



BIDDING DOCUMENT LIQUID NITROGEN

TENDER #03/BI/L&DD/2023-24

**GOVERNMENT OF THE
PUNJAB DIRECTORATE OF BREED
IMPROVEMENT**

**LIVESTOCK & DAIRY DEVELOPMENT DEPARTMENT
A.I. Section Inside Hostel of UVAS. Outfall Road, Lahore
Phone No. 042-99211912**

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CHECK LIST

The provision of this checklist is essential prerequisite along with submission of tenders.

1	Technical/Financial Bid have been prepared on the prescribed Performa provided by the procuring agency department and nothing is left blank	Yes		No	
2	Technical/Financial Bid is attached with covering letter on letter head of our firm	Yes		No	
3	Bio Data form is duly filled and signed and nothing is left blank	Yes		No	
4	Manufacturing license from competent authority	Yes		No	
5	Minimum three year business history	Yes		No	
6	Supply order details for last three year	Yes		No	
7	Acceptance of terms and condition, tender documents duly signed and stamped	Yes		No	
8	Company profile including engineering and managerial capability	Yes		No	
9	Income Tax Registration (Certificate Attached)	Yes		No	
10	Sale Tax Registration (Attached)	Yes		No	
11	Literature/broachers/PIB etc (Attached)	Yes		No	
12	Integrity Pact on Judicial stamp paper of Rs.100-00 (Attached).	Yes		No	
13	Copy of Professional Tax registration attached	Yes		No	
14	Copy of CNIC	Yes		No	
15	Original receipt for purchase of tender	Yes		No	

TENDER NUMBER 03/BI/L&DD/2023-24**Part-I****TENDER DOCUMENT FOR PROCUREMENT OF LIQUID NITROGEN UNDER (NON-DEVELOPMENT SCHEME) “DIR BI PROVINCIAL SCHEME” DURING 2023-2024.**

TENDER DOCUMENT NUMBER	Dated _____
LAST DATE & TIME FOR RECEIPT OF TENDER	04.04.2023 at 11:00 AM
DATE OF OPENING OF TECHNICAL PROPOSAL	04.04.2023 at 11:30 AM
DATE OF OPENING OF FINANCIAL PROPOSAL	11.04.2023 at 11:00 AM
VENUE:	Directorate of Breed Improvement, L&DD, Punjab, A.I. Section, Inside Hostel of UVAS, Outfall Road, Lahore.
TENDER FEE (Non-refundable)	Rs.1000-00

BIO-DATA OF THE PARTICIPATING FIRM *(To be compulsory filled)*

Name of the firm _____

Manufacturing License No. _____

Name of Authorized person _____

Category Manufacturer _____

Income Tax No. _____

Sales Tax No. _____

Previous Experience No. of Years (_____) please attach relevant documents _____

Permanent Address of firm _____

No. of Pages attached by bidder _____

with Bidding document _____

Phone or Cell No. _____

Fax No. or Email Address _____

It is certified that the above Bio data form is duly filled is correct and nothing is left blank. We understand that any column leaving blanks will liable to be rejected.

Signature & Stamp _____

Name _____

Firm _____

Address _____

SCHEDULE FOR INVITATION OF BIDDING DOCUMENTS, BID EVALUATION / QUALIFICATION CRITERIA WITH TERMS & CONDITIONS FOR PROCUREMENT AND FRAME WORK CONTRACT OF LIQUID NITROGEN UNDER (NON-DEVELOPMENT)“DIR BI PROVINCIAL SCHEME” DURING 2023-2024.

Last date & time for issuance of tenders	=	04.04.2023 till 10:30 AM
Last date & time for receipt of tenders	=	04.04.2023 till 11:00 AM
Date & time for opening of Technical Proposal	=	04.04.2023 at 11:30 AM
Date & Time of opening of Financial Proposal	=	11.04.2023 at 11:00 AM
Consignee		Director Breed Improvement, L&DD, Punjab, Lahore
Delivery period		365 days for the financial year, 2023-2024 (Frame work contract)
Bid validity		30.06.2023

Instructions to Bidders (ITB)

General Instructions:

1. Content of Bidding Document

1.1 The goods required, bidding procedures, and Contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:

- (a) Instructions to Bidders (ITB);
- (b) General Conditions of Contract (GCC);
- (c) Special Conditions of Contract (SCC);
- (d) Technical Specifications;
- (e) Manufacturer's Authorization Form;
- (f) Integrity pact
- (g) Certificate
- (h) Technical Proposal
- (i) Financial Proposal

1.2 The "Invitation for Bids" does not form part of the Bidding Documents and is included as a reference only. In case of discrepancies between the Invitation for Bid and the Bidding Documents listed in 1.1 said Bidding Documents shall take precedence.

1.3 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect shall be at the Bidder's risk and may result in the rejection of its bid.

2. Source of Funds

2.1 The Government of Punjab has allocated funds to the Director, Breed Improvement for purchase of **Liquid Nitrogen** under the relevant head of Account during the financial year, 2023-2024 (herein referred to as the "Procuring Agency").

3. Eligible Bidders

3.1 This Invitation for Bids is open to all original Manufacturers for supply of goods.

3.2 The bidder must possess valid authorization from the Foreign Principal / Manufacturer and in case of Manufacturer; they should have a documentary proof to the effect that they are the original Manufacturer of the required goods.

3.3 Bidders should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Government (Federal, Provincial), a local body or a public sector organization.

4. Eligible Goods and Services

- 4.1** All goods and related services to be supplied under the contract shall have their origin in eligible source Countries and all expenditures made under the contract shall be limited to such goods and services.
- 4.2** For the purpose of this clause, (a) the term “Goods” includes any Goods that are the subject of this Invitation for Bids and (b) the term “Services” includes related services such as transportation etc. 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 or processing, or substantial and major assembly of components, a commercially recognized product is produced that is substantially different in basic characteristics or in purpose or utility from its components.

5. Cost of Bidding

- 5.1** The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring Agency shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

6. Clarification of Bidding Documents

- 6.1** A prospective Bidder requiring any clarification of the bidding documents may notify the Procuring Agency in writing at the Procuring Agency's address indicated in the Invitation for Bids. The Procuring Agency shall respond in writing to any request for clarification of the bidding documents, which it receives not later than ten (10) days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Procuring Agency's response (including an explanation of the query but without identifying the source of inquiry) shall be sent to all prospective Bidders that have received the bidding documents.

7. Amendment of Bidding Documents

- 7.1** At any time prior to 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, may modify the bidding documents by amendment.
- 7.2** All prospective Bidders that have received the bidding documents shall be notified of the amendment in writing or by cable or by phone, and shall be binding on them.
- 7.3** In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids. Amendment notice to that effect shall be communicated in the same manner as the original invitation to bid.

8. Qualification and Disqualification of Bidders

- 8.1** In the absence of prequalification, the Procuring Agency shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the Contract satisfactorily, in accordance with the criteria
- 8.2** The determination shall take into account the Bidder's financial, technical, and production capabilities. It shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB, as well as such other information as the Procuring Agency deems necessary and appropriate.
- 8.3** An affirmative determination shall be a pre-requisite for Award of the Contract to the Bidder. A negative determination shall result in rejection of the Bidder's bid, in which event the Procuring Agency shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.
- 8.4** The Procuring Agency, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect in Supplier's capacities may require the Suppliers to provide information concerning their professional, technical, financial, legal or managerial competence.
- 8.5** The Procuring Agency shall disqualify a Bidder if it finds, at any time, that the information submitted by him concerning his qualification as Supplier was false and materially inaccurate or incomplete.
- 8.6** Bidders that are found to consistently fail to provide satisfactory performances or are found to be indulging in corrupt or fraudulent practices shall be black listed.

9. Corrupt or Fraudulent Practices

- 9.1** The Procuring Agency requires that all Bidders/ Suppliers/ Contractors observe the highest standard of ethics during the procurement and execution of such Contracts. In pursuance of this policy, the Procuring Agency:
- a.** defines, for the purposes of this provision, the terms set forth below as follows:
 - i.** “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.

- II. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition;
- b. shall reject a proposal for Award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the Contract in question; shall declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Contract

Preparation of Bids

10. Language of Bid

- 10.1** 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 English. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in English, in which case, for purposes of interpretation of the Bid, the translation shall govern.

11. Documents Comprising the Bid

- 11.1** The bid prepared by the Bidder shall comprise the following components:
- (a) A Bid Form and Price Schedule completed (to be submitted along with financial proposal);
 - (b) Documentary evidence established in accordance with ITB that the Bidder is eligible to bid and is qualified to perform the Contract if its bid is accepted;
 - (c) Documentary evidence established in accordance with ITB Clause 15 that the goods to be supplied by the Bidder are eligible goods and conform to the bidding documents.

12. Bid Form and Price Schedule

- 12.1** The Bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents indicating the goods to be supplied, a brief description of the goods, specifications, taxes, quantity, and prices.

13. Bid Prices

- 13.1** The Bidder shall indicate on the Price Schedule the unit prices and total bid price of the goods, it proposes to supply under the Contract.
- 13.2** Form for Price Schedule is to be filled in very carefully, and should be typed. Any alteration/ correction must be initialed. Every page is to be signed and stamped at the bottom.
- 13.3** The Bidder should quote the prices of goods according to the technical specifications. The specifications of goods, different from the demand of enquiry, shall straightway be rejected.
- 13.4** The Bidder is required to offer competitive price. All prices must include relevant taxes and duties, where applicable. If there is no mention of taxes, the offered/ quoted price shall be considered as inclusive of all prevailing taxes/duties. The benefit of exemption from or reduction in the GST or other taxes shall be passed on to the Procuring Agency.
- 13.5** Prices offered should be for the entire quantity demanded; partial quantity offers shall straightway be rejected. Conditional offer shall also be considered as non-responsive Bidder.
- 13.6** While tendering your quotation, the present trend/ inflation in the rate of goods and services in the market should be kept in mind. No request for increase in price due to market fluctuation in the cost of goods and services shall be entertained after the bid has been submitted.

14. Bid Currencies

- 14.1** Prices shall be quoted in Pak Rupees in case of free delivery basis (DDP).
- 14.2** State Bank of Pakistan's foreign currency selling rate will be considered from the date of opening of financial bid.

15. Documents Establishing Bidder's Eligibility and Qualification

- 15.1** The Bidder shall furnish, as part of its technical bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 15.2** The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is an eligible as defined under ITB Clause 3.
- 15.3** The documentary evidence to be submitted in the Technical Proposal for the purposes of qualification and technical evaluation shall include:
- (a) The Supplier/ agent shall have to produce letter of authorization from Manufacturer and in case of Manufacturer, documentary proof to the effect that they are the original Manufacturer of the required goods shall be provided.

- (b) National Tax Number (NTN) and General Sales Tax Number (if applicable) with documentary proof shall have to be provided by each Bidder in the tender.
- (c) The Bidder/ Manufacturer shall submit an affidavit on legal stamp paper of Rs.100/- that their firm has not been blacklisted in the past on any ground by any Government (Federal, Provincial), a local body or a public sector organization. On account of submission of false statement the Bidder shall be disqualified forthwith and subsequently black listed.
- (d) The Bidder is required to provide with the technical proposal the name of item(s), tender number and serial number in the exact manner as quoted in the financial proposals.
- (e) The Bidder must indicate the, capacity of production.

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

- 16.1** Pursuant to ITB Clause 11, the Bidder shall furnish along with technical proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all goods, which the Bidder proposes to supply under the Contract.
- 16.2** The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods offered, with a certificate of origin issued by the Manufacturer.

17. Bid Security, The bidder will submitted 2% of bid security of the estimated price of the procuring agency in the form of the CDR with the financial proposal.

18. Bid Validity

- 18.1** Bids shall remain valid up to 30.06.2023. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.
- 18.2** The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional circumstances and for reasons to be recorded in writing, if an extension is considered necessary, all those who have submitted their bids shall be asked to extend their respective bid validity period. Such extension shall be for not more than the period equal to the period of the original bid validity. Such extension shall not be for more than the period equal to the period of the original bid validity.
- 18.3** Bidders who,
 - (a) agree to the Procuring Agency's request for extension of bid validity period shall not be permitted to change the substance of their bids; and
 - (b) do not agree to an extension of the bid validity period shall be allowed to withdraw their bids, if any.

Submission of Bids

19. Format and Signing of Bid

- 19.1** The bid shall be typed and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the bid shall initial all pages of the bid.
- 19.2** Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- 19.3** All bidding documents to be duly attested (signed and stamped) by the authorized person of company.

20. Sealing and Marking of Bids

- 20.1** The envelopes shall be marked as "FINANCIAL PROPOSAL" and "TECHNICAL PROPOSAL" in bold and legible letters to avoid confusion. The envelopes shall then be sealed in an outer envelope.
- 20.2** The inner and outer envelopes shall:
 - a) be addressed to the Procuring Agency at the address given in the Invitation for Bids; and
 - b) Bear the Institution name and number indicated in the Invitation for Bids, and shall be inscribed by the following sentence: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the invitation for Bid.
- 20.3** The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared as non-responsive or late.
- 20.4** If the outer as well as inner envelope is not sealed and marked properly, the Procuring Agency shall assume no responsibility for the bid's misplacement or premature opening.

21. Deadline for Submission of Bids

- 21.1** Bids must be submitted by the Bidder and received by the Procuring Agency at the address specified under ITB Clause 19.1 not later than the time and date specified in the Invitation for Bids.

- 21.2** The Procuring Agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring Agency and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

22. Late Bid

- 22.1** Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency pursuant to ITB Clause 21 shall be rejected and returned unopened to the Bidder.

23. Withdrawal of Bids

- 23.1** The Bidder may withdraw its bid prior to the deadline specified in the invitation to bid.
- 23.2** 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 in ITB Clause 18.2. Withdrawal of a bid during this interval will make the bidder eligible to be debarred for further procurements for a period as deemed necessary by the Procuring Agency.

The Bidding Procedure

24. Single stage –two envelopes bidding procedure

- 24.1** Single stage – two envelopes bidding procedure shall be applied:
- (i) The bid shall comprise a single package containing two separate envelopes. Each envelope shall contain separately the financial proposal and the technical proposal;
 - (ii) the envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHNICAL PROPOSAL” in bold and legible letters to avoid confusion;
 - (iii) initially, only the envelope marked “TECHNICAL PROPOSAL” shall be opened;
 - (iv) the envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of Procuring Agency without being opened;
 - (v) the Procuring Agency shall evaluate the technical proposal, without reference to the price and reject any proposal which does not conform to the specified requirements;
 - (vi) during the technical evaluation no amendments in the technical proposal shall be permitted;
 - (vii) the financial proposals of bids shall be opened publicly at time, date and venue to be announced and communicated to the Bidders in advance;
 - (viii) After the evaluation and approval of the technical proposal the Procuring Agency shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective Bidders; and
 - (ix) The bid found to be the lowest evaluated bid shall be accepted.

Opening and Evaluation of Bids

25. Opening of Bids by the Procuring Agency

- 25.1** The Procuring Agency shall initially open only the envelopes marked “TECHNICAL PROPOSAL” in the presence of Bidders’ representatives who choose to attend, at the time, on the date, and at the place specified in the Invitation for Bids. The Bidders’ representatives who are present shall sign the Attendance Sheet as evidence of their attendance. However, the envelope marked as “FINANCIAL PROPOSAL” shall remain unopened and shall be retained in safe custody of the Procuring Agency till completion of the evaluation process.
- 25.2** The Bidders’ names, item(s) for which they quoted their rate and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced at the opening of technical proposal. No bid shall be rejected at technical proposal/ bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 21. However, at the opening financial proposals (the date, time and venue would be announced later on), the bid prices, discounts (if any), and the presence or absence of requisite bid Security and such other details as the Procuring Agency, at its discretion, may consider appropriate, shall be announced.
- 25.3** The Procuring Agency shall prepare minutes of both the technical proposal as well as the financial proposal bid opening.

26. Clarification of Bids

- 26.1** During evaluation of the bids, the Procuring Agency may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

27. Preliminary Examination

- 27.1** The Procuring Agency shall examine the bids to determine whether they are complete, whether any computational errors have been made (at the time of opening the financial proposal), whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

- 27.2** In the financial bids (at the time of opening the financial proposal) the arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Bidders/Suppliers do not accept the correction of the errors, its bid shall be rejected. If there is a discrepancy between words and figures, the amount in words shall prevail.
- 27.3** The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation (or changes the substance of the bid), provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- 27.4** Prior to the detailed evaluation, pursuant to ITB Clause 27 the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions shall be deemed to be a material deviation for technical proposals. 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.
- 27.5** If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

28. Evaluation and Comparison of Bids

- 28.1** The Procuring Agency shall evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to ITB Clause 25.
- 28.2** The Procuring Agency's evaluation of technical proposal/ bid shall be on the basis of previous performances, test reports, inspection of plant/ factory/ premises, previous experience, financial soundness and such other details as already highlighted. However, the evaluation of financial proposal shall be on the basis of price inclusive of prevailing taxes and duties in pursuant to ITB Clause 13,14.
- 28.3** All bids shall be evaluated in accordance with the evaluation criteria (ITB Clause 29) and other terms and conditions set forth in these bidding documents.
- 28.4** A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in force at the time of issue of notice for invitation of bids.

29. Evaluation Criteria

- 29.1** For the purposes of determining the lowest evaluated bid, facts other than price such as previous performances, previous experience, engineering/ technical capabilities, financial soundness and such other details as the Procuring Agency at its discretion, may consider appropriate shall be taken into consideration. The following evaluation factors/ criteria will be employed on **technical proposals**.
- i) Only technically accepted bids will be opened whereas technically rejected bids will be returned un-opened.
 - ii) After technical evaluation is completed, the financial bids will be opened on date, time and location for opening of the financial proposals mentioned in the bidding document.
Bidders' attendance at the opening of financial proposals is optional.
 - iii) Financial proposals shall be opened publicly in the presence of the bidders' representatives who choose to attend. The name of the bidders and the price quoted rate the bidder shall be read aloud. Financial proposals of those Bidders failing the technical evaluation shall be returned unopened. These financial proposals shall be then opened, and the total prices read aloud and recorded.
- 29.2 Financial proposals would be evaluated as follows:**
- i) Incomplete bid shall stand rejected.
 - ii) Minor oversight, clerical mistakes, other minor inconsistencies that do not alter the substances of the financial bid may be corrected by the Procuring Agency.

30. Contacting the Procuring Agency

- 30.1** No Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.
- 30.2** Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will result in the rejection of the Bidder's bid and subsequent black listing. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

31. Rejection of Bids

- 31.1** The Procuring Agency may reject any or all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to any Bidder who submitted a bid, the grounds for its rejection of any or all bids, but is not required to justify those grounds.
- 31.2** The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 30.1 towards Bidders who have submitted bids.
- 31.3** Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

32. Re-Bidding

- 32.1** If the Procuring Agency rejects all bids in pursuant to ITB Clause 30, it may call for a re-bidding or if deems necessary and appropriate the Procuring Agency may seek any alternative methods of procurement.
- 32.2** The Procuring Agency before invitation for re-bidding shall assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for Bidders, as it may deem necessary.

33. Announcement of Evaluation Report

- 33.1** The Procuring Agency shall announce the results of bid evaluation of a report giving justification for acceptance or rejection of bids at least ten days prior to the award of procurement Contract.

Award of Contract**34. Acceptance of Bid and Award criteria**

- 34.1** The Bidder with technically evaluated lowest financial bid, if not in conflict with any other law, rules, regulations or policy of the Government, shall be awarded the Contract, within the original or extended period of bid validity.

35. Procuring Agency's right to vary quantities at time of Award

- 35.1** The Procuring Agency reserves the right at the time of Contract award to increase or decrease, the quantity of goods originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.

36. Limitations on Negotiations

- 36.1** Save as otherwise provided there shall be no negotiations with the bidder having submitted the lowest evaluated bid or with any other bidder: provided that the extent of the negotiation permissible shall be subject to the regulations issued by the PPRA.

37. Notification of Award

- 37.1** Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the Successful Bidder in writing by registered letter that its bid has been accepted.
- 37.2** The notification of Award shall constitute the formation of the Contract.

38. Signing of Contract

- 38.1** At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency shall send the Bidder the Contract Form (Frame Work Contract) provided in the bidding documents, incorporating all agreements between the Parties.
- 38.2** Within ONE week of receipt of the Contract Form, both the successful Bidder and the Procuring Agency shall sign. The Procuring Agency shall issue Purchase Order. If the successful Bidder, after completion of all codal formalities shows inability to sign the Contract then their bid Security/earnest money shall be forfeited and the firm shall be blacklisted minimum for two years for future participation. In such situation the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

39. Performance Guarantee

- 39.1** On the date of signing of the Contract, the successful Bidder shall furnish the Performance Guarantee/Security in accordance with the Special Conditions of Contract, in the Performance Guarantee/Security Form. The Performance Guarantee will be 10% of the contract amount. The performance security shall be deposited in the shape of deposit at call in the name of Director, Breed Improvement, L&DD, Punjab, Lahore or bank guarantee.
- 39.2** Failure of the successful Bidder to comply with the requirement of ITB Clause 37 or ITB Clause 38.1 shall constitute sufficient grounds for the annulment of the Award, in which event the Procuring Agency may make the Award to the next lowest evaluated Bidder or call for re-bidding.

40. Schedule of Requirement

- 40.1** The supplies shall be delivered within prescribed period mentioned in the Frame Work Contract (without penalty), and with prescribed penalty, as per following schedule of requirement:

Mode of Penalty	Delivery Period
Without Penalty	Prescribed in the purchase order/frame work contract

Requirements, penalty @ 0.1% per day of the cost not exceeding 10% of the purchase order value for late delivered supply shall be imposed upon the Supplier.

41.Redressal of grievances by the Procuring Agency

- 41.1** The Procuring Agency shall constitute a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 41.2** 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 fifteen days after the announcement of the bid evaluation report under rule 35.
- 41.3** The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 41.4** Mere fact lodging of a complaint shall not warrant suspension of the procurement process.

GRIEVANCES REDRESSAL COMMITTEE

1. Following committee for redressal of grievances of the bidders is constituted in pursuance clause 67 (1) of PPRA Rules-2014 to address the complaint of bidders that may occur prior to the entry into the force procurement contract.

#	Designation	Status
1.	Dr. Atia Bukhari, Assistant Research Officer (DS), Quality Control Lab., Lahore.	Convener
2.	Dr. Tahir Ismail, Senior Veterinary Officer, Directorate General (Production), L&DD, Punjab Lahore.	Member
3.	Dr. Ammara Mumtaz Senior Veterinary Officer, Directorate of Breed Improvement, L&DD, Punjab, Lahore.	Member

2. 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 10 days after the announcement of bid evaluation report. Whereas said committee shall investigate and decide upon the complaints within 15 days of the receipt of complaint in pursuance of Section 67 (2) (3) of PPRA Rules-2014.

42. Special Instructions (Technical Requirements).

- 42.1** Delivery of Liquid Nitrogen will have to be arranged on the location notified by the purchaser i.e. Semen Production Unit Qadirabad District Sahiwal and Lahore according to the schedule provided by Livestock & Dairy Development Department.
- 42.2** The Liquid Nitrogen will be purchased on Volume Basis.
- 42.3** The filling of Liquid Nitrogen in the tanks/containers will be made in the presence of Officers/ Officials of the Department to check the filling pressure and over flow of the tank.
- 42.4** The vehicle tank pressure will be set on zero at the time of filling which will be checked on spot.
- 42.5** Decanting losses during filling process will be borne by the supplier.
- 42.6** Filling of liquid nitrogen should be made slowly as per SOPs of liquid.

- 42.7** All the supplies will be measured in accordance with the capacity of Liquid Nitrogen tanks/containers of the department to be filled.
- 42.8** Invoices would be raised at the end of the each month and payments will be made thereof.
- 42.9** The supplier will be responsible for un-interrupted supply during the contract period. In case the contractor fails to execute the contract strictly in accordance with terms & conditions laid down in the frame work contract, the performance guarantee deposited by the firm shall be forfeited and the store will be purchased at risk and expenses of the supplier and the expenditure thus occurred will be recovered from the firm/contractor and the supplier/firm will not challenge it in any court of law. If the contractor/company fails to supply the Liquid Nitrogen according to the demand of L&DD, Department then the payment of the firm in the pipeline will be stopped at once and the amount including taxes incurred by the department will be recovered / adjusted against such payments from the firm.
- 42.10** Any Change in the supplies during the contract period will be liable to be effected according to the Prevailing conditions with prior consultation and mutual understating among both the parties.
- 42.11** All sub offices working under the L&DD Department will procure Liquid Nitrogen at the same rate/ with the same term & Conditions and the firm will submit bill directly to the respective sub offices for this, the supplier will have to open separate accounts in the name of sub offices.
- 42.12** The successful bidder will ensure the regular supply of Liquid Nitrogen of standard specifications required for freezing/preservation/storage of Bovine Semen. If at any time the losses occurred due to supply of low/poor quality Liquid Nitrogen, such losses will be recovered from the supplier and no laxity will be brooked in this respect.
- 42.13** The contractor/firm will be responsible to maintain the quantity and quality of Liquid Nitrogen throughout the contract period. The firm will fill the Liquid Nitrogen tanks at less than 2psi, so that the quantity of Liquid Nitrogen can be maintained during filling process.
- 42.14** Purchaser reserves the right to purchase full or part of the store or ignore / scrap & cancel the tender subject to availability of funds, reasonability of price & cost effectiveness.
- 42.15** The store is required by the consignee at Semen Production Unit Qadirabad District Sahiwal or office of Director Breed Improvement, L&DD, Punjab, Lahore.

B. General Conditions of Contract (GCC)

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 Liquid Nitrogen, which the Supplier is required to supply to the Procuring Agency under the Contract.
 - d.** "The Services" means those services ancillary to the supply of above goods, such as transportation of goods up to the desired destinations and other such obligations of the supplier covered under the Contract.
 - e.** "GCC" mean the General Conditions of Contract contained in this section.
 - f.** "SCC" means the Special Conditions of Contract.
 - g.** "The Procuring Agency" means the Director, Breed Improvement, L&DD Department Government of the Punjab.
 - h.** "Day" means calendar day.

2. Standards

- 2.1 The goods supplied under this Contract shall conform to the standards mentioned in the bidding documents/Technical Specifications.

3. Submission of Samples

- 3.1 The samples shall be submitted along with the bidding documents as and where required.

4. Ensuring Storage/ Installation Arrangements

- 4.1 To ensure storage and installation arrangements for the intended supplies, the Supplier shall inform end user for pre-requisites well in time for proper installation. In case the Supplier abides by the given time frame he shall not be penalized for delay.
- 4.2 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.1% per day of the cost not exceeding 10% of the purchase order value for late delivered supply shall be imposed upon the Supplier.

5. Inspections and Tests

- 5.1 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.
- 5.2 For the purpose of inspections and tests of equipment. The Supplier, all reasonable facilities and assistance, shall be furnished to the inspectors at no charge to the Procuring Agency. However, if the Supplier proves an undue delay in conduct of inspection on the part of Procuring Agency, the Supplier shall not be liable for penalty on account of that delay. The cost of such lab. tests shall be borne by the Manufacturer/ Supplier.
- 5.3 The Procuring Agency's right to inspect, test and, where necessary, reject the goods after the goods have been installed at Procuring Agency's destinations.

6. Delivery and Documents

- 6.1 The Supplier in accordance with the terms specified in the Schedule of Requirements shall make delivery of the goods. The details of documents to be furnished by the Supplier are specified in SCC.

7. Transportation

- 7.1 The Supplier shall arrange such transportation of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Schedule of Requirement.
- 7.2 Transportation including loading/unloading of goods shall be arranged and paid for by the Supplier, and related cost shall be inclusive in the Contract price. The addresses of destinations/ offices shall be provided at the time signing of Contract.

8. Incidental Services

- 8.1 The Supplier shall be required to provide the incidental services as specified in SCC and the cost of which should include in the total bid price.

9. Payment

- 9.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC. The currency of payment is Pak.

10. Prices

- 10.1 Prices charged by the Supplier for goods delivered under the Contract shall not vary from the prices quoted by the Supplier in its bid and shall remain the same till expiry of the framework contract.

11. Contract Amendments

- 11.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the Parties.

12. Subcontracts

- 12.1 The Supplier shall not be allowed to sublet the job and award subcontracts under this Contract.

13. Delays in the Supplier's Performance

- 13.1 Delivery of the goods shall be made by the Supplier in accordance with the time schedule prescribed by the Procuring Agency in the Schedule of Requirements frame work contract.
- 13.2 If at any time during performance of the Contract, the Supplier should encounter conditions impeding timely delivery of the goods, the Supplier shall promptly notify the Procuring Agency in writing of the fact of the delay, it's 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.
- 13.3 A delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages, unless an extension of time is agreed upon without the application of liquidated damages.

14. Penalties/Liquidated Damages

- 14.1 In case of late delivery beyond the presented period, penalty as specified in SCC shall be imposed upon the Supplier/Manufacturer. The above Late Delivery (LD) is subject to late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract.
- 14.2 If the firm provide substandard item and fail to provide the item the payment of risk purchase (which will be purchased by the indenter) the price difference shall be paid by the Firm.

15. Termination for Default

- 15.1 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 installments of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring
 - b. if the Supplier fails to perform any other obligation(s) under the Contract.
 - c. if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "**corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in Contract execution.
- "**fraudulent practice**" means a misrepresentation of facts in order to influence procurement process or the execution of a Contract to the detriment of the Procuring Agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring Agency of the benefits of free and open competition.

16. Force Majeure

- 16.1 Notwithstanding the, the Supplier shall not be liable for forfeiture of its Performance Guaranty/ bid Security, or termination/blacklisting 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. For the purposes of this clause Force Majeure means an act of God or an event beyond the control of the Supplier and not involving the Supplier's fault or negligence directly or indirectly purporting to misplanning, mismanagement and/or lack of foresight to handle the situation. Such events may include but are not restricted to acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, strikes, epidemics, quarantine restrictions and freight embargoes. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing with sufficient and valid evidence of such condition and the cause thereof. The Committee of L&DD Department, constituted for Redressal of grievances, shall examine the pros and cons of the case and all reasonable alternative means for completion of purchase order under the Contract and shall submit its recommendations to the competent authority. However, 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 reasonable alternative means for performance not prevented by the Force Majeure event.

17. Resolution of Disputes

- 17.1** 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. However if issue not resolved amicably by both parties the case will be taken to the Secretary, L&DD whose decision will be final and cannot be challenge in any court of law.

18. Governing Language

- 18.1** The Contract shall be written in English language. All correspondence and other documents pertaining to the Contract, which are exchanged by the Parties, shall be written in English.

19. Specification of store article

Sr. No.	Name of store item	Specifications.	Quantity Required	Estimated price (Million)
1	LIQUID NITROGEN	Liquid Nitrogen of Standard Specifications required for Freezing, Preservation and Storage of Bovine Semen at -196 °C	6,00,000 liters approximately (Through Frame work contract)	20.000

C: Special Conditions of Contract (SCC)

Special Conditions of Contract shall be concluded between the Procuring Agency and the successful bidder(s) as per specific requirement of the specific Product. In case where there is a conflict between the general conditions of the contract and the special conditions of contract, the special condition of contract shall prevail.

The bidder must provide the following certificate**C E R T I F I C A T E**

1. We hereby confirm to have read carefully the description of the stores and all the terms and conditions of your tender enquiry No due for opening on **04.04.2023** for the supply of **Liquid Nitrogen** to office of **Director, Breed Improvement, L&DD, Punjab, Lahore**, during 2023-2024 in addition to the conditions of PPRA Rules-2014. We agree to abide by all those instructions / conditions.
2. We also hereby categorically confirm that the stores offered by us are exactly to the particulars and specifications as laid down in your tender enquiry in all respects.
3. The store offered by us is of local origin.
4. We accept that, if the required Earnest Money is not furnished or our offer is found lacking in any of the requirement of your tender enquiry, it shall be ignored & we have no rights to represent against the decision of competent authority at any forum. All bidding documents received from procuring agency is being submitted in Original as well.
5. We hereby confirm to adhere to the delivery period specified in the tender enquiry, which would be the essence of the contract and will be strictly adhered to us. In case of failure we agree unconditionally to accept the recovery of liquidated damages on belated supplies.
6. Certified that the prices quoted to the Department against **TenderNo.03/BI/L&DD/2023-2024** are not more than the prices charged from any other organization in the country and in case of any discrepancy the Tenderer hereby undertakes to refund the price charged in excess.
7. A certificate should be given by the tenderers that they will be responsible for the free replacement of stores, if the same is found to be substandard and or at variance with the specification given in the tender enquiry.

We guarantee to supply stores exactly in accordance with the requirements specified in the invitation to the bid for procurement of Liquid Nitrogen.

Name of Tenderer

Address.....

Signature---

Seal

Integrity pact is required to be provided by bidding firms on judicial affidavit of Rs. 100-00

INTEGRITY PACT

We M/S _____ hereby certify that all terms & conditions of bidding documents have been carefully read / signed by us. All terms & conditions of procuring agency detailed in bidding documents will be complied & accepted by us. The supplying firm hereby undertakes as below:

1. Prices quoted in Financial Proposals are not more than any other supply in any institution of the country. However if found excess at any stage, the supplying firm will be bound to refund and accept the responsibility of any over charge apart from other action taken the procuring agency.
2. The supplying firm undertakes that we are not black listed or banned for manufacturing or institutional supplies by any agency of Govt. of Pakistan.
3. The supplying firm will strictly adhere PPRA Rules-2014.
4. The supplying firm undertakes that our bid and rates quoted in Financial Proposal are valid till **30.06.2023**.
5. The supplying firm also undertakes that, if all information & documents contained in said tender found incorrect, ambiguous at any stage the firm is bound to refund all state expenditure apart from accepting any legal action taken by procuring agency.

Manufacturer's Authorization Form

[See Clause 3.1 (a) of the Instruction to Bidders]

To:

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 Supplier/ Agent] to submit a bid, and sign the Contract with you against IFB No. [Reference of the Invitation to Bid] for the goods manufactured by us.

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

PART-II OF BIDDING DOCUMENT

TENDER # 03/BI/L&DD/2023-24

TECHNICAL PROPOSAL**PROCUREMENT OF LIQUID NITROGEN UNDER "DIR BIPROVINCIAL SCHEME" DURING YEAR 2023-2024**Tender Inquiry No. _____ Date of Issue of Tender Form : _____ Tender Fee **Rs. 1000-00 (Non Refundable)**

To whom issued _____ Amount of Call Deposit. _____ CDR No. _____ Dated _____

Date of opening: **04.04.2023 Opening Time: 11:30 AM**

Name of Bank branch and address: _____

Name of item	Specifications Required	Quantity	Manufacturer's Name and trade mark	Manufacturer/firm registration & Sale License No's copy attached with Technical Proposal Indicate (Yes or No)	Manufacturer Documents attached or not. Indicate (Yes or No)
LIQUID NITROGEN	Liquid Nitrogen of Standard Specifications required for Freezing, Preservation and Storage of Bovine Semen at -196°C Liquid Nitrogen for supply at Semen Production Unit Qadirabad District Sahiwal.	6,00,000 liters approximately (Through Framework contract)			

Note: Each & every column must be filled. Leaving any column blank is liable to rejection of Technical Proposal.
Amount of CDR may also be filled.

Signature of Bidder _____

Stamp _____

Date _____

PART-III OF BIDDING DOCUMENT**TENDER # 03/BI/L&DD/2023-24****FINANCIAL PROPOSAL****PROCUREMENT OF LIQUID NITROGEN, UNDER PROVINCIAL SCHEME "DIRECTOR B.I" DURING THE YEAR 2023-2024**Tender Inquiry No. _____ Date of Issue of Tender Form : _____ Tender Fee **Rs.1000-00 (Non Refundable)**

To whom issued. _____ Amount of Call Deposit. _____ CDR No. _____ Dated _____

Date of opening: 11.04.2023 Opening Time 11:00 AM Name of Bank branch and address: _____

Name of item	Brief Description	Approximate quantity required in liters.	Rate of liquid nitrogen per liter in figures and words.	GST	Total price per liter inclusive GST.	Manufacturer's Name
Liquid Nitrogen	Rate of Liquid Nitrogen for supply at Semen Production Unit Qadirabad District Sahiwal.	6,00,000 liters approximately (Through Frame work contract)				

*Note: Each & every column must be filled. Leaving any column blank is liable to rejection of Financial Proposal**Signature of Bidder* _____*Stamp* _____*Date* _____