

GOVERNMENT OF PAKISTAN  
OFFICE OF THE AIG (GENERAL), ISLAMABAD POLICE  
TENDER NOTICE # 07, F.Y 2022-23  
PURCHASE OF ENGINE OIL FOR MT FLEET

Islamabad Police intends to purchase quality engine oil for Diesel, Petrol Vehicles and Motorcycles during financial year 2022-23. Interested bidders having valid NTN / STRN may download tender documents from PPRA & Islamabad Police Websites. Sealed tenders on firm's letter head will be received by till 11:00am on **14<sup>th</sup> February 2023, (Tuesday)** in General Branch, Police Lines Headquarters, Islamabad and will be opened on the same day at 11:30am. This tender notice may also be seen on PPRA & Islamabad Police websites.

**Assistant Inspector General of Police,  
General, Islamabad.**

**(Secretary – Purchase Committee)**

Contact for further information: 9258371 (Ext: 124)

**GOVERNMENT OF PAKISTAN**  
**ISLAMABAD CAPITAL TERRITORY POLICE**



Tender Documents for  
**Procurement of Engine Oil**  
for Diesel, Petrol Vehicles & Motorcycles  
Financial Year 2022-23  
(Tender No.07)

<b><u>Tender Advertisement Date:-</u></b>	<b>26.01.2023</b> <b>The News (English)</b> <b>26.01.2023</b> <b>Ausaf (Urdu)</b>  <b>(PPRA &amp; Islamabad Police websites)</b>
<b><u>Deadline Tender Submission:-</u></b>	<b>14.02.2023</b>
<b><u>Tender Opening: -</u></b>	<b>14.02.2023</b>

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**Tender Document for Purchase of Engine Oil for Vehicles & Motorcycles**

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## Tender Documents for Purchase of Engine Oil for Vehicles & Motorcycles

### A. INSTRUCTIONS TO BIDDERS (ITB):

#### Introduction

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| 1. <b>Source of Funds</b>             | 1.1 The Government of Pakistan allocates funds to the Islamabad Capital Territory Police during every financial year for provision of Oil & Lubricants.  |
| 2. <b>Eligible Bidders</b>            | <p>2.1 This Invitation for Bids (IFB) is open to all firms having <b>valid NTN and GST (STRN) registration in Pakistan.</b></p> <p>2.2 It is compulsory for the firms to be on the <b>“Active Taxpayers List”</b> of the Federal Board of Revenue (both income tax and sales tax) otherwise the bid will be unconditionally rejected.</p> <p>2.3 Firm must be maintaining a bank account in a <b>scheduled bank / branch</b> of the State Bank of Pakistan. A fresh <b>solvency certificate with regard to soundness of the firm</b> duly issued from the concerned bank / branch is compulsory for successful participation in tender.</p> <p>2.4 Firm must have their own <b>office</b> with operating/active <b>telephone landline number(s), fax number(s)</b> as well as <b>mobile number(s)</b> and <b>company email address</b> to avoid any kind of communication problem. Any firm operating business in their residence is forbidden from tender process and such bid will not be entertained.</p> <p>2.5 Government-owned enterprises in Pakistan may participate only if they are legally and financially autonomous and if they operate under commercial law.</p> <p>2.6 Bidders shall not be under a <b>declaration of ineligibility/blacklisted</b> by any Government (Federal &amp; Provincial), a local body or any public sector organization.</p> <p>2.7 Bidders must be the original manufacturers. Distributors and dealers / retailers are not eligible.</p> |
| 3. <b>Eligible Goods and Services</b> | <p>3.1 All goods / items to be supplied under the contract shall have their origin in Pakistan or outside. Moreover, all expenditures made under the contract will be limited to such goods and services.</p> <p>3.2 For purposes of this clause, “origin” means the place where the goods / items are produced, or the place from which the related services are supplied.</p>  |
| 4. <b>Cost of Bidding</b>             | 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and ICT Police, hereinafter referred to as “the Purchaser” shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.  |

#### THE BIDDING PROCEDURE

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| 5. <b>Single stage – two envelop bidding procedure</b> | <p>5.1 Single stage – two envelope bidding procedure shall be applied as per <b>PPRA Rules 36(b)</b>:</p> <p>(i) The bid shall comprise a single package containing separately sealed technical proposal and financial proposal.</p> <p>(ii) The envelopes shall be marked as <u>“Bid For Engine Oil For Petrol, Diesel Vehicles &amp; Motorcycles Of Islamabad Capital Territory Police”</u> alongwith the name of bidder.</p> <p>(iii) The Technical Bid will be opened in the presence of the representatives of the participating firms <b>who choose to attend the process</b>:</p> <p>(iv) It is mandatory for all participating firms to provide complete specifications of offered items. It is preferable to provide samples for official record.</p> |
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- (v) **The Purchaser shall evaluate the technical proposal without reference to the price and reject any proposal which do not conform to the specified requirements:**
- (vi) After finalization of technical bids, the Financial Bid of technically qualified firms will be opened in the presence of the representatives of the participating firms who choose to attend the process:
- (vii) **The lowest financial bid (inclusive of applicable taxes and duties) of technically qualified bidder shall be declared unconditionally successful in case of each item.**

#### THE BIDDING DOCUMENTS

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| 6. <b>Content of Bidding Documents</b>       | <p>6.1 The bidding procedures for required items and contract terms are prescribed in the bidding documents. In addition to the invitation for Bids, the bidding documents include:</p> <ul style="list-style-type: none"> <li>(a) Instructions to Bidders (ITB)</li> <li>(b) General Conditions of Contract (GCC)</li> <li>(c) Special Conditions of Contract (SCC)</li> <li>(d) Schedule of Requirements</li> <li>(e) Technical Specifications</li> <li>(f) Contract Form</li> <li>(g) Performance Guaranty Form</li> <li>(h) Price Schedule</li> </ul> <p>6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information in a correct manner as required by the bidding documents shall result in unconditional rejection of bid. Furthermore, submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.</p> |
| 7. <b>Clarification of Bidding Documents</b> | <p>7.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing at the Purchaser's address indicated in the invitation for Bids. The Purchaser will respond in writing to any request for clarification of the bidding documents, which it receives not later than three (03) working days prior to the deadline for the submission of bids prescribed in the Invitation for Bids. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding documents.</p>   |
| 8. <b>Amendment of Bidding Documents</b>     | <p>8.1 At any time prior to the deadline for submission of bids, the Purchaser, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.</p> <p>8.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.</p> <p>8.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.</p>   |

#### PREPARATION OF BIDS

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| 9. <b>Language of Bid</b> | <p>9.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in 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</p> |
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English, in which case, for purposes of interpretation of the Bid, the translation in English shall govern.

10. **Documents Comprising the Bid** 10.1 The bid prepared by the Bidder shall comprise the following components:
- (a) A **Price Schedule** completed in accordance with ITB Clauses 11, 12 and 13 (to be submitted alongwith the proposal);
  - (b) Documentary evidence established in accordance with ITB Clause 14 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 items to be supplied by the Bidder are **eligible goods and conform to the bidding documents**; and
  - (d) **Bid security** furnished in accordance with ITB Clause 16.
11. **Form of Price Schedule** 11.1 The Bidder shall complete the appropriate Price Schedule furnished in the bidding documents by printing the same on company / firm letter head, indicating the items to be supplied, a brief description of the items, packing, quantity, and price. **Any interlineations, erasures, or overwriting in Price Schedule / Financial Bid shall be invalid and the tender shall be unconditionally rejected.**
12. **Bid Prices**
- 12.1 The Bidder shall indicate on the attached Price Schedule on company / firm letter head, the unit prices and total bid price of the items, it proposes to supply under the contract as mentioned in ITB clause 11.
  - 12.2 Form of price Schedule is to be filled in very carefully and must be typed. Any alteration/ correction is strictly not allowed and shall render the bid to be unconditionally rejected. Every page is to be signed and stamped at the bottom. Name of the person (s) signing & the company stamp should be used.
  - 12.3 The bidder should quote the prices of items according to the technical specifications and currency as provided in the Form of Price Schedule and Technical Specifications. The specifications of items, different from the demand of enquiry, will straightway be rejected.
  - 12.4 The prices offered by the bidder will be valid and binding on the bidder throughout the period of contract.
  - 12.5 The bidder is required to offer competitive price. All prices must include the General Sales Tax (GST), other taxes, duties, **where applicable**. If there is no mention of taxes, the offered/quoted price will 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 purchaser.
  - 12.6 **Any change in tax rate / duties i.e. increase or decrease, after the submission of bids to the purchaser, shall be adjusted as an addition or reduction in prices of each item.** No other statement at any place in this bidding documents shall supersede clause 12.6. All bidders to note for strict compliance.
  - 12.7 Prices offered should be for the entire quantity demanded; partial quantity offers shall straightaway be rejected. Any type of conditional offer will also be considered as non-responsive bidder and will be rejected.
  - 12.8 While tendering quotation, the market 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 will be entertained till the end of contract.
  - 12.9 Prices offered should be for the entire contract period. No change in price is allowed after opening of financial bids except any change covered

- under ITB clause 12.6.
- 12.10 Prices shall include all type of costs which may include packing, transportation, delivery and any other type of expenditure associated with the goods. No extra payment of any kind will be made to the successful bidder.
- 13 **Bid currencies** 13.1 **Prices shall be quoted in Pak Rupees Only.**
- 14 **Bidder's Eligibility and Qualification** 14.1 Pursuant to ITB Clause 10, 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.
- 14.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Purchaser's satisfaction that the Bidder, at the time of submission of its bid, is an eligible as defined under ITB Clause 2.
- 14.3 The documentary evidence (to be submitted along with the proposal) of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) National Tax Number (**NTN**) and **Sales Tax Registration Number(STRN)**with documentary proof will have to be provided by each bidder in the tender.
- (b) The bidder/manufacturer will submit an **affidavit on legal stamp paper of Rs.20/-** 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 any false statement the bidder will be straightway rejected. The decision will be final one and non-challengeable.
- (c) **Fresh solvency certificate** issued by a scheduled bank / branch of the State Bank of Pakistan with regard to the financial soundness of the firm.
- (d) Firm must provide an affidavit on company letter head providing complete **office address** with mandatory operating **telephone landline number(s), fax number(s)** as well as **mobile number(s)** for regular contact.
- The brochures/leaflets containing information regarding quoted item(s) must be attached with the proposal to judge the specification of the quoted item(s).
- 15 **Eligibility and Conformity to Bidding Documents** 15.1 Pursuant to ITB Clause 10, the Bidder shall furnish alongwith the proposal, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all items, which the Bidder proposes to supply under the contract.
- 15.2 The documentary evidence of the eligibility of the items shall consist of a statement in the Price Schedule of the country of origin of the goods offered which a certificate of origin issued by the manufacturer shall confirm (if applicable).
- 15.3 The bidder MUST produce alongwith the proposal, literatures of quoted product (s) according to the strength and packing of demand of enquiry.
- 16 **Bid Security** 16.1 Pursuant to ITB Clause 10, the Bidder shall furnish, as part of its proposal, a bid security in the amount specified in SCC.
- 16.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the security's forfeiture, pursuant to ITB Clause 16.3.
- 16.3 In case of more than one sample for any item, bid security shall be calculated according to the highest quoted price.

- 16.3 The bid security may be forfeited:
- (a) If a Bidder withdraws its bid during the period of bid validity; or
  - (b) In the case of a successful Bidder, if the Bidder fails:
    - (1) To sign the contract in accordance with ITB Clause 33;
    - (2) To complete the supplies in accordance with Clause 20 of the General Condition of Contract.
- 17 **Bid Validity**
- 17.1 **Bids shall remain valid for the period of whole financial year from the date of opening of bids prescribed by the Purchaser.** A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
- 17.2 The purchaser shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However under exceptional circumstances and for reason 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.
- 17.3 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 without forfeiture of their bid securities (earnest money).
- 18 **Format and Signing of Bid**
- 18.1 The bidder shall prepare and submit an original bidding documents obtained from the office of SSP Logistics along with original receipt.
- 18.2 The original bid shall be typed in indelible ink 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 alongwith stamp.
- 18.3 Any interlineations, erasures, handwriting or overwriting in Technical bid shall be invalid.
- 18.4 Any interlineations, erasures, handwriting or overwriting in Financial bid shall be invalid and the tender shall be unconditionally rejected.

<b>SUBMISSION OF BIDS</b>
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- 19 **Sealing and Marking of Bids**
- 19.1 The name of tender may be written on envelop in bold and legible letters to avoid confusion. Similarly, the bidder shall seal the proposals/bid in envelope.
- 19.2 The inner and outer envelopes shall:
- (a) Be addressed to the Purchaser at the address given in the invitation for Bids i.e. General Branch, office of the SSP Logistics, Police Lines Headquarters, Sector H-11, Islamabad; and
  - (b) Bear the Name of Islamabad Police and name indicated in the invitation for Bids, and a statement: **“DO NOT OPEN BEFORE,”** to be completed with the time and the date specified in the IFB.
- 19.3 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”.



- 19.4 If the outer as well as inner envelopes are not sealed and marked as required by ITB Clause 19.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.
- 20 **Deadline for Submission of Bids**
- 20.1 Bids must be submitted by hand and to be received by the Purchaser at the address specified under ITB Clause 19.2 not later than the time and date specified in the Invitation for Bids. **The bidders are encouraged to arrive at the Purchaser's specified address 30 minutes before the bid submission time to avoid delay resulting from any unforeseen event including Traffic Jams, Security clearance at Check Points or Entry Gates / Reception of the premises. The bidders' representatives who are submitting the bid shall sign the Attendance Sheet evidencing their participation otherwise bid shall not be acceptable.**
- 20.2 The Purchaser may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended. Any extension of deadline without writing is not allowed.
- 21 **Late Bid**
- 21.1 Any bid received by the Purchaser after the deadline (date and time) for submission of bids prescribed by the Purchaser pursuant to ITB Clause 20 will be rejected and returned unopened to the bidder.
- 22 **Withdrawal of Bids**
- 22.1 The bidder may withdraw its bid after the bid's submission / signature on attendance sheet and prior to the deadline prescribed for submission of bids by giving a written application on firm's letter head. Representative of the firm is advised to keep extra letter head at all times.
- 22.2 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 17. Withdrawal of a bid during this interval may result in the bidder's forfeiture of its bid security (earnest money), pursuant to the ITB Clause 16.3(a).

#### OPENING AND EVALUATION ON BIDS

- 23 **Opening of Bids by the Purchaser**
- 23.1 The Purchaser will open the sealed bids in the presence of bidders' representatives (who choose to attend the process) at the time, on the date, and at the place specified in the invitation for Bids.
- 23.2 The bidders' names, item(s) for which they quoted their rate and such other details as the Purchaser, at its discretion, may consider appropriate, will be announced aloud at the opening of the proposal. No bid shall be rejected at bid opening time, except for late bids, which shall be returned unopened to the bidder pursuant to ITB Clause 21.

- 23.3 **The financial bids found without Bid Security (earnest money) OR having less Bid Security (earnest money) will also be returned unannounced to the bidders even if they are qualified in the evaluation of their technical proposal.** However, prior to return to the bidder, the chairman of the Purchase Committee will record written statement/ reason on such bids.
- 23.4 The Purchaser will prepare necessary technical evaluation report.
- 24 **Clarification of Bids**
- 24.1 During evaluation of the bids, the Purchaser may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
- 25 **Preliminary Examination**
- 25.1 The Purchaser will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.
- 25.2 Except those mentioned at clause 18.4, the arithmetical errors in the financial bids will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the UNIT PRICE shall prevail, and the total price shall be corrected. If the bidder/supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in WORDS will prevail.
- 25.3 The Purchaser may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder, except anything rendering the bid unconditionally invalid under any other clause of these bidding documents / terms & conditions.
- 25.4 Prior to the detailed evaluation, pursuant to ITB Clause 26 the Purchaser will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this Clause, 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 critical provisions, such as those concerning Applicable Law, Taxes & Duties and GMP practices, Bid Security for the proposals. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 25.5 If a technical bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 26 **Evaluation & Comparison of**
- 26.1 The Purchaser will evaluate and compare the bids, which have been determined to be substantially responsive, pursuant to ITB Clause 25.

**Bids**

- 26.2 The evaluation of the financial proposal will be on the basis of price inclusive of prevailing taxes and duties in pursuant to ITB Clause 12 and bid security. However, previous performances, test reports, inspection of plant/ factory/ premises, previous experience and report, financial soundness and any other details as the Purchaser, at its discretion, may consider appropriate, will be considered during technical evaluation before financial opening.
- 26.3 All bids shall be evaluated in accordance with the evaluation criteria (ITB Clause 27) and other terms and conditions set forth in these bidding documents.
- 26.4 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.
- 27 **Evaluation Criteria**
- 27.1 Facts such as previous performances and record, inspection of plant/factory/premises, previous experience, financial soundness and such other details as the Purchaser, at its discretion, may consider appropriate will be taken into consideration during evaluation of technical bids.
- Financial bid of only those firms will be opened which are considered technically qualified by the purchaser in writing.
- 28 **Contacting the Purchaser**
- 28.1 Any effort by a bidder to influence the Purchaser in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the bidder's bid. Canvassing by any bidder at any stage of the tender evaluation is strictly prohibited. Any infringement will lead to disqualification.
- 29 **Qualification & disqualification of Bidders**
- 29.1 The Purchaser will determine to its satisfaction whether the bidders are qualified to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 14.3.
- 29.2 The determination will take into account the bidder's financial, technical, production, transportation and other necessary 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 14.3, as well as such other information as the Purchaser deems necessary and appropriate. Further, during the process of selection of supplier, Technical Committee of the Islamabad Police may inspect the manufacturing plant/production capacity/warehousing system/GMP practices by a team of experts for assessment if deems necessary.
- 29.3 An affirmative determination of technical bid will be a prerequisite for financial opening of bids and subsequent award of the contract to the lowest bidder. **A negative determination will result in rejection of the bidder's technical bid and exclusion from opening of financial bid process.**

- 29.4 The Purchaser, at any stage of the procurement proceedings, having credible reasons for or prima facie evidence of any defect / deficiency in supplier's capacities, may require the suppliers to provide information concerning their professional, technical, financial, legal or managerial competence whether already qualified during technical evaluation process or not:
- 29.5 The Purchaser will 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.
- 30 **Rejection of Bids**
- 30.1 The Purchaser may reject any or all bids at any time prior to the acceptance of a bid. The Purchaser will 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.**
- 30.2 The Purchaser incurs no liability, solely by virtue of its invoking Clause 30.1 towards bidders who have submitted bids.
- 30.3 All bidders are encouraged to remain in contact with the Purchaser to obtain the results of bid evaluation, acceptance or rejection of bids. Intimation of the rejection of any or all bids will be given promptly to the concerned bidders that submitted bids.
- 31 **Re-Bidding**
- 31.1 If the Purchaser rejected all bids in pursuant to ITB Clause 30, it may call for a re-bidding or if deems necessary appropriate the Purchaser may seek any alternative methods of procurement under Rule 42 of the Public Procurement Rules-2004.
- 31.2 The purchaser before invitation for re-bidding will assess the reasons for rejection and may revise specifications, evaluation criteria or any other condition for bidders, as it may deem necessary.
- 32 **Results of Evaluation Report**
- 32.1 All bidders are encouraged to remain in contact with the Purchaser to obtain the results of bid evaluation, acceptance or rejection of bids.

#### AWARD OF CONTRACT

- 33 **Acceptance of Bid and Award criteria**
- 33.1 Subject to ITB Clause 31, the bidder with the lowest evaluated bid, if not in conflict with any other law, rules, regulations or policy of the Federal Government, will be awarded the contract, within the original or extended period of bid validity.
- 34 **Purchaser's right to vary quantities at time of award**
- 34.1 The Purchaser reserves the right at the time of contract award to increase or decrease, the quantity of items originally specified in the Price schedule and Schedule of Requirements without any change in unit price or other terms and conditions. **All participating bidders unconditionally agree to the said clause.**
- 35 **Limitations on negotiations**
- 35.1 Negotiations may not relate to the price or substance of tenders or unit rates (i.e price) specified by the bidder in his tender, but only to minor

technical, contractual or logistical details. As guidance only, negotiations may normally relate to the following areas:

- Minor alterations to technical details, such as the terms of reference, the scope of work, or drawings;
- Minor amendments to the special conditions of contract;
- Agreeing final delivery or completion schedules to accommodate any changes required by the purchaser;
- The proposed methodology or staffing;
- Input required from the purchaser;
- Clarifying details that were not apparent or could not be finalized at the time of bidding;
- The bidder's tax liability in Pakistan, if the bidder is a foreign company.

**Negotiations will not be used to:**

- Substantially change the technical quality or details of the requirement, including the tasks or responsibilities of the bidder or the performance of the goods;
- Substantially alter the terms and conditions of contract;
- Substantially alter anything which formed a crucial or deciding factor in the evaluation of the tenders or proposals.
- **Rates / Prices offered by the bidder**

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|----|--|---|
| 36 | <b>Notification of Award</b>           | <p>36.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder, to be confirmed in writing by registered letter, that its bid has been accepted.</p> <p>36.2 The notification of award will constitute the formation of the Contract.</p>   |
| 37 | <b>Signing of Contract</b>             | <p>37.1 The Purchaser will invite the bidder to sign the same Contract form provided in the bidding documents alongwith updated information about price etc., incorporating all agreements between the parties the same time as the Purchaser notifies the successful bidder that its bid has been accepted.</p> <p>37.2 The contract will be signed on the legal stamp paper to be arranged by the supplier. The Purchaser will issue Purchaser Order on the same date of signing of contract. If the successful bidder, after completion of all codal formalities shows inability to sign the Contract then their complete bid security/earnest money will be forfeited and the firm will be unconditionally blacklisted for future participation. In such situation the Purchaser may make the award to the next lowest evaluated bidder or may call for new bids at its own discretion.</p> |
| 38 | <b>Performance Guarantee/ Security</b> | <p>38.1 The successful bidder shall furnish the performance guaranty/security in accordance with the Special Conditions of Contract within a fortnight after signing the contract and award of supply order. The bid security would be returned to the bidder upon submission of performance guaranty.</p> <p>38.2 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 and forfeiture of the security, in which event the Purchaser may make the award to the next lowest evaluated Bidder or call</p>   |

for new bids at its own discretion.

**39 Corrupt or Fraudulent Practices**

39.1 The Purchaser requires that the Procuring Agency as well as Bidders/Suppliers/Contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchasers:

- (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 or value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) **“fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process of the execution of a contract to the detriment of the Purchaser 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 Purchaser of the benefits of free and open competition;
- (b) Will reject a proposal for award if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- (c) Will 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.

**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 Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - (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 items which the Supplier is required to supply to the Purchaser under the Contract.
  - (d) **“The Services”** means those services ancillary to the supply of above items, such as packing and transportation of goods upto the desired destinations 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 Purchaser”** means the Islamabad Capital Territory Police.
  - (h) **“The Purchaser’s country”** is the country named in SCC
  - (i) **“The Supplier”** means the individual or firm supplying the items and services under this Contract.
  - (j) **“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. However, Special Conditions of Contract shall supersede any General Conditions, if in conflict.
- 3 **Country of Origin**
- 3.1 All goods and related services to be supplied under the contract shall have their origin in Pakistan or abroad and all expenditures made under the contract will be limited to such goods and services.
- 3.2 For purposes of this clause, **“Origin”** means the place where the goods are produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing or processing.

- 4 **Standards** 4.1 The goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.
- 5 **Use of Contract Documents and Information.** 5.1 The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The Supplier shall not without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.
- 5.3 Any document, other than the contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Purchaser and shall be returned (all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.
- 5.4 The Supplier shall permit the Purchaser to inspect the Supplier's accounts and records relating to the performance of the supplier.
- 6 **Patent Rights** 6.1 The supplier shall indemnify the purchaser against all third-party claims to infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof in the country.
- 7 **Collection of Samples** 7.1 **Samples of all goods are mandatorily / compulsorily required on the date and time of tender submission or within 02 days.**
- 8 **Ensuring storage arrangements** 8.1 To ensure storage arrangements for the intended supplies, the supplier shall inform the purchaser in advance. However, in case no space is available at the warehouse / store of purchaser at the time of supply, the Purchaser will inform the supplier in writing the possible time frame of availability of space by which the supplies can be made. In case the supplier abides by the given time frame he will not be penalized for delay.
- 9 **Inspections and Tests** 9.1 The Purchaser or its representative shall have the right to inspect and/or to test the items to confirm their conformity to the Contract specification at no extra cost to the Purchaser.
- 9.2 For the purpose of inspection, the supplier shall inform the Purchaser at least one (1) week in advance when goods are manufactured/available for inspection. If any item is declared of



- sub-standard quality, the purchaser will allow retesting depending on the merits of individual case.
- 9.3 The Purchaser has right to inspection of supplies and to reject the items at purchaser's premises.
- 9.4 Nothing in GCC Clause 9 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 10 Laboratory tests (if applicable)**
- 10.1 All goods and items will be acceptable subject to physical examination. The Inspection Committee of Islamabad Capital Territory Police will carry out the physical examination after shipment of the goods.
- 10.2 If any item is found to be substandard against the required specifications, the purchaser may reject the goods, and the supplier shall replace the rejected goods or arrange alterations necessary to meet the required specifications free of cost. Replacement of the rejected supplies must be completed within 30 days from the date of communication of decision to the manufacture/ supplier by the purchaser. However, the initial delivery date of the concerned installment will be considered that of actual delivery date. This opportunity will be provided only once. In case after re-examination or replacement of supplies, if it is found again sub-standard quality, action will be taken against the supplier besides other punitive action under the tender/supply order.
- 10.3 **All laboratory tests shall be done at the Supplier's risk and cost.**
- 11 Delivery and Documents**
- 11.1 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.
- 12 Insurance**
- 12.1 The items supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered: hence insurance coverage is seller's responsibility.
- 13 Transportation**
- 13.1 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.
- 13.2 The items will be delivered to Purchaser's place as per schedule of requirement on the risk and cost of the supplier. All Zila, Octroi, duties and other provincial taxes will be borne by the supplier. Transportation including loading/unloading of vehicles

shall be arranged and paid for by the supplier, and related cost shall be inclusive in the contract price. The addresses of destinations/offices will be given in the purchase order.

- 14 **Incidental Services** 14.1 The Supplier will be required to provide the incidental services as specified in SCC and the cost of which should include in the total bid price.
- 15 **Warranty** 15.1 The goods shall be accompanied by the necessary warrantee/guarantee by the supplier as prescribed by the original manufacturers.
- 15.2 The Purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.3 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, alter or replace the defective items thereof, without costs to the Purchaser.
- 15.4 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, within a reasonable period, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the Supplier under the Contract.
- 16 **Payment** 16.1 The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2 **The currency of payment is Pakistani Rupees ONLY.**
- 17 **Prices** 17.1 Prices charged by the supplier for items 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 original bid validity period provided the Purchaser's request for bid validity extension. **No change in price is allowed except ITB clause 12.6.**
- 18 **Contract Amendments** 18.1 No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.
- 19 **Assignment** 19.1 The Supplier shall not assign, in whole or in part, its obligations to perform under this contract, except with the Purchaser's prior written consent.
- 20 **Subcontracts** 20.1 **The supplier shall not be allowed to sublet the job and award subcontracts under this contract otherwise the contract will be terminated and supplier will be unconditionally blacklisted.**
- 21 **Delays in the supplier's Performance** 21.1 Delivery of the items shall be made by the supplier in accordance with the time schedule prescribed by the Purchaser in the Schedule of Requirements.

- 21.2 If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the items, the supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend to 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.
- 21.3 Except as provided under GCC Clause 23, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.
- 22 Penalties/liquidated Damages**
- 22.1 In case of late delivery beyond the presented period, penalty as specified in SCC will be imposed upon the Supplier/manufacturer. The above Late Delivery (LD) is subject to GCC Clause 24, including late delivery for reasons beyond control. Once the maximum is reached, the Purchaser may consider termination of the contract pursuant to GCC Clause 23.
- 23 Termination for Default**
- 23.1 The Purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:
- (a) If the Supplier fails to deliver any or all of the items within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 21; or
  - (b) If the Supplier fails to perform any other obligation(s) under the contract.
  - (c) If the supplier, in the judgment of purchaser 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 a procurement process or the execution of a contract to the detriment of the Purchaser, 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 purchaser of the benefits of free and open competition.

- 24 Force Majeure**
- 23.1 Notwithstanding the provisions of GCC Clauses 21, 22 and 23, 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 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 suppliers fault or negligence directly or indirectly purporting to misplanning, mismanagement and/or lack of foresight to handle the situation”. Such event may include but are not restricted to acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, earthquakes, epidemics, quarantine restrictions, road blocks / jams, strikes and freight embargoes. If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing with sufficient and valid evidence of such condition and the cause thereof. Technical Committee nominated by Purchaser will examine the pros and cons of the case and all reasonable alternative means for completion of supply order under this contract and will submit its recommendations to the competent authority. However, unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical and shall seek reasonable alternative means for performance not prevented by the Force Majeure event.
- 25 Termination for Insolvency**
- 25.1 The Purchaser may at any time terminate the Contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or effect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.
- 26 Arbitration and Resolution of Disputes**
- 26.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 26.2 If, after thirty (30) days from the commencement of such informal negotiations, the Purchaser and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.
- 26.3 In case of any dispute concerning the interpretation and application of contract that shall be referred to the Arbitrary Committee which will be constituted by Islamabad Capital Territory Police. The decision of the committee will be final and

binding on the parties.

- 27 **Governing Language** 27.1 The Contract shall be written in English language. Subject to GCC Clause 28, 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 English.
- 28 **Applicable Law** 28.1 This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.
- 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 and confirmed to 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.

**INVITATION FOR BIDS**  
**Financial Year 2022-23**

**(Procurement of Engine Oil for Petrol, Diesel Vehicles & Motorcycles)**

Islamabad Capital Territory Police invites sealed bids from the original manufacturers/their authorized agents and suppliers in Pakistan registered with Income Tax/Sales Tax Department for supply of Engine Oil for Diesel, Petrol Vehicles & Motorcycles as per annual demand specified in Price Schedule:

**TERMS & CONDITIONS**

- (1) National Competitive Bidding (NCB) will be conducted in accordance with single stage two Envelop Bidding Procedure as per PPRA Rules 36(b).
- (2) Single stage two envelopes bidding procedure shall be applied. The bid shall comprise a single package containing two separate envelopes. Each bid shall contain separately the financial and technical proposal. All bids received shall be opened and evaluated in the manner prescribed in the bidding documents. The amount of bid security/earnest money in the shape of pay order/bank draft/call deposit in the name of SSP Logistics is required to be deposited with the financial bid (2% of the total value of the bid).
- (3) The tender will be completed in two phases(technical & financial) to ensure credibility, transparency and procurement of quality goods. The first phase would be for technical evaluation / pre-qualification wherein profile of the company and specification of the goods would be examined in the light of terms & conditions as mentioned in bidding documents. **Firms will provide samples of goods at the time of opening of bids or within 02 days. Goods will be subjected to tests by Technical Committee of the Islamabad Capital Territory Police. The bidder will bear all the charges of laboratory testing.** It would help for selection of technically qualified / pre-qualified firms, suppliers, manufacturers and in the second phase financial bids of technically qualified / pre-qualified firms will be opened in front of all bidders (who choose to attend the process).
- (4) Interested eligible bidders may obtain “free of cost” complete set of bidding documents containing terms and conditions, from General Branch, office of the SSP Logistics, Police Lines, H-11, Islamabad on submission of a written application on firm’s letter head.
- (5) Original bidding documents will be issued from date of advertisement till the date of tender opening as mentioned in newspapers during office hours. However, a copy of the advertisement is available for information only on the website of Public Procurement Regulatory Authority ([www.ppra.org.pk](http://www.ppra.org.pk)) and website of Islamabad Capital Territory Police ([www.islamabadpolice.gov.pk](http://www.islamabadpolice.gov.pk)).
- (6) Interested bidders are required to submit Sealed bids by hand, on **the date and time mentioned in the tender advertisement**, in General Branch, office of the SSP Logistics, Police Lines, H-11, Islamabad. The bids received till the stipulated date/time will be opened on the same day at **11:30 a.m.** in presence of the bidders/their authorized representatives who choose to attend. Non-provision of samples at the time of bid opening will result in rejection of bid.

- (7) On award of contract **5% Performance Guarantee** would be deposited with the Islamabad Capital Territory Police which will be forfeited on non-delivery of store etc. within stipulated period.
- (8) Pre-shipment inspection may be carried out at the risk & cost of supplier. Consignment may be sealed by the Inspection Committee of Islamabad Capital Territory Police.
- (9) The bidders are requested to give their best and final prices (in Pak Rupees only) as no negotiations on the prices are allowed. The purchaser reserves the right to accept or reject any or all bids without assigning any reason.

**Following guidelines must be noted:**

- Both Technical and Financial Bids must be submitted in separate sealed envelopes, two inner envelopes and one outer envelope; marking the inner envelopes "1-Technical Bids, 2-Financial Bids".
- Technical Bids will be opened in the presence of bidders/bidders' representative who choose to attend. Financial bids shall be sealed for opening after completion of technical evaluation.
- Sample shall be tested by Technical Evaluation Committee, participating firm shall bear the lab testing cost.
- Conditional, incomplete, unsigned and bid filled with lead pencil / pen, will not be accepted at all. Only computer typed / printed bids are acceptable.
- Usage of correction fluid & corrections are strictly prohibited. In case of any such discrepancies in financial bid, the same will be unconditionally rejected.
- Any bid without bid security or less bid security than required will be unconditionally rejected.
- Detail terms and conditions are mentioned in the Tender Document.

**Senior Superintendent of Police,  
Logistics & Headquarters,  
Islamabad  
Tel: 9258371 (Ext: 124)**

**D: SPECIAL CONDITION OF CONTRACT (SCC)****1. Definitions (GCC Clause 1)**

GCC 1.1 (a) The Purchaser is Islamabad Capital Territory Police.

GCC 1.1 (b) The Purchaser's country is: Islamic Republic of Pakistan.

GCC1.1 © The Suppliers:

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2. **Country of Origin (GCC Clause 3)** The country as indicated under GCC Clause 3. All goods and related services to be supplied under the contract must be from that origin.
3. **Bid Security (ITB Clause 16)** ITB 16.1 – The Bidder shall furnish, as part of its financial proposal/bid, the securities/earnest money (refundable) in Pak Rupees @ 2% of the total bid value in the shape of Bank Draft/Pay Order/Call Deposit in the name of SSP Logistics, Islamabad.
- Any bid found deficient of the bid security in any way will not be considered. No cheque will be acceptable at any cost. The previous bid security, if available, will not be considered or carried forward. However the bid security of any successful bidder will be returned upon submission of Performance Guarantee equal to 5% of the contract amount and will remain with Islamabad Capital Territory Police till completion of the contract period. In case of unsuccessful bidder, the bid security will be returned.
4. **Inspection and Tests (GCC Clause 9)** Inspection and testing of goods will be in accordance with GCC Clause 9.
5. **Delivery and documents (GCC Clause 11)** in pursuance of GCC Clause 11, the supplier shall provide the following documents at the time of delivery of items to the office specified in GCC 11.1 for verification and onward submission to office of the Inspector General of Police, Islamabad duly completed in all respect for payment.

**Engine Oil for Petrol Vehicles & Motorcycles:-**

- i. Original copies of Delivery Note (Challan) (in triplicate) showing name of destination to which delivery is to be made, item's description and quantity.
- ii. Original copies of the Supplier's invoices (in triplicate) showing warranty, name of destination to which delivery is to be made, item's description, quantity, per unit cost, and total amount.



- iii. Original copies of the Sales Tax Invoices (where applicable) in triplicate showing name of destination to which delivery is to be made, item's description, quantity, per unit cost (without GST), amount of GST and total amount (with GST).

#### 6. Insurance (GCC Clause 12)

GCC 12.1 – The items supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered: hence insurance coverage is seller's responsibility. Since the insurance is seller's responsibility, they may arrange appropriate insurance coverage.

#### 7. Incidental Services (GCC Clause 14)

GCC 14.1 – The following incidental services will be provided and the cost of which should include in the total bid price.

- a. The bidder will supply goods as per tender requirement
- b. The following wording/insignia will be printed in bold letters both in Urdu & English in indelible red color ink on each carton, pack, etc.

**“NOT FOR SALE”**

**FOR USE ONLY BY THE**

**ISLAMABAD CAPITAL TERRITORY POLICE**

- c. Instruction may be given on packing in English and Urdu languages.
  - d. The name of products (if required), equally prominent, should be printed/written in indelible ink both in English and Urdu on the outer cartons and on each Pack. Besides the name and principal place of business of the manufacturer, manufacturing date, expiry date, registration No., batch No., and Urdu version namely name of equipment should also be written on the outer carton and on the most inner container in bold letters. In case of non-fulfillment of these requirements the supply will not be accepted.
  - e. If the Supplier/ bidder charged the prices of incidental services separately in the financial bid and not included in the contract price of items, the same will not be considered.
8. **Warranty (GCC Clause 15)** GCC 15.1 – The goods shall be accompanied by the necessary warrantee in accordance with the provision of the prevailing rules.

GCC 15.2 – the goods shall be accompanied by the necessary warrantee/guarantee by the Supplier. The Supplier warrants that the items supplied under the Contract are brand new, unused and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all the items supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Purchaser's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplier items in the conditions prevailing in the country of final destination.

This warranty shall remain valid for at least twelve (12) months from the date of delivery/acceptance of the items at the concerned destinations.

GCC 15.3 & 15.4.- The period for correction of defects in the warranty period is 30 working days.

9. **Payment (GCC Clause 16)** GCC 16.1. – The method and conditions of a payment to be made to the supplier under this contract shall be as follow:-

A. Payment shall be made in Pak Rupees ONLY.

B. The supplies will be delivered to the premises of Purchaser as per schedule of requirements to be conveyed by the Islamabad Capital Territory Police in the Purchase Order, on the risk and cost of the supplier. All Zila, Octroi and other Provincial/Regional/District taxes will be borne by the supplier. Transportation charges including loading/unloading of items shall be arranged and paid for the supplier, being part of the contract price. No extra payment shall be made on that account. The addresses of destinations/offices will be given in the Purchase Order.

C. The payment will be made to the supplier on receipt of original delivery challan(s) and invoice (s) including those of GST (if applicable) in triplicate duly completed in all respect and signed by the store official, signed and stamped by the Inspection Committee at office of the SSP Logistics along with physical inspection report, carried out by the Committee, referred to in GCC 9.

10. **Performance Guarantee/Security (ITB Clause 38)** ITB Clause 38.1.- Within a fortnight of signing of contract, the successful bidder shall furnish the performance guaranty/security on the legal stamp paper equivalent to 5% of the total contract amount from any of the Scheduled banks in accordance with ITB Clause 38. The Performance Guaranty/ Security Form are provided in the bidding documents. The bid security would be returned to the bidder upon submission of performance guaranty.

11. **Penalties/ Liquidated Damages (GCC Clause 22)** GCC 22.1

A. Engine Oil for Petrol Vehicles & Motorcycles

1. It is preferred that the entire supplies will be delivered in one go within the time frame specified in the schedule of requirement. In case delivery is not completed within the time frame specified in the schedule of requirements, the contract to the extent of non-delivered portion of supply will stand cancelled without formal notice to this effect. No supplies will be accepted and the amount of performance guaranty/ security to the extent of non-delivered portion of supplies will be forfeited. If the firm fails to supply the whole consignment, the entire amount of performance guaranty/ Security will be forfeited to the Government account and the firm will be blacklisted for further participation. The exact dates of deliveries with and without penalty will be indicated in the Purchase Order keeping in view the schedule of requirement.

2. In case of late delivery of items beyond the periods specified in the schedule of requirements, penalty @ 0.5% per week of the cost of late delivered supply shall be imposed upon the Supplier. The detail of penalties/liquated damages is given in the schedule of requirements.

12. **Arbitration and Resolution of Disputes (GCC Clause 26):** GCC 26.3.-The dispute resolution mechanism to be applied pursuant to GCC 29.1 & 29.2 shall be as follows:-

In case of any dispute concerning the interpretation and application of Contract that shall be referred to the Arbitration Committee constituted and approved by office of the Inspector General of Police, Islamabad. The award rendered by the committee shall be final and binding on the Parties.

13. **Governing Language (GCC Clause 26):-** GCC 27.1.- The governing language shall be English.

14. **Applicable Law (GCC Clause 28):-** GCC 28.1.- This Contract shall be governed by the laws of Pakistan and the courts of Pakistan shall have exclusive jurisdiction.

15. **Notices (GCC Clause 29):-** GCC 29.1.- Purchaser’s address for notice purpose:

SSP Logistics,  
Police Lines Headquarters,  
Sector H-11, Islamabad.  
Ph# 051-9258371 (ext: 124), Fax: 051-4443180

Supplier’s address for notice purpose: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE OF SUPPLIES****Schedule of Requirements for Engine Oil for Petrol & Diesel Vehicles & Motorcycles:**

The entire supplies shall be delivered in single installment within 60 days as mentioned against each Item w.e.f. the next date after date of issue of Purchase Order (without penalty) and with the prescribed penalty as per following schedule of requirement:-

<b>Mode of Penalty</b>	<b>No of Days</b>	<b>Total delivery period</b>
Without penalty	60 days	60 days
With penalty @ 0.5 % per week	30 days (30 days after initial 60 days)	90 days (60+30)

<b>F:                    SAMPLE FORMS</b>
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1. Performance Guaranty/Security Form
2. Contract Form
3. Price Schedule
4. Affidavit for non-blacklisting
5. Acceptance of terms & conditions certificate by the bidder and provision of samples

### 1. Performance Guarantee/Security Form

To: (Name & Address of the Purchaser)

Whereas (Name of Supplier)(hereinafter called “the Supplier”) has undertaken, in pursuance of Contract No. (number) dated (date) to supply (description of goods) (hereinafter called “the Contract”).

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 5% of the total contract amount as a security for compliance with the supplier’s performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, 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 Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of (Amount of Guarantee) as aforesaid, without your needing to probe or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the \_\_\_\_\_ day of 30<sup>th</sup> June, 2023.

Signature and Seal of the Guarantors/Bank

Address

Date

## 2. Contract Form

### AGREEMENT

This agreement is executed between:-

1. Supplier's Name & Address: \_\_\_\_\_  
\_\_\_\_\_
2. Purchaser's Name & Address: Senior Superintendent of Police,  
Logistics & Headquarters, Islamabad.
3. Tender No. & Financial year: Tender No. 07  
(2022-23)

4. **Particulars of items:-**

S.N.	Name of item	Rate (Rs.)
i.		

5. **Delivery:** The supplier shall deliver the items at concerned store of Unit/Division/Police lines headquarters, Islamabad during the financial year 2022-23 from the date of signing of agreement / subsequent supply order within the time period prescribed in the supply order.
6. **Inspection:** Inspection Committee of this department shall examine and inspect the items at Police Lines Headquarters, H-11, Islamabad.
7. **Supplier's Guarantee:** Supplier clearly undertakes that supply will be completed within the time period mentioned in the supply order, which will be the essence of this agreement. Moreover, the items being supplied by the supplier would be exactly as per approved sample, absolutely free from material and other defects and in accordance with the specifications/approved samples and quality.
8. **Warranty/Guarantee:** Warranty/Guarantee (if applicable) of the items as prescribed by the manufacturer shall be from the date of supply. Any kind of immature mortality of items within warranty period shall be replaced by the supplier free of cost.
9. **Payment:** The amount mentioned in the supply order as per rate mentioned in para-4 above shall be processed immediately after delivery and inspection of items subject to the issued supply order, production of bill and relevant documents.
10. **Validity of Rates and Payment of Taxes:** Rates mentioned in para-4 above shall be valid till 30<sup>th</sup> June 2023. All taxes and duties shall be paid by the supplier. However, any change in current taxes / duties by the Government shall be adjusted in the rate accordingly to which the supplier shall have no objection and no right of appeal.
11. **Increase / Decrease in quantity:** Supply order shall be placed according to the requirements of the department and availability of budget. Quantity of required stores may be increased or decreased by the purchaser at any time. The supplier undertakes to have no objection and no right to appeal for any change in the quantity of supply order.

12. **Liquidated Damages:** If the supplier fails to deliver the items of specified standard within the specified time period, the purchaser shall deduct from the claim, liquidated damages @ 0.5% per week and maximum upto 20% of the total value of the contract.

13. **Security Deposit:** The supplier shall deposit performance security equivalent to 5% of the total value of contract in favour of Senior Superintendent of Police, Logistics, Islamabad which shall remain with this department till completion of warranty period / satisfactory supply of stores.

14. **Penalty for failure of Supply:** If the firm fails to supply any or all the items as per approved specification and required standard within the time period mentioned in the supply order, then performance security mentioned in Sr. No.13 will be forfeited, supply order(s) cancelled and the un-supplied items will be purchased on the risk and cost of the supplier. Action for blacklisting of the firm will be initiated.

15. This Contract remains valid up to 30 June 2023, after which it shall stand terminated.

**NOTE:**

In case any of the above terms and conditions are violated, the responsibility for any loss or damage will lie on the supplier firm without any right to appeal.

Signature: \_\_\_\_\_

**Senior Superintendent of Police,  
Logistics & Headquarters,  
Islamabad.**

Name & Seal of Firm:



**Price Schedule**  
**[Printed on company letter head]**

1. Price Schedule for Engine Oil for Petrol & Diesel Vehicles

Name of Bidder \_\_\_\_\_

S.N.	Item	Tentative required Quantity (Liters)	Unit	Price per liter Incl. GST	Total Cost Incl. GST	Bid Security (2% of the total cost)
1.	Engine Oil for Diesel Vehicles <i>Drum Packing</i>	16,996	Liters			
2.	Engine Oil for Patrol Vehicles <i>Drum Packing</i>	6353	Liters			
3.	Engine Oil for Toyota Prius Cars <i>Drum Packing</i>	1788	Liters			
4.	Engine Oil for Motorcycles <i>Drum Packing</i>	5430	Liters			

Total Bid Security @ 2% of the total cost amounting to Rs. \_\_\_\_\_/- issued by Bank / Branch \_\_\_\_\_, dated \_\_\_\_\_ is attached.

Sign and Stamp of Bidder \_\_\_\_\_

**Note: Quantity can be changed by ICT Police. In case of discrepancy between unit price and total, the unit price shall prevail. All prices are valid up to 30<sup>th</sup> June, 2023.**

**2. Affidavit for NON-BLACKLISTED (ON LEGAL STAMP PAPER OF Rs.20)**

- (a) It is stated that M/S \_\_\_\_\_ is participating in tender for Engine Oil for Petrol & Diesel Vehicles & Motorcycles of Islamabad Capital Territory Police for the Financial Year 2022-23.
  
- (b) M/S \_\_\_\_\_ hereby certifies that it is not under a declaration of ineligibility/blacklisted by any Government (Federal & Provincial), a local body or any public sector organization. Furthermore, M/S \_\_\_\_\_ is not involved in any litigation with any party whatsoever.

**Sign of authorized person** \_\_\_\_\_

**Address** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Telephone No(s)** \_\_\_\_\_

**Fax No(s)** \_\_\_\_\_

**Mobile No(s)** \_\_\_\_\_

**Stamp of the firm** \_\_\_\_\_

***{duly verified by notary public}***

**3. Acceptance of terms & conditions certificate by the bidder and provision of samples**

**[to be printed on legal stamp paper]**

It is undertaken that M/S \_\_\_\_\_ have carefully read the tender documents including all terms and conditions for participating in the tender of Islamabad Capital Territory Police. M/S \_\_\_\_\_ hereby unconditionally accepts and agrees to abide by all terms & conditions.

Signature : \_\_\_\_\_  
Name & Designation : \_\_\_\_\_  
Address : \_\_\_\_\_  
Contact No. : \_\_\_\_\_  
Name & Seal of the firm: \_\_\_\_\_

**4. Provision of samples [to be printed on firm's letter head]**

Samples of following items are submitted alongwith Technical & Financial bid:-

S.N.	Name of Item
1.	
2.	

**Sign of authorized person** \_\_\_\_\_

**Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Telephone No(s)** \_\_\_\_\_

**Fax No(s)** \_\_\_\_\_

**Mobile No(s)** \_\_\_\_\_

**Stamp of the firm** \_\_\_\_\_

**5. Product Specification:**

S.N.	Type of Engine Oil	Specifications	Quantity (Liters)
1.	Diesel Vehicles	SAE 20W 50 API CF-4/SF or equivalent Packing: Drum <i>(Rates to be quoted for above mentioned supply)</i> Drums, include 10 sets of all necessary accessories for oil extraction including suction pump, measurement instruments and any other essential items.	16,996
2.	Petrol Vehicles	SAE 20W 50 API CF-4/SG/SL/SM/SN or equivalent Packing: Drum <i>(Rates to be quoted for above mentioned supply)</i> Drums, include 10 sets of all necessary accessories for oil extraction including suction pump, measurement instruments and any other essential items	6,353
3.	Toyota Prius Cars	SAE 10,20 W 40,50 API CD/CF-4/SL/SM/SN or equivalent Packing: Drum <i>(Rates to be quoted for above mentioned supply)</i> In case of Drums, include 10 sets of all necessary accessories for oil extraction including suction pump, measurement instruments and any other essential items.	1,788
4.	Motorcycles	SAE 20W 40 50, API SG, SF or equivalent Packing: Drum <i>(Rates to be quoted for above mentioned supply)</i> In case of Drums, include 10 sets of all necessary accessories for oil extraction including suction pump, measurement instruments and any other essential items.	5,430

- Islamabad Police reserves the right to change the quantity of Engine Oil at the time of supply order.
- Successful bidder shall be bound to deliver the quantity specified in supply order.
- Engine oil is being purchased in drum packing instead of bottle packing. Hence, rates may be quoted for drum packing.

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