#### NO. PFA/AD (P)/2023-24 ESTABLISHMENT OF MOBILE MILK TESTING FACILITIES OF PFA IN RAWALPINDI AND MULTAN THROUGH ADP SCHEME 2023-24



## **BIDDING DOCUMENTS**

Bid Opening Date	25-04-2024
Bid Receive Time	11:00 AM
Bid Opening Time	11:30 AM

#### DISCLAIMER

- 1. This request for proposals document ("**Bidding Documents**") has been prepared by the Punjab Food Authority (as the Procuring Agency). The Bidding Documents constitute no commitment on the part of the Procuring Agency to enter into any arrangements with any Bidder in respect of procurement of goods under the Bidding Documents or otherwise.
- 2. The information contained in the Bidding Documents or as may be subsequently provided to the Bidders (in documentary or any other form) by or on behalf of the Procuring Agency, with respect to the procurement process being conducted pursuant to the Bidding Documents, are indicative only and are provided solely to assist in a preliminary assessment of the proposed procurement. Moreover, each Bid (comprising the technical proposal and financial proposal) shall be evaluated in accordance with the prescribed technical and financial criteria (as the case may be) provided in the Bidding Documents.
- 3. The Bidding Documents do not constitute an agreement. The purpose of the Bidding Documents is to provide proposed Bidders with information that may be useful for them in preparing their Bids pursuant to the Bidding Documents.
- 4. The Bidding Documents may not be appropriate for all interested parties and it is not possible for the Procuring Agency to consider the objectives and particular needs of each interested party which reads or uses the Bidding Documents.
- 5. The assumptions, assessments, statements and information contained in these Bidding Documents may not be complete, accurate and adequate or correct for the purposes of any or all interested parties.
- 6. Each proposed Bidder is required to conduct its own due investigation and analysis, check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, 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. The Procuring Agency is not under obligation to consider any such advice or opinion.
- 7. All information submitted in response to the Bidding Documents becomes the property of the Procuring Agency, including all business information and proprietary data submitted with all rights of communication and disclosures, subject to applicable laws in Pakistan.
- 8. No decision shall be based solely on the basis of the information provided for any statements, opinions or information provided in the Bidding Documents.
- 9. While submitting a Bid in response to these Bidding Documents, each Bidder certifies that it understands, accepts and agrees to the disclaimers set forth herein.
- 10. Nothing contained in any provision of these Bidding Documents or any statements made orally or in writing by the Bidders/Contractor shall have the effect of negating or suspending any of the disclaimers set forth herein.

#### **INVITATION TO BID**

The Punjab Food Authority ("**PFA**" or the "**Procuring Agency**"), a statutory body constituted pursuant to section 3 of the Punjab Food Authority Act, 2011 ("**PFA Act**"), has been working as a functional entity in Punjab across all 36 districts, since July 2012. Specialized wings "Resource and Licensing", "Technical" and "Operations" which are functional and working to enforce the food hygiene and quality standards as described in the PFA Act and the Pure Food Rules 2011("**PFR**"). PFA's activities in terms of the PFA Act read with PFR are carried out through qualified teams of Food Safety Officers and Assistant Food Safety Officers. Food safety teams ensure the food safety. PFA has state of the art labs working round the clock which carry out the food testing for food hygiene and food adulteration under the supervision of the qualified staff.

Pursuant to the requirements of Rule 12 of the Punjab Procurement Rules 2014 (as amended from time to time) ("**PPR**"), the Bidding Documents have been uploaded on PPRA's (<u>www.ppra.punjab.gov.pk</u>) and Procuring Agency's (<u>www.pfa.gop.pk</u>) websites, and have also been advertised in print media.

Bidding Documents must be purchased from the office of Procuring Agency. At the time of purchasing Bidding Documents, Bidders shall submit evidence through deposit receipt that a non-refundable fee of PKR.2000/- has been deposited in account number "**6580008969800018**" (Bank of Punjab) having title: "Director General Punjab Food Authority" and NTN: 9021314-2.

The Bids must reach (by hand) in the office of Assistant Director (Procurement), Punjab Food Authority located at 83-C New Muslim Town Lahore on or before April 25, 2024 till 11:00 A.M.

Technical Proposals shall be opened by the Procurement Committee on the same day at 11:30 A.M. in the office of Director General, Punjab Food Authority (Committee Room), in the presence of Bidders or their authorized representatives having valid authority letters. Late Bids i.e., Bids received after the Bid Submission Date shall be rejected.

All Bids shall be prepared in accordance with the requirements set out in the Bidding Documents and must be accompanied by a Bid Security in the form of a Demand Draft / Pay Order / Call Deposit Receipt of 2% of the "Estimated Cost" of quoted Items cumulatively, in favor of the "Director General Punjab Food Authority Lahore", issued as per the Bidding Documents.

In terms of Rule 38(2)(a) of Punjab Procurement Rules, single stage two envelopes bidding procedure, has been adopted. The Bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals. The envelopes shall be marked as **Technical Proposal** and **Financial Proposal**. In the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the Procuring Agency. After the evaluation and approval of the Technical Proposals, the Procuring Agency shall open the Financial Proposals of the technically accepted Bidders, publicly at a time, date and venue announced and communicated to the Bidders in advance, within the Bid validity period.

The Procuring Agency reserves the right to accept or reject all Bids received, at any time during the bidding process.

ASSISTANT DIRECTOR PROCUREMENT PUNJAB FOOD AUTHORITY, GOVERNMENT OF PUNJAB

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## **1.INSTRUCTIONS TO BIDDERS**

## **1.1.Definitions**

In the Bidding Documents, unless there is anything repugnant in the subject or context:

- 1.1.1. "ADP" means Annual Development Program;
- 1.1.2. "Bid" means the proposal (constituting the Technical Proposal and Financial Proposal) submitted by a Bidder in response to the Bidding Documents;
- 1.1.3. "Bidder" means a person who has submitted a Bid in response to the Bidding Documents;
- 1.1.4. "Bidding Documents" means these bidding documents issued by the Procuring Agency for the procurement of Items;
- 1.1.5. "Bid Price" means the total price (inclusive of all applicable taxes) of the relevant Item quoted by the Bidder;
- 1.1.6. "Bid Security" means security submitted by a Bidder in the form of Demand Draft / Pay Order / Call Deposit Receipt, with Technical Proposal to secure the obligations of the Bidder;
- 1.1.7. "Contractor" means the successful bidder, person, firm, company or an organization who or which undertakes to supply goods and services;
- 1.1.8. "Day" means a calendar day;
- 1.1.9. "Estimated Cost" means estimated cost of an Item, as specified in clause 2 of the Bidding Documents;
- 1.1.10. "Financial Proposal" means the financial proposal submitted by the Bidder, containing rates / prices in respect of the relevant Items in respect of which the Bid is submitted, as per the requirements of the Bidding Documents;
- 1.1.11. "Force Majeure" has the meaning given to it in the relevant clause;
- 1.1.12. "Inspection Committee" means a committee notified by Procuring Agency for inspections of Items;
- 1.1.13. "Instructions to Bidders" means the instructions to bidders set out in clause 1 of the Bidding Documents;
- 1.1.14. "Items" means goods (including any relevant services) as specified in clause 2 to be procured by the Procuring Agency;

- 1.1.15. "Letter of Acceptance" means a letter which is issued by Procuring Agency to the Lowest Evaluated Bidder, as per the requirements of the Bidding Documents;
- 1.1.16. "Lowest Evaluated Bid" means a Bid most closely conforming to evaluation criteria and other conditions specified in the Bidding Documents and having lowest evaluated cost;
- 1.1.17. "Lowest Evaluated Bidder" means a Bidder who has submitted the Lowest Evaluated Bid;
- 1.1.18. "Performance Guarantee" has the meaning given to it in the relevant clause;
- 1.1.19. "Procurement Committee" means a committee constituted by the Procuring Agency to evaluate Bids in accordance with the requirements of the Bidding Documents and PPR;
- 1.1.20. "PPRA" means Punjab Procurement Regulatory Authority;
- 1.1.21. "PPR" means Punjab Procurement Rules 2014 amended up till date;
- 1.1.22. 'Procuring Agency' means the Punjab Food Authority, constituted under section 3 of the Punjab Food Authority Act, 2011 (as amended from time to time);
- 1.1.23. "Purchase Order" means work order/supply order that may be issued to successful Contractor(s) after fulfill all codal formalities;
- 1.1.24. "Specifications" means the specification of each Item, as set out in clause 2 of the Bidding Documents;
- 1.1.25. "Technical Bid Evaluation Criteria" means the criteria specified in clause 1.15, for the evaluation of Technical Proposals;
- 1.1.26. "Technical Proposal" means the technical proposal submitted by the Bidder containing complete information and specification in respect of the relevant Items in respect of which the Bid is submitted, as per the requirements of the Bidding Documents; and
- 1.1.27. "Technically Qualified Bidder" means Bidder who, in the opinion of the Procurement Committee, fulfills the Technical Bid Evaluation Criteria, as per the requirements specified therein;

#### 1.2.Bid Scope

- 1.2.1. The Procuring Agency invites Bids for the provision of Items.
- 1.2.2. Bids shall comprise complete information in the Technical Proposals corresponding with the Technical Bid Evaluation Criteria and Financial Proposal corresponding to the rates specified in the Specifications.

1.2.3. A Bidder may submit Bid with respect to only one Item or for all or more than one Item, subject to fulfilling the conditions laid down in the Bidding Documents.

## **1.3.Delivery Schedule**

- 1.3.1. The Contractor shall be liable to deliver Item(s) within the timelines specified in the Purchase Order.
- 1.3.2. In case of any delay, late delivery charges @ 0.067% of the total cost of the relevant Purchase Order shall be levied every day beyond the stipulated time of delivery, subject to maximum 10% of the cost of relevant Purchase Order.

## 1.4. Eligibility Criteria

A Bidder must:

- 1.4.1. be registered with sales tax and income tax department. In this respect, Bidder must submit copies of NTN Certificate and sales tax certificate GST/PST);
- 1.4.2. provide professional tax certificate-2023-24 with challan form;
- 1.4.3. submit an undertaking on a valid and attested E-stamp Paper of PKR 200/- stating that the Bidder is neither blacklisted nor debarred from participating in any public procurement process of any Provincial or Federal Government Department, Agency, Authority, Organization or autonomous/local body anywhere in Pakistan; and
- 1.4.4. conform to the requirements specified in clause 1.15 (Determination of Responsiveness of the Bidder).

Note: Verifiable documentary proof for all above requirements is a mandatory requirement, non-compliance of which shall lead to disqualification of Bidder. Technical Proposals shall be evaluated as per the Technical Bid Evaluation Criteria. The Financial Proposals of the technically qualified Bidders i.e., Bidders who achieve minimum technical qualification marks, shall be evaluated as per the requirements set out herein.

## **1.5.Joint Venture**

1.5.1. Joint venture is not eligible for this Bid.

#### **1.6.Amendment of the Bidding Documents**

1.6.1. The Procuring Agency may, at any time prior to the deadline for submission of Bids, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Bidding Documents, on any account, for any reason. All amendment(s) shall be part of the Bidding Documents and binding on the Bidder(s).

- 1.6.2. The Procuring Agency shall notify the amendment(s) in writing to the prospective Bidders as per PPR.
- 1.6.3. The Procuring Agency may, at its exclusive discretion, amend the Bidding Documents to extend the deadline for the submission of the Bid in light of rule-25(4) of PPR.
- 1.6.4. Queries of the Bidders (if any) for seeking clarifications in respect of the Bidding Documents must be received in writing to the Procuring Agency at the address specified in the Invitation to Bid, within 7 days after uploading on PPRA website. Any query received after the said date shall not be entertained.
- Pre-bid meeting shall be held on 18-April-2024 at 11:30AM in the office of Deputy Director (Food Laboratories) Punjab Food Authority Lahore. All queries shall be responded in prebid meeting.

#### **1.7. Preparation and Submission of Bids**

- 1.7.1. The Bid and all documents relating to the Bid, exchanged between the Bidder and the Procuring Agency, shall be in English. Any printed literature furnished by the Bidder in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Bid.
- 1.7.2. Bids must be properly bound (book bind / tape bind), all required documents be annexed as per clause 1.15 (*Determination of Responsiveness of the Bidder*) and with proper page numbers otherwise Bid shall be rejected.
- 1.7.3. Bidding Documents shall contain Financial Proposal proforma, as set out in clause 3 of the Bidding Documents.
- 1.7.4. Bidder shall provide Bid Security, as per provisions of the clause 1.9 (*Bid Security*) of the Bidding Documents.
- 1.7.5. Bidders' authorized representatives are required to affix signatures with official seal on all original and duplicate (copies) documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the Bids.
- 1.7.6. In case the last date of submission of Bids is declared as a public holiday by the Government, the next official working day shall be last date of submission of Bids accordingly. The time and venue shall remain the same.
- 1.7.7. The Bidder shall submit Bid which complies with the Bidding Documents. Alternative Bids shall not be considered. The attention of Bidders is drawn to the provisions of these Bidding Documents Clauses regarding "Determination of Responsiveness of the Bidder" and "Rejection/Acceptance of the Bid" for making their Bids substantially responsive to the requirements of the Bidding Documents.

- 1.7.8. It shall be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the tender awarded under this bidding process shall be entertained by the Procuring Agency. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.
- 1.7.9. It must clearly be understood that the terms and conditions and specifications are intended to be strictly enforced. No escalation/de-escalation (price fluctuations) shall be accepted/applicable on the approved rates.
- 1.7.10. No extra charges on account of delivery, loading/unloading etc. or any other excuse shall be paid to the Contractor.
- 1.7.11. Bidders shall enclose brochure as well as catalogues/leaflets/literature and other technical documentary proof of imported Item(s) (if any).
- 1.7.12. Bidders are also required to state, in their Bids, the name, title, contact number (landline, mobile), fax number and e-mail address of the Bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.

#### **1.8.Bid Price**

- 1.8.1. Bid Price shall be inclusive of all taxes and details on the prescribed proforma of Financial Proposal duly signed and stamped by Bidder on each page along with the covering letter of the Bidder on letterhead of the Bidder.
- 1.8.2. Bid Price shall include all charges up to the delivery and / or installation points (as the case may be) at Punjab Food Authority Office(s).
- 1.8.3. Bidders are bound to give their lowest rational Item wise rates inclusive of all taxes and Financial Proposal shall be evaluated on the basis of Item-wise rate.
- 1.8.4. Bidders are bound to submit genuine offers after fulfilling the requirements of the Bidding Documents. Incomplete and false information shall lead to rejection of the Bids and may result in blacklisting of the Bidder and forfeiture of the Bid Security.
- 1.8.5. Bidders shall submit their rates as per specification(s)/samples/standards or equivalent, acceptable to Procuring Agency.
- 1.8.6. Bidders shall fill up the proforma of Financial Proposal provided in the Bidding Documents.

1.8.7. Prices quoted by the Bidders shall be fixed during the Term and not subject to variation on any account. A Bid submitted with an adjustable price/optional quotation shall be treated as non-responsive and therefore will be rejected.

## **1.9.Bid Security**

- 1.9.1. A Bidder shall furnish the Bid Security as mentioned in Bidding Documents with following conditions:
- 1.9.1.1. Denominated in Pak Rupees.
- 1.9.1.2. Amount of Bid Security shall be 2% of the Estimated Cost of quoted Item(s).
- 1.9.1.3. Bid Security shall be calculated against each Item. In case Bidder Bids for more than one Item, the Bidder may furnish Bid Security cumulatively for all Items quoted in the form of one security.
- 1.9.1.4. Bid Security shall be submitted as part of Technical Proposal, failing which the Bid shall be rejected.
- 1.9.1.5. In the form of Demand Draft / Pay Order / Call Deposit Receipt, in the name of the Director General Punjab Food Authority.
- 1.9.2. Bid Security of the Lowest Evaluated Bidder shall be retained by the Procuring Agency until furnishing of the Performance Guarantee.
- 1.9.3. The Bid Security shall be forfeited by the Procuring Agency, on the occurrence of any of the following conditions:
- 1.9.3.1. If the Bidder withdraws it's Bid during the period of the Bid validity.
- 1.9.3.2. If the Bidder, having been notified of the acceptance of the Bid by the Procuring Agency during the period of the Bid validity, fails or refuses to furnish the Performance Guarantee, in accordance with the Bidding Documents.
- 1.9.4. The Bid Security shall be returned to the technically unsuccessful Bidder with unopened / sealed Financial Proposal.

## 1.10.Bid Validity

- 1.10.1. Bids shall remain valid for a period of 180 days after the date of opening of Technical Proposals.
- 1.10.2. The Procuring Agency may solicit the Bidder's consent for an extension of the validity period of the Bid. The request and the response there-to shall be made in writing. If the

Bidder agrees to extension of validity period of the Bid, the validity period of the Bid Security shall also be suitably extended. The Bidder may refuse extension of validity period of the Bid and Bidder is allowed to withdraw the Bid without forfeiture of the Bid Security under rule 28 of PPR.

## 1.11. Withdrawal of the Bid

- 1.11.1. A Bidder may, by written notice served on the Procuring Agency, modify or withdraw the Bid after submission of the Bid, prior to the deadline for submission of the Bids.
- 1.11.2. A Bid, withdrawn after the deadline for submission of the Bids and prior to the expiration of the period of the Bid validity, shall result in forfeiture of the Bid Security.

## 1.12. Opening of the Bid

- 1.12.1. Technical Proposals shall be opened at 11:30 AM on the last date of submission of Bids in the presence of Procurement Committee and the Bidders shall ensure presence of themselves or their authorized representatives as per provision of rule-30 of PPR.
- 1.12.2. In case the last date of submission of Bids is declared as a public holiday by the Government, the next official working day shall be last date of submission of Bids accordingly. The time and venue shall remain the same.

## 1.13. Clarification of the Bid

Under rule-33 of PPR:

- 1.13.1. The Procuring Agency may, if necessary, after the opening of the Bids, seek and accept such clarifications of the Bid that do not change the substance of the Bid.
- 1.13.2. No Bidder shall be allowed to alter or modify its Bid after the closing time for the submission of the Bids.
- 1.13.3. Any request for clarification in the Bid, made by the Procuring Agency and its response, shall invariably be in writing.

## **1.14. Qualification and Evaluation of Bids**

- 1.14.1. The Procuring Agency will determine, to its satisfaction, whether a Bidder is qualified to perform the obligations satisfactorily, and in accordance with the evaluation criteria prescribed in the Bidding Documents.
- 1.14.2. The determination will take into account Bidder's financial and technical capabilities as per the requirements of the Bidding Documents. It will be based upon an examination of the documentary evidence of the Bidder qualifications submitted by the Bidders.
- 1.14.3. The Procuring Agency will technically evaluate and compare the Bids, which have been determined to be substantially responsive, as per the requirements of the Bidding Documents.

- 1.14.4. Technically Qualified Bidder shall be intimated accordingly, and the technically disqualified / non-responsive Bidder may collect its Financial Proposal subject to submitting an application to Procuring Agency with the contents that it is satisfied with the technical results announced by Procuring Agency and it has no obligation with respect to the bidding process conducted pursuant to the Bidding Documents.
- 1.14.5. Procuring Agency may consider a single Bid, if it is responsive as per Rule 55 of PPR.

#### 1.15. Determination of Responsiveness of the Bidder

1.15.1. Firstly, Technical Proposals shall be evaluated by the Procurement Committee in the light of following Technical Bid Evaluation Criteria:

Т	TECHNICAL BID EVALUATION CRITERIA FOR MEDICAL AND LABORATORY EQUIPMENT (ALL DOCUMENTS ARE REQUIRED)			
Sr.	Description	Marks (To be filled in by the Procuring Agency)	Supporting Annexure	
1.	Valid Income Tax Registration Number (Status Active with FBR)	Mandatory		
2.	Valid GST/PST Registration Number (Status Active) 100% Compliance	Mandatory		
3.	Submission of undertaking on valid and attested <b>E-stamp Paper</b> of Rs.200/- that the Bidder is neither blacklisted nor debarred by any of provincial or Federal Government Department, Authority, Agency, Organization or autonomous/Local body anywhere in Pakistan <b>NOTE: old yellow-colored Stamp papers are</b> <b>not accepted</b>	Mandatory		
4.	Professional Tax Certificate 2023-24 Must be With Challan Form	Mandatory		
5.	Income Tax Returns for Last 3 years "01-07-2020 to 30-06-2023" (Returns must be provided)	Maximum 15 Marks           5 Marks for each year		
6.	Years of establishment (From Registration date of NTN)	<b>Maximum 10 Marks</b> 1 Mark for each year		
7.	<ul> <li>Relevant Experience:</li> <li>5 work orders of relevant experience with any govt. department/organization or with the registered Private companies within the period of last 5 years</li> <li>1. 1 Million and above (5 marks each)</li> <li>2. 0.5 Million to less than 1 Million (2 marks each)</li> <li>3. Less than 0.5 Million (1 mark each)</li> </ul>	Maximum 25 Marks		

8.	<ul> <li>Financial Worth (inflow/credit amount):</li> <li>Bank Statement from 01-01-2023 to 31-12-2023 (verified by Bank)</li> <li><b>1. 3 Million and above (30 Marks)</b></li> <li><b>2. 2 Million to less than 3 Million (20 Marks)</b></li> <li><b>3. Less than 2 Million (10 Marks)</b></li> </ul>	Maximum 30 Marks
9.	<ul> <li>General Experience:</li> <li>5 work orders of general experience with any govt.</li> <li>department/organization or with the registered</li> <li>Private companies:</li> <li>1. 1 Million and above (2 marks each)</li> <li>2. Less than 1 Million (1 mark each)</li> </ul>	Maximum 10 Marks
10.	<ul> <li>Human Resource: Work Force / staff Detail (along with CV and CNIC)</li> <li>1 Manager (Minimum Qualification Master's Degree) (3 Marks)</li> <li>2 Supervisors (minimum Qualification Bachelor's degree) (1.5 mark each)</li> <li>4 support staff (1 Mark each)</li> </ul>	Maximum 10 Marks

#### Notes:

- 1. A Bidder obtaining 70% marks in Technical Bid Evaluation Criteria shall be considered as Technically Qualified Bidder for sample inspection. Bidders obtaining less than % marks shall be considered as non-responsive.
- 2. The Technically Qualified Bidder shall provide samples of the relevant Item(s) for inspection (where applicable) according to the Specifications on date and time as specified by the Procuring Agency failing which the Bidder shall be disqualified.
- 3. A Bidder shall not be considered as technically qualified, unless the samples of the relevant Item(s) for which Bid has been submitted, are inspected and considered satisfactory and compliant to the requirements of the Bidding Documents by the Inspection Committee. The Financial Proposals of only those Technically Qualified Bidders shall be opened whose samples are inspected (where applicable) and approved by Inspection Committee.
- 4. A Bidder shall provide complete set of requisite information and documents as required in terms of the Bidding Documents (including the Specifications) along with the Bid, otherwise the Bid shall be rejected.
- 5. It is mandatory for Bidders who have worked with private organizations as suppliers or contractors to provide audit report for three years from 01-07-2020 to 30-06-2023 reflecting therein the evidence of maturity of relevant purchase orders/ contracts with private organizations otherwise their Bid shall be considered as non-responsive.

#### Acknowledgement:

- 1. A Bidder shall provide an acknowledgement and confirmation that:
  - (a) the aforementioned criteria is acceptable to it and that it has no objection for observance of rule-2 (a)(e) and 4 of PPR; and
  - (b) information / documents submitted as part of its Bid are correct, legal and duly signed and stamped on each page.

#### SIGNATURE AND STAMP BIDDER

#### TECHNICAL BID EVALUATION CRITERIA FOR FABRICATION OF VEHICLES EQUIPMENT (ALL DOCUMENTS ARE REQUIRED)

Sr.	Description	Marks (To be filled in by the Procuring Agency)	Supporting Annexure
11.	Valid Income Tax Registration Number (Status Active with FBR)	Mandatory	
12.	Valid GST/PST Registration Number (Status Active) 100% Compliance	Mandatory	
13.	Submission of undertaking on valid and attested <b>E-stamp Paper</b> of Rs.200/- that the Bidder is neither blacklisted nor debarred by any of provincial or Federal Government Department, Authority, Agency, Organization or autonomous/Local body anywhere in Pakistan <b>NOTE: old yellow-colored Stamp papers are not accepted</b>	Mandatory	
14.	Professional Tax Certificate 2023-24 Must be With Challan Form	Mandatory	
15.	Income Tax Returns for Last 3 years "01-07-2020 to 30-06-2023" (Returns must be provided)	<b>Maximum 15 Marks</b> 5 Marks for each year	
16.	Years of establishment (From Registration date of NTN)	<b>Maximum 10 Marks</b> 1 Mark for each year	
17.	Relevant Experience: 5 work orders of relevant experience with any govt. department/organization or with the registered Private companies within the period of last 5 years 1. 2 Million and above (5 marks each) 2. 1 Million to less than 2 Million (2 marks each) 3. Less than 1 Million (1 mark each)	Maximum 25 Marks	
18.	<ul> <li>Financial Worth (inflow/credit amount):</li> <li>Bank Statement from 01-01-2023 to 31-12-2023</li> <li>(Bank Maintenance letter required)</li> <li>1. 10 Million and above (30 Marks)</li> <li>2. 5 Million to less than 10 Million (20 Marks)</li> <li>3. Less than 5 Million (10 Marks)</li> </ul>	Maximum 30 Marks	
19.	<ul> <li>General Experience:</li> <li>5 work orders of general experience with any govt.</li> <li>department/organization or with the registered</li> <li>Private companies:</li> <li>1. 1 Million and above (2 marks each)</li> <li>2. Less than 1 Million (1 mark each)</li> </ul>	Maximum 10 Marks	

20.	<ul> <li>Human Resource: Work Force / staff Detail (along with CV and CNIC)</li> <li>1 Manager (Minimum Qualification Master's Degree) (3 Marks)</li> <li>2 Supervisors (minimum Qualification Bachelor's degree) (1.5 mark each)</li> <li>4 support staff (1 Mark each)</li> </ul>	Maximum 10 Marks	
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#### Notes:

- 6. A Bidder obtaining 70% marks in Technical Bid Evaluation Criteria shall be considered as Technically Qualified Bidder for sample inspection. Bidders obtaining less than % marks shall be considered as non-responsive.
- 7. The Technically Qualified Bidder shall provide samples of the relevant Item(s) for inspection (where applicable) according to the Specifications on date and time as specified by the Procuring Agency failing which the Bidder shall be disqualified.
- 8. A Bidder shall not be considered as technically qualified, unless the samples of the relevant Item(s) for which Bid has been submitted, are inspected and considered satisfactory and compliant to the requirements of the Bidding Documents by the Inspection Committee. The Financial Proposals of only those Technically Qualified Bidders shall be opened whose samples are inspected (where applicable) and approved by Inspection Committee.
- 9. A Bidder shall provide complete set of requisite information and documents as required in terms of the Bidding Documents (including the Specifications) along with the Bid, otherwise the Bid shall be rejected.
- 10. It is mandatory for Bidders who have worked with private organizations as suppliers or contractors to provide audit report for three years from 01-07-2020 to 30-06-2023 reflecting therein the evidence of maturity of relevant purchase orders/ contracts with private organizations otherwise their Bid shall be considered as non-responsive.

#### Acknowledgement:

- 2. A Bidder shall provide an acknowledgement and confirmation that:
  - (c) the aforementioned criteria is acceptable to it and that it has no objection for observance of rule-2 (a)(e) and 4 of PPR; and
  - (d) information / documents submitted as part of its Bid are correct, legal and duly signed and stamped on each page.

#### SIGNATURE AND STAMP BIDDER

#### **1.16. Financial Bid Evaluation Criteria**

1.16.1. Financial Proposals of Technically Qualified Bidders after approved inspections (if applicable) shall be evaluated on the basis of least cost method. The tender shall be awarded to the Bidder whose Bid is Technically Qualified with approved inspection and has submitted Lowest Evaluated Bid.

## 1.17. Rejection of the Bid

1.17.1. The Procuring Agency may reject all Bids at any time prior to the acceptance under rule-35(1) of PPR.

- 1.17.2. The Procuring Agency shall upon request, communicate to any Bidder, the grounds for rejection of its Bid, but shall not be required to justify those grounds.
- 1.17.3. A Bid shall be rejected if:
  - 1.17.3.1.It is submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents and / or specified mode (as the case may be).
  - 1.17.3.2. It is submitted incomplete, partial, conditional, alternative and / or late.
  - 1.17.3.3.It is subjected to interlineations / cuttings / corrections / erasures / over writing.
  - 1.17.3.4. The Bidder has conflict of interest with the Procuring Agency.
  - 1.17.3.5. The Bidder tries to influence the Bid evaluation / award of Tender.
  - 1.17.3.6. The Bidder engages in corrupt or fraudulent practices in competing for the Tender award.
  - 1.17.3.7. The Bidder has been blacklisted by any public or private sector organization, in Pakistan or internationally.
  - 1.17.3.8. The Bidder has been served any legal notices or displeasure letters by any public sector organization (in Pakistan or internationally) on serious failures to provide satisfactory Items.
  - 1.17.3.9. The Bidder has mentioned any financial implication(s) in the Financial Proposal that are in contradiction to the Bidding Documents and Government rules and regulations.
  - 1.17.3.10. There is any discrepancy between Bidding Documents and Bidder's Bid i.e. any non-conformity/inconsistency/informality/irregularity in the Bid.
  - 1.17.3.11. Bidder submits any financial conditions as part of its Bid which are not in conformity with Bidding Documents.
  - 1.17.3.12. Bidder fails to submit verifiable proofs against the mandatory documents.

NOTE: Bids of participating Bidders shall comprise of complete information as per Technical Bid Evaluation Criteria as well as Proforma of Technical Proposal and Financial Proposal, in case of any cutting in Technical Proposal /Financial Proposal, it shall lead to rejection of Bid. Bids shall be evaluated on Item wise rate and Bidders can quote rates (inclusive of all taxes) against more than one Item subject to fulfilling the conditions laid down in the Bidding Documents but the Bid shall be evaluated on Item wise basis separately.

## **1.18. Samples and Inspection**

- 1.18.1. A Bidder failing to submit sample (where applicable) to meet the required specification(s) and standards, shall be considered technically non-responsive.
- 1.18.2. Procuring Agency reserves the right to claim any sample free of cost for inspection as and when required. Bidder shall be responsible to provide the sample within 7 days after demanding by the Procuring Agency.
- 1.18.3. Inspection of material shall be carried out before final acceptance by the Inspection Committee. However, this shall not bar the Procuring Agency from carrying out inspection at any stage of procurement.
- 1.18.4. Contractor shall be responsible to lift unacceptable/rejected Item(s) at their own cost and shall be bound to provide the standardized, acceptable Item(s) with no time extension within stipulated period of time.
- 1.18.5. The Contractor shall be responsible for free replacement of rejected Item(s) by the Inspection Committee within the stipulated period of time. In case of failure, the Contractor shall be liable to pay the loss of the Procuring Agency.

## 1.19. Tender Award Criteria

- 1.19.1. Bids shall be evaluated according to Technical Bid Evaluation Criteria and other requirements specified in the Bidding Documents. Samples of Technically Qualified Bidder(s) shall be inspected by the Inspection Committee (where applicable). In case samples are not according to standards/specification(s) or not received on the specified date, the Bidder(s) shall be considered as non-responsive and their Technical Proposals shall be rejected.
- 1.19.2. Technically Qualified Bidders with approved sample inspection in the light of all preconditions, shall be qualified for opening of Financial Proposals. Tender shall be awarded to the Lowest Evaluated Bidder after completion of all legal/codal formalities. Lowest Evaluated Bidder shall be a Technically Qualified Bidder with approved sample inspection and Lowest Evaluated Bid.

## NOTE: Lowest Evaluated Bid shall be considered against the Bid Price quoted against each Item. Financial Proposal shall be evaluated against each Item separately.

## **1.20. Letter of Acceptance**

1.20.1. As per provisions of rule-(55) of PPR, the Procuring Agency shall issue the Letter of Acceptance to the successful Bidder, at least after 10 days of announcement of Bid evaluation reports under rule-(37) of PPR.

#### **1.21. Performance Guarantee**

- 1.21.1. The successful Bidder, shall furnish Performance Guarantee as under:
- 1.21.1.1. Within 7 days, after issuance of Letter of Acceptance.
- 1.21.1.2. In the form of a bank guarantee/ CDR, issued by a scheduled bank operating in Pakistan.
- 1.21.1.3. For a sum equivalent to 10% of the Purchase Order price,
- 1.21.1.4. Denominated in Pak Rupees;
- 1.21.2. The Procuring Agency shall be entitled to encash the Performance Guarantee in the event:
- 1.21.2.1. Of failure by the Contractor to keep the Performance Guarantee valid or extend the validity of the Performance Guarantee till the expiry of warranty of Item;
- 1.21.2.2. of failure by the Contractor to pay the Procuring Agency delay liquidated damages;
- 1.21.2.3. failure by the Contractor to perform its obligations; and/or
- 1.21.2.4. any other event, circumstance or provision which entitles the Procuring Agency to encash the Performance Guarantee.
- 1.21.2.5. Failure of the successful Bidder to submit Performance Guarantee within given time period, shall constitute sufficient grounds for the forfeiture of the Bid Security along with other remedies available.

## 1.22. Redressed of grievances by the Procuring Agency

- 1.22.1. After announcement of technical evaluation report, 1 day will be given to all Bidders for any kind of grievance related to technical grounds/technical evaluation report as per PPRA circular No. L and M (PPRA) 10-01/2011 Date: 20th May 2019.
- 1.22.2. According to PPRA circular No. L and M(PPRA)10-01/2011 Date: 20th May 2019 "After the lapse of given time between the declaration of technical evaluation report and opening of the Financial Proposal no grievance petition would be entertained concerning the technical qualification of successful bidder".
- 1.22.3. After uploading the financial evaluation report, 10 days will be given according to rule 67(2) of PPR for any kind of grievance regarding financial evaluation report.

## **1.23. Force Majeure:**

1.23.1. If Procuring Agency or Contractor considers that a Force Majeure event has occurred which may affect performance of its obligations, it shall promptly notify the other party giving details of the nature, the probable duration and the likely effect of the Force Majeure event within 7 days of its occurrence.

- 1.23.2. During the duration of any Force Majeure event, neither party will be responsible or liable to the other for any failure or delay in performance of its obligations, to the extent that such failure or delay is caused by a Force Majeure event.
- 1.23.3. Affected party shall give notice to the other party when it ceases to be affected by the Force Majeure event.
- 1.23.4. Affected party will use all reasonable efforts and will ensure that it uses all reasonable efforts to mitigate the effects of a Force Majeure event. The affected party will continue to perform its obligations as far as it is reasonably practical and will seek all reasonable alternative means for performance of its obligations not prevented by the Force Majeure event.
- 1.23.5. If a Force Majeure event occurs which continues for a period exceeding 60 consecutive days, the Procuring Agency may give to the Contractor a notice of cancellation of this tender which shall take effect 30 days after the giving of the notice.

#### **1.24. Payment schedule:**

1.24.1. Payment shall be made upon satisfactory delivery of Items as per Purchase Order, and fulfillment of documentary and codal formalities.

Note: Bids or any documents comprising the Bids received through courier may not be entertained.

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## 2. PROFORMA OF TECHNICAL PROPOSAL MEDICAL AND LABORATORY EQUIPMENT

Sr. No.	Name of Equipment	Estimated Quantity (A)	Per Unit Cost (B)		nated C=(A*B)	Bid Security D=(C/100*2)
1.	<ul> <li>Gerber Machine <ol> <li>Benchtop with angular rotor</li> <li>Extreme robustness &amp; reliability</li> <li>Capacity: Max 08 Butyrometer</li> <li>Automatic interlocking lid and brake system</li> <li>RCA: 350g ± 50g</li> <li>Centrifugation Time: 0.5-99.5 min.</li> <li>Inner Temperature: 30-65°C with heating switched on</li> <li>Speed: Upto 1200 rpm</li> <li>Warranty with parts: At least One year.</li> </ol> Note: The warranty will start from the date of installation. Origin: UK, Europe, Japan, USA or Canada</li></ul>	10	155,760	1,5	57,600	31,152
Total Estimated Cost with Taxes (PKR)					1,557,600/-	
Total Bid Security (PKR)				31,152/-		

#### Notes:

- Evaluation formulated by the Procuring Agency shall be acceptable during whole executing period and supply shall be ensured as per approved sample and design in the procurement criteria.
- 2- Prices of aforementioned Items must be filled on "proforma of financial proposal" and all pages should be duly signed and stamped.
- **3-** Proper required technical specification(s) and brand of all aforementioned Items must be quoted on proforma of Technical Proposal as well as on original letterhead of Bidder, failing which shall lead to disqualification.
- **4-** The quantities given in the Bidding Documents are estimated. The Procuring Agency is not bound to procure all Items as mentioned in the Bidding Documents.

#### Bidder Signature and Stamp

## 3. PROFORMA OF FINANCIAL PROPOSAL MEDICAL AND LABORATORY EQUIPMENT

FIRM INFORMATION:		
Name of Firm:	<b>N.T.N</b> :	
Postal/Temporarily Address:		
Permanent Address:		

Phone No.:

#### **GST/PST REG. No:**

Sr. No.	Name of Equipment	Estimated Quantity (E)	Per Unit Bid Price inclusive of all Taxes (F)	Total Cost with Taxes G=(E*F)
1.	<ol> <li>Gerber Machine         <ol> <li>Benchtop with angular rotor</li> <li>Extreme robustness &amp; reliability</li> <li>Capacity: Max 08 Butyrometer</li> <li>Automatic interlocking lid and brake system</li> <li>RCA: 350g ± 50g</li> <li>Centrifugation Time: 0.5-99.5 min.</li> </ol> </li> <li>Inner Temperature: 30-65°C with heating switched on</li> <li>Speed: Upto 1200 rpm</li> <li>Warranty with parts: At least One year.</li> <li>Note: The warranty will start from the date of installation.</li> <li>Origin: UK, Europe, Japan, USA or Canada</li> </ol>	10		

#### NOTE:

- Rate must be quoted on this proforma otherwise Bid shall not be entertained.
- Specifications of all aforementioned Items are same as mentioned in Technical Form.

# 4. PROFORMA OF TECHNICAL PROPOSAL FABRICATION OF VEHICLES

Sr. No.	Name of Equipment	Estimated Quantity (H)	Per Unit Cost (I)	Estimated Cost J=(H*I)	Bid Security K=(J/100*2)
No.	<ul> <li>FABRICATION OF VEHICLES FOLDING SEAT <ul> <li>One folding seat at front side of rear cabin, will be provided.</li> <li>Two Folding seats Covered with best quality artificial leather/fabric at the left side of vehicle and front end of the working table will be provided.</li> </ul> </li> <li>WORKING TABLE WITH STOOL <ul> <li>Working table having SS top with two drawers will be provided at right side of vehicle.</li> <li>Foam contents will be provided in drawers for glassware</li> <li>1 Stool will be provided with working table.</li> <li>One cabinet will be provided underneath the working table.</li> <li>Sink (switch operated) with underneath water storage will be provided on left side of working table.</li> <li>One clean water and one grey water tank Approx. 8-10 Liters each will be provided in cabinet under the working table in the vehicle.</li> </ul> </li> <li>ELECTRICAL SYSTEM <ul> <li>There will be 220V and 12V multi-socket / electrical outlet installed at the lab section and examination section to operate equipment.</li> </ul> </li> </ul>	• •		Cost J=(H*I)	•
	<ul> <li>LIGHTING</li> <li>Sufficient interior lightning will be provided.</li> <li>All Ceiling and cabin lights are LED</li> <li>Additional lights will be provided on working table.</li> </ul>				

Total Bid Security (PKR)	200,000/-
Total Estimated Cost with Taxes (PKR)	10,000,000/-
<ul> <li>FLOORING <ul> <li>Made of water and termite proof half inch thick ply-wood.</li> <li>The floor would be covered with flexible, non-slip, non-standing, waterproof and washable special Vinyl.</li> <li>This vinyl is at least 2mm thick and single piece covers the complete floor.</li> <li>All gaps and holes are sealed with silicon. Special hard points are made for installation of seats, table etc.</li> </ul> </li> </ul>	
<ul> <li>Main bar light yellow/yellow</li> <li>2FT</li> </ul>	
• Outside flood lights (3) 50watt	

#### Notes:

- **1-** Evaluation formulated by the Procuring Agency shall be acceptable during whole executing period and supply shall be ensured as per approved sample and design in the procurement criteria.
- 2- Prices of aforementioned Items must be filled on "proforma of financial proposal" and all pages should be duly signed and stamped.
- **3-** Proper required technical specification(s) and brand of all aforementioned Items must be quoted on proforma of Technical Proposal as well as on original letterhead of Bidder, failing which shall lead to disqualification.
- **4-** The quantities given in the Bidding Documents are estimated. The Procuring Agency is not bound to procure all Items as mentioned in the Bidding Documents.

#### Bidder Signature and Stamp

## 5. PROFORMA OF FINANCIAL PROPOSAL FABRICATION OF VEHICLES

	V EIIICLES			
FIRM	I INFORMATION:			
Name	e of Firm:		N.T.N:	
Posta	al/Temporarily Address:			
Perm	anent Address:			
Phon	e No.:	GST/	PST REG. No:	
Sr. No.	Name of Equipment	Estimated Quantity (L)	Per Unit Bid Price inclusive of all Taxes (M)	Total Cost with Taxes N=(L*M)
1.	<ul> <li>FABRICATION OF VEHICLES FOLDING SEAT <ul> <li>One folding seat at front side of rear cabin, will be provided.</li> <li>Two Folding seats Covered with best quality artificial leather/ fabric at the left side of vehicle and front end of the working table will be provided.</li> </ul> </li> <li>WORKING TABLE WITH STOOL <ul> <li>Working table having SS top with two drawers will be provided at right side of vehicle.</li> <li>Foam contents will be provided in drawers for glassware</li> <li>1 Stool will be provided with working table.</li> <li>One cabinet will be provided underneath the working table.</li> <li>Sink (switch operated) with underneath water storage will be provided on left side of working table.</li> <li>One clean water and one grey water tank Approx. 8-10</li> </ul> </li> </ul>	10		

Liters each will be provided in	
cabinet under the working	
table in the vehicle.	
ELECTRICAL SYSTEM	
• There will be 220V and 12V	
multi-socket / electrical outlet	
installed at the lab section	
and examination section to	
operate equipment.	
operate equipment.	
LIGHTING	
Sufficient interior lightning	
will be provided.	
<ul> <li>All Ceiling and cabin lights are</li> </ul>	
LED	
• Additional lights will be	
provided on working table.	
• Outside flood lights (3) 50watt	
• Main bar light yellow/yellow	
2FT	
FLOORING	
• Made of water and termite	
proof half inch thick ply-wood.	
• The floor would be covered	
with flexible, non-slip, non-	
standing, waterproof and	
washable special Vinyl.	
• This vinyl is at least 2mm	
thick and single piece covers	
the complete floor.	
All gaps and holes are sealed with	
silicon. Special hard points are made	
for installation of seats, table etc.	

#### NOTE:

- Rate must be quoted on this proforma otherwise Bid shall not be entertained.
- Specifications of all aforementioned Items are same.

Bidder Signature and Stamp

## **6. TECHNICAL REQUIREMENTS**

#### 6.1 General:

- 6.1.1 Any Bid not received as per terms and conditions of the tender enquiry is liable to be rejected and also no Bid shall be considered if:
- 6.1.1.1 The Bid is not prepared and submitted as per instructions given in the Bidding Documents.
- 6.1.1.2 Received without detailed technical literature, in original, from the manufacturer, where applicable.
- 6.1.1.3 Received without verifiable office addresses, Telephone No., E-mail addresses of the Bidder as well as the manufacturer.
- 6.1.1.4 Received without the proofs for availability of company trained certified engineer for installation, commissioning and after sale services of quoted equipment/machine.
- 6.1.1.5 The Bid is ambiguous, if determined by the Procurement Committee.
- 6.1.1.6 Items should be brand new and by original manufacturers. Provision of verifiable office addresses, telephone numbers and E-mail addresses of original manufacturers will be mandatory.
- 6.1.1.7 Bid must be supported with comprehensive technical literature in original and containing complete details of the manufacturer (i.e., official addresses, official website, telephone numbers, E-mail addresses of sales and customer support etc.). Ambiguous documents/photocopies/unauthorized computer prints shall not be accepted. Provision of specifications in original (English) for the materials/goods offered will be mandatory. Bid is liable to be disqualified if relevant literature/specifications are not attached with the Bid.
- 6.1.1.8 Only manufacturers/authorized distributors for the supply of Items are eligible to participate.
- 6.1.1.9 For quoted items, the Bidder must submit the authorization letter/certificate with Bid that may be checked later on and verified from the issuing company. [Where applicable]
- 6.1.1.10 Origin and manufacturing of the equipment shall be either USA, Europe, UK, Japan or Canada.
- 6.1.1.11 At the time of delivery, import document will be checked (as and where applicable).

- 6.1.1.12 In addition to quoted Item any other integral accessory/component (if required for complete functioning) must be mentioned and quoted as an optional Item.
- 6.1.1.13 Installation of Items including training of operation and maintenance procedures should be included in the package.

#### 6.2 Delivery Period:

6.2.1 Delivery period will be as per Purchase Order.

#### 6.3 Preparation of Technical Proposal:

6.3.1 Bids should be in the form of a single folder in properly bound form. Preferably various sections of the Bid should be marked using colored separators or other appropriate means. Following points may be kept in mind while preparing Technical Proposal:

a.	Make & Type of quoted items	Provide detail of Items, brands, country of origin with complete specification being offered on company letter head (duly signed and stamped beneath by the Bidder).		
b.	Brief Profile of the Firm	Mention Company Introduction, Type of Business, Offices & Services in Pakistan, Professional Staff (Administrative & Technical), Verifiable Office addresses, Telephone & Cell No., E- mail address for Contacts.		
с.	Details of Experience	Provide list of contracts in-hand/ performed by the bidder so far, clearly mentioning for each contract, the name of organization, complete address, year of contract, contract value, date of contract award and date of contract completion.		
d.	Reliability of quoted Brand & Country of Origin.	Provide supported documents like original brochures/technical literature depicting detailed specifications as well as complete contact details of the manufacturer i.e., Verifiable Office addresses, Telephone No., E-mail address for contacts.		
e.	Bidder's corporate Status	Whether the Bidder firm is: Manufacturer / Authorized Distributors <b>Note</b> : Provide certificate/letter issued from manufacturer.		
f.	Technical Resources & Services Support	Details of Bidder's ability / facility available for provision, installation, upgrading, training and after sales services.		
g.	Warranty/Guara ntee	The Bidder shall offer 01-year warranty along with free of cost part replacement and after sale services. Warranty period will start from the date of installation.		
h.	Consignment completion period	Bidder should specify the completion period from the date of issuance of Purchase / Work Order.		

#### NOTE:

<sup>•</sup> Import documents shall be verified at the time of delivery of items (where applicable).

## **7. FIRM PROFILE**

Sr. No.	Descriptions	Details
1.	Firm Name	
2.	Postal Address	
3.	Permanent Address	
4.	Nature of Business	
5.	Owner's Name	
6.	CNIC	
7.	Mobile Number	
8.	Valid NTN Number	
9.	CDR Number	
10.	CDR Date	
11.	Bid security (Yes/No)	
12.	Bid Fee (Yes/No)	

**Note: Ensure that** all details are attached and the columns of details are filled according to above mentioned sequence.

Bidder Signature and Stamp

## **8. BID SUBMISSION FORM**

To,

Director General Punjab Food Authority 83-C New Muslim Town, Lahore

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged and affirmed, the undersigned, offer to render [Project Title \_\_\_\_\_] 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 proforma of Financial Proposal attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, we ensure to provide the Items in accordance with the delivery schedule.

If our Bid is accepted, we shall obtain the guarantee of a bank/CDR in a sum equivalent to 10% percent of the Purchase Order price for the due performance of the Contract. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening or as required by Procuring Agency under relevant clause of the Bid validity, and it shall remain binding upon us and shall be accepted at any time before the expiration of that period.

We further affirm that all the information/documents attached with the Bidding Documents are genuine/original/true copies and no document/information is fabricated or bogus.

In any case of doubt and at any stage of procurement process or thereafter for the verification purpose the Procuring Agency has right to seek the clarification from the undersigned and call any document / record to authenticate/verification of the submitted documents from undersigned or any institution.

We understand and no objection that Procuring Agency is not bound to accept the lowest or any received bid and may cancel the process at any time.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_.

[Signature]	[In the capacity of]
Duly authorized to	sign Bid for and on behalf

## 9. UNDERTAKING

#### FOR NON-DISCLOSURE OF INFORMATION

1. With Procuring reference to Items required by Agency for it is hereby asseverated and acknowledged that the confidential/sensitive or any other restricted information provided/acquired by Procuring Agency during the period of our contract period shall be solely used for the intended purpose only. The undersigned Bidders/Contractor shall be under obligation not to share any confidential data or such data/information prohibited by Procuring Agency with any person/kinsman during or after the completion/cancellation of the tender.

- 2. If there is a requirement for sharing of any information/data etc., related to procuring Agency with any other person, authority, department, entity or public or private institution, company etc., the undersigned Bidders/Contractor shall not share any information/data without prior permission from the competent authority of Procuring Agency, for such purpose.
- 3. In case of any breach related to non-disclosure of data, undersigned Bidders/Contractor shall be bound to accept the responsibility and to pay any damages/loss determined by Procuring Agency or any other penalty imposed by Procuring Agency. Moreover, Procuring Agency reserves the right to initiate any legal proceedings against the undersigned before the court of competent jurisdiction and in such case the undersigned shall bear all the expenditures borne by the Procuring Agency in relation to the court proceedings.
- 4. The above undertaking is correct and true to the best of my knowledge and belief. We have read and understood the above contents and accepted/signed the same without any duress, undue influence or pressure, coercion and with my free consent.

Name\_\_\_\_\_ Signatu

Signature \_\_\_\_\_

## **10. DOCUMENT CHECKLIST**

Bidder should provide these and other documents if mention in the Bidding Documents:

SR.	DOCUMENTS REQUIRED	ATTACHED
1.	Bidding Documents Fee	
2.	Proforma of Technical Proposal	
3.	Valid Income Tax Registration Number (Status Active with FBR)	
4.	Valid GST/PST Registration Number (Status Active) 100% Compliance	
5.	Submission of undertaking on valid and attested E-stamp Paper of Rs. 200.	
6.	Professional Tax Certificate 2023-24 Must be With Challan Form	
7.	Years of establishment (From Registration date of NTN)	
8.	Income Tax Returns	
9.	Proof of Relevant Experience	
10.	Bank statement from 01-01-2023 to 31-12-2023	
11.	Proof of General Experience	
12.	Human Resource (CVs along with CNICs)	
13.	Bid Security (Original) attached with Technical Proposal	
14.	Signed and stamped Bidding Documents and all attachment documents	
15.	Undertaking for Non-Disclosure of Information	
16.	Bid Submission Form	
17.	Firm Detail Form	
18.	Performance Guarantee Form	
19.	Financial Proposal Form	

**Note:** This checklist is made only for the use of Bidder to check/ confirm its documents attachment, which is not the part of the Bidding Documents. In case of any conflict between check list and Bidding Documents the words or figures/ statement given in Bidding Documents shall prevail.



#### No. DG(PFA)/AD(P)/2024/\_\_\_\_ OFFICE OF DIRECTOR GENERAL PUNJAB FOOD AUTHORITY 83-C, New Muslim Town, Lahore.

Dated:

To,

#### M/S Contractor Name, Contractor Postal Address.

#### Subject: **SUPPLY ORDER**

With reference to the technical and financial Bid opening of (ADP Scheme 2023-24) under the guidelines of PPRA rule-38(2), being a lowest evaluated Bidder, your Bid for the supply of below-mentioned Item(s) has been accepted by Procuring Agency with the below-mentioned terms and conditions:

Sr.#	Description of Items.	QTY	Contractor Name	
			Rate	Total
1.				
2.				
3.				
4.				
5.				
6.				
7.	TOTAL WITH ALL APPLICABLE TAXES			

#### Terms & Conditions:

- You are hereby directed to deliver the aforementioned Items(s) within \_\_\_\_\_ days from the issuance of purchase order as per specification.
- You are directed to please coordinate with the official/officer to conduct the acceptance tests with in the stipulated delivery period.

- The stamp duty @ 0.25% of the Purchase Order price will be deposited by you within \_\_\_\_\_ days of the issuance of Purchase Order.
- In case of any delay, late delivery charges @ 0.067% of the total cost of the relevant Purchase Order shall be levied every day beyond the stipulated time of delivery, subject to maximum 10% of the cost of relevant Purchase Order.
- Any deviation from the specification shall be deemed as violation of Bidding Documents and you'll be bound to replace the delivered Items as per specification.
- The rates accepted are inclusive of all taxes and duties payable by the contractor as per law.
- Income tax/PST/GST will be deducted at source as per rule applicable.
- Payment will be made upon provision of delivery challan and inspection carried out by the concerned or nominated officer.

#### ASSISTANT DIRECTOR (PROCUREMENT) PUNJAB FOOD AUTHORITY

#### **C.C**:

- 1. ADG (Admin & Finance), Punjab Food Authority.
- 2. Deputy Director (Admin), Punjab Food Authority.
- 3. PA to Worthy Director General, Punjab Food Authority.
- 4. Store Keeper, Punjab Food Authority, Lahore.
- 5. Office Copy.

To,

Director General Punjab Food Authority 83-C New Muslim Town, Lahore

WHEREAS [name of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Purchase Order No. [Reference number of the Purchase Order\_\_\_\_] dated \_\_\_\_\_\_ 20\_\_\_\_ to supply [description of Items] (hereinafter called the "Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a bank guarantee by a schedule bank for the sum specified in Performance Guarantee clause, as security for compliance with the Contractor's performance obligations in accordance with the Contract.

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

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, for the sum of PKR (in figures\_\_\_\_) (inwards\_\_\_\_) and undertake to pay to the you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand.

This guarantee is valid until the \_\_\_\_\_ day of \_\_\_\_\_20\_\_\_\_.

## SIGNATURE AND SEAL OF GUARANTORS

Name: \_\_\_\_\_ CNIC: \_\_\_\_\_

Designation: \_\_\_\_\_ Date: \_\_\_\_\_

Signature/Seal: \_\_\_\_\_