

Tender Document

Punjab Forensic Science Agency (PFSA)

SUPPLY OF BATTERIES FOR UPS OF PFSA

FSA-439-R



Punjab Forensic Science Agency (PFSA)

Home Department, Government of the Punjab

Head Office: PFSA Thokar Niaz Baig, Multan Road, Lahore. Pakistan

Tel: +92 42 37840007

Fax: +92 42 99232761

Email: info.pfsa@punjab.gov.pk

Web: www.pfsa.gop.pk

Table of Contents

Important Note:.....	4
Invitation to Bid	4
Bidding Details (Instruction to Bidders).....	5
TERMS AND CONDITIONS OF THE TENDER	6
Definitions.....	6
Headings and Titles.....	7
Notice.....	7
Tender Scope	7
Tender Eligibility	7
Tender Cost.....	7
Consortium.....	7
Examination of the Tender Document	8
Clarification of the Tender Document	8
Amendment of the Tender Document.....	8
Preparation / Submission of Tender.....	8
Tender Price	10
Tender Security	10
Bid / Proposal Validity.....	10
Modification / Withdrawal of the Tender	10
Opening of the Tender	11
Clarification of the Tender.....	11
Determination of Responsiveness of the Bid (Tender).....	11
Correction of errors / Amendment of Tender	13
Rejection / Acceptance of the Tender.....	13
Acceptance Letter (Letter of Intent)	14
Payment.....	14
Price... ..	14
Stamp Papers for the contract Signing.....	14
Contract Amendment.....	14
Assignment / Subcontract	14
Extensions in time for performance of obligations under the Contract.....	14
Liquidated Damages	15
Blacklisting	15
Termination for Default	15
Termination for Insolvency.....	15
Termination for Convenience	15
Force Majeure	15
Dispute Resolution.....	16
Statutes and Regulations	16

Contract Cost 16
The Client..... 16
Authorized Representative..... 16
Waiver..... 17
Performance Security..... 17
TERMS & CONDITIONS OF THE CONTRACT 18

Important Note:

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidences for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny. It is intimated that no objection shall be entertained regarding the terms and conditions of the Bidding Document at the later stages during tender process.

Applicability of Punjab Procurement Rules, 2014

This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project

Invitation to Bid

2.1 PPRA Rules to be followed

Punjab Procurement Rules 2014 will be strictly followed. These may be obtained from PPRA's website:

<http://ppra.punjab.gov.pk/PublicPages/prorules1.aspx>

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules 2014.

2.2 Mode of Advertisement(s)

As per Rule 12(1), this Tender is being placed online at PPRA's website, as well as being advertised in print media.

All prospective bidders are required to enclose photo copy of DD/P.O. of Rs. 2000/- in favor of **“Director General, Punjab Forensic Science Agency”** with the bids, OR Original Receipt of Tender Purchased, **else wise the bid will stand rejected.**

2.3 Type of Open Competitive Bidding

As per Rule 38, 2(a), Single Stage - Two Envelope Procedure shall be followed. This is as follows:

- i. The bid shall comprise of a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
- ii. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
- iii. Initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
- iv. The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- v. The Purchaser shall evaluate the technical proposal in a manner prescribed in Section 7, 13 and Annexure-A of this document, without reference to the price and reject any proposal which does not conform to the specified requirements as listed in said Sections.
- vi. During the technical evaluation no amendments in the technical proposal shall be permitted;
- vii. The financial proposals of technically qualified bidders shall be opened publicly at a time, date and venue announced and communicated to the bidders in advance;
- viii. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted and qualified bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders.

In accordance with these rules, interested companies (hereinafter referred to as “Bidders”) applying for bids should submit two separate **bids/envelopes for Financial Proposal and Technical Proposal.**

2.4 Bidding Details (Instruction to Bidders)

All bids must be accompanied by a call deposit equivalent PKR (CDR) of **02% of estimated price (3,264,690/-) in favor of “Director General, Punjab Forensic Science Agency, Lahore”**. The bids along with CDR, Tender Forms, Affidavits, etc., must be delivered into the Tender Box, placed at reception of Punjab Forensic Science Agency, Lahore on or **before 1100 hrs no later than 17.05.2023**. The Technical bids will be publicly opened in the Punjab Forensic Science Agency, Head Office: PFSA Thokar Niaz Baig, Multan Road, Lahore **at 11:30 hours** on the last date of submission of bids.

Queries of the Bidders (if any) for seeking clarifications regarding the specifications must be received in writing to the Purchaser within five working days from the date of Tender advertisement. Any query received after five working days shall not be entertained. All queries shall be responded to within due time. PFSA may host a Q&A session, if required, at PFSA premises (Punjab Forensic Science Agency, Head Office: PFSA Thokar Niaz Baig, Multan Road, Lahore). All Bidders shall be informed of the date and time in advance.

The bidder must submit bids on the basis of complete Tender. Failure to meet this condition will cause disqualification of the bidder. The bidder shall submit bids which comply with the Bidding Document. Alternative bids will not be considered. The attention of bidders is drawn to the provisions of Clause on **“Determination of Responsiveness of Bid”** regarding the rejection of Bids, which are not substantially responsive to the requirements of the Bidding Document.

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

Primary Contact

Assistant Director (B&M),
Punjab Forensic Science Agency
Lahore

Secondary Contact

Procurement Section
Punjab Forensic Science Agency
Lahore

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing (e-mail) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

Bidders are also required to state, in their proposals, the name, title, 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.

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

As authority competent to accept the tender, the Purchaser reserves the right to cancel the tender, accept or reject one or all bids without assigning any reason thereof.

Failure to supply required items within the specified time period will invoke penalty as specified in this document. In addition to that, Bid Security amount will be forfeited and the company will not be allowed to participate in future tenders as well.

TERMS AND CONDITIONS OF THE TENDER

Definitions

- 3.1 In this document, unless there is anything repugnant in the subject or context:
- 3.2 "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.
- 3.3 "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- 3.4 "Client" means the Project lead of technical wing of the Purchaser for whose' particular project the Goods have been procured or any other person, duly appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.
- 3.5 "Bidder/Tenderer" means the Firm/Company/Supplier/Distributers that may provide or provides the same hardware/equipment, etc and related to any of the public sector organization under the contract and have registered for the relevant business thereof.
- 3.6 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
- 3.7 "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 3.8 "Contractor" means the person whose Tender has been accepted and awarded letter of Intent followed by the Contract by the Purchaser.
- 3.9 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.10 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods in question.
- 3.11 "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 3.12 "Day" means calendar day.
- 3.13 "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, defects and damage in Goods provided, under the Contract.
- 3.14 "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 3.15 "Goods" means equipment, machinery, and/or other materials which the Contractor is required to supply to the Purchaser under the Contract.
- 3.16 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 3.17 "Prescribed" means prescribed in the Tender Document.
- 3.18 "Purchaser" means the Punjab Forensic Science Agency (PFSA), or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.
- 3.19 "Origin" shall be considered to be the place where the Goods are produced or from where the Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods is distinct from the nationality of the Contractor.
- 3.20 "Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor,

in accordance with the Contract.

3.21 "Works" means work to be done by the Contractor under the Contract.

Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

Notice

5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:

5.1.1 in writing;

5.1.2 issued within reasonable time;

5.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and

5.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

Tender Scope

6.1 Punjab Forensic Science Agency (PFSA), (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders") for the **Supply of Batteries for UPS of PFSA** (herein after referred to as "the Goods")

Tender Eligibility

7.1 Eligible Tenderer is a Tenderer who is an authorized service provider by the principal.

7.1.1 has a registered office in Pakistan;

7.1.2 has required relevant experience

7.1.3 is manufacturer of Goods or authorized dealer / agent of original manufacturer of Goods.

7.1.4 Conforms to the clause of "Responsiveness of Bid" given herein this tender document.

7.1.7 Goods can only be supplied / sources / routed from "origin" in "eligible" member countries.

a. "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

b. "origin" shall be considered to be the place where the Goods are produced or are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

Tender Cost

The Tenderer shall bear all costs / expenses associated with the preparation and submission of the Tender(s) including off-loading charges and the Purchaser shall in no case be responsible / liable for those costs / expenses.

Consortium

Bids submitted by a consortium of two companies or partners (maximum) shall comply with the following requirements:

I. Consortium/Local partner shall have credibility and shall provide references in financial strengths.

II. The Bid, and in case of successful Bid, the Contract form, shall be signed by all so as to be legally binding on all the partners.

III. One of the partners shall be authorized to be lead partner; and this authority shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners.

IV. The partner Lead Partner shall be authorized to incur liabilities, receive payments and receive instructions for and on behalf of any or all partners of the consortium.

V. A copy of the agreement entered into by the consortium partners shall be submitted with the Bid

Examination of the Tender Document

The Tenderer is expected to examine the Tender Document, including all instructions and terms and conditions.

Clarification of the Tender Document

The prospective bidders may solicit clarification of the Tender Document, within 05 working days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders.

Amendment of the Tender Document

- 12.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder, amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder.
- 12.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers.
- 12.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender, in which case all rights and obligations of the Purchaser and the Tenderers previously subject to the deadline shall thereafter be subject to the deadline as extended.

Preparation / Submission of Tender

- 13.1 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 13.2 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, photocopies may be submitted.
- 13.3 The Tender shall be in two parts i.e. the technical proposal and the financial proposal. Each proposal shall be in two sets i.e. the original and the copy. In the event of any discrepancy between the original and the duplicate, the original shall govern.
- 13.4 The Technical Proposal shall comprise the following, **without quoting the price:**
- 13.5 Technical Proposal Form (Annexure-B) & Copy of Bid Security
- 13.5.1 Affidavit and Undertaking (All terms & conditions and qualifications listed anywhere in the RFP have been satisfactorily vetted) (Annexure-G)
- 13.5.2 Covering letter duly signed and stamped by authorized representative. (Annexure-E)
- 13.5.3 Authorized Certificate / document from the principle / manufacturer.
- 13.5.4 Evidence of eligibility of the Tenderer and the Goods
- 13.5.5 Evidence of conformity of the Goods to the Tender Document
- 13.5.6 Undertaking that the quoted Goods are genuine, brand new, non- refurbished, un-altered in any way, of the most recent / current model, imported through proper channel, and incorporate all recent improvements in design and materials
- 13.5.7 Technical Brochures / Literature
- 13.5.8 The Contractor's financial capacity to mobilize and sustain the Supply of Items. In the Proposal, the Bidder is required to provide information on its financial status. This requirement can be met by submission of one of the following: (1) financial statements for the last One (01) Financial years (01-07-2021 to 30-06-2022),
- 13.5.9 The statement must be signed by the authorized representative of the Bidder
- 13.5.10 Valid Registration Certificate for Income Tax & Sales Tax
- 13.5.11 Power of Attorney, if an authorized representative is appointed (Annexure-F)
- 13.6 **The Financial Proposal shall comprise the following:**

- 13.6.1 Financial Proposal Form (Annexure-C)
- 13.6.2 Price Schedule (Annexure-D)
- 13.6.3 Tender Security (equivalent PKR **02% of the estimated amount in shape of Pay Order/CDR/Banker Cheque**) (Annexure- H)
- 13.7 The Tenderer shall seal the Original Technical Proposal in an envelope duly marked as under:
Original Technical Tender for
Tender Name. [Number of Tender]
[Name of the Purchaser]
[Address of the Purchaser]
[Name of the Tenderer]
[Address of the Tenderer]
[Phone No. of the Tenderer]
- 13.8 The Tenderer shall seal the Duplicate Technical Tender in an envelope duly marked as under:
Duplicate Technical Proposal for
Tender Name. [Name of Tender]
[Name of the Purchaser]
[Address of the Purchaser]
[Name of the Tenderer]
[Address of the Tenderer]
[Phone No. of the Tenderer]
- 13.9 The Tenderer shall follow the same process for the Financial Tender.
- 13.10 The Tenderer shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:
Original Tender for
Tender Name. [Name of Tender]
Strictly Confidential
Open on [Last Date of submission of the Tender]
[Name of the Purchaser]
[Address of the Purchaser]
[Name of the Tenderer]
[Address of the Tenderer]
[Phone No. of the Tenderer]
- 13.11 The Tenderer shall again seal the sealed envelopes of Duplicate Technical Proposal and the Duplicate Financial Proposal in an outer envelope, duly marking the envelope as under:
Duplicate Tender for
Tender Name. [Name of Tender]
Strictly Confidential
Open on [Last Date of submission of the Tender]
[Name of the Purchaser]
[Address of the Purchaser]
[Name of the Tenderer]

[Address of the Tenderer]

[Phone No. of the Tenderer]

- 13.12 The Tenderer shall enclose soft copies of the Technical Proposal and the Financial Proposals, including all Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc., in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies.
- 13.13 The Tender shall be mailed to reach and dropped in the Tender Box placed at the Reception of the Purchaser's office, during office hours, up to due date and time.
- 13.14 This is made obligatory to affix authorized signatures with official seal on all original and duplicate (copies) documents, annexure, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer. Noncompliance with the same will cause the rejection of bid at the time of opening.

Tender Price

- 14.1 The quoted price shall be:
- 14.1.1 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
- 14.1.2 on delivery at PFSA Site based including all charges;
- 14.1.3 in Pak Rupees
- 14.1.4 on delivery at PFSA Site
- 14.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 14.3 Where no prices are entered against any item(s), the price of that item shall be deemed to have been distributed among the prices of other items, and no separate payment shall be made for that item(s).
- 14.4 In case of Contract of imported Equipment/Services offered Ex-Warehouse/Off-the-Shelf from within the Purchaser's country, import duties and sales and other taxes already paid shall be shown separately.

Tender Security

- 15.1 The Tenderer shall furnish the Tender Security as under:
- 15.2 As part of financial bid envelope, failing which will cause rejection of bid.
- 15.2.1 for a sum equivalent to PKR 2% of the estimated Price;
- 15.2.2 Pay Order/CDR/Banker Cheque denominated in Pak Rupees;
- 15.3 The proceeds of the Tender Security shall be payable to the Purchaser, on the occurrence of any / all of the following conditions:
- 15.3.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
- 15.3.2 If the Tenderer does not accept the corrections of his Total Tender Price; or

Bid / Proposal Validity

The Bid/Proposal shall have a minimum validity period of 120 days from the last date for submission of the Tender. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the bid/proposal, the validity period of the Tender security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Tender security.

Modification / Withdrawal of the Tender

- 17.1 The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.

- 17.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Tender Security.

Opening of the Tender

- 18.1 Tenders shall be opened, at the given place, time and date, in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation.
- 18.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 18.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location. Non-compliance will cause the rejection of respective bidder.

Clarification of the Tender

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Tenderer(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sold discretion of the purchaser

Determination of Responsiveness of the Bid (Tender)

- 20.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
- 20.1.1 meets the eligibility criteria for the Tenderer / the Goods / the Services;
 - 20.1.2 meets the Technical Specifications for the Goods / the Services;
 - 20.1.3 meets the delivery period / point for the Goods / the Services;
 - 20.1.4 offers fixed price quotations for the Goods / the Services;
 - 20.1.5 is accompanied by the required Tender Security as part of financial bid envelope;
 - 20.1.6 The original document /receipt of tender fee submitted, attached with technical bid envelope;
 - 20.1.7 is otherwise complete and generally in order;
 - 20.1.8 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- 20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

20.4 PARAMETERS OF TECHNICAL EVALUATION CRITERIA

The Firm/Company securing less than 70% marks will be disqualified

-Total Marks: **100**

=**Qualification Marks 70 (70%) + Mandatory**

Category	Description	Points		Compliance/ Points
Legal (Mandatory)	Income Tax Registration	Mandatory		
	Valid General Sales Tax Registration	Mandatory		
	Sealed Duplicate Bids (Technical + Financial)	Mandatory		
	Professional Tax Certificate for the year 2022-23	Mandatory		
	Undertaking that the firm is not blacklisted and involved in litigation with Government	Mandatory		
Technical Compliance	Conformance to the technical compliance sheet	Mandatory		
Financial strength	Annual Bank Statement (Last Financial Year) 01.07.2021 to 30.06.2022 (Max. Points 40)	1-3 Million (Credit Transactions)	20 Points	
		3-5 million (Credit Transactions)	30 Points	
		5+ million (Credit Transactions)	40 Points	
P.O / W.O	Work / Purchase Orders against quoted products (Minimum P.O Amount is Rs. 200,000/- (Max. Points 20)	5-6	10 Points	
		7-10	15 Points	
		10+	20 Points	
Country of Origin of Principal Manufacturer	Country of Origin	Max (30 Points)	30-USA 20-EU/Japan 10-China Region	
Office Location	Office in Lahore	Max (10 Points)	10 Points	

Correction of errors / Amendment of Tender

- 21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
 - 21.1.1 if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
 - 21.1.2 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.
 - 21.1.3 if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.
- 21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 21.4 The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the terms and conditions of the Contract / Technical Specifications, shall be added to the corrected Tender Price for comparison purposes only. No credit shall be given for offering delivery period earlier than the specified period.
- 21.5 The Tenderer shall state the Tender Price for the payment terms outlined in the Conditions of Contract which will be considered for the evaluation of the Tender. The Tenderer may state alternate payment terms and indicate the reduction in the Tender price offered for such alternative payment terms. The Purchaser may consider the alternative payment terms offered by the Tenderer.
- 21.6 The Tenderers may offer discounts for items which shall be taken into account in the evaluation of the Tenders so as to determine the Tender offering the lowest evaluated cost for the Purchaser in deciding award(s) for whole tender.

Rejection / Acceptance of the Tender

- 22.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions,
- 22.2 Accept a Tender reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of Contract, without assigning any reason or any obligation to inform the Tenderer of the grounds for the Purchaser's action, and without thereby incurring any liability to the Tenderer and the decision of the Purchaser shall be final.
- 22.3 The Tender shall be rejected if it is:
 - 22.3.1 Substantially non-responsive; or
 - 22.3.2 Submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
 - 22.3.3 Incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or
 - 22.3.4 Subjected to interlineations / cuttings / corrections / erasures / overwriting; or
 - 22.3.5 The Tenderer refuses to accept the corrected Total Tender Price; or
 - 22.3.6 The Tenderer has conflict of interest with the Purchaser; or
 - 22.3.7 The Tenderer tries to influence the Tender evaluation / Contract award; or
 - 22.3.8 The Tenderer engages in corrupt or fraudulent practices in competing for the Contract award.
- 22.4 There is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 22.5 The Tenderer submits any financial conditions as part of its bid which are not in conformity

with tender document.

Acceptance Letter (Letter of Intent)

The Purchaser shall, send the Acceptance Letter (Letter of Intent) to the successful Tenderer, prior to the expiry of the validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

Payment

▪ PAYMENT SCHEDULE:

DESCRIPTION	PAYMENT
On delivery of all ordered items at PFSA and inspection / completion report sign-off by the relevant sections	100% of total cost

- The Contractor shall submit an Application for Payment, in the prescribed form, to the Client. The Application for Payment shall: be accompanied by such invoices, receipts or other documentary evidence as the Client may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods supplied, the Services provided and the Works done, up to the date of the Application for Payment and subsequent to the period covered by the last preceding Certificate of Payment, if any.

Price

The Contractor shall not charge prices for the Goods supplied, the Services provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

Stamp Papers for the contract Signing

As per Section 22(A)(b) of Schedule –I, Stamp Act 1899 read with Finance Act 1995(Act-IV of 1995) Government of the Punjab, The Contractor shall provide ‘stamp papers/Stamp Duty’ worth of 0.25% of the total contract/Purchase Order Value for the signing of Contract to the PFSA.

Contract Amendment

- The Purchaser may, at any time, by written notice served on the Contractor, alter, amend, omit, increase, decrease or otherwise change the nature, quality, quantity and scope, of all / any of the Goods / the Services / the Works, in whole or in part.
- The Contractor shall, within ten working days of receipt of such notice, submit a cost estimate and execution schedule of the proposed change (hereinafter referred to as the Change), to the Purchaser.
- The Contractor shall not execute the Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client.
- The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.
- No variation in or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

Assignment / Subcontract

- The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent.
- The Contractor shall guarantee that any and all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

Extensions in time for performance of obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser with a copy to the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor with a copy to the Client, extend the Contractor's time

for performance of its obligations under the Contract.

Liquidated Damages

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @1% of the Contract Price which is attributable to such part of the Goods / the Services / the Works as cannot, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, 10% of the Contract Price.

Blacklisting

- If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector.
- If the Contractor is found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders in public sector.

Termination for Default

- If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.
- If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems appropriate, Goods / Services / Works, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Goods / Services / Works. However, the Contractor shall continue performance of the Contract to the extent not terminated.

Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

Termination for Convenience

- The Purchaser may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.
- The Goods and the Services which are complete or to be completed by the Contractor, within thirty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Goods, the Purchaser may elect:
 - to have any portion thereof completed and delivered; and/or
 - to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods, Services, Works and materials / parts previously supplied by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

Force Majeure

- The Contractor shall not be liable for liquidated damages, blacklisting for future tenders,

termination for default, if and to the extent his failure / delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.

- If a Force Majeure situation arises, the Contractor shall, by written notice served on the Purchaser with a copy to the Client, indicate such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Dispute Resolution

The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

- If, after thirty working days, from the commencement of such informal negotiations, the Purchaser and the Contractor have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

Statutes and Regulations

- The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
- The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Purchaser indemnified against all penalties and liability of any kind for breach of any of the same.
- The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses.

The Client

- The Client shall only carry out such duties and exercise such authority as specified in the Contract. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract, except as expressly stated in the Contract.
- The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.
- The Client shall conform with all the relevant clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

Authorized Representative

- The Purchaser, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, the Client or the Contractor.
- Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- Any failure of the Authorized Representative to disapprove any Goods or Services or Works shall not prejudice the right of the Client to disapprove such Goods or Services or Works and to give instructions for the rectification thereof.
- If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser / the Client, the Contractor may refer the matter to the Purchaser / the Client who shall confirm, reverse or vary such decision or instruction.

Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

Performance Security

- The successful Tenderer shall furnish Performance Security as under:
 - within Fifteen (15) working days of the receipt of the Acceptance Letter from the Purchaser;
 - in the form of a Bank Guarantee, issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document or in another form acceptable to the Purchaser;
 - for a sum equivalent to 10 % of the contract value;
 - denominated in equivalent Pak Rupees;
 - have a minimum validity period of one year from the date of Award Notification.
- The proceeds of the Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:
 - If the Contractor commits a default under the Contract;
 - If the Contractor fails to fulfill any of the obligations under the Contract;
 - If the Contractor violates any of the terms and conditions of the Contract.
 - The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Tenderer on written request from the Contractor.

TERMS & CONDITIONS OF THE CONTRACT

Contract Title:

Contract for the

PURCHASE OF BATTERIS FOR UPS OF PFSA

Between

Punjab Forensic Science Agency (PFSA)

And

[Name of Contractor]

Dated:

Agreement

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between [full legal name of the Purchaser] (the “Purchaser”), on the one part,

and

[full legal name of Contractor], on the other part severally liable to the Purchaser for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “Contractor.”

RECITALS

WHEREAS,

- (a) The Government through the Purchaser intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the consulting services as described in the contract.
- (b) The Purchaser has requested the Contractor to provide certain supply of Goods/items as described in Tender Document; and
- (c) The Contractor, having represented to the Purchaser that it has the required professional skills, and personnel and technical resources, has agreed to provide such services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

- 1. The Contractor hereby covenants with the Purchaser to supply the Goods and provide the Services and to remedy defects / damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.
- 2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Goods and provision of the Services and remedying of defects / damage therein.
- 3. The following shall be deemed to form and be read and construct as part of this Contract:
 - a. The Tender Document
 - b. Bidder’s Proposal
 - c. Terms and Conditions of the Contract
 - d. Special Stipulations
 - e. The Technical Specifications
 - f. Tender Form
 - g. Price Schedule
 - h. Affidavit(s)
 - i. Authorized Dealership / Agency Certificate

- j. N/A
- k. Non-Disclosure Agreement (if required)
- l. Any Standard Clause acceptable for Purchaser

4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For **[full legal name of the Purchaser]:**

For **[full legal name of the Contractor]:**

Signature

Signature

Name

Name

Witnessed By:

Witnessed By:

WITNESSES

Signature _____
 CNIC # _____
 Name _____
 Designation _____
 Address _____

Signature _____
 CNIC # _____
 Name _____
 Designation _____
 Address _____

Annexure-B

Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date]

To _(Name and address of Client / Purchaser)_

Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your Request for Proposal dated _(insert date)_ and our Technical Proposal. Our attached Financial Proposal is for the sum of _(insert amount in words and figures)_.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in _____ of the Proposal Data Sheet.

We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand you are not bound to accept any Proposal you receive.

Signed

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

Date:

Annexure-C

Price Schedule/ Financial Cost Sheet

Must be filled separately

S. No.	Item Description with detailed specs and models etc.	Qty.	Price per unit (PKR)	Total cost without GST	GST	Total Price (incl. Of all taxes)

Total Cost (in words). _____

Date _____

Place _____

Signature of authorized person

Name:

(Company Seal)

In the capacity of

Dully authority by

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.

Format for Covering Letter

To
(Name and address of Purchaser)

Sub: _____.

Dear Sir,

- a) Having examined the tender document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of ____ days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the _(insert name of the Purchaser)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) Unless and until a formal agreement is prepared and executed this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound to accept a lowest or any bid you may receive, not to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.
- g) We would like to clearly state that we qualify for this work as our company meets all the pre-F criteria indicated on your tender document. The details are as under:

Authorized Signatures with Official Seal

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

Endorsed

- a) To be executed by an authorized representative of the bidder.
- b) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- d) In case the Application is signed by an authorized Director / Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

Format of Power-of-Attorney

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the project) in response to the tenders invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____ day of _____ 20__

For _____

(Signature)

(Name, Designation and Address)

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Date:

UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and is liable to any punitive action for furnishing false information / documents.

Dated this _____ day of _____ 20__

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

AFFIDAVIT

Integrity Pact

We _(Name of the bidder / supplier)_ being the first duly sworn on oath submit, that Mr. / Ms. _____ (if participating through agent / representative) is the agent / representative duly authorized by _(Name of the bidder company)_ hereinafter called the Contractor to submit the attached bid to the _(Name of the Purchaser)_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _(Name of the Purchaser)_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

Signature & Stamp

Subscribed and sworn to me this _____ day of _____ 20__

Notary Public

TENDER SECURITY FORM

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has submitted Tender against Tender Name. _____ (hereinafter called "the Tender") to the [Name and Address of the Purchaser] (hereinafter called "the Purchaser") for the Total Tender Price of PKR (in figures _____) (in words _____).

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself, his successors and his assigns to the Purchaser, for the sum of PKR (in figures _____) (in words _____) and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor withdraws the Tender during the period of the Tender validity specified by the Contractor on the Tender Form; or
2. If the Contractor does not accept the corrections of his Total Tender Price; or

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s) / claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____.

Date this _____ day of 20_____.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____

Address _____

SCHEDULE OF REQUIREMENTS / TENDER SPECIFICATIONS

TECHNICAL SPECIFICATIONS

SR	DRY LEAD ACID BATTERY SPECIFICATION		QTY
1	CELL	6	90
2	VOLTAGE	12VDC	
3	AMP	17/18	
4	WEIGHT	5KG	
5	NORMAL OPERATING TEMPERATURE	20 +/- 5%	
6	CONTAINER	ABS	
7	TERMINAL TYPE	SCREW TYPE	
8	TECHNOLOGY	RECHARGEABLE	
9	MAKE	VISION/LONG or equivalent	
10	WARRANTY	One Year	
SR	DRY LEAD ACID BATTERY SPECIFICATION		QTY
1	CELL	6	32
2	VOLTAGE	12VDC	
3	AMP	100 AH	
4	WEIGHT	29KG	
5	NORMAL OPERATING TEMPERATURE	20 +/- 5%	
6	CONTAINER	ABS	
7	TERMINAL TYPE	SCREW TYPE	
8	TECHNOLOGY	RECHARGEABLE	
9	MAKE	VISION/LONG or equivalent	
10	WARRANTY	One Year	