

**GOVERNMENT OF GILGIT-BALTISTAN
DIRECTORATE OF LIVESTOCK, DAIRY DEVELOPMENT & POULTRY
PRODUCTION**

BIDDING DOCUMENT

Procurement, Import & Transportation of Registered Pedigree Certified Jersey Cattle from Source Country to Gilgit-Baltistan

Lot 1: 75 Pregnant Jersey Heifers and 25 Jersey Bulls

Lot 2: 9 Jersey Bulls and 35 Pregnant Jersey Heifers

**Single Stage – Two Envelope Procedure
National Competitive Bidding**

Bid No. CMBA-1(23)/T/2026



**DEPARTMENT OF LIVESTOCK, DAIRY DEVELOPMENT AND POULTRY
PRODUCTION GILGIT-BALTISTAN**

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PART A – BIDDING PROCEDURE & REQUIREMENTS

SECTION I: INVITATION TO BIDS

Directorate of Livestock, Dairy Development & Poultry Production, Government of Gilgit-Baltistan
Bid No. CMBA-1(23)/T/2026

for

Procurement, Import & Transportation of Registered Pedigree Certified Jersey Cattle from Source
Country to Gilgit-Baltistan

Invitation to Bids

Date: [insert date of issue]

1. This Invitation to Bids follows the Procurement Notice / Procurement Advertisement No. [insert] which appeared in [insert media / GBPPRA website / Department website] on [insert date(s)].
2. The Government of Gilgit-Baltistan has made provision for this procurement in the financial year 2026-27: **Lot 1** from the **Regular Budget** and **Lot 2** from the Development Scheme “**Promotion of Dairy Activities in Gilgit-Baltistan (Phase-III)**”. Part of the proceeds of these funds will be used to cover eligible payments under the contracts resulting from this Invitation.
3. The Directorate of Livestock, Dairy Development & Poultry Production, Government of Gilgit-Baltistan (the “Procuring Agency”) invites **sealed bids** from eligible Bidders (experienced importers, breeders’ associations and livestock trading companies registered in Pakistan) for the supply of Registered Pedigree Certified Jersey cattle, including selection, pre-export testing and quarantine, export documentation, shipment, import clearance and quarantine in Pakistan, transport to the Livestock Farm, Konodas, Gilgit, and post-arrival isolation and acclimatization support, in the following Lots:

Lot	Item / Description	Qty (head)	Funding	Bid Security (PKR)	Delivery Point
1	1: Registered Pedigree Certified Pregnant Jersey Heifers	75	Regular Budget	3,600,000	Livestock Farm, Konodas, Gilgit
	2; Registered Pedigree Certified Jersey Bulls	25			
2	2A: Registered Pedigree Certified Jersey Bulls	9	Development Scheme (Phase-III)	1,320,000	Livestock Farm, Konodas, Gilgit
	2B: Registered Pedigree Certified Pregnant Jersey Heifers	35			
Total		144		4,920,000	

4. The bidding shall be conducted under the **Single Stage – Two Envelope Procedure** of the Gilgit-Baltistan Public Procurement Rules, 2022 (the “Rules”), and any regulations, regulatory guides, standard bidding documents, procurement guidelines or instructions issued by the Gilgit-Baltistan Public Procurement Regulatory Authority (the “Authority”) from time to time, and is open to all eligible bidders as defined in ITB 3.
5. A Bidder may bid for **Lot 1, Lot 2 or both Lots**. Each Lot will be evaluated and awarded separately (BDS 29 and 31). Conditional or alternative offers will be rejected as non-responsive. Joint ventures are permitted only as stated in the Bid Data Sheet (BDS 3).
6. Bidding Documents may be downloaded from GBPPRA website(<https://gbppra.gov.pk/>), or obtained from the office below. Obtaining the Bidding Documents from the Procuring Agency (Form 11, optional) is not a condition for participation. (The cost of tender PKRs 10,000/- must be deposited in GB consolidated fund under Head C-03518-sale of other forms).
7. **Bid Security.** Each bid must be accompanied by a Bid Security of a **fixed amount – PKR 3,600,000 for Lot 1 and PKR 1,320,000 for Lot 2** (PKR 4,920,000 for both Lots), being 3% of the estimated cost of each Lot – in the form of a **Call Deposit Receipt (CDR)** of a scheduled bank in favor of the “Director, Livestock, Dairy Development & Poultry Production, Gilgit-Baltistan”, or another form

- allowed in BDS 21. The Bid Security shall be valid for 28 days beyond the Bid validity period. The **original** Bid Security shall be placed in the **Technical Proposal** envelope. A bid without the required Bid Security will be rejected as non-responsive.
8. Bids shall be submitted in a single sealed outer envelope containing two separate sealed envelopes, marked "**TECHNICAL PROPOSAL**" and "**FINANCIAL PROPOSAL**". The original Bid together with **two (2) copies of the Technical Proposal** must be delivered to the address below **not later than 10:00 hours (PST) on 16 November 2026**. Late bids will be returned unopened.
 9. **Technical Proposals will be opened in public at 10:30 hours (PST) on 16 November 2026** at the Directorate of Livestock, Hospital Road, Gilgit, in the presence of Bidders' representatives who choose to attend. Financial Proposals shall remain sealed in the custody of the Procuring Agency.
 10. Technical Proposals will be evaluated strictly against the criteria in the Bidding Documents (BDS Appendix 1); no amendment to a Technical Proposal is permitted during evaluation. The Technical Evaluation Report will be published. The Financial Proposals of **technically qualified Bidders only** will be opened on a separate date, time and place communicated to them in advance, after the grievance period on the Technical Evaluation Report has been exhausted. The Financial Proposals of Bidders found technically non-responsive will be returned unopened.
 11. **Performance Security** of ten percent (10%) of the Contract Price of each Lot shall be furnished by the successful Bidder within fourteen (14) days of receipt of the Letter of Acceptance, in the form stated in BDS 37.
 12. **Delivery** shall be completed within **120 days** of the Commencement Date at the Livestock Farm, Konodas, Gilgit. Liquidated damages for delay apply at the rate stated in the Special Conditions of Contract. 30% of Payment of contract value as mobilization advance will be against irrevocable bank guarantee to be furnished by the successful bidder in the name of Director Livestock, Dairy development Gilgit-Baltistan for a contract period from a scheduled Bank of Pakistan. Final payment will be made through the Accounts Office, Government of Gilgit-Baltistan, after Final Acceptance as provided in the Contract.
 13. Animals that do not conform to the specifications, die or become unfit for causes attributable to the Supplier, before Final Acceptance or during the Warranty Period, shall be rejected and replaced at the Supplier's cost. Mortality in transit, in pre-export and import quarantine and in the post-arrival isolation period is at the Supplier's risk. Quarantine and testing costs are borne by the Supplier.
 14. The Procuring Agency reserves the right to inspect the animals at the port of entry, and on arrival at Konodas and during the isolation period, as provided in Section V.
 15. The Procuring Agency may reject all bids or cancel the procurement in accordance with the Rules, without incurring any liability to Bidders.

Address for correspondence and submission:

Director, Livestock, Dairy Development & Poultry Production,
Government of Gilgit-Baltistan, Hospital Road, Gilgit, Pakistan
Tel: +92-5811-920890; +92-5811-20262; +92-344-5475616
Email: director.ls.gb@gmail.com

(Dr. Ijlal Hussain)
Director, Livestock, Dairy Development
& Poultry Production,
Gilgit-Baltistan,

SECTION II: INSTRUCTIONS TO BIDDERS (ITB)

Note on this Section

This Section follows the PPRA SBD (Procurement of General Goods, Dec. 2021) and is to be used without modification; all Procuring Agency-specific data is in the Bid Data Sheet (Section III), which prevails over these clauses. References to "Rules" mean the Gilgit-Baltistan Public Procurement Rules, 2022; references to the "Authority" mean the Gilgit-Baltistan Public Procurement Regulatory Authority (GBPPRA). Clauses of the SBD that relate to one-envelope bidding, samples, spare parts and manufacturer's authorization have been retained as "Not applicable" to preserve numbering.

A. INTRODUCTION

1. SCOPE OF BID

- 1.1 The Procuring Agency (PA) named in the Bid Data Sheet (BDS) invites Bids for the supply of Goods (live animals) and Related Services as specified in the BDS and in Section V – Schedule of Requirements and Technical Specifications. The successful Bidder(s) will be expected to deliver the Goods within the period and timelines stated in the BDS and Section V.

2. SOURCE OF FUNDS

- 2.1 The source of funds is referred to in Clause 2 of the Invitation to Bids and BDS 2.

3. ELIGIBLE BIDDERS

- 3.1 A Bidder may be a natural person, company, firm, society or association, or public or semi-public agency of Pakistan [or any foreign country, subject to ITB 3.6 and the BDS], or any combination of them with a formal existing agreement (on judicial paper) in the form of a joint venture, consortium or association. In the case of a joint venture, consortium or association, all members shall be jointly and severally liable for the execution of the Contract in accordance with its terms. The joint venture, consortium or association shall nominate a Lead Member as indicated in the BDS, who shall have the authority to conduct all business for and on behalf of all members during the bidding process and, in case of award, during execution of the Contract. The limit on the number of members shall be as prescribed in the BDS.
- 3.2 The appointment of the Lead Member in the joint venture, consortium or association shall be confirmed by submission of a valid Power of Attorney to the Procuring Agency.
- 3.3 A verifiable copy of the agreement forming the joint venture, consortium or association shall be submitted as part of the Bid.
- 3.4 Any Bid submitted by a joint venture, consortium or association shall indicate the part of the proposed contract to be performed by each party, and each party shall be evaluated (or post-qualified, if required) with respect to its contribution only. The responsibilities of each party shall not be substantially altered without prior written approval of the Procuring Agency and in line with any instructions issued by the Authority.
- 3.5 The Invitation for Bids is open to all prospective suppliers, manufacturers or authorized agents/dealers, subject to any provisions of incorporation or licensing by the respective national incorporating agency or statutory body established for that particular trade or business.
- 3.6 Foreign Bidders must be locally registered with the appropriate national incorporating body or statutory body before participating in the tender. For this National Competitive Bidding, Bidders must be registered in Pakistan as stated in BDS 4.
- 3.7 A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest with one or more parties in this bidding process if it:
- a) is or has been associated, directly or indirectly, with a firm or any of its affiliates which has been engaged by the Procuring Agency to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods under this Invitation for Bids;
 - b) has controlling shareholders in common; or
 - c) receives or has received any direct or indirect subsidy from any of them; or
 - d) has the same legal representative for purposes of this Bid; or

- e) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to have access to information about or influence on the Bid of another Bidder, or influence the decisions of the Procuring Agency regarding this bidding process; or
 - f) submits more than one Bid in this bidding process.
- 3.8 A Bidder may be ineligible if:
- (a) it is declared bankrupt or, in the case of a company or firm, insolvent;
 - (b) payments in its favour are suspended in accordance with the judgment of a court of law other than a judgment declaring bankruptcy, resulting (in accordance with national laws) in the total or partial loss of the right to administer and dispose of its property;
 - (c) legal proceedings are instituted against it involving an order suspending payments which may result, in accordance with national laws, in a declaration of bankruptcy or in any other situation entailing the total or partial loss of the right to administer and dispose of its property;
 - (d) it is convicted, by a final judgment, of any offence involving professional conduct;
 - (e) it is blacklisted and debarred due to involvement in corrupt and fraudulent practices, performance failure, or breach of a bid securing declaration; or
 - (f) it is blacklisted or debarred by a foreign country, international organization or other foreign institution for the period defined by them.
- 3.9 Bidders shall provide to the Procuring Agency evidence of their eligibility and proof of compliance with the legal requirements necessary to carry out the Contract effectively.
- 3.10 Bidders shall provide such evidence of their continued eligibility, to the satisfaction of the Procuring Agency, as the Procuring Agency may reasonably request.
- 3.11 Bidders shall disclose in their Bids any proposed sub-contracting, in accordance with the nature, conditions and modalities stated in BDS 5. Where sub-contracting of any element of the Contract amounting to more than ten (10) percent of the Bid price is envisaged, proposals relating to it shall be submitted with the Bid.

4. ELIGIBLE GOODS AND RELATED SERVICES

- 4.1 All goods and related services to be supplied under the Contract shall have their origin in eligible source countries, and all expenditures under the Contract will be limited to such goods and services. For this Bid, ineligible countries are stated in Section IV (Eligible Countries) and BDS 6; the approved source countries for the animals are also stated in BDS 6.
- 4.2 "Origin" means the place where the goods are mined, grown, cultivated, produced, manufactured or processed, or from which the related services are supplied. For live animals, "origin" is the country in which the animal was born and raised.
- 4.3 The nationality of the supplier that supplies, assembles, distributes or sells the goods and services shall not determine the origin of the goods.
- 4.4 To establish the eligibility of the Goods and related services, Bidders shall complete the country-of-origin declarations in the Letter of Bid and Technical Offer forms.
- 4.5 **Not applicable** (manufacturer's authorization). In lieu, Bidders shall furnish the Source Declaration and Supplier Commitment as required in BDS 7.

5. ONE BID PER BIDDER

- 5.1 A Bidder shall submit only one Bid in the same bidding process, either individually or as a member in a joint venture or similar arrangement. A Bid may cover one Lot or both Lots.
- 5.2 No Bidder can be a sub-contractor while submitting a Bid individually or as a member of a joint venture in the same bidding process.
- 5.3 A person or firm cannot be a sub-contractor with more than one Bidder in the same bidding process.

6. COST OF BIDDING

- 6.1 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.

B. BIDDING DOCUMENTS

7. CONTENTS OF BIDDING DOCUMENTS

- 7.1 The goods required, bidding procedures and terms and conditions of the Contract are prescribed in the Bidding Documents which, together with any addenda issued under ITB 9.2, comprise: Section I – Invitation to Bids; Section II – Instructions to Bidders (ITB); Section III – Bid Data Sheet (BDS); Section IV – Eligible Countries; Section V – Schedule of Requirements and Technical Specifications; Section VI – Standard Forms; Section VII – General Conditions of Contract (GCC); Section VIII – Special Conditions of Contract (SCC); and Section IX – Contract Forms (including the Integrity Pact).
- 7.2 The number of copies to be completed and returned with the Bid is specified in the BDS.
- 7.3 [Reserved.]
- 7.4 The Procuring Agency is not responsible for the completeness of the Bidding Documents and their addenda if they were not obtained directly from the Procuring Agency or downloaded as the signed PDF version from the website of the Procuring Agency. The Procuring Agency shall place both the PDF and the editable version on its website to facilitate Bidders in filling in the forms.
- 7.5 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all the information required in the Bidding Documents will be at the Bidder's risk and may result in the rejection of its Bid.

8. CLARIFICATION OF BIDDING DOCUMENTS

- 8.1 A prospective Bidder requiring clarification of the Bidding Documents may notify the Procuring Agency in writing, or in electronic form that provides a record of the content of the communication, at the address indicated in the BDS.
- 8.2 The Procuring Agency will respond in writing, or in electronic form, within three (3) working days after receiving a request for clarification, provided the request is received not later than three (3) days prior to the deadline for submission of Bids in ITB 23.1.
- 8.3 Copies of the Procuring Agency's response, including a description of the inquiry but without identifying its source, will be forwarded to all identified prospective Bidders and, where the documents were downloaded from the website of the Procuring Agency, will also be published at the same link.
- 8.4 Should the Procuring Agency deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following ITB 9.
- 8.5 If indicated in the BDS, the Bidder's designated representative is invited, at the Bidder's cost, to attend a pre-Bid meeting at the place, date and time stated in the BDS. At the meeting, prospective Bidders may request clarification of the Schedule of Requirements, the evaluation criteria or any other aspect of the Bidding Documents.
- 8.6 Minutes of the pre-Bid meeting, if held, including the text of the questions asked and the responses given (without identifying the source), will be transmitted promptly to all prospective Bidders who have obtained the Bidding Documents. Any modification to the Bidding Documents that becomes necessary shall be made exclusively through an addendum under ITB 9. Non-attendance at the pre-Bid meeting will not be a cause for disqualification.

9. AMENDMENT OF BIDDING DOCUMENTS

- 9.1 Before the deadline for submission of Bids, the Procuring Agency may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder or arising from a pre-Bid meeting, modify the Bidding Documents by issuing addenda.
- 9.2 Any addendum issued, including notice of any extension of the deadline, shall form part of the Bidding Documents under ITB 7.1 and shall be communicated in writing or in any identified electronic form that provides a record of its content to all Bidders who obtained the Bidding Documents from the Procuring Agency. The Procuring Agency shall promptly publish the addendum on the web page identified in the BDS: Provided that a Bidder who has already submitted its Bid or handed it to a courier before the addendum is issued shall have the right to withdraw it and submit a revised Bid before the original or extended deadline.
- 9.3 To give prospective Bidders reasonable time to take an addendum into account, the Procuring Agency may extend the deadline for submission of Bids: Provided that the Procuring Agency shall extend the deadline if an addendum is issued within the last three (3) days before the deadline.

C. PREPARATION OF BIDS

10. LANGUAGE OF BID

- 10.1 The Bid, and all correspondence and documents relating to the Bid exchanged between the Bidder and the Procuring Agency, shall be in the English language unless otherwise specified in the BDS. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate English translation of the relevant pages, which shall govern for purposes of interpretation.

11. DOCUMENTS CONSTITUTING THE BID

- 11.1 In this Single Stage – Two Envelope Procedure the Bid shall comprise the following components:
- (a) **Technical Proposal (Envelope A):** the Letter of Bid – Technical Proposal; the Bidder Information Form (and JV Members Information Form, if applicable); documentary evidence under ITB 13 that the Bidder is eligible and qualified; documentary evidence under ITB 12 that the Goods and Related Services are eligible and conform to the Bidding Documents (Technical Offer); the original Bid Security furnished under ITB 18; a duly notarized Power of Attorney authorizing the signatory of the Bid; and any other document required in the BDS.
 - (b) **Financial Proposal (Envelope B):** the Letter of Bid – Financial Proposal and the completed Price Schedule for each Lot bid for, prepared in accordance with ITB 14 and 15.

- 11.2–11.6 **Not applicable** (samples). No samples are required under this Bid.

12. DOCUMENTS ESTABLISHING ELIGIBILITY OF GOODS AND RELATED SERVICES AND CONFORMITY TO BIDDING DOCUMENTS

- 12.1 Pursuant to ITB 11, the Bidder shall furnish, as part of its Technical Proposal, all documents establishing the eligibility of the Goods and Related Services which it proposes to deliver, in conformity with the Bidding Documents.
- 12.2 The documentary evidence of eligibility of the Goods and Related Services shall consist of a statement in the Technical Offer and Price Schedule of the country of origin of the animals, to be confirmed by the certificate of origin and official veterinary export certificate issued at the time of shipment.
- 12.3 The documentary evidence of conformity of the Goods and Related Services to the Bidding Documents shall consist of: (a) a detailed description of the essential technical specifications and characteristics of the animals offered; (b) an item-by-item commentary on the Procuring Agency's Technical Specifications demonstrating substantial responsiveness, or a statement of deviations and exceptions; and (c) any other procurement-specific documentation stated in BDS 14.
- 12.4 **Not applicable** (spare parts).
- 12.5 Standards, brand names and catalogue numbers referred to in the Technical Specifications are descriptive and not restrictive. The Bidder may substitute alternative standards provided it demonstrates, to the satisfaction of the Procuring Agency, substantial equivalence to those designated.
- 12.6 All required documents and accompanying documents must be in English. If any other language is used, an English translation shall be attached to the original version.

13. DOCUMENTS ESTABLISHING ELIGIBILITY AND QUALIFICATION OF THE BIDDER

- 13.1 Pursuant to ITB 11, the Bidder shall furnish, as part of its Technical Proposal, all documents establishing its eligibility to participate and its qualification to perform the Contract if its Bid is accepted.
- 13.2 The documentary evidence of the Bidder's eligibility shall establish to the satisfaction of the Procuring Agency that the Bidder, at the time of submission of its Bid, is eligible under ITB 3 and Section IV.
- 13.3 The documentary evidence of the Bidder's qualification shall establish to the satisfaction of the Procuring Agency that: (a) [not applicable – manufacturer's authorization]; (b) the Bidder has the financial, technical and supply capability necessary to perform the Contract and meets the qualification criteria specified in the BDS and Appendix 1 to the BDS; (c) in the case of a Bidder not doing business within Pakistan, it is or will be represented by an agent in Pakistan equipped and able to carry out its obligations; and (d) the Bidder meets the qualification criteria listed in the BDS.

14. FORM OF BID

- 14.1 The Bidder shall complete the Letter of Bid – Technical Proposal and Letter of Bid – Financial Proposal furnished in the Bidding Documents. The forms must be completed without alteration to their format, and no substitutes will be accepted.

15. BID PRICES

- 15.1 The Bid prices and discounts quoted in the Letter of Bid – Financial Proposal and the Price Schedule shall conform to the requirements of this ITB 15 and the BDS.
- 15.2 All items must be listed and priced separately in the Price Schedule. If a Price Schedule shows items listed but not priced, their prices shall be construed to be included in the prices of other items.
- 15.3 Items not listed in the Price Schedule shall be assumed not to be included in the Bid. Provided the Bid is still substantially responsive in their absence or due to their nominal nature, the corresponding average price of the respective item(s) of the remaining substantially responsive Bidders shall be construed to be the price of the missing item(s); where there is only one substantially responsive Bidder, the Procuring Agency may fix the price of missing items in accordance with a market survey, and that price shall be final.
- 15.4 The Bid price quoted in the Letter of Bid – Financial Proposal shall be the total price of the Bid, excluding any discounts offered.
- 15.5 The Bidder shall indicate on the Price Schedule the unit prices and total Bid price of the Goods and Related Services it proposes to deliver under the Contract.
- 15.6 Prices shall be quoted on the basis, and entered separately in the manner, specified in BDS 16. For goods offered from abroad, the price shall be quoted on the Incoterms basis specified in the BDS, together with the price of inland transportation, insurance and other local costs incidental to delivery to the final destination, and of the Related Services listed in the BDS.
- 15.7 Prices on the Price Schedule shall be disaggregated as indicated in the BDS. This disaggregation is solely to facilitate comparison of Bids and shall not limit the Procuring Agency's right to contract on any of the terms offered. The prices shall include all customs duties, sales tax, income/withholding tax and other taxes and levies applicable on the Goods and Related Services if the Contract is awarded to the Bidder.
- 15.8 Prices quoted by the Bidder shall be fixed during the performance of the Contract and not subject to variation on any account. A Bid submitted with an adjustable price will be treated as non-responsive and rejected under ITB 29.
- 15.9 Where Bids are invited for individual Lots, Bidders wishing to offer a price reduction for the award of more than one Lot shall specify in the Letter of Bid – Financial Proposal the price reductions applicable to the combination of Lots.

16. BID CURRENCIES

- 16.1 Prices shall be quoted in the currency specified in BDS 18.
- 16.2–16.4 Conversion of currencies for evaluation applies only if the BDS permits bids in a currency other than Pakistani Rupees; see BDS 18 and 28.

17. BID VALIDITY PERIOD

- 17.1 Bids shall remain valid for the period specified in the BDS after the Bid submission deadline. A Bid valid for a shorter period shall be rejected as non-responsive. The period of Bid validity will be determined from the complementary Bid security instrument, i.e. the expiry of the Bid Security.
- 17.2 Under exceptional circumstances, prior to expiry of the initial Bid validity period, the Procuring Agency may request the Bidders' consent to an extension of the validity of their Bids only once, for a period not more than the period of initial Bid validity. The request and responses shall be in writing or in electronic form that provides a record of content. The Bid Security shall also be suitably extended. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be required nor permitted to modify its Bid, but will be required to extend the validity of its Bid Security for the period of the extension in compliance with ITB 18 in all respects.
- 17.3 If the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial Bid validity period, the Contract price may be adjusted by a factor specified in the request for extension. The Bid evaluation shall, however, be based on the already quoted Bid price without taking the correction into consideration.

18. BID SECURITY

- 18.1 Pursuant to ITB 11, unless otherwise specified in the BDS, the Bidder shall furnish as part of its Bid a Bid Security of a **fixed amount** not exceeding five percent of the estimated value of procurement determined by the Procuring Agency, in the amount and currency specified in the BDS (or a Bid Securing Declaration where the BDS so specifies, in the format in Section VI). For this Bid the Bid Security is a fixed amount for each Lot, as stated in BDS 20, and is **not** calculated on the Bidder's own price.
- 18.2 The Bid Security is required to protect the Procuring Agency against the risk of Bidder conduct that would warrant forfeiture under ITB 18.9.
- 18.3 The Bid Security shall be denominated in the local currency and shall be in the form specified in the BDS, which shall be any of the following: (a) a bank guarantee or irrevocable letter of credit issued by a scheduled bank, in the form provided in the Bidding Documents or another form acceptable to the Procuring Agency, valid for twenty-eight (28) days beyond the end of the Bid validity (and likewise if Bid validity is extended), the form including the complete name of the Bidder; (b) a cashier's or certified cheque; or (c) another security if indicated in the BDS (for this Bid: Call Deposit Receipt – see BDS 21).
- 18.4 The Bid Security shall be in accordance with the Form of Bid Security in Section VI or another form approved by the Procuring Agency before the Bid submission.
- 18.5 The Bid Security shall be payable promptly upon written demand by the Procuring Agency if any of the conditions in ITB 18.9 are invoked.
- 18.6 Any Bid not accompanied by a Bid Security in accordance with ITB 18.1 and 18.3 shall be rejected as non-responsive under ITB 29.
- 18.7 Unsuccessful Bidders' Bid Security will be discharged or returned as promptly as possible, and in no case later than thirty (30) days after the expiry of the Bid validity period, and the Procuring Agency shall make no claim to its amount, after whichever occurs earliest: (a) expiry of the Bid Security; (b) entry into force of the procurement contract and provision of the performance security; (c) rejection by the Procuring Agency of all Bids; or (d) withdrawal of the Bid prior to the submission deadline.
- 18.8 The successful Bidder's Bid Security will be discharged upon the Bidder signing the Contract under ITB 42 or furnishing the Performance Security under ITB 43.
- 18.9 The Bid Security may be forfeited: (a) if a Bidder (i) withdraws its Bid during the Bid validity period specified by the Procuring Agency and referred to by the Bidder in the Letter of Bid, except as provided in ITB 17.2; or (ii) does not accept the correction of errors under ITB 31.2; or (b) in the case of the successful Bidder, if it fails (i) to sign the Contract in accordance with ITB 42; or (ii) to furnish the Performance Security in accordance with ITB 43.

19. ALTERNATIVE BIDS BY BIDDERS

- 19.1 Bidders shall submit offers that comply with the requirements of the Bidding Documents, including the basic technical specification and Schedule of Requirements. Alternatives will not be considered unless specifically allowed in the BDS (for this Bid, they are **not** allowed – BDS 22).
- 19.2–19.3 **Not applicable**, as alternatives are not allowed.

20. WITHDRAWAL, SUBSTITUTION AND MODIFICATION OF BIDS

- 20.1 Before the Bid submission deadline, a Bidder may withdraw, substitute or modify its Bid after submission by sending a written notice, duly signed by an authorized representative; the corresponding substitution or modification must accompany the written notice.
- 20.2 Bids requested to be withdrawn in accordance with ITB 20.1 shall be returned unopened to the Bidders.

21. FORMAT AND SIGNING OF BID

- 21.1 The Bidder shall prepare one original and the number of copies of the Technical Proposal indicated in the BDS, clearly marking each "ORIGINAL" or "COPY". In the event of discrepancy, the original shall prevail. In a Single Stage – Two Envelope Procedure only copies of the Technical Proposal are required.
- 21.2 The original and copies shall be typed or written in indelible ink and signed by the Bidder or a person duly authorized to sign on its behalf. The authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position of each person signing the authorization shall be typed or printed below the signature. All pages of the Bid, except un-amended printed literature, shall be initialed by the person(s) signing the Bid.

- 21.3 Any interlineations, erasures or overwriting shall be valid only if signed by the person(s) signing the Bid.

D. SUBMISSION OF BIDS

22. SEALING AND MARKING OF BIDS

- 22.1 **Not applicable** (Single Stage – One Envelope Procedure). Envelopes shall be sealed and marked in accordance with the bidding procedure adopted under the Rules, as set out in ITB 22.3–22.4.
- 22.2 The inner and outer envelopes shall: (a) be addressed to the Procuring Agency at the address given in the BDS; and (b) bear the title of the subject procurement, the Invitation to Bids (ITB) title and number indicated in the BDS, and the statement “DO NOT OPEN BEFORE”, to be completed with the time and date specified in the BDS pursuant to ITB 23.1.
- 22.3 In the Single Stage – Two Envelope Procedure the Bid shall comprise two envelopes submitted simultaneously, one called the “TECHNICAL PROPOSAL” and the other the “FINANCIAL PROPOSAL”, both enclosed together in a single outer envelope called the “BID”. The Bidder shall: (a) submit the Technical Proposal and Financial Proposal in separate inner envelopes enclosed in a single outer envelope; (b) seal and mark the ORIGINAL and each COPY separately; and (c) place the envelopes containing the ORIGINAL and copies in one sealed outer envelope addressed and identified as required by ITB 22.2.
- 22.4 The inner and outer envelopes shall (a) be addressed to the Procuring Agency at the address in the BDS; (b) bear the name and identification number of the Contract and the Lot(s) bid for, and the warning not to open before the time and date for Bid opening; and (c) in addition, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if declared late under ITB 24. If envelopes are not sealed and marked as required, the Procuring Agency will assume no responsibility for misplacement or premature opening of the Bid.

23. DEADLINE FOR SUBMISSION OF BIDS

- 23.1 Bids shall be received by the Procuring Agency at the address and no later than the date and time specified in the BDS. Bids may be delivered by hand or by courier. Bids sent by e-mail or fax will not be accepted.
- 23.2 The Procuring Agency may, in exceptional circumstances and at its discretion, extend the deadline by amending the Bidding Documents under ITB 9, in which case all rights and obligations previously subject to the deadline shall be subject to the new deadline.

24. LATE BIDS

- 24.1 The Procuring Agency shall not consider for evaluation any Bid that arrives after the deadline.
- 24.2 Any Bid received after the deadline shall be declared late, recorded, rejected and returned unopened to the Bidder.

25. WITHDRAWAL OF BIDS

- 25.1 A Bidder may withdraw its Bid after submission provided that written notice of withdrawal is received by the Procuring Agency before the deadline for submission of Bids.
- 25.2 A revised Bid may be submitted after withdrawal of the original Bid in accordance with ITB 22.

E. OPENING AND EVALUATION OF BIDS

26. OPENING OF BIDS

- 26.1 The Procuring Agency will open the Bids in public, in the presence of Bidders’ representatives who choose to attend and other parties with a legitimate interest, at the place, date and time specified in the BDS. The Bidders’ representatives present shall sign an attendance register.
- 26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out; the envelope with the corresponding Bid shall not be opened but returned to the Bidder. No withdrawal shall be permitted unless the Withdrawal Notice contains a valid authorization and is read out at Bid opening.
- 26.3 Second, outer envelopes marked “SUBSTITUTION” shall be opened. The inner envelopes containing the Substitution Bid shall be exchanged for the corresponding original Bid, which is returned unopened. No substitution shall be permitted unless the Substitution Notice contains a valid authorization and is read out and recorded at Bid opening.
- 26.4 Next, outer envelopes marked “MODIFICATION” shall be opened. No Technical or Financial Proposal shall be modified unless the Modification Notice contains a valid authorization and is read

out and recorded at the opening. In the Single Stage – Two Envelope Procedure only the Technical Proposal, both original and modification, shall be opened, read out and recorded; the Financial Proposal, original and modification, remains unopened until the prescribed financial opening date.

- 26.5 **Not applicable** (Single Stage – One Envelope Procedure).
- 26.6 In the Single Stage – Two Envelope Procedure the Procuring Agency will open the Technical Proposals in public at the address, date and time specified in the BDS. The Financial Proposals will remain unopened and in the custody of the Procuring Agency, the seals being signed across by the Procurement Evaluation Committee, until the specified time of their opening.
- 26.7 The envelopes holding the Technical Proposals shall be opened one at a time, and the following read out and recorded: (a) the name of the Bidder; (b) whether there is a modification or substitution; (c) the presence of a Bid Security, if required; and (d) any other details the Procuring Agency may consider appropriate.
- 26.8 Bids not opened and read out at Bid opening shall not be considered further, irrespective of the circumstances.
- 26.9 Bidders are advised to send a representative with knowledge of the content of the Bid who shall verify the information read out. Failure to send a representative or to point out any unread information shall indemnify the Procuring Agency against any claim of failure to read out correct information.
- 26.10 No Bid will be rejected at Bid opening except late Bids, which shall be returned unopened.
- 26.11 The Procuring Agency shall prepare minutes of the Bid opening, including as a minimum the name of each Bidder, whether there is a withdrawal, substitution or modification, and the presence or absence of Bid Security. A copy shall be distributed to all Bidders or furnished on request.
- 26.14 After the evaluation and approval of the Technical Proposals, the Procuring Agency shall, at a time within the Bid validity period, publicly open the Financial Proposals of the technically accepted Bids only, at a date, time and place notified to those Bidders in advance. The Financial Proposals of Bids found technically non-responsive shall be returned unopened to the respective Bidders, subject to the redress of grievances at all tiers.

27. CONFIDENTIALITY

- 27.1 Information relating to the examination, clarification, evaluation and comparison of Bids and recommendation of contract award shall not be disclosed to Bidders or any person not officially concerned with the process until the announcement of the respective evaluation report.
- 27.2 Any effort by a Bidder to influence the Procuring Agency's processing of Bids or award decisions may result in rejection of its Bid.
- 27.3 From Bid opening to contract award, a Bidder wishing to contact the Procuring Agency on any matter related to the bidding process shall do so in writing or in electronic form that provides a record of the communication.

28. CLARIFICATION OF BIDS

- 28.1 To assist in the examination, evaluation and comparison of Bids (and post-qualification), the Procuring Agency may ask any Bidder for clarification of its Bid, including a breakdown of prices. Clarifications not requested by the Procuring Agency shall not be considered.
- 28.2 Requests and responses shall be in writing or in electronic form that provides a record. In the Single Stage – Two Envelope Procedure no change in the prices or substance of the Bid shall be sought, offered or permitted.
- 28.3 An alteration or modification of a Bid that affects any of the following is a change in the substance of the Bid: (a) evaluation and qualification criteria; (b) required scope of work or specifications; (c) security requirements; (d) tax requirements; (e) terms and conditions of the Bidding Documents; (f) change in the ranking of the Bidder.

29. PRELIMINARY EXAMINATION OF BIDS

- 29.1 Prior to detailed evaluation, the Procuring Agency will determine whether each Bid: (a) meets the eligibility criteria in ITB 3 and 4; (b) has been prepared in the format and with the contents required in the Bidding Documents; (c) has been properly signed; (d) is accompanied by the required Bid Security; and (e) is substantially responsive to the requirements of the Bidding Documents. Responsiveness will be determined from the contents of the Bid itself.
- 29.2 A substantially responsive Bid is one which conforms to all the terms, conditions and specifications of the Bidding Documents without material deviation or reservation. A material deviation or

reservation is one that (a) affects in any substantial way the scope, quality or performance of the Goods or Services; (b) limits in any substantial way, inconsistently with the Bidding Documents, the Procuring Agency's rights or the Bidder's obligations under the Contract; or (c) if rectified, would unfairly affect the competitive position of other Bidders presenting substantially responsive Bids.

- 29.3 The Procuring Agency will confirm that the documents and information specified under ITB 11, 12 and 13 have been provided. If any of these is missing or not provided in accordance with these Instructions, the Bid shall be rejected.
- 29.4 The Procuring Agency may waive any minor informality, non-conformity or irregularity that does not constitute a material deviation, provided the waiver does not prejudice or affect the relative ranking of any Bidder. A minor informality is one that is merely a matter of form and not of substance and can be corrected or waived without prejudice to other Bidders (for example, failure to submit the required number of copies, or to furnish information on the number of employees). The Procuring Agency shall either give the Bidder an opportunity to cure the deficiency or waive it, whichever is advantageous to the Procuring Agency.
- 29.5 Provided a Technical Proposal is substantially responsive, the Procuring Agency may request the Bidder to submit, within a reasonable period, the necessary information or documentation to rectify non-material non-conformities or omissions related to documentation requirements. Such a request shall not relate to any aspect of the Technical Proposal linked with the ranking of Bidders. Failure to comply may result in rejection of the Bid.
- 29.6 Provided a Technical Proposal is substantially responsive, the Procuring Agency shall rectify quantifiable non-material non-conformities or omissions related to the Financial Proposal; the Bid price shall be adjusted, for comparison purposes only, to reflect the price of the missing or non-conforming item.
- 29.7 A Bid that is not substantially responsive will be rejected and may not subsequently be made responsive by correction of the non-conformity.

30. EXAMINATION OF TERMS AND CONDITIONS; TECHNICAL EVALUATION

- 30.1 The Procuring Agency shall examine the Bid to confirm that all terms and conditions in the GCC and SCC have been accepted without material deviation or reservation.
- 30.2 The Procuring Agency shall evaluate the technical aspects of the Technical Proposal to confirm that all requirements in Section V have been met without material deviation or reservation, using the criteria in Appendix 1 to the BDS.
- 30.3 If, after the examination of terms and conditions and the technical evaluation, the Procuring Agency determines that the Bid is not substantially responsive under ITB 29, it shall reject the Bid.

31. CORRECTION OF ERRORS

- 31.1 Bids determined to be substantially responsive will be checked for arithmetic errors, which will be corrected as follows: (a) if there is a discrepancy between the unit price and the total obtained by multiplying the unit price by the quantity, the unit price shall prevail and the total shall be corrected, unless in the opinion of the Procuring Agency there is an obvious misplacement of the decimal point in the unit price, in which case the total as quoted shall govern and the unit price shall be corrected; (b) if there is an error in a total corresponding to addition or subtraction of sub-totals, the sub-totals shall prevail and the total shall be corrected; (c) where there is a discrepancy between amounts in figures and in words, the amount in words shall govern; and (d) where there is a discrepancy between the grand total of the Price Schedule and the amount in the Letter of Bid, the Price Schedule shall be treated as correct, subject to elimination of other errors.
- 31.2 The amount stated in the Bid will be adjusted by the Procuring Agency in accordance with the above and, with the concurrence of the Bidder, shall be binding upon the Bidder. If the Bidder does not accept the corrected amount, its Bid will be rejected and the Bid Security may be forfeited.

32. CONVERSION TO SINGLE CURRENCY

- 32.1–32.2 Where Bids are permitted in more than one currency, prices will be converted into the single currency specified in the BDS at the State Bank of Pakistan selling rate prevailing on the date of opening of Financial Proposals. For this Bid all prices are in Pakistani Rupees (BDS 18, 28).

33. EVALUATION OF BIDS

- 33.1 The Procuring Agency shall evaluate and compare only the Bids determined to be substantially responsive under ITB 29.

- 33.2 In evaluating the Technical Proposal of each Bid, the Procuring Agency shall use the criteria and methodologies listed in the BDS and in terms of the Schedule of Requirements and Technical Specifications. No other evaluation criteria or methodologies shall be permitted.
- 33.3 The Procuring Agency's evaluation of a Bid will take into account, in the case of goods of foreign origin offered from abroad, customs duties and other import taxes payable, and the comparison shall be on the delivered price at the named place of destination in accordance with the Incoterms specified in the BDS.
- 33.4–33.5 Evaluation factors and adjustment methods (inland transportation, delivery schedule, payment-schedule deviation, spare parts, operating costs, performance and productivity, other criteria) apply only if retained in the BDS. **For this Bid none is retained (BDS 30);** all Bids are compared on the total delivered price of each Lot.
- 33.6 Where Bidders may quote separate prices for different Lots and Lots may be awarded to a single Bidder, the methodology to determine the lowest evaluated Lot combination, including any discounts, is specified in BDS 31.

34. DOMESTIC PREFERENCE

- 34.1 If the BDS so specifies, the Procuring Agency will grant a margin of preference in line with the Rules, regulations and instructions issued by the Authority.

35. DETERMINATION OF MOST ADVANTAGEOUS BID

- 35.1 Where the Procuring Agency adopts the Cost-Based Evaluation Technique (Least Cost Based Selection), the Bid with the lowest evaluated price from among those that are eligible, compliant and substantially responsive shall be the Most Advantageous Bid.
- 35.2 The Procuring Agency may adopt the Quality and Cost Based Selection (QCBS) technique where (i) it knows the main features, usage and output of the products but requires Bidders to define the complete features and specifications; or (ii) in addition to mandatory requirements, it requires parameters in the evaluation criteria to be evaluated in determining quality. In QCBS the weightage for technical parameters of the product shall not exceed forty percent and the financial aspect shall not be less than sixty percent; no weightage is given to qualification parameters. **The technique adopted for this Bid is stated in BDS 29.**

36. POST-QUALIFICATION OF BIDDER AND / OR ABNORMALLY LOW FINANCIAL PROPOSAL

- 36.1 After determining the Most Advantageous Bid, if no pre-qualification was undertaken and no qualification parameters were applied in determining the Most Advantageous Bid, the Procuring Agency shall carry out post-qualification of the Bidder using only the requirements specified in the BDS.
- 36.2 Where the Bid price is considered abnormally low, the Procuring Agency shall perform price analysis either during determination of the Most Advantageous Bid or as part of post-qualification: (a) it may reject a Bid whose price, in combination with other constituent elements, is abnormally low in relation to the subject matter and raises concerns about the Bidder's capability and capacity to perform; (b) before rejecting, it shall request the Bidder's written explanation, take account of the evidence provided and verify the Bid; (c) the decision and reasons shall be recorded and promptly communicated to the Bidder; (d) it shall incur no liability solely by rejecting an abnormally low Bid; and (e) an abnormally low Bid means, in the light of the Procuring Agency's estimate and all Bids submitted, a Bid that appears not to provide a margin for normal levels of profit. The Procuring Agency may compare the Bid price with its cost estimate, with other substantially responsive Bids, and with prices paid in similar contracts in the recent past.
- 36.3 The Procuring Agency will determine whether the Bidder selected as having submitted the Most Advantageous Bid is qualified to perform the Contract satisfactorily, in accordance with the criteria in ITB 13.3.
- 36.4 The determination will take into account the Bidder's financial, technical and supply capabilities, based on examination of the documentary evidence submitted under ITB 13.3 and such other information as the Procuring Agency deems necessary and appropriate, including verification of claims with past clients and inspection of facilities. Factors not included in the Bidding Documents shall not be used in evaluating qualification.
- 36.5 The Procuring Agency may seek a "Certificate for Independent Price Determination" from the Bidder; the results of reference checks may be used in determining award.

- 36.6 An affirmative determination is a prerequisite for award. A negative determination will result in rejection of the Bid, and the Procuring Agency will proceed to the next ranked Bidder to make a similar determination.

F. AWARD OF CONTRACT

37. CRITERIA OF AWARD

- 37.1 Subject to ITB 36 and 38, the Procuring Agency will award each Lot to the Bidder whose Bid has been determined substantially responsive and who has been declared the Most Advantageous Bidder for that Lot, provided that such Bidder is (a) eligible under ITB 3; (b) qualified to perform the Contract satisfactorily; and (c) successful negotiations, if any, have been concluded.

38. NEGOTIATIONS

- 38.1 Negotiations may be undertaken with the Most Advantageous Bidder relating to: (a) a minor alteration to technical details of the statement of requirements; (b) reduction of quantities for budgetary reasons, in excess of any reduction provided for in the Bidding Documents; (c) a minor amendment to the special conditions of Contract; (d) finalizing payment arrangements; (e) delivery arrangements; (f) the methodology for provision of related services; or (g) clarifying details not apparent or capable of being finalized at the time of bidding. Negotiations shall not change the price quoted except by voluntary reduction by the Bidder.
- 38.2 Where negotiation fails to result in agreement, the Procuring Agency may invite the next ranked Bidder for negotiation, without reopening earlier negotiations.

39. PROCURING AGENCY'S RIGHT TO REJECT ALL BIDS

- 39.1 Notwithstanding ITB 37, the Procuring Agency reserves the right to reject all Bids and to annul the bidding process at any time prior to award, without incurring any liability to the affected Bidder(s). The Authority may call for the justification of the grounds.
- 39.2 Notice of the rejection of all Bids shall be given promptly to all Bidders that submitted Bids.
- 39.3 The Procuring Agency shall upon request communicate to any Bidder the grounds for rejection of its Bid, but is not required to justify those grounds.

40. PROCURING AGENCY'S RIGHT TO VARY QUANTITIES AT THE TIME OF AWARD

- 40.1 The Procuring Agency reserves the right at the time of award to increase or decrease the quantity of Goods or Related Services originally specified, within the percentage indicated in the BDS, without any change in unit price or other terms and conditions.

41. NOTIFICATION OF AWARD

- 41.1 Prior to award, the Procuring Agency shall issue and publish a Final Evaluation Report giving justification for acceptance or rejection of Bids.
- 41.2 Where no complaint has been lodged, or after redressal of complaints, the Bidder whose Bid has been accepted will be notified of the award in writing prior to expiry of the Bid validity period. The Letter of Acceptance (Section IX) will state the sum that the Procuring Agency will pay the successful Bidder (the "Contract Price").
- 41.3 The notification of award will constitute the formation of the Contract, subject to the Bidder furnishing the Performance Security under ITB 43 and signing the Contract under ITB 42.
- 41.4 Upon the successful Bidder furnishing the Performance Security, the Procuring Agency will promptly notify each unsuccessful Bidder of the name of the successful Bidder and the Contract amount, and will discharge the Bid Security under ITB 18.7.

42. SIGNING OF CONTRACT

- 42.1 Promptly after notification of award, the Procuring Agency shall send the successful Bidder the draft agreement incorporating all agreed terms.
- 42.2 Immediately after redressal of grievances by the Grievance Redressal Committee and fulfilment of all conditions precedent, the successful Bidder and the Procuring Agency shall sign the Contract, within fourteen (14) working days of the Letter of Acceptance.
- 42.3 Where no formal signing is required, the purchase order issued to the Bidder shall be construed as the Contract. (Not applicable: a formal Contract and Integrity Pact will be signed.)

43. PERFORMANCE SECURITY (OR GUARANTEE)

- 43.1 After receipt of the Letter of Acceptance, the successful Bidder shall, within the time specified, deliver to the Procuring Agency a Performance Security in the amount and form stipulated in the BDS and SCC, not exceeding ten percent (10%) of the Contract Price.
- 43.2 The Performance Security shall be in the form specified in the BDS, being any of: (a) certified cheque, cashier's or manager's cheque, or bank draft; (b) irrevocable letter of credit issued by a scheduled bank; (c) bank guarantee confirmed by a reputable local bank; or (d) surety bond callable on demand from a reputable surety or insurance company. Any Performance Security shall be enforceable in Pakistan. (A Call Deposit Receipt of a scheduled bank is accepted as a further form where so specified in BDS 37.)
- 43.3 Failure of the successful Bidder to comply with ITB 43.1 shall constitute sufficient grounds for annulment of the award and forfeiture of the Bid Security, in which event the Procuring Agency may award to the next ranked Bidder or call for new Bids.

44. ADVANCE PAYMENT

- 44.1–44.2 30% of Payment of contract value as mobilization advance will be against irrevocable bank guarantee to be furnished by the successful bidder in the name of Director Livestock, Dairy development Gilgit-Baltistan for a contract period from a scheduled Bank of Pakistan. Final payment will be made through the Accounts Office, Government of Gilgit-Baltistan, after Final Acceptance as provided in the Contract.

45. ARBITRATOR

- 45.1 The Arbitrator shall be appointed by mutual consent of both parties as provided in the SCC.

46. CORRUPT AND FRAUDULENT PRACTICES

- 46.1 Procuring agencies (including beneficiaries of Government-funded projects) as well as Bidders, suppliers and contractors under Government-financed contracts shall observe the highest standard of ethics during procurement and execution and shall avoid any corrupt and fraudulent practice as defined in the Rules, namely coercive, collusive, corrupt, fraudulent and obstructive practices. A Bidder found to have engaged in such practice shall have its Bid rejected, its Bid Security forfeited and may be blacklisted under ITB 49.

G. GRIEVANCE REDRESSAL AND COMPLAINT REVIEW MECHANISM

47. CONSTITUTION OF GRIEVANCE REDRESSAL COMMITTEE

- 47.1 The Procuring Agency shall constitute a Grievance Redressal Committee (GRC) comprising an odd number of persons with proper power and authorization to address complaints. The GRC shall not include any member of the Procurement Evaluation Committee, and must include one subject specialist appropriate to the nature of the procurement. The composition of the GRC is stated in BDS 40.

48. GRC PROCEDURE

- 48.1 Any party may file a written complaint against the eligibility parameters or any other terms and conditions in the Bidding Documents found contrary to the provisions of the procurement regulatory framework; it shall be addressed by the GRC well before the Bid submission deadline.
- 48.2 Any Bidder aggrieved by any act of the Procuring Agency after submission of its Bid may lodge a written complaint not later than **seven (7) days** of the announcement of the Technical Evaluation Report and **five (5) days** after issuance of the Final Evaluation Report.
- 48.3 If the complaint is filed against the Technical Evaluation Report, the GRC shall suspend the procurement proceedings.
- 48.4 If the complaint is filed after issuance of the Final Evaluation Report, the complainant cannot raise any objection on the technical evaluation.
- 48.5 In both cases the GRC shall investigate and decide the complaint within **ten (10) days** of its receipt.
- 48.6 Any Bidder or the Procuring Agency not satisfied with the decision of the GRC may file an appeal before the Appellate / Procurement Review Committee of the Authority on the prescribed format after depositing the prescribed fee, within the time prescribed by the Rules. The address is given in BDS 41.
- 48.7–48.10 The Committee shall serve notices on all parties, call for the record, hear the parties and decide within the period prescribed (fifteen (15) days of receipt of the appeal, unless the Rules

prescribe otherwise). Its decision shall be in writing, signed by the Head and each Member, and shall be final.

H. MECHANISM OF BLACKLISTING

49. MECHANISM OF BLACKLISTING

- 49.1 The Procuring Agency shall bar, for not more than the period prescribed in the Rules, from participating in its procurement proceedings, a Bidder or contractor who (i) is involved in corrupt and fraudulent practices as defined in the Rules; or (ii) fails to perform its contractual obligations; or (iii) fails to abide by a Bid securing declaration.
- 49.2 The show-cause notice shall contain (a) the precise allegation; (b) the maximum period for which the Procuring Agency proposes to debar; and (c) where needed, a statement of its intention to request the Authority to debar the Bidder or contractor from procurements of all procuring agencies.
- 49.3 The Procuring Agency shall give a minimum of seven (7) days for the written reply to the show-cause notice.
- 49.4–49.6 If no reply is submitted, the Procuring Agency may issue a notice of personal hearing and decide on the record and the hearing, if availed. If a reply is submitted, it may file the matter or issue a notice of personal hearing, giving a minimum of seven (7) days for appearance before the specified officer.
- 49.7 The Procuring Agency shall decide the matter within fifteen (15) days from the date of the personal hearing (or the last hearing, if adjourned).
- 49.8 The order of debarment shall be communicated to the Bidder or contractor with a statement that it may, within thirty (30) days, prefer a representation against the order before the Authority.
- 49.9 The blacklisting or barring action shall be communicated to the Authority and the Bidder or contractor with the grounds; the Authority will publicize it after examining the record to ensure the prescribed procedure was followed.
- 49.10–49.12 The Bidder may file a review petition before the Review Petition Committee of the Authority within thirty (30) days of communication, after depositing the prescribed fee and in accordance with the procedure of the Authority; the Committee will serve notices, may take written statements and decide within ninety (90) days. The Authority may debar the Bidder or contractor from public procurement of all or some procuring agencies for such period as it deems appropriate, or acquit it. The decision of the Authority shall be final.

SECTION III: BID DATA SHEET (BDS)

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

No.	ITB Ref.	Amendments of, and Supplements to, Clauses in the Instructions to Bidders
A. Introduction		
1	ITB 1.1	Procuring Agency: Directorate of Livestock, Dairy Development & Poultry Production, Government of Gilgit-Baltistan, Hospital Road, Gilgit. Subject of procurement: Procurement, Import & Transportation of Registered Pedigree Certified Jersey Cattle from Source Country to Gilgit-Baltistan – Lot 1 (75 pregnant pedigree certified Pure Jersey heifers; 25 Pure Jersey pedigree certified Breeding Bulls) and Lot 2 (9 Pure Jersey pedigree certified Breeding Bulls; 35 pregnant pedigree certified Pure Jersey heifers), delivered to the Livestock Farm, Konodas, Gilgit. Period for delivery: 120 days from the Commencement Date. Commencement Date: the date stated in the Certificate of Contract Commencement issued under GCC 3.3, to be issued within three (3) working days after the Performance Security is furnished and the Contract is signed.
2	ITB 2.1	Financial year: 2026-27. Lot 1 – Regular Budget, FY 2026-27 (Chief Minister Block Allocation) Lot 2 – Development Scheme “Promotion of Dairy Activities in Gilgit-Baltistan (Phase-III)” ADP No 1581 Financing institution: Government of Gilgit-Baltistan. Name and identification number of the Contract: Procurement, Import & Transportation of Registered Pedigree Certified Jersey Cattle – Bid No. CMBA-1(23)/T/2026.
3	ITB 3.1, 3.4	Joint ventures are permitted. Maximum number of members: three (3). The JV shall nominate a Lead Member and submit (i) a JV agreement on judicial (stamp) paper, notarized, under which members are jointly and severally liable, and (ii) a Power of Attorney in favor of the Lead Member. Each member shall individually satisfy the legal-status, tax-compliance, non-blacklisting and conflict-of-interest criteria, annual turnover (Appendix 1, items 1, 2, 6, 7 and 8). The lead member who will import the animals shall satisfy item 3 (importer status), Experience (item 4) and technical team (item 5). The JV Agreement shall state the part of the Contract to be performed by each member.
4	ITB 3.6	Bidders must be registered with relevant Govt. authorities in Pakistan at the time of Bid submission (this is a National Competitive Bidding).
5	ITB 3.11	Sub-contracting of the Contract (or of the selection, sourcing and supply of the animals) is not allowed . The following are not “sub-contracting” and are permitted, provided they are disclosed in the Technical Offer and the Supplier remains fully responsible for them: the exporting breeder/exporter in the approved source country; carriers, shipping lines, airlines and freight forwarders; insurers; customs and clearing agents; quarantine facility operators; accredited laboratories and veterinarians; and local livestock transporters.
6	ITB 4.1	Ineligible countries: India and Israel (Section IV). Approved source countries (the country in which the animals are born and raised and from which they are exported): Australia, New Zealand, Netherlands, Denmark, United Kingdom, United States of America and Canada, etc subject in every case to the import permit issued by the Animal Quarantine Department (Ministry of National Food Security & Research), the import policy and health protocol of the Government of Pakistan, and the requirements of the Department of Livestock & Dairy Development, GB, in force on the date of shipment.
7	ITB 4.5, 13.3(a)	Manufacturer’s authorization: not applicable . Instead, each Bidder shall submit with its Technical Proposal the Source Declaration and Supplier Commitment (Form 6), supported by a letter of intent, proforma invoice or supply agreement from the proposed exporting breeder(s)/exporter(s) in the approved source country.
B. Bidding Documents		
8	ITB 7.2	One (1) original and two (2) copies of the Technical Proposal. The Financial Proposal shall be submitted in the original only.

No.	ITB Ref.	Amendments of, and Supplements to, Clauses in the Instructions to Bidders
9	ITB 8.1	Address for clarification: Director, Livestock, Dairy Development & Poultry Production, Government of Gilgit-Baltistan, Hospital Road, Gilgit. Tel: +92-5811-920890; +92-5811-20262. E-mail: director.ls.gb@gmail.com. Requests must be received not later than three (3) days before the Bid submission deadline.
10	ITB 8.5	A pre-Bid meeting will be held . In the office of the Director, Livestock, Dairy Development & Poultry Production, Government of Gilgit-Baltistan, Hospital Road, Gilgit.
11	ITB 9.2	Addenda and responses to clarifications will be published on GBPPRA website
C. Preparation of Bids		
12	ITB 10.1	Language of Bid and all correspondence: English .
13	ITB 11.1	In addition to the documents listed in ITB 11.1(a), the Technical Proposal shall contain the forms and documents listed in Appendix 1, Part B (Technical Proposal checklist). The original Bid Security shall be placed in the Technical Proposal envelope. The Financial Proposal shall contain only the Letter of Bid – Financial Proposal and the Price Schedule(s) (Form 9). No price information shall appear in the Technical Proposal; a Technical Proposal containing price information shall be rejected.
14	ITB 12.3(c)	Other procurement-specific documentation: Technical Offer – Specification Compliance Statement (Form 5); Source Declaration and Supplier Commitment (Form 6); Methodology and Work Plan (shipment, quarantine, transport, acclimatization, biosecurity and risk management), not exceeding ten (10) pages; undertaking to furnish the documents in Section V, Part K.
15	ITB 13.3(b),(d)	The qualification criteria are those in Appendix 1, Part A .
16	ITB 15.6, 15.7	Price basis: delivered to the Livestock Farm, Konodas, Gilgit (DDP – Delivered Duty Paid, Incoterms® 2020, used for allocation of cost only; transfer of title and risk is governed by the SCC), inclusive of all costs, duties and taxes. Disaggregation in the Price Schedule (per head, per Lot): Part A – price of animals (purchase, registration, genomic/DNA reports, pedigree documentation); pre-export quarantine, testing, vaccination and certification; international freight, handling, feed and insurance. Part B – import clearance, port charges, customs duties and taxes, and quarantine in Pakistan; inland transport and escort to Gilgit-Baltistan; post-arrival isolation support, veterinary supervision, transitional feed supplement, acclimatization and prophylaxis; any other cost (to be specified).
17	ITB 15.8, 15.9	Prices are fixed . A Bidder bidding for both Lots may offer a single combined price reduction, to be stated in the Letter of Bid – Financial Proposal.
18	ITB 16.1	All prices shall be quoted in Pakistani Rupees (PKR) . Bids in other currencies will be rejected.
19	ITB 17.1	Bid validity: one hundred and twenty (120) days
20	ITB 18.1	Bid Security (fixed amount, 3% of the estimated cost of each Lot): Lot 1: PKR 3,600,000; Lot 2: PKR 1,320,000; both Lots: PKR 4,920,000 . Currency: PKR. A Bid Securing Declaration is not applicable .
21	ITB 18.2	Form of Bid Security: Call Deposit Receipt (CDR) issued by a scheduled bank in favor of “Director, Livestock, Dairy Development & Poultry Production, Gilgit-Baltistan” Other acceptable forms: bank guarantee in the form in Section VI (Form 10), or pay order / demand draft of a scheduled bank. The Bid Security shall be valid for not less than twenty-eight (28) days beyond the Bid validity period . The original shall be placed in the Technical Proposal envelope; a photocopy is not acceptable. The Bid Security of a Bidder that bids for both Lots shall be furnished as separate instruments, one per Lot, or as a single instrument for PKR 4,920,000 expressly covering both Lots.
22	ITB 19.1	Alternative Bids and alternative delivery schedules will not be permitted.
23	ITB 21.1, 21.2	One original and two copies of the Technical Proposal. Written confirmation of authorization: a notarized Power of Attorney (or board resolution with specimen signature) authorizing the signatory to sign and bind the Bidder, attached to the Technical Proposal.

No.	ITB Ref.	Amendments of, and Supplements to, Clauses in the Instructions to Bidders
D. Submission of Bids		
24	ITB 22.2(a)	Address: Director, Livestock, Dairy Development & Poultry Production, Government of Gilgit-Baltistan, Hospital Road, Gilgit, Pakistan.
25	ITB 22.2(b)	Title: "Procurement, Import & Transportation of Registered Pedigree Certified Jersey Cattle from Source Country to Gilgit-Baltistan"; ITB title and number: Bid No. CMBA-1(23)/T/2026; Lot(s) bid for; statement: "DO NOT OPEN BEFORE 10:30 HOURS ON 16 NOVEMBER 2026".
26	ITB 23.1	Deadline for Bid submission: Day: Monday; Date: 16 November 2026; Time: 10:00 hours (PST). Electronic submission: not accepted.
E. Opening and Evaluation of Bids		
27	ITB 26.1, 26.6, 26.14	Opening of Technical Proposals: Directorate of Livestock, Hospital Road, Gilgit; Monday, 16 November 2026, 10:30 hours (PST) . Opening of Financial Proposals (technically qualified Bidders only): on a date, time and place to be notified in writing to those Bidders at least three (3) working days in advance, after the Technical Evaluation Report has been published and the complaint period under ITB 48.2 has been exhausted, and within the Bid validity period.
28	ITB 32.2	Not applicable (all Bids in PKR).
29	ITB 33.2, 35	Evaluation technique: LCBS (Least Cost Based Selection) Pass/Fail Base: After meeting the requirements of eligibility, qualification and substantial responsiveness (pass/fail criteria in Appendix 1, with every mandatory criterion to be met), the Bid with the lowest evaluated cost for a Lot shall be the Most Advantageous Bid for that Lot. No weightage or marks are awarded for technical or qualification parameters.
30	ITB 33.4, 33.5	No additional evaluation factors apply. All Bids are compared on the total delivered price of each Lot, after correction of arithmetic errors.
31	ITB 33.6	Each Lot shall be evaluated and awarded separately . A Bidder may be awarded one or both Lots. Where a Bidder offers a combined price reduction for both Lots (BDS 17), the Procuring Agency will determine the combination of awards that results in the lowest total evaluated cost to the Procuring Agency, taking the reduction into account; the reduction applies only if both Lots are awarded to that Bidder.
32	ITB 34.1	Domestic preference: not applicable .
33	ITB 36.1	Post-qualification shall be based on the requirements in Appendix 1, Part A, including verification of documents and claims with issuing authorities, past clients and the proposed exporter(s), and inspection of the Bidder's offices and logistics arrangements.
34	ITB 36.2	Abnormally low Bids shall be assessed by comparing the Bid price with the Procuring Agency's cost estimate for the Lot, with other responsive Bids and with recent comparable purchases.
F. Award of Contract		
35	ITB 40.1	The Procuring Agency may Increase or decrease the quantity of any item by up to fifteen percent (15%) at the time of award for budgetary reasons, at the same unit price; no increase.
36	ITB 43.1	Performance Security: ten percent (10%) of the Contract Price of each Lot , to be furnished within fourteen (14) days of receipt of the Letter of Acceptance. It shall remain valid until thirty (30) days after the expiry of the Warranty Period (SCC 7–8).
37	ITB 43.2	Form of Performance Security: bank guarantee of a scheduled bank in the form in Section IX; or pay order / demand draft / Call Deposit Receipt of a scheduled bank in favour of the Procuring Agency. Enforceable in Pakistan.
38	ITB 44	Advance payment: 30% of Payment of contract value as mobilization advance will be against irrevocable bank guarantee to be furnished by the successful bidder in the name of Director Livestock, Dairy development Gilgit-Baltistan
39	ITB 45.1	The Arbitrator shall be appointed by mutual consent of both parties; failing agreement within fourteen (14) days of the notice of arbitration, by the Appointing Authority named in SCC 23.

No.	ITB Ref.	Amendments of, and Supplements to, Clauses in the Instructions to Bidders
G. Review of Procurement Decisions		
40	ITB 47.1	The Grievance Redressal Committee (GRC) shall be constituted by Secretary, Agriculture, Livestock & Fisheries Department GB and shall consist of an odd number of members (Three or five), none of whom is a member of the Procurement Evaluation Committee, including at least one livestock/veterinary subject specialist. Complaints shall be addressed to the Chairman, GRC at the address in BDS 41. +925811927002
41	ITB 48.6, 49	Address of the Procuring Agency: Directorate of Livestock, Dairy Development & Poultry Production, Hospital Road, Gilgit. Address of the Authority for a copy of the grievance / appeal: Procurement Review Committee, Gilgit-Baltistan Public Procurement Regulatory Authority (GBPPRA), Finance Department, Old Civil Secretariat, Gilgit; Tel: +92-5811-920501.

APPENDIX 1 TO THE BDS: EVALUATION AND QUALIFICATION CRITERIA

This Appendix lists every criterion on which Bids will be evaluated. Each criterion is assessed **pass / fail**; a Bidder must meet **every** criterion to be technically accepted.

Part A – Mandatory Eligibility and Qualification Criteria

No.	Criterion	Specific Requirement	Documentary Evidence
1	Legal status	Legally registered entity in Pakistan (SECP, Registrar of Firms, registration under the Societies Registration Act or other competent authority). Not less than five (5) years since registration/incorporation on the Bid submission date.	Valid certificate of registration/incorporation; memorandum/constitution; for companies, latest annual return/Form-29 (or equivalent).
2	Tax compliance	Registered with the Federal Board of Revenue (NTN) and on the Active Taxpayer List (ATL) on the Bid submission date. (The JV associate member (if any) belongs to special Areas having specific Tax Paying conditions will be dealt accordingly).	NTN certificate; ATL print-out dated within 7 days before submission.
3	Importer status	Registered as an importer with Pakistan Customs, and having previously obtained import permit(s) for live animals from the concerned Govt Departments.	Customs importer registration; copies of at least two previous Animal Quarantine Department import permits or quarantine release certificates in the Bidder's name.
4	Experience	At least five (5) years' experience in importing pedigree breeding cattle; and, within the last five (5) years, at least two (2) shipments of registered pedigree Jersey and/or Holstein-Friesian cattle with a total of not less than 100 head (Lot 1 or both Lots) or 44 head (Lot 2 only), including at least one shipment to Asia, Africa or another sub-tropical destination.	Form 7-A (Experience Statement) with, for each shipment: contract/purchase order, commercial invoice, bill of lading or airway bill, import permit/quarantine release certificate, and a client or consignee certificate.
5	Technical team	At least five (5) full-time professional staff on payroll covering management, veterinary, logistics/shipping and administration/accounts, including at least one veterinarian (DVM) registered with the Pakistan Veterinary Medical Council.	Form 7-B (Key Personnel); CVs; appointment letters; salary slips for the last three months; PVMC registration of the veterinarian.
6	No blacklisting	The Bidder (and each JV member) is not currently blacklisted or debarred by any government/semi-government department in Pakistan or abroad, and has not been declared ineligible under ITB 3.8.	Affidavit on stamp paper, notarized (Form 8-A).
7	Fraud, corruption and conflict of interest	No corrupt, fraudulent, collusive, coercive or obstructive practice; no conflict of interest under ITB 3.7.	Declarations in the Letter of Bid – Technical Proposal and Form 8-B.
8	Financial capacity	(a) Average annual turnover of not less than PKR 100 million (Lot 1 or both Lots) or PKR 40 million (Lot 2 only) in each of the last three (3) financial years. (b) Access to liquid assets or a credit facility of not less than PKRs 30, million (Lot 1) / PKRs 12 Million (Lot 2 only). and/or PKRs 42 Million (for both Lots)	(a) Audited financial statements, or income-tax returns with FBR acknowledgement, for the last three years; (b) certificate from a scheduled bank of balance/credit line, dated within 30 days before submission. Bank statements alone are not sufficient evidence of turnover.

Joint ventures: Each member shall furnish items 1, 2, 6, 7 and 8; item 3, 4 and 5 are assessed as mentioned in BDS 3.

Part B – Technical Proposal (Envelope A) Checklist and Technical Responsiveness

No.	Requirement	Pass / fail test
B1	Letter of Bid – Technical Proposal (Form 1), duly signed; notarized Power of Attorney; Bidder Information Form (Form 3) and, for a JV, JV Members Information Form (Form 4) and JV Agreement.	All present and signed.
B2	Original Bid Security for each Lot bid for, in the amount, form, payee and validity required by BDS 20–21.	Present, correct and valid.
B3	Technical Offer – Specification Compliance Statement (Form 5) for each Lot/Item bid for, accepting every mandatory specification in Section V without deviation.	Every mandatory parameter accepted; no material deviation (ITB 29.2).
B4	Source Declaration and Supplier Commitment (Form 6): approved source country; exporting breeder(s)/exporter(s); supporting letter of intent/proforma/supply agreement; confirmation that import-permit conditions can be met.	Source country is an approved country; commitment letter present.
B5	Methodology and Work Plan: shipment mode and route, pre-export quarantine arrangements, port of entry, import quarantine, inland transport, post-arrival isolation and acclimatization, animal-welfare and biosecurity arrangements, risk management, and a delivery schedule not exceeding 120 days.	Addresses each element in Section V; delivery within 120 days.
B6	Qualification documents (Part A, items 1–8) with Form 7 (Parts 7-A to 7-D) and Form 8.	All items met.
B7	Acceptance of the General and Special Conditions of Contract and the Integrity Pact without material deviation or reservation.	Confirmed in Form 1.
B8	Technical Proposal contains no price information.	Confirmed on opening.

Part C – Evaluation Procedure

1. The Bid Evaluation / Procurement Evaluation Committee first checks each Technical Proposal for completeness, signing and legalization (preliminary examination, ITB 29), and then assesses each criterion in Parts A and B as pass or fail. Minor non-conformities may be dealt with under ITB 29.4–29.5.
2. The Procuring Agency may verify claims with past clients, issuing authorities and the proposed exporter(s), and by inspection of facilities, and may disqualify a Bidder whose claims cannot be verified or are found to be false.
3. The Technical Evaluation Report, stating for each Bidder the reasons for acceptance or rejection against each criterion shall be published before the Financial Proposals are opened (ITB 26.14, 48.2).
4. **Financial evaluation:** the Financial Proposals of technically accepted Bids are opened in public. Arithmetic errors are corrected under ITB 31; the total price of each Lot, in PKR, is compared; the lowest evaluated responsive Bid for each Lot is the Most Advantageous Bid (BDS 29, 31). The Final Evaluation Report is published before award.

SECTION IV: ELIGIBLE COUNTRIES

All Bidders registered in Pakistan are allowed to participate in this procurement without regard to nationality of their owners, except Bidders of nationalities prohibited in accordance with the policy of the Federal Government. The following countries are ineligible to participate in the procurement process or to be the origin of Goods:

- India
- Israel

The Ministry of Interior, Government of Pakistan has notified the List of Business-Friendly Countries; information can be accessed at the Directorate General of Immigration & Passports website (<http://www.dgip.gov.pk/Files/Visa%20Categories.aspx#L>).

Approved source countries for the animals are those listed in BDS 6, subject to the import permit and animal-health protocol of the Government of Pakistan in force at the date of shipment. A country is “approved” for this Bid only if the Animal Quarantine Department permits import of live cattle from that country on the relevant date; the Procuring Agency does not warrant that import permission will be granted or remain in force (see GCC 28 and SCC 17).

SECTION V: SCHEDULE OF REQUIREMENTS AND TECHNICAL SPECIFICATIONS

A. Purpose and Scope

The Procuring Agency intends to acquire high-genetic-merit pure Jersey cattle to strengthen cattle breeding and milk production in Gilgit-Baltistan, for use at the Department's breeding farm and for distribution to progressive farmers at subsidized rates. The Supplier's scope, at its own cost and risk, covers: (1) selection and purchase of animals meeting the specification; (2) pre-export isolation, testing, vaccination and veterinary certification; (3) export documentation and permits; (4) shipment to Pakistan; (5) import clearance and mandatory quarantine in Pakistan; (6) inland transport to the Livestock Farm, Konodas, Gilgit; (7) post-arrival isolation, observation and acclimatization support; (8) insurance; and (9) replacement of animals that do not meet the conditions of the Contract.

B. Schedule of Requirements

Lot	Item	Description	Quantity (head)	Delivery Point	Delivery period
1	1 A	Registered Pedigree Certified Pure Jersey Pregnant Heifers	75	Livestock Farm, Konodas, Gilgit	Within 120 days of the Commencement Date
1	1B	Registered Pedigree Certified Pure Jersey Bulls	25	Livestock Farm, Konodas, Gilgit	Within 120 days of the Commencement Date
2	2A	Registered Pedigree Certified Pure Jersey Bulls	9	Livestock Farm, Konodas, Gilgit	Within 120 days of the Commencement Date
2	2B	Registered Pedigree Certified Pure Jersey Pregnant Heifers	35	Livestock Farm, Konodas, Gilgit	Within 120 days of the Commencement Date
		Total	144		

"Delivery" of an animal occurs when it arrives at the Delivery Point and receives **Provisional Acceptance** under Part J. Delivery of each Lot may be made in more than one consignment, but the whole Lot shall be delivered within the delivery period. Partial deliveries do not relieve the Supplier of liquidated damages for the undelivered balance.

C. Technical Specifications of the Animals

All parameters below are **mandatory** (pass/fail). Bidders shall confirm compliance for each parameter in Form 5.

1	2	3	4	5
Parameter	Lot 1 – Item 1: Pure Pregnant Jersey Heifers	Lot-1 Item-2 Pedigree certified Pure Jersey Bulls	Lot 2 – Item 2A: Pure Jersey Bulls	Lot 2 – Item 2B: Pure Pregnant Jersey Heifers
Quantity	75 head	25 head	9 head	35 head
Breed and registration	Pure Jersey, individually registered in the herd book of a recognized Jersey breed society/herd book of the country of origin, supported by an official registration certificate and official pedigree certificate.	Same as in Column 2 of this row	Same as in Column 2 of this row	Same as in Column 2 of this row
Age at shipment	(Primiparous/first timer Pregnant heifer) (verified by herd-book date of birth) at calving age must be 16-26 months	At Puberty attained age/ready for breeding	At Puberty attained age/ready for breeding	(Primiparous/first timer Pregnant heifer) (verified by herd-book date of birth) At calving must be 16-26 months
Genetic merit/index	The record should prove acceptable value set by country of origin's standards for genetic merit evaluation with respect to the country of origin/animals to be procured (eg BPI for Australia,NTM for Denmark,Sweden & fin Land ,JPI united states) and equivalent for other countries and should be above average.	The record should prove acceptable value set by country of origin's standards for genetic merit evaluation with respect to the country of origin/animals to be procured (eg BPI for Australia,NTM for Denmark,Sweden & fin Land ,JPI united states) and equivalent for other countries and should be above average	The record should prove acceptable value set by country of origin's standards for genetic merit evaluation with respect to the country of origin/animals to be procured (eg BPI for Australia, NTM for Denmark,Sweden & fin Land ,JPI united states) and equivalent for other countries and should be above average	The record should prove acceptable value set by country of origin's standards for genetic merit evaluation with respect to the country of origin/animals to be procured (eg BPI for Australia, NTM for Denmark,Sweden & fin Land ,JPI united states) and equivalent for other countries and should be above average
Dam's production	The pedigree record should confirm production potential of the animals as equal or more than minimum 6,000 litres per 305-day lactation ,.	The pedigree record should confirm production potential of the animals as equal or more than minimum 6,000 litres per 305-day lactation ,.	The pedigree record should confirm production potential of the animals as equal or more than minimum 6,000 litres per 305-day lactation ,.	The pedigree record should confirm production potential of the animals as equal or more than minimum 6,000 litres per 305-day lactation ,.
Sire / breeding	Inseminated (artificial insemination) with semen of a proven pure Jersey sire , supported by an AI certificate issued by an accredited veterinarian of the source country, naming the sire.	Sire and dam registered pure Jersey; sire's identity stated in pedigree.	Sire and dam registered pure Jersey; sire's identity stated in pedigree.	Inseminated (artificial insemination) with semen of a proven pure Jersey sire , supported by an AI certificate issued by an accredited veterinarian of the source country, naming the sire.
Pregnancy	Pregnancy confirmed by a veterinarian (ultrasound or equivalent) before shipment, with a veterinary pregnancy-diagnosis certificate.	Not applicable	Not applicable.	Pregnancy confirmed by a veterinarian (ultrasound or equivalent) before shipment, with a

1	2	3	4	5
Parameter	Lot 1 – Item 1: Pure Pregnant Jersey Heifers	Lot-1 Item-2 Pedigree certified Pure Jersey Bulls	Lot 2 – Item 2A: Pure Jersey Bulls	Lot 2 – Item 2B: Pure Pregnant Jersey Heifers
	Gestation at shipment:(3-6 months pregnant			veterinary pregnancy-diagnosis certificate. Gestation at shipment:(3-6 months pregnant
Breeding soundness	Free from reproductive abnormality (certificate).	Breeding Soundness Examination (BSX) certificate by a veterinarian: scrotal circumference, semen evaluation, libido/physical soundness; tests for bovine genital campylobacteriosis and trichomoniasis as required by the import permit.	Breeding Soundness Examination (BSX) certificate by a veterinarian: scrotal circumference, semen evaluation, libido/physical soundness; tests for bovine genital campylobacteriosis and trichomoniasis as required by the import permit.	Free from reproductive abnormality (certificate).
Weight at shipment	Standard weight for the set out age for jersey	Standard weight for the set out age for jersey	Standard weight for the set out age for jersey	Standard weight for the set out age for jersey
Genetic defects	Not a carrier of known Jersey genetic defects (including JH1 and JNS), as shown by herd-book or DNA test records.	Same as in column 2	Same as in column 2	Same as in column 2
Physical condition	Free from anatomical defects and deformities; sound feet, legs, udder and teats; good body condition; clinically healthy at inspection.	Same as in column 2	Free from anatomical defects and deformities; sound feet, legs and genitalia.	Free from anatomical defects and deformities; sound feet, legs, udder and teats.
Identification	Each animal individually identified by an official ear tag and/or microchip that matches the registration, health, genomic and shipping documents; identification records and photographs furnished.	Same as in column 2	Same as in column 2	Same as in column 2
Origin and residence	Born and raised in the country of export, or resident there for at least six (6) months before shipment (or longer if the import permit requires).	Same as in column 2	Same as in column 2	Same as in column 2
Health status	Meeting Pakistan's import health requirements as per Pakistan Animal Quarantine Departments requirements	Same as in column 2	Same as in column 2	Same as in column 2

D. Health Status and Export Requirements

- The animals shall satisfy **all** import health requirements of Pakistan stated in the import permit issued by the Animal Quarantine Department, the Pakistan Animal Quarantine (Import and Export of Animals and Animal Products) Ordinance, 1979 and Rules, the import policy in force, and the applicable standards of the WOAHS Terrestrial Animal Health Code.

2. An **official government veterinary health certificate** of the exporting country, issued in accordance with the conditions of the Pakistan import permit, shall accompany each consignment.
3. Tests shall be performed by an official or accredited laboratory, as the import permit requires, with **negative results** for at least: brucellosis; tuberculosis; paratuberculosis (Johne's disease); bovine viral diarrhoea (BVD, including testing for persistently infected animals); infectious bovine rhinotracheitis (IBR); leptospirosis; bluetongue (or as the permit allows – vaccination or vector-protected quarantine); enzootic bovine leukosis; and any other disease listed in the import permit. Vaccination and treatment records shall be furnished.
4. **Bovine spongiform encephalopathy (BSE):** BSE cannot be tested for in live animals. The requirement is that the animals originate from, and were born and raised in, a country or zone recognized by WOAHP as having **negligible BSE risk** where the import policy so requires, with a certificate of compliance with the feed-ban requirements.
5. The country or zone of origin shall be **free from foot-and-mouth disease** and the other diseases specified in the import permit, as recognized by WOAHP, and the animals shall not have been in contact with infected animals.
6. Animals shall be fit to travel and shall be accompanied by a veterinary **fit-to-travel certificate**, issued before loading.

E. Pre-Export Isolation and Quarantine

The animals shall undergo pre-export isolation/quarantine at a facility approved by the competent veterinary authority of the exporting country, for the period and with the tests, treatments and vaccinations required by the Pakistan import permit. The Supplier shall give the Procuring Agency not less than ten (10) days' notice of the pre-export quarantine dates and of the planned shipment date, to enable pre-shipment verification under Part J.

F. Shipment, Transport Standards and Insurance

1. **Mode.** The Bidder may ship by sea or by air, at its option, and shall state its choice, route, carrier and port/airport of entry in its Methodology and Work Plan. The port or airport of entry shall be a notified point of entry for live animals under the Pakistan Animal Quarantine Ordinance, 1979, as specified in the import permit.
2. **Standards.** Transport shall comply with the WOAHP Terrestrial Animal Health Code animal-welfare standards for transport by sea, land and air (Chapters 7.2 to 7.4), and, for air carriage, the IATA Live Animals Regulations. For sea carriage, a livestock carrier with the applicable flag-state and exporting-country certification shall be used, with sufficient space, ventilation, feed, water and rest, and with veterinary and stockperson supervision throughout the voyage. Pregnant animals shall be shipped only within the carrier's permitted gestation limits.
3. **Inland transport** from the port of entry/quarantine station to the Livestock Farm, Konodas, Gilgit shall be in suitable livestock carriers with non-slip floors, partitions and protection against cold, under veterinary escort, with scheduled halts for feed, water and rest in accordance with WOAHP land-transport standards. The Supplier shall obtain current road information for the route, shall avoid dispatch into forecast road closure, and shall bear the risk of delay by seasonal closure except as provided in GCC 28.
4. **Insurance.** The Supplier shall insure the animals in an amount equal to 110% of their Contract value, on an "all risks including mortality" basis, from loading at the source farm/quarantine until Provisional Acceptance at Konodas, and, if the Supplier so chooses, thereafter until Final Acceptance. Insurance does not relieve the Supplier of its replacement obligations.

G. Import Clearance and Quarantine in Pakistan

The Supplier shall obtain the import permit and all other permissions and clearances; attend to customs clearance and payment of all duties, taxes and port charges; and ensure that the animals undergo the mandatory post-arrival quarantine at the port of entry for the period and tests required by the Animal Quarantine Department. All costs, including quarantine charges, feed and veterinary care during quarantine, are borne by the Supplier. Mortality or rejection in quarantine is at the Supplier's risk and no payment will be made for such animals. The Procuring Agency may depute its veterinary officers to observe quarantine and release.

H. Post-Arrival Isolation, Observation and Acclimatization

1. On arrival at Konodas each animal shall be kept in isolation, separate from the Department's existing herd, for an **Isolation and Observation Period of 30 days** from Provisional Acceptance. The Procuring Agency will provide housing, routine fodder and labour at the farm; the Supplier shall provide, at its cost, veterinary supervision, medicines and vaccines, and a transitional feed supplement for the period.
2. **Acclimatization and prophylaxis plan.** The Bidder shall provide, and carry out under veterinary supervision, a plan covering: gradual change of ration; vaccination against diseases prevalent in Pakistan (foot-and-mouth disease serotypes present locally, haemorrhagic septicaemia, black quarter, lumpy skin disease and others advised by the Procuring Agency); control of tick-borne diseases (theileriosis, babesiosis, anaplasmosis) with prophylactic treatment and monitoring; deworming; and adaptation to cold and high-altitude conditions.
3. The Supplier shall provide a qualified veterinarian, on call, for the Isolation and Observation Period, and shall keep daily health records for each animal, available to the Procuring Agency.
4. The Supplier will manage training on basic requirements for rearing of the jersey animals covering all aspects.

J. Inspection, Selection and Acceptance

Acceptance takes place in four stages. The Procuring Agency's rights at any later stage are not limited by any earlier inspection or acceptance (GCC 11.4).

Stage	Where / when	What is verified	Outcome
1. Pre-shipment verification (right, not obligation)	At source, during pre-export quarantine, with at least ten (10) days' notice.	Identity (tags/microchips against registration and genomic documents), age, weight, pregnancy status, health tests, physical condition; may include a DNA sample for parentage verification.	Pre-shipment clearance or rejection of individual animals. Does not constitute acceptance.
2. Port-of-entry inspection Mandatory	At the sea port/airport of entry, jointly with the Animal Quarantine Department. Furthermore from the point of entry to dairy farm Konodas Gilgit Livestock and Dairy development GB team will accompany the bidders team	Consignment against documents; number, identity and condition of animals; quarantine release.	Record of animals arrived, died or rejected in transit/quarantine.
3. Arrival inspection and Provisional Acceptance	At Konodas, on arrival.	Each animal checked against its documents and tag/microchip identity, and for health, pregnancy (Item 1), weight, age and condition, by the Technical Committee.	Animals conforming: Provisional Acceptance Certificate (this is "Delivery"). Non-conforming animals are rejected.
4. Final Acceptance	At the end of the Isolation and Observation Period.	All mandatory documents received; animals healthy; no disease or defect attributable to the Supplier; counts reconciled.	Final Acceptance Certificate (accepted / accepted with replacement of ___ animals / rejected). Title and risk pass to the Procuring Agency.

The Technical Committee shall consist of at least five members including veterinary officers of the Department. The Procuring Agency may verify the identity or parentage of any animal by DNA test at an accredited laboratory: the cost shall be borne by the Procuring Agency if the animal conforms and by the Supplier if it does not. Mis-identification or substitution of animals is a fundamental breach (GCC 27).

K. Mandatory Documents to be furnished by the Supplier at Delivery

The following documents shall be furnished for each consignment and each animal, in English, before Provisional Acceptance (documents marked * at least one week before arrival at the port of entry). **These are delivery documents; they are not required with the Bid**, except that the Bidder undertakes in its Technical Offer to furnish them.

- Herd-book registration certificates and official performance pedigree certificates
- Genomic and DNA reports (including parentage verification)
- Official milk-recording records of the dam
- Veterinary pregnancy-diagnosis certificates and AI certificates (for pregnant heifers)
- Breeding soundness certificates (for bulls)
- Official export veterinary health certificate, laboratory test reports, vaccination and treatment certificates, and fit-to-travel certificate
- Certificate of origin
- Pakistan import permit and Animal Quarantine Department quarantine release certificate;
- Commercial invoice and packing list
- Bill of lading / airway bill
- Bill of entry / goods declaration and proof of payment of duties and taxes
- Voyage/flight and transport veterinary reports (mortality, treatment, feed and water records).

L. Warranty and Replacement (summary – see GCC 18 and SCC 16)

If, before Final Acceptance or within the Warranty Period (SCC 16), an animal dies, is found non-pregnant (Item 1), has a disease or defect that existed at shipment or arises from transport, quarantine or import, or fails a breeding soundness examination, the Supplier shall at its own cost replace it with an animal of equal or better genetic merit conforming to this Section, within 120 days of notice, bearing all costs of replacement including shipment and quarantine; or, at the election of the Procuring Agency, the price of that animal shall be deducted or refunded. The cause shall be determined by a veterinarian appointed by the Procuring Agency, with post-mortem and laboratory examination where appropriate. This does not apply where the loss is caused by negligent handling by the Procuring Agency.

SECTION VI: STANDARD FORMS

Standard Forms for the **Single Stage – Two Envelope Procedure**. Forms 1, 3–8 and 10 are placed in the Technical Proposal (Envelope A); Forms 2 and 9 are placed in the Financial Proposal (Envelope B). Bidders must prepare the forms on their letterhead, without alteration of format.

Form	Title	Envelope
1	Letter of Bid – Technical Proposal	A – Technical
2	Letter of Bid – Financial Proposal	B – Financial
3	Bidder Information Form	A
4	Bidder's JV Members Information Form (if applicable)	A
5	Technical Offer – Specification Compliance Statement	A
6	Source Declaration and Supplier Commitment	A
7	Qualification Information (7-A Experience; 7-B Key Personnel; 7-C Financial Standing; 7-D Litigation and Past Performance)	A
8	Declarations (8-A Non-Blacklisting Affidavit; 8-B Fraud, Corruption and Conflict of Interest)	A
9	Price Schedule (per Lot)	B
10	Form of Bid Security (Bank Guarantee); Call Deposit Receipt requirements	A (original)
11	Request for Bidding Documents (optional)	—

FORM 1: LETTER OF BID – TECHNICAL PROPOSAL

[Place this Letter of Bid in the first envelope marked "TECHNICAL PROPOSAL". The Bidder must prepare it on its letterhead showing its complete name and business address.]

Date of this Bid submission: _____ Bid No.: CMBA-1(23)/T/2026 Lot(s) bid for: ☐ Lot 1
☐ Lot 2

To: Director, Livestock, Dairy Development & Poultry Production, Government of Gilgit-Baltistan, Hospital Road, Gilgit.

We, the undersigned Bidder, hereby submit our Bid in two parts, namely (a) the Technical Proposal and (b) the Financial Proposal. In submitting our Technical Proposal we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the Bidding Document, including addenda issued in accordance with ITB 9, and accept the General and Special Conditions of Contract and the Integrity Pact without material deviation or reservation.
- (b) **Eligibility:** We meet the eligibility requirements and have no conflict of interest in accordance with ITB 3. We are registered in Pakistan.
- (c) **Suspension and debarment:** Neither we nor any of our JV members, sub-contractors, suppliers or service providers for any part of the Contract is blacklisted, debarred or suspended by the Procuring Agency or the Authority, or is ineligible under the laws of Pakistan or by any foreign country or international organization.
- (d) **Conformity:** We offer to supply in conformity with the Bidding Document and in accordance with the delivery period in the Schedule of Requirements, the following Goods and Related Services: [insert brief description – Lot 1 / Lot 2 items], originating in [insert approved source country].
- (e) **Bid validity:** Our Bid shall be valid for the period specified in BDS 19 from the deadline for Bid submission in BDS 26, and shall remain binding upon us and may be accepted at any time before the expiry of that period.
- (f) **Bid Security:** We enclose the original Bid Security specified in BDS 20–21 for each Lot bid for.
- (g) **Performance Security:** If our Bid is accepted, we commit to furnish the Performance Security in accordance with the Bidding Document and to sign the Integrity Pact.
- (h) **One Bid per Bidder:** We are not submitting any other Bid as an individual Bidder, and we are not participating in any other Bid as a joint-venture member or sub-contractor.
- (i) **Import permission:** We understand that import of the animals requires a permit from the Animal Quarantine Department and that failure to obtain or comply with it is at our risk, subject to GCC 28 and SCC 17.
- (j) **No price information:** This Technical Proposal contains no price information.
- (k) **State-owned enterprise:** [select and delete one] We are not a state-owned enterprise or institution / We are a state-owned enterprise or institution but meet the requirements of the Bidding Document.
- (l) **Binding contract:** We understand that this Bid, together with your written acceptance in your Letter of Acceptance, shall constitute a binding contract between us until a formal Contract is prepared and executed.
- (m) **Not bound to accept:** We understand that you are not bound to accept the Most Advantageous Bid or any other Bid you may receive.
- (n) **Fraud and corruption:** We certify that we have taken steps to ensure that no person acting for us or on our behalf engages in any corrupt, fraudulent, collusive, coercive or obstructive practice; and our price did not involve agreement with other Bidders for the purpose of Bid suppression.
- (o) **Appointing Authority:** We confirm the Appointing Authority named in SCC 23 for the appointment of the Arbitrator, where required by ITB 45.1.

Name of the Bidder (1): _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder (2): _____

Title of the person signing the Bid: _____

Signature of the person named above: _____

Date signed: _____

(1) In the case of a Bid submitted by a Joint Venture, specify the name of the Joint Venture as Bidder. (2) The person signing the Bid shall have the Power of Attorney given by the Bidder, attached to the Technical Proposal.

FORM 2: LETTER OF BID – FINANCIAL PROPOSAL

[Place this Letter of Bid in the second envelope marked "FINANCIAL PROPOSAL", on the Bidder's letterhead.]

Date: _____ Bid No.: CMBA-1(23)/T/2026 To: Director, Livestock, Dairy Development & Poultry Production, Government of Gilgit-Baltistan

We, the undersigned Bidder, hereby submit the second part of our Bid, the Financial Proposal, and make the following additional declarations:

- (a) **Bid validity:** Our Bid shall be valid for the period specified in BDS 19 from the deadline in BDS 26 and shall remain binding upon us.
- (b) **Total price:** The total price of our Bid, excluding any discount in (c), is: **Lot 1:** PKR _____ (in words: _____); **Lot 2:** PKR _____ (in words: _____); **both Lots:** PKR _____ (in words: _____). Prices are in Pakistani Rupees, delivered to the Livestock Farm, Konodas, Gilgit, inclusive of all costs, duties and taxes, and are fixed.
- (c) **Discount for award of both Lots (if any):** _____ (specify amount or percentage and exact method of application).
- (d) **Commissions, gratuities and fees:** We have paid, or will pay, the following commissions, gratuities or fees with respect to the bidding process or execution of the Contract: Name of recipient / Address / Reason / Amount: _____ (if none, state "none").
- (e) **Binding contract:** We understand that this Bid, together with your written acceptance in the Letter of Acceptance, shall constitute a binding contract until a formal Contract is prepared and executed.

Name of the Bidder (1): _____

Name of the person duly authorized to sign the Bid on behalf of the Bidder (2): _____

Title of the person signing the Bid: _____

Signature of the person named above: _____

Date signed: _____

(1) In the case of a Bid submitted by a Joint Venture, specify the name of the Joint Venture as Bidder. (2) The person signing the Bid shall have the Power of Attorney given by the Bidder, attached to the Technical Proposal.

FORM 3: BIDDER INFORMATION FORM

1. Bidder's legal name	
2. In case of JV, legal name of each member	
3. Country of registration	
4. Year of registration	
5. Legal address in country of registration	
6. Authorized representative: name, address, telephone, e-mail, CNIC	
7. Attached are copies of: ☐ registration/incorporation documents ☐ JV agreement (if JV) ☐ evidence that the Bidder is not under the supervision of the Procuring Agency	
8. Organizational chart, list of directors/office-bearers and beneficial ownership attached	☐ Yes

FORM 4: BIDDER'S JV MEMBERS INFORMATION FORM

[To be completed for each member of a Joint Venture.]

1. Bidder's (JV) name	
2. JV member's legal name	
3. Role: ☐ Lead Member ☐ Member	
4. Country and year of registration	
5. Legal address	
6. Authorized representative: name, address, telephone, e-mail	
7. Share of work to be performed by this member; share of experience and turnover claimed (%)	
8. Attached: registration documents; Power of Attorney; organizational chart; directors and beneficial ownership	☐

FORM 5: TECHNICAL OFFER – SPECIFICATION COMPLIANCE STATEMENT

[Complete one statement for each Item bid for. Statements such as “complied” without particulars are not sufficient: state what is offered. Any deviation must be stated; a deviation from a mandatory parameter is a material deviation.]

Lot / Item: ☐ 1 ☐ 2mj sf,k, Quantity offered: _____ Source country: _____

Parameter (Section V, Part C)	Required	Offered (particulars)	Complies Y/N; deviation
Breed and registration	Pure Jersey; herd-book registered; pedigree certificate		
Age at shipment	15–22 months		
Genetic merit	Top 50% of breed; genomic and DNA reports		
Dam's production	≥ 6,000 litres / 305 days		
Sire / breeding	Proven pure Jersey sire (Item 1); AI certificate		
Pregnancy / breeding soundness	As per Section V, Part C		
Weight at shipment	≥ 300 kg / ≥ 400 kg / ≥ 250 kg		
Genetic defects	Non-carrier		
Physical condition	Free from defects and deformities		
Identification	Tag/microchip matching documents		
Origin and residence	Born and raised / ≥ 6 months resident		
Health status and tests	Import permit; Section V, Part D		
Delivery period	≤ 120 days from Commencement Date		
Warranty and replacement	As per GCC 18 and SCC 16		

We undertake to furnish the documents listed in Section V, Part K, and to comply with Section V in full.

Signature, name, designation and seal: _____

FORM 6: SOURCE DECLARATION AND SUPPLIER COMMITMENT

1. Proposed source country (approved country, BDS 6)	
2. Proposed exporting breeder(s) / exporter(s): name, address, registration, herd-book / society membership	
3. Pre-export quarantine facility (name, location, approval by competent authority)	
4. Evidence attached: letter of intent / proforma invoice / supply agreement from the exporter(s), stating quantities by Item	☐
5. Proposed mode of shipment, carrier, route and port/airport of entry in Pakistan	
6. Proposed quarantine arrangements in Pakistan; inland transport arrangements	
7. Proposed insurer and cover	
8. Other service providers to be used (freight forwarder, clearing agent, laboratories, veterinarians)	
9. Methodology and Work Plan (≤ 10 pages) attached, with delivery schedule	☐

We confirm that the above arrangements are made in good faith, that the exporter(s) named can meet the specification and the conditions of the Pakistan import permit, and that we remain solely responsible to the Procuring Agency for the performance of all of them.

Signature, name, designation and seal: _____

FORM 7: QUALIFICATION INFORMATION

[To be completed by the Bidder and, for a JV, by each member for the items stated in BDS 3.]

7-A: Experience Statement – shipments of pedigree cattle in the last five (5) years

No.	Date of shipment	Breed and number of head	Origin and destination country	Client / consignee and contact	Contract value	Documents attached (contract, invoice, B/L or AWB, permit, client certificate)
1						
2						
3						

Total head in qualifying shipments: _____. Years of experience in importing pedigree breeding cattle: _____.

7-B: Key Personnel (minimum five full-time professionals, including one registered veterinarian)

No.	Name	Position / discipline	Qualification and registration no. (PVMC for veterinarian)	Years of experience	Employed since
1					
2					
3					
4					
5					

7-C: Financial Standing

Item	FY ____	FY ____	FY ____
Annual turnover (PKR)			
Profit / (loss) after tax (PKR)			
Evidence attached (audited statements / tax returns)	☐	☐	☐

Liquid assets / credit facility available: PKR _____ with bank certificate attached ☐. Banks that may provide references: _____.

7-D: Litigation and Past Performance

Information regarding any litigation, arbitration or contract termination for default in the last five (5) years:
Other party / Cause of dispute / Outcome / Amount: _____ (if none, state "none").

We, the undersigned, declare that the information in and attached to this Form is true and accurate as of the date of Bid submission.

Authorized signature, name and title: _____

FORM 8: DECLARATIONS

8-A: Non-Blacklisting Affidavit (on stamp paper, notarized)

I, _____ s/o _____, CNIC _____, in my capacity as _____ of _____ (the "Bidder"), do hereby solemnly affirm and declare that: (1) the Bidder is not currently blacklisted or debarred by any government, semi-government or autonomous department or organization in Pakistan or abroad, or by any international organization; (2) no proceedings for blacklisting are pending against the Bidder to my knowledge; (3) the Bidder has not been convicted by a final judgment of any offence involving professional conduct, and is not bankrupt or insolvent; and (4) the information furnished in the Bid is true and correct. I understand that any false statement shall entitle the Procuring Agency to reject the Bid, forfeit the Bid Security and initiate blacklisting proceedings.

Deponent: _____

Verification and notarization: _____

8-B: Declaration on Fraud, Corruption and Conflict of Interest

We declare that (1) we have not engaged and will not engage in any corrupt, fraudulent, collusive, coercive or obstructive practice in connection with this procurement or the Contract; (2) we have no conflict of interest within ITB 3.7 and have not been associated with any firm engaged by the Procuring Agency to prepare these Bidding Documents; (3) no official or employee of the Procuring Agency has any interest in our firm; and (4) we have disclosed all commissions, fees and brokerage paid or payable in connection with this Bid.

Authorized signature, name, designation and seal: _____

FORM 9: PRICE SCHEDULE (FINANCIAL PROPOSAL)

[Complete one Price Schedule for each Lot bid for. Prices in PKR, delivered to the Livestock Farm, Konodas, Gilgit, inclusive of all duties and taxes. Unit price per head prevails over total in case of discrepancy (ITB 31).]

Bidder: _____ Bid No. CMBA-1(23)/T/2026 Lot No.: ☐ 1 ☐ 2 Country of origin: _____
 _____ Page ____ of ____

Table 1 – Cost build-up per head (complete separately for Item 1 / 2A / 2B)

Ref.	Cost component	Unit	Quantity (head)	Unit price (PKR)	Total (PKR)
Part A – Source and international leg					
A1	Price of animals (purchase, registration, pedigree, genomic and DNA reports)	Head			
A2	Pre-export isolation/quarantine, testing, vaccination and certification	Head			
A3	International freight, handling, feed and insurance	Head			
A4	Any other cost (specify)	Head			
	Total Part A				
Part B – Pakistan leg, delivered to Konodas					
B1	Import clearance, port charges and quarantine in Pakistan	Head			
B2	Customs duties, sales tax, withholding/income tax and other taxes and levies	Head			
B3	Inland transport and veterinary escort to Gilgit-Baltistan	Head			
B4	Post-arrival isolation support, veterinary supervision, transitional feed supplement, acclimatization and prophylaxis	Head			
B5	Any other cost (specify)	Head			
	Total Part B				
	Delivered price for the Item (Part A + Part B)				

Table 2 – Summary for the Lot

Item	Description	Quantity	Delivered unit price (PKR)	Total price (PKR)
1 / 2A / 2B				
	Total price for the Lot			

Total price of the Lot in words: _____ PKR only.

Name of Bidder: _____ Signature: _____ Date: _____

FORM 10: BID SECURITY

10-A: Call Deposit Receipt (CDR)

The Bid Security in the form of a Call Deposit Receipt shall be (a) issued by a scheduled bank in Pakistan; (b) in favour of the payee stated in BDS 21; (c) for the fixed amount stated in BDS 20 for each Lot bid for; (d) valid for not less than twenty-eight (28) days beyond the Bid validity period; and (e) submitted in original in the Technical Proposal. The Bidder's name shall appear on the instrument or on the accompanying bank letter.

10-B: Form of Bank Guarantee (Bid Security)

[The bank shall fill in this form in accordance with the instructions indicated.]

Beneficiary: Director, Livestock, Dairy Development & Poultry Production, Government of Gilgit-Baltistan, Hospital Road, Gilgit. Bid No.: CMBA-1(23)/T/2026 Guarantee No.: _____ Date: _____

We have been informed that [name of Bidder or JV] (the "Applicant") has submitted or will submit to the Beneficiary its Bid for [Lot 1 / Lot 2 / both Lots] under the above Bid No., and that, according to the Beneficiary's conditions, Bids must be supported by a Bid guarantee.

At the request of the Applicant, we, [name of bank, scheduled bank in Pakistan], irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total PKR _____ (in words: _____), upon receipt of the Beneficiary's first written demand stating that the Applicant: (a) has withdrawn its Bid during the Bid validity period or any extension thereof; (b) has not accepted the correction of arithmetic errors under ITB 31.2; or (c) having been notified of the acceptance of its Bid during the Bid validity period, has failed to sign the Contract or to furnish the Performance Security in accordance with the Instructions to Bidders.

This guarantee will expire: (i) if the Applicant is the successful Bidder, upon our receipt of copies of the Contract signed by the Applicant and the Performance Security; or (ii) if the Applicant is not the successful Bidder, upon the earlier of our receipt of a copy of the Beneficiary's notification of the result of the bidding, or twenty-eight (28) days after the end of the Bid validity period. Any demand must be received by us on or before that date.

Signature(s), name, designation and seal of the Bank: _____

FORM 11: REQUEST FOR BIDDING DOCUMENTS (OPTIONAL)

[Use of this form is optional. The Bidding Documents are available free of cost on the websites in Clause 6 of the Invitation to Bids, and submission of this form is not a condition for submitting a Bid.]

Date: _____ To: The Director, Livestock, Dairy Development & Poultry Production, Government of Gilgit-Baltistan, Hospital Road, Gilgit.

Subject: **Request for issuance of Bidding Documents – Procurement, Import & Transportation of Registered Pedigree Certified Jersey Cattle from Source Country to Gilgit-Baltistan, Bid No. CMBA-1(23)/T/2026** ☐ Lot 1 ☐ Lot 2

We, [Company name], a duly registered firm under the laws of Pakistan, request the issuance of the Bidding Documents and authorize our representative [Name], CNIC No. [____], to collect them on our behalf.

Signature, name and designation: _____

PART B – CONDITIONS OF CONTRACT AND CONTRACT FORMS

SECTION VII: GENERAL CONDITIONS OF CONTRACT (GCC)

Note

The GCC follow the PPRA SBD and are used without modification of substance. Livestock-specific provisions are in the Special Conditions of Contract (Section VIII), which prevail over the GCC. Clauses not relevant to live animals are retained and marked “Not applicable”.

1. DEFINITIONS

1.1 The following words and expressions have the meanings assigned to them:

- (a) “Authority” means the Gilgit-Baltistan Public Procurement Regulatory Authority.
- (b) “Arbitrator” means the person appointed by mutual consent of both parties to resolve contractual disputes under GCC 31.
- (c) “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, appendices and documents incorporated by reference.
- (d) “Commencement Date” is the date when the Supplier shall commence execution of the Contract, as specified in the SCC.
- (e) “Completion” means the fulfilment of the Related Services and of the Supplier’s obligations in accordance with the Contract.
- (f) “Country of Origin” means the country in which the animals were born and raised, being an approved source country under the Bidding Documents.
- (g) “Contract Price” is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the Contract.
- (h) “Defective Goods” are animals that are below the standards, requirements or specifications of the Contract, or are diseased, injured, non-pregnant (where pregnancy is required) or otherwise unfit.
- (i) “Delivery” means arrival of the animals at the Delivery Point and their Provisional Acceptance.
- (j) “Effective Contract Date” is the date shown in the Certificate of Contract Commencement issued under GCC 3.
- (k) “Procuring Agency” means the person named as such in the SCC and its legal successors.
- (l) “Related Services” means services ancillary to the supply of the Goods, such as selection, pre-export isolation and testing, certification, shipment, insurance, import clearance, quarantine, inland transport, isolation, observation, acclimatization and prophylaxis, and other incidental services.
- (m) “GCC” means these General Conditions of Contract. (n) “Intended Delivery Date” is the date by which delivery is to be effected, as specified in the SCC. (o) “SCC” means the Special Conditions of Contract.
- (p) “Supplier” means the person or entity whose Bid has been accepted and who is named as such in the Contract Agreement, including its legal successors and permitted assigns.
- (q) “Project Name” means the name stated in the SCC. (r) “Day” means calendar day. (s) “Eligible Country” means a country eligible under the Bidding Documents and the policy of the Federal Government. (t) “End User” means the farm or organization where the animals will be used, as named in the SCC.
- (u) “Provisional Acceptance”, “Final Acceptance”, “Isolation and Observation Period” and “Warranty Period” have the meanings in Section V and the SCC.
- (v) “Force Majeure” means an event beyond the reasonable control of a Party, not foreseeable, unavoidable and not due to the negligence or lack of care of that Party, which makes performance of its obligations impossible or so impractical as to be considered impossible in the circumstances, and includes war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics or other adverse weather conditions, strikes, lockouts or other industrial

action (except where within the power of the Party invoking it to prevent), and confiscation or any other action by government agencies.

- (w) "Specification" means the specification of the Goods and incidental services in the Contract and any modification made or approved by the Procuring Agency. (x) "Bid" means the completed Bid submitted by the Supplier.

2. APPLICATION AND INTERPRETATION

- 2.1 These General Conditions apply to the extent that they are not superseded by other parts of the Contract.
- 2.2 Headings and marginal notes are for convenience only; singular includes plural and vice versa; masculine includes feminine; words have their ordinary meaning unless specifically defined.
- 2.3 The Contract documents shall be interpreted in the following order of priority: (1) Form of Contract; (2) Special Conditions of Contract; (3) General Conditions of Contract; (4) Letter of Acceptance; (5) Certificate of Contract Commencement; (6) Specifications (Section V); (7) the Supplier's Bid; and (8) any other document listed in the SCC.

3. CONDITIONS PRECEDENT

- 3.1 Having signed the Contract, it shall come into effect on the date on which the following conditions have been satisfied: (a) submission of the Performance Security in the form specified in the SCC; and (b) submission of the Integrity Pact. (Advance-payment guarantee: not applicable.)
- 3.2 If the conditions in GCC 3.1 are not met by the date specified in the SCC, the Contract shall not come into effect.
- 3.3 If the Procuring Agency is satisfied that the conditions precedent are met, it shall promptly issue a Certificate of Contract Commencement confirming the start date.

4. GOVERNING LANGUAGE

- 4.1 The Contract and all correspondence and documents shall be in the language specified in the SCC; that version governs interpretation.

5. APPLICABLE LAW

- 5.1 The Contract shall be governed and interpreted in accordance with the laws of Pakistan applicable in Gilgit-Baltistan, unless otherwise specified in the SCC.

6. COUNTRY OF ORIGIN

- 6.1 The origin of the Goods and Services may be distinct from the nationality of the Supplier.

7. STANDARDS

- 7.1 The Goods supplied shall conform to the standards in the Technical Specifications, and, where none is mentioned, to the relevant WOH, Pakistani and internationally recognized standards, in the latest edition.

8. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION AND AUDIT BY THE GOVERNMENT

- 8.1 The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract or any provision, specification, plan or information furnished by or on behalf of the Procuring Agency to any person other than a person employed by the Supplier in performance of the Contract, and then only in confidence and as far as necessary.
- 8.2 The Supplier shall not, without prior written consent, use any such document or information except for performing the Contract.
- 8.3 Any such document, other than the Contract itself, remains the property of the Procuring Agency and shall be returned on completion if so required.
- 8.4 The Supplier shall permit the Government to inspect its accounts and records relating to the performance of the Contract and to have them audited by auditors appointed by the Government, if so required.

9. PATENT AND COPYRIGHTS

- 9.1 The Supplier shall indemnify the Procuring Agency against third-party claims of infringement of patent, trademark, industrial-design or breed-society rights arising from the use of the Goods or any part thereof in Pakistan.

- 9.2 The rights in all drawings, documents and other materials furnished by the Supplier remain vested in the Supplier or the relevant third party.

10. PERFORMANCE SECURITY (OR GUARANTEE)

- 10.1 The Performance Security shall be provided to the Procuring Agency no later than the date specified in the Letter of Acceptance, in an amount and form and by a bank or surety acceptable to the Procuring Agency, as specified in the SCC.
- 10.2 The proceeds of the Performance Security shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 10.3 The Performance Security shall be in one of the forms stated in ITB 43.2 and BDS 37.
- 10.4 The Performance Security will be discharged and returned to the Supplier not later than thirty (30) days following completion of the Supplier's performance obligations, including warranty obligations, unless otherwise specified in the SCC.

11. INSPECTIONS AND TESTS

- 11.1 The Procuring Agency or its representative has the right to inspect and test the Goods to confirm their conformity to the Specifications. The SCC and Section V specify the inspections and tests, and the Procuring Agency shall notify the Supplier in writing of the identity of any representatives retained for this purpose.
- 11.2 Inspections and tests may be conducted on the premises of the Supplier, its exporter or sub-contractor, at the point of entry, at the point of delivery and/or at the Goods' final destination. The Supplier shall furnish all reasonable facilities and assistance, including access to animals, facilities, records and data, at no charge to the Procuring Agency.
- 11.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject them, and the Supplier shall replace the rejected Goods to meet the specification at no cost to the Procuring Agency.
- 11.4 The Procuring Agency's right to inspect, test and reject the Goods after their arrival in Pakistan or Gilgit-Baltistan shall in no way be limited by their having previously been inspected, tested and passed before shipment.
- 11.5 Nothing in this clause releases the Supplier from any warranty or other obligation under the Contract.

12. PACKING

- 12.1 The Supplier shall provide such packing (conveyance, crating, penning, bedding, feed and water arrangements) as is required to prevent injury, stress, damage or deterioration of the animals during transit to their final destination, sufficient to withstand rough handling and exposure to extreme temperatures, and taking into account the remoteness of the destination.
- 12.2 Packing, marking and documentation shall comply with the special requirements in the Contract, including those in the SCC, and any subsequent instructions of the Procuring Agency.

13. DELIVERY AND DOCUMENTS

- 13.1 Delivery shall be made by the Supplier in accordance with the Schedule of Requirements. The details of shipping and other documents to be furnished are specified in the SCC.
- 13.2 Trade terms such as "DDP", "CIF", "CIP" and "FCA" have the meanings assigned by the current edition of the Incoterms published by the International Chamber of Commerce, Paris, subject to the SCC on title and risk.
- 13.3 Documents to be submitted by the Supplier are specified in the SCC and Section V, Part K.

14. INSURANCE

- 14.1 The Goods shall be fully insured in a freely convertible currency against loss, damage, injury and mortality incidental to acquisition, transportation, storage and delivery, in the manner specified in the SCC.

15. TRANSPORTATION

- 15.1–15.3 Transport of the Goods to the Delivery Point, including international carriage, port handling, inland carriage, insurance and storage, shall be arranged and paid for by the Supplier, and the cost shall be included in the Contract Price.

16. RELATED SERVICES

- 16.1 The Supplier shall provide the Related Services specified in the SCC and Section V, including post-arrival isolation, veterinary supervision, acclimatization and prophylaxis. Items (a)–(e) of the SBD (assembly, tools, manuals, maintenance, training) are not applicable.
- 16.2 Prices charged by the Supplier for Related Services, if not included in the Contract Price, shall be agreed in advance and shall not exceed the prevailing rates charged to other parties for similar services.

17. SPARE PARTS

- 17.1 **Not applicable.**

18. WARRANTY / DEFECT LIABILITY PERIOD

- 18.1 The Supplier warrants that the animals supplied conform to the Specification, are of the stated breed, registration, age, genetic merit and pregnancy status, are free from disease and defect, and are fit for breeding in the conditions prevailing in Gilgit-Baltistan.
- 18.2 This warranty remains valid for the Warranty Period specified in the SCC after Final Acceptance.
- 18.3 The Procuring Agency shall promptly notify the Supplier in writing of any claim arising under the warranty.
- 18.4 Upon receipt of notice, the Supplier shall, within the period specified in the SCC and with all reasonable speed, replace the defective animal, without cost to the Procuring Agency, including the cost of shipment, quarantine and inland delivery of the replacement.
- 18.5 If the Supplier, having been notified, fails to remedy the defect within the period specified in the SCC, the Procuring Agency may take such remedial action as is necessary, at the Supplier's risk and expense and without prejudice to other rights, including deduction from or encashment of the Performance Security.

19. PAYMENT

- 19.1 The method and conditions of payment are specified in the SCC.
- 19.2 The Supplier's request for payment shall be made in writing, accompanied by an invoice describing the Goods delivered and Services performed, by the documents required under GCC 13, and by the Final Acceptance Certificate.
- 19.3 Payment shall be made promptly by the Procuring Agency and in any case within the period specified in the SCC (not exceeding sixty (60) days after submission of a complete invoice). If the Procuring Agency makes a late payment, the Supplier shall be paid interest at the rate specified in the SCC from the due date until payment.
- 19.4–19.5 Payment shall be made in Pakistani Rupees.

20. PRICES

- 20.1 The Contract Price shall be as specified in the Contract Agreement, subject to any additions and adjustments or deductions made under the Contract.
- 20.2 Prices charged for Goods delivered and Services performed shall not vary from the prices quoted in the Bid, except for adjustments authorized in the SCC or in a Bid-validity extension request.

21. CHANGE ORDERS

- 21.1 The Procuring Agency may at any time, by written order given under GCC 22, make changes within the general scope of the Contract in the method of shipment or packing, the place of delivery, and/or the Services to be provided.
- 21.2 If any such change causes an increase or decrease in the cost of, or the time required for, performance, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both. Any claim by the Supplier must be asserted within thirty (30) days of receipt of the change order.
- 21.3 Prices for any related services not included in the Contract shall be agreed in advance and shall not exceed prevailing rates charged by the Supplier to other parties.

22. CONTRACT AMENDMENTS

- 22.1 Subject to GCC 21, no variation or modification of the Contract shall be made except by written amendment signed by the parties.

23. ASSIGNMENT

- 23.1 Neither party shall assign, in whole or in part, its obligations under the Contract except with the prior written consent of the other party.

24. SUB-CONTRACTS

- 24.1 The Supplier shall consult the Procuring Agency in the event of sub-contracting if not already specified in the Bid. Sub-contracting is subject to the SCC, and shall not alter the Supplier's obligations.
- 24.2 Sub-contracts shall comply with GCC 5.

25. DELAYS IN THE SUPPLIER'S PERFORMANCE

- 25.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule in the Schedule of Requirements.
- 25.2 If the Supplier encounters conditions impeding timely delivery, it shall promptly notify the Procuring Agency in writing of the delay, its likely duration and its causes. As soon as practicable, the Procuring Agency shall evaluate the situation and may at its discretion extend the time for performance, with or without liquidated damages, by amendment of the Contract.
- 25.3 Except as provided under GCC 28, a delay by the Supplier shall render it liable to liquidated damages under GCC 26, unless an extension is agreed under GCC 25.2 without liquidated damages.

26. LIQUIDATED DAMAGES

- 26.1 Subject to GCC 28, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified, the Procuring Agency shall, without prejudice to its other remedies, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the price of the delayed Goods or unperformed Services for each day of delay until actual delivery or performance, up to the maximum deduction specified in the SCC. Once the maximum is reached, the Procuring Agency may consider termination under GCC 27.

27. TERMINATION FOR DEFAULT

- 27.1 The Procuring Agency or the Supplier, without prejudice to any other remedy, may by written notice of default terminate the Contract if the other party causes a fundamental breach.
- 27.2 Fundamental breaches include, but are not limited to: (a) the Supplier fails to deliver any or all of the Goods within the period(s) specified or any extension granted under GCC 25; (b) the Supplier fails to perform any other obligation; (c) failure to submit the Performance Security within the time stipulated; (d) the Supplier abandons or repudiates the Contract; (e) either party is declared bankrupt or goes into liquidation other than for reconstruction or amalgamation; (f) payment is not made by the Procuring Agency after eighty-four (84) days from the due date; (g) delivery of Goods with a defect which the Supplier fails to correct within a reasonable period after notice; (h) the Procuring Agency determines, on reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices in competing for or executing the Contract; and (i) mis-identification or substitution of animals, or repeated delivery of non-conforming animals.
- 27.3 "Corrupt and fraudulent practice" has the meaning given in the Rules.
- 27.4 If the Procuring Agency terminates the Contract in whole or in part, it may procure, on such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable for any excess costs. The Supplier shall continue performance to the extent not terminated. The Procuring Agency may also blacklist the Supplier under the Rules and encash the Performance Security.

28. TERMINATION FOR FORCE MAJEURE

- 28.1 Notwithstanding GCC 25, 26 and 27, neither party shall have any liability or be in breach of the Contract for any delay or failure in performance that results from an event of Force Majeure.
- 28.2 A party prevented from performing its substantial obligations by Force Majeure shall give notice to the other, with full particulars and evidence, within seven (7) days of the event. Unless otherwise directed, the Supplier shall continue to perform as far as reasonably practical and seek all reasonable alternative means of performance not prevented by the event. The time for performance shall be extended by the period of the event.
- 28.3 The SCC specifies the events that are, and are not, treated as Force Majeure for this Contract, and the consequence where the event continues beyond the period stated in the SCC.

29. TERMINATION FOR INSOLVENCY

- 29.1 The Procuring Agency may at any time terminate the Contract by written notice if the Supplier becomes bankrupt or otherwise insolvent, without compensation to the Supplier, provided termination does not prejudice any right or remedy that has accrued or will accrue to the Procuring Agency.

30. TERMINATION FOR CONVENIENCE

- 30.1 The Procuring Agency, by written notice to the Supplier, may terminate the Contract in whole or in part at any time for its convenience, specifying the date upon which termination becomes effective.
- 30.2 Animals that are already shipped, or are complete and ready for shipment, within thirty (30) days after the Supplier's receipt of the notice, and that conform to the Specification, shall be accepted at the Contract terms and price. For the remaining Goods the Procuring Agency may elect (a) to have any portion completed and delivered at the Contract terms and prices; and/or (b) to cancel the remainder and pay the Supplier an agreed amount for the reasonable, documented costs of work in progress and materials previously procured.

31. DISPUTES RESOLUTION

- 31.1 In the event of any dispute arising out of the Contract, either party shall issue a notice of dispute to settle it amicably. The parties shall, within twenty-eight (28) days of the notice, use their best efforts to settle the dispute through mutual consultation and negotiation. Any unresolved dispute may be referred by either party to an Arbitrator appointed by mutual consent.
- 31.2 After referral, the Arbitrator shall give a decision within thirty (30) days or such other period as the parties may propose. The decision is binding on the parties.

32. PROCEDURE FOR DISPUTES RESOLUTION

- 32.1–32.3 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named, and in the place shown, in the SCC. The Arbitrator's fees and the administrative costs shall be borne equally by the parties; each party shall bear its own costs and expenses.

33. REPLACEMENT OF ARBITRATOR

- 33.1 Should the Arbitrator resign or die, or should the parties agree that the Arbitrator is not functioning in accordance with the Contract, a new Arbitrator shall be appointed by mutual consent.

34. LIMITATION OF LIABILITY

- 34.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement under GCC 9: (a) the Supplier shall not be liable to the Procuring Agency, whether in contract, tort or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production or loss of profits or interest costs, provided that this exclusion does not apply to the Supplier's obligation to pay liquidated damages; and (b) the aggregate liability of the Supplier to the Procuring Agency shall not exceed the total Contract Price, provided that this limitation does not apply to the cost of replacing defective animals or to any indemnity under GCC 9.

35. NOTICES

- 35.1 Any notice given by one party to the other shall be sent in writing, or in electronic form that provides a record of its content, and confirmed in writing to the other party's address specified in the SCC.
- 35.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

36. TAXES AND DUTIES

- 36.1 A foreign Supplier shall be entirely responsible for all taxes, stamp duties, licence fees and other levies imposed outside Pakistan.
- 36.2 If any tax exemption, reduction, allowance or privilege may be available to the Supplier in Pakistan, the Procuring Agency shall use its best efforts to enable the Supplier to benefit to the maximum allowable extent.
- 36.3 A local Supplier shall be entirely responsible for all taxes, duties, licence fees and other levies incurred until delivery of the Goods to the Procuring Agency, including customs duties, sales tax and withholding taxes on importation.

SECTION VIII: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following SCC supplement the GCC. Whenever there is a conflict, the provisions herein prevail over the GCC. The corresponding GCC clause is indicated.

No.	GCC Ref.	Amendments of, and Supplements to, Clauses in the GCC
1	GCC 1.1(k)	The Procuring Agency is: Directorate of Livestock, Dairy Development & Poultry Production, Government of Gilgit-Baltistan, Hospital Road, Gilgit.
2	GCC 1.1(p)	The Supplier is: [name and address of the successful Bidder].
3	GCC 1.1(q)	Project / title: Procurement, Import & Transportation of Registered Pedigree Certified Jersey Cattle from Source Country to Gilgit-Baltistan, Bid No. CMBA-1(23)/T/2026 – Lot [1 / 2]. End User: Livestock Farm, Konodas, Gilgit.
4	GCC 1.1	Additional definitions. • "Commencement Date" is the date stated in the Certificate of Contract Commencement, which the Procuring Agency shall issue within three (3) working days after the Contract and Integrity Pact are signed and the Performance Security is furnished. • "Intended Delivery Date" is the date falling one hundred and twenty (120) days after the Commencement Date. • "Provisional Acceptance" and "Final Acceptance" are the stages 3 and 4 in Section V, Part J, evidenced by the certificates in Section IX. • "Isolation and Observation Period" means [thirty (30)] days from Provisional Acceptance of the relevant animals. • "Warranty Period" means [ninety (90)] days from Final Acceptance of the relevant animals.
5	GCC 4.1	The governing language shall be English .
6	GCC 5.1	The applicable law shall be the laws of Pakistan as applicable in Gilgit-Baltistan. Courts at Gilgit shall have jurisdiction in matters not referred to arbitration.
7	GCC 10.1	Performance Security: ten percent (10%) of the Contract Price of each Lot, in Pakistani Rupees, in the form stated in BDS 37, furnished within fourteen (14) days of receipt of the Letter of Acceptance. If it is not furnished, the Contract shall not come into effect (GCC 3.2) and ITB 43.3 applies.
8	GCC 10.4	The Performance Security shall remain valid until thirty (30) days after the expiry of the Warranty Period of the last animals accepted in the Lot, and shall be discharged within that period if the Supplier has fulfilled all obligations, including replacement under SCC 16.
9	GCC 11.1	Inspections and tests: as set out in Section V, Part J (pre-shipment verification, port-of-entry inspection, arrival inspection and Provisional Acceptance, Final Acceptance). The Supplier shall give the Procuring Agency's inspection team free access to the animals, facilities, quarantine premises and records at source and shall provide local assistance at no charge. Travel and subsistence costs of the Procuring Agency's inspection team abroad shall be borne by the procuring agency. DNA verification under Section V, Part J shall be at the cost stated there.
10	GCC 12.2	Packing / conveyance shall comply with Section V, Part F, and the WOH and IATA standards stated there.
11	GCC 13.1, 13.3	Delivery documents: the documents listed in Section V, Part K. Upon departure from the source, the Supplier shall notify the Procuring Agency in writing within twenty-four (24) hours with details of the shipment (number of animals, vessel or flight, route, departure date, estimated arrival). The documents marked * in Section V, Part K shall be received by the Procuring Agency at least seven (7) days before arrival at the port of entry; if not received, the Supplier shall be responsible for any consequent expenses.
12	GCC 14.1	Insurance in an amount equal to 110% of the Contract value of the animals, "all risks including mortality", from loading at the source until at least Provisional Acceptance, with a copy of the policy/certificate furnished before shipment. Insurance does not limit the Supplier's liability.
13	GCC 13.2	Title and risk. Notwithstanding the Incoterms used for price basis, the risk of loss, death, injury or disease of the animals remains with the Supplier until Final Acceptance , except where caused by negligent handling by the Procuring Agency. Title passes to the Procuring Agency on Final Acceptance.

No.	GCC Ref.	Amendments of, and Supplements to, Clauses in the GCC
14	GCC 16.1	Related Services to be provided: selection and purchase; pre-export isolation, testing, vaccination and certification; export documentation; shipment; import permit, clearance and quarantine; inland transport and escort; post-arrival isolation support, veterinary supervision and transitional feed supplement for the Isolation and Observation Period; acclimatization and prophylaxis plan (Section V, Part H). The price of these services is included in the Contract Price.
15	GCC 17	Not applicable.
16	GCC 18.2, 18.4, 18.5	Warranty and replacement. The Warranty Period is as defined in SCC 4. An animal is defective if, before Final Acceptance or within the Warranty Period: it dies; it is found non-pregnant where pregnancy is required (Item 1) or aborts from an infectious or pre-existing cause; it has a disease or defect that existed at shipment or arises from transport, quarantine or import; it fails a breeding soundness examination; it does not conform to the specification or documents; or its identity or parentage does not match its documents. The Supplier shall replace a defective animal, at its cost, with a conforming animal of equal or better genetic merit within one hundred and twenty (120) days of notice, bearing all costs of shipment, quarantine and delivery. The replacement animal is subject to the same inspection and acceptance procedure and carries a fresh Warranty Period from its Final Acceptance. At the election of the Procuring Agency, instead of replacement the Contract Price of the animal may be deducted or refunded. The cause shall be determined by a veterinarian appointed by the Procuring Agency, with post-mortem and laboratory examination where appropriate. This SCC does not apply where the loss is caused by negligent handling by the Procuring Agency.
17	GCC 28; ITB 4.1	Import permit and regulatory conditions. The Supplier shall apply for the import permit from the Animal Quarantine Department within seven (7) days of the Commencement Date, shall comply with all conditions of the permit and of Pakistan's animal-health, customs and quarantine laws, and bears the risk of delay or refusal caused by its own act or omission. The Procuring Agency will furnish, on request, supporting letters required for the permit. If, after the Commencement Date, the import of live cattle from the source country is prohibited or suspended by the Government of Pakistan or the exporting country (including by reason of a disease outbreak), the Supplier shall promptly notify the Procuring Agency and may propose an alternative approved source country with the same specification and without any increase in price ; a change of source requires the written approval of the Procuring Agency. If no alternative is available, GCC 28 and SCC 24 apply.
18	GCC 19.1	Payment. 30% of payment of contract value as mobilization advance will be against irrevocable bank guarantee to be furnished by the successful bidder in the name of Director Livestock, Dairy development Gilgit-Baltistan, within thirty (30) days of submission of the Supplier's invoice. Final payment will be made through the Accounts Office, Government of Gilgit-Baltistan, after (i) the Final Acceptance Certificate, and (ii) the documents required under SCC 11. No payment will be made for animals that die, rejected, or do not arrive alive and healthy; replacement animals are paid for after their own Final Acceptance. Liquidated damages and other amounts due to the Procuring Agency may be deducted. Payment is subject to the admissible rules of the Government of Gilgit-Baltistan and the withholding of applicable taxes at source.
19	GCC 19.3	Interest on late payment (payment not made within the period in GCC 19.3): [] percent per annum. [Department to insert rate.]
20	GCC 20	Prices are fixed. No price adjustment applies.
21	GCC 24	As stated in BDS 5: sub-contracting of the Contract as a whole, or of the selection, sourcing and supply of the animals, is not allowed; disclosed service providers (exporter, carriers, forwarders, insurers, clearing agents, laboratories, veterinarians, local transporters) are permitted, and the Supplier remains fully responsible for them.
22	GCC 26.1	Liquidated damages: 0.1% (zero point one percent) of the Contract Price of the delayed or undelivered animals for each day of delay, up to a maximum of ten percent (10%) of the Contract Price of the Lot (equal to the Performance Security). An animal that is rejected is treated as undelivered until a conforming replacement is delivered.
23	GCC 31–32	Dispute resolution (contracts with nationals of Pakistan): (1) the parties shall seek to resolve any dispute by good-faith negotiation within seven (7) days of a notice; (2) failing which, by mediation by a mediator appointed by mutual consent; (3) failing which, by binding arbitration by a sole arbitrator appointed by mutual consent, in accordance with the Arbitration Act, 1940 [verify the arbitration law applicable in Gilgit-Baltistan]. If the parties do not agree on the arbitrator within fourteen (14) days of the notice of arbitration, the arbitrator shall be appointed

No.	GCC Ref.	Amendments of, and Supplements to, Clauses in the GCC
		by the Appointing Authority: [Secretary, Law Department, Government of Gilgit-Baltistan / other] . Place of arbitration: [Gilgit] . Language: English. (4) Costs of mediation and arbitration are shared equally; each party bears its own costs and lawyers' fees, but the arbitrator may make an award of costs. (5) Arbitration may be commenced before, during or after delivery. (6) The parties shall continue to perform their obligations during arbitration, unless otherwise agreed.
24	GCC 28.3	Force Majeure – events. In addition to GCC 1.1(v), the following are treated as Force Majeure: a ban or restriction on export of livestock by the exporting country, or on import by Pakistan, imposed after the Commencement Date; an outbreak of a notifiable disease in the country of origin or Pakistan that leads to movement or trade restrictions affecting the animals; and exceptional closure of the road route to Gilgit-Baltistan by snow, landslide or flood for more than [five (5)] consecutive days. Not Force Majeure: routine or short seasonal road closures or weather delay; currency fluctuation or price changes; failure of an exporter, carrier or other service provider unless itself caused by Force Majeure; delay in applying for or obtaining the import permit caused by the Supplier; a disease outbreak at the source farm caused by the Supplier's or exporter's failure of biosecurity. Consequence. The affected party shall notify the other within seven (7) days with evidence. Time is extended for the period of the event. If the event continues for more than [thirty (30)] days, either party may terminate by notice without liability, except for animals already accepted and payments due. Where termination occurs after shipment, the Procuring Agency may elect to take delivery, at the Contract price, of animals in transit or quarantine that conform to the specification and are fit; otherwise the Supplier shall dispose of the animals at its own cost and risk and the Procuring Agency shall have no liability for them.
25	GCC 35.1	Procuring Agency's address for notices: Director, Livestock, Dairy Development & Poultry Production, Government of Gilgit-Baltistan, Hospital Road, Gilgit; e-mail: director.ls.gb@gmail.com. Supplier's address for notices: [to be inserted].
26	GCC 3.2	The conditions precedent in GCC 3.1 shall be satisfied within fourteen (14) days of receipt of the Letter of Acceptance.

SECTION IX: CONTRACT FORMS

Contract Forms: (1) Letter of Acceptance; (2) Form of Contract; (3) Performance Security Form; (4) Provisional Acceptance Certificate and Final Acceptance Certificate; (5) Integrity Pact. The Letter of Acceptance, once issued, and the Performance Security form to be furnished by the successful Bidder form part of the Contract.

Form 1: Letter of Acceptance

[Letterhead of the Procuring Agency] Date: _____

To: [name and address of the Supplier]

This is to notify you that your Bid dated _____ for **Procurement, Import & Transportation of Registered Pedigree Certified Jersey Cattle from Source Country to Gilgit-Baltistan – Lot ____ (Bid No. CMBA-1(23)/T/2026)**, for the Contract Price of PKR _____ (in words: _____), as corrected and modified in accordance with the Instructions to Bidders, is hereby accepted by us.

We hereby confirm [Appointing Authority] to be the Appointing Authority to appoint the Arbitrator in case of any dispute, in accordance with ITB 45.1 and SCC 23.

You are required to (a) furnish the Performance Security, in the form and amount stipulated in the Special Conditions of Contract, within **fourteen (14) days** of receipt of this Letter; and (b) after reading and returning the attached draft Contract, sign the vetted Contract and the Integrity Pact within **fourteen (14) working days**.

Authorized signature: _____ Name and title: _____ Name of Agency: Directorate of Livestock, Dairy Development & Poultry Production, GB Attachment: Draft Contract Copy: Appointing Authority; Supplier

Form 2: Form of Contract

CONTRACT FOR THE PROCUREMENT, IMPORT & TRANSPORTATION OF REGISTERED PEDIGREE CERTIFIED JERSEY CATTLE FROM ELIGIBLE COUNTRY TO GILGIT-BALTISTAN

Contract No. _____ Bid No. CMBA-1(23)/T/2026 Lot _____

THIS AGREEMENT is made on the ____ day of _____ 20__ between the **Directorate of Livestock, Dairy Development & Poultry Production, Government of Gilgit-Baltistan**, having its principal office at Hospital Road, Gilgit, acting through the Director (hereinafter called the "Procuring Agency", which expression includes its successors and permitted assigns) of the one part, and **[name of Supplier]**, [a company/firm/association registered under the laws of Pakistan] having its registered office at [address] (hereinafter called the "Supplier", which expression includes its successors and permitted assigns) of the other part.

WHEREAS the Procuring Agency invited Bids by National Competitive Bidding (Single Stage – Two Envelope Procedure) under the Gilgit-Baltistan Public Procurement Rules, 2022, for the goods and related services described below, namely **[brief description – Lot, items and quantities]**, and has accepted the Bid of the Supplier for the supply of those goods and related services in the sum of PKR _____ (in words: _____) (the "Contract Price").

NOW THIS CONTRACT WITNESSETH AS FOLLOWS:

1. In this Contract words and expressions have the meanings assigned to them in the Conditions of Contract.
2. The following documents form part of this Contract and shall be read and construed as part of it. In the event of ambiguity or conflict, the order of precedence is the order in which they are listed: (a) this Form of Contract; (b) the Special Conditions of Contract; (c) the General Conditions of Contract; (d) the Procuring Agency's Letter of Acceptance; (e) the Certificate of Contract Commencement; (f) the Schedule of Requirements and Technical Specifications (Section V); (g) the Form of Bid, Technical Offer and Price Schedule submitted by the Supplier; (h) the Integrity Pact; and (i) [any other document].
3. **Scope.** The Supplier shall supply to the Procuring Agency, at the Livestock Farm, Konodas, Gilgit, within one hundred and twenty (120) days of the Commencement Date, the animals specified in the Schedule below, from [source country], in accordance with Section V, and shall provide the Related Services.

4. **Supplier's obligations.** The Supplier shall (a) source only pure-bred, registered Jersey cattle meeting the age, health, pregnancy and genetic specifications; (b) be responsible for all export formalities in the source country, international freight, insurance, import permit, customs clearance, quarantine in Pakistan and inland transportation to Gilgit-Baltistan; (c) obtain all veterinary health certificates and comply with all import protocols of the Government of Pakistan and the Livestock Department of Gilgit-Baltistan; (d) bear the risk of loss, injury, disease or mortality of the animals until Final Acceptance, and replace defective animals under SCC 16; and (e) comply strictly with the Bidding Documents.
5. **Price and payment.** The unit price per animal is fixed and inclusive of all costs (sourcing, freight, insurance, customs duties, taxes, quarantine, inland transport to Konodas and the Related Services), as set out below. Payment shall be made as provided in SCC 18.
6. **Performance Security.** The Supplier shall furnish a Performance Security of ten percent (10%) of the Contract Price (PKR _____) in accordance with SCC 7–8, as a condition precedent to the effectiveness of this Contract.
7. **Duration.** This Contract takes effect on satisfaction of the conditions precedent in GCC 3 and remains in force until the Supplier has delivered and the Procuring Agency has finally accepted all animals, all replacement and warranty obligations have been discharged and the Performance Security has been released.
8. In consideration of the payments to be made by the Procuring Agency, the Supplier covenants to provide the goods and related services and to remedy defects therein in conformity in all respects with this Contract; and the Procuring Agency covenants to pay the Supplier the Contract Price, or such other sum as may become payable, at the times and in the manner prescribed.
9. **Governing law and disputes.** This Contract is governed by the laws of Pakistan as applicable in Gilgit-Baltistan; disputes shall be resolved as provided in SCC 23.

Schedule of Animals and Prices

Item	Description	Quantity	Unit price (PKR)	Total (PKR)
1 A	Registered Pedigree Certified Pure Jersey Pregnant Heifers	75		
1 B	Registered Pedigree Certified Pure Jersey Bulls	25		
2 A	Registered Pedigree Certified Pure Jersey Bulls	9		
2 B	Registered Pedigree Certified Pure Jersey Pregnant Heifers	35		
	Contract Price			

IN WITNESS WHEREOF the parties have caused this Contract to be executed on the day and year first above written.

For the Procuring Agency	For the Supplier
Signature: _____ Name: _____ Designation: Director, Livestock, Dairy Development & Poultry Production, Gilgit-Baltistan Date: _____ Official seal	Signature: _____ Name: _____ Designation: _____ Date: _____ Company seal
Witness 1: Name _____ CNIC _____ Signature _____	Witness 1: Name _____ CNIC _____ Signature _____
Witness 2: Name _____ CNIC _____ Signature _____	Witness 2: Name _____ CNIC _____ Signature _____

Form 3: Performance Security (Bank Guarantee) Form

To: Director, Livestock, Dairy Development & Poultry Production, Government of Gilgit-Baltistan, Gilgit.

WHEREAS [name of Supplier] (the "Supplier") has undertaken, in pursuance of Contract No. [_____] dated [_____] (the "Contract"), to deliver [description of goods and services, Lot ____]; AND WHEREAS it has been stipulated by you in the Contract that the Supplier shall furnish a bank guarantee by a scheduled bank for the sum of PKR [_____] (ten percent of the Contract Price) as security for compliance with the Supplier's performance obligations; AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFORE WE, [name of bank], hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of PKR [amount 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 that amount, without your needing to prove or show grounds or reasons for your demand. This guarantee is enforceable in Pakistan and is valid until [date – at least thirty (30) days after expiry of the Warranty Period], and any demand must reach us on or before that date.

Signature and seal of the Guarantors: _____ [name of bank] [address] [date]

Form 4-A: Provisional Acceptance Certificate (Arrival Inspection)

Contract No. _____ Lot ____ Supplier: _____ Date of certificate: _____

Item	Details
Date and place of arrival in Pakistan; quarantine period completed (attach Animal Quarantine Department release)	
Date and place of delivery in Gilgit-Baltistan	
Numbers: shipped / arrived / died or rejected in transit and quarantine	
Number received and checked at the Delivery Point (attach tag/microchip list)	
Number provisionally accepted: Item 1 ____ Item 2A ____ Item 2B ____; number rejected (reasons attached) ____	
Documents received (Section V, Part K): packing list; bill of lading / airway bill; bill of entry; export veterinary health certificate; registration and pedigree certificates; genomic and DNA reports; vaccination certificates; breeding soundness certificates; pregnancy certificates; insurance certificate	
Remarks	

Isolation and Observation Period commences on _____ and ends on _____.

Form 4-B: Final Acceptance Certificate (after Isolation and Observation Period)

Final acceptance: ☐ Accepted ☐ Accepted with replacement of ____ animals (list attached) ☐ Rejected

Number finally accepted: Item 1 ____ Item 2A ____ Item 2B ____ Warranty Period commences _____ and ends _____.

Technical Committee member	Designation	Signature and date
1.		
2.		
3.		
4.		
5.		
Supplier's representative		

Form 5: Integrity Pact

[Declaration of fees, commission and brokerage etc. payable by the Suppliers of goods, services and works in contracts worth Rs. 10.00 million or more. To be signed by the successful Bidder and furnished with the Contract.]

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

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

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

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

[Name of 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 the Government under any law, contract or other instrument, be voidable at the option of the Government.

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

Signature: _____ Name: _____ Designation: _____ Seal and date: _____