



**CONTRACT FOR SUPPLY OF MACHINERY &
EQUIPMENT OFFICE OF DEPUTY DIRECTOR
WILDLIFE HEADQUARTERS LAHORE**

(Through E-Procurement under PPRA Rules)

**SUPPLY OF MACHINERY & EQUIPMENT
FOR
(FY 2024-2025)**

Tender No: /---/ 00th JANUARY/25

**OFFICE OF THE DEPUTY DIRECTOR WILDLIFE,
HEADQUARTERS, PUNJAB WILDLIFE & PARKS
DEPARTMENT 02-SANDA ROAD LAHORE**

Date: 07 February 2025

DISCLAIMER

1. This bidding documents has been prepared by the Procuring Agency i.e. Deputy Director Wildlife Headquarters, Punjab Wildlife and Parks Department (PW&PD). This request constitutes no commitment on the part of the Procuring Agency to enter into any arrangements with any bidder in respect of this contract 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 Procuring Agency, 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 contract. Moreover, each Bid (including each Item- 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 the Procuring Agency 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 theses bidding documents may not be complete, accurate and adequate or correct for the purposes of any or all bidders. 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 is not under obligation to consider any such advice or opinion.
6. All information submitted in response to these bidding documents becomes the property of the Procuring Agency, including all business information and proprietary data submitted with all rights of communication and disclosures.
7. The Procuring Agency shall not be responsible for non-receipt or missing or delay of any correspondence/ bid etc., sent by the post / courier / email / fax by the bidder.
8. No decision shall be based on the information provided for any statements, opinions or information provided in these bidding documents.
9. 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 herein.
10. 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.
11. The Procuring Agency reserves the right to withdraw or cancel this bidding process or any part thereof, or to vary any of its term/ conditions at any time during the completion of this process or contract milestone or termination of such contract(s) signed between the successful bidder(s) & an authorized officer on behalf of Procuring agency without incurring any financial obligation in connection therewith.
12. The Procuring Agency has also right to rectify any arithmetical or typo mistake at any time during the proceedings, and extend, or cease the period of the contract as per law.

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Section-I: Invitation to Bids

1.1 INVITATION TO BIDDERS

Bid Ref No.

BIDDING DOCUMENTS FOR THE PURCHASE OF GOODS UNDER.

Sealed Bids through e-PADS under Punjab Procurement Rules, 2014 (PPRA Rules) are invited from eligible Bidders i.e. firms/companies/sole proprietor/ general order suppliers dully registered with PPRA and are engaged in trading, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax, Punjab Sales Tax, PRA etc.). The electronic Bids shall be uploaded and evaluated as per single stage two envelope procedures as provided in PPRA Rules.

The Bidding document, containing detailed information, terms and conditions etc. can be downloaded from (www.ppra.punjab.gov.pk)(<https://punjab.eprocure.gov.pk>) and (<https://pwl.gop.pk/>). Detail of each following item is provided in the bidding documents.

Lot No.	Description	Qty. required	Bid Submission / Opening Date	Bid Submission Time	Bid Opening Time	Bid Security @ 3% of estimated cost (Rs)
1.	Body camera	612	07-02-2025	02:30 PM	03:00 PM	3% of estimated cost
2.	Night vision goggles	400				
3.	Binocular	400				
4.	Thermal Drone with AI technology	05				
5.	Walkie Talkie	400				
6.	Field equipment (bag pack, GPS, water bottle hand cuff, first aid kit)	612				

Electronic Bids must be submitted / uploaded through e-PADS before or on **07.02.2025 at 02:30 PM** as per PPRA Rules. All Bids must be accompanied by a Bid Security of 3% of the estimated price in the form of CDR/Bank Guarantee / Demand Draft / Pay Order. The Bids will be opened electronically on the same day at **03:00 PM**. However, if any bidder intends to attend the meeting it may attend in the office of Deputy Director Wildlife Headquarters, Punjab Wildlife and Parks Department on the same day and time. In case the submitting/ closing date is declared public holiday the next working day shall be considered as the bid opening day.

Interested eligible Bidders may obtain further information from the Deputy Director Wildlife Headquarters, Punjab Wildlife and Parks Department, Wildlife and Parks Department at the address given below, seven days (07) before the closing date, 09:00 AM to 5:00 PM. Bid Validity will remain **valid for 90 days** after submission of bid.

Procuring Agency/ Deputy Director Wildlife Headquarters, Punjab Wildlife and Parks Department has the right to reject all the bids / scrape the bidding process at any time before contract award under PPRA Laws.

**DEPUTY DIRECTOR WILDLIFE
HEADQUARTERS
Punjab Wildlife & Parks Department
02-Sanda road, Lahore
E-mail: -----**

Section-II: Instructions to Bidders (ITB)

Note:- All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009, Punjab Procurement Rules-2014 and Punjab Procurement Regulations, 2024 (Regulations) “through e-PADS”. In case of any conflict between the provision of this document and PPRA Act-2009, PPRA Rules, 2014, Regulations, the later shall prevail. In case any instruction, circular or notification is issued by the PPRA about the process of procurement manually due to interruption in e-PADS the bids shall be received by hand from the bidders and proceeded as per PPRA Laws.

2.1. Introduction

- | | |
|-------------------------------|---|
| 2.1.1 Scope of Bid | i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the provision of Goods as specified in the Section-IV Bid Data Sheet (BDS) and Section III - Technical Specifications & Section VII-Schedule of Requirements. The successful Bidders will be expected to deliver, install/ commissioning) the goods within the specified period and timeline(s) as stated in the BDS. |
| 2.1.2 Source of Funds | i) The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued. |
| 2.1.3 Eligible Bidders | <div>i) The Invitation to Bids is open to all suppliers i.e. association of firms/companies/sole proprietor/ general order suppliers, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.) except as provided hereinafter.</div> <div>ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation to Bids [if applicable].</div> <div>iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.</div> <div>iv) Bidders shall not be under a declaration of blacklisting by the</div> |

- v) The invitation for Bids is open to all prospective Supplier, Manufacturers or Authorized Agents/Dealers/Distributors subject to any provisions or licensing/regulatory requirements issued by the respective National/ Provincial Professional Statutory Body established for that particular trade or business as mentioned in bid data sheet.
- 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 the procurement of the goods to be purchased 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.
 - 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
- xii) 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 section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

(f) The Bidder is debarred and blacklisted in general by PPRA or to the extent of all public procurement by the Procuring Agency due to any reason in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

(g) The firm, supplier and contractor is blacklisted/debarred by any international organization.

xiii) 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.

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

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

2.1.4. Eligible Goods and Services

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

ii) For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product is obtained that is

substantially different in basic characteristics or in purpose or utility from its components.

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

2.1.5. Cost of Bidding

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

2.1.6. One person one bid

- i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.
- ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.
- iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

- i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:
 - (a) Invitation to Bids
 - (b) Instructions to Bidders (ITB)
 - (c) Technical Specifications
 - (d) Bid Data Sheet
 - (e) General Conditions of Contract (GCC)
 - (f) Special Conditions of Contract (SCC)
 - (g) Schedule of Requirements
 - (h) Bid Form
 - (i) Manufacturer’s Authorization Form
 - (j) Bidder Profile Form

- (k) General Information Form
- (l) Affidavit
- (m) Bid Security Form
- (n) Technical Bid Form
- (o) Contract Form
- (p) Financial Bid Form / Price Schedule
- (q) Performance Guarantee Form
- (r) Check List

The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish/ upload on e-PADS 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.

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

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

2.2.2. Clarification of Bidding Documents

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

writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS**.

- iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above**. However, this clause shall not apply in case of alternate methods of Procurement.
- iv) Copies of the Procuring Agency's response will be uploaded on the website of procuring agency and forwarded to identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.
- v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3**.
- vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.
- vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents 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 to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.
- i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may

**2.2.3.
Amendment of
Bidding
Documents**

modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be.

- 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, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

2.3. 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/ uploaded on e-PADS 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/ uploaded on e-PADS in the Bidding documents/ upload on e-PADS, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.3.3. Bid Prices

- i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.
- ii) Prices indicated on the Price Schedule shall be Item wise
- iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) 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** for local/DDP items unless otherwise specified in the Bid Data Sheet.

2.3.5. Documents Establishing Bidder's Eligibility and Qualification

- i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish/upload on e-PADS, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
- ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.
- iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:
 - (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer *[Manufacturer's Authorization form No. 8.3]* or producer to supply the same in Pakistan.
 - (b) that the Bidder has the financial, technical, and production capability necessary to perform the contract.
 - (c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
 - (d) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.

2.3.6. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

- i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish/upload on e-PADS, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.
- ii) The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the

goods offered which shall be confirmed by a **Certificate of Origin** issued at the time of shipment.

- iii) The documentary evidence of conformity of the goods to the Bidding documents may be in the form of literature, drawings, data and shall consist of:
 - (a) a detailed description of the essential technical and performance characteristics of the goods.
 - (b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and
 - (c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating **responsiveness** of the goods to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- iv) For purposes of the commentary to be furnished/uploaded on e-PADS, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.
- v) Where a sample(s) is required by a procuring agency, the sample shall be:
 - (a) submitted as part of the bid, in the quantities, dimensions and other details requested in the **BDS**;
 - (b) carriage paid;
 - (c) received on, or before, the closing time and date for the submission of bids; and
 - (d) Evaluated to determine compliance with all characteristics listed in the **BDS**.

{However, the procuring agency may also opt to ask for samples after submission of technical bids (where require)}
- vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s)-
 - (a) do(es) not conform to all characteristics prescribed in the bidding documents; and
 - (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.

- vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
- viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
- ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
- x) Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish/ upload on e-PADS, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods which the Bidder proposes to deliver.
- xi) The Bidder shall also furnish/ upload on e-PADS a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Agency.
- xii) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

2.3.7. Bid Security

- i) The Bidder shall furnish/ upload on e-PADS, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.
- ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.8. (vii).
- iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:
 - (a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid

for 120 Days, beyond the validity of Bid. *[to be decided by the Procuring Agency keeping in view the time to be taken till award of contract or signing of contract agreement and chances of extension in Bid validity if any. The number of days will be expressed in word and figures].*

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

“38(2)(a)(vii) the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:

provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency”.

- vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnish/ upload on e-PADS in the Performance Guarantee, pursuant to ITB Clause 2.6.2.
- vii) The Bid security may be forfeited:
 - a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
 - b. In the case of a successful Bidder, if the Bidder:
 - i. Fails to sign the contract in accordance with ITB Clause 2.6.3; **or**
 - ii. Fails to furnish/ upload on e-PADS Performance Guarantee in accordance with ITB Clause 2.6.2; or
 - iii. If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are

initiated and the bidder is declared blacklisted after due process of law.

2.3.8. Period of Validity of Bids

- i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.
- ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9. Format and Signing of Bid

- i) The Bidder shall prepare a Bid indicated in the Bid Data Sheet, as appropriate for uploading on the e-PADS/ submission.
- 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) The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the Bidder to the contract. All pages of the Bid, shall be signed and stamped by the authorized person.
- iv) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the Bid.
- v) The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be signed and stamped by the authorized person.
- vi) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.
- vii) The Bidder shall furnish/ upload on e-PADS information as described in the Form of Bid on commissions or

gratuities, if any, paid or to be paid to agents relating to this Bid and to contract execution if the Bidder is awarded the contract.

2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids

- i) As per Rule 24, the Bidder shall seal each copy of the Bid in separate envelopes and submit/ upload on the e-PADS as per PPRA Laws.
- ii) The inner and outer envelopes shall:
 - a. be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
- iii) The inner envelopes shall also indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared “late”.
- iv) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:
 - a) Bidder shall submit/ upload his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.
- v) The inner and outer envelopes shall:
 - a) be addressed to the Procuring Agency at the address provided in the BDS;
 - b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS, pursuant to ITB 2.4.2.
 - c) In addition to the identification required in Sub- Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late” pursuant to ITB.2.4.3.
- vi) If all envelopes are not sealed and marked as required by **ITB 2.4.1** or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.
- vii) In no case whether the system of e-PADS is download or electric failure or any other such reason the time extension to submit/ upload of bid shall be allowed, and no claim or excuse shall be accepted in this regard. Therefore, all

- prospected bidders are requested duo upload their bids on e-PADS well before the closing date to avoid any difficulty.
- 2.4.2 Deadline for Submission of Bids**
- i) Bids must be submit/ upload on e-PADS under BDS no later than the time and date specified in the Bid Data Sheet.
 - ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.4.3. Late Bids**
- i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected as on e-PADS no bid shall be entertained after deadline provide in BDS.
- 2.4.4. Modification and Withdrawal of Bids**
- i) The Bidder may modify or withdraw its Bid after the Bid's submission as per requirement of PPRA Laws and procedure of e-PADS under PPRA Laws.

2.5. Opening and Evaluation of Bids

- 2.5.1. Opening of Bids by the Procuring Agency**
- i) The Procuring Agency will open all Bids, electronically through e-PADS under PPRA Laws in presence of the bidders as per PPRA Laws.
 - ii) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals date and time specified in the **BDS**. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.
 - iii) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through e-PADS or as per applicable laws. All process of procurement shall be completed under PPRA Laws and e-PADS.
- 2.5.2. Confidentiality**
- i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective

evaluation report in accordance with the requirements of rule 37 of PPR-14.

- ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.
- iii) Notwithstanding **ITB Clause 2.2.2** from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

2.5.3. Clarification of Bids

- i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.
- iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:
 - a) Evaluation & qualification criteria.
 - b) Required scope of work or specifications.
 - c) All securities requirements.
 - d) Tax requirements.
 - e) Terms and conditions of bidding documents.
 - f) Change in the ranking of the Bidder
- iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

**2.5.4.
Preliminary
Examination**

As per PPRA Laws and/ or through e-PADS received bid shall be examined/ evaluated.

**2.5.5.
Examination of
Terms and
Conditions;
Technical
Evaluation**

- i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC**, and the **SCC** have been accepted by the Bidder without any material deviation or reservation.
- ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS**, have been met without material deviation or reservation.
- iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

**2.5.6. Correction
of Errors**

- i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -
 - a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;
 - b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and
 - c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.
 - d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.
- ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.8**.

**2.5.7.
Conversion to
Single Currency**

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

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

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

- i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.
- ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.
- iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.
- iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 to be decided by the Procuring Agency which must include clear cut instruction regarding item wise evaluation inclusive of prevailing taxes, duties, fees etc.

**2.5.9. Contacting
the Procuring
Agency**

- i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.
- ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation or Bid comparison may result in the rejection of the Bidder's Bid.

**2.5.10.
Grievance
Redressal**

- i) As per Rule-67 of PPR-14, 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 GRC shall not have any of the members of the Procurement Evaluation Committee. 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 Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iii) Any party can file its written complaint against the eligibility parameters, or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining/ receiving grievance petitions from the prospective bidders (if any).
- v) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelopes bidding procedure is adopted.
- vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere

fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. Award of Contract

2.6.1. Notification of Award

- i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder under PPRA Laws and/ or as per e-PADS under PPRA Rules.
- ii) The notification of award will constitute the formation of the Contract subject to fulfill the conditions of the notification and dully signing of the contract.
- iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v) as per Regulation (e-PADS).

2.6.2. Performance Guarantee

- i) Within fifteen (15) 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 ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.
- iii) Procuring Agency may accept the voluntary discount offered by the lowest evaluated bidder keeping in view the value for money.

2.6.3. Signing of Contract/ Issuance of Purchase Order

- i) As per PPRA Laws, at the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.

	ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency. iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.
2.6.4. Award Criteria	i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily. ii) In case the lowest evaluated bidder offer voluntary discount it may be accepted by the PA but this shall not provide any right to the bidder in any case what so ever.
2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award	i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (c)(iv) of PPR-14 (not more than 15%).
2.6.6. Procuring Agency's Right to Accept or Reject All Bids	i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders. ii) The Bidders shall be promptly informed about the rejection of the Bids, if any iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.
2.6.7. Re-Bidding	i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

2.6.8. Corrupt or Fraudulent Practices

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

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

“(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

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

pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.”

ii) Blacklisting & Debarment:

Blacklisted Bidders i.e. firms/companies/sole proprietor/ general order suppliers/ JVs etc. and those found involved in “Corrupt Practices” are not allowed to participate in bidding.

Requirements & Procedure for Blacklisting & Debarment:

As per S-17A of PPRA, Act, 2009:

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

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

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

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

As per rule 21 of PPR-14:

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

(a) *acted in a manner detrimental to the public interest or good practices.*

(b) *consistently failed to perform his obligation under the Contract.*

(c) *not performed the Contract up to the mark; or*

(d) *indulged in any corrupt practice.*

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

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

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

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

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

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

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

- 1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
- 2. The show cause notice shall contain:*
 - (a) precise allegation, against the bidder or Contractor.*
 - (b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*
 - (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*

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

14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*
15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*
16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*
17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.”*

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

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

[this contract Modality]

- i) While quoting the rate in this contract, the Bidder must consider the following facts:
 - a. Certain volume and quantity of the goods as prescribed in Bid Data Sheet which is tentative for the whole period of the contract.
 - b. The Bidder have to maintain the rates of the goods for the whole financial year.
 - c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.

Section-III. Technical Specification/ Requirement

3.1. Requirements/ Specifications for the Items are as follows.

Lot. No.	Name of Item	No's	Estimated Price (in Million)																																								
1	Body camera Specification are attached at page No. 74 to 76	612	61.200																																								
2	Night vision goggles Image Resolution: upto 36 megapixels Video Resolutions: HD, FHD Video Frame Rate: 30fps Digital Zoom 1-8X IR Wavelength: 3W 850NM Lens: F1.0 Large Aperture Full Dark Viewing Distance: 100 meters USB and Microsd supported Weather resistant with built in battery, and recording features	400	40.000																																								
3	Binocular Binoculars 16x50	400	40.000																																								
4	Thermal Drone with AI technology <table><tr><th colspan="2">Thermal Drone</th></tr><tr><td>Aircraft</td><td></td></tr><tr><td>Max Takeoff Weight</td><td>4069 g</td></tr><tr><td>Max Ascent/Descent Speed</td><td>6 m/s, 5 m/s</td></tr><tr><td>Max Tilt Descent Speed</td><td>7 m/s</td></tr><tr><td>Max Horizontal Speed</td><td>23 m/s</td></tr><tr><td>Max Wind Resistance</td><td>12 m/s</td></tr><tr><td>Max Hover Time [2]</td><td>36 min</td></tr><tr><td></td><td></td></tr><tr><td>Max Flight Time [2]</td><td>41 min</td></tr><tr><td></td><td></td></tr><tr><td>Operating Temperature</td><td>-20° to 50° C (-4° to 122° F)</td></tr><tr><td></td><td></td></tr><tr><td>Class</td><td>C2 (EU)</td></tr><tr><td>Zoom Camera</td><td>Sensor: 1/2" CMOS, Effective pixels: 48M</td></tr><tr><td>Lens</td><td>Focal length: 21-75 mm (equivalent: 113-405 mm)</td></tr><tr><td></td><td>Aperture: f/2.8-f/4.2</td></tr><tr><td>Electronic Shutter Speed</td><td>Auto Mode: Photo: 1/8000-1/2 s Video: 1/8000-1/30 s</td></tr><tr><td></td><td>Photo: 1/8000-8 s Video: 1/8000 - 1/30 s ISO Range 100-25600</td></tr><tr><td>M Mode:</td><td></td></tr></table>	Thermal Drone		Aircraft		Max Takeoff Weight	4069 g	Max Ascent/Descent Speed	6 m/s, 5 m/s	Max Tilt Descent Speed	7 m/s	Max Horizontal Speed	23 m/s	Max Wind Resistance	12 m/s	Max Hover Time [2]	36 min			Max Flight Time [2]	41 min			Operating Temperature	-20° to 50° C (-4° to 122° F)			Class	C2 (EU)	Zoom Camera	Sensor: 1/2" CMOS, Effective pixels: 48M	Lens	Focal length: 21-75 mm (equivalent: 113-405 mm)		Aperture: f/2.8-f/4.2	Electronic Shutter Speed	Auto Mode: Photo: 1/8000-1/2 s Video: 1/8000-1/30 s		Photo: 1/8000-8 s Video: 1/8000 - 1/30 s ISO Range 100-25600	M Mode:		05	22.5
Thermal Drone																																											
Aircraft																																											
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	Photo: 1/8000-8 s Video: 1/8000 - 1/30 s ISO Range 100-25600																																										
M Mode:																																											

		Max. Video Resolution	3840×2160		
		Max Photo Size	8000×6000		
		Wide Camera	Sensor: 1/2" CMOS, Effective pixels: 12M		
		Accessories	02 No's All weather condition Bag for Each Drone 06 No's Extra batteries for Each Drone 02 No's Memory card 1TB for Each Drone AI software for Each Drone		
5	Walkie Talkie Walkie Talkie CTCSS / DCS (50 CTCSS and 104DCS codes). Dual band, Dual display, Dual standby. IP67 Waterproof and dustproof. Cross band reception/transmission. High power / mid / low (5W / 3W / 1W) selection. Up to 128 Memory channels. Battery Saving. VOX (voice operated transmission). Wide / Narrow band selection. Tone end of transmission. Auto-Back light. Dual band standby. Time-out timer (TOT). Voice prompt (English /Chinese). DTMF emergency alarm. ANI code PTT-ID. Frequency reverse. Auto keypad lock. Busy channel lock function. PC software or Manual program. Emergency SOS sound and light alarm. Priory scanning Function. Commercial FM radio receiver (65Mhz-108MHz). Relay forwarding confirmed (1750Hz). Low Battery warning. Display illumination and programmable keyboard			400	16.000
6	Field equipment (bag pack, GPS, water bottle, hand cuff, first aid kit)			612	91.800
Total					271.5

NOTE:

1. Technical Brochures of Equipment quoted, mentioning its specifications, manufacture's model, product number, and country of origin (where applicable).
2. If delivered items not found as per standard specifications as mentioned in the Tender Document on physical examination, the client reserves the right to claim replacement of the same with requirement to match the mentioned specifications or cancel the Contract or any other action along with forfeiting the performance guarantee
3. The Bidder/Contractor shall be required to provide the above-mentioned items as per requirements of Procuring Agency.
4. The above-mentioned quantities may vary as per requirements of Procuring Agency.
5. The standard manufacturer warranty of One (01) year is required.
6. Where any brand / name, reference, number or any such inference is given in the specification, the word **“or equivalent”** shall be considered therein.
7. The bid security shall be three percent (3%) of the total estimated cost for each lot. That will be attached (copy) along-with the bid and hard copy shall be provided to the

Procuring Agency in a sealed envelope on or before opening/ closing/ uploading the bids on the address given in the Bidding Documents.

Section-IV: Bid Data Sheet

The following specific data for the required goods shall complement, supplement, or amend under the provisions provided in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict between that data of ITB and the following provisions, the provisions hereunder shall prevail over those in ITB.

Introduction
Name of Procuring Agency; Deputy Director Wildlife Headquarters.
Name of Project: Contract for procurement of Machinery & Equipment (FY 2024-2025) under single stage two envelope process.
For clarification purposes, the Employer's address is: Deputy Director Wildlife Headquarters. Requests for clarification shall be received by the procuring agency seven (07) calendar days before to the closing date the bids.
Language of the bid – English
Estimated Bid Price and Currency. Lot #1= 61,000,000/- Lot #2= 40,000,000/- Lot #3= 40,000,000/- Lot #4= 22,500,000/- Lot #5= 16,000,000/- Lot #6= 91,800,000/-
The price quoted against each Item shall be delivered duty paid (DDP) at the following locations in accordance with the Schedule of Requirement including all applicable taxes.
The price shall be in Pak Rupees (including all taxes) and shall be fixed subject to contract(s) for the whole period of the contract(s).
Preparation and Submission of Bids. EVALUATION CRITERIA: as provided in these bidding documents. Eligibility Criteria: (Mandatory Requirements):
The bidder has to fulfil all mandatory requirements detailed below, in order to <u>Technically Qualify</u> for the assignment. The interested bidder/Contractor has to provide documentary evidence(s) against the below mentioned requirements: - Legal Status of the bidder (s) (Incorporation Certificate (<i>showing its location and the date of registration</i>), Partnership Deed or Form C/D (whichever is applicable) Affidavit and any other valid supporting document in case of any other entity) - Proof of valid Income Tax Registration (NTN)

- c. Proof of valid General Sales Tax and Punjab Sales Tax (GST & PST)
- d. Proof of valid Professional Tax Certificate F.Y 2024-25
- e. Active Taxpayer. (income tax and sales tax)
- f. Bid Security 3% of the estimated cost attached with Technical Bid/proposal.
- g. Audited Financial Statement for the last three years from 30.06.2021 to 30.06.2024. (Signed & stamped).
- h. Signed & stamped bidding document and all attachments (all type of appendices & statements).

Affidavit on stamp paper of Rs.200/- as per attached template.

Amount of Bid Security:

Lot. No.	Name	Estimated Bid Amount PKR. (Included Taxes)	3% Bid Security PKR. (Included Taxes)
1.	Body camera	61.200	1,836,000/-
2.	Night vision goggles	40.000	1,200,000/-
3.	Binocular	40.000	1,200,000/-
4.	Thermal Drone with AI technology	22.5	675,000/-
5.	Walkie Talkie	16.000	480,000/-
6.	Field equipment (bag pack, GPS, water bottle hand cuff, first aid kit)	91.800	2,754,000/-

The required bid security is not more than 3% of the estimated cost in accordance with the Punjab Procuring Rules 2014.

Sealed Bids shall be received/ uploaded under PPRA Laws through e-PADS (Punjab Procurement Regulations, 2024) in the prescribed format that will be accompanied by the Bid Security in the form of Call Deposit Receipt (CDR)/ bank guarantee in favor of “**Deputy Director Wildlife Headquarters**”, having its **validity 90 days** from the date of opening of bid and the copy of which will be **annexed with the technical proposal (bid)**. However, **original bid security should be reach in the office of Deputy Director Wildlife Headquarters 02 Sanda Road Lahore on or before the date of bid opening.**

Bid Validity Period: 90 days after the date of opening of bids/ extendable period.

Bids must be accompanied by unit price and total price.

Deadline for **Bid Submission/ uploading: 07.02.2025** no later than **02:30 PM**

Time, Date, and Place for Bid Opening: 03:00 P.M, electronically under PPRA Laws and in office of Deputy Director Wildlife Headquarters Punjab Wildlife and Parks Department Online/ electronically.

Bid Evaluation

Criteria for technical bid evaluation as provided in bidding documents and financial bid evaluation “**Lowest Evaluated Bid Price**” (including all applicable taxes) against each item

offered by the technically qualified/ responsive bidder shall be considered. The evaluation criteria (technical and financial) provided in these bidding documents shall be considered overall.

Contract Award

The technically responsive bidder(s) whose financial bid found the **Lowest Evaluated Bid Price** as per requirement of these documents, may be called for the signing of the contract. The terms and conditions of the Contract shall be decided, at the stage of signing of Contract as per the requirement of Bidding documents and Procurement Agency. The percentage for scope of services/quantity may be increase or decrease, reviewed, added as per the requirement of procuring agency at the time of signing of contract keeping in view the parameter of applicable laws/rules. Voluntary discount of any lowest evaluated bidder against the Items may be consider/ accepted by the Procuring Agency. Second lowest bidder may be called for contract award in case the lowest evaluated bidder(s) refuses or fails to sign the contract or complete the contract accordingly subject to match the lowest price offered by the lowest evaluated bidder(s) or as per satisfaction of the Procuring Agency. Blacklisting proceeding shall be initiated against such defaulters/ bidders as per PPRA Laws.

The interested bidders are required to provide/ offer their best financial bids/ offers keeping in view all such requisition and the contract shall be awarded to the lowest evaluated bidder in accordance with the applicable laws.

Section-IV: Bid Evaluation Criteria

In addition to mandatory criteria, following “Tentative Evaluation Criteria” is required to fulfill by the bidder:

The bidder will submit documents/ evidence to technically qualify as given below:

Sr. No.	Description	Allocated Marks	Total Marks
1	Company Profile, Experience & International Certifications if any.		50
i.	Company/ Firm/ Sole Proprietor Profile Years of operations (From Registration date of NTN / FBR) - E.g.: two (2) mark for one (1) year experience may be awarded. - Maximum marks may be awarded, if the firm has 10 years or more experience.	20 (minimum passing score is 06)	
ii.	Relevant Experience Similar assignments / supplies over last 05 years. value of each contract/supply shall not be less than the estimated cost of the lot and numbers shall be awarded as; 4 similar contract = 10 marks 8 similar contract = 20 marks 12 similar contract or above = 30 marks Purchase orders / supply orders / completion certificates must be attached, otherwise, no marks shall be awarded. (Similar or relevant experience means supply of similar goods)	30 (minimum passing score is 10)	
2	Financial Position I. Average annual Turnover (last 03 years i.e. years 2021 to 2024) If total average turnover during last three years is double value of the estimated cost of the lot = 10 marks If total average annual turnover during last three years is more than double of the estimated value of the lot but lesser than triple value of the estimated cost = 20 marks If total annual turnover during last three years is equal to or three times more than the value of estimated cost of the Lot = 30 marks Audit statement of last three financial years must be attached, otherwise, no marks shall be awarded. II. Bank Balance If bank balance up-to 30 th June 2024 is equal to or more than estimated cost of the Lot than full marks shall be awarded. Otherwise, the marks shall be awarded as: Closing Balance x 25 Estimated cost of the tender/Item wise	30 (minimum passing score is 10)	50
		20 (minimum passing score is 10)	

Only the Bids securing minimum 70% marks out of total marks i.e. 100 marks would be declared technically accepted.

Section-V: General Conditions of Contract

1. Definitions

- (a) In this Contract, the following terms shall be interpreted as indicated:
- (b) “Day” means calendar day.
- (c) “Contract” means the agreement entered between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (d) “Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- (e) “GCC” means the General Conditions of Contract contained in this section.
- (f) “Goods” means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract.
- (g) “PPRA Laws” means Punjab Procurement Regularity Authority Act, 2009 (amended till to date), Punjab Procurement Rules, 2014 (amended time to time), Punjab Procurement Regulations, 2024”
- (h) “Procuring Agency” means the organization purchasing the Goods, as named in SCC/ i.e. **Deputy Director Wildlife Headquarters, Punjab Wildlife and Parks Department.**
- (i) “Procuring Agency’s country” is the country named in SCC.
- (j) “Project Site,” where applicable, means the place or places named in SCC or the place of the delivery.
- (k) “SCC” means the Special Conditions of Contract.
- (l) “Services” means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance,

training, maintenance & repair and other such obligations of the Supplier covered under the Contract.

- (m) “Supplier” means the Bidder or firm supplying the Goods under this Contract.

Note; the expression or words used in these bidding documents but not defined shall be construed as defined in PPRA Laws or in any other Law applicable in the Country.

2. Application

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

3. Country of Origin

[where applicable]

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

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

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

4. Standards

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

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

5.1. The Supplier shall not, without the Procuring Agency’s prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished/ uploaded on e-PADS by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

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

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

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

6. Patent Rights

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

7. Performance Guarantee

7.1. Within seven (07) of receipt of the notification of Contract award, the successful Bidder shall furnish/ upload on e-PADS to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.

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

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

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or
- (b) a Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque cashier's or certified cheque or CDR.

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

8. Inspections and Tests

8.1. The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where

they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives nominated for these purposes.

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

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

8.4. The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.

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

9. Packing

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

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

10. Delivery and Documents

10.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements and through this contract on need bases throughout the financial year 2024-2025 on the same cost/ price as per the contract without compromise on the quality of the

goods in any case what so ever. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.

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

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

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

11. Insurance

11.1. The Goods supplied under the Contract shall be delivered duty free paid under which risk is transferred to the buyer after having been delivered, hence is seller's responsibility for any guarantee, insurance, quality throughout the financial year 2024-2025 and one year in addition to that in case of non-perishable items.

12. Transportation

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

13.Incidental Services

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

- (a) satisfactory performance for specified time/ quantity on-site and/or supervision of on-site assembly and/or start-up of the supplied Goods.
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods.
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

14.Spare Parts

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

- (a) such spare parts as the Procuring Agency may choose to purchase from the Supplier, provided that this choice shall not relieve the Supplier of any warranty obligations under the Contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and

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

15. Warranty

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

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

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

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

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

16. Payment

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

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

16.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days

after submission of an invoice or claim by the Supplier, provided the work is satisfactory.

16.4.The currency of payment is Pakistani Rupees.

17. Prices

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

18.Change Orders

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

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
- (b) the method of shipment or packing;
- (c) the place of delivery; and/or
- (d) the Services to be provided by the Supplier.

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

19.Contract Amendments

19.1.Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties. No variation in finalized brands/ makes/models shall be allowed except in special conditions where the manufacturer has stopped producing or suspended that model or the latest model of similar series or version has been launched by the manufacturer or non-availability due to international mergers of the manufacturers or similar unavoidable constraints.

20.Assignment

20.1.The Supplier shall not assign the contract to anybody else.

21. Sub-contracts

21.1.sub-contract is allowed in any case.

22.Delays in the Supplier's Performance

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

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

22.3.Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.

23.Liquidated Damages

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

24.Termination for Default

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

- (a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22;
- (b) if the Supplier fails to perform any other obligation(s) under the Contract; or
- (c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause,

corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

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

(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:

- vi. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
- vii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
- viii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- ix. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
- x. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process*

24.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those

undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25.Force Majeure

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

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

25.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

26.Termination for Insolvency

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

27.Termination for Convenience

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

27.2. The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency

on the Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:

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

28.Resolution of Disputes

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

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

29.Governing Language

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

30.Applicable Law

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

31.Notices

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

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

32.Taxes and Duties

32.1.Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the Procuring Agency. In case of imposition of new taxes/duties or concession thereof after the deadlines for the

submission of bids the effect thereof shall be borne or availed by the procuring agency as the case may be.

Section-VI. Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement to the General Conditions of Contract. Whenever there is a conflict, the provisions herein (SCC) 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: **Deputy Director Wildlife Headquarters, Punjab Wildlife and Parks Department.**

GCC 1.1 (h)—The Procuring Agency's country is: Pakistani Rupees.

GCC 1.1 (i)—The Supplier is: as per contract that will be decided after completion of procurement process.

Sample Provision

GCC 1.1 (j)—The Project Site is: **Deputy Director Wildlife Headquarters 02 Sanda road Lahore** where the samples shall be delivered and received or as per the requirement of the Procuring Agency.

2. Country of Origin (GCC Clause 3)

[All countries and territories as indicated in Section IV, BDS, of the Bidding documents, as ineligible may be mentioned here]

3. Performance Guarantee (GCC Clause 7)

10% of the total value of the contract in each lot .

4. Inspections and Tests (GCC Clause 8) and provision of Goods

1. GCC 8.6—Inspection and tests prior to acceptance and shipment of Goods and at final acceptance are as per contract in accordance with the sample and/or as per requirement under the bidding documents.

5. Packing (GCC Clause 9)

GCC 9.2—*[This SCC shall supplement GCC Clause 9.2, exact details of the requisite items be provided]*

6. Delivery, duration and Documents.

(1) (GCC Clause 10) *as per contract, but not later than 15 days from Issuance of Letter of Award, however, a mode of provision shall be DDP.s. All warranties or guarantees of the delivered goods shall be the responsibility of the contractor and in case of any default what so ever in the delivered goods shall be sole liability of the contractor who shall replace such defective goods immediately but not later than three (03) days and in case of fail the same shall be replaced by the Procuring Agency at*

the cost of the contractor and such amount shall be deducted from the performance guarantee of the contractor or recovered as arrears from the contractor.

(2) delivered duty paid **DDP terms shall be as;**

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

- (i) copies of the Supplier's invoice showing Goods' description, quantity, unit price, and total amount.
- (ii) original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document) which the buyer may require to take the goods.
- (iii) copies of the packing list identifying contents of each Item.
- (iv) insurance certificate;
- (v) Manufacturers or Supplier's warranty certificate.
- (vi) Where applicable (Pre shipment/ port/ Procuring Agency Delivery site, inspection certificate), issued by the Procuring Agency nominated inspection agency, and the Supplier's factory inspection report (Inspection type depends on the nature of procurement and volume of procurement); and
- (vii) Certificate of origin.
- (viii) The duration of this contract for the period of Ninety (90) days from the date fixed for bid opening which may be extended with the mutual consent of the parties on such terms and conditions as desired by the Procuring Agency.
- (ix) In case the contractor fails to supply/ deliver the any item timely as per contract/ PO the same shall be purchased by the Procuring agency by its own from the market at the cost of the contractor. Such payment/ money shall be deducted from the security/ performance guarantee of the contractor or recovered from the contract accordingly and the contract may be terminated in addition to forfeiting the performance guarantee.

7. Insurance

(GCC Clause 11)

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

8. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are:

under GCC Clause 13 and/or other should be specified with the desired features. The price quoted in the Bid price or agreed with the selected Supplier shall be included in the Contract Price.]

10. Warranty

(GCC Clause 15) as provided in said clause.

11. Sample provision

GCC 15.2—In partial modification of the provisions, the warranty period shall be one year other than perishable items from date of acceptance/satisfactory installation of the Good. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

And/ or

- (b) pay liquidated damages to the Procuring Agency in case of failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.1% per day with maximum of the 10% of the total value of the Contract.

GCC 15.4 & 15.5—The period for correction of defects in the warranty period is: three (03) days.

12. Payment (GCC Clause 16)

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

Payment will be made after successful completion of awarded work within stipulated period and satisfactory report by the concerned officer(s)/ committee.

13. Prices (GCC Clause 17)

GCC 17.1—Prices shall be fixed and shall not be adjusted. However, voluntary discount/ rebate from the lowest bidder or contractor may be accepted at the time of signing of the contract or any time thereafter. Moreover, price shall not be adjustable with any other delivered good/ services or work by the contractor to the PA.

14. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate:

Maximum deduction: LD rate shall be one-half (0.1) percent per day, and the maximum shall not exceed ten (10) percent of the Contract Price after that Procuring Agency may proceed for the termination of contract along-with other remedies available under PPR-14.

15. Resolution of Disputes (GCC Clause 28)

GCC 28.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Contractor, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

16. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: English

17. Applicable Law.

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

(2) The whole process of the procurement shall be started and completed under the e-PADS/ PPRA laws and in case of any contradiction between any terms and conditions of these bidding documents the laws, rules, regulations of PPRA shall prevail in this regard.

18. Notices (GCC Clause 31)

GCC 31.1—Procuring Agency's address for notice purposes: **Office of Deputy Director Wildlife Headquarters, Punjab Wildlife and Parks Department 02 Sanda Road Lahore**

—Supplier's/ Contractor's address for notice purposes: as per contract.

Section-VII. Schedule of Requirements

7.1 Schedule of Requirements/ Delivery

As per requirement on need basis the purchase order (PO) shall be issued to the contractor with delivery schedule under this contract and on the same prices decided accordingly.

Sr No.	Description	Quantity	Delivery schedule.
1.	Body camera	612	15 days from Issuance of Letter of Award.
2.	Night vision goggles	400	
3.	Binocular	400	
4.	Thermal Drone with AI technology	05	
5.	Walkie Talkie	400	
6.	Field equipment (bag pack, GPS, water bottle hand cuff, first aid kit)	612	

Section-VIII: Sample Forms

(Sample format will be as per requirement of the Procuring Agency for the desired samples)

8.1 Bid Form

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

Date: _____

To:

Deputy Director Wildlife,
Headquarters,
Lahore

Gentleman:

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

Sr No.	Description	Qty	Brand and Specifications (to be filled by bidder)	Qty
1.	Body camera	612		
2.	Night vision goggles	400		
3.	Binocular	400		
4.	Thermal Drone with AI technology	05		
5.	Walkie Talkie	400		
6.	Field equipment (bag pack, GPS, water bottle hand cuff, first aid kit)	612		

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.8 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Technical bid includes the following: -

- a) Complete bidding document (without filling) signed and stamped by the bidder
- b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.
- c) Copy of bid security form along with copy of financial instruments *[to be decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for 120 Days, beyond the validity of Bid in the manner as prescribed on the bid security form **8.10**.
- d) Any other document required by the procuring agency not inconsistent with PPR-14.

Financial bid includes the following: -

- a) Bid form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- b) Price schedule / financial form (as per **form 8.10**) to be reproduced on the letter head of the bidder duly signed and stamped.
- c) Original Bid security form (as per **form 8.11**) along with financial instrument *[to be decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for () Days, beyond the validity of Bid.
- d) *Any other document required by the procuring agency not inconsistent with PPR-14.*

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

Name and address of goods provider	Amount and Currency
_____	_____
_____	_____
_____	_____
(if none, state "none")	_____

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

Dated this _____ day of _____ 20_____.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

8.2 Bidder's JV Members Information Form (Not applicable)

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 (Last years)

Yes	No
-----	----

b) Details of Experience (Last ____ Years)

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

c) Staff Detail and last month Payroll

Yes	No
-----	----

8.5. General Information Form

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

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

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

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

8.6. Affidavit

[To be printed on PKR 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/ upload on e-PADS any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

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

- (i) The firm is not currently blacklisted by the Procuring Agency.
- (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.

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

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.7. Performance Guarantee Form

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

To,

Deputy Director Wildlife,
Headquarters,
Lahore.

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

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

(Here in after called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish/ upload on e-PADS you with a bank guarantee by a scheduled 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 Guarantor 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 as specified by you, within the limits of _____ (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until _____ day of _____, 20____, or _____ [insert number of days] after the rectification of the Defects, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

Date _____

8.8. Technical Bid Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical /Bid (e-PADS)] Item wise

Sr. No.	Item name	Brand name with Country of Manufacturer (if applicable)	Make & model (if applicable)	Qty	Country of Origin (if applicable)	Specifications dimensions
1	Body camera					
2	Night vision goggles					
3	Binocular					
4	Thermal Drone with AI technology					
5	Walkie Talkie					
6	Field equipment (bag pack, GPS, water bottle hand cuff, first aid kit)					

Stamp & Signature of Bidder _____

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 *[name of Procuring Agency]* of *[country of Procuring Agency]* (hereinafter called “the Procuring Agency”) on the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) on the other part:

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

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Procuring Agency’s Notification of Award.
 - (g) Contract agreement
 - (h) Complete Bidding document
3. In consideration of the payments to be made by the Procuring Agency to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Procuring Agency to provide the goods and services and to rectify defects therein in conformity with all respects in accordance with the provisions of the Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

Signed, sealed, delivered by _____ the _____ (for the Procuring Agency)

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

8.10. Financial Bid Form/Price Schedule

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial Bid (e-PADS)]
Lot #.....(filed by the bidder)

Sr. No.	Item name	Specifications/ dimensions (if applicable) as required	Country of Origin (if applicable)	Brand name, make & model	Unit price (inclusive of all taxes & duties etc.)	QTY	Total price (inclusive of all taxes & duties etc.)	Total price (in words)
1.	Body camera							
2.	Night vision goggles							
3.	Binocular							
4.	Thermal Drone with AI technology							
5.	Walkie Talkie							
6.	Field equipment (bag pack, GPS, water bottle hand cuff, first aid kit)							
Total price in figures								
Total price in words								

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

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

Total financial bid quoted by the bidder (including both financial bids against above two items) shall be considered and the lowest evaluated bidder shall be awarded the contract, if otherwise, his bid is accepted.

Note:

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

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

Stamp & Signature of Bidder _____

8.11. Bid Security Form

[To be signed & stamped by the 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 unto *[name of Procuring Agency]* (hereinafter called “the Procuring Agency”) in the sum of for which payment well 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 _____ 2025.

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/ upload on e-PADS 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]

Section IX- Check List

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

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

Sr. #	Detail	Responsive	Non-responsive
1	Original receipt for purchase of tender along with Standard Bidding Documents.		
2	03 % Bid Security of estimated cost of articles / items given by the department. The Bid security must be submitted with Technical proposal.		
3	All required samples (if demanded) have been submitted in Deputy Director Wildlife Headquarters.		
4	Active Registration with Income Tax Authorities (National Tax Number NTN)		
5	Copy of active Registration with Sales Tax Authorities (STRN)		
6	Copy of active Registration (Professional Tax Certificate)		
7	Technical Bid Form (as per form 8.9 of Bidding documents) on letter head of the firm duly signed and stamped.		
8	Financial Bid Form (as per form 8.1 of Bidding documents) on letter head of the firm, duly signed and stamped.		
9	Bid Security Form (as per form 8.11 of Bidding documents) on letter head of the firm, duly signed and stamped.		
10	Performance Guarantee Form (as per form 8.7 of Bidding documents) on letter head of the firm, duly signed and stamped.		
11	General Information Form (as per form 8.5 of Bidding documents) on letter head of the firm duly signed and stamped.		
12	Affidavit (as per form 8.6) on non-judicial Stamp Paper of Rs. 200/-		

	(i) The firm is not currently blacklisted by the Procuring Agency. (ii) The documents/photocopies provided with Bid are authentic. In case of any fake/bogus document look at any stage. They shall be black listed as per Rules / Laws. (iii) Affidavit for correctness of information. Affidavit on stamp paper of Rs.200/- for correction of information Form (as per requirement/ form of Bidding documents) on letter head of the firm, duly signed and stamped.		
13	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 (last 03 year). iv. Bidders profile Form (as per requirement/ form of Bidding documents) on letter head of the firm, duly signed and stamped.		

Stamp & Signature of Bidder _____

Technical Specifications items:

Technical Specifications of Body Camera

OS	OS	Linux
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	Startup time	8s
	Language	English / Russian / Spanish
	Screen	2-inch color LCD
	Recording video resolution	2688×1512/2560×1440/2304×1296/1920×1080
	Recording frame rate	25fps@(2688×1512)/30fps@(2560×1440)/30fps@(2304×1296)/30fps@(1920×1080)
	Record mode	Record video&audio altogether, independent dual stream for local recording and live view video.
	Live view video resolution	2688×1512,2560×1440,1920×1080,1280×720
Audio	Audio input	1x MIC input, support intercom connection with USB
	Audio output	Built-in high-quality speaker
	External audio port	10 pin mini-USB port for headphone, microphone
	Compression	PCM
	Audio record	Support record audio file only
Photo	Performance	8640x4752 / 7680x4288 / 5760x3216 / 1920x1080 optional
	Snap	Support capturing pictures from live video
	Photo file format	JPG
	Burst shooting	5/10/20/25 pictures at a time
Lens	Image sensor	5 million pixels HD sensor
	Angle	126 degrees (HOV)
	Digital zoom	8X
	Geometric distortion	less than 16%
Storage	Data storage	Built in 32GB TF card(optional up to 256GB)

Night vision	Night vision	Night vision automatically/manually turned on in low light environment
	Performance	Up to 7 meters with visible face detection
Light source	Flash light	To increase brightness when you are recording or taking a photo
	Laser	Auxiliary locking imaging center or laser marking
Connectivity	USB	1x USB Mini port
External camera	External camera	Support external 1080P HD IR camera (optional)

Network	Protocol	TCP/IP, RTSP, GB/28181
	3G/4G	FDD-LTE/TDD-LTE/WCDMA/EVDO/GPRS
	WiFi	IEEE 802.11 b/g/n or IEEE 802.11 a/b/g/n/ac(optional)
	Bluetooth	Bluetooth 4.2 or Bluetooth5.0 (optional)
GPS	Positioning	Built-in GPS. Support GPS/GLONASS (optional)
Firmware	Facial recognition	Face recognition with deep learning algorithm, massive local blacklist or cloud recognition (optional)
	Plate number recognition	Support (optional)
	Voice control	Support (optional)
	G-Sensor	Support (optional)
	Voice broadcast	Support (optional)
	Playback	Support local playback, search video files by time, alarm, etc.
	Remote view	Support remote online playback & file download
	Interphone	Support (optional)
	On screen display	Date, time, device ID, user number, location information, speed information, etc.
	Overwrite	Support
	Playback speed	Fast forward/backward 1~128 times
	Pre & Post event buffer	10s pre-recording, 60s post-recording

	Password authorization	Support
	Encryption	AES256 encryption
	Log	Support
Software	hPlayer	Play back multiple cameras files together, including the encrypted files. At the same time it analyzes the data information in the file.
	CMSV6	Support real-time preview & positioning, track playback, intercom, remote command issuance, etc.
Upgrade	Firmware upgrade	Upgrade via USB interface or remote upgrade on CMSV6
Power	Battery capacity	2*2700mAh batteries
	Backup battery	Built-in 60mAh battery to ensure continuous power during replacement.
	Working hour	18 hours of continuous recording @1920x1080 (two batteries)
	Charging time	1A power adaptor, 4 hours charging
Working environment	Operating temperature	-30--55℃
	Humidity	40%~80%
Other	Cradle	Charging and USB data transfer
	Time	Support time synchronization with network, computer or GPS
	Light indicator	Light indicators for charging, idle, video recording, photo, audio recording
	IP rating	IP56. The camera can survive from drops & impact. It can also be used in the rain, dust and extreme temperatures.
	Drop	2m
	Size	3.48" x 2.32" x 1.35" (88.4mm x 59mm x 34.3mm)
	Weight	7.13oz (202g)

Packing List for each body camera

No.	Item	Quantity
1	Body Camera & Clamp	1 unit
2	Battery	2 units
3	Charging dock	1 unit
4	USB cable	1 set
5	Adapter	1 set