BIDDING DOCUMENT

Procurement of Air Conditioners, Air Purifiers & LEDs for PERA HQ

(Single Stage Two Envelop Procedure)

(National Competitive Bidding)

November 26, 2025

PUNJAB ENFORCEMENT AND REGULATORY AUTHORITY (PERA)

Submission Date for e-Bids on EPADS: December 18, 2025, on or before 02:00 PM

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Section-I: Invitation to Bids

1.1 INVITATION TO BID

Punjab Enforcement & Regulatory Authority (PERA) an authority established through the enactment of the Punjab Enforcement & Regulation Act, 2024 by the Government of Punjab (GoPb) with an aim to streamline regulatory measures across the Punjab for better and more effective enforcement of special laws.

Sealed bids are invited from established firms/companies/organizations/Suppliers for "**Procurement of Air Conditioners, Air Purifiers & LEDs for PERA HQ**" (hereafter called as bidders). All interested and eligible bidders are requested to go through the bidding document and provide relevant information along with supporting documents mentioned in this bidding document and must be submitted online through EPADS.

Invitation to Bid for Procurement of Air Conditioners, Air Purifiers & LEDs for PERA HQ

Punjab Enforcement & Regulatory Authority (PERA) an authority established through the enactment of the Punjab Enforcement & Regulation Act, 2024 by the Government of Punjab (GoPb) with an aim to streamline regulatory measures across the Punjab for better and more effective enforcement of special laws.

PERA invites bids under framework contract through single stage two envelopes bidding procedure from well-reputed, experienced and tax registered companies / firms/ organization/ supplier against the above-mentioned services. The interested firms/ companies/ organization/ supplier can obtain the bidding document containing all details with its evaluation criteria and terms & conditions from PERA website (www.pera.punjab.gov.pk)), PPRA website (www.ppra.punjab.gov.pk) and e-Pak Acquisition and Disposal System (e-PADS) (https://punjab.eprocure.gov.pk).

The URL of the website of PPRA is (https://eproc.punjab.gov.pk/ActiveTenders.aspx) response time shall be calculated exclusively from the date of publication of the advertisement on the website of the PPRA.

Lot No	Description	Procurement No.	Contract Tenure	Bid Submission Deadline (Date & Time)	Technical Bid Opening Date & Time	Estimated Cost (PKR)	Bid Security 2% (PKR)
1	Procurement of Air Conditioners, Air Purifiers & LEDs for PERA HQ	DG(PERA)/P&C 7/2025-26	One Year	December 18, 2025 before 02:00 PM	December 18, 2025 at 02:30 PM	35 Mn	0.7 Mn

Important Information:

- The companies/ firms registered on e-PADS are eligible for participation in the tendering Process.
- Bids submitted only through EPADS shall be accepted while submission by any other means shall be rejected.
- The e-Bids will be opened in the presence of the Bidders' representatives who may choose to be present at the address below on the date and time stated above.
- In the case of official holiday on the day of submission, the next day will be treated as closing date (time of closing and opening of application will remain the same).
- The procedure shall be governed in accordance with the Punjab Procurement Rules 2014 and regulations amended from time to time
- PERA shall not be responsible for any cost incurred in the bidding process and reserves the right to cancel the process at any stage as per Rule 35 of the Punjab Procurement Rules 2014.

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Section-II: Instructions to Bidders (ITB)

Note: - All the procurement procedures shall be conducted in accordance with Punjab Procurement Authority Act-2009 and Punjab Procurement Rules-2014, Amended till date of advertisement. In case of any conflict between the provision of this document and PPRA Act-2009/ PPRA Rules-2014, the latter shall prevail.

2.1. Introduction

2.1.1 Scope of Bid

i) The Procuring Agency (PA), as indicated in the Bid Data Sheet (BDS) invites Bids for the Procurement of Air Conditioners, Air Purifiers & LEDs for PERA HQ as specified in the Section-IV Bid Data Sheet (BDS) and Section III – Technical Specifications & Section VII- Schedule of Requirements. The successful Bidders will be expected to deliver, install/ commissioning) the goods within the specified period and timeline(s) as stated in the BDS.

2.1.2 Source of Funds

i) The Procuring Agency named in the Bid Data Sheet has received a budget from the Government of Punjab. The Procuring Agency intends to apply the provided funds/ a portion of this budget to make eligible payments under the contract for which the Invitation to bids has been issued.

2.1.3 Eligible Bidders

i) The Invitation to Bids is open to all Suppliers i.e. association of firms/companies/sole proprietor/ JVs, registered with relevant Registration Authorities and Tax Departments/Authorities (Income Tax, Sales Tax & Punjab Sales Tax etc.) *[***as specified in Section-IV Bid Data Sheet (BDS)***]*, except as provided hereinafter.

ii) Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring Agency to provide consultancy services for the preparation of the design, specifications, and other documents to be used for the procurement of the Goods to be purchased under this Invitation to Bids.

iii) Government-owned enterprises may participate only if they are duly/legally authorized in this regard by the respective/relevant competent forum/authority.

iv) Bidders shall not be under a declaration of blacklisting by the Procuring Agency.

v) 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.

vi) 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.

vii) Any agreement that form a joint venture, consortium or association shall be required to be submitted as part of the Bid and shall be attested.

viii) 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.

ix) The invitation for Bids is open to all prospective bidder/Supplier subject to any provisions or licensing/regulatory requirements issued by the

respective national/ provincial professional statutory body established for that particular trade or business.

x) A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this Bidding process, if they:

a) are 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.
b) have controlling shareholders in common; or
c) receive or have received any direct or indirect subsidy from any of them; or
d) have the same legal representative for purposes of this Bid; or
e) have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this Bidding process; or
f) submit more than one Bid in this Bidding process, However, this does not limit the participation of subcontractors in more than one Bid.

xi) A Bidder may be ineligible if –

(a) the Bidder is declared bankrupt or, in the case of company or firm, insolvent;

(b) payments in favor of the Bidder is suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy and resulting, in accordance with the national laws, in the total or partial loss of the right to administer and dispose of its property;

(c) legal proceedings are instituted against such Bidder involving an order suspending payments and which may result, in accordance with the national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of the property;

(d) the Bidder is convicted, by a final judgment, of any offence involving professional conduct;

(e) The Bidder is debarred and blacklisted due to involvement in corrupt and fraudulent practices in accordance with the provision of section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

(f) The Bidder is debarred and blacklisted in general (i.e. to the extent of all public procurement) due to consistent performance failure in accordance with the section 17A of PPRA Act, 2009 and Rule-21, read with Schedule appended with, Punjab Procurement Rules, 2014.

(g) The firm, Supplier and contractor is blacklisted/ debarred by any international organization.

xii) Bidders shall provide to the Procuring Agency evidence of their eligibility, proof of compliance with the necessary legal requirements to carry out the contract effectively.

xiii) Bidders shall provide such evidence of their continued eligibility satisfactory to the Procuring Agency, as the Procuring Agency shall reasonably request.

xiv) Bidders shall submit proposals relating to the nature, conditions and modalities of sub-contracting wherever the sub-contracting of any elements of the contract amounting to more than ten percent of the Bid price is envisaged.

2.1.4. Eligible Goods and Services

i) All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, defined in the *Bid Data Sheet (BDS/Technical Specification)*, and all expenditures made under the contract will be limited to such goods and related services.

ii) For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

iii) The origin of goods and services is distinct from the nationality of the Bidder. *In any case, the requirements of Rules 10 & 26 of PPR-14, shall be followed.*

2.1.5. Cost of Bidding

i) 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 Procuring Agency," will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Bidding process.

2.1.6. One person one bid

i) As per Rule 36A of Punjab Procurement Rules 2014, a Bidder shall submit only one Bid in the same bidding process, either individually as a Bidder or as a member in a joint venture or any similar arrangement.

ii) No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same Bidding process.

iii) A Bidder, if acting in the capacity of sub-contractor in any Bid, shall not submit bid for the same.

2.2. The Bidding Documents

2.2.1. Content of Bidding Documents

i) The goods required, Bidding procedures, and contract terms are prescribed in the Bidding documents. The Bidding documents, inter alia, include:

(a) Invitation to Bids

(b) Instructions to Bidders (ITB)

(c) Technical Specifications

(d) Bid Data Sheet

(e) General Conditions of Contract (GCC)

(f) Special Conditions of Contract (SCC)

(g) Schedule of Requirements

(h) Bid Form

(i) Bidder Profile Form

(j) General Information Form

(k) Affidavit

(l) Bid Security Form

(m) Technical Bid Form

(n) Contract Form

(o) Financial Bid Form / Price Schedule

(p) Performance Guarantee Form

(q) Check List

ii) The Bidder is required to examine all instructions, forms, terms, and specifications in the Bidding documents. Failure to furnish all information as required by the Bidding documents or to submit a Bid not substantially responsive to the Bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its Bid.

iii) In case of discrepancies between the Invitation to Bid and the Bidding Documents listed in **ITB 2.2.1 (i)** above, the said Bidding Documents, not in conflict with any provision of PPR-14, will take precedence.

iv) The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda, if they were not obtained directly from the Procuring Agency or from its website or website of PPRA. Re-confirming from the Procuring Agency that all pages/ contents have been properly and clearly received is the prime responsibility of the Bidder.

2.2.2. Clarification of Bidding Documents

i) A prospective Bidder requiring any clarification of the Bidding documents may notify the Procuring Agency in writing through EPADS as indicated in Invitation to Bid/ Tender Notice/ Advertisement. The Procuring Agency will respond in writing to any request for clarification of the Bidding documents which it receives no later than seven (7) days prior to the deadline for the submission of Bids prescribed in the Bid Data Sheet. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying) will be sent to all prospective Bidders that have received the Bidding documents.

ii) A prospective Bidder requiring any clarification of the Bidding Documents may notify the Procuring Agency in writing or in electronic form that provides record of the content of communication at the Procuring Agency's address indicated in the **BDS.**

iii) The Procuring Agency will within three (3) working days after receiving the request for clarification, respond in writing or in electronic form to any request for clarification provided that such request is received not

later than seven (7) days prior to the deadline for the submission of Bids. As prescribed in **ITB 2.2.2 (i), above.** However, this clause shall not apply in case of alternate methods of Procurement.

iv) Copies of the Procuring Agency's response will be forwarded to all identified Prospective Bidders through an expeditious identified source of communication, e.g.: e-mail etc., including a description of the inquiry, but without identifying its source.

v) Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under **ITB 2.2.3.**

vi) If indicated **in the BDS**, the Bidder's designated representative is invited at the Bidder's cost to attend a pre-Bid meeting at the place, date and time mentioned **in the BDS**. During this pre-Bid meeting, prospective Bidders may request clarification of the schedule of requirement, the Evaluation Criteria or any other aspects of the Bidding Documents.

vii) Minutes of the pre-Bid meeting, if applicable, including the text of the questions asked by Bidders, including those during the meeting (without identifying the source) and the responses given, together with any responses prepared after the meeting will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-Bid meeting shall be made by the Procuring Agency exclusively through the use of an Addendum pursuant to ITB 2.2.3. Non-attendance at the pre-Bid meeting will not be a cause for disqualification of a Bidder.

2.2.3. Amendment of Bidding Documents

i) At any time prior to the deadline for submission of Bids, but not later than three (3) days before the closing time of the submission of Bid, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding documents by amendment. Any such change/amendment in the Bidding documents shall be provided in a timely manner, preferably through

electronic means also, not later than three (3) days, and on equal opportunity basis as per Rule-25(3) of PPR-14.

ii) All prospective Bidders that have received the Bidding documents will be notified of the amendment in writing or by email, and will be binding on them.

iii) Before the deadline for submission of Bids, the Procuring Agency for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder or pre-Bid meeting may modify the Bidding Documents by issuing addenda.

iv) Any addendum issued including the notice of any extension of the deadline shall be part of the Bidding Documents and shall be communicated in writing or in any identified electronic form, e.g. email that secures record of the content of subject communication.

v) In order to allow prospective Bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of Bids, as per rule 29 of PPR-14, in the manner similar to the original advertisements, so as to avoid any inconvenience and to doubly ensure level playing field for all prospective bidders.

2.3. Preparation of Bids

2.3.1. Language of Bid

i) The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.

2.3.2. Bid Form

i) The Bidder shall complete the Bid Form and the appropriate Price Schedule (Financial Bid) furnished in the Bidding documents, indicating indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices or as specified in BDS.

2.3.3. Bid Prices

i) The Bidder shall indicate on form 8.10 the unit prices (where applicable) and total Bid price of the goods it proposes to supply under the contract.

ii) Prices indicated on the Price Schedule shall be item wise/ package wise.

iii) The Bidder's separation of price components in accordance with ITB Clause 2.3.3(ii) above will be solely for the purpose of facilitating the comparison of Bids by the Procuring Agency and will not in any way limit the Procuring Agency's right to contract on any of the terms offered.

iv) Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A Bid submitted with an **adjustable price quotation** will be treated as non-responsive and may be rejected.

2.3.4. Bid Currencies

i) Prices shall be quoted in **Pak Rupees** unless otherwise specified in the Bid Data Sheet.

2.3.5. Documents Establishing Bidder's Eligibility and Qualification

i) Pursuant to ITB Clause 2.1.3, the Bidder shall furnish, as part of its Bid, documents establishing the Bidder's eligibility to Bid and its qualifications to perform the contract if its Bid is accepted.

ii) The documentary evidence of the Bidder's eligibility to Bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its Bid, is eligible as defined under ITB Clause 2.1.3.

iii) The documentary evidence, of the Bidder's qualifications to perform the contract if its Bid is accepted, shall establish to the Procuring Agency's satisfaction:

(a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer [Manufacturer's Authorization form No. 8.3] or producer to supply the same in Pakistan;

(b) that the Bidder has the financial, technical, and production capability necessary to perform the contract;

(c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplier's maintenance, repair, and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and

(d) That the Bidder meets the qualification criteria listed in the Bid Data Sheet.

2.3.6. Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

i) Pursuant to ITB Clause 2.1.4, the Bidder shall furnish, as part of its Bid, documents establishing the eligibility and conformity to the Bidding documents of all goods and related services which the Bidder proposes to supply under the contract.

ii) The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule/Financial Bid Form of the country of origin of the goods and services offered which shall be confirmed by a **Certificate of Origin** issued at the time of shipment.

iii) The documentary evidence of conformity of the goods and services to the Bidding documents may be in the form of literature, drawings, data and shall consist of:

(a) a detailed description of the essential technical and performance characteristics of the goods;

(b) a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified in the Bid Data Sheet, following commencement of the use of the goods by the Procuring Agency; and

(c) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating **responsiveness** of the goods and services to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.

iv) For purposes of the commentary to be furnished, the Bidder shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procuring Agency in its Technical Specifications, are intended to be descriptive only and not restrictive.

v) Where a sample(s) is required by a procuring agency, the sample shall be:

(a) submitted as part of the bid, in the quantities, dimensions and other details requested in the **BDS**;
(b) carriage paid;
(c) received on, or before, the closing time and date for the submission of bids; and
(d) Evaluated to determine compliance with all characteristics listed in the **BDS**.

vi) The Procuring Agency may retain the sample(s) of the successful Bidder till the successful delivery of the goods. A Procuring Agency may reject the Bid if the sample(s)-

(a) do(es) not conform to all characteristics prescribed in the bidding documents; and
(b) is/are not submitted within the specified time clearly mentioned in the Bid Data Sheet.

vii) Where it is not possible to avoid using a propriety article as a sample, a Bidder shall make it clear that the propriety article is displayed only as an example of the type or quality of the goods being Bided for, and that competition shall not thereby be limited to the extent of that article only.

viii) Samples made up from materials supplied by a Procuring Agency shall not be returned to a Bidder nor shall a Procuring Agency be liable for the cost of making them.

ix) All samples produced from materials belonging to an unsuccessful Bidder may be kept by the Procuring Agency till thirty (30) days from the date of award of contract or exhaust of all the grievance forums (including those pending at Authority's Level or in some Court of Law).

x) **Pursuant to** the requirements as indicated in ITB 2.3.6**, the Bidder shall furnish, as part of its Bid, all those documents establishing the eligibility in conformity to the terms and conditions specified in the Bidding Documents for all goods and related services which the Bidder proposes to deliver.**

xi) The Bidder shall also furnish a list giving full particulars, including available sources and current prices of goods, spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period **specified in the BDS** following commencement of the use of the goods by the Procuring Agency.

xii) The required documents and other accompanying documents must be in English. In case any other language than English is used the pertinent translation attested by the embassy in country of manufacturer into English shall be attached to the original version.

2.3.7. Bid Security

i) The Bidder shall furnish, as part of its Bid, a Bid security in the amount specified in the Bid Data Sheet.

ii) The Bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security's forfeiture Pursuant to ITB Clause 2.3.6. (vii).

iii) The Bid security shall be in Pakistan Rupees and shall be in one of the following forms:

(a) Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque valid for Sixty (60) Days, beyond the validity of Bid.

iv) Any Bid not secured in accordance with ITB Clauses 2.3.7 (i) and (iii) may be rejected by the Procuring Agency as non-responsive.

v) Unsuccessful Bidders' Bid security will be discharged or returned as promptly as possible but not later than Thirty (30) days after the expiration of the period of Bid validity prescribed by the Procuring Agency pursuant to ITB Clause 2.3.7 (iii) (a) or along with unopened financial proposal as per rule 38(2)(a)(vii) of PPR-14, which shall take precedence, and is as under:

*"**38(2)(a)(vii)** the financial proposal of the Bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive Bidder, whichever is later:*

provided that the Procuring Agency may return the sealed financial proposal earlier if the disqualified or non-responsive Bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the Procuring Agency".

vi) The successful Bidder's Bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 2.6.1, and furnishing the Performance Guarantee, pursuant to ITB Clause 2.6.2.

vii) The Bid security may be forfeited:

a. if a Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

b. in the case of a successful Bidder, if the Bidder:

i. fails to sign the contract in accordance with ITB Clause 2.6.3; **or**

ii. fails to furnish Performance Guarantee in accordance with ITB Clause 2.6.2; or

iii. is blacklisted under relevant provisions of PPRA Act, 2009 and PPR-14.

2.3.8. Period of Validity of Bids

i) Bids shall remain valid for the period specified in the Bid Data Sheet after the date of Bid opening prescribed by the Procuring Agency. A Bid valid for a shorter period may be rejected by the Procuring Agency as non-responsive.

ii) In exceptional circumstances, the Procuring Agency may solicit the Bidder's consent to an extension of the period of validity (as per rule-28 of PPR-14). The request and the responses thereto shall be made in writing (or by email). The Bid security provided under ITB Clause 2.3.7 shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid security. A Bidder accepting the request will not be required nor permitted to modify its Bid.

2.3.9. Format and Signing of Bid

i) The Bidder shall prepare an original and the number of copies of the Bid indicated in the Bid Data Sheet, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall prevail.

ii) The original and the copy or copies of the 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, shall be initialed by the person or persons signing the Bid.

iii) Any interlineation, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the Bid.

iv) The original and the copy or copies of the Bid shall be typed or written in indelible ink and shall be signed by

the Bidder or a person or persons duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the **BDS** and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, shall be initialed by the person or persons signing the Bid.

v) Any interlineations, erasures, or overwriting shall be valid only if they are signed by the person or persons signing the Bidder.

vi) 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.

2.4. Submission of Bids

2.4.1 Sealing and Marking of Bids

i) As per Rule 24, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

ii) The inner and outer envelopes shall:

a. be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
b. bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation to Bids (ITB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE (time and date)," *[to be completed with the time and the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.4.2.]*

iii) 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".

iv) If the outer envelope is not sealed and marked as required by ITB Clause 2.4.1 (i), the Procuring Agency will assume no responsibility for the Bid's misplacement or premature opening.

v) In case of Single Stage One Envelope Procedure, the Bidder shall seal the original and each copy of the Bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope securely sealed in such a manner that opening and resealing cannot be achieved undetected.

Note: The envelopes shall be sealed and marked in accordance with the bidding procedure adopted as referred in Rule-38 of PPR-2014, which shall have precedence.

vi) The inner and outer envelopes shall:

a) be addressed to the Procuring Agency at the address given in the **BDS**; and

b) bear the title of the subject procurement or Project name, as the case may be as indicated in the **BDS**, the Invitation to Bids (ITB) title and number indicated in the **BDS**, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the **BDS**, pursuant to **ITB 2.4.2.**

vii) In case of Single Stage Two Envelope Procedure, The Bid shall comprise two envelopes submitted simultaneously, one called the Technical Proposal and the other Financial Proposal. Both envelopes to be enclosed together in an outer single envelope called the Bid. Each Bidder shall submit his bid as under:

a) Bidder shall submit his TECHNICAL PROPOSAL and FINANCIAL PROPOSAL in separate inner envelopes and enclosed in a single outer envelope.

b) ORIGINAL and each copy of the Bid shall be separately sealed and put in separate envelopes and marked as such.

c) The envelopes containing the ORIGINAL and copies will be put in one sealed envelope and addressed / identified as given in BDS.

viii) The inner and outer envelopes shall:

a) be addressed to the Procuring Agency at the address provided in the BDS;

b) bear the name and identification number of the contract as defined in the BDS; and provide a warning not to open before the time and date for bid opening, as specified in the BDS, pursuant to ITB 2.4.2;

c) In addition to the identification required in Sub-Clause (b) hereof, the inner envelope shall indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late" pursuant to ITB.2.4.3.

ix) If all envelopes are not sealed and marked as required by **ITB 2.4.1** or incorrectly marked, the Procuring Agency will assume no responsibility for the misplacement or premature opening of Bid.

2.4.2 Deadline for Submission of Bids

i) Bids must be received by the Procuring Agency at the address specified under BDS no later than the time and date specified in the Bid Data Sheet.

ii) The Procuring Agency may, at its discretion and as per rule 29 of PPR-14, extend this deadline for the submission of Bids by amending the Bidding documents in accordance with ITB Clause 2.2.2 & 2.2.3 in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

iii) Bids shall be received by the Procuring Agency at the address specified under **BDS** no later than the date and time specified in the **BDS.**

2.4.3. Late Bids

i) Any Bid received by the Procuring Agency after the deadline for submission of Bids prescribed by the

Procuring Agency pursuant to ITB Clause 2.4.2 will be rejected and returned unopened to the Bidder.

ii) The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline for submission of Bids.

iii) Any Bid received by the Procuring Agency after the deadline for submission of Bids shall be declared late, recorded, rejected and returned unopened to the Bidder.

2.4.4. Modification and Withdrawal of Bids

i) 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 Procuring Agency prior to the deadline prescribed for submission of Bids.

ii) The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of Clause (i) 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.

iii) No Bid may be modified after the deadline for submission of Bids.

iv) 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 (along with other remedies available under PPR-14), pursuant to the ITB Clause 2.3.7 (vii).

v) A Bidder may withdraw its Bid after it has been submitted, provided that written notice of the withdrawal of the Bid, is received by the Procuring Agency prior to the deadline for submission of Bids.

vi) Revised bid may be submitted after the withdrawal of the original bid before the deadline for submission of Bids.

2.5. Opening and Evaluation of Bids

2.5.1. Opening of Bids by the Procuring Agency

i) The Procuring Agency will open all Bids, in public, in the presence of Bidders' or their representatives who choose to attend, and other parties with a legitimate interest in the Bid proceedings at the place, on the date and at the time, specified in the **BDS**. The Bidders' representatives present shall sign a register as proof of their attendance.

ii) First, envelopes marked "WITHDRAWAL" shall be opened and read out and the envelope with the corresponding bid shall not be opened, but returned to the Bidder. No bid withdrawal shall be permitted unless the corresponding Withdrawal Notice contains a valid authorization to request the withdrawal and is read out at bid opening.

iii) Second, outer envelopes marked "SUBSTITUTION" shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding Original Bid being substituted, which is to be returned to the Bidder unopened. No envelope shall be substituted unless the corresponding Substitution Notice contains a valid authorization to request the substitution and is read out and recorded at bid opening.

iv) Next, outer envelopes marked "MODIFICATION" shall be opened. No Technical Proposal and/or Financial Proposal shall be modified unless the corresponding Modification Notice contains a valid authorization to request the modification and is read out and recorded at the opening of the Bids. Any Modification shall be read out along with the Original Bid except in case of Single

Stage Two Envelope Procedure where only the Technical Proposal, both Original as well as Modification, are to be opened, read out, and recorded at the opening. Financial Proposal, both Original and Modification, will remain unopened till the prescribed financial bid opening date.

v) Other envelopes holding the Bids shall be opened one at a time, in case of Single Stage One Envelope Procedure, the Bidders names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, the presence or absence of Bid Security, Bid Securing Declaration and such other details as the Procuring Agency may consider appropriate, will be announced by the Procurement Evaluation Committee.

vi) In case of Single Stage Two Envelope Procedure, the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the **BDS** in the presence of Bidders` designated representatives who choose to attend and other parties with a legitimate interest in the Bid proceedings. The Financial Proposals will remain unopened and will be held in custody of the Procuring Agency until the specified time of their opening.

vii) The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) Any other details as the Procuring Agency may consider appropriate.

viii) Bidders are advised to send in a representative with the knowledge of the content of the Bid who shall verify the information read out from the submitted documents.

Failure to send a representative or to point out any un-read information by the sent Bidder's representative shall indemnify the Procuring Agency against any claim or failure to read out the correct information contained in the Bidder's Bid.

ix) No Bid will be rejected at the time of Bid opening except for late Bids which will be returned unopened to the Bidder, pursuant to **2.4.3 (i).**

x) The Procuring Agency shall prepare minutes of the Bid opening. The record of the Bid opening shall include, as a minimum: the name of the Bidder and whether or not there is a withdrawal, substitution or modification, the Bid price if applicable.

xi) The Bidders' representatives who are present shall be requested to sign on the attendance sheet. The omission of a Bidder's signature on the record shall not invalidate the contents and affect the record.

xii) Minutes of the Financial Bid Opening shall be recorded and uploaded by the procuring agency on EPADS.

[if Procuring Agency opts for single stage one envelope procedure as per rule 38(1) of PPR-14, clause (vi) to (xiii) should be formulated accordingly by the procuring agency.]

2.5.2. Confidentiality

i) Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any other persons not officially concerned with such process until the time of the announcement of the respective evaluation report in accordance with the requirements of rule 37 of PPR-14.

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

iii) Notwithstanding ITB Clause 2.2.2 from the time of Bid opening to the time of contract award, if any Bidder wishes to contact the Procuring Agency on any matter related to the Bidding process, it should do so in writing or in electronic forms that provides record of the content of communication.

2.5.3. Clarification of Bids

i) As per rule 33(2) of PPR-14, to assist in the examination, evaluation and comparison of Bids and post-qualification of the Bidders, the Procuring Agency may, at its discretion, ask any Bidder for a clarification of its Bid including breakdown of prices. Any clarification submitted by a Bidder that is not in response to a request by the Procuring Agency shall not be considered.

ii) The request for clarification and the response shall be in writing or in electronic forms that provide record of the content of communication. In case of Single Stage Two Envelope Procedure, no change in the prices or substance of the Bid shall be sought, offered, or permitted. Whereas in case of Single Stage One Envelope Procedure, only the correction of arithmetic errors discovered by the Procuring Agency in the evaluation of Bids should be sought in accordance with ITB Clause 2.5.6.

iii) The alteration or modification in The Bid which in any way affect the following parameters will be considered as a change in the substance of a bid:

a) evaluation & qualification criteria;
b) required specification of the goods.
c) all securities requirements;

d) tax requirements;
e) Terms and conditions of bidding documents.
f) change in the ranking of the Bidder

iv) From the time of Bid opening to the time of Contract award if any Bidder wishes to contact the Procuring Agency on any matter related to the Bid it should do so in writing or in electronic forms that provide record of the content of communication.

2.5.4. Preliminary Examination

i) The Procuring Agency 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.

ii) Arithmetical errors will be rectified on the following basis:-

a. 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 may be rejected, and its Bid security may be forfeited.
b. If there is a discrepancy between words and figures, the amount in words will prevail.

iii) Prior to the detailed evaluation, the Procuring Agency will determine the substantial responsiveness of each Bid to the Bidding documents, pursuant to ITB Clause 2.5.5. 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 2.3.7), **Applicable Law** (GCC Clause 30), **Taxes and Duties** (GCC Clause 32) & mandatory Registrations/ Renewals will be deemed to be a material deviation. The Procuring Agency's determination of a Bid's

responsiveness is to be based on the contents of the Bid itself without recourse to extrinsic evidence.

iv) If a Bid is not substantially responsive, it will be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

v) Prior to the detailed evaluation of Bids, the Procuring Agency will determine whether each Bid:

a) meets the eligibility criteria defined in **ITB 2.1.3** and **ITB 2.1.4**;
b) has been prepared as per the format and contents defined by the Procuring Agency in the Bidding Documents;
c) has been properly signed;
d) is accompanied by the required securities; and
e) Is substantially responsive to the requirements of the Bidding Documents.

The Procuring Agency's determination of a Bid's responsiveness will be based on the contents of the Bid itself.

2.5.5. Examination of Terms and Conditions; Technical Evaluation

i) The Procuring Agency shall examine the Bid to confirm that all terms and conditions specified in the **GCC** and the **SCC** have been accepted by the Bidder without any material deviation or reservation.

ii) The Procuring Agency shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in **Section VII – Schedule of Requirements & Evaluation Criteria as provided in BDS,** have been met without material deviation or reservation.

i) If after the examination of the terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not responsive in accordance, it shall reject the Bid.

2.5.6. Correction of Errors

i) Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected as follows: -

a) if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which the total price as quoted shall govern and the unit price shall be corrected;

b) if there is an error in a total corresponding to the addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; and

c) Where there is a discrepancy between the amounts in figures and in words, the amount in words will govern.

d) Where there is discrepancy between grand total of price schedule and amount mentioned on the Form of Bid, the amount referred in Price Schedule shall be treated as correct subject to elimination of other errors.

ii) The amount stated in the Bid will, be adjusted by the Procuring Agency in accordance with the above procedure for the correction of errors. The concurrence of the Bidder shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will then be rejected, and the Bid Security may be forfeited or the Bid Securing Declaration may be executed in accordance with **ITB 2.3.7.**

2.5.7. Conversion to Single Currency

i) As per rule 32(2) of PPR-14, to facilitate evaluation and comparison, the Procuring Agency will convert all Bid prices expressed in the amounts in various currencies in which the Bid prices as follows:

For the purposes of comparison of bids quoted in different currencies, the price shall be converted into a single currency specified in the bidding documents. The rate of exchange shall be the T.T selling rate, prevailing on the date of opening of (financial) bids specified in the bidding documents, as notified by the State Bank of Pakistan on that day. In case of holiday in State Bank of Pakistan on the day of opening financial bids, then previous working day's ex-change rates will prevail.

2.5.8. Post-qualification & Evaluation of Bids

i) In the absence of **prequalification**, the Procuring Agency will determine to its satisfaction whether the Bidder is qualified to perform the contract satisfactorily, in accordance with the evaluation criteria listed in BDS & pursuant to ITB Clause 2.1.3.

ii) The determination will take into account the Bidder's financial, technical, and production/ supplying capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 2.3.6, as well as such other information required for eligibility/qualification expressed in Bid Data Sheet as the Procuring Agency deems necessary and appropriate.

iii) The Procuring Agency will **technically evaluate** and compare the Bids which have been determined to be substantially responsive, pursuant to ITB Clause 2.5.5.

iv) The **financial evaluation** of a Bid will be on the basis of form of Price Schedules/ Financial Bid Form 8.9 to be decided by the Procuring Agency which must include clear cut instruction regarding evaluation inclusive of all prevailing taxes, duties, fees along with observance of minimum wages etc.

2.5.9. Contacting the Procuring Agency

i) Subject to ITB Clause 2.5.3, no Bidder shall contact the Procuring Agency on any matter relating to its Bid, from the time of the Bid opening to the time the evaluation report is made public i.e. 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.

ii) Any effort by a Bidder to influence the Procuring Agency during Bid evaluation, or Bid comparison may result in the rejection of the Bidder's Bid.

2.5.10. Grievance Redressal

i) As per Rule-67 of PPR-14, Procuring Agency shall constitute a Grievance Redressed Committee (GRC) comprising of odd number of persons with proper powers and authorization to address the complaints. The GRC shall not have any of the members of the Procurement Evaluation Committee. The Committee may preferably have one subject specialist depending upon the nature of the procurement in addition to one person with legal background as per their availability to the Procuring Agency.

ii) Any Bidder feeling aggrieved can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the Bidding documents found contrary to provision of Rule 33, and the same shall be addressed by the GRC well before the proposal submission deadline.

iii) Any party can file its written complaint against the eligibility parameters or any other terms and conditions prescribed in the bidding documents found contrary to provision of Rule 34 and the same shall be addressed by the GRC well before the proposal submission deadline.

iv) Any Bidder feeling aggrieved by any act of the Procuring Agency after the submission of his Bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the Final evaluation reports. In case of single stage – two envelope bidding procedure any bidder feeling aggrieved from technical evaluation may file a grievance within 5 days of announcement of the technical evaluation report. After completion of the technical evaluation process, the procuring agency shall immediately upload the technical evaluation report on the website of PPRA for obtaining/ receiving grievance petitions from the prospective bidders (if any).

v) In case, the complaint is filed after the issuance of the final evaluation report, the complainant cannot raise any objection on technical evaluation of the report. Provided that the complainant may raise the objection on any part of the final evaluation report in case where single stage one envelop bidding procedure is adopted.

vi) The GRC shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

2.6. Award of Contract

2.6.1. Notification of Award

i) Prior to the expiration of the period of Bid validity, the Procuring Agency will notify the successful Bidder in writing by registered letter or by email to be confirmed in writing by registered letter, that its Bid has been accepted.

ii) The notification of award will constitute the formation of the Contract.

iii) Upon the successful Bidder's furnishing of the Performance Guarantee pursuant to ITB Clause 2.6.2 (i), the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its Bid security, pursuant to ITB Clause 2.3.7 (v).

2.6.2. Performance Guarantee

i) Within fifteen (15) days of the receipt of notification of award from the Procuring Agency, the successful Bidder shall furnish the Performance Guarantee in accordance with the Conditions of Contract, in the Performance Guarantee Form provided in the Bidding documents, or in another form acceptable to the Procuring Agency.

ii) Failure of the successful Bidder to comply with the requirement of ITB Clause (i) above or ITB Clause 2.6.3 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid security along with other remedies available under PPR-14. After that, the Procuring Agency may decide to award the contract to the next lowest evaluated Bidder, keeping in view the Bid validity time, or call for new Bids keeping in view the concept of value for money as defined under rule-2(ae) read with Principles of Procurement as enunciated in rule-4 of PPR-14.

2.6.3. Signing of Contract/ Issuance of Purchase Order

i) At the same time as the Procuring Agency notifies the successful Bidder that its Bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the Bidding documents, incorporating all agreements between the parties or will issue the purchase order *[as the case may be]*.

ii) Under rule-63 of PPR-14, where the Procuring Agency requires formal signing of contract, **within fifteen (15) days of receipt of the Contract Form**, the successful Bidder shall sign and mention date of the contract and return it to the Procuring Agency.

iii) Where no such formal signing is required by the procuring agency, the procuring agency shall issue purchase order after the receipt of required performance guarantee, as per rule 55 of PPR-14.

2.6.4. Award Criteria

i) Subject to ITB Clause 2.6.2, under rule-55 of PPR-14, the Procuring Agency will award the contract to the successful Bidder whose Bid has been determined to be substantially responsive and has been determined to be the lowest evaluated Bid, provided that the Bidder has been determined to be qualified to perform the contract satisfactorily.

2.6.5. Procuring Agency's Right to Vary Quantities at Time of Award

i) The Procuring Agency reserves the right at the time of contract award to increase or decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions, on the analogy of rule-59 (iv) of PPR-14 (not more than 15%).

2.6.6. Procuring Agency's Right to Accept or Reject All Bids

i) As per rule 35 of PPR-14, the Procuring Agency reserves the right to accept or reject all Bids or proposals (and to annul the Bidding process) at any time prior to the acceptance of any Bid or proposal, without thereby incurring any liability towards the Bidders. However, the Authority (i.e. PPRA) may call from the Procuring Agency the justification of those grounds.

ii) The Bidders shall be promptly informed about the rejection of the Bids, if any

iii) The Procuring Agency shall upon request communicate to any Bidder, the grounds for its rejection of all Bids or proposals, but shall not be required to justify those grounds.

2.6.7. Re-Bidding

i) If the Procuring Agency rejects all the Bids under rule 35, it may proceed with the process of fresh Bidding but before doing that it shall assess the reasons for rejection and may, if necessary, revise specifications, evaluation criteria or any other condition for Bidders.

2.6.8. Corrupt or Fraudulent Practices

i) The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009, which is as follows:

"(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or

misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

i. *coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;*
ii. *collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;*
iii. *offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;*
iv. *any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;*
v. *obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process."*

ii) Blacklisting & Debarment:

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

Substantial Requirements & Procedure for Blacklisting & Debarment:

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

***"17A. Blacklisting**.– (1) A procuring agency may, for a specified period and in the prescribed manner, debar a bidder or Contractor from*

participating in any public procurement process of the procuring agency, if the bidder or Contractor indulges in corrupt practice or any other prescribed practice.

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

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

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

As per rule 21 of PPR-14:

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

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

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

© not performed the Contract up to the mark; or

(d) indulged in any corrupt practice.

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

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

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

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

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

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

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

As per Schedule appended with PPR-14:

SCHEDULE

see sub-rule (6) of rule 21

BLACKLISTING MECHANISM OR PROCESS

1. *The procuring agency may, on information received from any resource, issue show cause notice to a bidder or Contractor.*
2. *The show cause notice shall contain:*
   - *(a) precise allegation, against the bidder or Contractor;*
   - *(b) the maximum period for which the procuring agency proposes to debar the bidder or Contractor from participating in any public procurement of the procuring agency; and*
   - *© the statement, if needed, about the intention of the procuring agency to make a request to the Authority for debarring the bidder or Contractor from participating in public procurements of all the procuring agencies.*
3. *The procuring agency shall give minimum of seven days to the bidder or Contractor for submission of written reply of the show cause notice.*
4. *In case, the bidder or Contractor fails to submit written reply within the requisite time, the procuring agency may issue notice for personal hearing to the bidder or Contractor/ authorize representative of the bidder or Contractor and the procuring agency shall decide the matter on the basis of available record and personal hearing, if availed.*
5. *In case the bidder or Contractor submits written reply of the show cause notice, the procuring agency may decide to file the matter or direct issuance of a notice to the bidder or Contractor for personal hearing.*
6. *The procuring agency shall give minimum of seven days to the bidder or Contractor for appearance before the specified officer of the procuring agency for personal hearing.*
7. *The procuring agency shall decide the matter on the basis of the available record and personal hearing of the bidder or Contractor, if availed.*

8. *The procuring agency shall decide the matter within fifteen days from the date of personal hearing unless the personal hearing is adjourned to a next date and in such an eventuality, the period of personal hearing shall be reckoned from the last date of personal hearing.*

9. *The procuring agency shall communicate to the bidder or Contractor the order of debarring the bidder or Contractor from participating in any public procurement with a statement that the bidder or Contractor may, within thirty days, prefer a representation against the order before the Managing Director of the Authority.*

10. *The procuring agency shall, as soon as possible, communicate the order of blacklisting to the Authority with the request to upload the information on its website.*

11. *If the procuring agency wants the Authority to debar the bidder or Contractor from participating in any public procurement of all procuring agencies, the procuring agency shall specify reasons for such dispensation.*

12. *The Authority shall immediately publish the information and decision of blacklisting on its website.*

13. *In case of request of a procuring agency under para 11 or representation of any aggrieved person under rule 21, the Managing Director shall issue a notice for personal hearing to the parties and call for record of proceedings of blacklisting. The parties may file written statements and documents in support of their contentions.*

14. *In case of representation of any aggrieved person or procuring agency under rule 21, the Chairperson shall issue a notice for personal hearing to the parties and may call for the record of the proceedings. The parties may file written statements and documents in support of their contentions.*

15. *In every order of blacklisting under rule 21, the procuring agency shall record reasons of blacklisting and also reasons for short, long or medium period of blacklisting.*

16. *The Authority shall upload all the decisions under rule 21, available with it, on its website. But the name of a bidder or Contractor shall immediately be removed from the list of blacklisted persons on expiry of period of blacklisting or order of the competent authority to that effect, whichever is earlier.*

17. *An effort shall be made for electronic communication of all the notices and other documents pursuant to this mechanism or process."*

iii) Furthermore, Bidders must keep themselves aware of the provision stated in clause 5.4 and clause 24.1 of the General Conditions of Contract.

2.6.9. Quantity and volume of the goods to be considered in mind [Framework Contract Modality]

i) While quoting the rate in a framework contract, the Bidder must consider the following facts:

a. Certain volume and quantity of the goods as prescribed in Bid Data Sheet.
b. The Bidder have to maintain the rates of the goods for the whole financial year.
c. The Bidder should quote the rate as per Price Schedule/ Financial Bid form. In case of non-observance of prescribed format, Financial Bid may be rejected.

Section-III. Technical Specifications

Sr	Description	Unit	Quantity
1	Wall Mounted Split Air Conditioner (with Installation, Accessories, as per actual) Brand: GREE or equivalent Capacity: 1 Ton Color: Gray Specifications: T3 Compressor, 3D Air Flow, Cool & Heat Function, up to 60% electricity savings providing lower energy consumption, Low voltage startups (150 V), LED Display, Refrigerant: R-410A	Nos.	23
2	Refrigerant pipe, proper cabling, insulation, PVC, drainpipe with TAR etc. (For 1 Ton)	feet	700
3	Wall Mounted Split Air Conditioner (with Installation, Accessories, as per actual) Brand: GREE or equivalent Capacity: 1.5 Ton Color: Gray Specifications: 3D-4D Air Flow, LED Display, Cool & Heat Function, Low Voltage startup, Smart energy saving mode, T3 Compressor for high temperatures, Quiet operations, Refrigerant: R-410A	Nos.	06
4	Refrigerant pipe, proper cabling, insulation, PVC, drainpipe with TAR etc. (For 1.5 Ton)	feet	200
5	Wall Mounted Split Air Conditioner (with Installation, Accessories, as per actual) Brand: GREE or equivalent Capacity: 2 Ton Color: Gray Specifications: T3 Compressor 3D Air Flow, Cool & Heat Functions Six Filters, Auto Clean Function, 4-way swing, High Speed DSP Chip, Wi-Fi enabled, Refrigerant: R-410A	Nos.	08
6	Refrigerant pipe, proper cabling, insulation, PVC, drainpipe with TAR etc. (For 2 Ton)	feet	250
7	Cabinet Air Conditioner (with installation, Accessories, as per actual)	Nos.	10

	Brand: GREE or equivalent Capacity: 2 Ton Color: Gray Specifications: T3 Compressor, Strong 3D Air Flow, Low Voltage Startup, BTUs Capacity: 24000 BTUs, Intelligent Defrosting, Multi Fan Speed, Powerful compressor, Refrigerant: R-410A		
8	Air Purifiers: Philips or equivalent Technology: HEPA Nano Protect, Evaporative humidification, material: Plastic, Internet connectivity, Wi-Fi Range: 2.4 GHz, Coverage Area: up to 131 m2, CADR: 505m3/h & 650 ml/h rate, Filter Type: HEPA, Active Carbon, Pre-Filter, Particle Filtration: 99.97% at 0.003 microns, Humidification Rate: 650 ml/h, Noise Level: 15 dB (A) (Sleep Mode), 55 dB (A) (Turbo mode), Power Consumption: 42 W, Dimensions: Height : 74.7 cm, Width: 29.1 cm, Length : 29.1 cm , Weight: 7.5kg, Capacity Water tank: 4L, Voltage: 220-240V, Frequency 50/60Hz, Stand by Power consumption: <2W.	Nos.	19
9	Air Purifiers: Phillips or equivalent Technology : HEPA Nano Protect, Material: Plastic, Coverage Area: up to 65 m2, CADR: 250 m3/h , Filter Type: HEPA, Prefilter, Particle Filtration: 99.97% at 0.003 microns, Noise Level: Min. sound 20.5 dB (A), Max. sound 49 dB (A), Power Consumption: 21 W, Dimensions: 36.4cm, Width: 24cm, Length: 23.8cm, Weight: 2.5 kg, Stand-by- power consumption: <1W, Voltage: 100-240V.	Nos.	15
10	LED 75-inch Interactive Smart Panel with Video Conferencing Functionality (As per specification provided bellow)	Nos.	01
11	LED 86-inch Interactive Smart Panel with Video Conferencing Functionality (As per specification provided bellow)	Nos.	01

Technical Specification for LEDs

Category	Specification
Display	75-inch 4K UHD (3840 x 2160) D-LED display with zero-gap bonding, anti-glare coating, and low blue light technology
Touch Technology	Multi-touch support (minimum 20 points), ultra-low writing latency (≤16 ms), sensing distance ≤2 mm
Whiteboard & Writing	Real-time handwriting recognition, full-screen annotation, scan-to-save via QR code, dual-user collaboration, gesture support (zoom, erase, move)
Operating System	Dual OS support (Android-based and Windows via integrated PC module)
OPS Module	OPS, I7-12700, DDR4 16GB,512GB SSD, Windows11 IOT Enterprise SAC,195mm,180mm,30mm
Processor & Memory	High-performance 8-core processor, Minimum 8 GB RAM and 64 GB internal storage
Camera	Built-in 4K camera with ≥80° field of view, auto-framing, voice tracking, and physical privacy cover
Microphone	Integrated microphone array with 180° pickup, range up to 12 meters; features include noise reduction, echo cancellation, and automatic gain control
Speaker	Built-in speaker system with ≥40 W total output, frequency range 100 Hz–20 kHz, with stereo 3D sound experience
Conferencing Capabilities	Support for dual-stream conferencing (video + data), compatible with cloud and on-premises meeting systems, 1080p@30fps and 4K@8fps resolution
AI Features	Auto-framing, voice tracking, acoustic noise shielding, intelligent tracking, dereverberation
Wireless Projection	Wi-Fi 6 direct projection support; also includes wireless presentation dongle (USB) for 4K projection
Connectivity	HDMI input/output (4K), USB Type-A (x3), USB Type-C (x1), 3.5 mm Line In/Out, LAN (RJ45), Wi-Fi 6 (2.4 & 5 GHz), NFC support
Conference Control Unit	Digital conference system controller with touch support for managing meetings, input control, and user interaction
Mounting & Mobility	Includes wall-mount bracket and steel-frame rolling stand with lockable wheels, compatible with 75-inch screen VESA (800x400mm)
Security	Embedded encryption chip supporting secure protocols (TLS, SRTP), secure boot, device encryption, and hardware root-of-trust
Language Support	Interface available in English, Arabic, French, Chinese, and at least five additional international languages

Accessories	- Pluggable PC module - Wall-mount bracket - Rolling stand for 86-inch unit - Wireless projection dongle - Digital conference controller - Stylus pens (2 units)
Conferencing Capabilities	Support for on-premises video conferencing with dual-stream transmission (video and content), minimum resolution support of 1080p@30fps and 4K@8fps
Licensing Requirements	The solution must include all necessary software licenses required for enabling on-premises Huawei idea hub to Huawei idea hub conferencing, audio/video communication, and content sharing without relying on third- party cloud services.
Power Requirements	Standard AC input with compliance to local electrical and safety Regulations
Warranty	Minimum 1-year comprehensive warranty covering hardware, software, and accessories

Terms & Conditions;

- Unless agreed otherwise Air Conditioners, Air Purifiers & LEDs will be delivered and installed at HQ within 20-30 days after issuance of Purchase Order.
- All the air conditioners, Air Purifiers & LEDs shall be as per approved technical specifications.
- Defective / Substandard units will be rejected and will be replaced.
- Bidders may visit the site for calculation of actual requirement w.r.t pipe and accessories for installation of ACs.

Warranty:

- Compressor 10 years
- PCB-4 Years
- Parts & Service – 1 Year

Note:

It is mandatory to comply with the above-mentioned specifications and bid for all items as one package, partial bid is not allowed. In case of non-compliance bidder shall be disqualified from the bidding process.

Section-IV: Bid Data Sheet

4.1. Bid Data Sheet (BDS)

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

A. Introduction		
BDS No.	**ITB No.**	**Amendments of, and Supplements to, Clauses in the Instruction to Bidders**
1.	**2.1.1**	Name of Procuring Agency: **Directorate General, Punjab Enforcement and Regulatory Authority (PERA)**. The subject of procurement is: "**Procurement of Air Conditioners, Air Purifiers & LEDs for PERA HQ"** Period for delivery of Acs, Air Purifiers & LEDs: Unless agreed otherwise, there will be 20-30 days delivery period for Air conditioners, Air Purifiers & LEDs for PERA HQ from the date of execution of the contract or issuance of Purchase Order (PO). Contract Period for Procurement of Air Conditioners, Air Purifiers & LEDs for PERA HQ: One (1) Year. Commencement Date: as per the effective date of contract.
2.	**2.1.2**	Financial year for the operations of the Procuring Agency: Financial Year (2025-26) Name of Project (Development or Non-Development): ***PERA (Non-Development)*** Name of financing institution: **PERA (Government of the Punjab).** Name and identification number of the Contract: **DG(PERA)/P&C 07/2025-26**
3.	**2.1.3 (iv)**	**Maximum number of members in the joint venture, consortium or association shall be: 2**
4.	**2.1.4**	Ineligible country(s) is **Israel**
B. Bidding Documents		

6.	**2.2.2**	The address for clarification of Bidding Documents is: Head Procurement & Contracting may be requested by **December 02, 2025, before 3:00 PM** through EPADS and no response shall be given, if not requested, through EPADS.
7.	**2.2.2**	**No Pre-Bid Meeting.**
8.	**2.3.9 & 2.4.1**	**National Competitive through Single Stage Two Envelop Bidding Procedure** following **Least Cost Method** under rule 38-2-a of Punjab Procurement Rules 2014 through online on e-Pak Acquisition & Disposal System (EPADS)
C. Bid Price, Currency, Language and Country of Origin		
9	**2.3.1**	Language of bid should be English.
10	**2.3.4**	The price quoted shall be in PKR including all applicable/ prevailing taxes, duties, delivery and delivery at PERA designated place at Lahore.
11.	**2.3.4 & 2.3.9**	Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract, the duration of this contract shall be one year during which the prices shall be fixed.
D. Preparation and Submission of Bids		
13.	**2.1.3**	**Mandatory Requirements/Knock Down Criteria**

Sr. No.	Eligibility Criteria Details	Response & Proof Required	Remarks
1	Evidence of the bidding firm / company's registration / Incorporation is required.	(Copy of certificate of incorporation / company registration with SECP or Registrar of Firm or PEC (Sole Proprietor is not allowed).	**Mandatory**
2	Must be an Active Taxpayer as per "Active Taxpayer List" of FBR for income tax and General Sales Tax (GST) / Provincial Sales Tax (PST) where applicable.	(Please attach proof to ascertain that the bidder is on an active taxpayer list of FBR, General Sales Tax (GST) / Provincial Sales Tax (PST).	**Mandatory**
3	Must have 10 years of experience in dealing / supplying Air Conditioners.	(Please attach proof to ascertain that the bidder has the required experience)	**Mandatory**
4	Affidavit on stamp paper as per form 8.6 of the tender document, declaring that bidder is not blacklisted or debarred by Punjab Enforcement Regulatory Authority or Punjab Procurement Regulatory Authority Punjab.	(Please attach copy of Affidavit (as per the form 8.6 of the tender document) on stamp paper of not less than Rs 100, declaring that the bidder is not blacklisted, and original affidavit must be delivered to DG, PERA office as per the mentioned address before the closing date and submission time of the bid.)	**Mandatory**

		The bidders are required to comply with all mandatory requirements, if the bidder fails to comply with any one of the mandatory requirements mentioned above, they should be disqualified and declared ineligible, and their technical evaluation shall not be carried out.
14.	**2.1.1**	**Bid shall be submitted to:** Complete bid containing the Technical (Eligibility & Technical Envelopes) and Financial (Commercial Envelope), with all required information, documentary evidence, and annexures must be submitted on EPADS on or before closing date and time of bid submission.
15.	**2.4.2**	The deadline for Bid submission is **December 18, 2025, till 02:00 PM**
16.	**2.5.1**	Technical proposals shall be publicly opened on the same day i.e., **December 18, 2025, at 02:30 PM** in the presence of bidder's representatives who wish to attend it at PERA, Procurement Department on 02-04 Arfa Karim Tower Ferozepur Road, Lahore, Pakistan. Opening of bids shall be conducted on EPADS
17.	**2.6.2**	**Amount of Performance Guarantee is:** Successful bidder will submit a performance guarantee in form of pay-order or bank guarantee or demand draft or Call Deposit Receipt (CDR) of 5% of contract value within fifteen (15) days of the receipt of notification of award/letter of Intent (LOI) from the Procuring Agency which will be returned after completion of contract or as per the Purchase Orders issued time to time based on contract.
18.	**2.3.7**	**Estimated Contract Price is** PKR 35 million/- **Amount of Bid security is:** Bid Security of 2.0% (i.e., Rs. 700,000/- (Seven Lac Rupees) in form of CDR / Bank Guarantee / Demand Drat / Pay Order / Bankers Cheque favoring Directorate General, Punjab Enforcement & Regulatory Authority (PERA) shall reach to PERA, **Procurement Department on 02-04 Arfa Karim Tower Ferozepur Road, Lahore, Pakistan, Lahore –** Pakistan before the opening of the bid (Please mention the title of the procurement on envelope). If the original bid security is not delivered before the opening of the bid, the bidder shall be disqualified for further proceedings. The Bid Security should be valid for a period of not less than 6 months, and a scanned copy must be attached in EPADS. Bid Security of disqualified bidders will be returned after awarding the contract to the successful bidder on request.
19.	**2.3.8**	**Bid validity period after opening of the Bid is:** The bid shall remain valid for the period of 180 days from the date of the bid opening.
E. Opening and Evaluation of Bids		
20.	**2.5.1**	The Bid opening shall take place at:

		Procurement Department, PERA on 02-04 Arfa Karim Tower Ferozepur Road, Lahore, Pakistan.
21.	**2.3.4**	The currency that shall be used for Bid evaluation and comparison purposes is PKR.
	F.	**Bid Evaluation Criteria**
22.	**2.5.8**	The technical proposal of eligible organizations will be evaluated against the requirements specified in the evaluation criteria given below. Passing marks for the technical qualification are 70 Marks. The Financial bid of only technically qualified bidders shall be opened.
23.	**2.5.8**	Financial Evaluation Criteria: Contract shall be awarded based on **Least Cost Method**. The Financial Proposals of only eligible bidders with technically qualified will be opened publicly in the presence of bidders or their representatives who may choose to be present at the time and place announced prior to the opening. Please provide information regarding Financials Bid Form/Price Schedule 8.10.

Sr. No.	**Descriptions**	**Marks**	**Relevant evidence in each case is mandatory. no mark will be awarded, if not provided**
1	**Relevant Experience (20 Marks)**		Documentary proof (copies of signed contracts or purchase orders, Invoices) should be furnished. If no valid attachment is provided, then no marks will be awarded.
	Experience of Supply of Air Conditioners in Public /Private sector is equal to or more than PKR 100 million in last two years	20	
	Experience of Supply of Air Conditioners in Public /Private sector is more than or equal to PKR 80 million but less than PKR 100 million in last two years	15	
	Experience of Supply of Air Conditioners in Public /Private sector is more than or equal to PKR 50 million but less than PKR 80 million in last two years	10	
2	**Client Portfolio (20 Marks)**		Documentary proof (copies of signed contracts or purchase orders, Invoices) should be furnished. If no valid attachment is provided, then no marks will be awarded.
	Worked with equal to or more than 10 clients.	20	
	Worked with equal to or more than 05 but less than 10 clients.	10	
	Financial Capability (25 Marks)		

3	Average Annual Turn Over of the last three years is more than or equals PKR 200 million.	25	Tax return of 2021-22, 2022-23 and 2023-24 or 2024-25. If no valid attachment is provided, then no marks will be awarded.
	Average Annual Turn Over of the last three years is more than or equal to PKR 150 million but less than PKR 200 million.	15	
4	**Firm/Company's Sales Stores for ACs (20 Marks)**		Copy Documentary details of the store and addresses on company's letterhead
	If Firm/Company has equal to or more than 20 Stores	20	
5	**Service/ Warranty Ownership Certificate (15 Marks)**		Copy Documentary details of after sale service letter (documentary proof)
	Set up for Provisioning of After Sale Services during warranty period.	15	
Total Marks		100	
Note: Supporting documents (where demanded) must be attached otherwise no marks will be awarded. Minimum 70 marks are mandatory to qualify for Financial Bid Opening.			

G. Award of Contract		
24.	**2.6.5**	Percentage for quantity increase or decrease is: 15%
25.	**2.6.2**	Amount of Performance Guarantee is: Successful bidder will submit a performance guarantee in the form of pay-order or bank guarantee or demand draft or Call Deposit Receipt (CDR) of 5% of contract value within fifteen (15) days of the receipt of notification of award/letter of Intent (LOI) from the Procuring Agency which will be returned after thirty (30) days of completion of contract. Performance guarantee validity should be twelve (12) Months.

Section-V: General Conditions of Contract

1. Definitions

1.1 In this Contract, the following terms shall be interpreted as indicated:

(a) "The Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

(b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

(c) "The Goods" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract.

(d) "The Services" means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair and other such obligations of the Supplier covered under the Contract.

(e) "GCC" means the General Conditions of Contract contained in this section.

(f) "SCC" means the Special Conditions of Contract.

(g) "The Procuring Agency" means the organization purchasing the Services, as named in SCC.

(h) "The Procuring Agency's country" is the country named in SCC.

(i) "The Supplier" means the Bidder or firm supplying the Goods and Services under this Contract.

(j) "The Project Site," where applicable, means the place or places named in SCC.

(k) "Day" means calendar day.

2. Application

2.1. These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

[where applicable]

3.1. All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules, as further elaborated in the SCC.

3.2. For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which where the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product is obtained that is substantially different in basic characteristics or in purpose or utility from its components.

3.3. The origin of Goods and Services is distinct from the nationality of the Supplier. In any case, the requirements of rules 10 & 26, PPR-14, shall be followed.

4. Standards

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

5. Use of Contract Documents and Information; Inspection and Audit by the procuring agency.

5.1. The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall be extended only so far as may be necessary for purposes of such performance.

5.2. The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of executing the Contract.

5.3. Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

5.4. The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the

Supplier and to have them audited by auditors appointed by the donors, if so required by the donors.

6. Patent Rights

6.1. The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring Agency's country.

7. Performance Guarantee

7.1. Within fifteen (15) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the Performance Guarantee in the amount specified in SCC/Bid Data Sheet & clause 2.6.2 of ITB.

7.2. The proceeds of the Performance Guarantee shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

7.3. As per Rule-56 of PPR-14, the performance guarantee shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring Agency's country, in the form provided in the Bidding documents or another form acceptable to the Procuring Agency; or

(b) a Bank Guarantee, Bank call-deposit (CDR), Demand Draft (DD), Pay Order (PO) or Banker's cheque cashier's or certified cheque or CDR.

7.4. The performance guarantee will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspections and Tests

8.1. The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives nominated for these purposes.

8.2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s) (if so allowed by the Procuring Agency), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.

8.3. Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.

8.4. The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in the Procuring Agency's country shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.

8.5. Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.

9. Packing

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.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

10. Delivery and Documents

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.

10.2. Upon delivery, the Procuring Agency shall give receiving certificate to the supplier with the statement that, "completion certificate along with satisfactory report shall be issued after due inspection as per clause-8 of GCC, which will enable the supplier to put up the bill".

10.3. For purposes of the Contract, DDP trade term used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of *Incoterms*

10.4. Documents to be submitted by the Supplier are specified in SCC.

11. Insurance

11.1. The Goods supplied under the Contract shall be delivered duty paid under which risk is transferred to the buyer after having been delivered, hence is seller's responsibility

12. Transportation

12.1. The Supplier is required under the Contract to transport the Goods to a specified place of destination within Lahore.

13. Incidental Services

13.1. The Supplier shall be required to provide any or all of the following services, including additional services, if any, specified in SCC.

14. Payment

14.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

14.2. The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, Services performed, and by documents submitted and upon fulfillment of other obligations stipulated in the Contract.

14.3. As per rule-62 of PPR-14, payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, provided the work is satisfactory.

14.4. The currency of payment is *[to be decided by the Procuring Agency]*

15. Prices

15.1. Prices charged by the Supplier 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 {mechanism and formula to be decided by the procuring agency}.

16. Change Orders

16.1. The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 11, make changes within the

general scope of the Contract, only if required for the successful completion of the job.

16.2. 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 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 Procuring Agency's change order. But, in no case, the overall impact of the change should exceed 15% of the contract cost and no provisions of PPR-14 should be violated.

17. Contract Amendments

17.1. Subject to GCC Clause 10, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

18. Assignment

18.1. The Supplier shall not assign the whole of contract to anybody else. However, some parts of contract or its obligations may be assigned to sub-contractors with the prior written approval of the procuring agency.

19. Sub-contracts

19.1. The Supplier shall notify the Procuring Agency in the Bid of all subcontracts to be assigned under this Contract. Such notification, in the original Bid or later, shall not relieve the Supplier from any liability or obligation under the Contract.

19.2. Subcontracts must comply with the provisions of GCC Clause 12.

20. Delays in the Supplier's Performance

20.1. Performance of Services shall be made by the Supplier in accordance with the Schedule of Requirements/Work Plan/ Deputation Plan as prescribed by the Procuring Agency in Section VII.

20.2. If at any time during performance of the Contract, the Supplier or its subcontractor(s) should encounter conditions impeding timely performance of Services, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's-time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

20.3. Except as provided under GCC Clause 17, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages.

21. Liquidated Damages

21.1. Subject to GCC Clause 17, if the Supplier fails to provide the Services as per requirement/ within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 16 along with other remedies available under PPR-14.

22. Termination for Default

22.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

(a) if the Supplier fails to deliver any or all of the service within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 14;

(b) if the Supplier fails to perform any other obligation(s) under the Contract; or

(c) if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per Section-2 (d) of The PPRA Act, 2009.

"Corrupt practices" in respect of procurement process, shall be as given in S-2 (d) of PPRA, Act, 2009:
(d) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official, bidder or Contractor in the procurement process or in Contract execution to the detriment of the procuring agency; or misrepresentation of facts in order to influence a procurement process or the execution of a Contract, collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, noncompetitive levels and to deprive the procuring agency of the benefits of free and open competition and any request for, or solicitation of anything of value by any public official in the course of the exercise of his duty; it may include any of the following:

i. coercive practice by impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;

ii. collusive practice by arrangement between two or more parties to the procurement process or Contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;

iii. offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;

iv. any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;

v. obstructive practice by harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of inspection and audit process

22.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 16.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

23. Force Majeure

23.1. Notwithstanding the provisions of GCC Clauses 14, 15, and 16, the Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

23.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions e.g: epidemics, pandemics, quarantine restrictions etc from the purview of "Force Majeure".

23.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

24. Termination for Insolvency

24.1. The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

25. Termination for Convenience

25.1. The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The termination notice shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

25.2. The Services that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Services, the Procuring Agency may choose:

(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 Services and for materials and parts previously procured by the Supplier.

26. Resolution of Disputes

26.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Supplier shall make every effort to resolve

amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

20.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per rule 68 of PPR-14 and in accordance with Arbitration Act-1940.

27. Governing Language

27.1. 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.

28. Applicable Law

28.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

29. Notices

29.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.

29.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

30. Taxes and Duties

30.1. Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Services to the Procuring Agency.

31. Warranty

31.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models selected by the Procuring Agency, 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 Procuring Agency'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.

31.2. This warranty shall remain valid for _____ [to be decided by the Procuring Agency] year/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 _____ [to be decided by the Procuring Agency] year/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.

31.3. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.

31.4. 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 Procuring Agency.

31.5. If the Supplier, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, the Procuring Agency 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 Procuring Agency may have against the Supplier under the Contract/relevant provision of PPR-14 including Blacklisting.

32. Extension in Contract period

Initially the contract will be for One (1) year. However, the same would be extended by the competent authority, on the satisfactory performance by the contractor for further a period of one (1) year on the same rate & TORs. Extension in the contact agreement shall be the discretion of the procuring agency, and the contractor has no right to claim further extension as a matter of right in the contract.

Section-VI. Special Conditions of Contract

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 Procuring Agency is: Directorate General, **Punjab Enforcement and Regulatory Authority (PERA)**

GCC 1.1 (h)—The Procuring Agency's country is: **Pakistan**

GCC 1.1 (i)—The Supplier is: **Awardee**

2. Performance Guarantee (GCC Clause 7)

GCC 7.1—As per rule 56 of PPR-14, the amount of Performance Guarantee, as a percentage of the Contract Price, shall be: 5% of contract value.

Performance Guarantee must have a minimum validity period of twelve (12) Months. Performance security shall not be acceptable with any validity less than the prescribed time period.

The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended.

3. Inspections and Tests (GCC Clause 08)

The Testing can be done at any place of desire of the PERA of any items (if required by PERA) at supplier cost.

4. **Packing (GCC Clause 9)**

Delivery should be made in safe and sound manners at designated place of PERA.

5. Delivery and Documents (GCC Clause 10)

GCC 10.1. Unless agreed otherwise, there will be a 6-8 weeks delivery period from the Signing of Contract or Issuance of Purchase order based on Delivered Duty Paid / FOR at buyers' premises. (DDP / FOR terms)

GCC 10.3—upon delivery, the Supplier shall notify the PERA about the full details of supplies, including Contract / PO number, description of Goods, quantity and other related documents. The Supplier shall mail the following documents to the procurement@pera.punjab.gov.pk after receipt / acceptance of goods / equipment at buyer's premises/designated place/warehouse:

(i) One Original & One copy of the Supplier's invoice showing Goods' description, quantity, unit price, taxes detail and total amount in PKR.

(ii) One Original Delivery Challan / packing list identifying contents of each package.

6. **Insurance (GCC Clause 11)**

GCC 11.1— The material supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered the entire supply. Hence insurance coverage is the bidder's responsibility (if required). Since the Insurance is bidder's responsibility they may arrange appropriate coverage.

7. **Incidental Services (GCC Clause 13)**

GCC 13.1—Incidental services to be provided are: As per Technical Specifications.

8. **Payment (GCC Clause 14)**

GCC 8.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment for Goods provided: Payment shall be made within 30 days after the submission of the invoice. All the payments shall be made in PKR after applying all the applicable taxes against actual deliveries as per the Purchase Order subject to provision of Good Receipt Note (GRN) and invoice. Payment may be made in Pak. Rupees through Treasury Cheque or Cross Cheque

9. **Prices (GCC Clause 15)**

GCC 9.1—Prices shall be fixed and shall not be adjusted.

10. **Liquidated Damages (GCC Clause 21)**

As stated in financial form or stated in the Notice of Contract Award / Letter of Acceptance by the Procuring Agency

11. **Resolution of Disputes (GCC Clause 26)**

GCC 26.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 26.2 shall be as follows:

As per rule-68 of PPR-14, in the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred for arbitration in accordance with the Arbitration Act 1940.

12. **Governing Language (GCC Clause 27)**

GCC 27.1—The Governing Language shall be: English

13. **Applicable Law (GCC Clause 28)**

GCC 28.1-The Contract shall be interpreted in accordance with the laws applicable in the jurisdiction of the province of Punjab (Pakistan):

14. **Notices (GCC Clause 29)**

GCC 29.1—Procuring Agency's address for notice purposes: Procuring Agency Address as per the contract

Supplier's address for notice purposes: Awardee Address as per the contract.

Section-VII. Schedule of Requirements

7.1 Schedule of Requirements

Sr. No.	Product Name	QTY	Delivery schedule
1	Wall Mounted Split Air Conditioner (with Installation, Accessories, as per actual) Brand: GREE or equivalent Capacity: 1 Ton Color: Gray Specifications: T3 Compressor, 3D Air Flow, Cool & Heat Function, Up to 60% electricity savings providing lower energy consumption, Low voltage startups (150 V), LED Display, Refrigerant: R-410A	23	Unless agreed otherwise, there will be 20-30 days from the Effective Date of Contract or issuance of Purchase Order
2	Refrigerant pipe, proper cabling, insulation, PVC, drainpipe with TAR etc. (For 1 Ton)	700	
3	Wall Mounted Split Air Conditioner (with Installation, Accessories, as per actual) Brand: GREE or equivalent Capacity: 1.5 Ton Color: Gray Specifications: 3D-4D Air Flow, LED Display, Cool & Heat Function, Low Voltage startup, Smart energy saving mode, T3 Compressor for high temperatures, Quiet operations, Refrigerant: R-410A	06	
4	Refrigerant pipe, proper cabling, insulation, PVC, drainpipe with TAR etc. (For 1.5 Ton)	200	
5	Wall Mounted Split Air Conditioner (with Installation, Accessories, as per actual) Brand: GREE or equivalent Capacity: 2 Ton Color: Gray Specifications: T3 Compressor 3D Air Flow, Cool & Heat Functions Six Filters, Auto Clean Function, 4-way swing, High Speed DSP Chip, Wi-Fi enabled, Refrigerant: R-410A	08	
6	Refrigerant pipe, proper cabling, insulation, PVC, drainpipe with TAR etc. (For 2 Ton)	250	
7	Cabinet Air Conditioner (with installation, Accessories, as per actual)	10	

	Brand: GREE or equivalent Capacity: 2 Ton Color: Gray Specifications: T3 Compressor, Strong 3D Air Flow, Low Voltage Startup, BTUs Capacity: 24000 BTUs, Intelligent Defrosting, Multi Fan Speed, Powerful compressor, Refrigerant: R-410A		
8	Air Purifiers: Philips or equivalent Technology: HEPA Nano Protect, Evaporative humidification, material: Plastic, Internet connectivity, Wi-Fi Range: 2.4 GHz, Coverage Area: up to 131 m2, CADR: 505m3/h & 650 ml/h rate, Filter Type: HEPA, Active Carbon, Pre-Filter, Particle Filtration: 99.97% at 0.003 microns, Humidification Rate: 650 ml/h, Noise Level: 15 dB (A) (Sleep Mode), 55 dB (A) (Turbo mode), Power Consumption: 42 W, Dimensions: Height : 74.7 cm, Width: 29.1 cm, Length : 29.1 cm , Weight: 7.5kg, Capacity Water tank: 4L, Voltage: 220-240V, Frequency 50/60Hz, Stand by Power consumption: <2W.	19	
9	Air Purifiers: Phillips or equivalent Technology : HEPA Nano Protect, Material: Plastic, Coverage Area: up to 65 m2, CADR: 250 m3/h , Filter Type: HEPA, Prefilter, Particle Filtration: 99.97% at 0.003 microns, Noise Level: Min. sound 20.5 dB (A), Max. sound 49 dB (A), Power Consumption: 21 W, Dimensions: 36.4cm, Width: 24cm, Length: 23.8cm, Weight: 2.5 kg, Stand-by- power consumption: <1W, Voltage: 100-240V.	15	
10	LED 75-inch Interactive Smart Panel with Video Conferencing Functionality	01	
11	LED 86-inch Interactive Smart Panel with Video Conferencing Functionality	01	

Delivery to be made at PERA HQ or any other designated place of PERA or as specified in the Purchase Order. Any delay in delivery of goods as per the agreed time frame will be subject to the following penalties:

- 0.25% penalty for each week's delay will be charged of the Purchase Order value.

Terms & Conditions;

- Unless agreed otherwise Air Conditioners, Air Purifiers & LEDs will be delivered and installed at HQ within 20-30 days after issuance of Purchase Order.
- All the air conditioners, Air Purifiers & LEDs shall be as per approved technical specifications.
- Defective / Substandard units will be rejected and will be replaced.
- Bidders may visit the site for calculation of actual requirement w.r.t pipe and accessories for installation of ACs.

Warranty:

- Compressor 10 years
- PCB-4 Years
- Parts & Service – 1 Year

Note:

It is mandatory to comply with the above-mentioned specifications and bid for all items as one package, partial bid is not allowed. In case of non-compliance bidder shall be disqualified from the bidding process.

Section-VIII: Forms

8.1. Bid Form

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

Date: _____

To: The Director General,
PERA

Gentlemen and/or Ladies:

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

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

If our Bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to _____ percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to a Bid by this Bid for a period of *[number]* days from the date fixed to Bid opening under Clause 2.3.8 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 *(if required)*, this Bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

[In case of single stage one envelope bidding procedure]

The Composition of our Bid is**:**

a) Complete bidding document (without filling) signed and stamped by the bidder

b) all the forms relevant to the technical and financial bids (clearly indicated on each form)

c) All the required documents establishing eligibility of bidders/goods shall be made part of the bid.

d) Any other document required by the procuring agency not inconsistent with PPR-14.

[In case of single stage two envelope bidding procedure],

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

Technical bid includes the following: -

a) Complete bidding document (without filling) signed and stamped by the bidder

b) All the forms relevant to the technical bid, to be reproduced on the letter head of the bidder as indicated on each individual form.

c) Copy of bid security form along with copy of financial instruments *[to be decided by the procuring agency i.e. Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for …… ( ) Days, beyond the validity of Bid in the manner as prescribed on the bid security form **8.10**.

d) Any other document required by the procuring agency not inconsistent with PPR-14.

Financial bid includes the following: -

a) Original Bid form (as per **form 8.1 of** Bidding documents) on letter head of the firm, duly signed and stamped.

b) Price schedule / financial form (as per **form 8.10**) to be reproduced on the letter head of the bidder duly signed and stamped.

c) Original Bid security form (as per **form 8.11**) along with Original financial instrument *[in the form of Bank Guarantee / Bank call-deposit (CDR) / Demand Draft (DD) / Pay Order (PO) or Banker's cheque]* valid for …… ( ) Days, beyond the validity of Bid.

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

Name and address of Supplier	Amount and Currency

(if none, state "none")

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

Dated this _____ day of _____ 20_____.

_____ _____

[signature] *[in the capacity of]*

Duly authorized to sign Bid for and on behalf of _____

8.2.Bidder's JV Members Information Form

{To be reproduced and signed & stamped by the lead partner and all JV members on their letter Pad, to be attached with Technical Bid in addition to the JV agreement}

{The Supplier shall fill in this Form in accordance with the instructions indicated below. The following table shall be filled in for the Supplier and for each member of a Joint Venture}.
Date: *[insert date (as day, month and year) of Bid submission*]
RFB No.: *[insert number of RFB process]*
Alternative No.: *[insert identification No if this is a Bid for an alternative]*

Page _____ of_ _____ pages

1. Bidder's Name: *[insert Bidder's legal name]*
2. Bidder's JV Member's name: *[insert JV's Member legal name]*
3. Bidder's JV Member's country of registration: *[insert JV's Member country of registration]*
4. Bidder's JV Member's year of registration: *[insert JV's Member year of registration]*
5. Bidder's JV Member's legal address in country of registration: *[insert JV's Member legal address in country of registration]*
6. Bidder's JV Member's authorized representative information Name: *[insert name of JV's Member authorized representative]* Address: *[insert address of JV's Member authorized representative]* Telephone/Fax numbers: *[insert telephone/fax numbers of JV's Member authorized representative]* Email Address: *[insert email address of JV's Member authorized representative]*
7. Attached are copies of original documents of *[check the box(es) of the attached original documents]* ☐ Articles of Incorporation (or equivalent documents of constitution or association), and/or registration documents of the legal entity named above, in accordance with ITB 4.4. ☐ In case of a state-owned enterprise or institution, documents establishing legal and financial autonomy, operation in accordance with commercial law, and that they are not under the supervision of the Supplier. 8. Included are the organizational chart, a list of Board of Directors, and the beneficial ownership.

8.3. Manufacturer's Authorization Form

[To be signed and stamped by the Bidder and to be attached with Technical Bid]

To: *[name of the Procuring Agency]*

WHEREAS *[name of the Manufacturer]*, who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a Bid, and subsequently negotiate and sign the Contract with you against for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per Clause 15 of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation to Bids.

[Signature for and on behalf of Manufacturer]

Note: *This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its Bid.*

8.4. Bidder Profile Form

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

Organization Information			
Sr. #	**Required Information**	**Response**	
1	The legal name of the organization		
2	Year of Registration / Establishment of the Organization		
3	National Tax Number		
	General / Punjab Sales Tax Number		
5	What is the legal status of your organization? Tick the relevant box (one box only). (Attach Copy/Copies of Registration Certificate/s)	Public Sector Organization	
		Section 42 Company	
		Public Ltd. Company	
		Private Ltd. Company	
		Private Partnership Firm	
		Sole Proprietor	
		Others (Please specify)	
6	Name and designation of 'Head of Organization'		
7	Mobile:		
	Phone/s:		
	Email:		
	Fax:		
	Address of organization:		
	Website address:		
8	Name and designation of 'Contact Person':		
	Phone/s:		
	Mobile:		
	Email:		
	Fax:		

a) Details of Experience (Last ten Years)

Relevant Experience		
Sr. #	**Required Information**	**Response** **(Please provide exact information with the organization name, location/s, and duration)** Provide data in the sequence given below
1	Name of Organizations with addresses	i.
		ii.
		iii.
		iv.
2	Start and end dates of providing Goods/Services (For example – Jan 2010 to September 2024)	i.
		ii.
		iii.
		iv.
3	Goods/Services provided to Number of companies /firms	i.
		ii.
		iii.
		iv.

8.5. General Information Form

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

	Particulars			
Company Name				
Abbreviated Name				
National Tax No.			**Sales Tax Registration No**	
PRA Tax No.				
No. of Employees			**Company's Date of Formation**	

*Please attach copies of NTN, GST Registration & Professional Tax Certificate

Registered Office Address		State/Province	
City/Town		Postal Code	
Phone		Fax	
Email Address		Website Address	

8.6. Affidavit

*[To be printed on not less than PKR 100 Stamp Paper, duly **attested by oath commissioner**. To be attached with Technical Bid]*

Name: _____
(Applicant)

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

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

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

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

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

Signed by an authorized Officer of the company

Title of Officer: _____

Name of Company: _____

Date: _____

8.7. Performance Guarantee Form

(Applicable in case of Bank Guarantee only)

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

To,

[name and address of the Procuring Agency]

WHEREAS (Name of the Contractor/ Supplier) _____ hereinafter called "the Contractor" has undertaken, in pursuance of **"**INVITATION TO BID FOR THE **"PROVISION OF** _____**"** procurement of the following:

1. [***Please insert details***].

(Here in after called "the Contract").

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

AND WHEREAS we have agreed to give the Contractor a Guarantee;

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

[NAME OF GUARANTOR]

Signature_____

Name_____

Title _____

Address_____

Seal_____

Date_____

8.8. Technical Bid Form

[(i)To be signed & stamped by the Bidder and reproduced on the letter head. To be attached with Technical Bid.
(ii) Item names and quantities must be reproduced from Section – III (Technical Specifications). If any deviations are needed, it must be mentioned/quoted, separately in the Technical Proposal.]

Sr. No.	Item Name	Brand Name	Make & Model	Quantity	Country of Origin	Specifications Dimensions

Stamp & Signature of Bidder _____

8.9. Contract Form (Tentative)

DATED [Add Date] 2025

AGREEMENT FOR THE PROCUREMENT OF AIR CONDITIONERS, AIR PURIFIERS & LEDs FOR PERA HQ
BETWEEN

PUNJAB ENFORCEMENT AND REGULATORY AUTHORITY (PERA)

AND

[SUPPLIER]

This **Agreement for the Procurement of Air Conditioners, Air Purifiers for PERA HQ Contract("Agreement")** is made at Lahore, Pakistan this [ ] day of December, 2025 (**"Effective Date"**):

By and Between

PUNJAB ENFORCEMENT & REGULATORY AUTHORITY (PERA), an authority established through the enactment of the Punjab Enforcement & Regulation Act, 2024 by the Government of Punjab (GoPb) with an aim to streamline the regulatory measures across the Punjab for better and more effective enforcement of special laws., having its office at 02-04 Arfa Karim Technology Park, Ferozepur Road, Lahore, Pakistan (hereinafter referred to as "**PERA**" which expression shall, wherever the context so requires or permits, include its successors and assigns);

And

[Supplier], a supplier for Extendable for Air Conditioners, Air Purifiers & LEDs for PERA HQ, having its office/address at [ADDRESS] (hereinafter referred to as the **"Supplier"** which expression shall, wherever the context so requires or permits, include his successors and assigns).

('**PERA**' and '**Supplier**' shall individually be referred to as a "**Party**" and collectively as "**Parties**")

RECITALS

A. Whereas, **PERA** an authority established through the enactment of the Punjab Enforcement & Regulation Act, 2024 by the Government of Punjab (GoPb) with an aim to streamline the regulatory measures across the Punjab for better and more effective enforcement of special laws. In this regard PERA desires to engage the Supplier in order to procure the Acs for PERA HQ ("**Goods**") as envisaged herein this Agreement and specified under Annexure-A;

B. And Whereas, the Supplier is desirous of providing the aforesaid "**Goods**" and related services and submitted its proposal/bid on [add] and the proposal/bid has been deemed successful for awarding of this Agreement;

C. And Whereas, the Supplier has agreed to offer and PERA has agreed to procure the envisaged Goods on the terms and conditions set out herein below;

D. And Whereas, the Recitals and appendices attached hereto shall be read and construed as an integral part of this Agreement.

Now Therefore, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Definitions

1.1. In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

"**Applicable Law**" means any common or customary law, constitutional law, any statute, regulation, resolution, rule, ordinance, enactment, judgment, order, code, decree, directive, notification, clarification, guideline, policy, requirement or any other governmental direction having the force of law and any form or decision of or determination by or interpretation of any of the foregoing by any competent authority or governmental body or department, now or hereafter in effect, in each case as amended, re-enacted or replaced to the extent applicable to any of the Parties;

"**Contract**" means the agreement entered into between PERA 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.

"**Contract Price**" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.

"**Confidential Information**" has the meaning given to the term found in Clause 14 below.

"**Goods**" means all of the equipment, machinery, and/or other materials which the Supplier is required to supply to the Procuring Agency under the Contract.

"**Party**" or "**Parties**" shall have the meaning set forth in this Agreement;

"**Services**" means those services ancillary and related to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, maintenance & repair and other such obligations of the Supplier covered under the Contract.

"Tax" or **"Taxes"** shall mean any tax, charges, excise, fees, impost, tariff, duty, levy, and all other assessments, which may now or hereafter be enacted, levied or imposed, directly or indirectly, by the relevant authority.

"Terms" shall mean these General Terms and Conditions including all Annexures **attached** hereto.

"UAC" shall mean the User Acceptance Certificate issued by PERA to the Supplier.

1.2. Interpretation

Headings in these Terms are inserted only for convenience and shall not affect its construction and interpretation; the singular includes the plural, the masculine includes the feminine, and vice-versa where the context requires; a reference to any Clause or Annexure shall be construed as a reference to a clause or annexure to these Terms; Annexures to these Terms shall be an integral and operative part of this Agreement and any breach thereof or any misrepresentation contained therein shall entitle the Parties to the same remedies as are available in respect of other terms of the Agreement.

2. Scope of Work

2.1. Supplier agrees to provide the Goods in accordance with the specifications detailed under **Annexure A** (Specifications of Goods**).**

2.2. Supplier further agrees to provide all related services which may be required by PERA at any time during the term of this Agreement.

3. Term & Payment

3.1. This Agreement shall come into force on [**.**], 2025 and shall remain valid till [add date].

3.2. Time is of the essence in this Agreement and, whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement. In case of any sort of delay in the performance by the Supplier, PERA shall be entitled to deduct [•] of the total contract price per day till such delay continues as per the deliverables.

3.3. In consideration of the satisfactory provision of Goods and related services, PERA shall pay an amount (inclusive of all applicable taxes) as per the payment terms (**Annexure – B**).

3.4. Subject to the terms and conditions of this Agreement, PERA shall pay the complete and valid invoice within thirty (30) days after the receipt of the invoice and the submission of the UAC.

3.5. All the payments shall be made in PKR as per actual utilization, after applying all the applicable taxes.

4. Performance Security

4.1. The Supplier shall furnish a Performance security of Rs._____to PERA in the form specified in clause 4.3.

4.2. The proceeds of the Performance security shall be payable to PERA as compensation for any loss resulting from the Supplier's failure to proceed with the contract and complete its obligations.

4.3. The Performance security shall be in the form of a pay-order or demand draft favouring PERA.

4.4. The Supplier shall ensure that the performance security holds a minimum validity period during the concurrency of the contract.

5. Obligations

5.1. In providing the Goods and related Services to PERA, the Supplier shall, at all times, observe and comply with all the guidelines and policies of PERA communicated to the Supplier from time to time.

5.2. Unless agreed otherwise in writing between the Parties, the Supplier shall ensure the delivery of the Goods, any related goods, items or services within 10 days from the execution of the contract and the date of issuance of the purchase order ("Purchase Order").

5.3. Supplier acknowledges that the Goods shall be subject to GRN by PERA, and shall ensure that the rectification of any issues regarding the Goods are made/done within 24 hours of receipt of request, whether written or oral, by PERA.

5.4. Supplier shall ensure all the Goods and ancillary items supplied pursuant to this Agreement are genuine and compatible with the existing infrastructure of PERA.

5.5. Supplier shall ensure that the Goods provided pursuant to the Agreement are up to the standards as communicated by PERA and PERA has the right to request changes to the Goods provided by the Supplier to ensure that the Goods are as per the requirement and standard.

5.6. Supplier shall ensure that the Goods provided are of the best quality and are in accordance with the specifications communicated by PERA to the Supplier and as laid down in Annexure A.

5.7. Supplier shall retain and maintain all records related to the Agreement during the life of the Agreement and five (05) years after the expiry of this Agreement.

5.8. Supplier shall carry out all activities under this Agreement with the highest standards of quality, professional and ethical competency and integrity.

5.9. Supplier shall further ensure that it has obtained all permissions to use, install, repair, maintain etc. the Goods from the original manufacturer, if required.

6. Warranties and Representations

6.1 Supplier's warranties and representations

6.1.1 Supplier warrants and represents that he has the legal right and capacity to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized and no proceedings on part of any person are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.

6.1.2 Supplier is legally entitled, validly existing and carrying on his business under the laws of Pakistan and complies with the eligibility criteria set out in the expression of interest and the request for proposal document.

6.1.3 Supplier warrants and represents that he shall comply with any alteration or replacement requests made by PERA to ensure that the Goods and are up to the standards and expectations of PERA, at no additional cost to PERA.

6.1.4 Supplier warrants and represents that the Goods provided in connection to this Agreement are free from defects and up to or exceeding industry standards, the quality and fitness for which shall be determined by PERA.

6.1.5 Supplier warrants and represents that he has the requisite experience of providing the Goods required in connection with this Agreement.

6.1.6 Supplier warrants and represents that he shall be legally responsible for all acts of his employees, sub-contractors, independent contractors etc. (if any) providing the Goods. Provided, that the Supplier has taken written permission from PERA to delegate/assign any employee/contractor the obligations of this Agreement.

6.1.7 The execution and performance of this Agreement does not constitute a violation of any applicable laws of Pakistan and/or any agreement/understandings to which any or each of the said Parties are bound by.

6.1.8 Supplier warrants that he possesses all requisite licenses, qualifications, certifications, registrations, regulatory approvals etc. for entering into, and performing his obligations under this Agreement.

6.1.9 Supplier warrants and represents that there are no proceedings pending, or threatened, (i) for its dissolution or bankruptcy or (ii) that

could adversely affect the performance of his respective obligations under this Agreement or the transaction contemplated hereby.

6.1.10 Supplier warrants that he shall perform his obligations with all due diligence and efficiency and to the satisfaction of PERA and shall exercise such skill and care in performance of the same in accordance with the best professional techniques, standards and practices in the training industry in engagements of similar scope, complexity and duration.

6.1.11 This Agreement and all documents to be executed by the Supplier and to be delivered to PERA are/shall be duly authorized, registered, executed and delivered, and are/shall be legal, valid, and binding obligations of the Supplier.

6.2 PERA's warranties and representations

6.2.1 This Agreement and all documents executed or to be executed by PERA and to be delivered to Supplier in connection herewith are/shall be duly authorized, executed and delivered, are legal, valid and binding obligations of PERA enforceable in accordance with their respective terms, and do not violate the provisions of any agreement, judicial order, governmental ruling or applicable state or federal law or regulation to which PERA is a party or to which PERA is subject.

7. Indemnities and Liabilities of the Supplier

7.1. Supplier shall be fully liable for the obligations arising out of or in connection with this Agreement.

7.2. Supplier shall defend, indemnify and hold safe and harmless PERA and its respective owners, employees, representatives and affiliates from and against any and all claims, demands, complaints or actions, including those by third parties (including employees of the Supplier, its subcontractors and government agencies), arising from or relating to this Agreement (including personal injury, death, property damage or damage to the environment) to the extent arising out of or in connection with any breach of this Agreement or violation of law by Supplier or any contractor thereof, and including claims of or actual joint or concurrent negligence, but not including any sole or gross negligence, or willful misconduct of PERA. The claims, demands, complaints and actions covered hereunder include but are not limited to all settlements, losses, liabilities, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions.

8. Indemnities and Liabilities of PERA

8.1. Except for a breach of this Agreement, in no event shall PERA be liable to the Supplier for any loss of profits, loss of business, interruption of business, or for indirect, special, incidental or consequential damages of any kind, even if such Supplier or PERA received advance notice of the possibility of such damages.

8.2. The Supplier shall have no claim against PERA for any liability whatsoever unless expressly provided in this Agreement. In this regard, PERA's liability shall be excluded to the fullest extent permitted under law and to the extent it cannot be excluded under law; the maximum overall liability of PERA shall not exceed value of the contract for any and all claims and losses.

9. Events of Default and Termination

9.1. The following events shall each constitute an "Event of Default" by Supplier and PERA upon such Event of Default shall be entitled to forthwith terminate this Agreement without any notice:

9.1.1. If the Supplier fails to timely deliver the Goods or fails to provide the Goods within the stipulated / intimated timeframes.

9.1.2. If the Supplier violates or breaches, or materially fails to fully and completely observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Agreement and does not cure such violation, breach or failure within thirty (30) days after PERA gives the Supplier written notice of such violation, breach or failure, or, if such violation, breach or failure can be cured but not within thirty (30) days with the use of diligent efforts, if the Supplier does not commence to cure such violation, breach or failure within such thirty (30) days period.

9.1.3. If the Goods provided do not conform to any requirements of PERA and subject to the same being informed to Supplier in writing the same is not replaced and/or rectified within [•] of such intimation and/or notification.

9.2. PERA reserves the right to terminate the Agreement, in whole or in part, at any point in time without assigning any reasons whatsoever with a one-month notice or payable deposit/payment.

10. Inspection

10.1. PERA's technical department shall inspect and check the Goods supplied by the Supplier at the time of delivery.

10.2. Subject to the terms and conditions of this Agreement, the Supplier shall use all reasonable efforts to correct all failures pertaining to the supply of the Goods and replace them as required. In case the Goods are not in accordance with the provisions of this Agreement, PERA shall have the discretion to order replacement and/or terminate the Agreement in which case the Supplier shall be obligated to return any and all amounts extended to them.

11. Entire Agreement

11.1. This Agreement, together with the following documents constitutes the entire agreement and understanding of the Parties with respect to its object and supersedes and cancels any prior representation, commitment, undertaking or agreement between the Parties, whether oral or written, with respect to or in connection with any of the matters or things to which such Agreement applies or refers.

11.2. the Bid Form and the Price Schedule submitted by the Bidder;

11.3. the Procuring Agency's Notification of Award.

11.4. Complete Bidding document

12. Record

12.1. Supplier shall retain all the record and working papers including monthly/quarterly reports, contracts, policies/ procedures invoices, receipts and other documentary evidence in connection with the execution of this Agreement for a period of five years after the termination of this Agreement.

13. Assignment and Sub-contracting

13.1. Supplier shall not assign, transfer or in any other way alienate any of its rights or obligations under this Agreement whether in whole or in part without the prior written consent of PERA.

13.2. Supplier shall not sub-contract the provisioning of the Goods or any related services without the express written permission of PERA.

14. Confidentiality

14.1. Except as otherwise permitted by this Agreement, neither of the Parties to this Agreement may disclose to third parties the contents of this Agreement or any information (other than tax advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary.

14.1.1. Either Party may, however, disclose such information to the extent that it:

14.1.2. Is or becomes public other than through a breach of this Agreement;

14.1.3. Is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;

14.1.4. Was known to the recipient at the time of disclosure or is thereafter created independently;

14.1.5. Is disclosed as necessary to enforce the recipient's rights under this Agreement; or

14.1.6. Must be disclosed under applicable law, legal process or professional regulations.

14.2. Either Party may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

15. Blacklisting

15.1. After signing the Agreement, if Supplier is unable to fulfil its obligations and/or abandons the project without any cogent reason and/or commits fraud or corruption, harassment or discrimination, the Supplier may be blacklisted by PERA and may be prohibited from participating in any PERA funded schemes in the future.

16. Force Majeure

16.1. Any event or circumstances beyond the reasonable control of a Party and unavoidable by the affected Party by exercise of due care shall be deemed as an 'event of Force Majeure'. This shall include, but not be limited to, earthquakes, tsunami, fire, explosion, terrorism, storm, flood, lightening, war and hostilities.

16.2. If either Party is affected by Force Majeure, it shall forthwith notify the other party of the nature and extent thereof.

16.3. Neither Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other Party, and the time for performance of that obligation shall be extended accordingly.

17. Notices

17.1. A notice or other communication under or in connection with this Agreement shall be:

(a) in writing;

(b) in the English language; and

(c) delivered personally, sent by courier or transmitted by email to the Party to which it is intended to be delivered.

17.2. Addresses:

PERA	**Supplier**
	-

18. Severability

18.1. In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provision(s) that is/are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

19. Variations

19.1. No variation of this Agreement shall be effective unless in writing and signed by or on behalf of all the Parties.

20. Counterparts

20.1. This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts and each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but taken together, they shall constitute one and the same instrument.

21. Amendments

21.1. Any amendment to this Agreement shall only be binding if executed in writing by the Parties through their duly authorized representatives.

22. Arbitration and Governing law

22.1. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Pakistan and the Parties consent and submit to the jurisdiction and service of process to the courts in Lahore.

22.2. The Parties agree that in case of any dispute regarding the quality and quantity of the Goods and/or any related services the decision of PERA shall be binding and final.

22.3. The Parties agree that in all other disputes, differences and questions in respect of any matter under this Agreement, whether during the term of this Agreement, or any renewals thereof, or after the expiry of this Agreement, arising between them may be referred to arbitration as stipulated in the Arbitration Act 1940 as amended from time to time.

23. Harassment

23.1. The Supplier is expected to treat all persons with whom it interacts or whom it engages for the purpose of providing the Goods, with respect and dignity. No worker shall be subjected to corporal punishment, abuse of power, threats, violence, intimidation, or harassment of any kind under the applicable laws.

24. Discrimination

24.1. In the process of providing the Goods, the Supplier shall not engage in discrimination based on race, color, biological sex, nationality, religion, any type of disability or physical characteristics, marital status, sexual orientation, gender identity, social class and age.

25. Anti-Bribery and Anti-Corruption

25.1. The Supplier shall ensure that the Supplier, the Supplier's personnel and any other person responsible for providing and performing the Goods are in compliance with all anti-corruption and anti-bribery laws, and will remain in compliance with all such laws during the term of this Agreement.

25.2. PERA shall have the right to terminate this Agreement if the Supplier breaches this Clause 24.

26. Waiver

26.1. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach or acceptance of any variation or the relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

In witness thereof, each Party has executed and delivered this Agreement as a deed on the date, which first appears above.

Director General (PERA)	Supplier

Witnesses:

1. 2.

Annexure-A

AS specified in Section III Technical Specification.

Annexure-B
Payment Terms

Sr. No.	Description	QTY	Unit Price without applicable taxes (PKR)	Taxes (%)	Applicable Taxes (Amount in PKR)	Unit Price with applicable taxes (PKR)	Total Price with All applicable taxes (PKR)
1	Wall Mounted Split Air Conditioner (with Installation, Accessories, as per actual) Brand: GREE or equivalent Capacity: 1 Ton Color: Gray Specifications: T3 Compressor, 3D Air Flow, Cool & Heat Function, up to 60% electricity savings providing lower energy consumption, Low voltage startups (150 V), LED Display, Refrigerant: R-410A	23					
2	Refrigerant pipe, proper cabling, insulation, PVC, drainpipe with TAR etc. (For 1 Ton)	700 (feet)					
3	Wall Mounted Split Air Conditioner (with Installation, Accessories, as per actual) Brand: GREE or equivalent Capacity: 1.5 Ton Color: Gray Specifications: 3D-4D Air Flow, LED Display, Cool & Heat Function, Low Voltage	06					

	startup, Smart energy saving mode, T3 Compressor for high temperatures, Quiet operations, Refrigerant: R-410A						
4	Refrigerant pipe, proper cabling, insulation, PVC, drainpipe with TAR etc. (For 1.5 Ton)	200 (feet)					
5	Wall Mounted Split Air Conditioner (with Installation, Accessories, as per actual) Brand: GREE or equivalent Capacity: 2 Ton Color: Gray Specifications: T3 Compressor 3D Air Flow, Cool & Heat Functions Six Filters, Auto Clean Function, 4-way swing, High Speed DSP Chip, Wi-Fi enabled, Refrigerant: R-410A	08					
6	Refrigerant pipe, proper cabling, insulation, PVC, drainpipe with TAR etc. (For 2 Ton)	250 (feet)					

7	Cabinet Air Conditioner (with installation, Accessories, as per actual) Brand: GREE or equivalent Capacity: 2 Ton Color: Gray Specifications: T3 Compressor, Strong 3D Air Flow, Low Voltage Startup, BTUs Capacity: 24000 BTUs, Intelligent Defrosting, Multi Fan Speed, Powerful compressor, Refrigerant: R-410A	10					
8	Air Purifiers: Philips or equivalent Technology: HEPA Nano Protect, Evaporative humidification, material: Plastic, Internet connectivity, Wi-Fi Range: 2.4 GHz, Coverage Area: up to 131 m2, CADR: 505m3/h & 650 ml/h rate, Filter Type: HEPA, Active Carbon, Pre-Filter, Particle Filtration: 99.97% at 0.003 microns, Humidification Rate: 650 ml/h, Noise Level: 15 dB (A) (Sleep Mode), 55 dB (A) (Turbo mode), Power Consumption: 42 W, Dimensions: Height : 74.7 cm, Width: 29.1 cm, Length : 29.1 cm , Weight: 7.5kg, Capacity	19					

	Water tank: 4L, Voltage: 220-240V, Frequency 50/60Hz, Stand by Power consumption: <2W.						
9	Air Purifiers: Phillips or equivalent Technology : HEPA Nano Protect, Material: Plastic, Coverage Area: up to 65 m2, CADR: 250 m3/h , Filter Type: HEPA, Prefilter, Particle Filtration: 99.97% at 0.003 microns, Noise Level: Min. sound 20.5 dB (A), Max. sound 49 dB (A), Power Consumption: 21 W, Dimensions: 36.4cm, Width: 24cm, Length: 23.8cm, Weight: 2.5 kg, Stand-by- power consumption: <1W, Voltage: 100-240V.	15					
10	LED 75-inch Interactive Smart Panel with Video Conferencing Functionality (As per specification provided bellow)	01					
11	LED 86-inch Interactive Smart Panel with Video Conferencing Functionality (As per specification provided bellow)	01					
Total Price with Applicable Taxes (PKR) in figures:							
Total Price with Applicable Taxes (PKR) in Words:							

Note:

- Payment shall be made after delivery of Air Conditioners, Air Purifiers & LEDs for PERA HQ subject to user acceptance and submission of Invoice as per the purchase order in accordance with the contract.
- All the payments shall be made in PKR after applying all the applicable taxes.

Delivery:

- Unless agreed otherwise, Air Conditioners, Air Purifiers & LEDs for PERA HQ shall be provided within 20-30 days from the date of execution of the contract or issuance of Purchase Order (PO).

Penalty:

- Any delay in delivery of goods as per the agreed time frame will be subject to the following penalties:
- 0.25% penalty for each week's delay will be charged of the Purchase Order value.

8.10. Financial Bid Form/Price Schedule

- *[Item names and quantities must be reproduced from Section – III (Technical Specifications/Scope of Services). If any deviations are needed, it must be mentioned/quoted, separately in the Financial Proposal.*
- *To be reproduced on the letter head, signed & stamped by the Bidder.*
- ***To be attached with Financial Bid.]***

Sr. No.	Description	QTY	Unit Price without applicable taxes (PKR)	Taxes (%)	Applicable Taxes (Amount in PKR)	Unit Price with applicable taxes (PKR)	Total Price with applicable taxes (PKR)
1	Wall Mounted Split Air Conditioner (with Installation, Accessories, as per actual) Brand: GREE or equivalent Capacity: 1 Ton Color: Gray Specifications: T3 Compressor, 3D Air Flow, Cool & Heat Function, up to 60% electricity savings providing lower energy consumption, Low voltage startups (150 V), LED Display, Refrigerant: R-410A	23					
2	Refrigerant pipe, proper cabling, insulation, PVC, drainpipe with TAR etc. (For 1 Ton)	700 (feet)					
3	Wall Mounted Split Air Conditioner (with Installation, Accessories, as per actual) Brand: GREE or equivalent Capacity: 1.5 Ton Color: Gray Specifications: 3D-4D Air Flow, LED Display, Cool & Heat Function, Low Voltage startup, Smart energy saving mode, T3 Compressor for high	06					

	temperatures, Quiet operations, Refrigerant: R-410A						
4	Refrigerant pipe, proper cabling, insulation, PVC, drainpipe with TAR etc. (For 1.5 Ton)	200 (feet)					
5	Wall Mounted Split Air Conditioner (with Installation, Accessories, as per actual) Brand: GREE or equivalent Capacity: 2 Ton Color: Gray Specifications: T3 Compressor 3D Air Flow, Cool & Heat Functions Six Filters, Auto Clean Function, 4-way swing, High Speed DSP Chip, Wi-Fi enabled, Refrigerant: R-410A	08					
6	Refrigerant pipe, proper cabling, insulation, PVC, drainpipe with TAR etc. (For 2 Ton)	250 (feet)					
7	Cabinet Air Conditioner (with installation, Accessories, as per actual) Brand: GREE or equivalent Capacity: 2 Ton Color: Gray Specifications: T3 Compressor, Strong 3D Air Flow, Low Voltage Startup, BTUs Capacity: 24000 BTUs, Intelligent Defrosting, Multi Fan Speed, Powerful compressor, Refrigerant: R-410A	10					
8	Air Purifiers: Philips or equivalent	19					

	Technology: HEPA Nano Protect, Evaporative humidification, material: Plastic, Internet connectivity, Wi-Fi Range: 2.4 GHz, Coverage Area: up to 131 m2, CADR: 505m3/h & 650 ml/h rate, Filter Type: HEPA, Active Carbon, Pre-Filter, Particle Filtration: 99.97% at 0.003 microns, Humidification Rate: 650 ml/h, Noise Level: 15 dB (A) (Sleep Mode), 55 dB (A) (Turbo mode), Power Consumption: 42 W, Dimensions: Height : 74.7 cm, Width: 29.1 cm, Length : 29.1 cm , Weight: 7.5kg, Capacity Water tank: 4L, Voltage: 220-240V, Frequency 50/60Hz, Stand by Power consumption: <2W.						
9	Air Purifiers: Phillips or equivalent Technology : HEPA Nano Protect, Material: Plastic, Coverage Area: up to 65 m2, CADR: 250 m3/h , Filter Type: HEPA, Prefilter, Particle Filtration: 99.97% at 0.003 microns, Noise Level: Min. sound 20.5 dB (A), Max. sound 49 dB (A), Power Consumption: 21 W, Dimensions: 36.4cm, Width: 24cm, Length: 23.8cm, Weight: 2.5 kg, Stand-by- power consumption: <1W, Voltage: 100-240V.	15					

10	LED 75-inch Interactive Smart Panel with Video Conferencing Functionality (As per specification provided bellow)	01					
11	LED 86-inch Interactive Smart Panel with Video Conferencing Functionality (As per specification provided bellow)	01					
Total Price with Applicable Taxes (PKR) in figures:							
Total Price with Applicable Taxes (PKR) in Words:							

Note:

- It is mandatory to comply with the specifications and bid for all items as one package, partial bid is not allowed. In case of non-compliance bidder shall be disqualified from the bidding process.
- In case of difference between unit price and total price, unit price shall prevail, and total price shall be "final". *(Please refer to ITB clause 2.5.6).*
- In case of difference between amount in "words" and amount in "figures", amount in "words" shall be considered final.
- Mentioned quantities are just for **evaluation purposes**, contract will be awarded based on the **Least Cost Method** as per the total price of Air conditioners, Pipes, Air purifiers, LEDs However, Purchase Order will be issued as per the required quantities on Unit Price (Inclusive of taxes).

Payment Terms:

- Payment shall be made after delivery of Air Conditioners, Air Purifiers & LEDs for PERA HQ subject to user acceptance and submission of Invoice as per the purchase order.
- All the payments shall be made in PKR, after the deduction of all applicable taxes.

Delivery:

- Unless agreed otherwise, Air Conditioners, Air Purifiers & LEDs for PERA HQ shall be provided within 20-30 days from the date of execution of the contract or issuance of Purchase Order (PO).

Stamp & Signature of Bidder _____

8.11. Bid Security Form

(Applicable in case of Bank Guarantee only)

[To be signed & stamped by the Bidder and reproduced on the letter head]

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

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

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of Bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its Bid by the Procuring Agency during the period of Bid validity:

   (a) fails or refuses to execute the Contract Form, if required; or
   (b) fails or refuses to furnish the Performance Guarantee, in accordance with the Instructions to Bidders;

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

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

_____

[Signature of the bank]

[The Procuring Agency may alter or modify the details of this form in accordance with PPR-14 keeping in view its requirements, nature of procurement i.e. Bulk/Framework, item wise/package wise and form of contract to be adopted (i.e. DDP, CIF, C&F, FOR, FOP etc. if applicable) However, for a standard procurement/contract contents of a generalized this Form may be as provided above.]

8.12. Integrity Pact Form

(Declaration of fees, commission, and brokerage etc. payable by the Supplier in contracts worth PKR.10.00 million or more)

*[May be required as per PPRA regulation before signing of contract, to be printed on not less than PKR 100 Stamp Paper, duly **attested by oath commissioner**.]*

Dated: _____

Contract Number: _____
Contract Value: _____
Contract Title: _____

[Name of Supplier] hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Pakistan or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoP) through any corrupt business practice.

Without limiting the generality of the foregoing [Name of Supplier] represents and warrants that it has fully declared the brokerage, commission, fee etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultations fee or otherwise, with the object of obtaining or inducing the procurement of a contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP, except that which has been expressly declared pursuant hereto.

[Name of Supplier] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with GoP and has not taken any action or will not take any action to circumvent the above declaration, representative or warranty.

[Name of Supplier] accepts full responsibility and strict liability for making and false declaration, not making full disclosure, misrepresenting fact or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to GoP under any law, contract or other instrument, be voidable at the option of GoP.

Notwithstanding any rights and remedies exercised by GoP in this regard, [Name of Supplier] agrees to indemnify GoP for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to GoP in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by [Name of Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from GoP.

_____ _____

[Buyer] [Seller/Supplier]

Section IX- Check List

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

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

Sr. #	Detail	Responsive	Non-responsive
1	Bid Security of 2.0% (i.e., Rs. 700,000/- (Seven Lac Rupees) in the form of a pay-order or demand draft favoring Punjab Enforcement & Regulatory Authority (PERA) shall reach to PERA, Procurement Department on 02-04 Arfa Karim Tower Ferozepur Road, Lahore, Pakistan, Lahore – Pakistan before the opening of the bid (Please mention the title of the procurement on envelope). If the original bid security is not delivered before the opening of the bid, the bidder shall be disqualified for further proceedings. The Bid Security should be valid for a period of not less than 6 months and a scanned copy must be attached to EPADS.		
2	Copy of certificate of incorporation/company registration certificate/ firm registration certificate.)		
3	Active Registration with Income Tax Authorities (National Tax Number NTN), as per the Evaluation Criteria		
4	Copy of active Registration with Sales Tax Authorities (STRN), as per the Evaluation Criteria		
5	Copy of active Registration (Professional Tax Certificate) as applicable		
6	Relevant Past Experience Documents, as per the Evaluation Criteria.		
7	Bid Form (as per form 8.1 of Bidding documents) on letter head of the firm, duly signed and		
8	General Information Form (as per form 8.5 of Bidding documents) on letter head of the firm duly signed and stamped.		
9	Affidavit (as per form 8.6) on non-judicial Stamp Paper of not less than Rs. 100/-.		

	(Please attach a copy of Affidavit on stamp paper (duly attested by oath commissioner) of not less than Rs 100, declaring that the firm/company is not blacklisted, and original affidavit must be delivered to PERA office as per the mentioned address before the closing date and submission time of the bid.)		
10	Technical Bid Form (as per form 8.8 of Bidding documents) on letter head of the firm duly signed and stamped.		
11	All Mandatory Requirement with supporting document as specified in 2.1.3 of the Eligibility Criteria.		
12	Financial Bid Form (as per form 8.10 of Bidding documents) on letter head of the firm, duly signed and stamped. stamped (please attach in Financial Envelope of the bid, if financial related information is disclosed in technical bid, it will lead to disqualification)		

Stamp & Signature of Bidder _____