LAHORE HIGH COURT, LAHORE

TENDER NOTICE No. 09/2024-2025

INVITATION TO E-BIDS

(FOR PROCUREMENT/INSTALLATION OF PRAYER CARPETS)

Lahore High Court, Lahore **invites e-bids** as per Punjab Procurements Rules 2014, from well-reputed and financially sound firms having previous experience in specific field as well as registered with Income Tax, Sales Tax, Professional Tax and Punjab Sales Tax Departments etc. (where applicable) for procurement/installation of Prayer Carpets in the Jamia Masjid of Lahore High Court, Lahore.

Sr.#	Items Description	Quantity/Size	Estimated Cost	Bid Security (5%)
01.	Procurement/ Installation of Prayer Carpets (Per Carpet/Size 2'×4' i.e. 8 SQFT) **As per sample**	4124-SQFT Total=515.5 (Prayer Carpets)	Rs.2,474,400/-	Rs.123,720/-

2. An e-bid proposal shall be submitted on the e-Pak Acquisition & Disposal System (EPADS) before closing date i.e. 17-12-.2024 for submission of such proposal.

3. Interested eligible bidders may download bidding documents from e-pads as well as from PPRA website & website of this Court and may obtain further information from the Procurement Branch Lahore High Court, Lahore. Bids are to be addressed to the Registrar Lahore High Court, Lahore and shall be received electronically on e-PADS by 17-12-.2024 at 11:00 A.M and shall be opened at 11:30 A.M. on the same day, in the office of D&SJ (HR-DJ)/ Senior Member of the Purchase Committee, Lahore High Court, Lahore. (In case of public holiday, the next working day shall be considered).

4. The bids shall be submitted under "Single Stage – one Envelop bidding procedure" as contained in Rule 38(1) of the Punjab Procurement Rules 2014. All the rates should be inclusive of GST/PST and valid for 180-days.

5. The bidders shall submit bid security @ 5% of the estimated cost in the shape of CDR/Bank Guarantee/Pay Order of any scheduled Bank in favour of the Registrar, Lahore High Court Lahore one hour before the bid submission deadline, in original, in the Procurement Branch of this Court. The bid security will be refunded after finalization of the tender. However, the successful bidder shall deposit an amount equivalent to 10% of the total value of the contract as performance guarantee in shape of CDR/Bank Guarantee/Pay Order which shall be refunded on successful completion of the contract obligations. The delivery time of items would be as per the deadline specified in the purchase order.

6. The tender Notice & Bidding Documents are available at PPRA's website, website of this Court & on E-PADS Website.(http://ppra.punjab.gov.pk, http://https://lhc.gov.pk, and https://eprocure.gov.pk/

7. The authority reserves the right to reject all bids or proposals in line with prevailing rules and regulations.

MUHAMMAD NASIR
ADDITIONAL REGISTRAR (PROCUREMENT)
LAHORE HIGH COURT, LAHORE

Tender Document

Tender No.09/2024-2025

PROCUREMENT / INSTALLATION OF PRAYER CARPETS



Lahore High Court, Lahore

Shahrah-e-Quaid-e-Azam, Lahore.

Phone: (+ 92) (42) (99212951, Ext# 228-229)

URL: www.lhc.gov.pk

Date of Opening:	17.12.***2024 at 11:30 A.M.***
Closing Time:	17.12.***2024 at 11:00 A.M.***
Delivery Period:	***As per time given in the Purchase Order***

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1. ***Invitation to e-Bids***

i. *The Purchaser invites e-Bids from the original manufacturers/authorized distributors/suppliers for Procurement/Installation of Prayer Carpets (**Tender Items**) for use in the Jamia Masjid of Lahore High Court, Lahore: -*

Sr. No.	***Description/Specifications/Standards***	***Quantity***
1.	*Procurement/Installation of Prayer Carpets* ***As Per Sample*** *Superior quality* *Unit Carpet Size (2'×4') i.e. 8 Sq. ft* *Total area (4124 Sq. ft)* *515.5 Nos. of Prayer Carpets*	*4124 Sq ft* *515.5 Carpets*

ii. *The Tender Document 09/2024-2025 carrying all details can be downloaded from the website of Lahore High Court, Lahore. i.e.*

https://www.lhc.gov.pk *Lahore High Court, Lahore;*

http://www.ppra.punjab.gov.pk *PPRA's website;*

https://eprocure.gov.pk *and EPADS website:*

iii. *For the purposes of this tender, Punjab Procurement Rules 2014 as amended from time to time shall be followed.*

iv. *Bidders who meet the eligibility criteria may download the bidding documents from the website of e-PADS, the website of PPRA, and the official website of this Court. Bids should be addressed to the Registrar, Lahore High Court, Lahore, and must be submitted electronically via e-PADS, as detailed in the bidding documents.*

2. ***Instructions to Bidders***

i. *As per **Rule 38(1) of PPRA Rules, 2014** single package containing technical & financial proposal, in one Envelope Bidding Procedure of the Punjab Procurement Rules, 2014 shall be followed.*

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ii. ***E-Bids*** *will be opened publicly in the office of the D&SJ (HR-DJ), Lahore High Court, Lahore by the Purchase Committee at* ***11:30 a.m.*** *on* 17.12.24 *in presence of the Bidder(s) or their authorized representatives, for which they shall ensure their presence without further invitation. In case, last date of e-bid submission falls on/within the official holiday(s), the last date for submission of bids shall be the next working day.*

iii. *The bidder(s) shall participate along with the proof/samples of Prayer Carpets which are claimed to be equivalent to the specification of the required item.*

iv. *All the interested bidders may examine the approved sample of Tender items in the Procurement Branch of this Court.*

v. *Bidders are required to provide their samples according to details mentioned in Clause 01 of the Tender document with bidder name along with their Technical Proposals.*

vi. *The Prayer Carpets/Mats shall be delivered within* ***the time given in the Purchase Order*** *otherwise* ***Liquidated Damage charges (under Clause 6 of the bid document)*** *shall be imposed.*

vii. *In case any defect appears in Tender item during technical evaluation, the shortcoming shall be fulfilled by the contractor.*

viii. *The tender items shall be delivered/installed in the Jamia Masjid of Lahore High Court, Lahore.*

ix. *Rate of the item shall be quoted as per sample approved by the Competent Authority and shall be in Pak Rupees only.*

x. *The Purchaser shall announce details of the bids at the time of opening of Technical/Financial bids.*

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xi. *No bid shall be accepted unless complete in all respects. Further, conditional bids shall not be accepted/ considered.*

xii. *The bidder (s) shall submit the list of his Partners/ Co-owners/ Directors/ Joint Ventures/ Suppliers along with the bid, if any.*

xiii. *The bidder(s) shall bear all costs/ expenses associated with the preparation and submission of the bids and the Purchaser shall in no case be responsible for those expenses.*

xiv. *Bids received after due date/ time shall not be considered.*

xv. *A bid withdrawn after the deadline for submission of the bid and prior to the expiry of the bid validity period, shall result in forfeiture of the* ***5% Bid Security (under Clause 4 of the bid document)****.*

xvi. *In case, the successful bidder fails to execute the work order as per terms and conditions laid down in the Bid document/ contract/ purchase order (other than delay) or items supplied are found lower in quality, the Purchaser shall have the right to cancel the contract at any time and forfeit* ***10% Performance Guarantee (under Clause 5 of the bid document)*** *and the items provided by the Firm shall be at its own risk & cost.*

xvii. *Before submitting any offer, bidders may consult the Purchaser regarding any query.*

xviii. *The Purchaser reserves the right to purchase full or part of the item(s) or ignore/ scrap/ cancel the tender without recording reasons thereof.*

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3. ***Bid Validity Period:***

Bid validity period shall be effective for ***180 days*** ***(extendable where required in terms of Punjab Procurement Rules, 2014)*** *from the date of opening of bids.*

4. ***Bid Security:***

i. *Technical/Financial Bid shall be accompanied by a scanned* ***5% Bid Security*** *(i.e. Rs.123,720/- of the total estimated cost of Rs.2,474,400/-) of the total bid amount in the shape of Bank Draft/Call Deposit Receipts/Bank Guarantee in favour of Registrar, Lahore High Court, Lahore, which is refundable on request, to the unsuccessful bidder(s) within* ***two weeks after*** *the finalization of tender process. Bid security of successful bidder(s) will be returned on his/their request, after signing of the contract and securing 10% amount of the total value of the Purchase Order as performance guarantee.*

ii. *The original Bid Security instrument (hard copy) alongwith required Stamp Papers (hard copy) must be submitted in favor of the Registrar, Lahore High Court, Lahore, at least one hour before the bid submission deadline in the Procurement Branch.* ***Any late submission of Bid Security or Stamp Papers will result in the cancellation of the tender for that particular participant.***

5. ***Performance Guarantee:***

a. *The successful bidder shall deposit* ***10% amount as "Performance Guarantee"*** *in shape of Bank Draft/Call Deposit Receipts/Bank Guarantee/Pay Order in favour of Registrar, Lahore High Court, Lahore, which is refundable on request, before signing of the contract and taking back 5% Bid*

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Security. Performance guarantee shall be retained by the Purchaser for period of one year.

b. *The purchaser shall have right to forfeit the "Performance Guarantee", if the contractor violates any of the terms and conditions of the Bid document/contract/purchase order, except delay in provision of the Tender Items for which liquidated damage charges under clause 6 of the Bid document will be imposed.*

c. *The purchaser shall have right to forfeit the "Performance Guarantee", if the contractor continuously failed to provide delivery/deliberately trying to prolong the delivery time, indulged in corrupt practices, detrimental to public interest or concealment of any facts pointed out/highlighted by the Authority. However, the bidder reserves the right to appeal before the grievance Committee.*

6. *Liquidated Damages:*

In case of failure, the Supplier will unconditionally pay liquidated damages on late supplies @ 2 % per month of the total value of purchase order.

7. *Warranty:*

i. *The successful bidder shall submit "**One Year Warranty Certificate**" regarding the durability of the supplied Tender Items. The warranty period shall start from the date of delivery of items. In case the supplied articles have any manufacturing faults, defects, the items shall be replaced by the bidder without any compensation.*

ii. *In case the bidder consistently failed to replace the faulty items/articles, a show cause notice shall be issued to bidder. Even after, non-compliance, the performance Guarantee shall liable to be forfeited.*

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08. ***Evaluation Criteria:***

Bids will be evaluated as per evaluation Criteria (at Annex: B & C)

09. ***Arbitration:***

All claims and disputes arising out of or relating to this agreement shall be referred by the aggrieved party to the sole Arbitrator i.e. The Registrar, Lahore High Court, Lahore.

10. ***Cancellation of Tender:***

The Purchaser reserves the right to purchase full or part of the item(s) or ignore/scrap/cancel the tender without recording reasons thereof.

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GENERAL INSTRUCTIONS

Any offer (Technical/Financial) not received as per terms and conditions of the Tender Enquiry is liable to be rejected. No offer shall be considered if;

(i). Received without "Bid Security" in the shape of CDR/Bank Guarantee from a scheduled bank.
(ii). Received after the time and date fixed for its receipt.
(iii). The offer is unsigned.
(iv). The offer is ambiguous.
(v). The offer is conditional.
(vi). The offer is from a firm blacklisted, suspended or removed from the approved List.
(vii). The bid is received of a shorter validity than required in the tender enquiry.
(viii). The proposal is for item(s) not conforming to specifications indicated in the tender notice/tender enquiry.
(ix). The bid is received without latest Professional Tax Certificate (2024-2025).

02. *Offer must remain valid for 180-days from the date of opening the Tender.*

03. *All e-bids must be uploaded on E-PADS website i.e.* ***(www.eprocure.gov.pk).***

04. *Each bid will be in term of Rule 38(1) "Single package containing technical & financial proposal", in one Envelope Bidding Procedure of the Punjab Procurement Rules, 2014.*

05. *The Purchaser reserves the right to purchase full or part of the item(s) or ignore/scrap/cancel the tender without recording reasons thereof.*

06. *Further the following conditions shall apply: -*

(a). If the acceptance of tender issued during the validity period of the proposal is not accepted by the tenderer, the CDR/bid security shall be forfeited and the item(s) purchased would be at his (tenderer's) risk and expense.
(b). In case the offer is withdrawn/amended or revised during the validity period of the offer, the Bid security/ CDR is liable to be forfeited.
(c). In case the contractor fails to execute the contract strictly in accordance with terms and conditions laid down in the contract the security deposited (CDR) by him shall be forfeited and the item(s) purchased would be at his risk and expense.

07. *The purchaser reserves the right to claim compensation for the loss caused by the delay in the work, as determined by the purchaser.*

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TERMS & CONDITIONS

01. *The work is required to be completed within the time given in the purchase order. However, the bidders are required to indicate their own guaranteed earliest date by which the work will be done by them.*

02. *Bidders must quote their financial proposal on the detail of items intended to be procured.*

03. *Technical proposal and financial proposal/bids should be addressed to the* ***Registrar, Lahore High Court, Lahore.***

04. *Bidders should quote their firm and final rates both in words as well as in figures (including all taxes).*

05. *Bidders shall submit a* ***Bid Security*** *as required under Rule 27-PPRA-2014 in the shape of CDR/Pay Order/Bank Guarantee* ***Rs.123,720/-*** *(@ of 5% of estimated cost* ***i.e. Rs.2,474,400/-)*** *for supplies in favour of the Registrar, Lahore High Court, Lahore.*

06. *The original Bid Security instrument and Stamp Papers (hard copies) must be submitted in favor of the Registrar, Lahore High Court, Lahore, at least one hour before the bid submission deadline in the Procurement Branch. Late submission of Bid Security instrument and Stamp Papers (hard copies) will be treated as cancellation of that particular bid/tender.*

07. *The successful bidder shall be required to furnish 10% of the total value of the work order as* ***Performance Guarantee*** *in shape of Bank Guarantee/CDR/Pay Order (as required under Rules 56 of the Punjab Procurement Rules, 2014) in favour of* ***Registrar, Lahore High Court, Lahore*** *(by designation only) for a period of one year from the acceptance of the bids (within 15-days) and in case, the supply has not conformity with the required specification/ terms & condition, the Purchaser has full right to forfeit Performance Guarantee and the re-purchase shall be made at the risk and expense, of the bidder.*

08. *In case of Indigenous item(s) the tenderers who are manufacturers must indicate name and address of their works in Pakistan from where they intend to supply the item(s).*

09. *"This is to certify that M/s._____ have obtained quotation to Tender No._____ due on _____and bidder shall carry*

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out supply/manufacture the said item(s) in accordance with the specifications laid down in the invitation to tender".

10. *Any conditional, ambiguous or incomplete offer in any respect shall be ignored/rejected. No supplementary or revised offer after opening of bids shall be entertained.*

11. *The bidders shall enclose catalogues/leaflets/literature and other technical data, if any, in respect of item(s) offered by them.*

12. *The bidders should specifically indicate their NTN/GST/PST/VENDOR No. and circle of the Income-Tax Department (FBR).*

13. *Any erasing/cutting/crossing, etc. appearing in the offer must be properly signed by the person signing the tender. Moreover, all pages of the bid must also be properly signed and stamped.* ***Offer with any overwriting shall not be accepted.***

14. *(a). A certificate should be given by the bidders that they shall be responsible for free replacement of item(s) if the "same is found to be substandard and or at variance with the specifications given in tender enquiry". In case a SIMILAR item(s) offered is at variance with the specifications given in the tender enquiry, the bidders must clearly identify variations in their offers. However, the item(s) offered a superior quality and specifications to the one specified in the tender enquiry shall, be acceptable.*

(b). In case indigenous item(s) is offered as an item(s) similar to that specified in the Tender Enquiry the tenderers shall within seven days of the opening of the tender have the said item(s) for, pre-inspection at their own cost.

(c). Where offers have been invited for specified brands, offers for others brands shall not be acceptable.

15. *Items should be brand new and in original manufacturers packing.*

16. *Testing charges of sample/samples against the tender/advance bulk supplies will be borne by the tenderer/contractor irrespective of the result of the sample/samples.*

17. ***The procuring agency also reserves the right to reject all bids under Rule 35 of Punjab Procurement Rules, 2014.***

18. *The procuring Agency reserves the rights to increase or decrease the*

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quantity of procurements. The firm shall also submit samples of quoted items on the date which is given by the Procuring Agency.

19. *The tenderer must indicate make/made/size/weight for quoted articles in Crystal manner.*

20. *Stamp Duty @ 0.25% of the amount of bill will be mandatory under The Stamp Act, 1899 (Sr. No. 22-A (b) to Schedule-I) for payment.*

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(On stamp Paper)

CONTRACT

This CONTRACT is made on _____***[Date]***, *between* ***Lahore High Court, Lahore*** *(the "Purchaser"), on the one part, and* ***Contractor [full legal name of Contractor],*** *on the other part individually /severally liable to the Purchaser for all of the Contractor's obligations under this Contract.*

RECITALS

WHEREAS,

(a) *The Purchaser has requested the Contractor to provide Tender Items according to Bid Document and*

(b) *The Contractor, having represented to the Purchaser that it has the required professional skills, personnel and technical resources, has agreed to provide Tender Items, on the terms and conditions set forth in this Contract and Bid document.*

NOW THEREFORE, the Parties to this Contract agree as follows:

1. *The Contractor hereby covenants with the Purchaser to supply the prescribed Tender Items at the time and in the manner, in conformity with the Terms & Conditions of the Contract and Bid document.*
2. *The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract price which may become payable, at the time and in the manner, in conformity with the provisions of the Contract and Bid document, in consideration of supply of the Tender Items and complete satisfaction of the Purchaser.*
3. *The contractor shall supply Tender Items in the quantity and at the rates as approved by the Hon'ble Authority and as per prescribed samples mentioned in the bid document within the time given in the Purchase Order.*
4. *In case, any defect appears in Tender Items, the shortcoming shall be fulfilled by the contractor.*
5. *The Tender Items shall be delivered to the Purchaser's at Principal Seat Lahore High Court, Lahore.*
6. *The contractor shall solely be responsible for any discrepancy or damage to the supplied Tender Items.*

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7. *The contractor shall submit* ***"One Year Warranty Certificate"*** *regarding the durability of the supplied Tender Items. The warranty period shall start from the date of delivery of item (s).*

8. *Bid security of 5% of the total Bid price given by the contractor in the shape of Bank Draft/Call Deposit Receipts/Bank Guarantee in favour of the Registrar, Lahore High Court, Lahore will be returned to them on their request, after signing of the contract and furnishing of 10% of Bid amount as performance guarantee in shape of Bank Draft/Call Deposit Receipts/Bank Guarantee. The "Performance Guarantee" shall be returned after the completion of "Warranty Period".*

9. *The purchaser shall have a right to forfeit the "Performance Guarantee", if the contractor violates any of the terms and conditions of the bid document/contract, except delay in provision of the required Tender Items for which liquidated damages under Clause 6 of the Bid document shall be imposed.*

10. *In case of any dispute or controversy after awarding of contract the Registrar shall be the arbitrator and his/her decision shall be conclusive and final.*

11. *The terms and conditions mentioned in the Bid document shall be considered part and parcel of this contract agreement.*

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of Pakistan as of the day, month and year first indicated above.

For ***[Lahore High Court, Lahore]***
(the Purchaser)

For [ ]

Name _____

Designation _____

CNIC _____

Additional Registrar (Procurement)
Lahore High Court, Lahore

WITNESSES:

Name _____ *Name* _____

Signature _____ *Signature* _____

CNIC # _____ *CNIC* _____

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ANNEXURE-A ***(On Stamp Paper Rs.300/-)***

AFFIDAVIT

We, (Name & address of the firm), do hereby declare and solemnly affirm that:

1. *We have not been blacklisted from any Government/Semi Government Department/Autonomous Body or Private Company/Organization.*
2. *We have not been involved in any litigation with any client during the last three years.*
3. *We acknowledge that we have read, understood and accepted the terms and conditions of bid document.*
4. *We understand that the Purchaser shall have the right, at its exclusive discretion, to require, in writing, further information or clarification of the tender, from any or all the contractor (s).*
5. *We also hereby categorically affirm that the item(s) offered by us are exactly similar to the particulars and specification as laid down in your tender enquiry in all respects.*
6. *We accept that if the required Call Deposit Receipt/Pay Order/Bank Guarantee is not furnished or our offer is found lacking in any of the requirement to your tender enquiry, it shall be ignored/rejected.*
7. *Certified that the prices quoted to the Department against Tender No. _____ are not more than the prices charged from any other Purchasing Agencies in the country and in case of any discrepancy, the bidder hereby undertakes to refund the price charged in excess.*
8. *It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the terms and conditions of tender and are liable to any punitive action for furnishing false information / documents.*

Dated this _____ day of _____ 2024

Signature *(Company Seal)*

_____ *(Name & Designation)*

In the capacity of

Duly authorized to sign bids for and on behalf of:

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Lahore High Court, Lahore

ANNEXURE-B

TECHNICAL EVALUATION CRITERIA

i The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria will be eligible for further processing.

ii The deficiency of even a single document or criterion may result in disqualification of the firm.

iii Bids that fail to comply with the Technical Specifications or Bid conditions, or that come from Bidders lacking adequate capabilities for the supply and technical support/maintenance/warranty services, will be rejected.

iv The documents (Tax Status etc.) which are verifiable from online source should have their prints not older than two months.

v Potential bidders are required to arrange and bind the documents in the following order, marking each page with the respective page number. All documents should be submitted/uploaded on EPADS, the recommended websites (as per PPRA Rules, 2014.)

vi This page must also be the index of bidding documents prepared by the bidder.

SR.#	DETAIL	YES /NO	PAGE #
(01)	The undertaking (on Legal Stamp Paper of Rs.1200/-) of the supplier to upload the tender documents as single package, as per Rule 38(1) of the Punjab Procurement Rules, 2014 and same is uploaded on e-PADS website.	YES	
(02)	Bid Security 5% in shape of CDR/Pay Order/Bank Guarantee.	YES	
(03)	Online Filer status of the firm duly attested by the Firm (Not older than two months).	YES	
(04)	Latest Professional Tax Certificate. (2024-2025).	YES	
(05)	NTN on line valid Registration Certificate.	YES	
(06)	Registration with Sales Tax Department.	YES	
(07)	Bank statement of last 12-months. (Not Older than three months).	YES	
(08)	Latest Tax Return or proof of active taxpayer status for the year 2023-2024. If the tax return is under process, provide documented proof of filing.	YES	
(09)	Copy of CNIC of the owner of the firm.	YES	
(10)	Authority letter regarding authorization of any person to represent the bidder in case of his absence.	YES	
(11)	An affidavit on a Stamp Paper of a minimum value of Rs.1200/-, certifying that the firm has not been blacklisted by any government department, agency, authority, or organization throughout Pakistan. The affidavit should also confirm that the firm has not gone into court assailing any order and is not currently blacklisted, disqualified, or debarred from participating in any public procurement.	YES	
(12)	All Pages of bidding documents must be signed and stamped by the bidder/owner.	YES	

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vii. *The Technical proposals will be evaluated with duly attested documents by the Committee as per the following criteria:*

Criteria	***Marks***
Work Experience *(Verifiable Work Experience shall be gauged on the basis of work orders of the previous years)*	***20 marks*** *More than 05 Years= 20 marks* *Between 03 to 05 Years= 10 marks* *Minimum below then 03 Years= 05 marks*
Annual Turn Over	***20 marks*** *Above Rs. 5.000 million = 20 marks* *Rs. 03.000 million to 05.000 Million= 10 marks* *Below Rs.2.000 Million = 05 marks*
Human Resource/ Work Force	***20 marks*** *More than 10 employees = 20 marks* *Between 05-10 employees = 10 marks* *Minimum 03 employees = 05 marks*
Working Experience with Lahore High Court, Lahore.	***10 marks*** *More than 05 Years= 10 marks* *Between 03 to 05 years= 05 marks* *Minimum below then 03 years= 03 marks*
Total Marks	***70***

Note: *Minimum score required for qualification is 50 marks.*

Financial proposal of technically qualified firms will be considered and report about technically disqualified Firm(s) will be uploaded on PPRA & EPADS websites.

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ANNEXURE-C

EVALUATION OF FINANCIAL PROPOSAL

The bidder deemed technically responsive will be considered for further process. Prices will be compared and the order/ contract will be awarded to the Lowest Evaluated Bidder. The Lowest Evaluated Bidder is the bidder who is both technically responsive and offers the lowest cost.

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