

No.H&D.Kit-7/2025

TENDER DOCUMENT

FOR

PROCUREMENT OF

HYGIENE KIT

&

FEMALE DIGNITY KIT

**PROVINCIAL DISASTER MANAGEMENT
AUTHORITY (PDMA), PUNJAB**

GOVERNMENT OF THE PUNJAB

Issuance Date

June 2025

Invitation for Bids

Provincial Disaster Management Authority, (PDMA) Punjab, intends invites bids from well reputed contractors/dealers/firms/vendors who are registered with Income Tax, Sales Tax and Professional Tax and are on Active Taxpayers List of FBR, for procurement of following items through E-Tendering on ePADS.

| Lot .No. | Particular | Qty | Estimated Price | Bid Security @ 5% | Delivery period |
|----------|---------------------------|------|-----------------|-------------------|-----------------|
| 1 | Hygiene Kit | 1000 | 10,712,000/- | 535,600 | 7-days |
| 2 | Female Dignity Kit | 3000 | 13,212,000/- | 660,600 | 7-days |

Note: Firm(s) can visit and see above installations, goods/equipment.

1. PDMA, Punjab, now invites sealed bids from eligible bidders, vendors, firms, suppliers or Stockiest for the supply of above mentioned services.
2. **Procurement/ Hiring of Services** shall be made in accordance with Punjab Procurement Regulatory Authority, Rules-2014, **on Single Stage Two Envelope basis.**
3. The Bidding Document carrying all details can be downloaded free of cost from the website of PDMA, i.e. www.pdma.gov.pk.punjab and PPRA's website <http://eprocare.gov.pk>.
4. Bids shall be submitted electronically on e-Punjab Acquisition and Disposal System by **July 08, 2025 at 11:00 a.m.** which will be opened on same day at **11:30 a.m.** through e-PADS.
5. The provisions in the Instructions to Bidders and in the General Conditions of Contract are the provisions of the Bidding Documents.
6. **Bid Security (5% of the estimated cost)** in the shape of CDR/DD/Banker's Cheque in the name of Director General, PDMA shall submit hard copies of the financial instruments (in addition to the soft copy submitted with the bid) as bid security on or before **08.07.2025 at 11:00 a.m.** at PDMA office 152-B, New Muslim Town, , Lahore.
7. Bids will be downloaded/opened on the same date at **11:30 a.m.** in the Committee Room of PDMA, Punjab through EPADS, in the presence of bidders' representatives who choose to attend the opening meeting.
8. The bidders are requested to give their best and final prices as no negotiations are expected.
9. Samples of both kits will be submitted at PDMA office before closing date of bid.
10. Taxes will be deducted as per applicable government rules. NTN and Sales Tax registration certificate must be provided.
11. For obtaining any further information or clarifications, please contact the person named below:

**ASSISTANT OFFICER (PROCUREMENT)
PROVINCIAL DISASTER MANAGEMENT AUTHORITY
152-B, NEW MUSLIM TOWN, LAHORE**

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Part-I

Section I. Instructions to Bidders

A. Introduction

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| 1.Source of Funds | 1.1 The Procuring Agency named in the Bid Data Sheet has received budget from the Government of Punjab. The Procuring Agency intends to apply a portion of the proceeds of this budget to eligible payments under the contract for which this Invitation for Bids is issued. |
| 2. Eligible Bidders | <p>2.1 This Invitation for Bids is open to all suppliers, except as provided hereinafter.</p> <p>2.2 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 consulting 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 for Bids.</p> <p>2.3 Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government.</p> <p>2.4 Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA).</p> |
| 3.Eligible Goods and Services | <p>3.1 All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the <i>Bid Data Sheet (BDS)</i>, and all expenditures made under the contract will be limited to such goods and services.</p> <p>3.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results 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 Bidder.</p> |
| 4.Cost of Bidding | 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency named in the Bid Data Sheet, hereinafter referred to as “the Purchaser,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process. |

B. The Bidding Documents

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| 5. Content of Bidding Documents | <p>5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:</p> <ul style="list-style-type: none"> (a) Instructions to Bidders (ITB) (b) Bid Data Sheet (c) Schedule of Requirements (d) Technical Specifications (e) Bid Submission Form (f) Manufacturer’s Authorization Form (g) Price Schedules (h) Contract Form |
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| | <p>(i) Performance Security Form (j) General Conditions of Contract (GCC) (k) Special Conditions of Contract (SCC)</p> <p>5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information 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>6. Clarification of Bidding Documents</p> | <p>6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by email at the Purchaser's address indicated in ITB Clause 19.1. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.</p> |
| <p>7. Amendment of Bidding Documents</p> | <p>7.1 At any time prior to the deadline for submission of bids, the Purchaser, 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.</p> <p>7.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.</p> <p>7.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.</p> |

C. Preparation of Bids

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| 8. Language of Bid | 8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser 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. |
| 9. Documents Comprising the Bid | 9.1 The bid prepared by the Bidder shall comprise the following components: (a) a Bid Form and a Price Schedule completed in accordance with ITB Clauses 10, 11, and 12; (b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted; (c) documentary evidence established in accordance with ITB Clause 14 that the goods and ancillary services to be supplied by the Bidder are eligible goods and services and conform to the bidding documents; and (d) bid security furnished in accordance with ITB Clause 15. |
| 10. Bid Form | 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices. |
| 11. Bid Prices | 11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract. 11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices . 11.4 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered. 11.5 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. |
| 12. Bid Currencies | 12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet. |
| 13. Documents Establishing Bidder's Eligibility and Qualification | 13.1 Pursuant to ITB Clause 9, 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. 13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined under ITB Clause 2. 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction: (a) that the Bidder has the financial, technical, and production capability necessary to perform the contract; (b) that, in the case of a Bidder not doing business within Pakistan, the |

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| | <p>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</p> <p>(c) that the Bidder meets the qualification criteria listed in the Bid Data Sheet.</p> |
| <p>14. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents</p> | <p>14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the contract.</p> <p>14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule 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.</p> <p>14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:</p> <p>(a) a detailed description of the essential technical and performance characteristics of the goods;</p> <p>(b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Purchaser; and</p> <p>(c) An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.</p> <p>14.4 For purposes of the commentary to be furnished pursuant to ITB Clause 14.3(c) above, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications, are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names, and/or catalogue numbers in its bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.</p> |
| <p>15. Bid Security</p> | <p>15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.</p> <p>15.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 15.7.</p> <p>15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms: Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for thirty (30) days beyond the validity of bid.</p> <p>15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Purchaser as nonresponsive, pursuant to ITB Clause 24.</p> <p>15.5 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 Purchaser pursuant to ITB Clause 16.</p> |

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| | <p>15.6 The successful Bidder’s bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.</p> <p>15.7 The bid security will be liable to be forfeited:</p> <p>(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or</p> <p>(b) in the case of a successful Bidder, if the Bidder fails:</p> <p>(i) to sign the contract in accordance with ITB Clause 32; or</p> <p>(ii) to furnish performance security in accordance with ITB Clause 33.</p> |
| <p>16. Period of Validity of Bids</p> | <p>16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Purchaser, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Purchaser as nonresponsive.</p> <p>16.2 In exceptional circumstances, the Purchaser may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in ITB Clause 16.3.</p> <p>16.3 In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid validity, the contract price will be adjusted by a factor specified in the request for extension.</p> |
| <p>17. Format and Signing of Bid</p> | <p>17.1 The Bidder shall prepare an PDF of original bid indicated in the Bid Data Sheet, clearly marking each “ORIGINAL BID” as appropriate.</p> <p>17.2 The PDF of original bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.</p> <p>17.3 Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.</p> <p>17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.</p> |

D. Submission of Bids

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| <p>18. Sealing and Marking of Bids</p> | <p>18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as “ORIGINAL”. The envelopes shall then be sealed in an outer envelope.</p> <p>18.2 The inner and outer envelopes shall:</p> <p>(a) be addressed to the Purchaser at the address given in the Bid Data Sheet; and</p> <p>(b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: “DO NOT OPEN BEFORE,” to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.</p> <p>18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared “late”.</p> <p>18.4 If the outer envelope is not sealed and marked as required by ITB Clause</p> |
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| | 18.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening. |
| 19. Deadline for Submission of Bids | <p>19.1 Bids must be received by the Purchaser at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.</p> <p>19.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.</p> |
| 20. Late Bids | 20.1 Any bid received by the Purchaser after the deadline for submission of bids prescribed by the Purchaser pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder. |
| 21. Modification and Withdrawal of Bids | <p>21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Purchaser prior to the deadline prescribed for submission of bids.</p> <p>21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.</p> <p>21.3 No bid may be modified after the deadline for submission of bids.</p> <p>21.4 No bid may be withdrawn in the interval between the deadline for submission of 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, pursuant to the ITB Clause 15.7.</p> |

E. Opening and Evaluation of Bids

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| 22. Opening of Bids by the Purchaser | <p>22.1 The Purchaser will open all bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign an attendance sheet evidencing their presence.</p> <p>22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.</p> <p>22.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.</p> <p>22.4 The Purchaser will prepare minutes of the bid opening.</p> |
| 23. Clarification of Bids | 23.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or |

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| | permitted. |
| 24.Preliminary Examination | <p>24.1 The Purchaser will examine the 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.</p> <p>24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price 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. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.</p> <p>24.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.</p> <p>24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive 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 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.</p> <p>24.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p> |
| 25.Qualification & Evaluation of Bids | <p>25.1 In the absence of prequalification, the Purchaser will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.</p> <p>25.2 The determination will take into account the Bidder's financial, technical, and production 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 13.3, as well as such other information as the Purchaser deems necessary and appropriate.</p> <p>25.3 The Purchaser will technically evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24, as per Technical Specifications required</p> <p>25.4 The Purchaser's financial evaluation of a bid will be on delivered duty paid (DDP) firm price inclusive of prevailing taxes and duties.</p> |
| 26. Contacting the Purchaser | <p>26.1 Subject to ITB Clause 23, no Bidder shall contact the Purchaser on any matter relating to its bid, from the time of the bid opening to the time 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 Purchaser, it should do so in writing.</p> <p>26.2 Any effort by a Bidder to influence the Purchaser during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid.</p> |

F. Award of Contract

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| <p>27. Award Criteria</p> | <p>27.1 Subject to ITB Clause 29, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.</p> |
| <p>28. Purchaser's Right to Vary Quantities at Time of Award</p> | <p>28.1 The Purchaser reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.</p> |
| <p>29. Purchaser's Right to Accept or Reject All Bids</p> | <p>29.1 The Purchaser reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to contract award, without thereby incurring any liability to the Bidder or bidders or any obligation to inform the Bidder or bidders of the grounds for the Purchaser's action.</p> |
| <p>30. Notification of Award</p> | <p>30.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful Bidder in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.</p> <p>30.2 The notification of award will constitute the formation of the Contract.</p> <p>30.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 32, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.</p> |
| <p>31. Signing of Contract</p> | <p>31.1 At the same time as the Purchaser notifies the successful Bidder that its bid has been accepted, the Purchaser will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.</p> <p>31.2 Within seven (07) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Purchaser.</p> |
| <p>32. Performance Security</p> | <p>32.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Purchaser.</p> <p>32.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 31 or ITB Clause 32.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call for new bids.</p> |
| <p>33. Corrupt or Fraudulent Practices</p> | <p>33.1 The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this</p> |

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| | <p>provision, the terms set forth below are defined as follows:</p> <ul style="list-style-type: none"> (i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and (ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency, (iii) “collusive practice” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition; <ul style="list-style-type: none"> (b) The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question; (c) The Procuring Agency will sanction a firm, in accordance with prevailing Blacklisting procedures under Punjab Procurement Rules 2014, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract. <p>33.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 5.4 and sub-clause 24.1 of the General Conditions of Contract.</p> |
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Part-I

Section II. Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

| Introduction | |
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| ITB 1.1 | Name of Procuring Agency: <i>Provincial Disaster Management Authority, Punjab</i> |
| ITB 4.1 | Name of Purchaser: <i>Provincial Disaster Management Authority, Punjab</i> |
| ITB 6.1 | For clarification purposes, the Employer's address is: <i>Director General, Provincial Disaster Management Authority, Punjab, 152-B, New Muslim Town, Lahore.</i> Requests for clarification shall be received by the Employer before three days of closing date. |
| ITB 8.1 | Language of the bid – English |
| Bid Price and Currency | |
| ITB 11.2 | The price quoted shall be Delivered Duty Paid at the following locations in accordance with the Schedule of Requirements including the delivery charges. |
| ITB 11.5 | The price shall be in Pak Rupees, unconditional, firm and fixed. |
| Preparation and Submission of Bids | |
| ITB 13.2 | NTN, PST and GST Registration Certificate |
| ITB 13.3 (b) | Declared Income Tax Returns for the last Three financial years (up to June 2024). |
| ITB 15.1 | Amount of Bid Security: Bids shall be in the prescribed format, sealed and accompanied by the Bid Security in the form of Call Deposit, Bank Draft, or Pay Order in favor of <i>Director General, Provincial Disaster Management Authority, Punjab 152-B, New Muslim Town, Lahore</i> having its validity 180 days from the date of opening of bid. |
| ITB 16.1 | Bid Validity Period: 180 days after the date of opening of bid. |
| ITB 17.1 | Address for Bid Submission: <i>Office of Director General, Provincial Disaster Management Authority, Punjab 152-B, New Muslim Town, Lahore.</i> |
| ITB 18.1 | IFB Title and Number: <i>Director General, Provincial Disaster Management Authority, Punjab 152-B, New Muslim Town, Lahore.</i> |
| ITB 19.1 | Deadline for Bid Submission: 11:00 a.m. 08.07.2025. |
| ITB 20.1 | Time, Date, and Place for Bid Opening: <i>11:30 a.m., on 08.07.2025.</i> Office of <i>Director General, Provincial Disaster Management Authority, Punjab 152-B, New Muslim Town, Lahore.</i> |

| Bid Evaluation | |
|-----------------------|--------------------------------------------------------------------------------------------------------|
| ITB 21.1 | Criteria for bid evaluation: <i>Lowest, unconditional firm and final Price inclusive of all</i> |

| <i>applicable taxes, offered by the qualified responsive bidder.</i> | |
|----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sr. No. | Item |
| 1. | PARTICIPATION RESTRICTION |
| | <ul style="list-style-type: none"> i. No Prospective Bidder may technically qualify if it owns more than five percent (5%) of the share (directly or indirectly, in terms of voting rights and/or rights to dividends) of another Prospective Bidder or is a member of another bidding company / firm. ii. No Prospective Bidder may technically qualify if it has any representative on the Board of Directors of another Prospective Bidder. iii. No Prospective Bidder may technically qualify if any of BOR's advisors or external consultants holds any shares or has any representatives in the Board of Directors of the Prospective Bidder or is a member of another bidding company / firm. iv. No Prospective Bidder may qualify if it has affiliation (first kin only) with any employee of Board of Revenue, Punjab. v. Bidders may form a joint venture of two or more Bidders. An Agreement signed by all the partners shall be submitted with the Tender. vi. In case of Joint Venture one of the partners shall be authorized to, be in charge, incur liabilities, receive payments and receive instructions for and on behalf of any or all partners. A power of attorney to that effect, legally executed, signed by all the partners shall be submitted with the Tender. vii. However Limited Companies and Partnership firms would be considered as single entity. viii. In joint venture partner(s) jointly must satisfy all conditions of the Tender Documents/eligibility criteria to be eligible as qualified bidder. ix. In the case of a joint venture, consortium, or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with the terms and conditions of the Contract. The joint venture, consortium, or association shall nominate a Lead Member as nominated in the BDS, who shall have the authority to conduct all business for and on behalf of any and all the members of the joint venture, consortium, or association during the Bidding process, and in case of award of contract, during the execution of contract. x. The appointment of Lead Member in the joint venture, consortium, or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency. xi. Any agreement that forms a joint venture, consortium or association shall be required to be submitted as part of the Bid and shall be attested. xii. Any bid submitted by the joint venture, consortium or association shall indicate the part of proposed contract to be performed by each party and each party shall be evaluated or post qualified with respect to its contribution only and the responsibilities of each party and shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority. |
| 2. | INELIGIBILITY OF A PROSPECTIVE BIDDER |
| | <ul style="list-style-type: none"> i. If the Prospective Bidder has been barred / blacklisted from participating in any project by any federal, provincial or local government or any government instrumentality in Pakistan, whereas the bar subsists as on the request for Request for Tender advertisement publication date in newspaper, such entity shall not be eligible to participate in bidding and contract process, either individually or as a member of another bidding company. Any concealment at any later stage would automatically lead to cancellation of Bid and contract with appropriate ancillary damages as determined by Director General, Provincial Disaster Management Authority, Punjab 152-B, New Muslim Town, Lahore. |

| | <ul style="list-style-type: none"> ii. A Prospective Bidder in the 3 (three) years preceding the Request for Tender date in newspaper should not have: iii. Failed to perform any contract, as evidenced by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Prospective Bidder as the case may be; or iv. has been expelled from any project or contract by any public entity or authority; or v. had any contract terminated by any government or government instrumentality for breach by such Prospective Bidder. vi. Should not have defaulted on any account on any previous or current contract with Government of the Punjab. Such entity shall not be eligible to participate in bidding and contract process, either individually or as a member of another bidding company. vii. Any concealment or later discovery of any default, concealment or misrepresentation by any means at any later stage would automatically lead to cancellation of bid and Contract with appropriate ancillary damages as determined by <i>Director General, Provincial Disaster Management Authority, Punjab, 152-B, New Muslim Town, Lahore.</i> | | | | | | | | | | | | | | | |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--|-------|---|------------------------------------------|----|---|--------------------|----|---------------|--|------------|-------------------------|--|-----------|
| 3. | ELIGIBILITY REQUIREMENTS (MANDATORY DOCUMENTS) | | | | | | | | | | | | | | | |
| i. | Copy of CNIC & 2 Passport Size Colour Photographs in case of Sole Proprietor | | | | | | | | | | | | | | | |
| ii. | Copy of CNIC & Passport Size Colour Photographs of Power of Attorney holder of applicant to represent the applicant | | | | | | | | | | | | | | | |
| iii. | Annex-A with relevant documents. | | | | | | | | | | | | | | | |
| iv. | Annex-B with relevant documents (Last Three Year's declared Income Tax Returns up to 30 th June 2024). | | | | | | | | | | | | | | | |
| v. | Annex-C with relevant documents (Power of Attorney, if applicable). | | | | | | | | | | | | | | | |
| vi. | Annex-D with relevant documents (Affidavit of Non-Black listing). | | | | | | | | | | | | | | | |
| vii. | Bid Security as per Schedule in the shape of CDR/DD/Pay Order (PDF will upload with " Technical Bid " and original shall be submit in office) in the name of <i>Director General, Provincial Disaster Management Authority, Punjab 152-B, New Muslim Town, Lahore.</i> | | | | | | | | | | | | | | | |
| | QUALIFICATION CRITERIA | | | | | | | | | | | | | | | |
| | <p>Technical Proposal will be based on applicant's meeting the following qualification criteria regarding their financial soundness, firm's relevant experience, production/supply (ex-stock) capability/capacity and other relevant information as demonstrated by the applicant's response in the Forms attached to the Letter of Application Marks shall only be given if the Forms are filled by the applicant as per instructions given in this Document. Overall 70 marks are required to qualify in the below qualification criteria:</p> <div style="border: 1px solid black; padding: 5px;"> <p>Technical Proposal will be based on applicant's meeting the following qualification criteria regarding their financial soundness, firm's relevant experience, production/supply (ex-stock) capability/capacity and other relevant information as demonstrated by the applicant's response in the Forms attached to the Letter of Application Marks shall only be given if the Forms are filled by the applicant as per instructions given in this Document. Overall 70 marks are required to qualify in the below qualification criteria;</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center;">Sub-Category</th> <th style="text-align: center;">Marks</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">A</td> <td>Financial Soundness (Financial Position)</td> <td style="text-align: center;">50</td> </tr> <tr> <td style="text-align: center;">B</td> <td>General Experience</td> <td style="text-align: center;">50</td> </tr> <tr> <td colspan="2" style="text-align: center;">Total:</td> <td style="text-align: center;">100</td> </tr> <tr> <td colspan="2" style="text-align: center;">Qualifying Marks</td> <td style="text-align: center;">70</td> </tr> </tbody> </table> </div> | Sub-Category | | Marks | A | Financial Soundness (Financial Position) | 50 | B | General Experience | 50 | Total: | | 100 | Qualifying Marks | | 70 |
| Sub-Category | | Marks | | | | | | | | | | | | | | |
| A | Financial Soundness (Financial Position) | 50 | | | | | | | | | | | | | | |
| B | General Experience | 50 | | | | | | | | | | | | | | |
| Total: | | 100 | | | | | | | | | | | | | | |
| Qualifying Marks | | 70 | | | | | | | | | | | | | | |

The financial capability of the applicant/bidder would be evaluated by **Annual Average Turnover** as per declared Income Tax Returns for the last 03 Financial Years ending 30.06.2024 as per duly filled.

| S# | Particulars | Marks |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|
| A | <p>Financial Soundness (Financial Position) Last three-year Annual Income Tax Returns:</p> <ul style="list-style-type: none"> • Average Turnover of 60 Million or above (50 Marks) • Average Turnover of 50 Million or above (40 Marks) • Average Turnover of 40 Million or above (30 Marks) • Average Turnover of 30 Million or above (20 Marks) • Average Turnover of 20 Million or above (10 Marks) • Average Turnover of Less than 20 Million (No Marks) <p style="text-align: center;">Total 50 Marks</p> | 50 |
| B | <p>Relevant Experience:</p> <ul style="list-style-type: none"> • Relevant experience of Provision of similar nature of projects during last five years. • 10 Mark for each relevant experience/ project/ work order. • Total 50 Marks | 50 |

Contract Award

ITB 22.1 Percentage for quantity increase or decrease: **15 % of total contract value**

TECHNICAL SPECIFICATIONS

LOT 1: SPECIFICATIONS OF HYGIENE KITS

| Description | Specification |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| General Information and Description | <p>The Hygiene kits comprising various items pertaining to personnel hygiene and will be suitable for a family of 6 people. The technical specification of this kits are generic, ensuring that the product in the kits can be provided / manufactured by different suppliers in the country with the common technical know-how and standard items from the local industry.</p> <p>According to its design, Hygiene kits should comply with all the technical requirements, criteria and parameters described in this document.</p> |
| Material | The kit items shall be manufactured locally in Pakistan, however, items manufactured by some other countries will also be accepted. |
| Composition of the kit | <ul style="list-style-type: none"> a) 1 x Towel-Cotton material of size 2 x 4 Feet(Pak/China made)(Grey Colour) b) 1 x Toothpaste with tooth 3 brushes (Medium)-Minimum 100 grams (Colgate or equivalent) c) 3 x Miswak-Minimum 8-10 inches in length d) 2 x Soap(100 grams) (Lux or equivalent) e) 2 x Soap(Dish wash 215 grams) (Max or equivalent) f) 2 x Laundry Soap-250 grams (Sufi or equivalent) g) 1 x Nail Cutter-Stainless steel(Pak/China made) h) Diapers Medium size (28 Diapers packet) (Pampers or equivalent) i) 1 x Wipes packet(25 cloth wipes) (with open/close lid on packet) (Pampers or equivalent) j) 3 x Cotton Roll(400 gms) k) 6 x Gauze packets of 10 pieces– sterilized l) 3 x disposable razors / shavers with a plastic handle in with strength rubbing foiling in a pack (Gillette or equivalent) m) 2 x roll of environmentally friendly toilet papers (Rose Patal or equivalent) n) 4 x Pieces of cotton cloth((Absorbent- length & width- 1 meter) o) 1 x Large comb(anti lice) with wide spikes (women style) p) 1 x Small plastic comb with small plastic spikes (men style) q) 1 x Liquid Mosquito repellent (45 ml). (Mospel or equivalent) |
| Packing | <p>All items to be packed in one master pack made of carton.</p> <p>Size: length 17”, width 13” , Height: 11” , Material: 3 layers floating 150gm. 3 layer craft paper 130gm. Stacking strength min 60 kg. Duly pasted with three clips on one corner.</p> <p>With GOP & PDMA Logos and design provided by PDMA. Content to be securely packed, preventing any damage or goods dispersion in the carton. Tooth paste tubes to be properly sealed. Set the packed and the net weights within the allowed tolerances, as per define in the contract. It is recommended to include in the package some leaflets containing key hygiene messages. The Packing bags have to be robust, improving stability, stack ability and keep the form under pressure. The costs of the bags have to be included in the offer.</p> |
| Expected Life | The kit must contain items with homogenous expiry dates. Kits are designed |

| | |
|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Span | as short term hygienic solution, particularly in support to emergency situation and is not a substitute of a more permanent hygienic solution. Overall items of kits shall have at least 70 % shelf life, under normal storage conditions, in dry, clean, and ventilated warehouses. |
| Manufacturing / Supplier Marking | No brand name, internet address, and other commercial marking on bags is allowed. However, each bag must include content list inside the bags. |
| Colour Logo | Colour logo of PDMA Punjab of 6 x 6 inches dia on both side of the packing carton to be printed / pasted at centre of the carton. |
| Pre-shipment Inspection | Pre-shipment inspection to be carried out before dispatches of kits to the required destination by designated officers of PDMA. The team or officer will conduct random inspection at the premises of supplier / manufacturer. The inspection to be carried randomly and visually for every lot of 1,000 kits. The kits shall be only dispatched, if accepted by inspection officers. |
| Delivery/ Dispatches of tents | The kits shall be delivered at the cost of vendor to the designated destination in coordination with PDMA. Delivery schedule to be shared with PDMA. All allied charges on account of loading and unloading shall bear by vendor. However, any change in destination to be mutually agreed by vendor and PDMA and shall be timely intimated to vendor for onwards transportation arrangement. |

LOT 2: SPECIFICATIONS OF FEMALE DIGNITY KIT

| Sr. # | Specification |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Disposable sanitary pads Mix Cotton, Large Size (8/9 piece) with disposable bag (Always ultra or equivalent) |
| 2 | Female underwear |
| 3 | Detergent/washing powder 50 gram ($\pm 5\%$) (Ariel or equivalent) |
| 4 | Tooth Brush (Dentist or equivalent) |
| 5 | Tooth paste 70 gram ($\pm 5\%$) Colgate or equivalent |
| 6 | Bath soap (100 grams) ($\pm 5\%$) Lux / Tibbet or equivalent |
| 7 | Small towel (20"x30") ($\pm 5\%$) (weight 210 gram) |
| 8 | Comb (standard size) |
| 9 | Liquid/hand sanitizer 100 ml (Dettol or equivalent) |
| 10 | Hair removing Cream (100 gram) ($\pm 5\%$) (EU or equivalent) |
| 11 | Whistle plastic |
| 12 | Small Flash light (15-20 cm long, 2.5-4 cm diameter, minimum 150 lumin, weight not more than 150 gm, rechargeable, Li-ion or AAA Battery with charging cable) |
| 13 | Nail Clipper/ Nail Cutter (Medium size) |
| 14 | Absorbent Cotton Cloth 1x1 meter (Red/Blue) |
| 15 | Packing: Above items should be packed in black color light weight leather / rexine zipper bag With PDMA & Govt of Punjab logos and design provided by PDMA |
| 16 | Expiry: All company packed items which have less than 70% shelf life will not be acceptable. |

Schedule of Requirements

The delivery Period will be hereunder.

DELIVERY SCHEDULE

| Particulars | Location | Quantity | Delivery period |
|---------------------------|----------------------------------------|-----------------|------------------------|
| Hygiene Kit | PDMA's Lahore / Muzaffargarh Warehouse | 1000 | 7-Days |
| Female Dignity Kit | PDMA's Lahore / Muzaffargarh Warehouse | 3000 | 7-Days |

Note. The above equipment shall be provided at the location identified by the Purchaser complete in all respects with installation, testing & commissioning.

Bid Submission Form

Date: _____

No: _____

To

**Director General,
Provincial Disaster Management Authority,
152-B, New Muslim Town, Lahore**

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver **the requisite service/work** 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, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Bid is accepted, we will furnish Call Deposit Receipt, Pay Order, Demand Draft, or Banker's Cheque from a Scheduled Bank of Pakistan **equivalent to 10% percent of the Contract Price** for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening under Clause 22 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated this _____ day of _____ 2025.

[signature]

[in the capacity of]

Duly authorized to sign Bid for and on behalf of _____

2. Manufacturer's Authorization Form

[See Clause 13.3 (a) of the Instructions to Bidders.]

3. Price Schedules

| Sr No. | Item/Description | Unit Price (Rs.) | Amount (In Words) |
|--------|------------------|------------------|-------------------|
| | | | |

Note:

1. In case of discrepancy between unit price and total, the unit price shall prevail.
2. The supplier has to provide the following free of cost:
 - i. Standard accessories.
 - ii. Technical and Operation Manual.

We agree and understand:

- i. That Quoted price is inclusive of all the applicable taxes in Pakistan.
- ii. That our rate is firm & final and unconditional.
- iii. That in case our bid (Price) found conditional, you are not bound to accept our Proposal and same will be liable to be rejected straightaway without any further consideration.

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Section I. Contract Forms

1. Contract Form

THIS AGREEMENT made the ____ day of _____ 2025 between *Director General, Provincial Disaster Management Authority, Punjab, 152-B, New Muslim Town, Lahore.* (hereinafter called “the Purchaser”) of the one part and *[name of Supplier]* of (hereinafter called “the Supplier”) of the other part:

WHEREAS the Purchaser invited bids for certain goods and ancillary services, viz. dismantling/shifting/installation/ of Generator Set, Office Furniture, Cooling System, and repair & maintenance of Chiller/ACs etc. from PDMA’s existing building, to PDMA’s new building at, Lahore and has accepted a bid by the Supplier for the supply of those goods and services in the sum of *[contract price in words and figures]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
 - (a) the Bid Form and the Price Schedule submitted by the Bidder;
 - (b) the Schedule of Requirements;
 - (c) the Technical Specifications;
 - (d) the General Conditions of Contract;
 - (e) the Special Conditions of Contract; and
 - (f) the Purchaser’s Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying 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 first above written.

Signed, sealed, delivered by ____ the ____ (for the Purchaser)

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

Part-II
Section II. General Conditions of Contract

| | |
|------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>1. Definitions</p> | <p>1.1 In this Contract, the following terms shall be interpreted as indicated:</p> <p>(a) “The Contract” means the agreement entered into between the Purchaser 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.</p> <p>(b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.</p> <p>(c) “The Goods” means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract.</p> <p>(d) “The Services” means those services ancillary 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, and other such obligations of the Supplier covered under the Contract.</p> <p>(e) “GCC” means the General Conditions of Contract contained in this section.</p> <p>(f) “SCC” means the Special Conditions of Contract.</p> <p>(g) “The Purchaser” means the organization purchasing the Goods, as named in SCC.</p> <p>(h) “The Purchaser’s country” is Islamic Republic of Pakistan.</p> <p>(i) “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.</p> <p>(j) “The Project Site,” where applicable, means the place or places named in SCC.</p> <p>(k) “Day” means calendar day.</p> |
| <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</p> | <p>3.2 For purposes of this Clause, “origin” means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results 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.</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 the latest issued by the concerned institution.</p> |

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|---------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 5. Use of Contract Documents and Information; Inspection and Audit by the Bank | <p>5.1 The Supplier shall not, without the Purchaser’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 Purchaser 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 Purchaser’s prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing 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 Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier’s performance under the Contract if so required by the Purchaser.</p> |
| 6. Patent Rights | <p>6.1 The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.</p> |
| 7. Performance Security | <p>7.1 Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Purchaser the performance security in the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier’s failure to complete its obligations under the Contract.</p> <p>7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Purchaser and shall be in one of the following forms:</p> <p>(a) a performance guarantee by a reputable bank located in Pakistan, in the form as requested in the bidding documents or another form acceptable to the Purchaser; or</p> <p>(b) a cashier’s or certified cheque.</p> <p>7.4 The performance security will be discharged by the Purchaser 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 | <p>8.1 The Purchaser 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 Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained 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), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.</p> <p>8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Purchaser 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 Purchaser.</p> |

| | |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>8.4 The Purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in Pakistan shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Purchaser 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> |
| 9. Packing | <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 Purchaser.</p> |
| 10. Delivery and Documents | <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 Documents to be submitted by the Supplier are specified in SCC.</p> |
| 11. Insurance | <p>11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is seller's responsibility.</p> |
| 612. Transportation | <p>12.1 The Supplier is required under the Contract to transport the Goods to a specified place of destination within the Purchaser's country, transport to such place of destination in the Purchaser's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.</p> |
| 13. Incidental Services | <p>13.1 The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or start-up of the supplied Goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and (e) Training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. <p>13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.</p> |
| 14. Spare Parts | <p>14.1 As specified in SCC, the Supplier may be required to provide any</p> |

| | |
|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | <p>or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:</p> <p>(a) such spare parts as the Purchaser may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(i) advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and</p> <p>(ii) following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p> |
| 15. Warranty | <p>15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Purchaser.</p> <p>15.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.</p> |
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.</p> <p>16.2 The Supplier's request(s) for payment shall be made to the Purchaser 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 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier.</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 or in the Purchaser's request for bid</p> |

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| | validity extension, as the case may be. |
| 18. Change Orders | <p>18.1 The Purchaser may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:</p> <p>(a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;</p> <p>(b) the method of shipment or packing;</p> <p>(c) the place of delivery; and/or</p> <p>(d) the Services to be provided by the Supplier.</p> <p>18.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.</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 written amendment signed by the parties.</p> |
| 20. Assignment | <p>20.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Purchaser's prior written consent.</p> |
| 21. Subcontracts | <p>21.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the bid. 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 3.</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 Purchaser 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 Purchaser 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 Purchaser 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 application 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 Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage</p> |

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| | <p>specified in SCC of the delivered price of the delayed Goods or unperformed Services for each day 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 Purchaser may consider termination of the Contract pursuant to GCC Clause 24.</p> |
| <p>24. Termination for Default</p> | <p>24.1 The Purchaser, 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 Purchaser pursuant to GCC Clause 22; or (b) if the Supplier fails to perform any other obligation(s) under the Contract. (c) if the Supplier, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. <p>For the purpose of this clause: <i>“Corrupt Practice”</i> means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. <i>“Fraudulent Practice”</i> means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.</p> <p>24.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.</p> |
| <p>25. 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 security, 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 Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.</p> <p>25.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser 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.</p> |

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| 26. Termination for Insolvency | 26.1 The Purchaser 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 Purchaser. |
| 27. Termination for Convenience | <p>27.1 The Purchaser, 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 Purchaser'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 within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:</p> <ul style="list-style-type: none"> (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 Supplier. |
| 28. Resolution of Disputes | <p>28.1 The Purchaser 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 Purchaser 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.</p> |
| 29. Governing Language | 29.1 The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language. |
| 30. Applicable Law | 30.1 The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan. |
| 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 fax and confirmed in writing 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 | 32.1 Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser. |

Part-II
Section III. Special Conditions of Contract

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

1. Definitions (GCC Clause 1)

GCC 1.1 (g)—The Purchaser is: *Director General, Provincial Disaster Management Authority, Punjab 152-B, New Muslim Town, Lahore.*

GCC 1.1 (h)—The Purchaser’s country is: *Islamic Republic of Pakistan*

GCC 1.1 (i)—The Supplier is: [Detail]

GCC 1.1 (j)—The Project Site is: *Lahore*

2. Country of Origin (GCC Clause 3)

3. Performance Security (GCC Clause 7)

GCC 7.1—The amount of performance security, as a percentage of the Contract Price, shall be upto 10% (Ten percent of the contract price) in the shape of non-recourse, irrevocable and unconditional bank guarantee from scheduled bank of Pakistan on the prescribed format attached with the bidding document.

4. Inspections and Tests (GCC Clause 8)

GCC 8.6—

Inspection and tests prior to delivery of goods and at final acceptance are:-
For being Brand New, bearing relevant reference numbers of the equipment (Certificate from supplier)

For Physical Fitness having No Damages (Certificate from supplier)

For the Country of Origin as quoted by the Supplier (Certificate from manufacturer)

For conformance to specifications and performance parameters, through Prior to delivery inspection (Third Party Validation /Inspection Report by the authorized personal of Purchaser).

5. Delivery and Documents (GCC Clause 10)

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

- (i) Copies of the Supplier’s invoice showing Goods’ description, quantity, unit price, and total amount;
- (ii) Original and two copies of the usual transport document (for example, a negotiable bill of lading, a non-negotiable sea waybill, an inland waterway document, an air waybill, a railway consignment note, a road consignment note, or a multimodal transport document (***In case of import item***)) which the buyer may require to take the goods;
- (iii) Copies of the packing list identifying contents of each package;
- (iv) Insurance Certificat ;

- (v) Manufacturer's or Supplier's Valid Warranty Certificate;
- (vi) Inspection Certificate issued by the Nominated Inspection Agency (if any), and the Supplier's Factory Inspection Report; and
- (vii) Certificate of Origin.
- (viii) The above documents would be required even if the equipment has already been imported and is available with the supplier ex-stock (*In case of import item*)

6. Insurance (GCC Clause 11)

GCC 11.1— The Goods supplied under the Contract shall be Delivered Duty Paid (DDP) under which risk is transferred to the Buyer after having been delivered. Hence insurance coverage is seller's responsibility. Since the Insurance is seller's responsibility they may arrange appropriate coverage (*In case of import item*).

7. Incidental Services (GCC Clause 13)

GCC 13.1—Incidental services to be provided are:

At site complete training of Purchaser's nominated staff regarding maintenance and operation of Goods.

The rate must include cost for all kinds of labor, inputs and material required for above, and all applicable government taxes and levies. In case a separate rate is not provided by the bidder for the above items, it shall be deemed to have been covered in the overall quoted cost.

8. Warranty (GCC Clause 15)

GCC 15.2 — In accordance with the provisions, the warranty period shall be 12 months (parts and labor warranty) from date of Handing Over (Final Acceptance) of the Goods whichever occurs earlier. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If, for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall, at its discretion, either:

- (a) Make such changes, modifications, and/or additions to the Goods or any part thereof as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC 4, **or**
- (b) Pay liquidated damages to the Purchaser with respect to the failure to meet the contractual guarantees. The rate of these liquidated damages shall be 0.07 % of the contract price per day. The maximum amount of liquidated damages for the whole of the goods or part thereof shall be 10% of the contract price. **or**
- (c) Replacement of the whole unit at site including transportation, installation, testing & commissioning etc. in case of major defect at his own cost.

GCC 15.4 & 15.5—the period for correction of defects in the warranty period is 48 hours.

9. Payment (GCC Clause 16)

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

10. Payment for Goods supplied:

Payment shall be made in Pak. Rupees in the following manner:

Payment against Delivered Goods: Upon submission of claim, the supplier shall be paid within thirty (30) days of receipt of the Goods at site after performing the requisite inspection and tests as mentioned in SCC 4.

12. Prices (GCC Clause 17)

GCC 17.1—Prices shall be: Unconditional, Firm and Fixed inclusive all taxes.

13. Liquidated Damages (GCC Clause 23)

GCC 23.1—Applicable rate: 0.07% of contract price per day

Maximum deduction: 10% of contract price

14. Resolution of Disputes (GCC Clause 28)

GCC 28.3 — The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Purchaser and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the Pakistan Arbitration Act, 1940.

15. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: English.

16. Applicable Law (GCC Clause 30)

GCC 30.1-The Contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan which includes the following legislation:

**PPRA Rules, 2014 amended up to 2016
Pakistan Arbitration Act, 1940.**

17. Notices (GCC Clause 31)

GCC 31.1—Purchaser’s address for notice purposes –

*Director General,
Provincial Disaster Management Authority, Punjab,
152-B, New Muslim Town, Lahore*

—Supplier’s address for notice purposes:

**Part-III
Section III. Annexures****General Particulars of Applying Firm/Company/Contractor**

| | |
|-------------------------------------|--|
| Firm's Information | |
| Name of Firm/Company | |
| Complete Postal Address | |
| Phone | |
| Contact Person / Designation | |
| Mobile Number | |
| E-Mail | |
| Fax Number | |
| Type of Organization | |
| Place of Incorporation/Registration | |
| Year of Incorporation/Registration | |
| Validity | |
| National Income Tax & GST/PST No. | |

Financial Soundness

Name of Firm: _____

Applicant applying for short listing is required to provide financial information to demonstrate that they meet the requirement of Evaluation Criteria. If necessary, use separate sheet(s) to provide complete information.

| | | |
|--------|------------------------------------------------------------------------------------|---------------------------------|
| Banker | Name of Banker | |
| | Address of Banker | |
| | Bank Statement for last three years ending on 30.6.2024 with Banks covering letter | |
| | Attach Copies of declared Income Tax Returns | |
| | Telephone | Contact Name & Title |
| | Fax | Telex |

Summarize documented information in Pak Rupees for the previous three years:

| Financials (PKR) Millions | FY 2021-2022 | FY 2022-2023 | FY 2023-24 |
|----------------------------------------------------------|--------------|--------------|------------|
| Annual Turnover as per declared Income Tax Return | | | |
| Income Tax deducted | | | |

Power Of Attorney
(DULY REGISTERED)
(On a Stamp Paper of appropriate value)

Know all, by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. _____ R/o _____ having CNIC _____ who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for providing services and including signing and submission of all documents and providing information/ responses to PDMA, Punjab, representing us in all matters before Government of Pakistan, and generally dealing with PDMA, Punjab in all matters in connection with our request for Tender.

Signed: _____

Name: _____

CNIC: _____

Address: _____

Date: _____

Place: _____

STAMP OF COMPANY

SUMMARY OF PROJECTS COMPLETED DURING LAST (05) YEARS

Name of Firm:

If necessary, use separate sheet(s) to provide complete information.

| Name of Project | Year Completion | of | Location | Value in PKR (Millions) |
|------------------------|----------------------------|-----------|-----------------|------------------------------------|
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Each project provided in this form requires a corresponding **Annex-E and adequate documentary evidence in order to be eligible for consideration.*

DETAILS OF PROJECTS COMPLETED IN LAST (05) YEARS

Name of Firm: _____

A separate form with adequate documentary evidence (Agreement indicating Cost of Project) shall be provided for each project in Annex-E.

| | |
|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. | Name of Contract |
| | Location |
| 2. | Name of Employer |
| 3. | Employer Address |
| 4. | Nature of Works and special features of the contract |
| 5. | Contract Role (Tick One) (a) Sole Contractor (b) Sub- Contractor (c) Member in a JV |
| 6. | Value of the total contract (in specified currencies) at completion, or at date of award for current contract PKR..... USD..... |
| 7. | Date of Award |
| 8. | Date of Completion |
| 9. | Contract Duration (Years and Months) _____Years _____Months |

Affidavit for not having been Blacklisted/Barred/Defaulted
ON JUDICIAL STAMP PAPER DULY NOTORIZED

1. The candidate firm/company/proprietor hereby declares that it has not been ever barred/ blacklisted from participating in any project by PDMA or PPRA for general in whole Punjab.
2. The candidate firm/company/proprietor further declares that since the 5 (five) years preceding the Request for Tender date in newspaper it has NOT:
 - i. Failed to perform any contract, as evidenced by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Prospective Bidder as the case may be; or
 - ii. had any contract terminated by any government of the Punjab for breach by such Prospective Bidder.
 - iii. defaulted on any account on any previous or current contract with Government of the Punjab, Lahore.
 - iv. defaulted for recovery of amount (s) is (are) pending for any previous or current contract with Government of the Punjab, Lahore.
3. That any concealment or later discovery of any default, concealment or misrepresentation by any means at any later stage would automatically lead to cancellation of bid and Contract with appropriate ancillary damages as determined by ***Director General, Provincial Disaster Management Authority, Punjab 152-B, New Muslim Town, Lahore.***

Signed: _____
CNIC: _____
Date: _____

Name: _____
Address: _____
Place: _____

| CHECK LIST / INDEX | | | | |
|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------|---------------|
| Sr. # | Particulars | Yes | No. | Page # |
| 1 | Copy of CNIC & 2 Passport Size Colour Photographs in case of Sole Proprietor | | | |
| 2 | Copy of CNIC & Passport Size Colour Photographs of Power of Attorney holder of applicant to represent the applicant | | | |
| 4 | Annex-A | | | |
| 5 | Annex-B (Last Three Year's declared Income Tax Returns up to 30 th June 2024). | | | |
| 6 | Annex-C (Power of Attorney, if applicable). | | | |
| 7 | Annex-D | | | |
| 8 | Annex-E with relevant documents | | | |
| 9 | Annex-F (Affidavit of Non-Black listing on stamp paper worth Rs.100/-). | | | |
| 11 | Bid Security as per Schedule in the shape of CDR/DD/Pay Order in the name of <i>Director General, Provincial Disaster Management Authority, Punjab, 152-B, New Muslim Town, Lahore.</i> | | | |

Signed: _____
CNIC: _____
Date: _____

Name: _____
Address: _____
Place: _____