

INVITATION TO BID



01. Invitation to Bid

The Police department, Government of Sindh (hereinafter referred to as Purchaser), invites sealed bids from eligible bidders for "the Repair of Article of Bullet Proof Jackets".

- i. Repair of Bullet Proof Jackets for SBB, EPTC, Razzakabad, Karachi / mentioned at Annexure-D

Special Terms & Conditions of Contract:

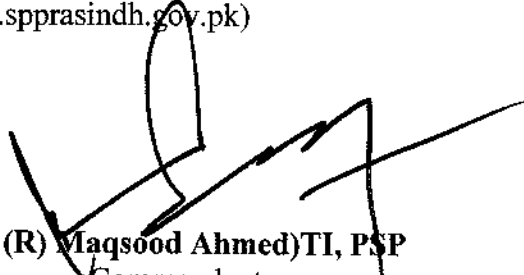
- ii. The Police department, Government of Sindh, request Tender Bids in sealed envelopes as per information required in this document. Proponents applying for bids should submit One (01) Copy of Financial Proposal and a (01) Technical Proposal in Two (02) separate envelopes.
- iii. The Technical Proposal should contain all the bid items without quoting the price and must list firm's clientele, details of past project, items specification etc. **Financial bids of firms not obtaining minimum passing criteria on Technical basis will not be opened.**
- iv. Interested eligible bidders may obtain further information on the bid and inspect the bidding documents at the office of Commandant SBB, EPTC, Razzakabad, Karachi
- v. A Complete set of bidding documents may be acquired by any interested eligible bidder from office of the Commandant SBB, EPTC, Razzakabad, Karachi upon payment of non-refundable tender fee.
- vi. All bids must be accompanied by a earnest money (2%) of total bid amount, and must be delivered to the office of the Commandant SBB, EPTC, Razzakabad, Karachi, on or before 1300 hours on 03-11-2014. The bids will be publicly opened in the Committee Room of the Commandant SBB, EPTC, Razzakabad, Karachi same day (03-11-2014) at 1400 hours in presence of bidders who wish to remain present.
- vii. The Police department, Government of the Sindh will not be responsible for any costs or expense incurred by bidders in connection with the preparation or delivery bids.
- viii. Bidders shall submit bids, which comply with the bidding documents, Alternative bids will not be considered.
- ix. **Procuring Agency reserves the right to accept or reject one or all the tenders without assigning any reason thereof.**
- x. All prices quoted must include any Taxes applicable, i.e. Income Tax, Sales Tax or any other tax imposed by government by law. If not specifically mentioned in the Quotation, then it will be presumed that the prices include all the taxes.

- xi. Execution / Delivery of all the items of the Bid will be at Clothing Store SBB, EPTC, Razzakabad, Karachi
- xii. Failure to complete the task within the stipulated time period will invoke penalty of 0.025% of the total cost per day. In addition to that, Security Deposit (CDR) amount will be forfeited and the company will not be allowed to participate in future tenders as well.
- xiii. The bidder may be asked to supply enhanced quantity at the accepted price and in case of refusal of the 1st lowest evaluated Bidder the same offer will be extended to subsequent best evaluated bidder in order of merit.
- xiv. The earnest money is refundable after finalization of the bid, in case of return of financial bids, and in other cases, either on request after opening of financial bids or when award / placement of purchase order is finalized. The bidders will, however, have to apply for refund through a written request on their company/firm letter head addressed to the Commandant SBB, EPTC, Razzakabad, Karachi.
- xv. The successful bidder will have to deposit 10% security of the amount of contract, in the form of pay order, bank guarantee or any other financial instrument recognized by Government of Pakistan, to the satisfaction of the Commandant SBB, EPTC, Razzakabad, Karachi and AIGP/Finance Sindh, Karachi. The same will be returned on due completion of the contract.
- xvi. Samples of the bullet proof jacket cover non returnable and free of cost must be provided along with the bids / quotations for examining the quality. In absence of samples bid will not be considered.
- xvii. The random samples from bulk supplies will also be got tested through laboratory / technical experts / evaluation committee or as deemed appropriate by the Procurement Committee.
- xviii. Sticker containing name and address of bidder and size should be firmly stitched with each sample at the corner. No extra sign of recognition or word or any secret code will be put on it. In case of violation the sample will be rejected and excluded from the proceeding accordingly.
- xix. To conform the approved specifications, the evaluation criteria of bids /samples will be based on the laboratory test report/technical expert opinion, observation of evaluation committee and terms and condition set forth in the bidding documents, tender notice and Bid Form or as deemed appropriate by the Procurement Committee.
- xx. The bidders will bear the cost of laboratory test fees for sample testing at the supplies. If the fee is not deposited by the bidder before the specified date in



the laboratory his/her sample will be excluded from further process and the said bidder will be considered out of competition and procurement process.

- xxi. The Procuring Agency, reserves the right to accept any or reject any or all tenders without assigning any reason.
- xxii. Parties whose bids are accepted shall have to sign a written contract with police Department, Government of Sindh as per format at Annexure-A. The Commandant SBB, EPTC, Razzakabad, Karachi or officer authorized on his behalf may add or remove any condition consequent upon award of contract to make it secure/transparent and safe guard the interest of Government.
- xxiii. Contractor responsible for breach of any of the term/condition of the contract may face forfeiture of security deposit and Black Listing from future contract with Sindh Police or imposition of penalties as per contract agreement and law.
- xxiv. Date of opening of the Financial Proposals will be announced separately. The proposal of only those bidders will be considered/ opened which are declared qualified after evaluation of technical bids and upon fulfilling all the condition by the Procurement Committee. Further enquiry can be made from the office of the Commandant SBB, EPTC, Razzakabad, Karachi, on telephone No. 021-34100255
- xxv. Conditional tenders/bids will not be acceptable.
- xxvi. Authority Letter from Principal Company for product and vender authentication is to be provided by the bidder.
- xxvii. Procuring Agency reserves the right to increase or decrease the scope of work/number of items without assigning any reason.
- xxviii. Every page of the tender document should be signed and sealed by the bidder.
- xxix. The details of this notice are also available on website of Police department (www.sindhpolice.gov.pk) and SPPRA (www.spprasindh.gov.pk)


(Lt. (R) Maqsood Ahmed) TI, PSP
Commandant
SBB, EPTC, Razzakkabad, Karachi

**BID FORM FOR THE REPAIR OF BULLET PROOF JACKETS OF SBB, EPTC,
RAZZAKABAD, KARACHI**

To:

**The Commandant,
SBB, EPTC, Razzakabad,
Karachi.**

Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, for the above Contract, we, the undersigned, offer to supply, deliver and test in conformity with the said bidding documents (One Technical and One Copy of Financial proposals are attached as annexure-B and annexure-C respectively) are submitted herewith separately as per your requirement.

We undertake, if our Bid is accepted, to complete the supply in accordance with the delivery time mention in this tender documents.

If our Bid is accepted, we will provide the performance security in the sum equivalent to equal to 10% percent of the Contract Price, for the due performance of the Contract as per bid Security Form.

Dated this _____ day of _____ 20 ____

WITNESS

BIDDER (Sign + Seal)

Signature: -----

Signature: -----

Name:-----

Name:-----

Title:-----

Title:-----

Address:-----

Address:-----

CNIC #:-----

CNIC #:-----

BID SECURITY FORM

WHEREAS _____ (hereinafter called “**the Bidder**” has submitted its bid dated _____ for the Repair of “Bullet Proof Jackets”, (hereinafter called “**the Bid**”).

KNOW ALL MEN by these presents that We _____ (Name of Bank) of _____ (Name of Country) having our registered office at _____ (address of Bank) hereinafter called “**the Bank**”) are bound into the Commandant SBB EPTC, Razzakabad, Karachi Pakistan (hereinafter called “**the Purchaser**”) in the sum of _____, for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns, by these presents.

Sealed with the Common Seal of the Bank this _____ day of _____, 2014 _____

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder does not accept the corrections of his Total Bid Price; or
3. If the Bidder, having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity:
 - (a) Fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders; or
 - (b) Fails or refuses to execute the Contract Form, when requested.

We undertake to pay to the Purchaser up to the above amount, according to, and upon receipt of, its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both or all the three above stated conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to _____ 2014, the period of bid validity, and any demand in respect thereof should reach the Bank not later than such date.

(NAME OF BANK)
By _____
(Title)
Authorized Representative

PERFORMANCE SECURITY FORM

To: The Commandant,
SBB EPTC, Razzakabad,
Karachi.

WHEREAS (Name of the Contractor)

Hereinafter called “the Contractor” has undertaken, in pursuance of the bid for the purchase of Clothing Articles including “_____”, dated _____ 2014 (hereinafter called “the Contract”).

AND WHEREAS we have agreed to give the Contractor a Guarantee:

THEREFORE WE hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of 10% of the total contract value (Amount of the guarantee), and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract, and without cavil or argument, any sum or sums, within the limits of 10% of the total contract value (Amount of Guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until ___ day of _____ 2014, or twenty-eight (28) days of the issue of the Defects Liability Expiry Certificate, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

1. General Terms & Conditions

(i) Bid Bond

A bid bond, in the shape of a Pay Order / Bank Draft in favor of the Commandant SBB, EPTC, Razzakabad, Karachi equivalent to 2% of the total cost of bid should be submitted along with the tender.

(ii) Validity of the proposal

All proposal and price shall remain valid for a period of 120 days from the closing date of the submission of the proposal. However, the responding organization is encouraged to state a longer period of validity for the proposal.

(iii) Currency

All currency in the proposal shall be quoted in Pakistan Rupees (PKR).

(iv) Withholding Tax, Sales Tax and other Taxes

The responding organization is hereby informed that the Government shall deducted tax at the rate prescribed under the tax laws of Pakistan, from all payments for services rendered by any responding organization who signs a contract with the Police department. The responding organization will be responsible for all taxes on transaction and/or income, which may be levied by government. If responding organization is exempted from any specific taxes, then it will provide the relevant documents with the proposal.

(v) Stamp Duty

Stamp duty for contract documents shall be borne by responding organization/bidder at the time of signing of contract.

(vi) Supply Capabilities

RO should clearly indicate the duration of delivery of quote item(s).

(viii) Compliance to Specification

The Responding Organization (RO) to provide information accordingly. RO may not propose any kind of refurbished item in their technical proposals.

(ix) Financial Capabilities

The RO(s) shall describe the financial position of its organization. Income Statement or Annual Report should be included in the detailed Technical proposal.

(x) Penalty Clause

- It is utmost importance that schedule to tender should be filled in very carefully and the instructions set forth above, scrupulously complied with failing which the offer will be ignored. In case of non-completion of supply within stipulate period Security deposit will be forfeited in favor of the Police Department, Government of Sindh, Karachi.
- An affidavit that the firm declares details of litigation with any client during the last 5 years be provided.
- An affidavit that the firm has never been blacklisted by any Government Department.
- Liquidated damages of 0.0.25% per day of the contract price will be deducted for delayed supply/delivery of equipments.

(xi) Delivery Time

- _____ months/weeks after issuance of purchase order.
- **Mode of payment:** 100% after supply of item(s)/equipment(s) and successful testing on site (Conditional to supply of 10% Performance Guarantee).
- Release of performance guarantee after completion of warranty period.

RO should clearly indicate the duration of delivery of “ Repaired Bullet Proof Jackets cover” after the award of contract.

2. Instructions for Responding Organizations

(i) Communication

Enquires regarding this RFP shall be submitted in writing to:
The Commandant,
SBB EPTC, Razzakabad
Karachi.
Phone: (92-21) – 34100255

(ii) Mode of Delivery and Address

One Technical & One Copy of Financial proposal in separate envelops should be submitted by 1300 hours at the address given below.

Office of The Commandant,
SBB EPTC, Razzakabad
Karachi.
Phone: (92-21) – 34100255



The technical proposals will be opened on the same day at 1400 hours at the same address. The responding organization shall deliver 1 (One) Copy of the financial proposal and one copy of technical proposal each copy being physically separated, bound, sealed and labeled as "item for which bid is offered" & Commercial Bid for "item for which bid is offered" labeled as such on their respective envelopes.

Proposals shall be dropped in the sealed tender box kept in the office of the Commandant, SBB, EPTC, Razzakabad, Karachi upto 1300 hours Samples should however be delivered by hand or courier so as to reach the address given above by the last date indicated for submission.

PROPOSALS RECEIVED BY FAX OR EMAIL SHALL NOT BE ACCEPTED.

(iii) Submission of Proposal

The complete proposals should be submitted by 1300 hours on 03-11-2014 at the address given in 2(ii) above.

The format of submission of proposal is attached as Annexure-A and Annexure-B. Please provide original brochures and samples of the item proposed.

The Bank Draft for Bid Bond to be enclosed in a separate envelope, labeled as "Bank Draft (Bid Bond)", and which should be sealed. Proof of Sales Tax and NTN number should also be provided.

CNIC copies of Owner/Authorized person along with witness should be enclosed.

(Please provide photocopies of relevant documents).

(iv) Opening of Proposals

The proposals submitted against the subject RFP will be opened on date mentioned above at 1400 hours in front of the **Procurement Committee** of Sindh Police.

Evaluation and Comparison of Technical and Financial Bids

The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive. The evaluation will be performed assuming the Contract will be awarded to the Highest Evaluate Bidder for quoted item.

The Purchaser's evaluation of responsive bids will take into account technical factors, in addition to cost factors. The following weights will be used in the evaluation of bids:

Description	Weights
Technical Evaluation	80%
Financial Evaluation	20%



Evaluation Criteria and Comparison of Bid

The Technical and Financial Bids shall be evaluated on the basis of following parameters.

S./	Evaluation Parameter	Marks	Brief Questionnaire
I	Technical Proposal	500	
1A	Sample/Specification	400	Compliance with required specifications mentioned at annexure D. Attach Brochures of quoted models
1B	Financial Capabilities	50	<ul style="list-style-type: none">• Annual Turn Over / Auditable Accounts of the firm.• Company History years in business?• Affidavit/Undertaking that the firm is never been black listed and if firm is defaulter in any manner may submit the reason.
1C	Relevant Experience	50	Minimum three work orders for the supply of quoted item. (Note: Government organizations will be preferred)

Formula for Calculation Marks

Minimum passing marks are 80% i.e 400 marks out of 500 marks.

The bid not obtaining minimum qualifying score shall not be considered for financial evaluation and their financial proposals shall be returned unopened. Out of the bids qualifying the technical criteria, the bid with lowest evaluated cost shall be awarded contract provided it meets all other procedural requirements.

The Bidder should provide the following required information and placing this Form on top of the Technical Proposal. Relevant portions of the Technical Proposal should be referenced in this form.

Information Required

A General

- 1 Name of Bidder
- 2 No of Years in business in Pakistan
- 3 No of Offices locations in Pakistan
- 4 Annual Turnover (Million Rs.)
- 5 Value of projects in hand (details may be given)
- 6 Year of Incorporation
- 7 Status of the Bidder
 - Sole Proprietor
 - Partnership Firm
 - Private Limited Company
 - Public Limited Company



- Entity registered / incorporated outside Pakistan (Give details)
 - Other (Please specify)
- 8 Names of Owner / Partners / Chief Executive / Directors
- 9 Details of Registered Head Office (Address, Phone, Facsimile, Email and Website information)

Contacting the Purchaser

Any effort by a bidder to influence the Purchaser in the Purchaser's decisions in respect of bid evaluation, or Contract award will result in the rejection of the bidder's bid.

Purchaser's Right to Accept the Bid or Reject the Bid

The Procurement Agency reserves the right to accept or reject the bid and to annul the bidding process at any time prior to award of Contract, without thereby incurring any liability to the bidder or any obligation to inform the bidder of the grounds for the Purchaser's action.

Definitions

In this Contract, the following terms shall be interpreted as indicated:

- **"Commencement Date of the Contract"** means the date of signing of the Contract between the Purchase and the Contractor.
- **"Contract"** means the agreement entered into between the Purchase and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- **"Contractor Price"** means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- **"Contractor"** means the individual or firm whose bid has been accepted by the Purchaser and the legal successors, in title to the Contractor.
- **"Contractor Value"** means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract, which is properly apportionable to the Software or Services in question.
- **"Purchaser"** means the Sindh Police Department, Government of the Sindh, Karachi – Pakistan.
- **"Services"** means services, such as testing and other such obligations of the Contractor covered under the Contract.

- **“Works”** means all items to be provided and work to be done by the Contractor under the Contract.
- **“RO”** means Responding Organization/ Bidder Firm.
- **“RFP”** means Request for Proposal.

Annexure-A-1/4

Sample Contract Agreement

1. This contract agreement is made and entered into on _____, 2014, BY AND BETWEEN.

i) **Commandant Shaheed Benazir Bhutto Elite Police Training Center Razzakabad, Karachi** hereinafter referred as Buyer, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns officers delegated to perform functions procurements for and on behalf of various units of Sindh Police department of ONE PART.

AND

ii) _____
_____ having its registered office at hereinafter referred as supplier, which expression shall, unless repugnant to the context of meaning thereof, be deemed to include its successors and permitted assigns of the OTHER PART.

2. WHEREAS the Commandant Shaheed Benazir Bhutto Elite Police Training Center Razzakabad, Karachi is entrusted with responsibility of procurement of item / articles during current financial year 2014-15 as per description, with specification and quantity, given below:-

S.NO.	DESCRIPTION OF ARTICLES WITH SPECIFICATION	QUANTITY/ NUMBER	
---	---	---	
---	---	---	
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3. AND WHEREAS, the Commandant Shaheed Benazir Bhutto Elite Police Training Center Razzakabad, Karachi, in accordance with The Public Procurement Rules, 2010 as adopted by Government of Sindh vide notification No. **SORI(SGA&CD) 2-30/2010, dated 8th March 2010** on propriety certificate issued by the Govt. of Sindh in favour of _____



4. That M/s. _____ participated in the response of open tenders, floated by Commandant Shaheed Benazir Bhutto Elite Police Training Center Razzakabad, Karachi, by submitting technical and financial bids, after necessary evaluation of the article described above; the Departmental Committee opened the financial bids in front of all bidders on _____.
5. That the rates offered by M/s. _____ for the Bullet Proof Jacket as shown and given above, were found to be lowest offered in comparative terms with the rates of other bidders participating in the process. Therefore, on the recommendation of Departmental Committee, the IGP Sindh has accorded approval to place purchase/procurement order with M/s. _____ on terms and conditions specified below:-

NOW THEREFORE PARTIES HEREBY AGREE AS FOLLOWS

- i) That M/s. _____ shall supply products/items, articles described and specified alongwith quantity the above within ____ days from the date of signing of this agreement.
- ii) That all deliveries shall be made at the office of Commandant Shaheed Benazir Bhutto Elite Police Training Center Razzakabad, Karachi 0900 hours to 1600 hours on working days only.
- iii) That every article shall be made and finished in all respects to entire satisfaction of Departmental Inspection Committee which shall be at liberty to reject any item/article or part thereof if it is not in accordance with approved sample and specification mentioned in the tender documents submitted by supplier at the time of bidding, and evaluated and approved for this purchase order and such rejection shall be final. The no appeal or review will be permissible against the decision of inspection committee.
- That the Commandant Shaheed Benazir Bhutto Elite Police Training Center Razzakabad, Karachi shall give written receipt signed by him giving out complete details, exhibiting the number of items/articles delivered and the number items/articles accepted and rejected, and such receipts shall be conclusive evidence of the acceptance and rejection of the number of articles specified as accepted and rejected.
- iv) That all articles rejected shall be taken back and removed by the M/s. _____ and nothing shall become due or recoverable by the M/s. _____ in respect on account of items/articles so rejected.

That all articles accepted shall be paid for the Commandant Shaheed Benazir Bhutto Elite Police Training Center Razzakabad, Karachi, at the rate of specified below (F.O.R Destination) within financial year 2014-15.

ITEM / ARTICLE	RATE PER UNIT

In case M/s. _____ make default, in the due performance of this agreement/contract in part or full, Commandant Shaheed Benazir Bhutto Elite Police Training Center Razzakabad, Karachi, shall be at liberty to impose and recover L.D. Charges not exceeding 2% per month thereof.. The penalty shall be applicable only to the extent of items / articles supplied late. The Commandant Shaheed Benazir Bhutto Elite Police Training Center Razzakabad, Karachi shall have right to assess, demand and recover any damages suffered by Police Department due to late supply of the items/articles from the supplier.

The Commandant Shaheed Benazir Bhutto Elite Police Training Center Razzakabad, Karachi, shall be at liberty to deduct and retain the amount so assessed from the bill that may be or may become due and payable at or after the time of such failure to the M/s. _____ by the said Commandant Shaheed Benazir Bhutto Elite Police Training Center Razzakabad, Karachi whether by virtue of agreement or otherwise.

- v) The Procuring Agency shall not be responsible for non-performance of this agreement due to change in law, rules and policy of the government as notified in official gazette from time to time.
 - vi) That all conditions laid down in the rules framed for procurement by the Government shall apply to transactions made under this contract agreement and both parties shall be bound by it.
6. This contract agreement shall be construed, and the legal relations created herein will be determined in accordance with the laws of Islamic Republic of Pakistan.
7. Any notice required under this contract agreement shall be in writing and shall be effective when received by the addressee at its given address.

Annexure-A-4/4

8. If any term, conditions, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in the Agreement. If the parties fail to agree on such amendments, such invalid terms, condition or provision will be served from remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.
9. This agreement may be amended only in writing signed by both the parties.
10. IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

Commandant/SBB EPTC
On behalf of IGP, Sindh

On behalf of

Witness:

1) _____

2) _____



Technical Proposal Form

Bidder's Profile			
Name			
Official Address			
Telephone(s) No.			
Official Fax No.			
GST Registration No.			
Income Tax Reg. No.			
<hr/>			
Sr. No.	Item Specification (Proposed)	Approximate Quantity	Supply During (in Months)

Note: Please read carefully the whole document and provide all necessary details with proof of evidence.

BIDDER (Sign + Seal)



Financial Proposal Form

Bidder's Profile				
Name				
Official Address				
Telephone(s) No.				
Official Fax No.				
GST Registration No.				
Income Tax Reg. No.				
No. of years in business				
Sr. No.	Quoted Item Name	Quantity	Unit Cost (Rs)	Total Cost (Rs)
Total Cost in Pak Rupees				
(in words _____)				

Note: Earnest money will be equivalent to 2% of the total bid cost.
Only Pay Order/Bank Draft for earnest money will be acceptable in favour of AIGP Security Sindh.

BIDDER (Sign + Seal)

Specification of Bullet Proof Jacket Covers

Specifications	
Type of Cloth	Nylon Fabric
Color	Black
Stitching	21/2
Sizes	S / M / L / XL
Name of Cloth	Nylon