordance with this document; or
 - iii. If the blacklisting proceedings under applicable laws has been initiated and the bidder is declared blacklisted after due process of law by any department of entity accordingly.

2.3.6. 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.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity as per PPR-14.

2.3.7. Format and Signing of Bid

- i) The Bidder shall prepare a bid in the light of terms and conditions of these documents.
- ii) The Bidder shall authorize a person/ person for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of bid. However, in case of any issue bidder shall be responsible for all consequences.
- iii) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the Bid.

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. Single stage two envelop process for contract selection as provided in rule 38 of PPR-14 shall be followed.
- ii) The inner and outer envelopes shall:
- iii) be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
- iv) 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 the date specified in the Bid Data Sheet, pursuant to ITB Clause
- v) 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”.
- vi) 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.
- vii) This procurement shall be followed by 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:
- viii) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.
- ix) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.

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- x) (c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in BDS.
- xi) 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.
- xii) If all envelopes are not sealed and marked as required by ITB or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.
- xiii) Signed and stamp all the documents enclosed with the bid including bidding documents.
- xiv) Bidder shall prepare and submit a separate bid against each lot clearly stating the name of the lot.

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. Bids received through courier services shall not be entertained.
- ii) The Procuring Agency may, at its discretion extend this deadline for the submission of Bids by amending the Bidding documents as stated in these bidding documents and in such 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.

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2.4.3. Late Bids iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency will be 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 this documents.
- 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 as provided in these documents.
- 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 Committee

- i) The Bid Opening Committee 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/attendance sheet as proof of their attendance. Further, submitting of signed & stamped bid shall be considered that the bidder has read, understand, acknowledge all the contents/terms and conditions of this bidding documents and the bidder shall not object the conditions of this

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- bidding documents at any forum or court after submission of its bid, subsequently.
- 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” or: MODIFICATION” 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) The Procuring Agency will open the Technical Proposals lot wise 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.
 - v) 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) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate.
 - vi) 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.
 - vii) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder.

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viii) 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.

ix) 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.

**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.

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) 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) For assistance 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. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered. Moreover, Procuring Agency may at any stage ask any clarification from the bidder about its/ their previous conduct in a contract (s), any penalty, successful completion of the contract (s) details about the status of the bidder and in case the bidder refuse to provide such documents/record, the Procuring Agency may reject its/their bid in addition to forfeiting its/their bid security.

ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. One Envelope Procedure, Only the correction of

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arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with provisions of this documents.

- 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 or terms & conditions and related material;
 - c) All securities requirements;
 - d) Tax requirements;
 - e) Terms and conditions of bidding documents.
 - f) Change in the ranking of the Bidder

**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 after recommendation of notified committee by Procuring Agency may be rectified.
- iii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each Bid to the Bidding documents, pursuant to conditions of this documents. For purposes of these Clauses, a 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, Applicable Law, Taxes and Duties & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procurement 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 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

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- a) Meets the eligibility criteria defined in relevant clause;
- 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 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 Technical Evaluation Committee 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 Technical Evaluation Committee shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Technical Specifications, 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 lot wise, the Technical Evaluation Committee 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-

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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.

2.5.7. 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, in case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

2.5.6. Post-Qualification & Evaluation of Bids

- i) The Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & other conditions of this documents.
- 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 these documents" conditions, as well as

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such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.

- iii) The Technical Evaluation Committee will **technically evaluate** the received bids as per Technical Specifications required and declare the responsive bidders.
- iv) The financial evaluation of a Bids will be on the basis of form of Price Schedules/ Financial Bid Form which are enclosed herewith lot-wise and the financial bids shall be included with all applicable taxes. The lowest bidders shall be awarded with the contracts as per terms and conditions of bidding documents.

**2.5.7.
Contacting the
Procuring
Agency**

- i) 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.

**2.5.8.
Grievance
Redressal**

- i) Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.
- ii) 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 procurement laws, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iii) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of its Bid may lodge a written complaint concerning his grievances not later than five (05) days after the announcement of the technical evaluation report. However, the Procuring Agency after completion of the technical evaluation process shall immediately announce the technical evaluation report. The report may be uploaded on the website of PPRA. Any

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grievance by the bidder received later than prescribed time i.e., five days by the Procuring Agency in regard of technical evaluation of the bids shall be rejected *in-limine*. However, the bidder may file any complaint/ grievance against the final evaluation report/ highest offered price results/ bid (at the time of public procurement) to the extent of financial bid acceptance within ten (10) days. Nevertheless, the bidder could not raise any objection against the technical evaluation at the time of grievance submission against the final evaluation report/ highest offered price results.

- iv) 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.
- v) Only the bidder (who participated in the bidding process) may submit its/ their grievances (against technical or final result/evaluation).

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. However, such intimation shall not construe any legal right in favor of the bidder for award of the contract.
- ii) Upon the successful Bidder's furnishing of the Performance Guarantee as required vide these documents the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security as provided in aforementioned clauses.

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 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 above clause(s) shall constitute

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sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under applicable laws such as PPRA Laws/ rules. After that, the Procuring Agency may decide to award the contract to the next graded (highest bidder) evaluated Bidder, keeping in view the Bid validity time, or call for afresh financial Bids/ proposals from the technical qualified/ responsive bidders keeping in view the concept of value for money. However, in second round of financial bid the bidder who failed to submit performance guarantee in first round shall not be called/ allowed to participate subsequently.

2.6.3. Signing of Contract

1. 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.
2. The successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency within seven days or as required by the PW&PD.

2.6.4. Award Criteria

- i) Save as otherwise in these bidding documents and PPR-14 Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be technical responsive and has been determined to be the lowest financial evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

2.6.5. Procurement Agency's Right to revise any condition at Time of Award

- i) The Procuring Agency reserves the right at the time of contract award to revise/ change any terms and condition provided in this document without any change in offered/ locked price.

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

- i) 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 signing of the contract.
- 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

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rejection of all Bids or proposals, but shall not be required to justify those grounds.

2.6.7. Re-Bidding

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 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 PW&PD; 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;*

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- 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.”*
- vi. *Moreover, if the bidder has concealed any material evidence like fine, penalty, imposing of LD, forfeiting the bid security/performance guarantee or displeasure notification, letter from any Procuring Agency or entity, his bid may be re-evaluated/ rejected.*

ii) Blacklisting & Department:

Blacklisted Consultants and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

- iii) Furthermore, Bidders must keep themselves aware of the provisions stated in PPRA Act, 2009 and Rules, 2014 regarding blacklisting procedure that shall be followed in this process in case any bidder/ contractor found involve in corrupt practice or any other act/ omission prescribed therein.

2.6.9. Quantity and volume of the goods to be considered in mind [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/ time of contract.
 - 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.

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Section-III. Requirement/ Scope of Desirable/ Specification

Punjab Wildlife and Parks Department, Lahore (PW&PD) intends to procure following distinct goods/ food for the animals/birds of Wildlife Park Jauharabad District Khushab situated at Wildlife Park Jauharabad District Khushab

(i) Supply Of tender items (Goods & Food)

Framework contracts lot wise with the technically responsive bidders and whose financial bids are found as the lowest evaluated bids shall be signed for a specific time period (approximately for one year/ extendable) that shall be decided at the time of signing of Contract. Detailed document, specifications/ Scope of Services/ terms and conditions for each lot (*which is integral part of this bidding document*) will be shared/ handed over only with those interested bidders who shall deposit the bidding document fee PKRs. 3,000/- (non-refundable) in the shape of Pay cash made in favor of **“Assistant Director Wildlife Park Jauharabad Dist. Khushab.** The process of procurement shall be single stage two envelopes and bids shall be evaluated separately (lot –wise) as per terms and conditions/ evaluation criteria provided herewith the bidding documents.

Section-IV: Bid Data Sheet

4.1. Bid Data Sheet

The following specific data for the required to complement, supplement, or amend under the provisions provided in the Instructions to Bidders (ITB). Whenever, there is a conflict, the provisions herein (Bid Bata Sheet) shall prevail over those provided in ITB.

Introduction
NAME OF PROCURING AGENCY; PUNJAB WILDLIFE AND PARKS DEPARTMENT
Name of Project, Estimated Cost and Bid Security; Lots here below;
<p>i) Supply of Fodder (Green & Dry) with estimated cost Rs. 09 million and bid security 4% of the estimated cost.</p>
For clarification purposes, the Employer’s address is: Deputy Director Wildlife Sargodha Region Sargodha. Requests for clarification shall be received by the PW&PD seven (07) calendar days before to the closing date of the bids.
Language of the bid – English
Bid Price and Currency
The price offered against each bid shall be for the preferred site in Wildlife Park Jauharabad District Khushab in accordance with the Schedule of Requirements and all payable taxes shall be the responsibility of the bidder/ contractor.
The price shall be in Pak Rupees (including all taxes) and shall be fixed subject to verification.
Performance Guarantee = 10% (06% in shape of Cash & 04% in Shape of Call Deposit) of the offered financial bid/ contract of relevant Tender.
Preparation and Submission of Bids
Single Stage Two Envelop procedure for selection of Contract shall be followed
EVALUATION CRITERIA:
Eligibility Criteria: (Mandatory Requirements):
The bidder has to fulfil all mandatory requirements detailed below, in order to Technically Qualify for the assignment. The interested bidder/Contractor has to provide documentary evidence(s) against the below mentioned requirements in addition to all other as required through this bidding documents:
<ul style="list-style-type: none"> a. Legal Status of the bidder(s) such as (Incorporation Certificate (<i>showing its location and the date of registration</i>), Partnership Deed or Form C/D (whichever is applicable) Affidavit and affidavit on Non-Judicial Stamp paper of Rs. 200 in case of Sole Proprietorship) b. Proof of valid Income Tax Registration (NTN) c. Proof of valid Punjab Sales Tax/ General Sales Tax d. Proof of Registration with Punjab Food Authority {Except i.e. Supply of Tender Items (Goods & food)}

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- e. Proof of valid Professional Tax Certificate.
- f. Bid Security attached with Technical Bid/proposal which shall be 5% of the estimated cost/ price for each lot separately.
- g. Audited Financial Statement or Bank Statement as required below.
- h. Past experience of supply of food items as required below.
- i. Signed & stamped bidding document including all attachments (all type of appendices & statements).
- j. Average Annual Turnover as required below.
- k. Affidavit on stamp paper amounting to Rs. 200/- to the effect that:
 - i. The bidder meets the Eligibility Criteria provided in these bidding documents. Bidder is not currently blacklisted by the Procuring Agency or by any Department/ Entity/ Court or Tribunal throughout the Country/ Pakistan and in case of an international bidder from anywhere in the World.
 - ii. The documents/photocopies provided with Bid are authentic.
 - iii. In case of any fake/bogus document found at any stage, the Bidder shall be blacklisted as per applicable Law/ Rules in addition to criminal proceedings.
 - iv. All provided information are correct.

Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit Receipt (CDR) in favor of “**Assistant Director Wildlife Park Jauharabad Dist. Khushab Punjab Wildlife and Parks Department**”, having its **validity 180 days** from the date of opening of bid that shall be **annexed with the technical proposal (bid)**.

Bid Validity Period: 180 days after the date of opening of bids/ extendable period.

Deadline for **Bid Submission: June 24th, 2024** no later than **1200 Hours**

Time, Date, and Place for Bid Opening: June 24th, 2024 at 1230 Hours in Deputy Director Wildlife Rawalpindi Region Rawalpindi. However, in case of said bid opening/ closing date, the office is closed due to public holiday etc. the next working day shall be considered as the bid submission/ opening date and there would be no change in the time as provided above.

Bid Evaluation

Criteria for technical evaluation shall be as provided in these documents and Lowest financial bids/ offers shall be accepted against each lot of the technically responsive bidders. Bid's value shall include all applicable taxes if otherwise not provided and the bidders/ contractors shall be responsible of any kind of taxes during the life of the contracts.

Contract Award

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The Bidders, whose financial bids found the Lowest evaluated bid among the technically responsive bidders as per requirement of these documents, may be called for the signing of the contract. Terms and conditions of the contract may be revised as per the requirement of PW&PD at the time of signing of contract. In case the successful/ lowest evaluated bidder does not meet the required conditions or refuse to deposit performance guarantee or declared irresponsible due to any reason, the PW&PD/ Procuring Agency reserved the right to call the next responsive/lowest bidder for contract award subject to match with the cost of lowest bid, if PW&PD deems so and if his bid is otherwise acceptable to the PW&PD. However, no bidder can claim for contract in any case.

Note:

1. Original CNIC, in case the owner of the firm/company and the valid authorization letter & CNIC from the bidder to its representative is required in order to attend the pre-bid or bid opening meeting on bidder's behalf.
2. To qualify, the bidder pass/comply with the technical Evaluation Criteria is necessary.
3. Supporting Evidence shall be provided for each criterion (where applicable/ required)
4. PW&PD has right to delete / add / review / any terms and condition or item / scope of work at its own level at any time in accordance with applicable laws at any time.

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4.2. EVALUATION CRITERIA

Disclaimer; following terms and conditions are in addition to the other terms and conditions provided in these bidding documents and mutatis mutandis applicable in each following lots jointly and severally. However, in case any condition of bidding documents found confronted with the following condition than the condition provided herein below shall prevail having overriding affect.

Note; Attested copy(es) of the contract(s)/ supply order(s)/ work order(s) with satisfactory certificate/ note issued by the procuring agency or completion report/ full payment note(s)/ receipt(s) of the contracts should be attached to prove the experience and without such evidence the any documents/ bids shall not be considered for evaluation in all below lots.

: TERMS AND CONDITIONS FOR FRAMEWORK CONTRACT OF SUPPLY OF TENDER ITEMS (GOODS & FOOD) IN WILDLIFE PARK JAUHARABAD DISTRICT KHUSHAB

Technical Evaluation Criteria

The bidder/ firm will submit documents for technically qualification as given below:
Total marks=100, Qualifying marks = 70

Sr. No.	Requirement	Qualifying marks	Total marks
1	Bank Statement/ Audited report of last 3 years (w.e.f January 01, 2021 to December 31, 2023)	i. 20 marks for bank balance Rs. 4.5 million or above in all three years. ii. 14 marks for bank balance of Rs. 3.6 million up to Rs. 4.5 million in all three year. iii. 7 marks for bank balance of Rs. 2.7 million and up to 3.6 million in all three years	20
2	Average Annual Turnover (ATO) of last 3 years (w.e.f January 01, 2021 to December 31, 2023)	1. 25 marks for ATO of Rs. 4.5 million or above in all three years. 2. 20 marks for ATO of Rs. 3.6 million up to Rs. 3.6 million in all three year. 3. 15 marks for ATO of Rs. 2.7 million and up to 3.6 million in all three years.	25

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3	Employees required for Implementation of Contract	<p>i. 10 marks for 05 or above number of employees.</p> <p>ii. 08 marks for 04 number of employees.</p> <p>iii. 06 marks for 03 number of employees.</p> <p>iv. 04 marks for 02 number of employees.</p> <p>v. No marks for less than 02 number of employees. In this case the bid shall be considered non-responsive.</p> <p>Note; Name and copies of original ID cards of the Employees must be attached with the bid(s) along with contracts of employees.</p>	10
4	No. of contracts for supply of tender items (at least amounting to Rs.10 (ten) million for each contract)	<p>i. 25 marks for more than 05 numbers of contracts.</p> <p>ii. 20 marks for 04 numbers of contracts.</p> <p>iii. 16 marks for 03 numbers of contracts.</p> <p>iv. 12 marks for 02 numbers of contracts.</p> <p>v. No marks for less than 02 number of contracts and the bid(s) shall be considered as non-responsive.</p>	25
5	Specific experience through contract agreement for supply of food items to Wildlife Animals/birds in Pakistan. (Each contract should be the value of at least Rs= 5.000 (Five) million) for each contract.	<p>i. 20 marks for more than 04 numbers of contracts for food supply.</p> <p>ii. 16 marks for 03 numbers of contracts.</p> <p>iii. 12 marks for minimum 02 numbers of contracts.</p> <p>iv. No marks for less than 02 number of contracts. However, this is not a knock down criteria and is considered as a preferable condition.</p>	20

Terms and conditions:

1. Any person or his family member from management of Wildlife Park Jauharabad / PW&PD will not be allowed to participate in tendering process, if found, tender will be cancelled at any stage and bid security will be forfeited.
2. Period of Contract will be one year only from 1st July 2024 to 30th June 2025 extendable as provided in GCC/ SCC.
3. Successful Bidder shall be required to sign the contract agreement within seven days on **E-stamp** paper after the approval of the contract from the competent authority. All expenses in this regard shall be borne by the Bidder otherwise the contractor shall not be allowed to continue and security or first installment will be forfeited.

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4. Final approval of tender will be given by the Director General Wildlife and Parks, and then work order will be issued.
5. The Successful bidder/ contractor (Goods & Food) from the contractor to fulfill the requirement of the Animals/birds. The contractor may also be fined if such situation is created by fault of contractor. While the remaining amount of performance guarantee will be in the shape of CDR to the Deputy Director Wildlife Sargodha Region Sargodha
6. Successful bidder/ contractor shall provide name and addresses of his representatives and all staff.
7. Contractor will bring Tender items (Goods & Food) in fresh and fine condition which will be inspected by Deputy Director Wildlife Sargodha Region Sargodha or his representatives.
8. Deputy Director Wildlife Sargodha Region Sargodha or his representatives will be authorized to inspect, accept and reject the supplied Tender items (Goods & Food) with sound reasons. Tender items (Goods & Food) will be provided on time and if the contractor delays the supply or provide low quality or quantity of required Tender items (Goods & Food) the contractor will be fined Rs. 5000/- to Rs. 10000/- by the Procuring Agency (Deputy Director Wildlife, Sargodha Region Sargodha). If the number of fine in a month reaches 12, then tender may be recommended for cancellation and security will be forfeited and the contractor will be blacklisted.
9. The Tender items (Goods & Food) provided by the contractor will be examined/inspected by the Deputy Director/ Veterinary Officer/ representative/committee. If any conflict is found then the final decision will be made by the Deputy Director Wildlife, Sargodha Region Sargodha.
10. The contractor will be responsible for the supply of Tender items (Goods & Food) until the approval of the tender for the next financial year. If the contractor disobeys fails this condition, then cost of that supply shall be deducted through performance guarantee.
11. If the contractor fails to provide quality Tender items (Goods & Food) then Procuring Agency/Deputy Director Wildlife Sargodha Region Sargodha will provide time of three (3) hours for replacement of such Tender items (Goods & Food) of good quality. Otherwise, the procuring agency will purchase the Tender items (Goods & Food) for that day from the amount of the Cash Security and also has the right to fine Rs. 5000/- to Rs. 10000/-. In this case final decision will be of Procuring Agency/Deputy Director Wildlife Sargodha Region Sargodha.
12. If the Contractor fails to supply Tender items (Goods & Food) for 03 days consecutively or such supply is rejected due to low quality Tender items (Goods & Food) the tender may be cancelled and in such case performance guarantee shall be cashed in favor of Procuring Agency besides and the contractor will be blacklisted.
13. If the representative from the contractor misbehaves with the management or deviates from his duties, the management has the right to fine Rs. 5000/- to Rs. 10000/-. Contractor will be responsible to submit bill at the end of the every month.
14. All the staff of contractor must wear hygiene uniform and the health fitness report of staff will be submitted by contractor after every six months.
15. The Bidder shall have to comply with directions of the authority in connection with periodic upkeep of the of the premises and surrounding areas. Cleanliness

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of the area should be ensured by contractor. He shall not cause nuisance to the neighbors or the visiting public.

16. The Bidder shall accommodate all his stock/activities inside the allocated premises and shall not make any encroachment outside except for loading / unloading and general public movement.
17. Maintenance in respect of repair and upkeep etc will be carried out by the Bidder at its own expense.
18. Contractor shall at all the times keep the authority indemnified against all claims, demand, suits, damages, charges and expenses which Park may sustain or incur in consequences of any injury to any person or to any property resulting directly or indirectly, from any act of omission, or commission on part of contractor, or his/herself employee(s), in the conduct of business for the purpose of which this contract is granted. Decision of authority in all such cases will be final and binding on the contractor.
19. Contractor will ensure that Food items are fresh and not expired and follow all SOP's as approved by Punjab Food Authority. The contractor, while allowing visitors in the food court area Shall also be directly responsible for any kind of damage, theft or any unavoidable circumstances happened. No rebate, concession or adjustments will be offered.
20. If any employee is declared undesirable by the zoo management, the Bidder will be required to terminate the employee and the person will not be allowed to enter the Park.
21. The Bidder shall be required to employ healthy and ethical employee to work at the food court and shall submit the address, photographs and photocopies of their identity cards to the Park office before starting the contract. So that card can be issued to them, no employee will be able to work without the card. It will be necessary for these employees to wear the uniform approved by the Park management and the contractor will be responsible for providing the uniform.
22. In the event of such dispute, the matter shall be referred to the authority for arbitration and mediation, whose decision shall be final and both parties shall be bound to accept the decision.
23. If the Bidder is unable to pay any dues during the contract period, then these dues will be recovered as government money by the Park administration in accordance with the govt. law. And in case of completion of the contract, the dues will be recovered from the security money/performance guarantee.
24. The Bidder will protect its own equipment, management will not be responsible for any damage to the Bidder or management will not provide any place to keep the equipment.
25. In the case of consent of both parties, the Chairman of the Captive Wildlife Management Committee shall be authorized to modify one or more of the conditions on the recommendations of the authority of the Park and shall take the final decision.
26. Any other matter connected that has not been specified in the contract shall be dealt with and decided by the authority after affording the opportunity of hearing. The Bidder shall abide by such decision and shall not go in litigation against such decision before arbitration.
27. In case of any natural calamity, the damages caused so far to the contractor's property shall not be the responsibility of the park authorities and no rebate whatsoever shall be given to the contractor.

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28. Estimated quantity of fresh and dry fodder which is described in financial bid form required to be supplied in Wildlife Park Jauharabad District Khushab in fresh and hygienic/ good conditions throughout the contract period on daily basis at the price agrees between the parties through framework contract.

Section-V: General Conditions of Contract

1. Definitions

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

- a. “Applicable Laws/ Rules” means the laws/ Rules of Islamic Republic of Pakistan/Punjab, as they may be issued and enforced from time to time.
- b. “Authority” means Punjab Wildlife and Parks Department, Lahore.
- c. “Bidder” means who accept all the terms & conditions of these bidding documents and submit its bid and participate as a competitor in the process of this procurement
- d. “Bid” means a tender or an offer, in response to this invitation by a person, consultant, firm, company or an organization, consortium/ joint venture (if allowed) expressing his or its willingness to undertake to complete this procurement/ task at a price decided between the parties accordingly.
- e. “Bid Security” means the bank guarantee or other form of security submitted by a bidder together with a bid to secure the obligations of the bidder participating in a bidding proceedings
- f. “Blacklisting” means debarring the bidder/ Contractor to participate in any procurement process on any ground provided in the document and uploaded its status on PPRA website or any other procurement site of the country/ world as blacklisted.
- g. “Committee” means any committee notified by the Procuring Agency for opening, technical or financial evaluation of the bids may be received in this procurement process and any other type of Committee.
- h. “Conflict of Interest” means
 - i. where a bidder/Contractor could be perceived as providing biased professional advice to a Procuring Agency to obtain an undue benefit for himself or those affiliated with him;
 - ii. receiving or giving any remuneration directly or indirectly in connection with the assignment except as providing in the contract;

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- iii. any engagement in consulting or other procurement activities of a Contractor that conflicts with his role or relationship with the Procuring Agency;
 - iv. where an official of Procuring Agency engaged in the procurement process has a financial or economic interest in the outcome of the process of procurement in a direct or an indirect
-
- i.** “Contract” means the agreement entered into between the PW&PD and the bidder/Contractor, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - j.** “Contract Price” means the price payable by the Contractor to the Authority under the Contract for the full and proper performance of its contractual obligations.
 - k.** “Competent Authority” means the officer(s) empowered to approve the bidding process and the contract on behalf of PW&PD.
 - l.** “Company” means a company registered or deemed to be register under companies Act, 2018 or under any other authority or foreign company registered in Pakistan.
 - m.** “Contractor” means a legally established professional firm/ company/ or entity that may provide(s) the goods or services to the client under the contract
 - n.** “Corrupt & Fraudulent Practices” includes the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official or the contractor or contractor in the procurement process or in contract execution to the detriment of the procuring agencies; or misrepresentation of facts in order to influence a procurement process or the execution of a contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive the procuring agencies of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty. ; it may include any of the following:

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- i. Coercive practice by impairing or harming or threatening to impair or harm, directly or indirectly, any party or property of the party to influence the action of the party to achieve a wrongful gain or to cause a wrongful loss to another party;
- ii. Collusive practice by arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the Procuring Agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- iii. Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- iv. Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to 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, person or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process;

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- o.** “Day” means calendar day and “Year” means calendar year if otherwise not provided.
- p.** “Firm” means a firm register or deemed to be register with the office of registrar.
- q.** “GCC” means the General Conditions of Contract contained in this section.
- r.** “Lot” means a collection or group of objects, items, things, desirables, works, services, or set of things required by Procuring Agency through this process, bidding documents and evaluated technically as per prescribed evaluation criteria.
- s.** “Performance Guarantee” means the bank guarantee or other form of security submitted by the contractor to secure obligations under the contract in accordance with the requirement in the bidding document
- t.** “Province” means Punjab Province.
- u.** “SCC” means the Special Conditions of Contract.
- v.** “Services” means the work to be performed by the firm/company or entity pursuant to the contract or any ancillary services related to supply of required goods, such as transportation and insurance.
- w.** “Supplier” means the contractor or goods/ services supplier or any person on behalf of contractor for supplying of required goods in the Wildlife Park Jauharabad District Khushab / destination under the contract.
- x.** “Procuring Agency” means PW&PD or any other authorized officer of the department
- y.** “Punjab Wildlife and Parks Department” means the organization intends to procure different goods for animals/Birds of Wildlife Park Jauharabad District Khushab
- z.** “The Project Site,” where applicable, means the place or places named i.e. Wildlife Park Jauharabad District Khushab in SCC or directed by the PW&PD.

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aa. “Working Day” mean day when office is not closed due to any public notified holiday

bb. “Work” means all such work required or may be required by PW&PD through this process of framework Contract.

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.

4. Standards 4.1. The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications and terms and conditions of the contract.

5. Use of Contract Documents and Information; Inspection and Audit by the Procuring Agency. 5.1. The Contractor shall not, without the Procurement 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 Contractor 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 Contractor shall not, without the Procurement Agency’s prior written consent, make use of any document or information enumerated in GCC Clauses except for purposes of executing the Contract.

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

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

7. Performance Guarantee 7.1. Within seven (07) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the

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Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & SSC.

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

7.3. 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) a Bank call-deposit (CDR) issued by a reputable bank located in the Procurement Agency's country.

7.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Contractor not later than thirty (30) days following the date of completion of the Contractor'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.

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

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its representative prior to the Goods' shipment from the country of origin.

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

9. Transportation

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

10. Incidental Services

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

- (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; and

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
- (ii) original price of goods.

11. Warranty

The Supplier warrants that the Goods supplied under the Contract are not contrary to the specification/ requirement. 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.

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- 12. Payment** 12.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 12.2. 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, and upon fulfillment of other obligations stipulated in the Contract.
- 12.3. 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.
- 12.4. The currency of payment is a per BDS.
- 13. Prices** 13.1. 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.
- 14. Change Orders** 14.1. The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC, make changes within the general scope of the Contract, quantity or items and the place of delivery; and/or
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.
- 15. Contract Amendments** Subject to GCC, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties.
- 16. Assignment** The Supplier shall not assign the whole of contract to anybody else or hire the services of any sub-contractor. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.

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17. Delays in the Supplier's Performance 17.1. 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.

17.2. 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.

17.3. Except as provided under GCC Clause, 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, unless an extension of time is agreed upon pursuant to GCC Clause without the imposition of liquidated damages.

18. Liquidated Damages 18.1. Subject to GCC Clause, 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.

19. Termination for Default 19.1. 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;

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(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:

(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:

vii. 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;

viii. 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;

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

x. 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;

xi. 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

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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

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.

19. Termination for Insolvency

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.

20. Termination for Convenience

Procuring Agency, by written notice sent to the Contractor, 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 Procurement Agency's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.

21. Resolution of Disputes

21.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Contractor 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.

21.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Contractor have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the Director General of PW&PD being the sole arbitrator in such case. However, the sole arbitrator may decide the dispute himself or refer it to any committee duly notify for this peruse. The contractor shall

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follow the directions/ decision of the sole arbitrator or the committee what the case may be.

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

23. Notices 23.1 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.

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

24. Taxes and Duties 24.1. Contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred until completion of the contract. In case of imposition of new taxes/duties or concession thereof after the deadlines for the submission of bids the effect thereof shall be discussed between the parties and shall be decided in accordance with applicable law by the authority/ Procuring Agency. However, in any case PW&PD shall not liable or responsible for any type of tax and it shall be deducted from the Contractor's securities.

25. Extension in Contract period {where applicable} Initially the contract will be for a period of (1) one-years. However, the same may be extended by the competent authority, on the satisfactory performance by the contractor for further, on the rate & TORs decided at the time of extension. Extension in the contact agreement shall be the discretion of the DG PW&PD and the contractor has no right to claim further extension as a matter of right.

Section-VI. Special Conditions of Contract

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: Punjab Wildlife and Parks Department

GCC 1.1 (h)—The Procurement Agency's country is: Pakistan

GCC 1.1 (i)—The Contractor is: After due process accordingly

2. Period of Contract and extension of period:

The contract duration will be one (01) year initially (extendable for a further period on the satisfactory performance of the contractor) starting w.e.f the date of agreement. However, extension may not be claim as a legal right by the contractor and it is the sole right of the Director General of PW&PD.

3. Execution and Delay penalty.

The successful bidder shall start the services within 03 days after signing of contract agreement. However, in case of delay of start of the services beyond 03 days, Rs. 2000/- per day penalty shall be applicable.

The management of Wildlife Park Jauharabad District Khushab shall have the power to recommend cancellation of the contract on seven days' notice in public interest for administrative reasons or unsatisfactory performance.

4. Violation of any condition of the contract may result in cancellation of the contract without notice and forfeiture of the security deposit / performance guarantee.

5. Special Conditions;

- i. The Bidder shall not be permitted to transfer the contract to any other person or party, if found to be so the contract shall be cancelled and the security amount will be forfeited in addition to blacklisting of the contractor.
- ii. In case of default of contractor to discharge his obligations under the contract for any reason, then, without prejudice to the claims of the Department against the contractor, the Department shall be entitled to recover from the performance guarantee, not only the amount including charges, dues and fees which may have become due under the contract, but also the cost of re-bid/ procedure in this regard.

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- iii. The contractor shall ensure daily supply of the food to the animals/ birds in time as decided/ required by the administration of the Wildlife Park Jauharabad District Khushab throughout the period of the contract on the same price/ cost without compromising the quality of the food. In this regard no excuse to supply of daily food shall be accepted as delay or holiday to supply food directly affect the health/ life of the animals/ birds which cannot be compromise in any case. In case of default/ fail to supply daily food the Procuring Agency may terminate the contract at once without notice and initiate legal action against the contractor.

6. Inspection

Physical inspection of the bidder/ contractor firm/ organization/office/ sights or place(s) may be conducted by the Department during the period of the contract or before signing of the contract and in such case if PW&PD deems so, Third Party Validation or inspection/ tests from any other government department (s) may be conducted on Contractor's risk/cost.

7. Notices

Procurement Agency's address for notice purposes: Punjab Wildlife and Parks Department Sargodha

Section-VII. Schedule of Requirements

7.1 Schedule of Requirements

Location	Delivery Time Period
Wildlife Park Jauharabad District Khushab	Each Contractor shall be required to start the services within three (03) working days after signing of Contract or as prescribed in the contract agreement.

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8.2 Undertaking

I _____ S/O _____ CNIC # _____
resident of _____ on behalf of (Name of
bidder/Contractor/JV/ Consortium) address
_____ being its
_____ (designation) declares solemnly on oath that all the
information/ documents deposited/ attached with the bidding documents are
true and genuine.

The bidder/ undersigned has read and understand all the terms & conditions
of the bidding document/ amendments etc. and accept each and every
condition thoroughly.

The bidder/company/ undersigned has no objection on any term & conditions
of the entire bidding documents and shall never challenge these term &
conditions after submitting of our bids before any court/forum. I/ we /
undersigned shall follow the instructions of PW&PD regarding this bidding
process till the completion of this assignment.

All above contents are true and fair to the best of my knowledge and behalf.

Notarized this _____ day of 20_____

Signature: _____

Stamp: _____

Note: Bidder/Contractor is required to fill this undertaking and submit with
your bid and in case of failure bid shall be rejected straight forward.

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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) Audited Financial Statement Attachment/Income Tax Returns

Yes	No
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b) Details of Experience

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

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

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8.6. Affidavit

[To be printed on PKR 200 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 i.e PW&PD]* 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 *[PW&PD]*. The undersigned further affirms on behalf of the firm that:

- (i) The firm is neither currently blacklisted by any Department nor any litigation is pending before PPRA/Competent Authority/Procuring Agency or any other court of law competence in this regard against any such blacklisting order.
- (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) The bidder/firm has never been punished by any Department/PPRA/ Court on the ground of non-fulfilment of the contract/ obligations or its bid security/ performance guarantee has been forfeited or LD imposition and in case of any punishment undersigned has already stated in my bid specifically where required.

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

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

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8.7. Performance Guarantee Form

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

To:

[Deputy Director Wildlife Sargodha Region Sargodha]

WHEREAS *[name of Contractor]* (hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. *[Reference number of the contract]* dated _____ 20____ to supply *[description of services]* (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Contractor’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, 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 Contractor 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 _____20_____.

Signature and seal of the Guarantors

[Name of bank or financial institution]

[Address]

[Date]

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8.9. Contract Form

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

THIS AGREEMENT made on the ____ day of _____ 20____ between *Punjab Wildlife and Parks Department* (hereinafter called “the PW&PD”) on the one part and *[name of Contractor]* of *[city and country of Contractor]* (hereinafter called “the Contractor”) 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 Contractor 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 offered/ submitted by the Bidder;
 - (b) The Terms and Conditions;
 - (c) The Technical Specifications & Scope of Services;
 - (d) The General Conditions of Contract;
 - (e) The Special Conditions of Contract; and
 - (f) The Procurement Agency’s Notification of Award.
 - (g) Contract agreement
 - (h) Complete Bidding document
 - (i) The clarifications provided to the Contractors
3. In consideration of the payments to be made by the Procuring Agency to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Procuring Agency to provide the goods and services and to rectify pointed observations therein in conformity with all respects in accordance with the provisions of the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with applicable laws in Punjab/Pakistan the day____ and year_____ mentioned above and the discretion of competent authority i.e Director General Wildlife & Parks shall has the exclusive jurisdiction to adjudicate upon any matter arising out during this contract.

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency/ PW&PD)

Signed, sealed, delivered by _____ the _____ (for the Contractor)

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE ANIMALS/BIRDS OF WILDLIFE PARK JAUHARABAD DISTRICT KHUSHAB THROUGH FRAMEWORK CONTRACTS

8.11. Bid Security Form

[To be signed & stamped by the Bidder 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”).

KNOW ALL PEOPLE by these presents that WE *[name of bank]* of *[name of country]*, having our registered office at *[address of bank]* (hereinafter called “the Bank”), are bound onto PW&PD (hereinafter called “the Procuring Agency”) in the sum of for which payment will and truly to be made to the said Procuring Agency, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20____.

THE CONDITIONS of this obligation are:

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 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;

we undertake to pay to the Procuring Agency up to the above amount upon receipt of its first written demand, without the Procuring Agency having to substantiate its demand, provided that in its demand the Procuring Agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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 of the bank]

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE ANIMALS/BIRDS OF WILDLIFE PARK JAUHARABAD DISTRICT KHUSHAB THROUGH FRAMEWORK CONTRACTS

8.9. 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.	Item Name	Specifications/ dimensions	Quantity	Estimated cost per Kg	Offered Price Per Kg	Total Price (in words) without tax	Total Price (in Figures) without tax
1.	<i>Salt</i>	<i>fine quality</i>	<i>480 kg</i>				
2.	<i>Barseem</i>	<i>Fresh and fine quality</i>	<i>86400kg</i>				
3.	<i>Javi</i>	<i>Fresh and fine quality</i>	<i>9600kg</i>				
4.	<i>Maize</i>	<i>Fresh and fine quality</i>	<i>5760kg</i>				
5.	<i>Losson</i>	<i>Fresh and fine quality</i>	<i>18000kg</i>				
6.	<i>Eggs</i>	<i>Fresh and fine quality</i>	<i>150 dozen</i>				
7.	<i>Ground Nut</i>	<i>Fresh and fine quality</i>	<i>360kg</i>				
8.	<i>Banana</i>	<i>Fresh and fine quality</i>	<i>2900 dozen</i>				
9.	<i>Apple Dasi</i>	<i>Fresh and fine quality</i>	<i>8000kg</i>				
10.	<i>Peach</i>	<i>Fresh and fine quality</i>	<i>800kg</i>				
11.	<i>Guava</i>	<i>Fresh and fine quality</i>	<i>1800kg</i>				
12.	<i>Kangni</i>	<i>Fresh and fine quality</i>	<i>600kg</i>				
13.	<i>Garma</i>	<i>Fresh and fine quality</i>	<i>400kg</i>				
14.	<i>Mallon</i>	<i>Fresh and fine quality</i>	<i>1000kg</i>				
15.	<i>Water Mallon</i>	<i>Fresh and fine quality</i>	<i>2000kg</i>				
16.	<i>Chokar</i>	<i>Fresh and fine quality</i>	<i>1500kg</i>				
17.	<i>Khal Banola</i>	<i>Fresh and fine quality</i>	<i>400kg</i>				
18.	<i>Poultry Feed</i>	<i>Fresh and fine quality</i>	<i>12000kg</i>				
19.	<i>Gur</i>	<i>Fresh and fine quality</i>	<i>200kg</i>				
20.	<i>Dala Chana</i>	<i>Fresh and fine quality</i>	<i>800kg</i>				
21.	<i>Parch Gram</i>	<i>Fresh and fine quality</i>	<i>8000kg</i>				

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22.	Roti	Fresh and fine quality	6000				
23.	Band Gobi	Fresh and fine quality	500kg				
24.	Spanish	Fresh and fine quality	1000kg				
25.	Carrot	Fresh and fine quality	2000kg				
26.	Maize Bhutta	Fresh and fine quality	As per Require				
27.	Onion(dray) Medium	Fresh and fine quality	As per Require				
28.	Bajira	Fresh and fine quality	1000kg				
29.	Green Chili	Fresh and fine quality	50kg				
30.	Sunflower Seed	Fresh and fine quality	As per Require				
31.	Maize Sabit / Cursh	Fresh and fine quality	As per Require				
32.	Dry Javi	Fresh and fine quality	1400kg				
33.	Dry Parali	Fresh and fine quality	20000kg				
34.	Broome Bansi	Fresh and fine quality	80kg				
35.	Lock	fine quality	60 Dozen				
36.	Choona	fine quality	120kg				
37.	Paints	fine quality	As per Require				
38.	Bursh	fine quality	2 dozen				
39.	Phenyl /Acid	fine quality	40 litter				
40.	Medicine	fine quality	As per Require				
41.	Kasi / Balcha	fine quality	As per Require				
42.	Barrow Wheel	fine quality	06				
43.	Ice		2250kg				
44.	LED Lights	fine quality	50 dozen				
45.	Balti Tub	fine quality	10dozen				
46.	Khurlian	fine quality	12				
47.	Cucumber	Fresh and fine quality	1700kg				
48.	Fish	Fresh and fine quality	1400kg				

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE ANIMALS/BIRDS OF WILDLIFE PARK JAUHARABAD DISTRICT KHUSHAB THROUGH FRAMEWORK CONTRACTS

49.	<i>Black Chana</i>	<i>Fresh and fine quality</i>	<i>9000kg</i>				
50.	<i>Javi Dry</i>	<i>Fresh and fine quality</i>	<i>2600kg</i>				
51.	<i>Javi Dana</i>	<i>Fresh and fine quality</i>	<i>1900kg</i>				
52.	<i>Poultry Feed Chicks</i>	<i>Fresh and fine quality</i>	<i>As per Require</i>				
53.	<i>Alsi Oil</i>	<i>fine quality</i>	<i>As per Require</i>				
54.	<i>Sweet Soda</i>	<i>fine quality</i>	<i>As per Require</i>				
55.	<i>Belching Powder</i>	<i>fine quality</i>	<i>As per Require</i>				
56.	<i>Mustard Oil</i>	<i>Fresh and fine quality</i>	<i>As per Require</i>				
57.	<i>Wire Lock</i>	<i>fine quality</i>	<i>03 dozen</i>				
58.	<i>Knife</i>	<i>fine quality</i>	<i>As per Require</i>				
59.	<i>Stretcher</i>	<i>fine quality</i>	<i>02</i>				
60.	<i>Large Scissors</i>	<i>fine quality</i>	<i>02</i>				
61.	<i>Axe</i>	<i>fine quality</i>	<i>01dozen</i>				
62.	<i>Plastic pipe</i>	<i>fine quality</i>	<i>As per Require</i>				
63.	<i>LED Light 100W</i>	<i>fine quality</i>	<i>As per Require</i>				
64.	<i>Electric Wire 7/29 copper</i>	<i>fine quality</i>	<i>As per Require</i>				
65.	<i>Electric Wire 7/36 copper</i>	<i>fine quality</i>	<i>As per Require</i>				
66.	<i>Wilding Plant</i>	<i>fine quality</i>	<i>As per Require</i>				
67.	<i>Others</i>		<i>As per Require</i>				
<i>Total Price in figures including all applicable taxes ;Rs.</i>							
<i>Total Price in words including all applicable taxes;</i>							

Total bid value (against which a bid shall be evaluated) in figures.

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

Detail of all applicable taxes/duties/charges, which must be included in the rates quoted by bidder, is given as below:

Note:

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE ANIMALS/BIRDS OF WILDLIFE PARK JAUHARABAD DISTRICT KHUSHAB THROUGH FRAMEWORK CONTRACTS

- a. In case of difference between unit price and total price, unit price shall prevail and total price shall be “final”.
- b. In case of difference between amount in “words” and amount in “figures”, amount in “words” shall be considered final.
- c. A bid not compliant or excluding applicable taxes and duties shall straight away be rejected.
- d. The financial bids shall be evaluated on Lumpsum basis and overall lowest financial bid shall be consider for award of contract awarded. However, abnormal financial coated bid against any item above may be rejected to the extent of that item and the remaining quoted financial bids shall be calculated by deleting the abnormal financial bid thereafter the lowest bid shall be considered for award of contract. The abnormal financial bid means such bid which is more than 5% higher to the estimated cost of specific item.
- e. The bidder shall quote its offer price against all required items/ goods and incomplete bid may not be consider.
- f. However, Procuring Agency may consider the bid if unintentionally any item/ Colum left blank/ unquoted/ without cost than the estimated cost of that item shall be consider and calculated accordingly.
- g. In case the applicable taxes are not included in quoted total bid price than such bid shall be consider after including all applicable taxes such as GST in the quoted total bid price.

Stamp & Signature of Bidder:_____

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).

BIDDING DOCUMENTS FOR PROCUREMENT OF DISTINCT GOODS/ FOOD FOR THE ANIMALS/BIRDS OF WILDLIFE PARK JAUHARABAD DISTRICT KHUSHAB THROUGH FRAMEWORK CONTRACTS

Sr. #	Detail	Responsive	Non-responsive
1	Original receipt for Tender fee along with Bidding Documents.		
2	The Bid security must be submitted with technical proposal.		
4	Active Registration with Income Tax Authorities (National Tax Number NTN) at least three years old		
5	Copy of active Registration with Sales Tax Authorities (STRN)		
6	Copy of active Registration (Professional Tax Certificate)		
8	Experiences of similar nature performed / executed.		
9	Technical Bid Form (as per Bidding documents) on letterhead of the firm duly signed and stamped.		
10	Bid Security Form (as per Bidding documents) on letterhead of the firm, duly signed and stamped.		
12	Performance Guarantee Form (as per Bidding documents) on letterhead of the firm, duly signed and stamped.		
13	General Information Form (as per Bidding documents) on letterhead of the firm duly signed and stamped.		
	Affidavit (on non-judicial Stamp Paper of Rs. 200/- i) The bidder meets the Eligibility Criteria/ <i>Eligible Bidders of the bidding document.</i> ii) The firm is not currently blacklisted by the Procuring Agency. iii) 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. iv) Affidavit for correction of information Form (as per form of Bidding documents) on letter head of the firm, duly signed and stamped.		
15	i. Work order / supply order / purchase order of previous relevant experience. ii. Company profile. Staff list along with location and address <i>[where applicable]</i> . iii. Income Tax Returns/Audited Financial Statement, National tax number Certificate, General Sale Tax Number Certificate iv. Bidders profile Form (as per Bidding documents) on letterhead of the firm, duly signed and stamped.		

Stamp & Signature of Bidder _____