

OFFICE OF THE CHIEF INSPECTOR OF MINES, PUNJAB, LAHORE.

Section-I:

Invitation to Bids 1.1

TENDER NOTICE

Bid Reference No. CIM/DEV/UMSTL/KHB/01/2025-26 Date & time of receipt 01-01-2026 at 10:00 AM Date & Time of opening 01-01-2026 at 10:30 AM Electronic bids are invited on e-Procurement System {(e-Pak Acquisition Disposal System (EPADS))} at www.punjab.eprocure.gov.pk from Bidders i.e. firms/contractors and registered on PPRA website / E-Pad engaged in trading, registered with relevant Registration Authorities and Tax Departments/ Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc). The Bids shall be received as per single stage two envelope procedures. Contractor / Firms and those who are registered under Sale tax and income tax as well as registered on E-Pads and PPRA can participate. Detail are as under: -

Name of Scheme	"Up-gradation of Mines Sample Testing Laboratory, Khushab"	Tender No.	CIM/DEV/UMSTL/KHB/01/2025-26
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Sr. No	Description	Qty	Total Price	CDR 5%
1.	Elemental Analyzer (European XRF) with accessories (minimum 20 minerals)	01	40,000,000	2,000,000
Total:-			40,000,000	

Note:-

- i. Above mentioned quantity has been written according to an estimate, any increase in it may be done according to PPRA Rules.
- ii. The conditions of tender for the above items shall be attached with the tender form.
- iii. The rate / offer should be submitted on the basis of accounting unit specified in the tender.
- iv. The bidding procedure prescribed under Rule 38(2)(a) of Punjab Procurement Rule 2014 (amended up to-date) single stage Single envelop shall be adopted.
- v. According to PPRA Rule 38(2)(a), E-Bids of all items will be received online only through E-Procurement Process on 01-01-2026 at 10:00 AM and will be open same day 01-01-2026 at 10:30 AM.
- vi. All CDR's of each items separately will be submitted in the name of Chief Inspector of Mines, Punjab and will be submitted to office of the Chief Inspector of Mines, Punjab, 70-Trade Center Johar Town, Lahore well before the time for closing of E-Procurement.
- vii. The Bidding Documents are immediately available from the date of publication of tender notice and same can be download from PPRA website as well as E-PADS.
- viii. No bid will not be accepted without bid security, which will be 5% of the estimated cost in the form of CDR/Demand Draft/Pay Order (Refundable) in favor of Chief Inspector of Mines, Punjab. The same will be submitted in the Office of the Chief Inspector of Mines, Punjab, 70-Trade Center Johar Town, Lahore well before the time for closing of E-Procurement.
- ix. All applicable taxes are paid by the contractor.
- x. The bid validity period shall be 45 days commencing from the day of submission of bid.
- xi. The successful bidder shall be required to deposit performance guarantee at the rate of 10% of the Contract Amount under PPRA Rule-56 in the form of CDR/Demand Draft/Pay Order (Refundable) prior to execution of the contract. The performance

- guarantee shall be released after the successful delivery and after the completion contract.
- xii. Tender which do not fulfill the above conditions or are not acceptable for any other reason in the opinion of the Procurement Committee will be rejected.
 - xiii. The bid document should be duly signed and stamped by the bidders.
 - xiv. Bid must be done on the offered rates of tenders. No overwriting / cutting is acceptable in offered rates, written with ballpoint.
 - xv. Any conditional, ambiguous or incomplete offer in any respect shall be ignored no supplementary or revised offer after the opening of tender shall be entertained.
 - xvi. Tenderers must quote their final rates as per aforementioned form on the letter head pad along with bidding documents.
 - xvii. The tenderer will not be able to impose any conditions on their own behalf.
 - xviii. Tenders not fulfilling the above conditions will be rejected.
 - xix. All quoted prices should be inclusive of all Taxes and transportation cost.
 - xx. The competent authority reserves the right to reject all bids or proposals under Rule 35 of PPRA2014 amended up to-date.



**Chief Inspector of Mines,
Punjab, Lahore.**

Section-II: Instructions to Bidders (ITB)

2.1. Introduction

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

	<p>d) Have the same legal representative for purposes of this Bid; or</p> <p>e) Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or</p> <p>xii) A Bidder may be ineligible if</p> <p>a. The Bidder is declared bankrupt or, in the case of company or firm, insolvent;</p> <p>b. Payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;</p> <p>c. Legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;</p> <p>d. The Bidder is convicted, by a final judgment, of any offence involving professional conduct;</p> <p>e. The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act,2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.</p> <p>f. The Bidder is debarred and blacklisted in general (i.e., to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.</p> <p>g. The firm, supplier and contractor is blacklisted/ debarred by any international organization</p> <p>xiii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.</p> <p>xiv) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.</p> <p>xv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the</p>
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	sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.
2.1.4. Eligible Goods and Services	<ul style="list-style-type: none"> i) All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the Bid Data Sheet (BDS/Technical Specification), and all expenditures made under the contract will be limited to such goods and related services. ii) For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components. iii) The origin of goods and services is distinct from the nationality of the Bidder. In any case, the requirements of Rules 10 & 26 of PPR14, shall be followed.
2.1.5. Cost of Bidding	<ul style="list-style-type: none"> i) The Bidder shall bear all costs associated with the preparation and submission of its e-bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Procuring Agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.
2.1.6. One person one bid	<ul style="list-style-type: none"> i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement. ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process. iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.
2.2. The Bidding Documents	
2.2.1. Content of Bidding Documents	<ul style="list-style-type: none"> i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include: <ul style="list-style-type: none"> a. Invitation to Bids b. Instructions to Bidders(ITB) c. Technical Specifications d. Bid Data Sheet e. General Conditions of Contract (GCC) f. Schedule of Requirements

	<ul style="list-style-type: none"> g. Bid Form h. Bidder Profile Form i. General Information Form j. Affidavit k. Bid Security Form l. Technical Bid Form m. Contract Form n. Financial Bid Form / Price Schedule o. Performance Guarantee Form <p>ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.</p> <p>iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in ITB 2.2.1 (i) above, the said Bidding Documents, not in conflict with any provision of PPR- 14, will take precedence.</p> <p>iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received Page 9 of 52 is the prime responsibility of the Bidder.</p>
<p>2.2.2. Clarification of Bidding Documents</p>	<p>i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency on the eProcurement System (EPADS). In case, e-procurement system (EPADS) is not working properly then the bidder may inform the Procuring Agency in writing or by e-mail. The Procuring Agency will respond via same medium to the prospective bidder in which it receives the clarification request but no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet.</p> <p>ii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond the prospective bidder as prescribed in ITB 2.2.2 (i), above. However, this clause shall not apply in case of alternate methods of Procurement.</p> <p>iii) Copies of the Procuring Agency's response will be uploaded on e-Procurement System (EPADS), including a description of the inquiry, but without identifying its source.</p>

	<ul style="list-style-type: none"> iv) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB 2.2.3. v) If indicated in the BDS, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-bid meeting at the place, date and time mentioned in the BDS. During this pre-bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents. vi) Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders by uploading same on the e-Procurement System (EPADS). Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder
<p>2.2.3. Amendment of Bidding Documents</p>	<ul style="list-style-type: none"> i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing date of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, through e-Procurement System (EPADS), not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR Rule 25(4) of PPR-14 as the case may be. ii) In order to allow prospective Bidders reasonable time in which Page 10 of 52 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. iii) At any time prior to the deadline for submission of Bids, but not Amendment of later than three (3) days before the closing date of the Bidding submission of Bid, the Procuring Agency, for any reason, Documents whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, through e-Procurement System (EPADS), not later than three (3) days, and on equal opportunity basis as per Rule-25(3) OR

	<p>Rule 25(4) of PPR-14 as the case may be.</p> <p>iv) 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.</p>
2.3. Preparation of Bids	
2.3.1. Language of Bid	<p>i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.</p>
2.3.2. Bid Form	<p>i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.</p>
2.3.3. Bid Prices	<p>i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.</p> <p>ii) Prices indicated on the Price Schedule shall be package/lot wise.</p> <p>iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.</p> <p>iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an adjustable price quotation will be Page 11 of 52 treated as non-responsive and may be rejected.</p>
2.3.4. Bid Currencies	<p>i) Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.</p>
2.3.5. Documents Establishing Bidder's Eligibility and Qualification	<p>i) Pursuant to ITB Clause 2.1.3, 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.</p> <p>ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as</p>

	<p>defined under ITB Clause 2.1.3.</p> <p>iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:</p> <ul style="list-style-type: none"> a. that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer [Manufacturer's Authorization form No. 8.3] or producer to supply the same in Pakistan;(where applicable) b. that the Bidder has the financial, technical, and production capability necessary to perform the contract; c. that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and d. that the Bidder meets the qualification criteria listed in the Bid Data Sheet.
<p>2.3.6. Documents Establishing Goods Eligibility and Conformity to Bidding Documents</p>	<ul style="list-style-type: none"> i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its e-bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract. ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a Certificate of Origin issued at the time of shipment. (where applicable) iii) The documentary evidence of conformity of the goods and services to the Bidding documents may be in the form of PDF and shall consist of: <ul style="list-style-type: none"> a. a detailed description of the essential technical and performance characteristics of the goods; b. a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary Page 12 of 52 for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and c. an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating responsiveness of the goods and services to those specifications, or a

statement of deviations and exceptions to the provisions of the Technical Specifications.

- iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.
- v) Where a sample(s) is required by a procuring agency, the sample shall be: (a) submitted physically in the quantities, dimensions and other details requested in the BDS; (b) carriage paid; (c) received on, or before, the closing time and date for the submission of bids; and (d) Evaluated to determine compliance with all characteristics listed in the BDS.
- vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s)- (a) do(es) not conform to all characteristics prescribed in the bidding documents; and (b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.
- vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.
- viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.
- ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).
- x) Pursuant to the requirements as indicated in ITB 2.3.6, the Bidder shall furnish, as part of its e-bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.
- xi) The Bidder shall also furnish a list giving full particulars, Page 13 of 52 including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period specified in the BDS following commencement of the use of the goods by the Procuring Agency.
- xii) The required documents and other accompanying

	<p>documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.</p>
<p>2.3.7. Bid Security</p>	<ul style="list-style-type: none"> i) The Bidder shall furnish, as part of its e-bid, a scanned Bid security in the amount specified in the Bid Data Sheet. The hard copy of bid security must be submitted to the procuring agency any time before the closing time of bid submission. ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.8. (vii). The Bid security shall be in Pakistan Rupees and shall be in one of the following forms: <ul style="list-style-type: none"> a. Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for Ninety (90) Days, beyond the validity of Bid, or until furnishing of the Performance Security, whichever is later. iii) Any Bid not secured in accordance with ITB Clauses 2.3.8 (i) and (ii) may be rejected by the Procuring Agency as non-responsive. iv) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than Thirty (30) days after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.8 (ii). v) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2. vi) The Bid security may be forfeited: a. If a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or b. In the case of a successful Bidder, if the Bidder: i. Fails to sign the contract in accordance with ITB Clause 2.6.3; or ii. Fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or iii. If the blacklisting proceedings under Section-17A of PPRA Act, 2009 read with Rule-21 of PPR-14 are initiated and the bidder is declared blacklisted after due process of law.
<p>2.3.8. Period of Validity of Bids</p>	<ul style="list-style-type: none"> i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive. Page 14 of 52 ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of

	<p>validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made through e-Procurement System (EPADS)). In case, e-procurement system (EPADS) is not working properly then the Procuring Agency may inform the bidder in writing or by e-mail. The Bid security provided under ITB Clause 2.3.8 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.</p>
2.3.9. Format and Signing of Bid	<ul style="list-style-type: none"> i) The Bidder shall prepare e-bid of the scanned documents in the form of PDF file and as per requirements in tender document. ii) The Bidder shall authorize a person/ persons for signing, submission and further correspondence with Procuring Agency on behalf of bidder. Authority letter must be part of e- bid. However, in case of any issue bidder shall be responsible for all consequences. iii) All scanned pages of the e-bid, shall be signed and stamped by the authorized person before scanning. iv) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the authorized person for signing the scanned pages of e-bid.
2.4. Submission of e-bids	
2.4.1 Procedure for e-bids submission	<ul style="list-style-type: none"> i) The bidder shall submit e-bids(separate technical and financial) as per requirement of the e-Procurement of system (EPADS). ii) Single Stage Two Envelope Procedure will be followed, the e bid shall comprise two e-bids submitted simultaneously, one called the Technical e-Proposal and the other Financial eProposal. iii) The bid will be submitted lot wise, separately for each lot.
2.4.2 Deadline for Submission of Bids	<ul style="list-style-type: none"> i) e-bids must be submitted on the e-Procurement System (EPADS) no later than the time and date specified in the Bid Data Sheet. Physical Bids received through courier services or delivered by the bidder, shall not be accepted. ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
2.4.3. Late Bids	<ul style="list-style-type: none"> i) e-bids cannot be submitted on the e-Procurement System (EPADS), after closing time
2.4.4. Modification and	<ul style="list-style-type: none"> i) The Bidder may modify or withdraw its e-bid after the e-

Withdrawal of Bids	<p>bid's submission and prior to the deadline prescribed for submission of e-bids.</p> <ul style="list-style-type: none"> ii) Revised e-bid may be submitted after the withdrawal of the original e-bid before the deadline for submission of Bids. iii) No e-bid may be modified after the deadline for submission of Bids. iv) No e-bid may be withdrawn in the interval between the deadline for submission of e-bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in the Bidder's forfeiture of its Bid security (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.8 (vii)
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2.5. Opening and Evaluation of Bids

2.5.1. Opening of e-bids by the Procuring Agency	<ul style="list-style-type: none"> i) The Procuring Agency will open all e-bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the BDS. The Bidders' representatives present shall sign a register/attendance sheet as proof of their attendance. ii) e-bids shall be opened on the e-Procurement System (EPADS) one at a time, in Single Stage Two Envelope Procedure, the Procuring Agency will open on the e-Procurement System (EPADS) the Technical Proposals in public at the address, date and time specified in the BDS in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened on the eProcurement System (EPADS) until the specified time of their opening. iii) Technical e-bids shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) the presence of a Bid Security, if required; and (c) Any other details as the Procuring Agency may consider appropriate. iv) Bidders are advised to send in a representative with the knowledge of the content of the e-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 ebid. v) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there
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	<p>is a late bid, the Bid price if applicable.</p> <p>vi) 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.</p> <p>vii) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on its website or shared to all bidders through on the e-Procurement System (EPADS). [if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]</p>
<p>2.5.2. Confidentiality</p>	<p>i) Information relating to the examination, clarification, evaluation and comparison of e-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.</p> <p>ii) Any effort by a Bidder to influence the Procuring Agency processing of Bids or award decisions may result in the rejection of its Bid. iii) Notwithstanding ITB Clause 2.2.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing on e-Procurement System (EPADS).</p>
<p>2.5.3. Clarification of e-bids</p>	<p>i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of e-bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its e-bid including breakdown of prices to determine its reasonability. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.</p> <p>ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.</p> <p>iii) The alteration or modification in The e-bid which in any way compromise the following parameters will be considered as a change in the substance of a bid:</p> <ul style="list-style-type: none"> a) a) Evaluation & qualification criteria; b) Required scope of work or specifications;

	<ul style="list-style-type: none"> c) All securities requirements; d) Tax requirements; e) Terms and conditions of bidding documents. f) Change in the ranking of the Bidder <p>iv) From the time of e-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 on the e-Procurement System (EPADS). In case, e-procurement system (EPADS) is not working properly then the bidder may contact the Procuring Agency in writing or by e-mail.</p>
<p>2.5.4. Preliminary Examination</p>	<ul style="list-style-type: none"> i) The Procuring Agency will examine the e-bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the Bids are generally in order. ii) Prior to the detailed evaluation, the Procuring Agency will determine the responsiveness of each e-bid to the Bidding documents, pursuant to ITB Clause 2.5.5. For purposes of these Clauses, a responsive e-bid is one which conforms to all the terms and conditions of the Bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB Clause 2.3.8), Applicable Law (GCC Clause 30), Taxes and Duties (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of an e-bid's responsiveness is to be based on the contents of the e-bid itself without recourse to extrinsic evidence. iii) If an e-bid is not responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity. iv) Prior to the detailed evaluation of e-bids, the Procuring Agency will determine whether each e-bid: <ul style="list-style-type: none"> a) Meets the eligibility criteria defined in ITB 2.1.3 and ITB 2.1.4; b) Has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents; c) Has been properly signed; d) Is accompanied by the required scanned securities; and e) Is responsive to the requirements of the Bidding Documents. <p>The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the e-bid itself.</p>
<p>2.5.5. Examination of Terms</p>	<ul style="list-style-type: none"> i) The Procuring Agency shall examine the e-bid to confirm that all terms and conditions specified in the GCC and

<p>and Conditions; Technical Evaluation</p>	<p>the SCC have been accepted by the Bidder without any material deviation or reservation.</p> <p>ii) The Procuring Agency shall evaluate the technical aspects of the e-bid submitted to confirm that all requirements specified in Section III-Technical Specifications, Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS, have been met without material deviation or reservation.</p> <p>iii) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the e-bid is not responsive in accordance, it shall reject the Bid.</p>
<p>2.5.6. Correction of Errors</p>	<p>i) e-bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -</p> <p>a) If there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;</p> <p>b) If there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and</p> <p>c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.</p> <p>d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.</p> <p>ii) The amount stated in the e-bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with ITB 2.3.8.</p>
<p>2.5.8. Post- Qualification & Evaluation of Bids</p>	<p>i) In the absence of prequalification, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.</p> <p>ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for</p>

	<p>eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate. The Procuring Agency will technically evaluate and compare the Bids which have been determined to be responsive, pursuant to ITB Clause 2.5.5, as per Technical Specifications required.</p> <p>iii) The financial evaluation of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.10 to be decided by the Procuring Agency which must include clear cut instruction regarding item wise or lot wise evaluation inclusive of prevailing taxes, duties, fees etc.</p>
<p>2.5.9. Contacting the Procuring Agency</p>	<p>i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its e-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 on the e-Procurement System (EPADS).</p> <p>ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.</p>
<p>2.5.10. Grievance Redressal</p>	<p>i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.</p> <p>ii) Any Bidder feeling aggrieved can file its complaint on the e- Procurement System (EPADS), against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the Procuring Agency well before the proposal submission deadline.</p> <p>iii) Any party can file its complaint on the e-Procurement System (EPADS), against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the Procuring Agency well before the proposal submission deadline. In case, e-procurement system (EPADS) is not working properly then the bidder may inform the Procuring Agency in writing or by e-mail.</p> <p>iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his e-bid may lodge a complaint on the e-Procurement System (EPADS), in case, e-procurement system (EPADS) is not working properly then the bidder may inform the Procuring Agency in writing or by e-mail, concerning his grievances</p>

	<p>not later than ten (10) days after the announcement of the Final evaluation reports. In single stage - two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within five (05) days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA and Procuring Agency for obtaining / receiving grievance petitions from the prospective bidders (if any).</p> <p>v) In case, the complaint/grievance is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.</p> <p>vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.</p>
<p>2.6. Award of Contract</p>	
<p>2.6.1. Notification of Award</p>	<p>i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or through e-Procurement System (EPADS) that its e-bid has been accepted.</p> <p>ii) The notification of award will constitute the formation of the Contract.</p> <p>iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.8 (v).</p>
<p>2.6.2. Performance Guarantee</p>	<p>i) The procuring agency in writing give date to the successful bidder for the provision of Performance guarantee. The successful bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.</p> <p>ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.</p>
<p>2.6.3. Signing of Contract/ Issuance of</p>	<p>i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the</p>

Purchase Order	<p>Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order <i>[as the case may be]</i>.</p> <p>ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, within one week of issuance of the Contract Form, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.</p> <p>iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.</p>
2.6.4. Award Criteria	<p>i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.</p>
2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award	<p>i) The Procuring Agency reserves the right at the time of contract award to increase the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (c)(iv) of PPR-14 (not more than 15%).</p>
2.6.6. Procuring Agency's Right to Accept or Reject All Bids	<p>i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders.</p> <p>ii) The Bidders shall be promptly informed about the rejection of the Bids, if any</p> <p>iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.</p>
2.6.7. Re-bidding	<p>i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.</p>
2.6.8. Corrupt or Fraudulent Practices	<p>i) The Procuring Agency Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.</p> <p>"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows: "(d) <i>corrupt practice</i>" 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</p>

	<p><i>misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:</i></p> <ol style="list-style-type: none"> <i>i. Coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;</i> <i>ii) Collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;</i> <i>iii) Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;</i> <i>iv) Any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;</i> <i>v) Obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process.”</i>
Delivery of Goods/Store	
<p>Delivery Goods/Store</p>	<p>of Tenderers should supply the store in full quantity at the office of the Chief Inspector of Mines, Punjab, 70-Trade Centre, Johar Town, Lahore for <i>inspection</i> with the prior indication in writing to conduct the inspection of store; <i>whereas the store will be supplied at the consignee’s end i.e. Office of Mines Sample Testing Laboratory, Khushab.</i></p>

ii) Blacklisting & Debarment:

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

Requirements & Procedure for Blacklisting & Debarment:

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

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

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

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

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

As per rule 21 of PPR-14:

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

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

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

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

(d) indulged in any corrupt practice.

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

(a) shall forward the decision to the Authority for publication on the website of the Authority; and

(b) may request the Authority to debar the bidder or Contractor for procurement of all procuring agencies.

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

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

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

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

As per Schedule appended with PPR-14:

SCHEDULE see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

1. The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.

2. The show cause notice shall contain:

(a) precise allegation, against the bidder or Contractor;

(b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and

- (c) the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.
3. The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.
 4. In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.
 5. In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.
 6. The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.
 7. The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.
 8. The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.
 9. The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.
 10. The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.
 11. If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.
 12. The Authority shall immediately publish the information and decision of blacklisting on its website.
 13. In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents In support of their contentions.
 14. In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.
 15. In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.
 16. The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.
 17. An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process.”
- iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

2.6.9. Quantity	Could be increased or decreased as per ppra rules i.e.15%
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Section-III. Technical Specifications
3.1. Technical Specifications

Sr. No.	Name of Items		Total Qty.
	Elemental Analyzer		
1	Scope of Supply	1. Energy Dispersive X-Ray Fluorescence (ED-XRF) Spectrometer is required with standard accessories, software, sample preparation tool. 2. He Purge option must be available to ensure analysis of light elements (Na, Mg, Al, Si, P, S, Cl, K, Ca) 3. Sample spinner must be included to handle inhomogeneous sample	1
	Capable of accurate quantitative analysis	Instrument must be capable of accurate quantitative analysis of minerals, rocks, ores, coal, cement raw materials, industrial minerals, and soils found in Punjab, Pakistan.	
	Elemental and Mineralogical Analysis Requirements	Instrument must be capable for analysis of elements originating from Punjab, including rock salt, coal, gypsum, silica sand, limestone, dolomite, iron ore, fire clay, china clay, laterite/bauxite, phosphate rock, soils, and industrial minerals	
	Mandatory Element Measurement Range	The XRF must accurately detect and quantify the following elements at minimum: Light Elements (for clays, coal, salts, silicates): Na, Mg, Al, Si, P, S, Cl, K, Ca Elements for Iron Ore, Laterite, Bauxite & Silicate Minerals: Ti, Mn, Fe, V, Cr, Ni, Co, Cu, Zn, As, Pb, Sr, Ba	
	Elements Required for Rock Salt Characterization	Na, Cl, Mg, Ca, K, S, I, Br, Sr	
	Coal & Ash Characterization	S, Cl, Si, Al, Fe, Ca, Mg, Na, K, Ti, As, Pb, Cr, Ni	
	Silica Sand Quality Indicators	SiO ₂ , Fe ₂ O ₃ , Al ₂ O ₃ , Ti, Ca, Mg, K, Na	
	Elemental Range	Sodium (Na) to Uranium (U).	
	Reporting Capabilities	<ul style="list-style-type: none"> •Elemental values (ppm, wt%) •Oxide values (wt%) for: SiO₂, Al₂O₃, Fe₂O₃, CaO, MgO, Na₂O, K₂O, TiO₂, P₂O₅, SO₃ • Customizable templates, PDF/Excel/CSV export 	
	Certified Reference Materials (CRMs)	Supplied CRMs: <ul style="list-style-type: none"> •Limestone, gypsum, cement raw materials, •coal and coal ash, •iron ore / laterite / bauxite, •silica sand, •clays, •rock salt. 	
	Firm Responsibility	Complete installation and commissioning at designated site laboratory Training for designated staff members Complete operational manuals including calibration procedure	
	Authorization and Warranty	Principal Authorization Letter 1 year warranty of machine and software.	

Type	ED-XRF
Origin	Europe
Inco Terms	FOR (Pak Rs) (GST, Govt. taxes & Custom duties Included)

Note: Tenderers should supply the store in full quantity at the office of the **Chief Inspector of Mines, Punjab, 70-Trade Centre, Johar Town, Lahore** for *inspection* with the prior indication in writing to conduct the inspection of store; *whereas the store will be supplied at the consignee's end i.e. Office of Mines Sample Testing Laboratory, Khushab.*

EVALUATION CRITERIA

Knockdown Clauses

1. Original Bid Security 5% of estimated cost of each item.
2. Minimum last three years' business history (Purchase Orders) as a proof.
3. An affidavit on stamp paper of Rs.100/- as perform 8.5.
4. The goods to be quoted in accordance with the requisite specifications on the letter head of the bidder in print form.
5. National Tax Certificate & General Sale Tax certificate.
6. One Person shall submit only one bid.
7. Tender received through dak / mail shall be rejected.

Part II

Quantitative

Sr. No.	Description	Allocated Marks	Total Marks
1	Company Profile & Experience		
i	Company Profile Years of operations (From Registration date of NTN & GST/ FBR) <ul style="list-style-type: none"> • Ten (10) marks for one (1) year experience maybe awarded. • Maximum marks may be awarded, if the firm has 04 years or more experience. 	Maximum Marks 40	
ii	Relevant Experience Similar assignments/supplies equivalent to or more than cost of this tender over last 03 years. <ol style="list-style-type: none"> 1 Similar project=15marks 2 Similar projects=20marks 3 Similar projects=25marks 4 similar projects = 30 marks <p>Purchase orders/supply orders for the procurement of similar nature must be attached, otherwise, no marks shall be awarded.</p>	Maximum Marks 30	
2	Financial Position		
i	Annual Turnover (last 03 years) If the average annual sale of last three years is equal or above of the estimated amount of bid which he intends to participate then maximum allocated marks may be awarded as under: - <ol style="list-style-type: none"> 1. If total annual average turn over PKR (equal & above of allocated budget) = 20 marks 2. If total annual average turn over PKR ((Half allocation of budget) = 10 marks 3. If total annual average turn over PKR (less than half amount of allocation of budget) =5 marks 	Maximum Marks 20	
ii	Bank Balance If bank balance up-to 30 th june, 2024 is equal to or more than estimate of current purchase, full marks may be awarded. Otherwise, the marks may be awarded as:	Maximum Marks 10	

	Closing Balance on 30.06.2025x05 Estimate of Current Purchase		
	Total	100	
Only the Bids scoring minimum 70% marks would be declared technically accepted			

G. Award of Contract

25.	2.6.5	Percentage for quantity increase is: [15%].
26.	2.6.2	The Performance Guarantee shall be:[05 percent of <i>the Contract Price</i>]
27.	2.6.2	The Performance Security shall be in the form of: <i>CDR, Demand Draft, Bank Draft, Pay Order</i>]

Section-V: General Conditions of Contract

<p>1. Definitions</p>	<p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <ul style="list-style-type: none"> a. "The Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations. c. "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract. d. "The Services" means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair and other such obligations of the Supplier covered under the Contract. e. "GCC" means the General Conditions of Contract contained in this section. f. "SCC" means the Special Conditions of Contract. g. "The Procuring Agency" means the organization purchasing the Goods & Services, as named in SCC. h. "The Procuring Agency's country" is the country named in SCC. i. "The Supplier" means the Bidder or firm supplying the Goods and Services under this Contract. j. "The Project Site," where applicable, means the place or places named in SCC. k. "Day" means calendar day. l. "e-bid" means electronic bids (separate financial and technical) to be submitted by bidders on e-Procurement System (EPADS).
<p>2. Application</p>	<p>2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.</p>
<p>3. Country of Origin <i>[where applicable]</i></p>	<p>3.1. All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.</p> <p>3.2. For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from where the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>3.3. The origin of Goods and Services is distinct from the nationality of the Supplier. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.</p>
<p>4. Standards</p>	<p>4.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be</p>

	the latest issued by the concerned institution.
5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.	<p>5.1. The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2. The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.</p> <p>5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.</p> <p>5.4. The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the donors, if so required by the donors.</p>
6. Patent Rights	6.1. The Supplier shall indemnify the Procuring Agency against all third- party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring Agency's country.
7. Performance Guarantee	<p>7.1. Within one week of issuance of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee @10% in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.</p> <p>7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.</p> <p>7.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:</p> <ol style="list-style-type: none"> a. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or b. a Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque cashier's or certified cheque or CDR. <p>7.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.</p>
8. Inspections and Tests	8.1. The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing,

	<p>in a timely manner, of the identity of any representatives nominated for these purposes.</p> <p>8.2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s) (if so, allowed by the Procuring Agency), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.</p> <p>8.3. Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.</p> <p>8.4. The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.</p> <p>8.5. Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.</p>
<p>9. Packing</p>	<p>9.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency</p>
<p>10. Delivery and Documents</p>	<p>10.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.</p> <p>10.2. Upon delivery, the Procuring Agency shall give receiving certificate to the supplier with the statement that, "completion certificate along with satisfactory report shall be issued after due inspection as per clause-8 of GCC, which will enable the supplier to put up the bill".</p> <p>10.3. For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of <i>Incoterms</i></p> <p>10.4. Documents to be submitted by the Supplier are specified in SCC.</p>
<p>12. Transportation</p>	<p>12.1. The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Procuring Agency's country, including freight, insurance, and storage, as shall be specified in the Contract, and related costs shall be included in</p>

	the Contract Price.
16. Payment	<p>16.1. The method and conditions of payment to be made to the Supplier under this Contract agreement deed.</p> <p>16.2. The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.</p> <p>16.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but not later than thirty (30) days after submission of an invoice or claim by the Supplier, provided the work is satisfactory, if budget / funds available.</p> <p>16.4. The currency of payment is PAK RUPEES.</p>
17. Prices	<p>17.1. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC.</p>
19. Contract Amendments	<p>19.1. Subject to GCC Clause 18, no variation in or modification of the terms of the Contract shall be made except by the mutual consent through written amendment signed by the parties.</p>
20. Assignment	<p>20.1. The Supplier shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.</p>
21. Sub-contracts	<p>21.1. The Supplier shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.</p> <p>21.2. Subcontracts must comply with the provisions of GCC Clause 20.</p>
22. Delays in the Supplier's Performance	<p>22.1. Delivery of the Goods and performance of Services shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements.</p> <p>22.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.</p> <p>22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages.</p>
23. Liquidated Damages	<p>23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the</p>

	<p>Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under PPR-14.</p>
<p>24. Termination for Default</p>	<p>24.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:</p> <ul style="list-style-type: none"> a.if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22; b.if the Supplier fails to perform any other obligation(s) under the Contract; or c.if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009. <p><i>“Corrupt practices” in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009.</i></p> <p><i>(d) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:</i></p> <ul style="list-style-type: none"> i.coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party; ii.collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain; iii.offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain; iv.iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation; <p><i>obstructive practice by harming or threatening to harm, directly or</i></p>

	<p><i>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.</i></p>
<p>5. Force Majeure</p>	<p>25.1. Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.</p> <p>25.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc. from the purview of "Force Majeure".</p> <p>If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.</p>
<p>26. Termination for Insolvency</p>	<p>26.1. The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.</p>
<p>27. Termination for Convenience</p>	<p>27.1. The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>27.2. The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:</p> <p>(a) to have any portion completed and delivered at the Contract terms and prices; and/or (b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the</p>

	Supplier.
28. Resolution of Disputes	<p>28.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.</p> <p>28.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.</p>
29. Governing Language	<p>29.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.</p>
30. Applicable Law	<p>30.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.</p>
31. Notices	<p>31.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.</p> <p>31.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.</p>
32. Taxes and Duties	<p>32.1. Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods & Services to the Procuring Agency.</p>

Section-VII. Schedule of Requirements

7.1 Schedule of Requirements

(Not Required)

The delivery schedule expressed as weeks / months stipulates a delivery date which is the date at which delivery is required.

Number	Description	Quantity	Delivery schedule (shipment) in weeks / months from
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In order to determine the correct date of delivery here after specified, the Procuring Agency has taken into account the additional time that will be needed for international or national transit to the Project Site or to another common place.

Number	Description	Quantity	Delivery schedule (shipment) in weeks

SECTION-VIII: FORMS

Bid Form

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

Date:

To

The Chief Inspector of Mines, Punjab, Lahore

Dear Sir,

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to 10% percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency. We agree to a Bid by this Bid for a period of [number] days from the date fixed to Bid opening under Clause 2.5.1 of the Instructions to Bidders, and its shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Technical bid includes the following:-

- a) Original receipt for purchase of tender/bidding documents.
- b) Original Bid form (as per **form 8.1** of Bidding documents) on letter head of the firm, duly signed and stamped.
- c) Complete bidding document (without filling) signed and stamped by the bidder
- d) All the forms relevant to the technical bid reproduced on the letter head as indicated/mentioned on each respective form.
- e) Copy of bid security form along with copy of technical instruments *i.e. Bank call-deposit (CDR) / Bank Demand Draft/Pay Order* valid for six months (validity further extendable), beyond the validity of Bid in the manner as prescribed on the bid security form **8.11**.
- f) Checklist as per section IX reproduce on letter head duly signed & stamped.

Financial bid includes the following:-

- a) Price schedule / financial form (as per **form 8.10**) to be reproduced on the letter head of the bidder duly signed and stamped.
- b) Original Bid security form (as per **form 8.11**) along with Original financial instrument *i.e. Bank Guarantee / Bank call-deposit (CDR)/Bank Demand Draft(DD)* valid for six months (validity further extendable), beyond the validity of Bid.

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

Name and address of service Provider	Amount and Currency
--------------------------------------	---------------------

(If none, state "none")

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

Dated this _____ day of _____ 20 .

[Signature] [in the capacity of]

Duly authorized to sign Bid for and on behalf of

8.3. Bidder Profile Form

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

Sr.#	Particulars
1.	Name of the company:
2.	Registered Office:
Address:	
Office Telephone Number:	
Fax Number:	
3.	Contact Person:
Name:	
Personal Telephone Number:	
Email Address:	
4.	Local office if any:
Address:	
Office Telephone Number:	
Fax Number:	
5.	Registration Details:

a) Audited Financial Statement Attachment/Income Tax Returns (Last years) – (If Applicable)

Yes	No
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b) Details of Experience (Last Years)

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

b) Staff Detail and last month Payroll – (If Applicable)

Yes	No
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8.5. Affidavit

[To be printed on PKR 100 Stamp Paper, duly attested by oath commissioner. To be attached

with Technical e-bid] Name: (Applicant)

I, the undersigned, do hereby certify that all the statements made in the Bidding document and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the bank, person, company or corporation to furnish any additional information requested by the *[name of Procuring Agency]* of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

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

- (i) The firm is not currently blacklisted by the Procuring Agency.
- (ii) The documents/photocopies provided with Bid are authentic. In case, any fake/bogus document was found at any stage, the firm shall be blacklisted as per Law/ Rules.
- (iii) Affidavit for correctness of information.

(iv) *****omitted*****

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

Signed by an authorized Officer of the company

Title of Officer _____

Name of Company _____

Date _____

8.6. Performance Guarantee Form

To,

[name and address of the Procuring Agency]

WHEREAS (Name of the Contractor/ Supplier)

hereinafter called "the Contractor" has undertaken, in pursuance of "INVITATION TO BID FOR THE "PROVISION OF " procurement of the following:

1. [*Please insert details*].

(Here in after called "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Contractor shall furnish you with a bank guarantee by a scheduled bank for the sum specified therein as security for compliance with the Contractor's performance obligations in accordance with the Contract; **AND WHEREAS** we have agreed to give the Contractor a Guarantee;

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums as specified by you, within the limits of (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

8.7. Technical Bid Form

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

Sr. No.	Item Name	Brand Name	Quantity	Specifications Dimensions

Stamp & Signature of Bidder _____

8.8. Contract Form

THIS AGREEMENT made on the day of 20 between *[name of Procuring Agency]* of *[country of Procuring Agency]* (hereinafter called “the Procuring Agency”) on the one part and *[name of Supplier]* of *[city and country of Supplier]* (hereinafter called “the Supplier”) on the other part: WHEREAS the Procuring Agency invited Bids for certain goods and ancillary services, viz., *[brief description of goods and services]* and has accepted a Bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

(a) the Bid Form and the Price Schedule submitted by the Bidder;

(b) the Schedule of Requirements;

(c) the Technical Specifications;

(d) the General Conditions of Contract;

(e) the Procuring Agency’s Notification of Award.

(f) Contract agreement

(g) Complete Bidding document

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

4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the rectification of defects therein, the Contract Price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed by the contract.

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

8.9. Financial Bid Form/Price Schedule

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

Sr. No.	Item Name	Specifications/ dimensions	Country of Origin	Brand name, make & model	Unit price (inclusive of all taxes & duties etc.)	Quantity	Total price (inclusive of all taxes & duties etc.)

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

Note:

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

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

Stamp & Signature of Bidder _____

8.10. Bid Security Form

[To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Financial e-bid and hard copy of bid security must be submitted to the procuring agency any time before the closing time of bid submission. The relevant branch of bank (from where the bid security is being issued for bidder) should also send scanned copy at the following email address: [md.ppra@gmail.com]

Whereas *[name of the Bidder]* (hereinafter called "the Bidder") has submitted its Bid dated *[date of submission of Bid]* for the supply of *[name and/or description of the goods]* (hereinafter called "the Bid").

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

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:

(a) fails or refuses to execute the Contract Form, if required; or

(b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

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

This guarantee will remain in force up to and including thirty (30) days after the period of Bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Section IX- Check List

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

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

Sr. No.	Detail	Responsive	Non-responsive
1.	5% Bid Security of estimated cost of articles/items given by the department. Original Bid security must be submitted with technical proposal and copy of the same with Financial proposal.		
2.	Active Registration with Income Tax Authorities (National Tax Number NTN) at least three year sold.		
3.	Copy of active Registration with Sales Tax Authorities (STRN)		
4.	Copy of active Registration (Professional Tax Certificate)		
5.	Technical Bid Form (as perform 8.7 of Bidding documents) On letter head of the firm duly signed and stamped.		
6.	Financial Bid Form (as perform 8.9 of Bidding documents) On letter head of the firm, duly signed and stamped.		
7.	Bid Security Form (as perform 8.10 of Bidding documents) On letter head of the firm, duly signed and stamped		
8.	Performance Guarantee Form (as perform 8.6 of Bidding documents) on letter head of the firm, duly signed and stamped.		
9.	General Information Form (as per form 8.4 of Bidding documents) on letter head of the firm duly signed and stamped.		
10.	Affidavit (as perform 8.5) on non-judicial Stamp Paper of Rs. 100/- (i) The firm has not been black listed from any Department. (ii) The documents/photocopies provided with Bid are authentic. In case of any fake / bogus document look at any stage. They shall be blacklisted as per Rules/ Laws. (iii) Affidavit for correctness of information. (iv) There is not pending litigation with any Government or Public Department.		
11.	Work order/ supply order / purchase order of previous relevant experience.		
12.	i. Company profile. Staff list ii. National tax number Certificate, General Sale Tax Number Certificate. iii. Bidders profile Form and General Information Form, 8.4&8.5, (as per form of Bidding documents) on letter head of the firm, duly signed and stamped.		

13.			
14.	Affidavit for correction of information Form (as per form of Bidding documents) on letter head of the firm, duly signed and stamped.		

Stamp & Signature of Bidder _____