



**CENTRAL POLICE OFFICE
AJ&K POLICE**

AZAD GOVT. OF THE STATE OF JAMMU & KASHMIR

This document contains two parts:

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| Part – I | Advertisement |
| Part – II | Bidding documents of Uniform & Liveries |

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AZAD GOVT. OF THE STATE OF JAMMU & KASHMIR

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Issued date: 09-12-2021	TENDER NOTICE	Receiving Time: 12:00Hrs
Due Date: 03-01-2022		Opening Time: 12:30Hrs

Azad Jammu & Kashmir Police intends to purchase following items/ goods under budgetary head "Uniform and Liveries 2021-22" from the sole agents/ sole distributors/ authorized dealers, firms, suppliers with relevant experience, and on free delivery basis at Central Clothing Store, Police Lines, Headquarters Muzaffarabad.

S#	Tender Name of Item	QTY	Last date for receiving tender / venue	Date for Opening tender
			03.01.2022 CPO Mzd 12:00pm	03.01.2022 CPO Mzd 12:30pm
1	Beret Cap	14300 Nos	"	"
2	Socks Warm	15750Pair	"	"
3	Jersey Warm (Gray)	3570Nos	"	"
4	Jersey Warm Blue (Traffic)	340Nos	"	"
5	Mosquito net	1440 Nos	"	"
6	Long Boot DMS	3850Pair	"	"
7	Coat Warm	1440Nos	"	"
8	Blanket Warm	2580Nos	"	"
9	Rain Coat	1550 Nos	"	"
10	Banyan White	16020 Nos	"	"
11	Shirt fabric Samrina	42875Mtr	"	"
12	Fabric Paint Khaki	32735Mtr	"	"
13	Fabric Traffic Police	3930Mtr	"	"
14	Fabric Pocket	10890 Mtr	"	"
15	Umbrella Traffic Police	560 Nos	"	"
16	Badges for Traffic police	560 Set	"	"
17	Peaked Cap Traffic	1120 Nos	"	"
18	Fabric for Ladies Uniform	1585 Mtr	"	"
19	Socks Ladies	245 Pairs	"	"
20	Peaked Cap Tourism Police	280 Nos	"	"
21	Shirt Half Salves Tourism Police	280 Nos	"	"
22	Shirt Full Salves Tourism Police	280Nos	"	"
23	Vest With Trouser	130Pirs	"	"
24	Hand Cuff With Chain	200 Set	"	"
25	Nawar White	2395 Kg	"	"
26	Track Suit(ATS)	200Nos	"	"
27	Jogger Shoes (ATS)	200 Pairs	"	"
28	Polo Stick	1000 Nos	"	"
29	Steel Helmet	500Nos	"	"
30	Riot Shield	500 Nos	"	"
31	Riot Jacket	500Nos	"	"

Central Police Office, Azad Jammu & Kashmir Police, New Civil Secretariat Muzaffarabad (2)



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The detail specifications along with terms and conditions are given in the tender document. Tender documents can be purchased from the office of Budget Officer Central Police Office Block No #7, Civil Secretariat Muzaffarabad, on any working day (Monday-Friday), during the office hours after advertisement in newspapers or on AJK PPRA website www.ajkppra.gov.pk by submitting a written request on the firm/ company letter head, along with a fee of Rs.500 each (non-refundable).

Interested firms/ bidders may submit their bids in the office of the Deputy Inspector General of Police Head Quarters Muzaffarabad, Block No #7, Civil Secretariat Muzaffarabad, along with a covering letter on firms/ company letter head, on or before 12:00hrs on 03th January 2022 positively. The bids will be opened on same day at 12:30pm, in presence of bidders or their nominated agents present there. No tender document will be sold after 01th January 2022

The firms should be registered with sales tax/income tax department. The payment of all the taxes shall be the responsibility of the firms/ suppliers. Departmental Purchase Committee reserves the right to reject all bids proposals at any time according to AJ&KPPRA Rules 2017. The Departmental Purchase Committee shall upon request communicate to any supplier or contractor who submit a bid or proposal, the grounds for its rejection of bids or proposal, but is not required to justify those grounds. The Departmental Purchase Committee may decrease or increase the quantity as per AJ&K. PPRA Rules 2017.

Single stage two envelopes bidding procedure shall be applied. The call deposit/ Earnest Money (Refundable) @ 2% of the total value of bids in the form of Banker's Cheque/CDR in favour of DDO Central Police Office is required to be submitted with the Financial Bid, proposal without which the offer shall be rejected being non-responsive.

Note: All assessments and procuring procedure i.e. receiving, opening and awarding contract etc. shall be governed by the AJ&K Public Procurement Rules, 2017.

Bid Evaluation Report (BER) and Award of Contract (AOC) will also be uploaded at Azad Jammu & Kashmir PPRA website www.ajkppra.gov.pk

Dy. Inspector-General of Police (HQS)
Azad Govt. of the State of J & K
Muzaffarabad
Tel. # + 92-5822-930805
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BIDDING DOCUMENT



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Technical Bid Evaluation Criteria

S.#	Headings	Marks
	Technical Proposal	100
1	Original receipt for purchase of Tender	05
2	Bid Security 2% of tender value	05
3	Acceptance of terms and condition, tender documents duly signed and stamped	05
4	Minimum one year business history from the date of authorization	05
5	Company profile	05
6	An affidavit on stamp paper of Rs. 20/- submitting following clauses: i. That neither the firm has been blacklisted on any grounds whatsoever or is being proceeded against or is involved in litigation. This certificate shall remain operative till the finalization of the procurement	05
7	National Tax and general sales tax number certificates	10
8	Demonstration of Samples quoted in the bid	60

Minimum required marks 70

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A. Instructions to Bidders (ITB)

General Instructions:

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) Schedule of Requirements;
- (e) Technical Specifications;
- (f) Contract Form;
- (g) Manufacturer's Authorization Form;
- (h) Performance Guaranty Form;
- (i) Bid Form; and
- (j) Price Schedule

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.

Source of Funds

2.1 Funds are available with the Central Police Office for the financial year 2021-22 under the budgetary head uniform and liveries.

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.

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



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that have received the bidding documents.

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.

7.4 The Procuring Agency shall disqualify or blacklist 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.

7.5 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.

Corrupt or Fraudulent Practices

8.1 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; and
 - II. "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract to the detriment of the Procuring Agency, 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 and may disqualify or blacklist the firm/bidder either indefinitely or for a stated period of time;
- c. shall reject the bid which is to be awarded a Contract or contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in acquiring or executing, a Contract.


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The following are the events which would lead to initiate (Rule 21 of PPRA Rules 2017) blacklisting/debarment process;

- i) Submission of false fabricated / forged documents for procurement in tender.
- ii) Not attaining required quality of work.
- iii) Inordinate tardiness in accomplishment of assigned/agreed responsibilities / contractual obligations resulting loss to procuring agency/Government
- iv) Non execution of work as per terms & condition of contract.
- v) Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- vi) Involvement in any sort of tender fixing.
- vii) Persistent and intentional violation of important conditions of contract.
- viii) Non-adherence to quality specifications despite being importunately pointed out.
- ix) Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

Bid Form and Price Schedule

13.1 The Bidder shall complete the Bid Form and an appropriate Price Schedule furnished in the bidding documents (Annexure A Form), indicating the goods to be supplied, a brief description of the goods, specifications, taxes, quantity, and prices.

Bid Prices

14.1 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.

14.2 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. Serial number/ bid number of the quoted item may be marked or highlighted with red/yellow marker.

14.3 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.

14.4 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.



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14.5 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.

Bid Currencies

15.1 Prices shall be quoted in Pak Rupees.

15.2 State Bank of AJ&K's foreign currency selling rate will be considered from the date of opening of financial bid (Import Cases).

Documents Establishing Bidder's Eligibility and Qualification

16.1 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.

16.2 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 eligible as defined under ITB Clause 3.

16.3 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), General Sales Tax Number and Professional Tax (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.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 and no litigation is underway on account of blacklisting process. In case the bidder has been disqualified or blacklisted earlier in the past by any public sector organization, detail concerning the period of such disqualification/blacklisting, cause of such embargo and eventual result/latest status shall be mentioned by the bidder. On account of submission of false statement or concealment of the fact, the Bidder shall be disqualified forthwith, if contract has not been executed and blacklisted, if the contract has been executed.
- (d) The Bidder should have minimum one-year experience in the market which will be counted from the date of Authorized Letter of Principal/Local Manufacturer. Similarly it is mandatory that the item to be quoted by the Bidder/ Manufacturer should have already been used in different public/ private Institution. Documentary proof shall have to be provided in this regard.
- (e) 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.



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- (f) The Bidder must indicate the country of origin of the goods, capacity of production of the firm (in case of manufacturer), its financial status, necessary assurance of quality production, Certificate(s) for conformity with International standards of Quality (original or attested certification) and list of qualified (attested degrees or certification) technical persons along with qualification and trainings (including details of CNIC), payroll details of staff, list of main service, testing and calibration tools and supervisory staff working in the production and quality control departments in the manufacturing plants.
- (g) The Bidder (in case of manufacturer) shall provide a list of plant, major machinery and equipment installed in the factory. All necessary equipment must be calibrated and validation certificate to be included in the technical bid.
- (h) In case of non-local manufacturers the list of Countries in which the specific product is available and is in use. Information to be duly certified by the appropriate AJ&K Chapter of the Chamber of Commerce.
- (i) The Bidder shall provide firms balance sheet, latest tax paid, audit inspection report (if undertaken) and at least one year bank statement.
- (j) The Bidder shall provide total list of products it supplies in the market. The Bidder shall also supply attested copy of the first invoice for the specific product for which bidding is being undertaken. The Bidder shall also be responsible for providing up to date and authentic contact details of both private and public sector organizations to which it has supplied over the last two years. Bidder shall also provide supply order details over last one (01) year with complete and up to date details of its distribution sub-offices or/and representatives.

Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

17.1 ITB Clause 12, 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.

17.2 Submission of sample (where demanded): If so required by the technical committee, to be recorded in writing, the bidder shall provide a sample or demonstration as the case may be. Lab test shall be required wherever applicable items of serial 1-13 shall be required to be tested by the relevant lab and items at serial No 14-39 shall be examined/evaluated on the basis of physical examination by the technical/ purchase committee as per parameters given in part III of the bidding documents.

Bid Security

18.1 Bid Security 2% of the total quoted bid value should be attached in the form of CDR, banker's cheque etc., attached with Financial Proposal in the name of DDO Central Police Office, Muzaffarabad.

Bid Validity

19.1 Bids shall remain valid for a period of Ninety (120) days from the date of closing date for submission of the Bid prescribed by the Procuring Agency. A bid valid for a shorter period shall be rejected by the Procuring Agency as non-responsive.

19.2 The Procuring Agency shall ordinarily be under an obligation to process and evaluate the bid within the stipulated bid validity period. However, under exceptional

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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.

19.3 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. In case the bids have been opened and evaluated even in that case the un-willing bidder shall not be penalized and his bid shall be refused without any penalty.

Submission of Bids

Format and Signing of Bid

20.1 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.

21.1 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 Institute 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.

21.2 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 non-responsive or late.

21.3 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.

Deadline for Submission of Bids

22.1 Bids must be submitted by the Bidder and received by the Procuring Agency at the address specified under (ITB Clause 20.1) not later than the time and date specified in the Invitation for Bids.

Late Bid

23.1 Any bid received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency (ITB Clause 22) shall be rejected and returned unopened to the Bidder.

Withdrawal of Bids

24.1 The Bidder may withdraw its bid prior to the deadline specified in the invitation to bid.



24.2 No bid can be withdrawn after the deadline for submission of bids and before the expiration of the bid validity period specified in (ITB Clause 19.2) Withdrawal of a bid during this period shall lead to bidder disqualification for participation in future procurements of the procuring agency for a period as deem necessary by the Procuring Agency and forfeiture of bid security.

The Bidding Procedure

Single stage - two envelopes bidding procedure

- 25.1 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 do 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 a 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

Opening of Bids by the Procuring Agency

26.1 The Procuring Agency shall initially open only the envelopes marked "TECHNICAL PROPOSAL" in the presence of Bidders' representatives who choose to be present, at the time, date and venue already 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 technical evaluation process.

26.2 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. Bids found non-responsive and non-complied shall be rejected. The financial bid however shall be opened only of those who are



technically found complied and responsive. Non-complied/non-responsive bidder's financial proposal shall be returned unopened. 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.

26.3 The Procuring Agency shall prepare minutes of both the technical proposal as well as the financial proposal bid opening.

Clarification of Bids

27.1 During evaluation of the bids, the Procuring Agency 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.

28.1 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.

28.2 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.

28.3 Prior to the detailed evaluation, the Procuring Agency shall determine the substantial responsiveness of each bid to the bidding documents (ITB Clause 28). 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.

28.4 If a bid is not substantially responsive, it shall be rejected by the Procuring Agency and will not be accepted/entertained though subsequently be made responsive by the Bidder by correction of the nonconformity.

Evaluation and Comparison of Bids

29.1 The Procuring Agency shall evaluate and compare the bids, on knockout clauses basis and shall select only those which have been determined to be substantially responsive (ITB Clause 26).

29.2 All bids shall be evaluated in accordance with the evaluation criteria (ITB Clause



30) and other terms and conditions set forth in these bidding documents.

29.3 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.

Evaluation Criteria

30.1 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. The number of points allocated to each factor (in case quantification method is adopted) shall be specified in the Evaluation Report. Only bids securing minimum of 70% marks would be declared technically accepted.

- i). After technical evaluation is completed, the Procuring Agency shall notify the date, time and location for opening of the financial proposals. Bidders' attendance at the opening of financial proposals is optional.
- ii). Financial proposals shall be opened publicly in the presence of the bidders' representatives who choose to be present. The name of the bidders and the technical score of the bidder shall be read aloud. The financial proposal of the bidders who met the minimum qualifying mark shall then be inspected to confirm that they have remained sealed and unopened (financial proposals of Bidders failed to secure minimum score threshold in the technical evaluation shall be returned unopened). The financial proposals of technically qualified bidder shall then be opened, and the total prices read aloud and recorded.

Evaluation Criteria

The firm will be qualified on the basis of following evaluation criteria;

A) List of Essential Document Required

1. Bid Security 2% of tender value.
2. Minimum one year business history from the date of authorization.
3. An affidavit on stamp paper of Rs. 20/- submitting following clauses: i) that maintenance of goods and replacement of defective parts under warranty shall be done, ii) that the firm is never blacklisted on any grounds whatsoever.
4. Bank statement/ Balance sheet, Financial Soundness, National tax number and General Sale Tax number certificate.



30.3 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.

Contacting the Procuring Agency

31.1 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.

31.2 Any effort by a Bidder to influence the Procuring Agency in its decisions on bid evaluation, bid comparison, or Contract Award will disqualify the bidder and rejection of the bid. Canvassing by any Bidder at any stage of the Tender evaluation is strictly prohibited.

Rejection of Bids

32.1 The Procuring Agency may reject all bids at any time prior to the acceptance of a bid. The Procuring Agency shall upon request communicate to the Bidder who participated in the process seeking the reasons for its bid's rejection, but is not required to justify those grounds.

32.2 The Procuring Agency incurs no liability, solely by virtue of its invoking Clause 31.1 towards Bidders who have submitted bids.

32.3 Notice of the rejection of any or all bids shall be given promptly to the concerned Bidders that submitted bids.

Re-Bidding

33.1 If the Procuring Agency rejects all bids (ITB Clause 32), it may call for a rebidding.

33.2 The Procuring Agency before processing the 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.

Announcement of Evaluation Report

34.1 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. The report shall be made available on PPRA site and all the bidders shall be informed of this.



Award of Contract

Acceptance of Bid and Award criteria

35.1 The Bidder with lowest evaluated 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.

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

36.1 The Procuring Agency reserves the right 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. Prior to award of contract or after the award of contracts but such increase shall not be more than 15% of the contract cost.

Notification of Award

38.1 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.

38.2 The notification of Award shall constitute the formation of the Contract.

Signing of Contract

39.1 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 (which include general conditions of the contract (GCC) & special conditions of the contract (SCC) provided in the bidding documents, incorporating all agreements between the Parties.

1.2 Within ONE week of receipt of the Contract Form, both the successful Bidder and the Procuring Agency shall sign and date the Contract on the legal stamp paper. The Procuring Agency shall issue Purchase 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 its 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. But for award to next lowest, the procuring agency shall see the possibility of cartelization basing upon the bid price difference between the first and second lowest bids. In case the difference is irrationalized, than the procuring agency shall move for the rebidding process.

Performance Guarantee

40.1 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 5% of the contract amount. The performance security shall be deposited in the shape of deposit at call.



40.2 Failure of the successful Bidder to comply with the requirement of (ITB Clause 39.1) 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. In case the bid validity has elapsed than the offer for award of contract to the second lowest bidder may be made for which would be decided accordingly.

Schedule of Requirement

41.1 The supplies shall be delivered within 30 to 45 days w.e.f the next date after the date of issue of Purchase Order (without penalty), and with prescribed penalty, as per following schedule of requirement:

Mode of Penalty	Delivery Period	Grace Period	Total delivery period
Without Penalty	105 days	15 days	120 days

1.3 Liquidated Damage

In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ (as may be fixed by the Procuring Agency) per day of the cost not exceeding 10% of the purchase order value for late delivered supply shall be imposed upon the Supplier.

Redressal of grievances by the Procuring Agency

42.1 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 during the procurement process.

42.2 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 the bid evaluation report under Rule 37 of PPRA Rules-2017.

42.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint but prior to the entry into force of the procurement contract.

42.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.



B. General Conditions of Contract (GCC)

1. Definitions

- 1.1 In this Contract, the following terms shall be interpreted as indicated:
- "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.
 - "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
 - "The Goods" means Goods which the Supplier is required to supply to the Procuring Agency under the Contract.
 - "GCC" mean the General Conditions of Contract contained in this section.
 - "SCC" means the Special Conditions of Contract.
 - "The Procuring Agency" means the [Full name & address of the procuring agency].
 - "The Procuring Agency's Country" is the country named in SCC
 - "The Supplier" means the individual or firm supplying the goods under this Contract.
 - "Day" means calendar day.

2. Application

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

3. Standards

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

4. Submission of Samples

- 7.1 The samples shall be submitted as per detail in ITB 17.2.

8.2 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty _____ of the cost not exceeding _____ of the purchase order value for late delivered supply shall be imposed upon the Supplier.



5. Inspections and Tests

9.1 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.

6. Physical Examination/ Inspection of Goods

10.1 The goods shall be acceptable subject to physical inspection, tests and/ or in accordance with the approved sample as decided by the Procuring Agency

7. 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.

8. 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 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 of signing of the Contract.

9. Payment

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. Rupees which will be paid after installation and satisfactory report by the Inspection Committee for Duty Delivered Pay (DDP)/free delivery at the consignee end.

10. Prices

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 original bid validity period provided the Procuring Agency's request for bid validity extension.

11. Delays in the Supplier's Performance

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.

19.2 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, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the Parties by amendment of Contract.

19.3 Except as provided under GCC Clause 8.2, 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.

12. Penalties/Liquidated Damages

20.1 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 GCC Clause 24, including late delivery for reasons beyond control. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 23.

20.2 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.

- a. 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 Agency pursuant to GCC Clause 8.2; or

13. Mechanism for Blacklistment of Defaulted Bidder (Under Rule-21 of PPRA Rules 2017).

The following are the events which would lead to initiate (Rule 21 of PPRA Rules 2017) blacklisting/debarment process;

- x) Submission of false fabricated / forged documents for procurement in tender.
- xi) Not attaining required quality of work.
- xii) Inordinate tardiness in accomplishment of assigned/agreed responsibilities /contractual obligations resulting loss to procuring agency/Government
- xiii) Non execution of work as per terms & condition of contract.
- xiv) Any unethical or unlawful professional or business behavior detrimental to good conduct and integrity of the public procurement process.
- xv) Involvement in any sort of tender fixing.
- xvi) Persistent and intentional violation of important conditions of contract.
- xvii) Non-adherence to quality specifications despite being importunately pointed out.



- xviii) Security consideration of the State i.e., any action that jeopardizes the security of the State or good repute of the procuring agency.

PROCEDURE

A notice will be issued to the agency/individual seeking it/his explanation for the lapses committed by it/him. The explanation will be required within 30 days from the date of issue, (time should be fixed depending upon the intensity of lapses). In case its/his explanation is found unsatisfactory, a show cause notice shall be issued providing an opportunity of being heard followed by decision for blacklisting for a maximum period of three years depending upon the intensity of lapses.

The letter for debarring the agency/individual will be published on PPRA website. Once the blacklisting order is issued it shall not be revoked ordinarily unless as provided under Rule-21 of the Procurement Rules 2017.

14. Arbitration and Resolution of Disputes

27.1 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.

27.2 If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred to the Arbitrator for resolution through arbitration.

27.3 In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. [Full name & address of the procuring agency] or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties



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AJ&K POLICE



Shahid
B.C.P.O



1. Sample Collection Form

To be filled by Technical Committee				
Name of Item	Make/Model	Quantity	Reason	Date of Submission
				Procuring Agency
To be filled by supplier				
Name of Item	Make/Model	Batch No.	Clarification of the Observation	Dated
				Signature of Bidder



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2. Performance Guarantee Form

(Clause 40 of the ITB)

Shahid
H.O.C.P.O.



3. Contract Form

THIS CONTRACT is made at _____ on the day of _____ 2021, between the [Full name & address of the procuring agency] (hereinafter referred to as the "Procuring Agency") of the First Part; and M/s (firm name) a firm having its registered office at (address of the firm) (hereinafter called the "Supplier") of the Second Part (hereinafter referred to individually as "Party" and collectively as the "Parties").

WHEREAS the Procuring Agency invited bids for procurement of goods, in pursuance where of M/s (firm name) being the Manufacturer/ authorized Supplier/ authorized Agent of (item name) in AJ&K and ancillary services offered to supply the required item (s); and Whereas the Procuring Agency has accepted the bid by the Supplier for the supply of (item name) and services in the sum of Rs (amount in figures and words) cost per unit, the total amount of (quantity of goods) shall be Rs (amount in figures and words).

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of this Contract hereinafter referred to as "Contract":
2. The following documents shall be deemed to form and be read and construed as integral part of this Contract, viz:-
 - a. the Price Schedule submitted by the Bidder,
 - b. the Schedule of Requirements;
 - c. the Technical Specifications;
 - d. the General Conditions of Contract;
 - e. the Special Conditions of Contract;
 - f. the Procuring Agency's Notification of Award;
 - g. the scope of work;
 - h. the Contract; and
 - i. the Bid & its clarifications.
 - j. the contracted specifications (attached as annexure)
3. In consideration of the payments to be made by the Procuring Agency to the Supplier/ Manufacturer as hereinafter mentioned, the Supplier/ Manufacturer hereby covenants with the Procuring Agency to provide the Goods and Services and to remove/rectify defects therein in conformity in all respects with the provisions of this Contract.
4. The Procuring Agency hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of this Contract at the time and in the manner prescribed by this Contract.



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5. [The Supplier] hereby declares that it has not obtained or induced the procurement of any Contract, right, interest, privilege or other obligation or benefit from Azad Govt. of the State of Jammu & Kashmir or any administrative subdivision or agency thereof or any other entity owned or controlled by it (Azad Govt. of the State of Jammu & Kashmir) through any corrupt/collusive business practice.
6. Without limiting the generality of the foregoing, [the Seller/ Supplier] represents and warrants that it has fully declared the brokerage, commission, fees etc, paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside AJ&K either directly or indirectly through any natural or juridical person, including its affiliate, agent, associate, broker, consultant, director, promoter, shareholder, sponsor or subsidiary, any commission, gratification, bribe, finder's fee or kickback, whether described as consultation fee or otherwise, with the object of obtaining or including the procurement of a Contract, right interest, privilege or other obligation or benefit in whatsoever form from Azad Govt. of the State of Jammu & Kashmir, except that which has been expressly declared pursuant hereto.
7. [The Supplier] certifies that it has made and shall make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with Azad Govt. of the State of Jammu & Kashmir and has not taken any action or shall not take any action to circumvent the above declaration, representation or warranty.
8. [The Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any Contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to Azad Govt. of the State of Jammu & Kashmir under any law, Contract or other instrument, be void able at the option of Azad Govt. of the State of Jammu & Kashmir.
9. Notwithstanding any rights and remedies exercised by Azad Govt. of the State of Jammu & Kashmir in this regard, [The Supplier] agrees to indemnify Azad Govt. of the State of Jammu & Kashmir for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to Azad Govt. of the State of Jammu & Kashmir in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by



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[The Seller/ Supplier] as aforesaid for the purpose of obtaining or inducing the procurement of any Contract, right, interest, privilege or other obligation or benefit in whatsoever form from Azad Govt. of the State of Jammu & Kashmir.

10. In case of any dispute concerning the interpretation and/or application of this Contract shall be settled through arbitration. Secretary, Law, Justice and Human Rights or his nominee shall act as sole arbitrator. The decisions taken and/or award made by the sole arbitrator shall be final and binding on the Parties.
11. This Contract shall be governed by the laws of AJ&K and the courts of AJ&K shall have exclusive jurisdiction.

IN WITNESS Whereof the Parties hereto have caused this Contract to be executed at _____ (the place) and shall enter into force on the day, month and year first above mentioned.

Signed/ Sealed by the Manufacturer/
Authorized Supplier/ authorized Agent

Signed/ Sealed by Procuring Agency

1.

1.

2.

2.



AZAD GOVT. OF THE STATE OF JAMMU & KASHMIR
CENTRAL POLICE OFFICE
AJ&K POLICE



4. Bid Form

Date: _____

Tender No.: _____

To: **DEPUTY INSPECTOR-GENERAL OF POLICE (HQS),**
Central Police Office,
Muzaffarabad, AJ&K.

Respected Sir,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer the supply and deliver the goods specified in and in conformity with the said Bidding Documents for the sum of [Total Bid Amount], [Bid Amount in words] or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our bid is accepted, we shall obtain an unconditional guarantee of a bank in the sum of 5 percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Procuring Agency.

We agree to abide by this bid for a period of [number] days from the date fixed for bid opening under ITB Clause 18 of the Instructions to Bidders, and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal Contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of bidder
(if none, state "none")."

Amount and Currency

Dated this day of _____, 2021

Signature
(in the capacity of)

Duly authorized to sign bid for and on behalf of. Attachment



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5. Price Schedule

(Goods to be procured under DDP/Free delivery at consignee's end basis)

Name of Bidder _____

Tender No. _____

Sr. No.(As listed in invitation of bid)	Name of Item (As listed in invitation of bid)	Make/Model and country of Manufacturer and origin	Specification (Complete Details)	Qty (Rs.)	Unit Price	Sale and other taxes (Specify the type and kind of taxes applied)	Total Cost (Rs.)
1.							
2.							
3.							
4.							
5.							
Grand Total							

Sign and Stamp of Bidder _____

Note: In case of discrepancy between unit price and total, the unit price shall prevail.