

PRE-QUALIFICATION FOR MEDICAL & LABORATORY EQUIPMENT FOR FINANCIAL YEAR 2025-26



BIDDING DOCUMENTS

Bid Opening Date 27-08-2025
Bid Receive Time 11:00 AM
Bid Opening Time 12:25 PM

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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 Pre-Qualification 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 shall be evaluated in accordance with the prescribed technical 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.

Chapter 1 : 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 across all districts of Punjab, 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 (www.ppra.punjab.gov.pk) E-procurement (<https://punjab.eprocure.gov.pk>) Portal, Procuring Agency’s (www.pfa.gop.pk) websites and also advertised in print media. The **Bidding** Documents can be downloaded free of cost, from the PPRA’s (www.ppra.punjab.gov.pk) website, Procuring Agency’s (www.pfa.gop.pk) website and E-procurement (<https://punjab.eprocure.gov.pk>) Portal.

The Bids must be uploaded on E-Procurement Portal on or before 27th August, 2025 till 11:00 A.M. Bids shall be opened by the Evaluation Committee on the same day at 12:25 PM in the Committee Room, Punjab Food Authority (Headquarter), in the presence of Bidders or their authorized representatives having valid authority letters.

All Bids shall be prepared as per the requirements of the Bidding Documents. Interested Bidders are required to submit Security in the form of a Demand Draft / Pay Order / Call Deposit having amount PKR. 200,000/-, in favor of the “Director General, Punjab Food Authority Lahore”, before closing date and time of Bids uploading.

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

Chapter 2 : INSTRUCTIONS TO BIDDERS

2.1 Definitions:

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

- 2.1.1 “Agreement” means the pre-qualification agreement to be entered into between the Procuring Agency and the Contractor for the procurement of Items;
- 2.1.2 “Bid” means the proposal submitted by a Bidder in response to the Bidding Documents on E-Procurement Portal;
- 2.1.3 “Bid Evaluation Criteria” means the criteria specified in clause 3.1, for the evaluation of Bids;
- 2.1.4 “Bidder” means a person who has submitted a Bid in response to the Bidding Documents;
- 2.1.5 “Bidding Documents” means these bidding documents (including the prequalified Agreement) issued by the Procuring Agency for the procurement of Items;
- 2.1.6 “Contractor” means the successful bidder(s), with whom the agreement is executed;
- 2.1.7 “Day” means a calendar day;
- 2.1.8 “Effective Date” has the meaning given to it in the Agreement;
- 2.1.9 “E-Procurement Portal” E-procurement Portal or E-pads means the process of purchasing goods or services using electronic methods, typically over the internet. PPRA notify that E-procurement is mandatory for all public offices, attached departments, autonomous bodies, companies and authorities from 01-07-2024;
- 2.1.10 “Evaluation Committee” means a committee constituted by the Procuring Agency to evaluate Bids in accordance with the requirements of the Bidding Documents and PPR;
- 2.1.11 “Force Majeure” has the meaning given to it in the Agreement;
- 2.1.12 “Instructions to Bidders” means the instructions to bidders set out in clause 1 of the Bidding Documents;
- 2.1.13 “Items” means goods (including any relevant services) to be procured by the Procuring Agency;
- 2.1.14 “PPRA” means Punjab Procurement Regulatory Authority;
- 2.1.15 “PPR” means Punjab Procurement Rules 2014 amended up till date;

- 2.1.16 “Pre-Qualified Bidder” means Bidder who, in the opinion of the Evaluation Committee, fulfills the Bid Evaluation Criteria, as per the requirements specified therein;
- 2.1.17 “Procuring Agency” means the Punjab Food Authority, constituted under section 3 of the Punjab Food Authority Act, 2011 (as amended from time to time); and
- 2.1.18 “RFP” means the request for proposal document may be issued by Procuring Agency to Pre-Qualified Bidders or advertised on E-Procurement Portal from time to time (as per requirement) for seeking Bid price of Items mentioned in RFP;
- 2.1.19 “Security” means Pre-qualification security/guarantee submitted by a Bidder in the form of Demand Draft / Pay Order / Call Deposit Receipt, with Bid to secure the obligations of the Bidder; and
- 2.1.20 “Term” means the period commencing from the Effective Date and expiring on the last day or termination of the Agreement;

2.2 Bid Scope

- 2.2.1 The scope of this tender is to procure, supply, install, and commission various **laboratory equipment, accessories, consumables, and chemicals** required for food safety and quality testing operations. The successful bidder(s) will be responsible for delivering the items in accordance with the specifications provided in the tender document. The procurement shall include, but not be limited to, the following:
- a. **Analytical Instrument Parts & Accessories** – including lamps, columns, detectors, pumps, and other consumables compatible with Agilent Atomic Absorption Spectrophotometer (AAS), High-Performance Liquid Chromatography (HPLC) systems, and related equipment.
 - b. **Sample Preparation Equipment** – digestion vessels, filtration assemblies, pipettes, and related glassware and plasticware.
 - c. **Microbiology Laboratory Supplies** – petri dishes, culture media, testing kits, and sterilization accessories.
 - d. **Calibration & Quality Control Materials** – standards and consumables to ensure compliance with testing protocols and accuracy of results.
 - e. **Installation & Training** – on-site installation of equipment where applicable, along with operational training for designated personnel.
 - f. **After-Sales Support** – provision of warranty, technical assistance, and maintenance support for the supplied items.

- 2.2.2 Bids shall comprise complete information in the Bids corresponding with the Bid Evaluation Criteria.

2.3 Eligible Bidders

- 2.3.1 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.).
- 2.3.2 A Bidder must:
- 2.3.2.1 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);
 - 2.3.2.2 provide professional tax certificate-2025-26 with challan form;
 - 2.3.2.3 Only bidders who are not presently blacklisted or debarred by the Authority (PPRA) or the Procuring Agency (PFA) are eligible to participate.
 - 2.3.2.4 conform to the requirements specified in clause 3.1 (Bid Evaluation Criteria).

Note: Verifiable documentary proof for all above requirements is a mandatory requirement, non-compliance of which shall lead to disqualification of Bidder.

2.4 Eligible Goods and Services

- 2.4.1 All goods and related services to be supplied under the Agreement shall have their origin in eligible source countries, and all expenditures made under the Agreement will be limited to such goods and related services.
- 2.4.2 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.
- 2.4.3 The origin of goods and services is distinct from the nationality of the Bidder. In any case, the requirements of rules 10 & 26 of PPR-14, shall be followed.

2.5 Joint Venture

- 2.5.1 Joint venture is not eligible for this Bid.

Bidding Documents

2.6 Content of Bidding Documents

- 2.6.1 The goods required, Bidding procedures, and Agreement terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include.

- (a) Invitation to Bids
 - (b) Instructions to Bidders (ITB)
 - (c) Forms
 - (d) Document Checklist
 - (e) Pre-Qualification Agreement
- 2.6.2 The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.
- 2.6.3 In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in, said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.
- 2.6.4 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 or portal of E-PADs. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.7 Clarification of Bidding Documents

- 2.7.1 A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing on E-PADs portal. 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. 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.
- 2.7.2 A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in electronic form that provides record of the content of communication.
- 2.7.3 The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in electronic form to any request for clarification provided that such request is received not later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in above in clause 2.7.1.
- 2.7.4 Copies of the Procuring Agency's response will be uploaded on E-PADs portal, including a description of the inquiry, but without identifying its source.

- 2.7.5 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 clause (Amendment of Bidding Documents).
- 2.7.6 If pre-bid meeting is required, 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 relevant clause. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Bid Evaluation Criteria or any other aspects of the Bidding Documents.
- 2.7.7 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 E-PADs portal. 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 clause (Amendment of Bidding Documents). Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

2.8 Amendment of Bidding Documents

- 2.8.1 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 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 as the case may be.
- 2.8.2 The Procuring Agency shall notify the amendment(s) in writing to the prospective Bidders as per PPR. All amendment(s) shall be part of the Bidding Documents and binding on the Bidder(s).
- 2.8.3 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.

Preparation & submission of Bids

2.9 Language of Bid

- 2.9.1 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.

2.10 Documents Establishing Bidder's Eligibility and Qualification

- 2.10.1 In respect to clause 2.3 (Eligible Bidders), the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.
- 2.10.2 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 clause 2.3.

2.11 Security

- 2.11.1 The Bidder shall furnish, as part of its Bid, a Security in the amount specified PKR. 200,000 in favor of Director General, Punjab Food Authority.
- 2.11.2 The Security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the Security's forfeiture.
- 2.11.3 The Security shall be in Pakistan Rupees and shall be in form of Bank call-deposit (CDR), Demand Draft (DD), or Pay Order (PO) valid for 30 Days, beyond the validity of Bid.
- 2.11.4 Security of the Pre-Qualified Bidders shall be retained by the Procuring Agency for complete financial year.
- 2.11.5 Unsuccessful Bidders' Security will be discharged or returned as promptly as possible but not later than 30 days after fulfilment of all codal formalities.
- 2.11.6 The Security may be forfeited:
 - 2.11.6.1 If the Bidder withdraws its Bid during the period of financial year.
 - 2.11.6.2 If Bidder fails to sign the Agreement.
 - 2.11.6.3 If Pre-Qualified Bidder not response against any RFP.

Note: If any Bidder submits fake, forged, or fabricated Security, the Procuring Agency reserves the right to initiate a blacklisting process or criminal proceedings under the provisions of the Pakistan Penal Code 1860. This is in accordance with the PPRA circular regarding blacklisting upon fake or forged documents dated 20-03-2024.

2.12 Responsibility of Bidder

- 2.12.1 It shall be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever, shall be entertained by the Procuring Agency.
- 2.12.2 It must clearly be understood that the terms and conditions and specifications are intended to be strictly enforced.
- 2.12.3 Bidders shall enclose brochure as well as catalogues/leaflets/literature and other technical documentary proof (if any).
- 2.12.4 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.
- 2.12.5 Bidders' authorized representative must have authorization letter otherwise shall not be allowed to participate in Bid opening meeting.

2.13 Deadline for submission of Bid

- 2.13.1 Bids must be uploaded on E-PADs portal no later than the time and date specified in Invitation to Bid.
- 2.13.2 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.

2.14 Withdrawal of the Bid

- 2.14.1 A Bidder may, modify or withdraw the Bid on E-Procurement Portal after submission of the Bid, prior to the deadline for submission of the Bids.
- 2.14.2 A Bid, withdrawn or modified 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 Security.

Opening and Evaluation of Bids

2.15 Opening of the Bid by the Procuring Agency

- 2.15.1 Bids shall be opened at 12:25 PM on the last date of submission of Bids in the presence of Evaluation Committee and the Bidders shall ensure presence of themselves or their authorized representatives as per provision of rule-30 of PPR.

- 2.15.2 The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.
- 2.15.3 Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents. Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.
- 2.15.4 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.

2.16 Confidentiality

- 2.16.1 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.
- 2.16.2 Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid.

2.17 Clarification of the Bid

Under rule-33 of PPR:

- 2.17.1 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. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.
- 2.17.2 Any request for clarification in the Bid, made by the Procuring Agency and its response, shall invariably be in writing.
- 2.17.3 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;

- 2.17.4 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.

2.18 Examination of Terms and conditions (Technical Evaluation)

- 2.18.1 The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified, have been accepted by the Bidder without any material deviation or reservation.
- 2.18.2 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.

2.19 Contacting the Procuring Agency

- 2.19.1 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.
- 2.19.2 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.
- 2.19.3 Pre-Qualified Bidder shall be intimated accordingly, and the disqualified / non-responsive Bidder may collect its Security subject to submitting an application to Procuring Agency with the contents that it is satisfied with the results announced by Procuring Agency and it has no obligation with respect to the bidding process conducted pursuant to the Bidding Documents.

2.20 Grievance Redressal

- 2.20.1 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 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.
- 2.20.2 Any Bidder/party 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 rules 33 & 34, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.
- 2.20.3 Any Bidder/party feeling aggrieved can file its written complaint not later than ten (10) days after the announcement of the final evaluation report against the eligibility parameters.
- 2.20.4 The GRC shall investigate and decide upon the complaint within fifteen (15) days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

Award of Contract

2.21 Notification of Award

- 2.21.1 After published final evaluation report, the Procuring Agency will notify the successful Bidder in writing by letter or by email to be confirmed in writing by letter, that its Bid has been accepted.
- 2.21.2 The notification of award will constitute the formation of the Agreement.

2.22 Signing of Agreement

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

2.23 Procuring Agency's Right to Accept or Reject All Bids

- 2.23.1 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.
- 2.23.2 The Bidders shall be promptly informed about the rejection of the Bids, if any.
- 2.23.3 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.

2.24 Re-Bidding

- 2.24.1 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 evaluation criteria or any other condition for Bidders.

2.25 Corrupt or Fraudulent Practices

- 2.25.1 The Procuring Agency Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.
- 2.25.2 "Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:
 - i. *"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:*

- ii. *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;*
- iii. *Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
- iv. *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.”*

2.26 Blacklisting & Debarment

2.26.1 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.

2.26.2 Requirements & Procedure for Blacklisting & Debarment as per S-17A of PPRA Act, 2009, which is as follows:

- i. *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:*
- ii. *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.*
- iii. *Any person, aggrieved from a decision of a procuring agency, may within prescribed period prefer a representation before the Managing Director.*
- iv. *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.*

2.26.3 As per rule 21 Blacklisting of PPR-14:

- v. *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.
- vi. 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.
- vii. 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.
- viii. 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.
- ix. 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.
- x. 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.

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."*

Chapter 3 : BID EVALUATION CRITERIA

3.1 BID EVALUATION CRITERIA

Estimated Amount in PKR = 230,223,000/-

BID EVALUATION CRITERIA MEDICAL & LABORATORY EQUIPMENT (ALL DOCUMENTS ARE REQUIRED)		
Sr.	Description	Marks (To be filled in by the Procuring Agency)

1.	Valid Income Tax Registration Number (Status Active with FBR)	Mandatory
2.	Valid GST/PST Registration Number (Status Active) 100% Compliance	Mandatory
3.	Only bidders who are not presently blacklisted or debarred by the Authority (PPRA) or the Procuring Agency (PFA) are eligible to participate.	Mandatory
4.	Professional Tax Certificate 2025-26, shall be With Challan Form. Note: without challan form, Professional Tax Certificate shall not be accepted.	Mandatory
5.	One similar assignments / Supplies, not less than the amount of Rs. 20 Million. (accumulative amount of work orders shall not be accepted)	Mandatory
6.	Income Tax Returns for Last 3 years "01-07-2022 to 30-06-2025"	Maximum 10 Marks 3 Marks of F.Y 22-23 3 Marks for F.Y 23-24 4 Marks for F.Y 24-25
7.	Years of establishment (From Registration date of NTN)	Maximum 15 Marks 3 Marks for each year
8.	Relevant Experience: Sale or supply of related items, equipment, or goods to any Government Department, Autonomous Body, or Private Sector entity registered with the relevant forum over the last three (03) years. (Provide signed supply order with values otherwise work order shall be considered non-responsive.)	Maximum 40 Marks 0.5 Mark for sale of One Million PKR
9.	Financial Worth: (Bank Balance/Credit Limit) Bank Statement from 01-07-2024 to 30-06-2025. (Account Maintenance letter required) Note: If total Bank Balance /Credit Limit up-to 30-06-2025 is equal to or more than Estimated cost, full marks shall be awarded. Otherwise, the marks shall be awarded as: $\text{Marks} = \frac{\text{Closing Balance or Credit Limit}}{\text{Estimated Cost}} * 30$	Maximum 30 Marks
10.	Human Resources: Provide a list of employees as per proforma provided herein, including the following details for each: Name, Designation, Contact Number, Educational Qualification, and copies of CNICs. Note: Verification of employees may be conducted at the time of technical evaluation. In case of any discrepancies, legal action will be taken as per PPRA rules.	Maximum 5 Marks 0.5 Mark for each employee

Notes:

1. A Bidder obtaining 70% marks in Bid Evaluation Criteria shall be considered as Pre-Qualified Bidder. Bidders obtaining less than 70% marks shall be considered as non-responsive.
2. A Bidder shall provide complete set of requisite information and documents as required in terms of the Bidding Documents along with the Bid, otherwise the Bid shall be rejected.
3. It is also mandatory to submit all forms enclosed with this document. Otherwise Bid may be rejected.

Acknowledgement:

1. A Bidder shall provide an acknowledgement and confirmation that:

- (a) the aforementioned criteria are 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**

3.2 VENDOR BID EVALUATION SELF-CHECK FORM

(Must be filled, signed, and stamped by the bidder. Attach this as a cover sheet of your bid documents)

Sr.	Criteria Description	Document Attached? (Yes/No)	Page No. in Bid File
Mandatory Documents			
1	Valid Income Tax Registration (FBR Active Status)		
2	Valid GST/PST Registration (100% Compliance)		
3	Not blacklisted or debarred by PPRA or PFA		
4	Professional Tax Certificate 2025-26 with Challan Form		
4	One similar assignments / Supplies, not less than the amount of Rs. 20 Million. (accumulative amount of work orders shall not be accepted)		
Marks Criteria			
5	Income Tax Return for FY 2022–2023		
6	Income Tax Return for FY 2023–2024		
7	Income Tax Return for FY 2024–2025		
8	NTN Registration Date (from Year of Establishment)		
9	Relevant Work Orders (with value) – Govt/Private Sector (Last 3 Years)		
11	Account Maintenance Certificate from Bank		
12	Bank Statement from 01-07-2024 to 30-06-2025		
13	List of Employees with CNICs, Qualifications, etc.		

NOTE:

It is mandatory for all bidders to fill out this proforma accurately, mentioning the page numbers where each supporting document is placed in the bid. Failure to attach this duly filled form or omission of required documents may lead to rejection of the bid as non-responsive, in accordance with the Bid Evaluation Criteria.

Bidder's Acknowledgement:

We confirm that all required documents mentioned above are attached in our bid, and the page numbers indicated are correct. We understand that misrepresentation or absence of required documentation may disqualify our bid.

Bidder Signature and Stamp

Chapter 4 : FORMS

4.1 FIRM PROFILE

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

4.2 BID SUBMISSION FORM

On Firm Letter head

To,

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

We, the undersigned, apply to be prequalified for the referenced Bidding Documents and declare in accordance with relevant provisions of this Bidding Documents, the following;

- a) We have examined and have no reservations to the Bidding Documents, including addends no(s) ---issued.
- b) We understand that at the time of bidding, we, for any part of the Agreement resulting from this Bidding process, shall not have any conflict of interest
- c) We, for any part of the Agreement resulting from this Bidding process, have not been declared ineligible/blacklisted by the Government of Pakistan/Government of Punjab etc. Including the Procuring Agency.
- d) We, for any part of the Agreement resulting from this Bidding process, comply with the standard Anticorruption policy of Government of the Punjab have not been declared ineligible any court of law or Governmental body of the world due to corrupt/fraudulent/collusive/coercive practices.
- e) We understand that you may cancel the Bidding process at any time and that you are not bound either to accept any Bid that you may receive or to invite the Pre-Qualified Bidder to Bid for the Agreement subject to this Bidding process, without incurring any liability to the Bidder.
- f) We agree to permit the Procuring Agency or its representative to inspect our accounts and records and other documents relating to the Bid for Bidding process and to have them audited by auditors appointed by the Procuring Agency.
- g) All of the forms accompanying the Bid have duly been signed by the undersigned and stamped.
- h) We adhering that in case if it is found that any information or document submitted by us is bogus, fabricated, and illegal or we acted in a manner that falls with the definition of fraudulent practice or deteriorated to the public interest or good practice the Procuring Agency has the right to blacklist our firm.

Dated this _____ day of _____ 20_____.

[Signature]

[In the capacity of]

Duly authorized to sign Bid for and on behalf _____

4.3 UNDERTAKING
FOR NON-DISCLOSURE OF INFORMATION
On Firm Letter head

1. With reference to Items required by Procuring 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/termination of the Agreement.
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_____ Signature _____

4.4 HUMAN RESOURCES DETAILS FORM

All bidders are required to submit this form on their official letterhead. Please provide the following details of all employees proposed under this bid. Attach copies of CNICs and relevant educational documents.

Sr.	Name	Designation	Contact Number	Educational Qualification	CNIC Attached (Yes/No)
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					

Note: Verification of employees may be conducted at the time of technical evaluation. In case of any discrepancies, legal action will be taken as per PPRA rules.

We certify that the information provided above is accurate and complete.

Bidder Signature and Stamp

4.5 DOCUMENT CHECKLIST

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

SR.	DOCUMENTS REQUIRED	ATTACHED
1.	Valid Income Tax Registration Number (Status Active with FBR)	
2.	Valid GST/PST Registration Number (Status Active) 100% Compliance	
3.	Only bidders who are not presently blacklisted or debarred by the Authority (PPRA) or the Procuring Agency (PFA) are eligible to participate.	
4.	Professional Tax Certificate 2025-26 shall be With Challan Form	
5.	One similar assignments / Supplies, not less than the amount of Rs. 20 Million. (accumulative amount of work orders shall not be accepted)	
6.	Income tax returns	
7.	Years of establishment (From Registration date of NTN)	
8.	Proof of Relevant Experience	
9.	Bank statement from 01-07-2024 to 30-06-2025	
10.	Human Resource Form	
11.	Security (Original)	
12.	Firm Detail Form	
13.	Bid Submission Form	
14.	Undertaking for Non-Disclosure of Information	

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.

CHAPTER 5 PRE-QUALIFICATION AGREEMENT

Annexure A – Pre-Qualification Agreement

BETWEEN

PUNJAB FOOD AUTHORITY

- and -

[THE CONTRACTOR]

RELATING TO
MEDICAL & LABORATORY EQUIPMENT

DATED [●]

Important Note; this draft is only a template which shall be reviewed, reformatted accordingly, at the time of signing of the contract in accordance with the requirements of the Procuring Agency.
This Agreement shall be made on Stamp paper of having amount PKR 1200/-

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THIS AGREEMENT is made on [●], at Lahore, Pakistan.

BETWEEN:

- (1) **PUNJAB FOOD AUTHORITY**, a statutory body constituted pursuant to section 3 of the Punjab Food Authority Act, 2011, with its office located at 83-C, New Muslim Town, Lahore, Punjab, Pakistan (“**Procuring Agency**” which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in interest, administrators and permitted assigns); and
- (2) **[INSERT NAME OF CONTRACTOR]**, **[insert description of contractor (company, partnership etc.)]** established under the Laws of Pakistan having place of business located at [●] (the “**Contractor**” which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors in interest, administrators and permitted assigns).

RECITALS:

- A. The Procuring Agency invited proposals from interested parties for the Pre-Qualification of bidders.
- B. The Contractor was selected as the pre-qualified bidder for the Provision of Medical & Laboratory Equipment in terms of the RFP and issued the letter of Pre-Qualification dated **[INSERT DATE]** by the Procuring Agency.
- C. In accordance with the requirements of the RFP, the Parties are entering into this Agreement.
- D. This Agreement sets out detailed terms and conditions on which the Contractor will supply on demand of the Procuring Agency.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS AND INTERPRETATION

1.1 Definitions

- 1.1.1 Except where the context requires otherwise, the capitalized terms used in this Agreement (including the recitals) shall have the following meanings:

“**Agreement**” means this pre-qualification Agreement and all appendices hereto;

“**Authority**” means the Punjab Public Procurement Regulatory Authority, established under the PPRA Act;

“**Bid**” means proposal submitted by the Contractor in response to the RFP;

“**Contractor**” has the meaning given to it in the preamble;

“**Corrupt Practice**” has the meaning given to it in PPRA Act;

“Effective Date” means the date on which the Parties have signed this Agreement;

“Force Majeure Event” means any event beyond the reasonable control of a Party and which by the exercise of diligence and reasonable care could not be overcome by the affected Party such as strikes, lock-outs or other industrial disturbances (other than strikes by the staff of the Contractor), acts of war, wars whether declared or not, terrorism, blockades, insurrection, riots, landslides, earthquakes, storms, lightning, floods, civil disturbances, explosions or other acts of nature;

“Law” means all federal, provincial and local laws of Pakistan, and all orders, rules, regulations, executive orders, statutory regulatory orders, decrees, judicial decisions, notifications, or other similar directives issued by a competent authority in Pakistan, as any of them may be amended, substituted, replaced or re-promulgated from time to time;

“Parties” means collectively the Procuring Agency and the Contractor, and **“Party”** means any of them;

“PPRA Act” means the Punjab Procurement Regulatory Authority Act, 2009 (including any amendments, modifications or any re-enactment thereof);

“PPR” means the Punjab Procurement Rules, 2014 framed under the PPRA Act (including any amendments, modifications or any re-enactment thereof);

“Procuring Agency” has the meaning given to it in the preamble;

“RFP” means the request for proposals document issued on [●] (as amended, varied or supplemented) issued by the Procuring Agency in terms of the PPR read with the PPRA Act;

“Term” means the period commencing from the Effective Date to 30th June of 2026;

1.2 Interpretation

1.2.1 In this Agreement, except where the context requires otherwise:

- (a) words indicating one gender include all genders;
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular;
- (c) provisions including the word “agree”, “agreed” or “agreement” require the agreement to be recorded in writing;
- (d) “written” or “in writing” means hand-written, type-written, printed or electronically made, and resulting in a permanent record;
- (e) references to clauses and appendices are, unless the context otherwise requires,

- references to clauses or appendices to this Agreement;
- (f) a reference to any legislation or legislative provision includes any statutory modification, amendment, or re-enactment of or legislative provision substituted for, and any subordinate legislation under that legislation or legislative provision;
 - (g) unless otherwise provided herein, whenever a consent or approval is required by one Party from the other Party, such consent or approval shall not be unreasonably withheld or delayed;
 - (h) except as provided in clause 7.4 (*Confidentiality*), nothing shall be construed or interpreted as limiting, diminishing or prejudicing in any way the rights of the Procuring Agency to claim any benefit provided under applicable Laws (whether in effect at the Signing Date or in the future);
 - (i) headings shall not be taken into consideration in the interpretation of this Agreement;
 - (j) the words “including”, “includes” and any variants of those words will be read as if followed by the words “without limitation”;
 - (k) any reference to a party includes its respective successors in interest and permitted assigns, from time to time; and
 - (l) a reference to business day(s) hereunder will be construed as a reference to a day on which banks are open for business in Punjab, Pakistan.

2. THE PROCURING AGENCY

2.1 Instructions

- 2.1.1 During the Term, the Procuring Agency may issue to the Contractor, from time to time, such instructions as it deems fit to ensure the Contractor performs its obligations under this Agreement. Each such instruction shall be issued in writing and shall be binding on the Contractor.

2.2 Procuring Agency’s Representative

- 2.2.1 The Procuring Agency shall designate one or more persons as its representative to act on its behalf under this Agreement and to perform such functions as may be delegated to it by Procuring Agency.
- 2.2.2 Unless and until the Procuring Agency notifies the Contractor otherwise, the Procuring Agency’s representative shall be deemed to have the full authority of the Procuring Agency under this Agreement, except in respect of clause 4 or any right to amend this Agreement.
- 2.2.3 If the Procuring Agency wishes to replace any person appointed as its representative, the Procuring Agency shall give the Contractor not less than 3 days’ notice of the replacement’s name, address, duties and authority, and of the date of appointment.

3. THE CONTRACTOR

3.1 Contractor's General Obligations

- 3.1.1 The Contractor hereby covenants with the Procuring Agency that it shall:
- (a) bound to submit Bid for each Request for Proposal (RFP) uploaded on Procuring Agency website, E-Procurement Portal or dispatched at their addresses within timeline specified in RFP.
 - (b) ensure that all consents, orders, authorizations, waivers, approvals and any other actions, or registrations, declarations or filings with, any person, board or body, public or private, that are required to be obtained by the Contractor in connection with the execution, delivery or performance of this Agreement will be obtained as and when required under the applicable laws (including Laws);
 - (c) comply with all other obligations set out in this Agreement.
- 3.1.2 Any data or information received by the Contractor, from the Procuring Agency, its representative or the Inspection Committee or any approval or certification given to the Contractor from the Procuring Agency, shall not relieve the Contractor from its responsibility for delivery of Item, as per the Specifications.

3.2 Contractor's Representative

- 3.2.1 The Contractor shall appoint one or more persons as its representative, to act on behalf of the Contractor under this Agreement, having all authority necessary to act on the Contractor's behalf under this Agreement.
- 3.2.2 The Contractor shall not, without the prior consent of the Procuring Agency, revoke the appointment of its representative or appoint a replacement
- 3.2.3 The Contractor's representative may, with prior notice to the Procuring Agency, delegate any powers, functions and authority to any competent person, and may at any time revoke the delegation.
- 3.2.4 The appointment of a representative by the Contractor shall not relieve the Contractor of its obligations under this Agreement.

3.3 Unforeseeable Difficulties

- 3.3.1 Except as otherwise stated in this Agreement:
- (d) the Contractor shall be deemed to have obtained all necessary information as to potential risks, contingencies and other circumstances which may influence or affect its obligations under this Agreement; and
 - (e) by signing this Agreement, the Contractor accepts total responsibility and

risk for having foreseen all difficulties and for performing its obligations under this Agreement.

3.4 Contractor's acknowledgements and undertakings

3.4.1 The Contractor acknowledges and confirms that:

- (a) it has investigated, evaluated and considered all factors in accordance with this Agreement, and no claim whatsoever, including claims regarding extension of timeline, shall be entertained by the Procuring Agency.

3.5 Contractor's Representations and Warranties

3.5.1 The Contractor represents and warrants to the Procuring Agency that:

- (a) it has all requisite power and authority to conduct its business and to execute, to deliver and to perform its obligations under this Agreement;
- (b) there are no proceedings pending, or to the best of its knowledge, threatened for the liquidation or bankruptcy of the Contractor or that could materially adversely affect the performance by the Contractor of its obligations under this Agreement;
- (c) this Agreement has been duly authorised, executed and delivered by it and constitutes its legal, valid and binding obligation;
- (d) the execution and delivery of, and performance of its obligations under this Agreement by the Contractor does not and, will not constitute a violation of any statute, judgment, order, decree or regulation or rule of any court, governmental authority or arbitrator of competent jurisdiction applicable or relating to it, its assets or its businesses; and
- (e) it has adequate expertise and personnel to comply with its obligations under this Agreement.

4. TERMINATION AND BLACKLISTING

4.1 Termination for Default

4.1.1 The Procuring Agency, without prejudice to any other remedy for breach of contract under Law, by written notice to the Contractor, may terminate this Agreement:

- (a) if the Contractor fails to perform any other obligation(s) under this Agreement;
- (b) any material litigation is commenced against the Contractor which materially impacts its performance of this Agreement;
- (c) if the Contractor, in the judgment of the Procuring Agency, has engaged in Corrupt Practices.

- 4.1.2 As soon as practicable after issuance of a notice of termination under clause 4.1.1, the Procuring Agency shall determine whether any sums are due and payable to the Contractor in terms of this Agreement, for the obligations which the Procuring Agency considers have been completed in accordance with this Agreement. After deducting amounts representing any losses, damages and extra costs that may have been incurred by the Procuring Agency, the Procuring Agency shall pay any balance due to the Contractor.

4.2 Termination for Insolvency

- 4.2.1 The Procuring Agency may at any time terminate this Agreement by giving written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Contractor, 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.

4.3 Termination for Convenience

- 4.3.1 The Procuring Agency may at its absolute discretion and at any time, terminate this Agreement for convenience by giving at least 15 days' notice to the Contractor, whereupon this Agreement shall terminate on the date of termination specified therein.

4.4 Blacklisting Mechanism

- 4.4.1 The Procuring Agency may, in terms of the PPR read with PPRA Act, for a specified period, debar the Contractor from participating in any public procurement, if the Procuring Agency determines that the Contractor has:
- (a) acted in a manner detrimental to the public interest or good practices;
 - (b) consistently failed to perform its obligation under this Agreement; or
 - (c) indulged in any Corrupt Practice.
 - (d) its Security, Bid Security or Performance Guarantee not get verified from concern bank.
 - (e) if submit fake, forged or fabricated documents.
- 4.4.2 If Procuring Agency debars a Contractor, the Procuring Agency:
- (a) shall forward the decision to the Authority for publication on its website; and
 - (b) may request the Authority to debar the Contractor for procurement of all "*procuring agencies*" as defined in the PPRA Act.

- 4.4.3 The Procuring Agency may also initiate criminal proceedings under the provisions of Pakistan Penal Code 1860 as per PPRA circular regarding blacklisting upon fake, forged or fabricated documents dated: 20-03-2024.

5. FORCE MAJEURE

- 5.1** If either Party considers that a Force Majeure Event has occurred which may affect performance of its obligations under this Agreement, 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.
- 5.2** Provided a notice has been duly given by the affected Party in accordance with clause 5.1, then 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 or be deemed to be in breach of this Agreement, to the extent that such failure or delay is caused by a Force Majeure Event.
- 5.3** The affected Party shall give notice to the other Party when it ceases to be affected by the Force Majeure Event.
- 5.4** The 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 under this Agreement 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.
- 5.5** In case of occurrence of a Force Majeure Event, provided that the Contractor is in compliance with its other obligations under the Agreement, the Contractor, in the sole determination of the Procuring Agency:
- (a) shall not be liable for any failure or delay in performing its obligations under or pursuant to this Agreement during the existence of such Force Majeure Event; and
 - (b) shall be entitled to an extension to any timelines under this Agreement, provided, that (i) in no event shall the Term be extended and (ii) no relief, including without limitation the extension relevant timelines, shall be granted to the Contractor to the extent that such failure or delay would have nevertheless been experienced by the Contractor had the Force Majeure Event not occurred or that such failure or delay was caused by the failure of the Contractor to comply with its obligations under this Agreement.
- 5.6** 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 termination of this Agreement which shall take effect 30 days after the giving of the notice.

6. DISPUTE RESOLUTION

6.1 Amicable Settlement

- 6.1.1 The Parties agree to attempt to resolve any dispute arising under this Agreement promptly, amicably and in good faith. Each Party shall designate a representative who shall be entitled to enter into discussions to resolve by amicable agreement any dispute in connection with this Agreement.

6.2 Arbitration

- 6.2.1 Any dispute arising out of or in connection with this Agreement that has not been resolved amicably in accordance with clause 6.1.1, shall be settled by arbitration in accordance with the Arbitration Act, 1940 (as amended, supplemented or modified), by Secretary Price Control and Commodities Management Department, Government of Punjab.
- 6.2.2 The arbitration proceedings, and the award shall be rendered in the English language.
- 6.2.3 The arbitration shall be conducted in Lahore, Pakistan. Except as awarded by Secretary Price Control and Commodities Management Department, Government of Punjab, each Party shall be responsible for its own costs incurred by it in connection with an arbitration hereunder.
- 6.2.4 The decision of Secretary Price Control and Commodities Management Department, Government of Punjab shall be final and binding upon the Parties. Judgment upon the award rendered by Secretary Price Control and Commodities Management Department, Government of Punjab, may be entered in any court of competent jurisdiction. The Party in whose favor the award is given may enforce such award or judgment in any jurisdiction, including any jurisdiction where the other Party's assets may be located.

6.3 Performance to Continue During Dispute

- 6.3.1 Notwithstanding any reference of a dispute to the amicable settlement or arbitration herein, the Parties shall (to the extent practicable) continue to perform their respective obligations under this Agreement unless they otherwise agree.

7. MISCELLANEOUS

7.1 Communications

- 7.1.1 Except as expressly provided in this Agreement, every certificate, notice, instruction, direction, order, consent or decision to be given under this Agreement shall be given in writing to the respective addressee at the corresponding address specified below (or such other address and / or addressee as the Parties may notify to each other) in writing upon 07 days advance notice and shall be effective when received) and shall be deemed effective as follows:

- (a) if delivered personally, upon delivery;

- (b) if sent by post, upon certified receipt;
- (c) if sent by a courier service, upon receipt;
- (d) if sent by e-mail, upon a returned receipt.

7.1.2 If to Contractor:

Address: [●]
Tel.: [●]
Email: [●]
Attention:[●]

If to Procuring Agency:

Address: [●]
Tel.: [●]
Email: [●]
Attention:[●]

7.2 Law and Language

- 7.2.1 This Agreement shall be governed by and construed in accordance with the laws of Pakistan.
- 7.2.2 If there are versions of any part of this Agreement which are written in more than one language, the English language version shall prevail.
- 7.2.3 The language for all communications, documents, equipment interface and signage to be provided or required under this Agreement shall be English. The Contractor shall not be entitled to an extension of time, or to any costs incurred in each case for arranging English language translations for any communications, documents, equipment interface and signage to be provided or required under this Agreement.

7.3 Assignment

- 7.3.1 The Contractor shall not be entitled to assign, either in whole or in part, any of its rights and obligations under this Agreement to any party without the prior written consent of the Procuring Agency.

7.4 Confidentiality

- 7.4.1 The Contractor shall hold (and shall procure that its representatives shall hold) in confidence all documents and other information whether technical or commercial supplied to it by or on behalf of the Procuring Agency and all information and documents obtained by it in the course of any inspection performed in accordance with the terms of this Agreement, and shall not, save

as required by Law, publish or otherwise disclose or use the same for its own purposes otherwise than as may be required to perform its obligations under this Agreement.

7.4.2 The provisions set out in clause 7.4.1 shall not apply to:

- (a) any information in the public domain otherwise than by breach of this Agreement;
- (b) information in the possession of the Contractor before divulgence as aforesaid, and which was not obtained under any obligation of confidentiality; and
- (c) information obtained from a third party who is free to divulge the same, and which is not obtained under any obligation of confidentiality.

7.5 Compliance with Laws

7.5.1 The Contractor shall, in performing its obligations under this Agreement, comply with all applicable Laws. Unless otherwise stated in this Agreement (including the Specifications):

- (a) the Contractor shall bear costs of stamp duties and similar charges (if any) imposed by laws in Pakistan in connection with entry into this Agreement;
- (b) the Contractor shall obtain and maintain all necessary consents and approvals as may be required for performing its obligations under this Agreement; and
- (c) any fines imposed upon or other penalties incurred by the Contractor for non-compliance with the applicable laws (including Laws) or other actions taken pursuant thereto (including in relation to any consents and approvals) shall not be reimbursed by the Procuring Agency but shall be the sole responsibility of the Contractor.

7.6 No Liability for Review

7.6.1 No review, non-objection, approval or acceptance by the Procuring Agency (or the Inspection Committee) of any agreement, document or instrument proposed by the Contractor shall relieve the Contractor from any liability that it would otherwise have had in the preparation of such agreement, document, instrument, or failure to comply with applicable laws (including Laws) or to satisfy its obligations under this Agreement, except as otherwise specified in this Agreement. The Procuring Agency (or the Inspection Committee) is not liable to the Contractor or any other person by reason of its review, non-objection, approval or acceptance of any agreement, document or instrument, except as otherwise specified in this Agreement.

7.7 No Waiver

- 7.7.1 No waiver by either Party of any default or defaults by the other Party in the performance of any of the provisions of this Agreement:
- (a) shall operate or be construed as a waiver of any other or further default or defaults whether of a like or different character; or
 - (b) shall be effective unless in writing duly executed by a duly authorised representative of such Party; or
 - (c) the waiver of any breach or failure to enforce any of the terms, covenants or conditions of this Agreement shall not in any way affect, limit, modify or waive the future enforcement of such terms, covenants or conditions.
- 7.7.2 Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement, nor time or other indulgence granted by one Party to the other shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

7.8 Relationship of the Parties

- 7.8.1 This Agreement shall not be interpreted or construed to create an association, joint venture, or partnership between the Parties or to impose any partnership obligation or liability upon either Party. Neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

7.9 Survival

- 7.9.1 Cancellation, expiration or earlier termination of this Agreement shall not relieve the Parties of obligations that by their nature should survive such cancellation, expiration or termination, including, without limitation, warranties, remedies, promises of indemnity and confidentiality.

7.10 Affirmation

- 7.10.1 The Contractor declares and affirms that it has not paid nor has it undertaken to pay and that it shall in the future not pay any bribe, pay-offs, kick-backs or unlawful commission and that it has not in any other way or manner paid any sums, whether in Pakistani currency or foreign currency and whether in Pakistan or abroad, or in any other manner given or offered to give any gifts and presents in Pakistan or abroad to any person or company to procure this Agreement, and the Contractor undertakes not to engage in any of the said or similar acts during the term of and relative to this Agreement.

7.11 Priority of Documents

- 7.11.1 The documents forming this Agreement are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents

shall be in accordance with the following sequence:

- (a) this Agreement (other than the appendices);
- (b) the Specifications;
- (c) the appendices (other than those mentioned above);
- (d) the Bid; and
- (e) any other documents forming part of this Agreement.

7.12 Agreement Modification

- 7.12.1 No oral or written modification of this Agreement, either, before or after its execution, shall be of any force or effect unless such modification is in writing and signed by the Parties.

7.13 Severability

- 7.13.1 In the event of any part of this Agreement being ineffective, such part shall be deemed to be severed and the validity of the remaining portion shall not be affected, provided such ineffectiveness is without prejudice to the essence of this Agreement. Notwithstanding, the provisions of the preceding sentence, should any term or provision of this Agreement be found to be invalid by any relevant authority having jurisdiction thereof, the Procuring Agency shall immediately take such steps as it may deem necessary to eliminate such invalidity.

7.14 Limitation of Liability

- 7.14.1 No Party shall be liable to the other in contract, tort, warranty, strict liability, or any other legal theory for any indirect, consequential, incidental, punitive, or exemplary damages, except as expressly provided herein.

7.15 Indemnity

- 7.15.1 The Contractor shall indemnify and hold harmless the Procuring Agency, its representatives and the Inspection Committee, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of any loss or bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of this Agreement by the Contractor or its representatives.

SIGNATURE PAGES

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

PUNJAB FOOD AUTHORITY

Signature

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Name (block capitals)

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Witness signature

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Witness name (block capitals)

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Witness signature

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Witness name (block capitals)

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CONTRACTOR NAME

Signature

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Name (block capitals)

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Witness signature

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Witness name (block capitals)

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Witness signature

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Witness name (block capitals)

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