SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

1)	NAME OF THE ORGANIZATION / DEPTT.	Sindh Police	
2)	PROVINCIAL / LOCAL GOVT./ OTHER	Provincial	
3)	TITLE OF CONTRACT	Procurement of Equipments (Plant & Mad	chinery)
4)	TENDER NUMBER	INF-KRY No.4635/17	
5)	BRIEF DESCRIPTION OF CONTRACT	225 Nos. Computers	
6)	FORUM THAT APPROVED THE SCHEME	SNE-2017-18	
7)	TENDER ESTIMATED VALUE	Rs.22,050,000/-	
8)	ENGINEER'S ESTIMATE (For civil works only)		
9)	ESTIMATED COMPLETION PERIOD (AS I	PER CONTRACT) 55 Days	
10)	TENDER OPENED ON (DATE & TIME)	22-11-2017 at 1430 Hours	
1)	NUMBER OF TENDER DOCUMENTS SOL (Attach list of buyers)	D 09	
12)	NUMBER OF BIDS RECEIVED	07	
270	NUMBER OF BIDDERS PRESENT AT THE	TIME OF OPENING OF BIDS	7
14)	BID EVALUATION REPORT (Enclose a copy)	Enclosed	
15)	NAME AND ADDRESS OF THE SUCCESS	FUL BIDDER M/s Home System, 308,3r	d Floor UNI Center
16)	CONTRACT AWARD PRICE	Rs.19,935,000/-	
17)	RANKING OF SUCCESSFUL BIDDER IN E (i.e. 1 st , 2 nd , 3 rd EVALUATION BID).	EVALUATION REPORT	
		- BIE	
18)	METHOD OF PROCUREMENT USED : - (T	ick one)	
	a) SINGLE STAGE – ONE ENVELOP	E PROCEDURE	Domestic/ Local
	b) SINGLE STAGE – TWO ENVELOP	PE PROCEDURE	✓
	c) TWO STAGE BIDDING PROCEDU	RE	
	d) TWO STAGE – TWO ENVELOPE E	BIDDING PROCEDURE	
	PLEASE SPECIFY IF ANY OTHER	METHOD OF PROCUREMENT WA	AS ADOPTED i.

19) APPR	ROVING AUTHORITY FOR AWARD OF CONTR		snpector General of Police Sindh				
12) 11111	to the hornour Front Award or confi	cher_					
20) WHE	THER THE PROCUREMENT WAS INCLUDED	IN ANN	NUAL PROCUREMENT PLAN?				
			Yes V No				
			103 1110				
21) ADV	ERTISEMENT:						
		Yes	SPPRA I.D. Sr.No.35046				
i)	SPPRA Website	1					
	(If yes, give date and SPPRA Identification No.)	72.1					
		No					
ii)	News Papers	Yes	Dawn, jang, Aman & Halchal				
	(If yes, give names of newspapers and dates)	-	Dated: 04-05-/11/2017				
		-					
		No					
22) NATU	URE OF CONTRACT		Domestic/ Local ✓ Int.				
	THER QUALIFICATION CRITERIA INCLUDED IN BIDDING / TENDER DOCUMEN	JTC2					
	s, enclose a copy)	NIO:	Van / Na				
, ,			Yes No No				
NAN AVILLE	THER DID EVALUATION OR TERM	A.					
	THER BID EVALUATION CRITERIA INCLUDED IN BIDDING / TENDER DOCUMEN	OTS2	Yes ✓ No				
	s, enclose a copy)						
	4	0					
25) WHE	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A						
	HOD OTHER THAN OPEN COMPETITIVE BIDE		Yes No 🗸				
		dillo	100 100 1				
26) WAS	BID SECURITY OBTAINED FROM ALL THE B	IDDER	S?				
,		9	Yes V No				
	THER THE SUCCESSFUL BID WAS LOWEST E		ATED Yes ✓ No				
BID /	BEST EVALUATED BID (in case of Consultancie	s)					
	THER THE SUCCESSFUL BIDDER WAS TECH	NICAL	LY Yes V No				
COM	PLIANT?	-					
9) WHE	THER NAMES OF THE BIDDERS AND THEIR	QUOT	ED PRICES WERE READ OUT AT				
THE	TIME OF OPENING OF BIDS?		Yes / No				
0) WHE	THER EVALUATION REPORT GIVEN TO	BIDD	ERS BEFORE THE AWARD OF				
	TRACT?						
(Attac	ch copy of the bid evaluation report)		Yes / No				

31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	14	Yes	
		No	V
32) ANY DEVIATION FROM SPECIFICATIONS G	IVEN IN T	HE TE	NDER NOTICE / DOCUMENTS
(If yes, give details)		Yes	
		No	1
33) WAS THE EXTENSION MADE IN RESPONSE	TIME?		
(If yes, give reasons)		Yes	
	,	No	V
34) DEVIATION FROM QUALIFICATION CRITER	RIA ,		
(If yes, give detailed reasons.)		Yes	
		No	V
35) WAS IT ASSURED BY THE PROCURING A BLACK LISTED?			Yes / No
36) WAS A VISIT MADE BY ANY OFFICER/OFF SUPPLIER'S PREMISES IN CONNECTION W BE ASCERTAINED REGARDING FINANCING (If yes, enclose a copy)	ITH THE I	PROCU	REMENT? IF SO, DETAILS T
SUPPLIER'S PREMISES IN CONNECTION W	ITH THE I	PROCU	REMENT? IF SO, DETAILS T
SUPPLIER'S PREMISES IN CONNECTION WI BE ASCERTAINED REGARDING FINANCING	ITH THE I	PROCU , IF AB	REMENT? IF SO, DETAILS T ROAD: Yes No ✓
SUPPLIER'S PREMISES IN CONNECTION W BE ASCERTAINED REGARDING FINANCING (If yes, enclose a copy) 37) WERE PROPER SAFEGUARDS PROVIDED	ITH THE I	PROCU , IF AB	REMENT? IF SO, DETAILS TO ROAD: Yes No ON ADVANCE PAYMENT I
SUPPLIER'S PREMISES IN CONNECTION W BE ASCERTAINED REGARDING FINANCING (If yes, enclose a copy) 37) WERE PROPER SAFEGUARDS PROVIDED THE CONTRACT (BANK GUARANTEE ETC.) 38) SPECIAL CONDITIONS, IF ANY	ITH THE I	PROCU , IF AB LIZAT	REMENT? IF SO, DETAILS T ROAD: Yes No ON ADVANCE PAYMENT I
SUPPLIER'S PREMISES IN CONNECTION W BE ASCERTAINED REGARDING FINANCING (If yes, enclose a copy) 37) WERE PROPER SAFEGUARDS PROVIDED THE CONTRACT (BANK GUARANTEE ETC.) 38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	ON MOBI	Yes No	REMENT? IF SO, DETAILS T ROAD: Yes No ON ADVANCE PAYMENT I Yes No
SUPPLIER'S PREMISES IN CONNECTION W BE ASCERTAINED REGARDING FINANCING (If yes, enclose a copy) 37) WERE PROPER SAFEGUARDS PROVIDED THE CONTRACT (BANK GUARANTEE ETC.) 38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	ON MOBI	Yes No	REMENT? IF SO, DETAILS TROAD: Yes No ON ADVANCE PAYMENT I Yes No I of Police
SUPPLIER'S PREMISES IN CONNECTION W BE ASCERTAINED REGARDING FINANCING (If yes, enclose a copy) 37) WERE PROPER SAFEGUARDS PROVIDED THE CONTRACT (BANK GUARANTEE ETC.) 38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description) Signature & Official Stamp of Authorized Officer	ON MOBI	Yes No or Genera	REMENT? IF SO, DETAILS TO ROAD: Yes No ON ADVANCE PAYMENT II Yes No I of Police
SUPPLIER'S PREMISES IN CONNECTION W BE ASCERTAINED REGARDING FINANCING (If yes, enclose a copy) 37) WERE PROPER SAFEGUARDS PROVIDED THE CONTRACT (BANK GUARANTEE ETC.) 38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	ON MOBI	Yes No or Genera	REMENT? IF SO, DETAILS TO ROAD: Yes No ON ADVANCE PAYMENT II Yes No I of Police

<u>SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi</u> Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

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GOVERNMENT OF SINDH POLICE DEPARTMENT

No. G-I/ 365 /2018/Karachi Dated 22-03-2018.

To,

M/s Home System, 308, 3rd Floor UNI Center, I.I Chundigarh Road, Karachi

Subject:- SUPPLY OF 225 NOS. COMPUTERS FOR SINDH POLICE FOR THE CURRENT FINANCIAL YEAR 2017-18.

Please refer to this office letter No.G-I/343/2018 dated: 15-03-2018 on the subject noted above.

2/- Since you have been approved for the supply of the above store to Sindh Police, therefore you are required to undertake this work immediately and make supply of 225 Nos. Computers Model: (HP Pro Desk 600 G3) on the conditions noted below:-

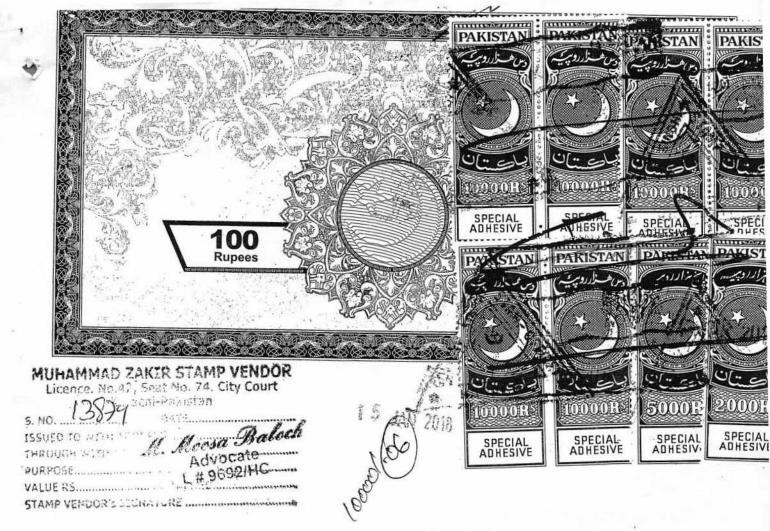
- 3/- The following conditions will also be observed strictly:-
 - 1. The store should be in accordance with the details agreed upon in the contract signed by you.
 - 2. The supply should be made F.O.R, Destination (CPO Clothing Store Nishter Road, Garden Karachi).

(SYED MUHAMMAD ALI RAZA) PSP

Im Miy

AIGP/Logistics, For Inspector General of Police, Sindh, Karachi.

Copy forwarded to Incharge CPO Sindh Clothing Store, Nishter Road, Garden Karachi for information and necessary action. The committee of the store should please be held immediately on receipt of the store and a copy of the survey committee report sent to this office for further action.



CONTRACT AGREEMENT

- This contract agreement is made and entered into on <u>22</u>nd March, 2018 BY AND BETWEEN.
 - i) Inspector General of Police, Sindh Central Police Office, I.I. Chundrigar Road, Karachi, hereinafter referred as Buyer, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees officers delegated to perform functions procurements for and on behalf of various units of Sindh Police department of ONE PART.

AND

- ii) M/s Home System, 308, 3rd Floor UNI Center I.I Chundigarh Road, Karachi, 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 assignees of the OTHER PART.
- WHEREAS the Inspector General of Police, Sindh is entrusted with responsibility of procurement of Plant & Machinery during current financial year 2017-18 as per description, with specification and quantity, given below:-

Description of Articles

Procurement Rules, 2010 (amended 2017), as adopted by Government of Sindh vide notification No. SORI(SGA&CD) 2-30/2010, dated 8th March 2010 invited tenders for the supply of above Plant & Machinery through advertisement in leading national newspapers.

That M/s Home System, 308, 3rd Floor UNI Center I.I Chundigarh Road, Karachi, participated in the response of open tenders, floated IGP Sindh, by submitting technical and financial bids, after necessary evaluation of the products, items described above, the Departmental Committee opened the financial bids in front of all bidders on 08.02.2018.

That the rates offered by M/s Home System, 308, 3rd Floor UNI Center I.I Chundigarh Road, Karachi, for the products, items 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 Procurement Committee, the IGP Sindh has accorded approval to place purchase/procurement order infavour of M/s Home System, 308, 3rd Floor UNI Center I.I Chundigarh Road, Karachi, on terms and conditions specified below:-

NOW THEREFORE PARTIES HEREBY AGREED AS FOLLOW:-

- i) That M/s Home System, 308, 3rd Floor UNI Center I.I Chundigarh Road, Karachi, shall supply Plant & Machinery described and specified alongwith quantity mentioned above within 35 days from the date of signing of this agreement.
- ii) That all deliveries shall be made at CPO Clothing Store, Nishter Road, Garden, Karachi, between 0900 hours to 1600 hours on working days only.
 - 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 Plant & Machinery or part thereof if it is not in accordance with approved specification mentioned ir. 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. That no appeal or review will be permissible against the decision of Inspection Committee.

That the AIGP/Logistics, CPO, Sindh, shall give written receipt signed by him giving out complete details, exhibiting the number of items/articles delivered and the number Plant & Machinery 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.

That all Plant & Machinery rejected shall be taken back and removed by the M/s Home Systen, 308, 3rd Floor UNI Center I.I Chundigarh Road, Karachi, and replace with the store, if the replaced store however again rejected by the Inspection Committee then hing shall become due or recoverable by the M/s Home System, 308, 3rd Floor UNI SUPERINTENDENTER I.I Chundigarh Road, Karachi, in respect on account of Plant & Machinery so

Office. City Court! Karachi

v)



PAKISTAN

iii)

- make default, in the due performance of this agreement/contract in part or full, AIGP/Logistic, CPO; Sindh 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 item/equipment supplied late.
- viii) The AIGP/Logistic, CPO, Sindh shall have right to assess, demand and recover any damages suffered by Police Department due to late supply of the item/articles from the supplier.
- ix) The AIGP/Logistic, CPO, Sindh 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 Home System, 308, 3rd Floor UNI Center I.I Chundigarh Road, Karachi, by the said AIGP/Logistic, CPO, Sindh, whether by virtue of agreement or otherwise.
- x) The IGP Sindh 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.
- xi) 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. That the supplier has agreed to deliver the supply within 55 days which expires on 15-05-2018, i.e. deadline of supply for financial year 2017-18. Hence supply received upto 15-05-2018 will be acceptable after inspection whereas concerning the supply after deadline, supplier has to deposit 100% Bank Guarantee/Pay Order equal to the amount of remaining/balance supply with the request to extend the supply period. Advance payment on pre-receipted bill against such remaining supply is subject to approval by Finance Department, Government of Sindh, Karachi
- 7. Warranty:- The supplier warrants that all Goods supplied under the Contract are new, unused, and have no defect. The warranty of the Goods shall remain valid for 03 years after the Goods or any portion thereof as the case may be, have been delivered at final destination indicated in the Contract and accepted after inspection. The Procuring agency will promptly notify the supplier in writing of any claims arising under the warranty, and upon receipt of such notice the supplier shall repair or replace the defective Goods or parts thereof, without costs to the Procuring agency within period as mentioned below:-

Action Item	Response Time If fault within month replace. 20-25 days		
Replacement			
Repair			

- Purchaser in writing within the guarantee/warranty period of the contracted stores. Such a period (equipment remained in defective/non-operational state) will be subtracted from the total warranty/guarantee period.
- The validity of Performance Security shall extend at least ninety days after the date of completion of contract to cover defects liability period or maintenance period subject to final acceptance by the Purchaser.
- 10. 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.
- 11. Any notice required under this contract agreement shall be in writing and shall be effective when received by the addressee at its given address.
- 12. If any term, condition, 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.

13. Force Majeure:-

v.

i) Definition:-

- (a) For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riot, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockdown, or other industrial action (Except where such strike, lockdowns or other industrial actions are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by the government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub contractor or agent or employees nor (ii) any event which a diligent party could reasonable have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligation hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

iii) Measures to be taken:-

- (a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with minimum delay.
- (b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than thirty days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal condition as soon as possible.
- (c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

iv) Extension of Time:-

(a) Any period within which a party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as result of Force Majeure.

14. Arbitration:-

i) Right to Arbitration

Any disputes between the parties as to matter arising pursuant to this contract which cannot be settled amicably with in seven (C7) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party to arbitration in accordance with the provision of contract agreement.

ii) Selection of Arbitrators

Each dispute arising out of this contract and submitted by a party to arbitration shall be submitted for arbitration to a committee of three (3) members. One member shall be designated by client, the second by contractor and a third by mutual agreement of the parties.

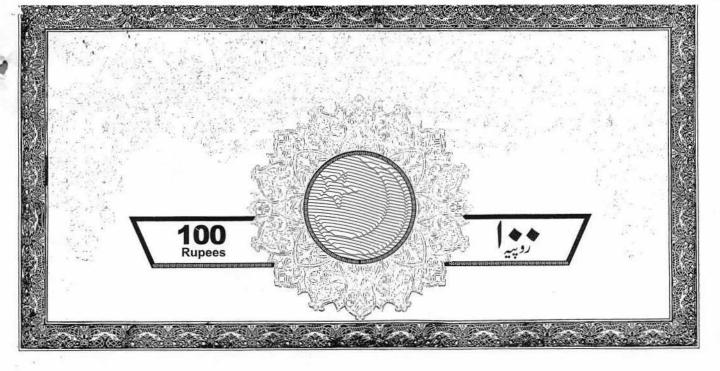
iii) Rules of Procedures

- (a) The arbitration proceedings shall be conducted in accordance with the provision of Pakistan Arbitration Act (Act of 1940) as in force on the date of this contract.
- (b) The decision by the committee shall be made on the majority vote basis and this decision shall be binding on both the parties.
- 15. This agreement may be amended only in writing signed by both the parties.
- 16. **IN** WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

AIGP/Logistics
On behalf of IGP, Sindh
HOME\SYSTEM

On behalf of

M/s Home System, 308, 3rd Floor UNI Center I.I



SYED RIAZ MUSTAFA RIZVI

Stamp Vendor Licence No. 59

S-C - 8/4, Urdu Mahal, Nazimahad Karachi

Neland Tour Zalas Muhammad Hanif Almadus SAIN

Threugh With Address With Addre

(RUPEES ONE HUNDRED ONLY)

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS

Contract Number:

Nil

Date: 22.03.2018

Contract Value:

Rs.19.935.000/-

Contract Title:

Procurement of 225 Nos. Computers for Sir.dh Police.

M/s Home System, hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, M/s Home System, represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside Pakistan either directly or ndirectly 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

M/s Home System, 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s Home System, 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 PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, M/s Home System, agrees to indemnify PA for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to PA in an amount equivalent to ten time the sum of any commission, gratification, bribe, finder's fee or kickback given by

BID, EVALUATION REPORT

1.7	C C		Sindh Police		
2.			INF-KRY No. 4635/17		
3.	Tender Description	Name of work/Item.	Computer		
4.	Method of Procurer	nent.	Single Stage Two Envelope Procedure		
5.	Tender Published.	SPPRA ID Sr # 35046 Da	wn, Jang, Aman, and Halcha	al dated: 04-05-/11/2017	
		(Print & Electronic Medic	a (SPPRA ID No. & News Po	ipers names with dates)	
6.	Total Bid document	s Sold.	09		
7.	Total Bids Received	i.	07		
8.	Technical Bid Open	ing date: (If applicable).	22-11-2017.		
9.	No. of Bid technica	lly qualified (If applicable).	_02		
10.			05		
11.	Financial Bid Open	ing date.	08-02-2018		

Bid Evaluation Report:

S #	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	M/s Home System	Rs.19,935,000/-	1_{st}	Lower than estimated cost	Accepted (Because of lowest rate)	
2	M/s S.I. Global	Rs.20,587,500/-	2 nd	Lower than estimated cost	Rejected (Because of Higher rate)	
3	M/s Kontinantal Establishment	1			Rejected	Does not meet to Departmental Specification
4	M/s Imran Electronics				Rejected	Does not meet to Departmental Specification
5	M/s Mega Plus				Rejected	Firm failed to hold the demonstration
6	M/s Quick Marketing				Rejected	Firm failed to hold the demonstration
7	M/s Faiz Scientific	-			Rejected	Does not meet to Departmental
LOS HA	ACCULATION SERVICES					Specification

(Tabasum Abbasi) Director IT, CPO, Sindh,

hellan

(Member)

(Imran Yaqoob Minhas)PSP DIGP/Traffic, Karachi (Chairman)

(Syed Muhammad Ali Raza),PSP AIGP/Logistics CPO, Sindh

(Secretary)

(Abdul Mannan Khan) Examiner of Store

Industries & Commerce Department Sindh

(Suhail Ajum Jafri) SO(Budget) Home Department Sindh



HOME SYSTEM

www.homesystem.com.pk

Deals in New Computer & General Order Supplier NTN # 1962137-0 GST # 17-12-8500-341-37 **Authorised Business Partner**



Our Ref #HS/2712 Date: 22-11-2017

To,
AIGP/LOGISTICS,CPO
OFFICE 2ND FLOOR, CPO BUILDING,II CHUNDRIGAR
ROAD KARACHI
TEL # 99212631, FAX # 99213839

REQUEST FOR PROPOSAL PROCURMENT OF PLANT & MACHINERY DESKTOP COMPUTERS

"Financial Original Quotation"

. No.	Description of Items		QTY	Total Price With Taxes
1. Computer	HP Pro Desk 600 G3 As per your Requirement Specification Or Equivalent Higher 7 th Generation Provide Processor: Intel® Core™ i7 Minimum 3.6 upto 4.2GHz with Intel® Turbo Boost Technology, 8 MB cache, 4, cores) Memory: 8GB DDR-4 (4X2) Hard Drive:1TB SATA HDD 4 or higher sata port controller Optical Drive: DVD+RW 1x1000 express gigabit nic Integrated Graphics capability LED Screen: HP 18.5″ LED Screen Chassis Mini Tower Power Supply Standard 280w or higher watt Mouse: HP USB Mouse Keyboard: HP USB Keyboard, Operating System: Microsoft Windows 10 Professional 64bit licensed & media DVD MacAfee Antivirus With 1year Subscription Sindh police bios logo from manufacture As per your requirement Specification Or Equivalent Higher Complete Product Boucher is Attached With Three Year comprehensive warranty	88,600	225	19,935,000/=

(Grand Total Price Rupees with Taxes{GST Exempted of laptop & Computer items} As per Government Of Pakistan SRO on Delivery Karachi Basis)

Rs.19,935,000/=

<u>Terms & Conditions:</u> Three year HP Standard warranty Free Remaining Services & Support On-site basis. Thanking you and assuring you our best service and best business co-operation all the times, we remain.

- No any Document will be providing, make china & others country.
- Warranty will be void in case of:
 - Physical Breakage, Electricity or Lightening Burnt Case & Tempered by unauthorized person /lab.
- Delivery Please allow 4-6 Weeks after the Receipt of confirms order.
- This quotation is valid for 90 days.

HOME SYSTEM Warm regards,

of sed Business Partner

y Alle

mkiny.

0345-3623995











3. Evaluation and Comparison of Technical and Financial Bids

The evaluation will be performed assuming the Contract will be awarded to the bid confirming to Eligibility Criteria and most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost.

a. Eligibility Criteria

- · Valid Registration with Income Tax.
- Valid Registration with Sales Tax.
- Company History years in business.
- Under taking on stamp paper that firm is not involved in any litigation, Department rift, abandoned or unnecessary delay in completion of any work in the Government Department.
- Affidavit/Undertaking on stamp paper that the firm has not been black listed previously by any
 executing agency.

(Note: All documents are mandatory and must be provided otherwise the bid will not be considered).

b. Evaluation Criteria and Comparison of Bid

The Proposals shall be evaluated on the basis of following parameters.

S.#	Evaluation Parameter	Mar ks	Brief Q	Questionnaire			
1	Specifications	400	Compliance with required speci- of quoted items.	fications (Annexure "D") and samples			
			 Balance Sheet and documents to show net worth/financial stability to be provided Tangible net worth is Rs.10 million = 100 marks Tangible net worth is Rs.5 to 9.999 million = 75 marks Tangible net worth is Rs.3 to 4.999 million = 50 marks Tangible net worth less than 3 million = "0" marks 				
2	Financial Capabilities	200	Non submission of Balance sheet bids will be rejected.				
			 Annual Turn Over for last 02 years Rs.50 Million or above = 100 marks 				
OUT:			Rs.40 to 49.999 million = 75 marks				
			 Rs.30 to 39.999 million = 50 marks 				
			 Less than Rs.30 million = "0" marks 				
			Non submission of annual turnover	r bids will be rejected.			
			Bidder should provide Work mentioned in the Tender No	Orders relating to work/supply otice.			
3	Relevant Experience	200	More than three Work Orders	Marks 200			
			Three Work Orders	Marks 150			
			Less than three Work Orders	Each year obtain 50-Marks			
	Total Marks	800					

NB

Minimum passing/qualifying marks is 80% i.e. 640 marks out of 800 marks. The bid not obtaining minimum qualifying score shall not be considered and rejected. Out of the bids qualifying the Evaluation Criteria, the bid with lowest evaluated cost shall be awarded contract provided it meets all other procedural requirements.

Computers

S.No.	Name of Firm
1	M/s Bilal Construction Co.
2	M/s Kontinantal Establishment
3	M/s Home System
4	M/s Imran Electronics
5	M/s MEGAPLUS
6	M/s Quick Marketing Services
7	M/s SI Global
8	M/s Infotech
9	M/s Faiz Scientific

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

1)	NAME OF THE ORGANIZATION / DEPTT.	Sindh Police		
2)	PROVINCIAL / LOCAL GOVT / OTHER	Provincial		
3)	TITLE OF CONTRACT	Procurement of Equipments (Plant & Machinery)		
4)	TENDER NUMBER	INF-KRY No.4635/17		
5)	BRIEF DESCRIPTION OF CONTRACT	225 Nos. Scanners		
6)	FORUM THAT APPROVED THE SCHEME	SNE-2017-18		
7)	TENDER ESTIMATED VALUE	Rs.5,625,000/-		
8)	ENGINEER'S ESTIMATE (For civil works only)			
9)	ESTIMATED COMPLETION PERIOD (AS P	PER CONTRACT) 51 Days		
10)	TENDER OPENED ON (DATE & TIME)	22-11-2017 at 1430 Hours		
11)	NUMBER OF TENDER DOCUMENTS SOLI (Attach list of buyers)	D 09		
12)	NUMBER OF BIDS RECEIVED	05		
	NUMBER OF BIDDERS PRESENT AT THE	TIME OF OPENING OF BIDS 05		
	BID EVALUATION REPORT (Enclose a copy)	Enclosed		
15)	NAME AND ADDRESS OF THE SUCCESSE	FUL BIDDER M/s Mega Plus Pakistan P.E.C.H.S Kyc		
16)	CONTRACT AWARD PRICE	Rs.7,960,725/-		
17)	RANKING OF SUCCESSFUL BIDDER IN E (i.e. 1^{st} , 2^{nd} , 3^{rd} EVALUATION BID).	VALUATION REPORT 1st		
18)	METHOD OF PROCUREMENT USED : - (Ti	ick one)		
	a) SINGLE STAGE – ONE ENVELOPE	PROCEDURE Domestic/ Local		
	b) SINGLE STAGE – TWO ENVELOP	E PROCEDURE √		
	c) TWO STAGE BIDDING PROCEDU	RE		
	d) TWO STAGE – TWO ENVELOPE B	IDDING PROCEDURE		
	PLEASE SPECIFY IF ANY OTHER EMERGENCY, DIRECT CONTRACTIN	METHOD OF PROCUREMENT WAS ADOPTED I		

		1	snpector General of Police Sindh
19) APPROVING AUTHORITY FOR AWARD OF CONTR	ACT_	
20) WHETHER THE PROCUREMENT WAS INCLUDED I	N ANN	NUAL PROCUREMENT PLAN?
			Yes ✓ No
21) ADVERTISEMENT:		
	i) SPPRA Website	Yes	SPPRA I.D. Sr.No.35046
	(If yes, give date and SPPRA Identification No.)	No	
	ii) News Papers (If yes, give names of newspapers and dates)	Yes	Dawn, jang, Aman & Halchal Dated: 04-05-/11/2017
		No	
22) NATURE OF CONTRACT		Domestic/ Local
23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMEN (If yes, enclose a copy)	ITS?	Yes V No
24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMEN (If yes, enclose a copy)	TS?	Yes V No
25) WHETHER APPROVAL OF COMPETENT AUTHORIT METHOD OTHER THAN OPEN COMPETITIVE BIDD		AS OBTAINED FOR USING A Yes No
26) WAS BID SECURITY OBTAINED FROM ALL THE BI	IDDER	Yes V No
27) WHETHER THE SUCCESSFUL BID WAS LOWEST E BID / BEST EVALUATED BID (in case of Consultancies		ATED Yes / No
28) WHETHER THE SUCCESSFUL BIDDER WAS TECHN COMPLIANT?	NICAL	LY Yes V No
29) WHETHER NAMES OF THE BIDDERS AND THEIR THE TIME OF OPENING OF BIDS?	QUOT	TED PRICES WERE READ OUT AT
30) WHETHER EVALUATION REPORT GIVEN TO	BIDDI	ERS BEFORE THE AWARD OF
	CONTRACT? (Attach copy of the bid evaluation report)	4	Yes / No

31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes	Y The same
	No	V
32) ANY DEVIATION FROM SPECIFICATIONS G (If yes, give details)	GIVEN IN THE TEN	NDER NOTICE / DOCUMENTS
(11 yes, give details)	Yes	
	No	1
33) WAS THE EXTENSION MADE IN RESPONSE (If yes, give reasons)	TIME?	
	No	V
34) DEVIATION FROM QUALIFICATION CRITER (If yes, give detailed reasons.)	RIA Yes	
	No	1
35) WAS IT ASSURED BY THE PROCURING A BLACK LISTED?	AGENCY THAT T	HE SELECTED FIRM IS NO
36) WAS A VISIT MADE BY ANY OFFICER/OFF SUPPLIER'S PREMISES IN CONNECTION W BE ASCERTAINED REGARDING FINANCING (If yes, enclose a copy)	THE PROCUE	REMENT? IF SO, DETAILS TO
37) WERE PROPER SAFEGUARDS PROVIDED THE CONTRACT (BANK GUARANTEE ETC.)	Particular Control of the Control of	Yes No
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes	
1 Min	No	V
Signature & Official Stamp of Authorized Officer	stant Inspector General of (Logistic) CPO Sind Karachi.	h,
OFFICE USE ONLY		

<u>SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi</u> Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

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GOVERNMENT OF SINDH POLICE DEPARTMENT

To,

M/s Mega Plus Pakistan, M 44, Block 6, PECHS, Shahrah-e-Faisal Karachi.

Subject:- SUPPLY OF 225 NOS. SCANNER FOR SINDH POLICE FOR THE CURRENT FINANCIAL YEAR 2017-18.

Please refer to this office letter No.G-I/339/2018 dated: 15-03-2018 on the subject noted above.

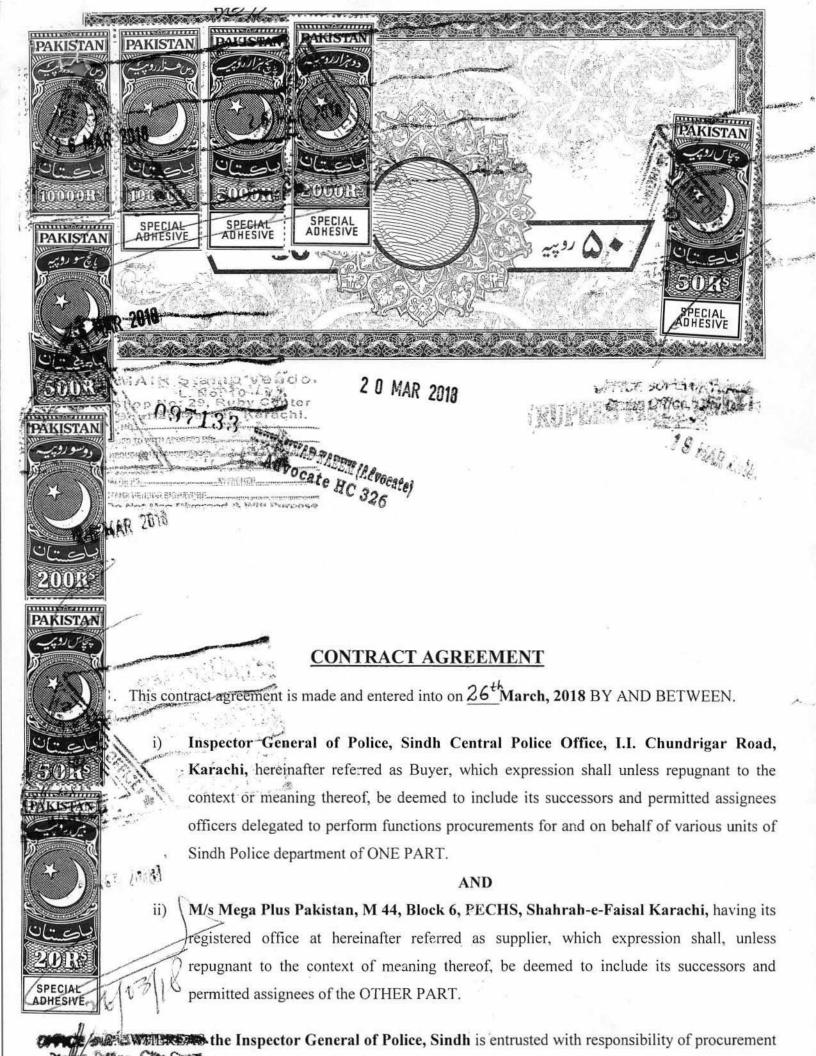
- 2/- Since you have been approved for the supply of the above store to Sindh Police, therefore you are required to undertake this work immediately and make supply of 225 Nos. Scanner Model: (HP Scan Jet Pro 2500 F1 Flatbed) on the conditions noted below:-
- 3/- The following conditions will also be observed strictly:-
 - 1. The store should be in accordance with the details agreed upon in the contract signed by you.
 - 2. The supply should be made F.O.R, Destination (CPO Clothing Store Nishter Road, Garden Karachi).

(SYED MUHAMMAD ALI RAZA) PSP

In My

AIGP/Logistics,
For Inspector General of Police,
Sindh, Karachi.

Copy forwarded to Incharge CPO Sindh Clothing Store, Nishter Road, Garden Karachi for information and necessary action. The committee of the store should please be held immediately on receipt of the store and a copy of the survey committee report sent to this office for further action.



Procurement Rules, 2010 (amended 2017), as adopted by Government of Sindh vide notification No. SORI(SGA&CD) 2-30/2010, dated 8th March 2010 invited tenders for the supply of above Plant & Machinery through advertisement in leading national newspapers.

- 4. That M/s Mega Plus Pakistan, M 44, Block 6, PECHS, Shahrah-e-Faisal Karachi, participated in the response of open tenders, floated IGP Sindh, by submitting technical and financial bids, after necessary evaluation of the products, items described above, the Departmental Committee opened the financial bids in front of all bidders on 08.02.2018.
- 5. That the rates offered by M/s Mega Plus Pakistan, M 44, Block 6, PECHS, Shahrah-e-Faisal Karachi, for the products, items 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 Procurement Committee, the IGP Sindh has accorded approval to place purchase/procurement order in favour of M/s Mega Plus Pakistan, M 44, Block 6, PECHS, Shahrah-e-Faisal Karachi, on terms and conditions specified below:-

NOW THEREFORE PARTIES HEREBY AGREED AS FOLLOW:-

- i) That M/s Mega Plus Pakistan, M 44, Block 6, PECHS, Shahrah-e-Faisal Karachi, shall supply Plant & Machinery described and specified alongwith quantity mentioned above within 51 days from the date of signing of this agreement.
- ii) That all deliveries shall be made at CPO Clothing Store, Nishter Road, Garden, Karachi, between 0900 hours to 1600 hours on working days only.
- Departmental Inspection Committee which shall be at liberty to reject any Plant & Machinery or part thereof if it is not in accordance with approved 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. That no appeal or review will be permissible against the decision of Inspection Committee.
- iv) That the AIGP/Logistics, CPO, Sindh, shall give written receipt signed by him giving out complete details, exhibiting the number of items/articles delivered and the number Plant & Machinery 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.
- Pakistan, M 44, Block 6, PECHS, Shall be taken back and removed by the M/s Mega Plus store, if the replaced store however to an reject by the Inspection Committee then nothing shall become due or recoverable by the lega Plus Pakistan, M 44, Block 6, PECHS, Shahrah-e-Faisal Karachi, in respect to account of Plant & Machinery so rejected.

. C.

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- vii) In case M/s Mega Plus Pakistan, M 44, Block 6, PECHS, Shahrah-e-Faisal Karachi, make default, in the due performance of this agreement/contract in part or full, AIGP/Logistic, CPO, Sindh 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 item/equipment supplied late.
- viii) The AIGP/Logistic, CPO, Sindh shall have right to assess, demand and recover any damages suffered by Police Department due to late supply of the item/articles from the supplier.
- ix) The AIGP/Logistic, CPO, Sindh 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 Mega Plus Pakistan, M 44, Block 6, PECHS, Shahrah-e-Faisal Karachi, by the said AIGP/Logistic, CPO, Sindh, whether by virtue of agreement or otherwise.
- x) The IGP Sindh 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.
- xi) 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. That the supplier has agreed to deliver the supply within 51 days which expires on 15-05-2018, i.e. deadline of supply for financial year 2017-18. Hence supply received upto 15-05-2018 will be acceptable after inspection whereas concerning the supply after deadline, supplier has to deposit 100% Bank Guarantee equal to the amount of remaining/balance supply with the request to extend the supply period. Advance payment on pre-receipted bill against such remaining supply is subject to approval by Finance Department Government of Sindh.
- 7. Warranty:- The supplier warrants that all Goods supplied under the Contract are new, unused, and have no defect. The warranty of the Goods shall remain valid for 01 year after the Goods or any portion thereof as the case may be, have been delivered at final destination indicated in the Contract and accepted after inspection. The Procuring agency will promptly notify the supplier in writing of any claims arising under the warranty, and upon receipt of such notice the supplier shall repair or replace the defective Goods or parts thereof, without costs to the Procuring agency within period as mentioned below:-

Action Item	Response Time
Replacement	48 Hours.
Repair	24 Hours
Re-configuration	4-5 Hours 2
Backup Replacement	24 Hours



If the Supplier having been notified fails to remediate defect (s) within the period specified in contract, the Procuring agency may proceed to the remedial action as may be necessary, at the

contract to cover defects liability period or maintenance period subject to final acceptance by the Purchaser.'

- 10. 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.
- 11. Any notice required under this contract agreement shall be in writing and shall be effective when received by the addressee at its given address.
- 12. If any term, condition, 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.

13. Force Majeure:-

617

i) Definition:-

- (a) For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riot, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockdown, or other industrial action (Except where such strike, lockdowns or other industrial actions are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by the government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub-contractor or agent or employees nor (ii) any event which a diligent party could reasonable have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligation hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

ii) No Breach of contract:-

The failure of Party to fulfill any of its obligations hereunder shall not be considered to be breach of, or default under this contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

iii) Measures to be taken:-

Force Majeure.

iv) Extension of Time:-

(a) Any period within which a party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as result of Force Majeure.

14. Arbitration:-

i) Right to Arbitration

Any disputes between the parties as to matter arising pursuant to this contract which cannot be settled amicably with in seven (07) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party to arbitration in accordance with the provision of contract agreement.

ii) Selection of Arbitrators

Each dispute arising out of this contract and submitted by a party to arbitration shall be submitted for arbitration to a committee of three (3) members. One member shall be designated by client, the second by contractor and a third by mutual agreement of the parties.

iii) Rules of Procedures

- (a) The arbitration proceedings shall be conducted in accordance with the provision of Pakistan Arbitration Act (Act of 1940) as in force on the date of this contract.
- (b) The decision by the committee shall be made on the majority vote basis and this decision shall be binding on both the parties.
- 15. This agreement may be amended only in writing signed by both the parties.
- 16. IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

AIGP/Logistics
On behalf of IGP, Sindh

On behalf of

M/s Mega Plus Pakistan, M 44, Block 6, PECHS, Shahrah-e-Faisal Karachi

Witness:

Syel & Shavia Ali Sheh CNIC: 42201-3456123-1

1 1

BID EVALUATION REPORT

*	Name of Procuring	Auency	Sindh Police	
0	-	the second annual contract to the second		
2.	Tender Reference N	10.	INF-KRY No. 4635/17	
3.	Tender Description	Name of work/Item.	Scanner	
4.	Method of Procurer	nent.	Single Stage Two Envelop	oe Procedure
5.	Tender Published.	SPPRA ID Sr # 35046 Da	wn, Jang, Aman, and Halchal o	dated: 04-05-/11/2017.
		(Print & Electronic Medic	a (SPPRA ID No. & News Pape	ers names with dates)
6.	Total Bid document	s Sold.	09	
7.	Total Bids Received	l	05	
8.	Technical Bid Oper	ing date: (If applicable).	22-11-2017.	
9.	No. of Bid technica	lly qualified (If applicable).	03	
10.	Bid(s) Rejected.		02	# St. 25 .
11.	Financial Bid Open	ing date.	08-02-2018	
	Bid Evaluation Re	port:		13/49/1004

S #	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparis on with Estimated cost	Reasons for acceptance/ rejection	Remarks
0		2	3	4	5	6
1	M/s Mega Plus	Rs.7.960.725/-	. 1 st	Higher than estimated cost	Accepted (Because of lowest rate)	1
2	M/s Kontinantal Establishment	Rs.8.766,000/-	2 nd	Higher than estimated cost	Rejected (Because of Higher rate)	
3	M/s Sherazi Trading	Rs.14,400,000/-	3 rd	Higher than estimated cost	Rejected (Because of Highest rate)	
4	M/s ABM Data System	-		<u>-</u>	Rejected	Does not meet to Departmental Specification
5	M/s Quick Marketing	-			Rejected	Firm failed to hold the demonstration

(Tabasum Abbasi)
Director IT, CPO, Sindh,
(Member)

(Imran Vaqoob Minhas)PSP DIGP/Traffic, Karachi (Chairman)

(Syed Muhammad Ali Raza),PSP AIGP/Logistics CPO, Sindh

(Secretary)

(Abdul Mannan Khan) Examiner of Store

Industries & Commerce Department Sindh

(Suhail Anjum Jafri) SO(Budget) Home Department Sindh

Financial Proposal Form

	Bidder	's Profile	3/13/1	
Vame	Megablu	, Pak	18tern	
Official Address	11			
Telephone(s) No.				
Official Fax No.				
GST Registration No.				
Income Tax Reg. No.				
No. of years in business				
Sr.No. Qu	oted ItemName	Quantity	Unit Cost (Rs) with all Govt: Taxes	Total Cost (Rs) inclusive all taxes
HP2	500fl	225	35,381/-	7,960,680
ankin	All Me			
	Total Co	st in Pak Rup	sees	6
(în words				
				4 4 4

Only Pay Order/Bank Draft for earnest money will be acceptable in favour of AIGP/Logistics,

Central Police Office, Sindh, Karachi.

BIDDER Sign & Seal)

Page 16 of 16

3. Evaluation and Comparison of Technical and Financial Bids

The evaluation will be performed assuming the Contract will be awarded to the bid confirming to Eligibility Criteria and most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost.

a. Eligibility Criteria

- Valid Registration with Income Tax.
- Valid Registration with Sales Tax.
- · Company History years in business.
- Under taking on stamp paper that firm is not involved in any litigation, Department rift, abandoned or unnecessary delay in completion of any work in the Government Department.
- Affidavit/Undertaking on stamp paper that the firm has not been black listed previously by any
 executing agency.

(Note: All documents are mandatory and must be provided otherwise the bid will not be considered).

b. Evaluation Criteria and Comparison of Bid

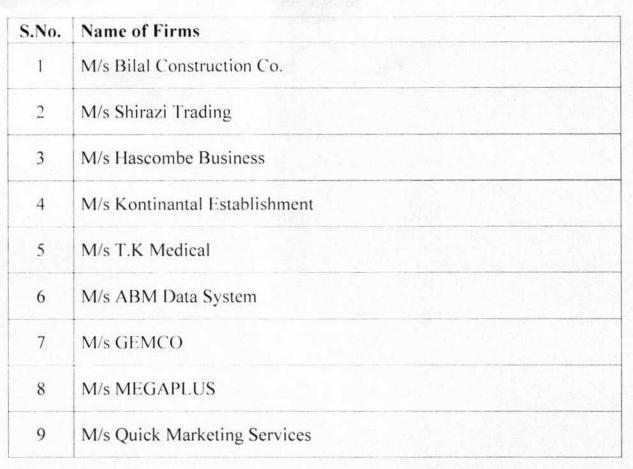
The Proposals shall be evaluated on the basis of following parameters.

S.#	Evaluation Parameter	Mar ks	Brief Q	Questionnaire		
1	Specifications	400	Compliance with required specifications (Annexure "D") and samples of quoted items.			
			Balance Sheet and docum stability to be provided	nents to show net worth/financial		
			 Tangible net worth is Rs.10 million = 100 marks Tangible net worth is Rs.5 to 9.999 million = 75 marks Tangible net worth is Rs.3 to 4.999 million = 50 marks 			
2	Financial Capabilities	200	 Tangible net worth less than Non submission of Balance sheet b 	3 million = "0" marks		
1	Tilianciai Capabilides	200	Annual Turn Over for last 0:			
			 Rs.50 Million or above = 10 Rs.40 to 49.999 million = 75 Rs.30 to 39.999 million = 50 Less than Rs.30 million = "0 	o marks O marks		
100°			Non submission of annual turnover	r bids will be rejected.		
E A	: 6		Bidder should provide Work mentioned in the Tender No	Orders relating to work/supply		
3 1	Relevant Experience	200	More than three Work Orders	Marks 200		
1			Three Work Orders	Marks 150		
			Less than three Work Orders	Each year obtain 50-Marks		
	Total Marks	800				

N.B.

Minimum passing/qualifying marks is 80% i.e. 640 marks out of 800 marks. The bid not obtaining minimum qualifying score shall not be considered and rejected. Out of the bids qualifying the Evaluation Criteria, the bid with lowest evaluated cost shall be awarded contract provided it meets all other procedural requirements.

Scanner



SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

1)	NAME OF THE ORGANIZATION / DEPTT.	Sindh Police
2)	PROVINCIAL / LOCAL GOVT./ OTHER	Provincial
3)	TITLE OF CONTRACT	Procurement of Equipments (Plant & Machinery)
4)	TENDER NUMBER	INF-KRY No.4635/17
5)	BRIEF DESCRIPTION OF CONTRACT	225 Nos. Printers
6)	FORUM THAT APPROVED THE SCHEME	SNE-2017-18
7)	TENDER ESTIMATED VALUE	Rs.4,432,500/-
8)	ENGINEER'S ESTIMATE (For civil works only)	
9)	ESTIMATED COMPLETION PERIOD (AS PE	ER CONTRACT) 51 Days
10)	TENDER OPENED ON (DATE & TIME)	22-11-2017 at 1430 Hours
1)	NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers)	10
12)	NUMBER OF BIDS RECEIVED	08
13)	NUMBER OF BIDDERS PRESENT AT THE 1	TIME OF OPENING OF BIDS 08
14)	BID EVALUATION REPORT (Enclose a copy)	Enclosed
15)	NAME AND ADDRESS OF THE SUCCESSFU	JL BIDDER M/s Mega Plus Pakistan P.E.C.H.S Kyc
16)	CONTRACT AWARD PRICE	Rs.4,953,375/-
17)	RANKING OF SUCCESSFUL BIDDER IN EV (i.e. 1 st , 2 nd , 3 rd EVALUATION BID).	ALUATION REPORT 1st
18)	METHOD OF PROCUREMENT USED : - (Tic	k one)
	a) SINGLE STAGE – ONE ENVELOPE	PROCEDURE Domestic/ Local
	b) SINGLE STAGE – TWO ENVELOPE	PROCEDURE √
	c) TWO STAGE BIDDING PROCEDUR	E
	d) TWO STAGE – TWO ENVELOPE BI	
	PLEASE SPECIFY IF ANY OTHER EMERGENCY, DIRECT CONTRACTING	METHOD OF PROCUREMENT WAS ADOPTED BETC. WITH BRIEF REASONS:

	ETHER THE PROCUREMENT WAS INCLUDED IN	N ANN	NUAL PROCUREMENT PLAN?
			Yes 🗸 No
21) ADV	VERTISEMENT:		
i)	SPPRA Website (If yes, give date and SPPRA Identification No.)	Yes	SPPRA I.D. Sr.No.35046
		No	
ii)	News Papers (If yes, give names of newspapers and dates)	Yes	Dawn, jang, Aman & Halchal Dated: 04-05-/11/2017
		No	
			Domestic/
22) NA1	TURE OF CONTRACT		Local V Int.
WAS	ETHER QUALIFICATION CRITERIA S INCLUDED IN BIDDING / TENDER DOCUMEN' es, enclose a copy)	TS?	Yes / No
	ETHER BID EVALUATION CRITERIA	A	Yes V No
	S INCLUDED IN BIDDING / TENDER DOCUMEN es, enclose a copy)	rs?	
		ALLEGA THE SECOND S	Br.
	ETHER APPROVAL OF COMPETENT AUTHORIT THOD OTHER THAN OPEN COMPETITIVE BIDDI		S OBTAINED FOR USING A Yes No
MET		ING?	Yes No 🗸
ME7 26) WAS 27) WHI	THOD OTHER THAN OPEN COMPETITIVE BIDD	DDER	Yes No V
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200 1000020			
31) ANY COMPLAINTS RECEIVED (If yes, result thereof)		Yes	
		No	√
 ANY DEVIATION FROM SPECIFICATIONS Of (If yes, give details) 	GIVEN IN TH	E TEN	NDER NOTICE / DOCUMENTS
(11 yes, give details)		Yes	
		No	1
33) WAS THE EXTENSION MADE IN RESPONSE (If yes, give reasons)		Yes	
		No	√
34) DEVIATION FROM QUALIFICATION CRITER (If yes, give detailed reasons.)		Yes	
		No	V
BLACK LISTED?),	НЕ РІ	Yes No No
36) WAS A VISIT MADE BY ANY OFFICER/OFF SUPPLIER'S PREMISES IN CONNECTION W BE ASCERTAINED REGARDING FINANCING (If yes, enclose a copy)	ITH THE PR		REMENT? IF SO, DETAILS TO
SUPPLIER'S PREMISES IN CONNECTION W BE ASCERTAINED REGARDING FINANCING	ON MOBIL	F ABI	REMENT? IF SO, DETAILS TO ROAD: Yes No V
SUPPLIER'S PREMISES IN CONNECTION W BE ASCERTAINED REGARDING FINANCING (If yes, enclose a copy) 37) WERE PROPER SAFEGUARDS PROVIDED	ON MOBIL	FABI	REMENT? IF SO, DETAILS TO ROAD: Yes No V ON ADVANCE PAYMENT II
SUPPLIER'S PREMISES IN CONNECTION W BE ASCERTAINED REGARDING FINANCING (If yes, enclose a copy) 37) WERE PROPER SAFEGUARDS PROVIDED THE CONTRACT (BANK GUARANTEE ETC.) 38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	ON MOBIL ?	Yes No General O Sind	REMENT? IF SO, DETAILS TO ROAD: Yes No V ON ADVANCE PAYMENT IN Yes No V
SUPPLIER'S PREMISES IN CONNECTION W BE ASCERTAINED REGARDING FINANCING (If yes, enclose a copy) 37) WERE PROPER SAFEGUARDS PROVIDED THE CONTRACT (BANK GUARANTEE ETC.) 38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	ON MOBIL	Yes No General O Sind	REMENT? IF SO, DETAILS TO ROAD: Yes No V ON ADVANCE PAYMENT IN Yes No V

<u>SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi</u> Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

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GOVERNMENT OF SINDH POLICE DEPARTMENT

No. G-I/<u>370</u>/2018/Karachi Dated 27-03-2018.

To,

M/s Mega Plus Pakistan, M 44, Block 6, PECHS, Shahrah-e-Faisal Karachi.

Subject:- SUPPLY OF 225 NOS. LASER PRINTER FOR SINDH POLICE FOR THE CURRENT FINANCIAL YEAR 2017-18.

Please refer to this office letter No.G-I/340/2018 dated: 15-03-2018 on the subject noted above.

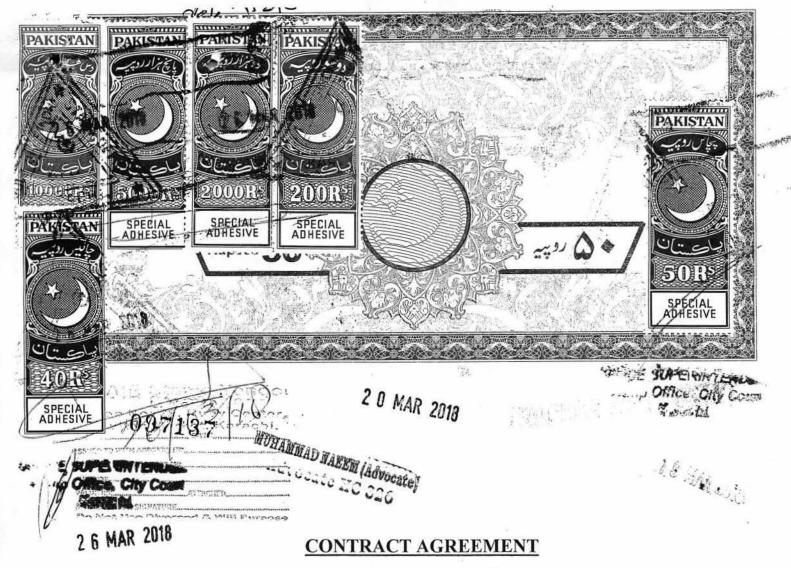
- 2/- Since you have been approved for the supply of the above store to Sindh Police, therefore you are required to undertake this work immediately and make supply of 225 Nos. Laser Printer Model: (HP Laser Jet Pro M203dn) on the conditions noted below:-
- 3/- The following conditions will also be observed strictly:-
 - 1. The store should be in accordance with the details agreed upon in the contract signed by you.
 - 2. The supply should be made F.O.R, Destination (CPO Clothing Store Nishter Road, Garden Karachi).

(SYED MUHAMMAD ALI RAZA) PSP

In his

AIGP/Logistics,
For Inspector General of Police,
Sindh, Karachi.

Copy forwarded to Incharge CPO Sindh Clothing Store, Nishter Road, Garden Karachi for information and necessary action. The committee of the store should please be held immediately on receipt of the store and a copy of the survey committee report sent to this office for further action.



- 1. This contract agreement is made and entered into on 26th March, 2018 BY AND BETWEEN.
 - i) Inspector General of Police, Sindh Central Police Office, I.I. Chundrigar Road, Karachi, hereinafter referred as Buyer, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees officers delegated to perform functions procurements for and on behalf of various units of Sindh Police department of ONE PART.

AND

- ii) M/s Mega Plus Pakistan, M 44, Block 6, PECHS, Shahrah-e-Faisal Karachi, 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 assignees of the OTHER PART.
- WHEREAS the Inspector General of Police, Sindh is entrusted with responsibility of procurement of Plant & Machinery during current financial year 2017-18 as per description, with specification and quantity, given below:-

Description of Articles	Quantity/Number
Laser Printer	
As per Approved quoted Model	225 Nos.

in the response of open tenders, floated IGP Sindh, by submitting technical and financial bids, after necessary evaluation of the products, items described above, the Departmental Committee opened the financial bids in front of all bidders on 08.02.2018.

5. That the rates offered by M/s Mega Plus Pakistan, M 44, Block 6, PECHS, Shahrah-e-Faisal Karachi, for the products, items 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 Procurement Committee, the IGP Sindh has accorded approval to place purchase/procurement order in favour of M/s Mega Plus Pakistan, M 44, Block 6, PECHS, Shahrah-e-Faisal Karachi, on terms and conditions specified below:-

NOW THEREFORE PARTIES HEREBY AGREED AS FOLLOW:-

14

- i) That M/s Mega Plus Pakistan, M 44, Block 6, PECHS, Shahrah-e-Faisal Karachi, shall supply Plant & Machinery described and specified alongwith quantity mentioned above within 51 days from the date of signing of this agreement.
- ii) That all deliveries shall be made at CPO Clothing Store, Nishter Road, Garden, Karachi, between 0900 hours to 1600 hours on working days only.
- 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 Plant & Machinery or part thereof if it is not in accordance with approved 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. That no appeal or review will be permissible against the decision of Inspection Committee.
- iv) That the AIGP/Logistics, CPO, Sindh, shall give written receipt signed by him giving out complete details, exhibiting the number of items/articles delivered and the number Plant & Machinery 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.
- v) That all Plant & Machinery rejected shall be taken back and removed by the M/s Mega Plus Pakistan, M 44, Block 6, PECHS, Shahrah-e-Faisal Karachi, and replace with the new store, if the replaced store however again rejected by the Inspection Committee then nothing shall become due or recoverable by the M/s Mega Plus Pakistan, M 44, Block 6, PECHS, Shahrah-e-Faisal Karachi, in respect on account of Plant & Machinery so rejected.
- vi) That all articles accepted shall be paid for by the AIG*/Logistic, CPO, Sindh at the rate specified below (F.O.R Destination) within financial variable 17-18.

specified below (F.O.R Destination) within financial vol 2017-18.

Item/Article Qty Rate Par Unit otal Amount



- damages suffered by Police Department due to late supply of the item/articles from the supplie.
- ix) The AIGP/Logistic, CPO, Sindh 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 Mega Plus Pakistan, M 44, Block 6, PECHS, Shahrah-e-Faisal Karachi, by the said AIGP/Logistic, CPO, Sindh, whether by virtue of agreement or otherwise.
- x) The IGP Sindh 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.
- xi) 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. That the supplier has agreed to deliver the supply within 51 days which expires on 15-05-2018, i.e. deadline of supply for financial year 2017-18. Hence supply received upto 15-05-2018 will be acceptable after inspection whereas concerning the supply after deadline, supplier has to deposit 100% Bank Guarantee equal to the amount of remaining/balance supply with the request to extend the supply period. Advance payment on pre-receipted bill against such remaining supply is subject to approval by Finance Department Government of Sindh.
- 7. Warranty:- The supplier warrants that all Goods supplied under the Contract are new, unused, and have no defect. The warranty of the Goods shall remain valid for 01 year after the Goods or any portion thereof as the case may be, have been delivered at final destination indicated in the Contract and accepted after inspection. The Procuring agency will promptly notify the supplier in writing of any claims arising under the warranty, and upon receipt of such notice the supplier shall repair or replace the defective Goods or parts thereof, without costs to the Procuring agency within period as mentioned below:-

Action Item	Response Time	
Replacement	48 Hours.	
Repair	24 Hours	
Re-configuration	4-5 Hours	
Backup Replacement	24 Hours	

If the Supplier having been notified fails to remedy the defect (s) within the period specified in contract, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

8. Any claim in the case of discrepant quality/specification/performance shall be raised by the Purchaser in writing within the guarantee/warranty period of the contracted stores. Such a period (equipment remained in defective/non-operational state) will be subtracted from the

received by the addressee at its given address.

12. If any term, condition, 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.

13. Force Majeure:-

i) Definition:-

- (a) For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riot, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockdown, or other industrial action (Except where such strike, lockdowns or other industrial actions are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by the government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub-contractor or agent or employees nor (ii) any event which a diligent party could reasonable have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligation hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

ii) No Breach of contract:-

The failure of Party to fulfill any of its obligations hereunder shall not be considered to be breach of, or default under this contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

iii) Measures to be taken:-

- (a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with minimum delay.
- (b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than thirty days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal condition as soon as possible

14. Arbitration:-

i) Right to Arbitration

Any disputes between the parties as to matter arising pursuant to this contract which cannot be settled amicably with in seven (07) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party to arbitration in accordance with the provision of contract agreement.

ii) Selection of Arbitrators

Each dispute arising out of this contract and submitted by a party to arbitration shall be submitted for arbitration to a committee of three (3) members. One member shall be designated by client, the second by contractor and a third by mutual agreement of the parties.

iii) Rules of Procedures

- (a) The arbitration proceedings shall be conducted in accordance with the provision of Pakistan Arbitration Act (Act of 1940) as in force on the date of this contract.
- (b) The decision by the committee shall be made on the majority vote basis and this decision shall be binding on both the parties.
- 15. This agreement may be amended only in writing signed by both the parties.
- 16. IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

AIGP/Logistics
On behalf of IGP, Sindh

On behalf of

M/s Mega Plus Pakistan, M 44, Block 6, PECHS, Shahrah-e-Faisal Karachi

Witness:

gred Sharin Ali Sheh

42201-3456-123-1

1) harbi

2) Jacks Fram. 2) 42/01-16/2/39-8.

BID EVALUATION REPORT

1.	Name of Procuring Ag	gency.	Sindh Police	
2.	Tender Reference No. I Tender Description/Name of work/Item.		INF-KRY No. 4635/17	
3.			Printer	
4.	Method of Procureme	nt.	Single Stage Two Envelope Procedure	
5.	Tender Published.	SPPRA ID Sr # 35046 Γ	Dawn, Jang, Aman, and Halchal dated: 04-05-/11/	2017
		Print & Electronic Mea	lia (SPPRA ID No. & News Papers names with do	iles)
6.	Total Bid documents S	Sold.	10	1- 79
7.	Total Bids Received.		08	
8.	Technical Bid Openin	g date: (If applicable).	22-11-2017.	
9.	No. of Bid technically	qualified (If applicable)	. 03	
10.	Bid(s) Rejected.		05	
11.	Financial Bid Opening	g date.	08-02-2018	

Bid Evaluation Report:

S #	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Compariso n with Estimated cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	M/s Mega Plus	Rs.4,953,375/-	l _{st}	Higher than estimated cost	Accepted (Because of lowest rate)	
2	M/s Kontinantal Establishment	Rs.5.130.000/-	2 nd	Higher than estimated cost	Rejected (Because of Higher rate)	2-10
3	M/s Imran Electronics	Rs.5,538,150/-	3 rd	Higher than estimated cost	Rejected (Because of Highest rate)	
4	M/s Sherazi Trading				Rejected	Does not meet to Departmental Specification
5	M/s Hascombe Business				Rejected	Firm failed to hold the demonstration
6	M/s ABM Data System			1 Rejected		Does not meet to Departmental Specification
7	M/s GEMCO	-	CANCELLE SAN CANCEL		Rejected	Firm failed to hold the demonstration
8	M/s Quick Marketing	-			Rejected	Firm failed to hold the demonstration

(Tabasum Abbasi)
Director IT, CPO, Sindh,
(Member)

(Imran Yaqoob Minhas)PSP DIGP/Traffic, Karachi (Chairman)

(Syed Muhammad Ali Raza),PSP AlGP/Logistics CPO, Sindh (Secretary)

(Abdul Mannan Khan) Examiner of Store

(Suhail anjun Jafri)

Financial Proposal Form

Name	Mean	Bidder's Profile	7	
Official Address	0	tra -	aki Sta	1
Telephone(s) No.				
Official Fax No.				
GST Registration No.				1990.
Income Tax Reg. No.				770-101
No. of years in business				
Printe HP Laso M203dr	ItemName L	Quantity 225	Unit Cost (Rs) with all Govt: Taxes	Total Cost (Rs) inclusive all taxes
an Allite		in Pak Rupecs	1015	7,753,312
Earnest money will be equenced Only Pay Order/Bank Dentral Police Office, Since	uvalent to 2% of th)

Page 16 of 16

3. Evaluation and Comparison of Technical and Financial Bids

The evaluation will be performed assuming the Contract will be awarded to the bid confirming to Eligibility Criteria and most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost.

a. Eligibility Criteria

- Valid Registration with Income Tax.
- Valid Registration with Sales Tax.
- Company History years in business.
- Under taking on stamp paper that firm is not involved in any litigation, Department rift, abandoned or unnecessary delay in completion of any work in the Government Department.
- Affidavit/Undertaking on stamp paper that the firm has not been black listed previously by any
 executing agency.

(Note: All documents are mandatory and must be provided otherwise the bid will not be considered).

b. Evaluation Criteria and Comparison of Bid

The Proposals shall be evaluated on the basis of following parameters.

S.#	Evaluation Parameter	Mar ks	Brief Q	uestionnaire		
1	Specifications	400	Compliance with required specifications (Annexure "D") and of quoted items.			
2	Financial Capabilities	200	Balance Sheet and docum stability to be provided Tangible net worth is Rs.10 to Tangible net worth is Rs.5 to Tangible net worth is Rs.3 to Tangible net worth less than Non submission of Balance sheet be Annual Turn Over for last 02 Rs.50 Million or above = 100 Rs.40 to 49.999 million = 75 Rs.30 to 39.999 million = 50 Less than Rs.30 million = "0	9 9.999 million = 75 marks 4.999 million = 50 marks 3 million = "0" marks ids will be rejected. 2 years 0 marks marks marks marks "" marks		
3	Relevant Experience	200	Bidder should provide Work mentioned in the Tender No More than three Work Orders Three Work Orders Less than three Work Orders	Orders relating to work/supply		
	Total Marks	800				

N.B.

Minimum passing/qualifying marks is 80% i.e. 640 marks out of 800 marks. The bid not obtaining minimum qualifying score shall not be considered and rejected. Out of the bids qualifying the Evaluation Criteria, the bid with lowest evaluated cost shall be awarded contract provided it meets all other procedural requirements.

Printers

S.No.	Name of Firms
1	M/s Bilal Construction Co.
2	M/s Shirazi Trading
3	M/s Hascombe Business
4	M/s Kontinantal Establishment
5	M/s T.k Medical
6	M/s Imran Electronics
7	M/s ABM Data System
8	M/s GEMCO
9	M/s MEGAPLUS
10	M/s Quick Marketing Services

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

1)	NAME OF THE ORGANIZATION / DEPTT.	Sindh Police				
2)	PROVINCIAL / LOCAL GOVT./ OTHER	Provincial				
3)	TITLE OF CONTRACT Procurement of Equipments (Plant & Machinery)					
4)						
5)	BRIEF DESCRIPTION OF CONTRACT	225 Nos. UPS				
6)	FORUM THAT APPROVED THE SCHEME	SNE-2017-16 Rs.3,690,000/-				
7)	TENDER ESTIMATED VALUE					
8)	ENGINEER'S ESTIMATE (For civil works only)					
9)	ESTIMATED COMPLETION PERIOD (AS P	ER CONTRACT) 55 Days				
10)	TENDER OPENED ON (DATE & TIME)	22-11-2017 at 1430 Hours				
11)	NUMBER OF TENDER DOCUMENTS SOLE (Attach list of buyers)) 12				
12)	NUMBER OF BIDS RECEIVED	04				
13)	NUMBER OF BIDDERS PRESENT AT THE	TIME OF OPENING OF BIDS 04				
14)	BID EVALUATION REPORT (Enclose a copy)	Enclosed				
15)	NAME AND ADDRESS OF THE SUCCESSF	UL BIDDER M/s GEMCO P.E.C.H.S	Karachi			
16)	CONTRACT AWARD PRICE	Rs.3,132,675/-				
17)	RANKING OF SUCCESSFUL BIDDER IN EV (i.e. 1 st , 2 nd , 3 rd EVALUATION BID).	VALUATION REPORT 1st				
18)	METHOD OF PROCUREMENT USED : - (Tie	ck one)				
	a) SINGLE STAGE – ONE ENVELOPE	PROCEDURE	Domestic/ Local			
	b) SINGLE STAGE – TWO ENVELOPE	E PROCEDURE	V			
	c) TWO STAGE BIDDING PROCEDUR	RE				
	d) TWO STAGE – TWO ENVELOPE B	IDDING PROCEDURE				
	PLEASE SPECIFY IF ANY OTHER EMERGENCY, DIRECT CONTRACTING		AS ADOPTED			

		Is	supector General of Police Sindh
19) APPROVING AUTHORITY FOR AWARD OF CONTRA	ACT_	
20) WHETHER THE PROCUREMENT WAS INCLUDED IN	N ANN	Yes
21) ADVERTISEMENT :		
	SPPRA Website (If yes, give date and SPPRA Identification No.)	Yes	SPPRA I.D. Sr.No.35046
		No	
	ii) News Papers (If yes, give names of newspapers and dates)	Yes	Dawn, jang, Aman & Halchal Dated: 04-05-/11/2017
		No	
22) NATURE OF CONTRACT		Domestic/ Local ✓ Int.
23	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMEN (If yes, enclose a copy)	ΓS?	Yes / No
24	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMEN (If yes, enclose a copy)	ΓS?	Yes / No
25	WHETHER APPROVAL OF COMPETENT AUTHORIT METHOD OTHER THAN OPEN COMPETITIVE BIDD		S OBTAINED FOR USING A Yes No
26) WAS BID SECURITY OBTAINED FROM ALL THE BI	DDER	S? Yes ✓ No
27) WHETHER THE SUCCESSFUL BID WAS LOWEST EV BID / BEST EVALUATED BID (in case of Consultancies		ATED Yes / No
28) WHETHER THE SUCCESSFUL BIDDER WAS TECHN COMPLIANT?	ICALI	Yes V No
29	WHETHER NAMES OF THE BIDDERS AND THEIR THE TIME OF OPENING OF BIDS?	TOUÇ	ED PRICES WERE READ OUT AT Yes No No
30) WHETHER EVALUATION REPORT GIVEN TO CONTRACT?	BIDDE	ERS BEFORE THE AWARD OF
	(Attach copy of the bid evaluation report)		Yes V No

31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes	
	No	V
32) ANY DEVIATION FROM SPECIFICATIONS GIVEN II	N THE TEN	IDER NOTICE / DOCUMENTS
(If yes, give details)	Yes	
	No	V
33) WAS THE EXTENSION MADE IN RESPONSE TIME?		
(If yes, give reasons)	Yes	
	No	√
34) DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons.)	Yes	
	No	V
	4	Yes V No
36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL SUPPLIER'S PREMISES IN CONNECTION WITH TH BE ASCERTAINED REGARDING FINANCING OF VIS (If yes, enclose a copy)	E PROCUE	REMENT? IF SO, DETAILS TO
SUPPLIER'S PREMISES IN CONNECTION WITH TH BE ASCERTAINED REGARDING FINANCING OF VIS	E PROCUE	REMENT? IF SO, DETAILS TO ROAD: Yes No
SUPPLIER'S PREMISES IN CONNECTION WITH TH BE ASCERTAINED REGARDING FINANCING OF VIS (If yes, enclose a copy) 37) WERE PROPER SAFEGUARDS PROVIDED ON MO	E PROCUE	Yes No V
SUPPLIER'S PREMISES IN CONNECTION WITH TH BE ASCERTAINED REGARDING FINANCING OF VIS (If yes, enclose a copy) 37) WERE PROPER SAFEGUARDS PROVIDED ON MO THE CONTRACT (BANK GUARANTEE ETC.)? 38) SPECIAL CONDITIONS, IF ANY	E PROCUE SIT, IF ABE DBILIZATIO	Yes No V
SUPPLIER'S PREMISES IN CONNECTION WITH THE BE ASCERTAINED REGARDING FINANCING OF VIS (If yes, enclose a copy) 37) WERE PROPER SAFEGUARDS PROVIDED ON MCTHE CONTRACT (BANK GUARANTEE ETC.)? 38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	PROCUE SIT, IF ABE DBILIZATIO	Yes No V Paral of Police Sindh,
SUPPLIER'S PREMISES IN CONNECTION WITH THE BE ASCERTAINED REGARDING FINANCING OF VIS (If yes, enclose a copy) 37) WERE PROPER SAFEGUARDS PROVIDED ON MOTHE CONTRACT (BANK GUARANTEE ETC.)? 38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description) Signature & Official Stamp of Assistant	Yes No Inspector Generation CPO 3	PERMENT? IF SO, DETAILS TO ROAD: Yes No V DN ADVANCE PAYMENT Yes No V Peral of Police Sindh,

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

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GOVERNMENT OF SINDH POLICE DEPARTMENT

No. G-I/ 363 /2018/Karachi Dated 22 -03-2018.

To,

M/s GEMCO, 43/4/A, Block-6, PECHS, Karachi.

Subject:- SUPPLY OF 225 NOS. UPS FOR SINDH POLICE FOR THE CURRENT FINANCIAL YEAR 2017-18.

Please refer to this office letter No.G-I/338/2018 dated: 15-03-2018 on the subject noted above.

Since you have been approved for the supply of the above store to Sindh Police, therefore you are required to undertake this work immediately and make supply of 225 Nos. UPS Model: (BPC Power Star Extreme 1000va smart) on the conditions noted below:-

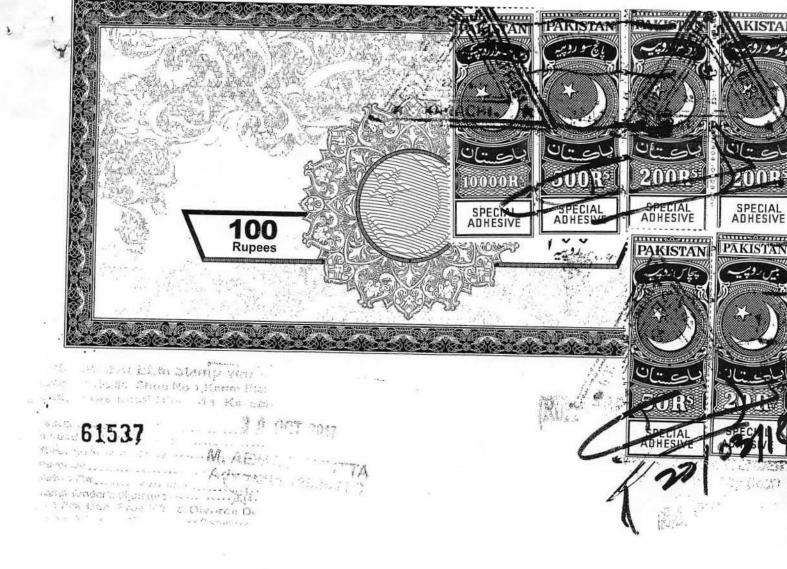
- 3/- The following conditions will also be observed strictly:-
 - 1. The store should be in accordance with the details agreed upon in the contract signed by you.
 - 2. The supply should be made F.O.R, Destination (CPO Clothing Store Nishter Road, Garden Karachi).

(SYED MUHAMMAD ALI RAZA) PSP

m My

AIGP/Logistics, For Inspector General of Police, Sindh, Karachi.

Copy forwarded to Incharge CPO Sindh Clothing Store, Nishter Road, Garden Karachi for information and necessary action. The committee of the store should please be held immediately on receipt of the store and a copy of the survey committee report sent to this office for further action.



CONTRACT AGREEMENT

- 1. This contract agreement is made and entered into on 22" March, 2018 BY AND BETWEEN.
 - i) Inspector General of Police, Sindh Central Police Office, I.I. Chundrigar Road, Karachi, hereinafter referred as Buyer, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees officers delegated to perform functions procurements for and on behalf of various units of Sindh Police department of ONE PART.

AND

- ii) M/s GEMCO, 43/4/A, Block-6, PECHS, Karachi, 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 assignees of the OTHER PART.
- WHEREAS the Inspector General of Police, Sindh is entrusted with responsibility of procurement of Plant & Machinery during current financial year 2017-18 as per description, with specification and quantity, given below:-

Procurement Rules, 2010 (amended 2017), as adopted by Government of Sindh vide notification <u>No.</u>

<u>SORI(SGA&CD) 2-30/2010</u>, <u>dated 8th March 2010</u> invited tenders for the supply of above Plant & Machinery through advertisement in leading national newspapers.

- 4. That M/s GEMCO, 43/4/A, Block-6, PECHS, Karachi, participated in the response of open tenders, floated IGP Sindh, by submitting technical and financial bids, after necessary evaluation of the products, items described above, the Departmental Committee opened the financial bids in front of all bidders on 08.02.2018.
- 5. That the rates offered by M/s GEMCO, 43/4/A, Block-6, PECHS, Karachi, for the products, items 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 Procurement Committee, the IGP Sindh has accorded approval to place purchase/procurement order in favour of M/s GEMCO, 43/4/A, Block-6, PECHS, Karachi, on terms and conditions specified below:-

NOW THEREFORE PARTIES HEREBY AGREED AS FOLLOW:-

- i) That M/s GEMCO, 43/4/A, Block-6, PECHS, Karachi, shall supply Plant & Machinery described and specified alongwith quantity mentioned above within 55 days from the date of signing of this agreement.
- ii) That all deliveries shall be made at CPO Clothing Store, Nishter Road, Garden, Karachi, between 0900 hours to 1600 hours on working days only.
- Departmental Inspection Committee which shall be at liberty to reject any Plant & Machinery or part thereof if it is not in accordance with approved 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. That no appeal or review will be permissible against the decision of Inspection Committee.
- iv) That the AIGP/Logistics, CPO, Sindh, shall give written receipt signed by him giving out complete details, exhibiting the number of items/articles delivered and the number Plant & Machinery 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.
- That all Plant & Machinery rejected shall be taken back and removed by the M/s GEMCO, 43/4/A, Block-6, PECHS, Karachi, and replace with the new store, if the replaced store however again rejected by the Inspection Committee then nothing shall become due or recoverable by the M/s GEMCO, 43/4/A, Block-6, PECHS, Karachi, in respect on account of Plant & Machinery so rejected.
- vi) That all articles accepted shall be paid for by the AIGP/Logistic, CPO, Sindh at the rate specified below (F.O.R Destination) within financial year 2017-18.

- damages suffered by Police Department due to late supply of the item/articles from the supplier.
- ix) The AIGP/Logistic, CPO, Sindh 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 GEMCO, 43/4/A, Block-6, PECHS, Karachi, by the said AIGP/Logistic, CPO, Sindh, whether by virtue of agreement or otherwise.
- x) The IGP Sindh 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.
- xi) 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. That the supplier has agreed to deliver the supply within 55 days which expires on 15-05-2018, i.e. deadline of supply for financial year 2017-18. Hence supply received upto 15-05-2018 will be acceptable after inspection whereas concerning the supply after deadline, supplier has to deposit 100% Bank Guarantee equal to the amount of remaining/balance supply with the request to extend the supply period. Advance payment on pre-receipted bill against such remaining supply is subject to approval by Finance Department Government of Sindh.
- 7. Warranty:- The supplier warrants that all Goods supplied under the Contract are new, unused, and have no defect. The warranty of the Goods shall remain valid for 01 year after the Goods or any portion thereof as the case may be, have been delivered at final destination indicated in the Contract and accepted after inspection. The Procuring agency will promptly notify the supplier in writing of any claims arising under the warranty, and upon receipt of such notice the supplier shall repair or replace the defective Goods or parts thereof, without costs to the Procuring agency within period as mentioned below:-

Action Item	Response Time
Replacement	24 Hours.
Repair	24 Hours
Re-configuration	
Backup Replacement	48 Hours

If the Supplier having been notified fails to remedy the defect (s) within the period specified in contract, the Procuring agency may proceed to take such remedial action as may be necessary, at the Supplier risk and expense and without prejudice to any other rights which the Procuring agency may have against the Supplier under the Contract.

8. Any claim in the case of discrepant quality/specification/performance shall be raised by the Purchaser in writing within the guarantee/warranty period of the contracted stores. Such a period (equipment remained in defective/non-operational state) will be subtracted from the total warranty/guarantee period.

received by the addressee at its given address.

12. If any term, condition, 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.

13. Force Majeure:-

i) Definition:-

- (a) For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a Farty's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riot, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockdown, or other industrial action (Except where such strike, lockdowns or other industrial actions are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by the government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub contractor or agent or employees nor (ii) any event which a diligent party could reasonable have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligation hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

ii) No Breach of contract:-

The failure of Party to fulfill any of its obligations hereunder shall not be considered to be breach of, or default under this contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

iii) Measures to be taken:-

- (a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with minimum delay.
- (b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in any event not later than thirty days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal condition as scon as possible.

i) Right to Arbitration

Any disputes between the parties as to matter arising pursuant to this contract which cannot be settled amicably with in seven (07) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party to arbitration in accordance with the provision of contract agreement.

ii) Selection of Arbitrators

Each dispute arising out of this contract and submitted by a party to arbitration shall be submitted for arbitration to a committee of three (3) members. One member shall be designated by client, the second by contractor and a third by mutual agreement of the parties.

iii) Rules of Procedures

- (a) The arbitration proceedings shall be conducted in accordance with the provision of Pakistan Arbitration Act (Act of 1940) as in force on the date of this contract.
- (b) The decision by the committee shall be made on the majority vote basis and this decision shall be binding on both the parties.
- 15. This agreement may be amended only in writing signed by both the parties.
- 16. IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

AIGP/Logistics
On behalf of IGP, Sindh

On behalf of

M/s GEMCO, 43/4/A, Block-6, PECHS, Karachi

Witness:

1) Lanh KAMBAN W2301-8178645-1

2) JOO ZAMERR AHMAD. 43302-3550639-1

BID EVALUATION REPORT

100	Name of Procuring	Agency.	Sindh Police
2.	Tender Reference No.		INF-KRY No. 4635/17
3.	Tender Description	Name of work/Item	UPS
4.	Method of Procurement.		Single Stage Two Envelope Procedure .
5.	Tender Published.	SPPRA ID Sr # 35046 Da	awn, Jang, Aman, and Halchal dated: 04-05-/11/2017
			a (SPPRA ID No. & News Papers names with dates)
6.	Total Bid document	s Sold.	12
7.	Total Bids Received	l.	04
8.	Technical Bid Oper	ing date: (If applicable).	22-11-2017.
9.		lly qualified (If applicable).	02
10.	Bid(s) Rejected.		02
11.	Financial Bid Open	ing date.	08-02-2018
	Bid Evaluation Re		

S #	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparis on with Estimated cost	Reasons for acceptance/ rejection	Remarks -
0	1	2	3	4	5	6
1	M/s GEMCO	Rs.3.132.675/-	l st	Lower than estimated cost	Accepted (Because of lowest rate)	
2	M/s Kontinantal Establishment	Rs.3,262,500/-	2 nd	1.ower than estimated cost	Rejected (Because of Higher rate)	
3	M/s Quick Marketing				Rejected	Firm failed to hold the demonstration
4	M/s A.J Enterprises			-	Rejected	Does not meet to Departmental Specification

(Tabasum Abbasi) Director IT, CPO, Sindh, (Member) (Imran Yaqoob Minhas)PSP DIGP/Traffic, Karachi (Chairman)

> (Syed Muhammad Ali Raza),PSP AIGP/Logistics CPO, Sindh (Secretary)

(Abdul Mannan Khan) Examiner of Store

Industries & Commerce Department Sindh

(Member)

(Suhail Anjum Jafri) SO(Budget)

Home Department Sindh (Member)

Financial Proposal Form

	Bidder's	Profile						
Name	m15. Samuel	100						
Official Address	43/4-A, BLOC	43/4-A, BLOCK-6, PBCHS, KARDENI						
Telephone(s) No.	021-34389581-88							
Official Fax No.								
GST Registration No.	12-20-89		35-37					
Income Tax Reg. No.	1273297-1							
No. of years in business	55 YSARS.							
Sr.No. Qu	oted ItemName	Quantity	Unit Cost (Rs) with all Govt: Taxes	Total Cost (Rs) inclusive all taxes				
	DOWIZESTAR ZM12 1000 SMAR	225	13,923	0.3,132,67				
1/ 2/1		n Pak Rune	100					
1 300	Total Cost i	in rak reipe	, 1					
(in words.	HRZZ MILLION	. F	Hundred -	Thety Two				

Only Pay Order/Bank Draft for earnest money will be acceptable in favour of AIGP/Logistics, Central Police Office, Sindh, Karachi.

BIDDER (Sign + Seal)

Page 16 of 16

3. Evaluation and Comparison of Technical and Financial Bids

The evaluation will be performed assuming the Contract will be awarded to the bid confirming to Eligibility Criteria and most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost.

a. Eligibility Criteria

- Valid Registration with Income Tax.
- Valid Registration with Sales Tax.
- Company History years in business.
- Under taking on stamp paper that firm is not involved in any litigation, Department rift, abandoned or unnecessary delay in completion of any work in the Government Department.
- Affidavit/Undertaking on stamp paper that the firm has not been black listed previously by any
 executing agency.

(Note: All documents are mandatory and must be provided otherwise the bid will not be considered).

b. Evaluation Criteria and Comparison of Bid

The Proposals shall be evaluated on the basis of following parameters.

S.#	Evaluation Parameter	Mar ks	Brief Q	uestionnaire
1	Specifications	400	Compliance with required speci- of quoted items.	fications (Annexure "D") and samples
2	Financial Capabilities	200	 Balance Sheet and docum stability to be provided Tangible net worth is Rs.10 Tangible net worth is Rs.5 to Tangible net worth is Rs.3 to Tangible net worth less than Non submission of Balance sheet b Annual Turn Over for last 0. Rs.50 Million or above = 10 Rs.40 to 49.999 million = 75 Rs.30 to 39.999 million = 50 Less than Rs.30 million = "0 Non submission of annual turnover	o 9.999 million = 75 marks o 4.999 million = 50 marks a 3 million = "0" marks oids will be rejected. 2 years o marks o marks o marks o marks o marks o' marks
3	Relevant Experience	200	Bidder should provide Work mentioned in the Tender No More than three Work Orders Three Work Orders Less than three Work Orders	
	Total Marks	800		

N.B.

Minimum passing/qualifying marks is 80% i.e. 640 marks out of 800 marks. The bid not obtaining minimum qualifying score shall not be considered and rejected. Out of the bids qualifying the Evaluation Criteria, the bid with lowest evaluated cost shall be awarded contract provided it meets all other procedural requirements.

S.No.	Name of Firms	
1	M/s Bilal Construction Co.	
2	M/s Micro	
3	M/s DWP Technologies	
4	M/s Power Zone	
5	M/s Kontinantal Establishment	
6	M/s Quick Marketing Services	
7	M/s Global Tech.	
8	M/s S.M. Jaffer & Co.	
9	M/s SYSTEK	
10	M/s T.K Medical	
11	M/s GEMCO	
12	M/s A.J. Enterprises	

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

1)	NAME OF THE ORGANIZATION / DEPTT.	Sindh Police			
2)	PROVINCIAL / LOCAL GOVT./ OTHER	Provincial			
3)	TITLE OF CONTRACT	Procurement of Equipments (Plant & Machinery)			
4)	TENDER NUMBER	INF-KRY No.4635/17			
5)	BRIEF DESCRIPTION OF CONTRACT	05 Nos. Generators 30 KVA			
6)	FORUM THAT APPROVED THE SCHEME	SNE-2017-18			
7)	TENDER ESTIMATED VALUE	Rs.5,952,375/-			
8)	ENGINEER'S ESTIMATE (For civil works only)				
9)	ESTIMATED COMPLETION PERIOD (AS P.	ER CONTRACT) 50 Days			
10)	TENDER OPENED ON (DATE & TIME)	22-11-2017 at 1430 Hours			
11)	NUMBER OF TENDER DOCUMENTS SOLE (Attach list of buyers)	07			
12)	NUMBER OF BIDS RECEIVED	04			
13)	NUMBER OF BIDDERS PRESENT AT THE	TIME OF OPENING OF BIDS 04			
14)	BID EVALUATION REPORT (Enclose a copy)	Enclosed			
15)	NAME AND ADDRESS OF THE SUCCESSF	UL BIDDER M/s Power Zone Bubtian Chock Lahore			
16)	CONTRACT AWARD PRICE	Rs.5,350,000/-			
17)	RANKING OF SUCCESSFUL BIDDER IN EV (i.e. 1 st , 2 nd , 3 rd EVALUATION BID).	VALUATION REPORT 1st			
18)	METHOD OF PROCUREMENT USED : - (Ti-	ck one)			
	a) SINGLE STAGE – ONE ENVELOPE	PROCEDURE Domestic/ Local			
	b) SINGLE STAGE – TWO ENVELOPE	E PROCEDURE √			
	c) TWO STAGE BIDDING PROCEDUR	RE			
	d) TWO STAGE – TWO ENVELOPE B	IDDING PROCEDURE			
	PLEASE SPECIFY IF ANY OTHER EMERGENCY, DIRECT CONTRACTING	METHOD OF PROCUREMENT WAS ADOPTED G ETC. WITH BRIEF REASONS:			

19)	APPR	OVING AUTHORI	ΓY FOR AWARD O	F CONTRA		snpector General of Police Sindh
20)	WHE	THER THE PROCU	REMENT WAS INC	LUDED IN	ANN	NUAL PROCUREMENT PLAN?
						Yes ✓ No
21)	ADVE	ERTISEMENT:			1	
21)	ADVI	SKITSEWEITT.		Г	Yes	SPPRA I.D. Sr.No.35046
	i)	SPPRA Website			1 05	SPPRA I.D. Sr.No.35046
		(If yes, give date	and SPPRA Identifica	ation No.)		
				L	No	
	ii)	News Papers			Yes	Dawn, jang, Aman & Halchal
		(If yes, give name	s of newspapers and	dates)		Dated: 04-05-/11/2017
		A 1			No	
				_		
22)	NATU	IRE OF CONTRAC				Domestic/ Local ✓ Int.
23)		THER QUALIFICAS		<u> </u>		
		INCLUDED IN BID , enclose a copy)	DING / TENDER DO	OCUMENT	S?	
	(11) 03	, enclose a copy)				Yes
24)	WHE	THER BID EVALUA	ATION CRITERIA	A STATE OF THE PARTY OF THE PAR	A	
24)			DING / TENDER DO	OCUMENT	S?	Yes ✓ No
	(If yes	, enclose a copy)		1	Di-	
25)			OF COMPETENT A OPEN COMPETITI			AS OBTAINED FOR USING A
	MILIT	IOD OTTIER THAT	OI EIV COMI ETTI	VE DIDDE		Yes No V
26)	WAS	BID SECURITY OF	STAINED FROM AL	J. THE BID	DER	82
20)	,,,,,	DID ODCCIOTT OF				Yes V No
2020						
27)			SSFUL BID WAS LO D BID (in case of Cor		ALU.	ATED Yes / No
	DID.	DEGI E TIEGITIE	or co.			
28)	WHE	THER THE SUCCES	SSFUL BIDDER WA	S TECHNIC	CAL	LY Yes / No
		PLIANT?				
29)	WHE	THER NAMES OF	THE BIDDERS ANI	D THEIR O	UOT	TED PRICES WERE READ OUT AT
		TIME OF OPENING		×	poster.	Yes / No
						165 7 170
30)			ON REPORT GIV	EN TO B	IDDI	ERS BEFORE THE AWARD OF
		RACT?	dustion report)			
	(Allac	h copy of the bid eva	nuation report)			Yes ✓ No

31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes	
	No	√
32) ANY DEVIATION FROM SPECIFICATIONS GIVE	N IN THE TEN	NDER NOTICE / DOCUMENTS
(If yes, give details)	Yes	
	No	√
33) WAS THE EXTENSION MADE IN RESPONSE TIM (If yes, give reasons)	1E? Yes	
	No	1
34) DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons.)	Yes	
	No	√
35) WAS IT ASSURED BY THE PROCURING AGES BLACK LISTED? 36) WAS A VISIT MADE BY ANY OFFICER/OFFICE SUPPLIER'S PREMISES IN CONNECTION WITH BE ASCERTAINED REGARDING FINANCING OF (If yes, enclose a copy)	AL OF THE P	Yes No No ROCURING AGENCY TO THE REMENT? IF SO, DETAILS TO
37) WERE PROPER SAFEGUARDS PROVIDED ON THE CONTRACT (BANK GUARANTEE ETC.)?	MOBILIZATI	ON ADVANCE PAYMENT IN Yes No No
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes	
Authorized Officer (Logis	No epector General of stic) CPO Sindh Karachi.	Police
R OFFICE USE ONLY		

SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

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GOVERNMENT OF SINDH POLICE DEPARTMENT

To,

M/s Power Zone, 1-P 1KM, Defence Off Raiwind Road, Bubtian Chowk, Adjacent The University of Lahore.

Subject:- SUPPLY OF 05 NOS. GENERATOR (30 KVA) FOR SINDH POLICE FOR THE CURRENT FINANCIAL YEAR 2017-18.

Please refer to this office letter No.G-I/342/2018 dated: 15-03-2018 on the subject noted above.

2/- Since you have been approved for the supply of the above store to Sindh Police, therefore you are required to undertake this work immediately and make supply of 05 Nos. Generator 30 KVA Model: (Engine: PERKINS, Alternator: Stamford Canopy Complete in all Respect) on the conditions noted below:-

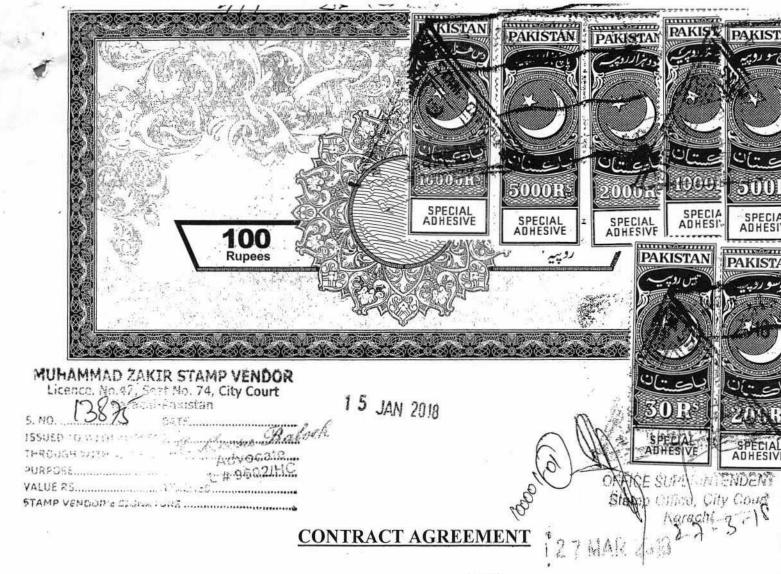
- 3/- The following conditions will also be observed strictly:-
 - 1. The store should be in accordance with the details agreed upon in the contract signed by you.
 - 2. The supply should be made F.O.R, Destination (CPO Clothing Store Nishter Road, Garden Karachi).

an pring.

(SYED MUHAMMAD ALI RAZA) PSP

AIGP/Logistics,
For Inspector General of Police,
Sindh, Karachi.

Copy forwarded to Incharge CPO Sindh Clothing Store, Nishter Road, Garden Karachi for information and necessary action. The committee of the store should please be held immediately on receipt of the store and a copy of the survey.



- 1. This contract agreement is made and entered into on 27th March, 2018 BY AND BETWEEN.
 - i) Inspector General of Police, Sindh Central Police Office, I.I. Chundrigar Road, Karachi, hereinafter referred as Buyer, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees officers delegated to perform functions procurements for and on behalf of various units of Sindh Police department of ONE PART.

AND

- ii) M/s Power Zone, 1-P 1KM, Defence Off Raiwind Road, Bubtian Chowk, Adjacent The University of Lahore, 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 assignees of the OTHER PART.
- WHEREAS the Inspector General of Police, Sindh is entrusted with responsibility of procurement of Plant & Machinery during current financial year 2017-18 as per description, with specification and quantity, given below:-

Description of Articles	Quantity/Number
Generator 30 KVA	
As per Approved quoted Modei	05 Nos

- University' of Lahore, participated in the response of open tenders, floated IGP Sindh, by submitting technical and financial bids, after necessary evaluation of the products, items described above, the Departmental Committee opened the financial bids in front of all bidders on 08.02.2018.
- 5. That the rates offered by M/s Power Zone, 1-P 1KM, Defence Off Raiwind Road, Bubtian Chowk, Adjacent The University of Lahore, for the products, items 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 Procurement Committee, the IGP Sindh has accorded approval to place purchase/procurement order in favour of M/s Power Zone, 1-P 1KM, Defence Off Raiwind Road, Bubtian Chowk, Adjacent The University of Lahore, on terms and conditions specified below:-

NOW THEREFORE PARTIES HEREBY AGREED AS FOLLOW:-

- That M/s Power Zone, 1-P 1KM, Defence Off Raiwind Road, Bubtian Chowk, Adjacent The University of Lahore, shall supply Plant & Machinery described and specified alongwith quantity mentioned above within 50 days from the date of signing of this agreement.
- ii) That all deliveries shall be made at CPO Clothing Store, Nishter Road, Garden, Karachi, between 0900 hours to 1600 hours on working days only.
- 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 Plant & Machinery or part thereof if it is not in accordance with approved 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. That no appeal or review will be permissible against the decision of Inspection Committee.
- iv) That the AIGP/Logistics, CPO, Sindh, shall give written receipt signed by him giving out complete details, exhibiting the number of items/articles delivered and the number Plant & Machinery 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.
- That all Plant & Machinery rejected shall be taken back and removed by the M/s Power Zone, 1-P 1KM, Defence Off Raiwind Road, Bubtian Chowk, Adjacent The University of Lahore, and replace with the new store, if the replaced store however again rejected by the Inspection Committee then nothing shall become due or recoverable by the M/s Power Zone, 1-P 1KM, Defence Off Raiwind Road, Bubtian Chowk, Adjacent The University of Lahore, in respect on account of Plant & Machinery so rejected.
- vi) That all articles accepted shall be paid for by the AIGP/Logistic, CPO, Sindh at the rate

- Adjacent The University of Lahore, make default, in the due performance of this agreement/contract in part or full, AIGP/Logistic, CPO, Sindh 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 item/equipment supplied late.
- viii) The AIGP/Logistic, CPO, Sindh shall have right to assess, demand and recover any damages suffered by Police Department due to late supply of the item/articles from the supplier.
- ix) The AIGP/Logistic, CPO, Sindh 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 Power Zone, 1-P 1KM, Defence Off Raiwind Road, Bubtian Chowk, Adjacent The University of Lahore, by the said AIGP/Logistic, CPO, Sindh, whether by virtue of agreement or otherwise.
- x) The IGP Sindh 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.
- xi) 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. That the supplier has agreed to deliver the supply within 50 days which expires on 15-05-2018, i.e. deadline of supply for financial year 2017-18. Hence supply received upto 15-05-2018 will be acceptable after inspection whereas concerning the supply after deadline, supplier has to deposit 100% Bank Guarantee equal to the amount of remaining/balance supply with the request to extend the supply period. Advance payment on pre-receipted bill against such remaining supply is subject to approval by Finance Department Government of Sindh.
- 7. Warranty:- The supplier warrants that all Goods supplied under the Contract are new, unused, and have no defect. The warranty of the Goods shall remain valid for 01 year after the Goods or any portion thereof as the case may be, have been delivered at final destination indicated in the Contract and accepted after inspection. The Procuring agency will promptly notify the supplier in writing of any claims arising under the warranty, and upon receipt of such notice the supplier shall repair or replace the defective Goods or parts thereof, without costs to the Procuring agency within period as mentioned below:-

Action Item	Response Time	
Replacement	48 Hours.	
Repair	3-4 Hours	
Re-configuration	4-5 Hours	
Backup Replacement	6-8 Hours	

If the Supplier having been notified fails to remedy the defect (s) within the period specified in contract, the Procuring agency may proceed to take such temedial action as may be necessary, at the

- 9. The validity of Performance Security shall extend at least innery days after the date of completion of contract to cover defects liability period or maintenance period subject to final acceptance by the Purchaser.
- 10. 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.
- 11. Any notice required under this contract agreement shall be in writing and shall be effective when received by the addressee at its given address.
- 12. If any term, condition, 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.

13. Force Majeure:-

i) Definition:-

- (a) For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riot, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockdown, or other industrial action (Except where such strike, lockdowns or other industrial actions are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by the government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub contractor or agent or employees nor (ii) any event which a diligent party could reasonable have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligation hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

ii) No Breach of contract:-

The failure of Party to fulfill any of its obligations hereunder shall not be considered to be breach of, or default under this contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event taken all reasonable precautions, due

- (b) A party affected by all event of Force majorite shall similarly, soon as possible, and in any event not later than thirty days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal condition as soon as possible.
- (c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

iv) Extension of Time:-

(a) Any period within which a party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as result of Force Majeure.

14. Arbitration:-

i) Right to Arbitration

Any disputes between the parties as to matter arising pursuant to this contract which cannot be settled amicably with in seven (07) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party to arbitration in accordance with the provision of contract agreement.

ii) Selection of Arbitrators

Each dispute arising out of this contract and submitted by a party to arbitration shall be submitted for arbitration to a committee of three (3) members. One member shall be designated by client, the second by contractor and a third by mutual agreement of the parties.

iii) Rules of Procedures

- (a) The arbitration proceedings shall be conducted in accordance with the provision of Pakistan Arbitration Act (Act of 1940) as in force on the date of this contract.
- (b) The decision by the committee shall be made on the majority vote basis and this decision shall be binding on both the parties.
- 11. This agreement may be amended only in writing signed by both the parties.
- 12. IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

AIGP/Logistics
On behalf of IGP, Sindh

AHMED ABDUCLAH 42201-7132278-3 CHA

M/s Power Zone 1-P 1KM Defence Off Raiwind Road

BID EVALUATION REPORT

1.	Name of Procuring Agency.		Sindh Police .	
2.			INF-KRY No. 4635/17	
3.	Tender Description	Name of work/Item.	Generator 30 KVA	
4.	Method of Procurer		Single Stage Two Envelope Procedure .	
5.	Tender Published.	SPPRA ID Sr # 35046 Da	awn, Jang, Aman, and Halchal dated: 04-05-/11/2	2017.
		(Print & Electronic Media	a (SPPRA ID No. & News Papers names with da	iles)
6.	Total Bid document	s Sold.	07	
7.	Total Bids Received	ı.	04	
8.	Technical Bid Oper	ing date: (If applicable).	22-11-2017.	
9.	No. of Bid technica	lly qualified (If applicable).	02	
10.	Bid(s) Rejected.		02	
11.	Financial Bid Open	ing date.	08-02-2018	Agran Johann
	Bid Evaluation Re			MODEL THE

<i>S</i> #	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparis on with Estimated cost	Reasons for acceptance/ rejection	Remarks-
0	1	2	3	4	5	6
1	M/s Power Zone	Rs.5,350,000/-	l sı	Lower than estimated cost	Accepted (Because of lowest rate)	
2	M/s VPL Limited	Rs.7,043,200/-	2 nd	Higher than estimated cost	Rejected (Because of Higher rate)	
3	M/s N.A. Thakur Enterprises	-			-	Firm failed to hold the demonstration
4	M/s Greaves Pakistan		1			Firm failed to hold the demonstration and failed to produced OEM Certificate from Perkins

(Tabasum Abbasi)

Director IT, CPO, Sindh. (Member)

(Imran Yaqoob Minhas)PSP DIGP/Traffic. Karachi (Chairman)

(Syed Muhammad Ali Raza),PSP AIGP/Logistics CPO, Sindh (Secretary)

(Abdul Mannan Khan)

Examiner of Store Industries & Commerce Department Sindh

(Member)

(Suhail Anjum Jafri) SO(Buoget) Home Department Sindh (Member)

Financial Proposal Form

		Bidder's	Profile		
Name		POWER ZONE E	Neiner	Eling & S	erules
Official	Address	18.1km, DEFENCE	OFF RA	iwind ROAD	, LAHORE
Telepho	one(s) No.		- 111-111-	and the	
Official	Fax No.	049-3	58557	57	
GST Re	egistration No.	03003	75664	617	
Income	Tax Reg. No.	3756	646-6		
No. of	years in business	2003 /	2011		
Sr.No.	Quo	oted ItemName	Quantity	Unit Cost (Rs) with all Govt: Taxes	Total Cost (Rs) inclusive all taxes
	TESTING F OF DIESEI ENGINE: P ALTERNATION:	STAMFURD		10,70,000	5,350,000
Jun'	CANOPY C ALL RESP	COMPLETE IN	well !	es pull	9

Total Cost in Pak Rupees

(in words. FIVE MILLION THREE HUNDRED AND FIFTY THOUSAND)

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/Logistics,

Central Police Office, Sindh, Karachi.

BIDDER (Sign + Seal)

Page 16 of 1

3. Evaluation and Comparison of Technical and Financial Bids

The evaluation will be performed assuming the Contract will be awarded to the bid confirming to Eligibility Criteria and most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost.

a. Eligibility Criteria

- Valid Registration with Income Tax.
- Valid Registration with Sales Tax.
- Company History years in business.
- Under taking on stamp paper that firm is not involved in any litigation, Department rift, abandoned or unnecessary delay in completion of any work in the Government Department.
- Affidavit/Undertaking on stamp paper that the firm has not been black listed previously by any
 executing agency.

(Note: All documents are mandatory and must be provided otherwise the bid will not be considered).

b. Evaluation Criteria and Comparison of Bid

The Proposals shall be evaluated on the basis of following parameters.

S.#	Evaluation Parameter	Mar ks	Brief Q	uestionnaire		
1	1 Specifications 400		Compliance with required specifications (Annexure "D") and samples of quoted items.			
			stability to be provided	nents to show net worth/financial		
			Tangible net worth is Rs.10 Tangible net worth is Rs.5.6			
		8 7 8	 Tangible net worth is Rs.5 to Tangible net worth is Rs.3 to 			
			Tangible net worth less than			
		1	Tanglote net worth less than 5 million — 6 marks			
2	Financial Capabilities	200	Non submission of Balance sheet bids will be rejected.			
			Annual Turn Over for last 02 years			
			 Rs.50 Million or above = 10 	00 marks		
			Rs.40 to 49.999 million = 75 marks			
			 Rs.30 to 39.999 million = 50 marks 			
			 Less than Rs.30 million = "0" marks 			
			Non submission of annual turnover	r bids will be rejected.		
			Bidder should provide Work mentioned in the Tender No	Orders relating to work/supply tice.		
3	Relevant Experience	200	More than three Work Orders	Marks 200		
			Three Work Orders	Marks 150		
			Less than three Work Orders	Each year obtain 50-Marks		
	Total Marks	800				

N.B

Minimum passing/qualifying marks is 80% i.e. 640 marks out of 800 marks. The bid not obtaining minimum qualifying score shall not be considered and rejected. Out of the bids qualifying the Evaluation Criteria, the bid with lowest evaluated cost shall be awarded contract provided it meets all other procedural requirements.

Generator 30 KVA

S.No.	Name of Firms
1	M/s N.A Thakur Enterprises
2	M/s Power Zone
3	M/s Shirazi Trading
4	M/s T.K Medical
5	M/s International Power Services
6	M/s VPL Limited
7	M/s Greaves Pakistan (Pvt) Ltd

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

11	NAME OF THE ORGANIZATION / DEPTT	Sindh Police					
1)	NAME OF THE ORGANIZATION / DEPTT.	Provincial					
2)	PROVINCIAL / LOCAL GOVT./ OTHER	AND THE PROPERTY OF THE PROPER					
3)	TITLE OF CONTRACT	curement of Equipments (Plant & Machinery)					
4)	TENDER NUMBER	NF-KRY No.4635/17					
5)	BRIEF DESCRIPTION OF CONTRACT	466 Nos. VHF Base Set					
6)	FORUM THAT APPROVED THE SCHEME	SNE-2017-18					
7)	TENDER ESTIMATED VALUE	Rs.26,562,000/-					
8)	ENGINEER'S ESTIMATE (For civil works only)						
9)	ESTIMATED COMPLETION PERIOD (AS P	ER CONTRACT)					
10)	TENDER OPENED ON (DATE & TIME)	22-11-2017 at 1430 Hours					
11)	NUMBER OF TENDER DOCUMENTS SOLE (Attach list of buyers)	05					
12)	NUMBER OF BIDS RECEIVED	02					
13)	NUMBER OF BIDDERS PRESENT AT THE	TIME OF OPENING OF BIDS 02					
14)	BID EVALUATION REPORT (Enclose a copy)	Enclosed					
15)	NAME AND ADDRESS OF THE SUCCESSF	UL BIDDER M/s Forbes Forbes Campbell Co. Karachi					
16)	CONTRACT AWARD PRICE	Rs.24,697,534/-					
17)	RANKING OF SUCCESSFUL BIDDER IN EV (i.e. 1 st , 2 nd , 3 rd EVALUATION BID).	VALUATION REPORT					
18)	METHOD OF PROCUREMENT USED : - (Tie	ck one)					
	a) SINGLE STAGE – ONE ENVELOPE	PROCEDURE Domestic/ Local					
	b) SINGLE STAGE – TWO ENVELOPE	E PROCEDURE ✓					
	c) TWO STAGE BIDDING PROCEDUR	RE					
	d) TWO STAGE – TWO ENVELOPE B	IDDING PROCEDURE					
	PLEASE SPECIFY IF ANY OTHER	METHOD OF PROCUREMENT WAS ADOPTED					

EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

	19)	APPR	OVING AUTHORITY FOR AWARD OF CONTRA		snpector Ger	letal of P	olice Sinan		
	10)	ALLK	OVING ACTIONITY FOR AWARD OF CONTRO	AC1					
	20)	WHE	THER THE PROCUREMENT WAS INCLUDED IT	N ANN	NUAL PRO	Yes	MENT PL	11	
	21)	ADVE	ERTISEMENT:					- 1	
	,			Yes	SPPRA I.D	. Sr.No.3	5046		
		i)	SPPRA Website (If yes, give date and SPPRA Identification No.)	11000000		20 TAN10 FOR			
			(11 yes, give date and SFFRA Identification No.)	No					Т
		ii)	News Papers	V					=
		A	(If yes, give names of newspapers and dates)	Yes	Dawn, jang Dated: 04-				
				No					
				NO					
	22)	NATU	URE OF CONTRACT			Domestic/ Local	✓ Int		٦
23	23)		THER QUALIFICATION CRITERIA INCLUDED IN BIDDING / TENDER DOCUMEN	TS?					
			, enclose a copy)			Yes	✓ No		٦
				45.					
	24)		THER BID EVALUATION CRITERIA	TCO		Yes	✓ No		٦
			INCLUDED IN BIDDING / TENDER DOCUMEN , enclose a copy)	15?			1. 11	-11	
	25)		THER APPROVAL OF COMPETENT AUTHORITHOD OTHER THAN OPEN COMPETITIVE BIDD		SOBTAIN	ED FO			
		MEIF	TOD OTHER THAN OPEN COMPETITIVE BIDD	UNG		Yes	No	٠	
	26)	WAS	BID SECURITY OBTAINED FROM ALL THE BI	DDER	s?	W	/ No		Т
	5.10-15-				4	Yes	✓ No		_
	27)	WHET	THER THE SUCCESSFUL BID WAS LOWEST EV	VALU	ATED	Yes	✓ No	T	٦
			BEST EVALUATED BID (in case of Consultancies						_
							1.11		_
	28)		THER THE SUCCESSFUL BIDDER WAS TECHN PLIANT?	ICAL	LY	Yes	✓ No		_
		COM	BIANT.						
	29)	WHET	THER NAMES OF THE BIDDERS AND THEIR	OUOT	ED PRICE	S WER	E READ	OUT	ΑT
)		TIME OF OPENING OF BIDS?	,		Yes	✓ No		٦
				50					_
	30)		THER EVALUATION REPORT GIVEN TO	BIDD	ERS BEF	ORE T	HE AWA	ARD	OI
			h copy of the bid evaluation report)			Yes	✓ No		
						. 03	1.10	11	- 17

31) ANY COMPLAINTS RECEIVED		
(If yes, result thereof)	Yes	
	No	V
32) ANY DEVIATION FROM SPECIFICATIONS G (If yes, give details)	GIVEN IN THE TEN	NDER NOTICE / DOCUMENTS
(11 yes, give details)	Yes	
	No	٨
33) WAS THE EXTENSION MADE IN RESPONSE (If yes, give reasons)	TIME?	
	No	V
34) DEVIATION FROM QUALIFICATION CRITER (If yes, give detailed reasons.)	Yes	
	No	√
35) WAS IT ASSURED BY THE PROCURING A BLACK LISTED? 36) WAS A VISIT MADE BY ANY OFFICER/OFF SUPPLIER'S PREMISES IN CONNECTION W BE ASCERTAINED REGARDING FINANCING (If yes, enclose a copy)	FICIAL OF THE P	Yes V No ROCURING AGENCY TO THE REMENT? IF SO, DETAILS TO ROAD:
37) WERE PROPER SAFEGUARDS PROVIDED THE CONTRACT (BANK GUARANTEE ETC.)		
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes	Yes No V
a his	No	V
Signature & Official Stamp of Authorized Officer	islant inspector Genera (Logistic) CPO Sin Karachi.	idh;

<u>SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi</u> Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print

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Reset



GOVERNMENT OF SINDH POLICE DEPARTMENT

No. G-I/___375_/2018/Karachi Dated 47-03-2018.

To,

M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi.

Subject:- SUPPLY OF 466 NOS. VHF BASE SET FOR SINDH POLICE FOR THE CURRENT FINANCIAL YEAR 2017-18.

Please refer to this office letter No.G-I/344/2018 dated: 15-03-2018 on the subject noted above.

2/- Since you have been approved for the supply of the above store to Sindh Police, therefore you are required to undertake this work immediately and make supply of 466 Nos. VHF Base Set Model: (Hytera Model: TM 628H 50 Watt with Standard Accessories) on the conditions noted below:-

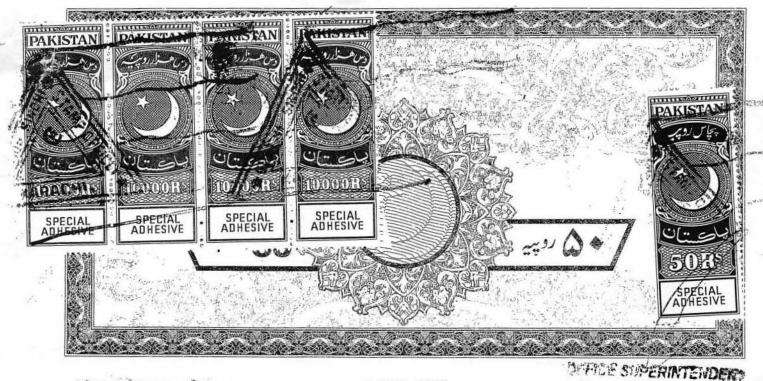
- 3/- The following conditions will also be observed strictly:-
 - 1. The store should be in accordance with the details agreed upon in the contract signed by you.
 - 2. The supply should be made F.O.R, Destination (CPO Clothing Store Nishter Road, Garden Karachi).

(SYED MUHAMMAD ALI RAZA) PSP

apring.

AIGP/Logistics,
For Inspector General of Police,
Sindh, Karachi.

Copy forwarded to Incharge CPO Sindh Clothing Store, Nishter Road, Garden Karachi for information and necessary action. The committee of the store should please be held immediately on receipt of the store and a copy of the survey committee report sent to this office for further action.



GHULAW SADIQ STAMP VENDOR Lic # 79, Shop # 113, New Ruby Centre, Talpur Road, Boulton S.No.... Market Karachi Date Issue to with AddressMRC 1900 Through with AddressMR.... Purpose. Attached. Stamp Vendor's Signature..... (NOT USE FOR FREE WILL & D: VORCE NURPOSE) Vendor Not Responsible for Fake Documents

2 1 MAR 2018

Stamp Office, City Court Karachi

fel did is & Bedgio

CONTRACT AGREEMENT

This contract agreement is made and entered into on 26th March, 2018 BY AND BETWEEN.

Inspector General of Police, Sindh Central Police Office, I.I. Chundrigar Road, Karachi, hereinafter referred as Buyer, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees officers delegated to perform functions procurements for and on behalf of various units of Sindly Police department of ONE PART.

AND

M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi, 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 assignees of the OTHER PART.

WHEREAS the Inspector General of Police, Sindh is entrusted with responsibility of procurement of Plant & Machinery during current financial year 2017-18 as per description, with specification



PAKISTAN

Procurement Rules, 2010 (amended 2017), as adopted by Government of Sindh vide notification <u>No.</u>

<u>SORI(SGA&CD) 2-30/2010, dated 8th March 2010</u> invited tenders for the supply of above Plant

Machinery through advertisement in leading national newspapers.

That M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Read; Karachi, participated in the response of open tenders, floated IGP Sindh, by submitting technical and financial bids, after necessary evaluation of the products, items described above, the Departmental Committee opened the financial bids in front of all bidders on 08.02.2018.

That the rates offered by M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi, for the products, items 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 Procurement Committee, the IGP Sindh has accorded approval to place purchase/procurement order in favour of M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi, on terms and conditions specified below:-

NOW THEREFORE PARTIES HEREBY AGREED AS FOLLOW:-

- i) That M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58
 West Wharf Road, Karachi, shall supply Plant & Machinery described and specified alongwith quantity mentioned above within 51 days from the date of signing of this agreement.
- ii) That all deliveries shall be made at CPO Clothing Store, Nishter Road, Garden, Karachi, between 0900 hours to 1600 hours on working days only.
- 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 Plant & Machinery of part thereof if it is not in accordance with approved 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. That no appeal or review will be permissible against the decision of Inspection Committee.
- That the AIGP/Logistics, CPO, Sindh, shall give written receipt signed by him giving out complete details, exhibiting the number of items/articles delivered and the number Plant & Machinery 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.

Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi, and replace with the new store, if the replaced store however again rejected by the Inspection Committee then nothing shall become due or recoverable by the M/s

*Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West



PAKISTAN (***)

PAKISTAN

- West Wharf Road, Karachi, make default, in the due performance of this agreement/contract in part or full, AIGP/Logistic, CPO, Sindh 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 item/equipment supplied late.
- viii) The AIGP/Logistic, CPO, Sindh shall have right to assess, demand and recover any damages suffered by Police Department due to late supply of the item/articles from the supplier.
- ix) The AIGP/Logistic, CPO, Sindh 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 Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi, by the said AIGP/Logistic, CPO, Sindh, whether by virtue of agreement or otherwise.
- x) The IGP Sindh 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.

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- xi) 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. That the supplier has agreed to deliver the supply within 51 days which expires on 15-05-2018, i.e. deadline of supply for financial year 2017-18. Hence supply received upto 15-05-2018 will be acceptable after inspection whereas concerning the supply after deadline, supplier has to deposit 100% Bank Guarantee equal to the amount of remaining/balance supply with the request to extend the supply period. Advance payment on pre-receipted bill against such remaining supply is subject to approval by Finance Department Government of Sindh.
- 7. Warranty:- The supplier warrants that all Goods supplied under the Contract are new, unused, and have no defect. The warranty of the Goods shall remain valid for 01 year after the Goods or any portion thereof as the case may be, have been delivered at final destination indicated in the Contract and accepted after inspection. The Procuring agency will promptly notify the supplier in writing of any claims arising under the warranty, and upon receipt of such notice the supplier shall repair or replace the defective Goods or parts thereof, without costs to the Procuring agency within period as mentioned below:-

Action Item	Response Time
Replacement	15 working days
Repair	05 working days
Re-configuration	02 working days
Backup Replacement	15 working days

If the Supplier having been notified fails to remedy the defect (s) within the period specified in contract, the Procuring agency may proceed to take such remedial action as may be necessary, at the

contract to cover defects liability period or maintenance period subject to final acceptance by the Purchaser.

- 10. 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.
- 11. Any notice required under this contract agreement shall be in writing and shall be effective when received by the addressee at its given address.
- 12. If any term, condition, 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.

13. Force Majeure:-

• • • •

i) Definition:-

- (a) For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riot, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockdown, or other industrial action (Except where such strike, lockdowns or other industrial actions are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by the government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub-contractor or agent or employees nor (ii) any event which a diligent party could reasonable have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligation hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

ii) No Breach of contract:-

The failure of Party to fulfill any of its obligations hereunder shall not be considered to be breach of, or default under this contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

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iii) Measures to be taken:-

Force Majeure.

iv) Extension of Time:-

(a) Any period within which a party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as result of Force Majeure.

14. Arbitration:-

i) Right to Arbitration

Any disputes between the parties as to matter arising pursuant to this contract which cannot be settled amicably with in seven (07) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party to arbitration in accordance with the provision of contract agreement.

ii) Selection of Arbitrators

Each dispute arising out of this contract and submitted by a party to arbitration shall be submitted for arbitration to a committee of three (3) members. One member shall be designated by client, the second by contractor and a third by mutual agreement of the parties.

iii) Rules of Procedures

- (a) The arbitration proceedings shall be conducted in accordance with the provision of Pakistan Arbitration Act (Act of 1940) as in force on the date of this contract.
- (b) The decision by the committee shall be made on the majority vote basis and this decision shall be binding on both the parties.
- 15. This agreement may be amended only in writing signed by both the parties.
- 16. IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

AIGP/Logistics

On behalf of IGP, Sindh

On behalf of

Forbes Forbes Campbell & Co. (Private) Ltd, 4th loor, KDLB Building, 58 West Wharf Road, Karachi

Witness:



Lic # 79, Shop # 113, New Ruby Contes.

Talpur Road, Boulton S. No.

Market Karachi
Issue to with AddressMR.

Purpose

Value Ro.

Attached

Stamp Vender's Signature.

(NOT USE FOR FREE WILL & DIVORCE RURPOSE)

Vendor Not Responsible for Fake Documents

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS

Contract Number:

Nil

Date:26.03.2018

Contract Value: Rs.24,697,534/-

Contract Title:

Procurement of 466 Nos. VHF Base Set for Sindh Police.

M/s Forbes Forbes Campbell & Co (Pvt) Ltd, hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege cr other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, M/s Forbes Forbes Campbell & Co (Pvt) Ltd, represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

M/s Forbes Forbes Campbell & Co (Pvt) Ltd 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s Forbes Forbes Campbell & Co (Pvt) Ltd, 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 PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, M/s Forbes Forbes Campbell & Co

BID EVALUATION REPORT

1.	Name of Procuring Agency.		Sindh Police .
2.	Tender Reference No.		INF-K:RY No. 4635/17 .
3.	Tender Description/Name of w	/ork/Item.	VHF Base Set
4.	Method of Procurement.		Single Stage Two Envelope Procedure
5.	Tender Published. SPPRA	D Sr # 35046 I	Dawn, Jang, Aman, and Halchal dated: 04-05-/11/201
	(Print &	Electronic Med	dia (SPPRA ID No. & News Papers names with dates)
6.	Total Bid documents Sold.		05
7.	Total Bids Received.		02
8.	Technical Bid Opening date: (1	If applicable).	22-11-2017.
9.	No. of Bid technically qualified	d (If applicable). 01
10.	Bid(s) Rejected.		01
11.	Financial Bid Opening date.		08-02-2018
	Bid Evaluation Report:		

S #	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparis on with Estimated cost	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6
1	M/s Forbes Forbes	Rs.24,697,534	1 81	Lower than estimated	Accepted (Because of lowest rate)	

cost

Rejected

(Tabasum Abbasi)
Director IT, CPO, Sindh,
(Member)

M/s Micro

(Imran Yaqoob Minhas)PSP DIGP/Traffic, Karachi

(Chairman)

(Syed Muhammad Ali Raza),PSP AIGP/Logistics CPO, Sindh

Quoted product

failed in field test

(Secretary)

(Abdul Mannan Khan)

Examiner of Store

Industries & Commerce Department Sindh

(Member)

(Suhail Anjam Jafri) SO(Buttest)

Home Department Sindh (Member)

Financia Proposal Form

	Bidder's Profile	1871 F	
Name	Forbes Forbes Campbell & Co. (Pvt) Ltd.		
Official Address	4th Floor, KDLB Building, 58 West Wharf Road,	Karachi	
Telephone(s) No.	(021) 32310808, 32314023-24, 32200958		
Official Fax No.	(021) 32310938		
GST Registration No.	02-06-8527-001-73		
Income Tax Reg. No.	0822904-0		
No. of years in business	66 Years		

Sr.No.	Quoted ItemName	Quantity	Unit Cost (Rs) with all Govt: Taxes	Total Cost (Rs) inclusive all taxes
01.	VHF Base Set			
	Hytera Model TM628H (50 Watt) (with Standard Accessories)	466	52,999	24,697,534
02.	Base Antenna	466		
03.	External Speaker	466		
04.	Desktop Microphone	466		
05.	Power Supply 30 Amps	466		
06.	Coaxial Cable	93,200 Feet		
07.	BNC Adapters	466		
08.	PL259 Connectors	466		
09.	Programming Tool Kit	05		
10.	5% Spare Parts	FREE of Cost	N /3	
11.	Service Manuals	08	A W	1 NM
12.	Two Weeks Training for 25 Staff	Free of Cost	W	(my)

Total Cost in Pak Rupees

24,697,534

Twenty-Four Million Six Hundred Ninety-Seven Thousand Five Hundred Thirty-Four only.

Note: Farnest 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/Logistics, Central Police Office, Sindh, Karachi.

BIDDER (Sign + Scal)

Allin

Page 16 of 16

KARACHI.

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3. Evaluation and Comparison of Technical and Financial Bids

The evaluation will be performed assuming the Contract will be awarded to the bid confirming to Eligibility Criteria and most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost.

a. Eligibility Criteria

- Valid Registration with Income Tax.
- Valid Registration with Sales Tax.
- · Company History years in business.
- Under taking on stamp paper that firm is not involved in any litigation, Department rift, abandoned or unnecessary delay in completion of any work in the Government Department.
- Affidavit/Undertaking on stamp paper that the firm has not been black listed previously by any
 executing agency.

(Note: All documents are mandatory and must be provided otherwise the bid will not be considered).

b. Evaluation Criteria and Comparison of Bid

The Proposals shall be evaluated on the basis of following parameters.

s.#	Evaluation Parameter	Mar ks	Brief Q	uestionnaire
1	Specifications	400	Compliance with required speci of quoted items.	fications (Annexure "D") and samples
2	Financial Capabilities	200	 Balance Sheet and docum stability to be provided Tangible net worth is Rs.10 Tangible net worth is Rs.5 to Tangible net worth is Rs.3 to Tangible net worth less than Non submission of Balance sheet be Annual Turn Over for last 0. Rs.50 Million or above = 10 Rs.40 to 49.999 million = 75 Rs.30 to 39.999 million = 50 Less than Rs.30 million = "0. 	o 9.999 million = 75 marks o 4.999 million = 50 marks a 3 million = "0" marks oids will be rejected. 2 years of marks
3	Relevant Experience	200	mentioned in the Tender No More than three Work Orders Three Work Orders	The state of the s
	Total Marks	800		

N.B

Minimum passing/qualifying marks is 80% i.e. 640 marks out of 800 marks. The bid not obtaining minimum qualifying score shall not be considered and rejected. Out of the bids qualifying the Evaluation Criteria, the bid with lowest evaluated cost shall be awarded contract provided it meets all other procedural requirements.

VHF Base Set

S.No.	Name of Firms
1	M/s Bilal Construction Co.
2	M/s MICRO
3	M/s Star Communication
4	M/s Space Communication
5	M/s Forbes Forbes Campbell & Co.

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

1)	NAME OF THE ORGANIZATION / DEPTT.	Sindh Police					
2)	PROVINCIAL / LOCAL GOVT / OTHER	Provincial					
3)	TITLE OF CONTRACT	Procurement of Equipments (Plant & Machinery)					
4)	TENDER NUMBER	INF-KRY No.4635/17					
5)		978 Nos. VHF Mobile Set					
6)							
7)	TENDER ESTIMATED VALUE	Rs.30,318,000/-					
8)	ENGINEER'S ESTIMATE (For civil works only)	54 Davis					
9)	ESTIMATED COMPLETION PERIOD (AS PI	ER CONTRACT) 51 Days					
10)	TENDER OPENED ON (DATE & TIME)	22-11-2017 at 1430 Hours					
11)	NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers)	07					
12)	NUMBER OF BIDS RECEIVED	02					
13)	NUMBER OF BIDDERS PRESENT AT THE	TIME OF OPENING OF BIDS 02					
14)	BID EVALUATION REPORT (Enclose a copy)	Enclosed					
15)	NAME AND ADDRESS OF THE SUCCESSF	UL BIDDER M/s Forbes Forbes Campbell Co. Karachi					
16)	CONTRACT AWARD PRICE	Rs.27,383,022/-					
17)	RANKING OF SUCCESSFUL BIDDER IN EV (i.e. 1 st , 2 nd , 3 rd EVALUATION BID).	VALUATION REPORT					
18)	METHOD OF PROCUREMENT USED : - (Tid	ck one)					
	a) SINGLE STAGE – ONE ENVELOPE	PROCEDURE Domestic/ Local					
	b) SINGLE STAGE – TWO ENVELOPE	PROCEDURE					
	e) TWO STAGE BIDDING PROCEDUR	RE					
	d) TWO STAGE – TWO ENVELOPE BI	IDDING PROCEDURE					
	PLEASE SPECIFY IF ANY OTHER EMERGENCY, DIRECT CONTRACTING	METHOD OF PROCUREMENT WAS ADOPTED G ETC. WITH BRIEF REASONS:					

		OVING AUT						
20)	WHE	THER THE P	ROCUREM	ENT WAS INCI	LUDED IN AN	NUAL PR	OCUREMENT Yes 🗸	Γ PLAN?
21)	ADVE	ERTISEMEN	т.					
-1)	ADVI	KIISLIVILIN			T.V		MATERIA NA METATRA NA	
	i)	SPPRA W	ebsite		Ye	SPPRA I	D. Sr.No.35046	
		(If yes, giv	e date and S	PPRA Identifica	tion No.)			
					No			
	ii)	News Pape			Ye	Dawn ia	ng, Aman & Halo	hal
		(If yes, giv	e names of r	newspapers and d	lates)	4 1350 CO. C.	4-05-/11/2017	inai
		A	1	9	No			
		- 1	. 19					
2)	NATU	IRE OF CON	TRACT				Local /	Int.
2.0			1					
3)		THER QUAL		CRITERIA G / TENDER DO	CUMENTS?			
		INCLUDED	IN DIDDIN	J/ IENDER DE	CUMENTS:			
		, enclose a co	py)				Vac /	No.
	()	, enclose a co	py)				Yes ✓	No
4)				NCDITEDIA			Yes ✓	No No
4)	WHE	THER BID E	VALUATIO	N CRITERIA G / TENDER DO	OCUMENTS?		Yes ✓	No No
	WHE'	THER BID E	VALUATIO IN BIDDING		OCUMENTS?			
	WHE'	THER BID E	VALUATIO IN BIDDING		OCUMENTS?	>		
	WHETWAS (If yes	THER BID E' INCLUDED , enclose a co	VALUATIO IN BIDDING py) DVAL OF C	G / TENDER DO	JTHORITY W		Yes 🗸	No
	WHETWAS (If yes	THER BID E' INCLUDED , enclose a co	VALUATIO IN BIDDING py) DVAL OF C	G / TENDER DO	JTHORITY W		Yes 🗸	No
	WHETWAS (If yes	THER BID E' INCLUDED , enclose a co	VALUATIO IN BIDDING py) DVAL OF C	G / TENDER DO	JTHORITY W		Yes 🗸	No No ING A
5)	WHET WAS (If yes WHET METH	THER BID ET INCLUDED , enclose a co THER APPRO IOD OTHER	VALUATIO IN BIDDING py) OVAL OF C THAN OPE	G / TENDER DO	JTHORITÝ W VE BIDDING?	V	Yes 🗸	No No ING A
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5) 6)	WHET WAS (If yes WHET WAS WHET BID /	THER BID ET INCLUDED, enclose a contract APPROMOTHER BID SECURION	VALUATIO IN BIDDING py) OVAL OF C THAN OPE TY OBTAIN UCCESSFU UATED BIE	G / TENDER DO OMPETENT AU EN COMPETITI NED FROM ALI	JTHORITY W VE BIDDING? L THE BIDDE WEST EVALU sultancies)	RS?	Yes V INED FOR US Yes Yes	No No No No
5) (5) (7)	WHET WAS (If yes WHET WAS WHET BID /	THER BID ET INCLUDED, enclose a contract APPROMOTHER BID SECURION	VALUATIO IN BIDDING py) OVAL OF C THAN OPE TY OBTAIN UCCESSFU UATED BIE	OMPETENT AU OMPETENT AU EN COMPETITION NED FROM ALI L BID WAS LO O (in case of Con	JTHORITY W VE BIDDING? L THE BIDDE WEST EVALU sultancies)	RS?	Yes V Yes V Yes V	No No No
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5) 6) 7) 8)	WHET WAS WHET BID / WHET COME	THER BID ET INCLUDED, enclose a confider APPROMOTHER BID SECURION SECURION FROM THE SECURIOR FROM THE SECURION FROM THE	VALUATIO IN BIDDING py) OVAL OF C THAN OPE TY OBTAIN UCCESSFU UATED BIE UCCESSFU ES OF THE	OMPETENT AU OMPETENT AU OMPETITI NED FROM ALI L BID WAS LO O (in case of Con L BIDDER WAS	UTHORITY WE BIDDE WEST EVALUSUITANCIES) S TECHNICAL	RS? JATED LLY	Yes V Yes V Yes V Yes V	No ING A No V No No CAD OUT AT
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31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes	
	No	√
32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN	THE TEN	IDER NOTICE / DOCUMENTS
(If yes, give details)	Yes	
	No	V
33) WAS THE EXTENSION MADE IN RESPONSE TIME? (If yes, give reasons)	Yes	
	No	√
34) DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons.)	Yes	
	No	V
35) WAS IT ASSURED BY THE PROCURING AGENCY BLACK LISTED? 36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL O SUPPLIER'S PREMISES IN CONNECTION WITH THE BE ASCERTAINED REGARDING FINANCING OF VISI (If yes, enclose a copy)	F THE PI	Yes No No ROCURING AGENCY TO THE REMENT? IF SO, DETAILS TO
37) WERE PROPER SAFEGUARDS PROVIDED ON MOI THE CONTRACT (BANK GUARANTEE ETC.)?	BILIZATI	Yes No
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes	
Signature & Official Stamp of Authorized Officer Authorized Officer	gistic) CPC	
	- Karach	llo /
OFFICE USE ONLY		

<u>SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi</u> Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

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GOVERNMENT OF SINDH POLICE DEPARTMENT

No. G-I/<u>373</u>/2018/Karachi Dated 27-03-2018.

To,

M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi.

Subject:- SUPPLY OF 978 NOS. VHF MOBILE SET FOR SINDH POLICE FOR THE CURRENT FINANCIAL YEAR 2017-18.

Please refer to this office letter No.G-I/346/2018 dated: 15-03-2018 on the subject noted above.

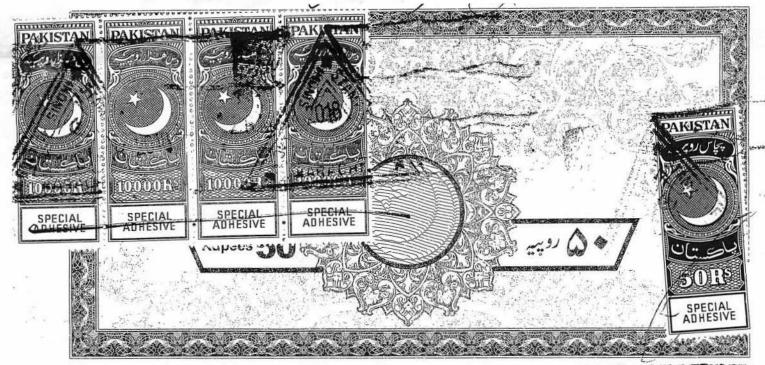
2/- Since you have been approved for the supply of the above store to Sindh Police, therefore you are required to undertake this work immediately and make supply of 978 Nos. VHF Mobile Set Model: (Hytera Model: TM 628H 50 Watt with Standard Accessories) on the conditions noted below:-

- 3/- The following conditions will also be observed strictly:-
 - 1. The store should be in accordance with the details agreed upon in the contract signed by you.
 - 2. The supply should be made F.O.R, Destination (CPO Clothing Store Nishter Road, Garden Karachi).

(SYED MUHAMMAD ALI RAZA) PSP

AIGP/Logistics, For Inspector General of Police, Sindh, Karachi.

Copy forwarded to Incharge CPO Sindh Clothing Store, Nishter Road, Garden Karachi for information and necessary action. The committee of the store should please be held immediately on receipt of the store and a copy of the survey committee report sent to this office for further action.



GHULAM SADIO STAMP VENDOR
Lic # 79, Shop # 113, New Ruby Ceres 763
Talpur Road, Bouldon S.No.
Market Karachi Date...
Issue to with AddressMR...
Purpose...
Value Rs...
Attached...
Stamp Vendor's Signature...
(NOT USE FOR FREE WILL & DIVORCE PURPOSE)
Vendor Not Responsible for Fake Documents

2 1 MAR 2018

Eampbell of a Comball

THE SUPERINTENDERS

Syecht.

L9 MAR 2018

PAKISTAN

0000038

CONTRACT AGREEMENT

This contract agreement is made and entered into on 26th March, 2018 BY AND BETWEEN.

Inspector General of Police, Sindh Central Police Office, I.I. Chundrigar Road,

Karachi, hereinafter referred as Buyer, which expression shall unless repugnant to the

context or meaning thereof, be deemed to include its successors and permitted assignees

officers delegated to perform functions procurements for and on behalf of various units of

Sindh Police department of ONE PART.

AND

ii) M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58
West Wharf Road, Karachi, 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 assignees of the OTHER PART.

WHEREAS the Inspector General of Police, Sindh is entrusted with responsibility of procurement of Plant & Machinery during current financial year 2017-18 as per description, with specification and quantity, given below:-



Procurement Rules, 2010 (amended 2017), as adopted by Government of Sindh vide notification No. SORI(SGA&CD) 2-30/2010, dated 8th March 2010 invited tenders for the supply of above Plant & Machinery through advertisement in leading national newspapers.

That M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi, participated in the response of open tenders, floated IGP Sindh, by submitting technical and financial bids, after necessary evaluation of the products, items described above, the Departmental Committee opened the financial bids in front of all bidders on 08.02.2018.

That the rates offered by M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi, for the products, items 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 Procurement Committee, the IGP Sindh has accorded approval to place purchase/procurement order in favour of M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi, on terms and conditions specified below:-

NOW THEREFORE PARTIES HEREBY AGREED AS FOLLOW:-

- i) That M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58
 West Wharf Road, Karachi, shall supply Plant & Machinery described and specified alongwith quantity mentioned above within 51 days from the date of signing of this agreement.
- ii) That all deliveries shall be made at CPO Clothing Store, Nishter Road, Garden, Karachi, between 0900 hours to 1600 hours on working days only.
- 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 Plant & Machinery or part thereof if it is not in accordance with approved 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. That no appeal or review will be permissible against the decision of Inspection Committee.
- iv) That the AIGP/Logistics, CPO, Sindh, shall give written receipt signed by him giving out complete details, exhibiting the number of items/articles delivered and the number Plant & Machiner 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.
 - That all Plant & Machinery rejected shall be taken back and removed by the M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi, and replace with the new store, if the replaced store however again rejected by the Inspection Committee then nothing shall become due or recoverable by the M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West

- West Wharf Road, Karachi, make default, in the due performance of this agreement/contract in part or full, AIGP/Logistic, CPO, Sindh 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 item/equipment supplied late.
- viii) The AIGP/Logistic, CPO, Sindh shall have right to assess, demand and recover any damages suffered by Police Department due to late supply of the item/articles from the supplier.
- ix) The AIGP/Logistic, CPO, Sindh 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 Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi, by the said AIGP/Logistic, CPO, Sindh, whether by virtue of agreement or otherwise.
- x) The IGP Sindh 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.
- xi) 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. That the supplier has agreed to deliver the supply within 51 days which expires on 15-05-2018, i.e. deadline of supply for financial year 2017-18. Hence supply received upto 15-05-2018 will be acceptable after inspection whereas concerning the supply after deadline, supplier has to deposit 100% Bank Guarantee equal to the amount of remaining/balance supply with the request to extend the supply period. Advance payment on pre-receipted bill against such remaining supply is subject to approval by Finance Department Government of Sindh.
- 7. Warranty:- The supplier warrants that all Goods supplied under the Contract are new, unused, and have no defect. The warranty of the Goods shall remain valid for 01 year after the Goods or any portion thereof as the case may be, have been delivered at final destination indicated in the Contract and accepted after inspection. The Procuring agency will promptly notify the supplier in writing of any claims arising under the warranty, and upon receipt of such notice the supplier shall repair or replace the defective Goods or parts thereof, without costs to the Procuring agency within period as mentioned below:-

Action Item	Response Time
Replacement	15 working days
Repair	05 working days
Re-configuration	02 working days
Backup Replacement	15 working days

If the Supplier having been notified fails to remedy the defect (s) within the period specified in contract, the Procuring agency may proceed to take such remedial action as may be necessary, at the contract to cover defects liability period or maintenance period subject to final acceptance by the Purchaser.

- 10. 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.
- 11. Any notice required under this contract agreement shall be in writing and shall be effective when received by the addressee at its given address.
- 12. If any term, condition, 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.

13. Force Majeure:-

i) Definition:-

- (a) For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riot, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockdown, or other industrial action (Except where such strike, lockdowns or other industrial actions are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by the government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub-contractor or agent or employees nor (ii) any event which a diligent party could reasonable have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligation hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

ii) No Breach of contract:-

The failure of Party to fulfill any of its obligations hereunder shall not be considered to be breach of, or default under this contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

iii) Measures to be taken:-

Force Majeure.

iv) Extension of Time:-

(a) Any period within which a party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as result of Force Majeure.

14. Arbitration:-

i) Right to Arbitration

Any disputes between the parties as to matter arising pursuant to this contract which cannot be settled amicably with in seven (07) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party to arbitration in accordance with the provision of contract agreement.

ii) Selection of Arbitrators

Each dispute arising out of this contract and submitted by a party to arbitration shall be submitted for arbitration to a committee of three (3) members. One member shall be designated by client, the second by contractor and a third by mutual agreement of the parties.

iii) Rules of Procedures

- (a) The arbitration proceedings shall be conducted in accordance with the provision of Pakistan Arbitration Act (Act of 1940) as in force on the date of this contract.
- (b) The decision by the committee shall be made on the majority vote basis and this decision shall be binding on both the parties.
- 15. This agreement may be amended only in writing signed by both the parties.

16. IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

AIGP/Logistics

On behalf of IGP, Sindh

On behalf of

M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor KDLB Building, 58 West Wharf Road, Karachi

Witness:

BID EVALUATION REPORT

1.	Name of Procuring					
2.	Tender Reference N	No.		VF-KRY No	. 4635/17	
3.	Tender Description	/Name of work/Ite	em.	VHF	Mobile Set	
4.	Method of Procurer	ment.		Single St	age Two Envelope Proce	edure
5.	Tender Published.	SPPRA ID Sr#	35046 Day	vn. Jang. Am	nan, and Halchal dated: 0	4-05-/11/2017.
		(Print & Electro	onic Media	(SPPRA ID	No. & News Papers nam	es with dates)
6.	Total Bid documen	ts Sold.		07		
7.	Total Bids Receive	d		02		
8.	Technical Bid Oper	ning date: (If appli	cable).	22-11-2017		
9.	No. of Bid technica	Ily qualified (If ap	pplicable).	01		
10.	. Bid(s) Rejected.			01		1.53
11.	Financial Bid Open	ing date.	The state of the s	-		
	Bid Evaluation Re	port:	1265			
S #	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparis on with Estimated cost	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6
1	M/s Forbes Forbes Campbell	Rs.27,383,022/-	l st	Lower than estimated	Accepted (Because of lowest rate)	

(Tabasum Abbasi) Director IT, CPO, Sindh, (Member)

2

M/s Micro

(Imran Yaqoob Minhas)PSP DIGP/Traffic, Karachi

cost

Rejected

(Chairman)

(Syed Muhammad Ali Raza),PSP AIGP/Logistics CPO, Sindh

Quoted product

failed in field test

(Secretary)

(Abdul Mannan Khan) Examiner of Store

Industries & Commerce Department Sindh

(Member)

(Suhail A qjum Jafri) SO(Budget)

Home Department Sindh (Member)

Financia Proposal Form

	Bidder's Profile	1
Name	Forbes Forbes Campbell & Co. (Pvt) Ltd.	3.
Official Address	4th Floor, KDLB Building, 58 West Wharf Road, Karachi	
Telephone(s) No.	(021) 32310808, 32314023-24, 32200958	
Official Fax No.	(021) 32310938	
GST Registration No.	02-06-8527-001-73	
Income Tax Reg. No.	0822904-0	
No. of years in business	66 Years	

		with all Govt: Taxes	inclusive all taxes
VHF Mobile Set	079	27 000	27,383,022
	370	21,555	27,303,022
	978		
	978	100	
	978		
Programming Tool Kit	10		
5% Spare Parts	FREE of Cost		
Service Manuals	08		
Two Weeks Training for 25 Staff	Free of Cost		
		mil	
		1 1	
1 4 - 1	1 2 0	1. 1	2
Soft.		dr.	
	Hytera Model: TM628H (50 Watt) (with Standard Accessories) Mobile Antenna with Spring External Speaker Mobile Antenna with Spring (Spare) Programming Tool Kit 5% Spare Parts Service Manuals	Hytera Model: TM628H (50 Watt) (with Standard Accessories) Mobile Antenna with Spring External Speaker Mobile Antenna with Spring (Spare) Programming Tool Kit 5% Spare Parts Service Manuals 978 978 978 978 FREE of Cost	Hytera Model: TM628H (50 Watt) 978 27,999 (with Standard Accessories) Mobile Antenna with Spring 978 External Speaker 978 Mobile Antenna with Spring (Spare) 978 Programming Tool Kit 10 5% Spare Parts FREE of Cost Service Manuals 08

in/

Total Cost in Pak Rupecs

27,383,022

Twenty-Seven Million Three Hundred Eighty-Three Thousand Twenty-Two rupee only.

Note: Earnest money will be equivalent to 2% of the total bid cost.

Only Pay Order/Bank Draft for earners money will be acceptable in favour of AIGP/Logistics, Central Police Office, Sindh, Karachi.

Segre Amy

J. Kai

BIDDER (Sign + Seal)

Page 16 of 16

MARACHI. 6223

3. Evaluation and Comparison of Technical and Financial Bids

The evaluation will be performed assuming the Contract will be awarded to the bid confirming to Eligibility Criteria and most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost.

a. Eligibility Criteria

- · Valid Registration with Income Tax.
- Valid Registration with Sales Tax.
- · Company History years in business.
- Under taking on stamp paper that firm is not involved in any litigation, Department rift, abandoned or unnecessary delay in completion of any work in the Government Department.
- Affidavit/Undertaking on stamp paper that the firm has not been black listed previously by any
 executing agency.

(Note: All documents are mandatory and must be provided otherwise the bid will not be considered).

b. Evaluation Criteria and Comparison of Bid

The Proposals shall be evaluated on the basis of following parameters.

S.#	Evaluation Parameter	Mar ks	Brief Q	uestionnaire
_1	Specifications	400	Compliance with required special of quoted items.	fications (Annexure "D") and samples
2	Financial Capabilities	200	 Balance Sheet and docum stability to be provided Tangible net worth is Rs.10 Tangible net worth is Rs.5 to Tangible net worth is Rs.3 to Tangible net worth less than Non submission of Balance sheet b Annual Turn Over for last 0.0 Rs.50 Million or above = 10 Rs.40 to 49.999 million = 75 Rs.30 to 39.999 million = 50 Less than Rs.30 million = "0.0 	o 9.999 million = 75 marks o 4.999 million = 50 marks a 3 million = "0" marks oids will be rejected. 2 years o marks o marks o marks
		***		Orders relating to work/supply
3	Relevant Experience	200	mentioned in the Tender No More than three Work Orders	
	atout and Emporation		Three Work Orders	Marks 150
			Less than three Work Orders	Each year obtain 50-Marks
	Total Marks	800		

N.B.

Minimum passing/qualifying marks is 80% i.e. 640 marks out of 800 marks. The bid not obtaining minimum qualifying score shall not be considered and rejected. Out of the bids qualifying the Evaluation Criteria, the bid with lowest evaluated cost shall be awarded contract provided it meets all other procedural requirements.

VHF Mobile Set

S.No.	Name of Firms
1	M/s Bilal Construction Co.
2	M/s MICRO
3	M/s Power Zone
4	M/s Star Communication
5	M/s Space Communication
6	M/s Forbes Forbes Campbell & Co.
7	M/s Shaukat Avionics

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

1)	NAME OF THE ORGANIZATION / DEPTT.	Sindi Police				
2)	PROVINCIAL / LOCAL GOVT./ OTHER	Provincial				
3)	TITLE OF CONTRACT	Procurement of Equipments (Plant & Machinery)				
4)						
5)	BRIEF DESCRIPTION OF CONTRACT	3193 Nos. VHF Walkie Talkie Set				
6)	FORUM THAT APPROVED THE SCHEME	SNE-2017-18				
7)	TENDER ESTIMATED VALUE	Rs.63,860,000/-				
8)	ENGINEER'S ESTIMATE (For civil works only)					
9)	ESTIMATED COMPLETION PERIOD (AS PI	ER CONTRACT) 51 Days				
10)	TENDER OPENED ON (DATE & TIME)	22-11-2017 at 1430 Hours				
11)	NUMBER OF TENDER DOCUMENTS SOLE (Attach list of buyers)	06				
12)	NUMBER OF BIDS RECEIVED	02				
13)	NUMBER OF BIDDERS PRESENT AT THE	TIME OF OPENING OF BIDS 02				
14)	BID EVALUATION REPORT (Enclose a copy)	Enclosed				
15)	NAME AND ADDRESS OF THE SUCCESSF	UL BIDDER M/s Forbes Forbes Campbell Co. Karachi				
16)	CONTRACT AWARD PRICE	Rs.57,470,807/-				
17)	RANKING OF SUCCESSFUL BIDDER IN EV (i.e. 1 st , 2 nd , 3 rd EVALUATION BID).	VALUATION REPORT				
10)	METHOD OF PROCUREMENT LISED. (T:	ok ana)				
10)	METHOD OF PROCUREMENT USED : - (Tie					
	a) SINGLE STAGE – ONE ENVELOPE	PROCEDURE Domestic/ Local				
	b) SINGLE STAGE – TWO ENVELOPE	E PROCEDURE √				
	c) TWO STAGE BIDDING PROCEDUR	RE				
	d) TWO STAGE – TWO ENVELOPE BI					
	PLEASE SPECIFY IF ANY OTHER	METHOD OF PROCUREMENT WAS ADOPTED				

EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

Isnpector General of Police Sindh
RACT
IN ANNUAL PROCUREMENT PLAN?
Yes ✓ No
Yes SPPRA I.D. Sr.No.35046
No
Yes Dawn, jang, Aman & Halchal Dated: 04-05-/11/2017
No
Domestie/
Local Int.
NTS?
Yes / No
NTS? Yes / No
ITY WAS OBTAINED FOR USING A DING? Yes No
BIDDERS? Yes V No
EVALUATED Yes / No les)
INICALLY Yes / No
Yes V No
BIDDERS BEFORE THE AWARD OF
Yes 🗸 No
I I B Eee III

31) ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes	
	No	1
32) ANY DEVIATION FROM SPECIFICATIONS GIVE	N IN THE TEN	NDER NOTICE / DOCUMENTS
(If yes, give details)	Yes	
	No	√
33) WAS THE EXTENSION MADE IN RESPONSE TIM (If yes, give reasons)	Yes Yes	
	No	V
34) DEVIATION FROM QUALIFICATION CRITERIA (If yes, give detailed reasons.)	Yes	
	No	√
BLACK LISTED? 36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL SUPPLIER'S PREMISES IN CONNECTION WITH BE ASCERTAINED REGARDING FINANCING OF (If yes, enclose a copy)	THE PROCUI	REMENT? IF SO, DETAILS TO
37) WERE PROPER SAFEGUARDS PROVIDED ON THE CONTRACT (BANK GUARANTEE ETC.)?	MOBILIZATI	ON ADVANCE PAYMENT II
38) SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes	
a sin.	No	4
Signature & Official Stamp of Assi	stant Inspector Ge (Logistic) CPC Karact) Sindh,

<u>SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi</u> Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

Print

Save

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GOVERNMENT OF SINDH POLICE DEPARTMENT

To,

M/s Forbes Forbes Campbell & Co. (Private) Ltd,

4th Floor, KDLB Building, 58 West

Wharf Road, Karachi.

Subject:- SUPPLY OF 3193 NOS. VHF WALKIE TALKIE SET FOR SINDH POLICE FOR THE CURRENT FINANCIAL YEAR 2017-18.

Please refer to this office letter No.G-I/345/2018 dated: 15-03-2018 on the subject noted above.

- 2/- Since you have been approved for the supply of the above store to Sindh Police, therefore you are required to undertake this work immediately and make supply of 3193 Nos. VHF Mobile Set Model: (Hytera Model: TC 580H 5Watt with Standard Accessories & 1650mAH Lithium Ion Battery) on the conditions noted below:-
- 3/- The following conditions will also be observed strictly:-
 - The store should be in accordance with the details agreed upon in the contract signed by you.
 - 2. The supply should be made F.O.R, Destination (CPO Clothing Store Nishter Road, Garden Karachi).

(SYED MUHAMMAD ALI RAZA) PSP

In him.

AIGP/Logistics,
For Inspector General of Police,
Sindh, Karachi.

Copy forwarded to Incharge CPO Sindh Clothing Store, Nishter Road, Garden Karachi for information and necessary action. The committee of the store



Campbell of a aboly and

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS

Contract Number:

Nil

Date: 26.03.2018

Contract Value:

Rs.27,383,022/-

Contract Title:

Procurement of 978 Nos. VHF Mobile Set for Sindh Police.

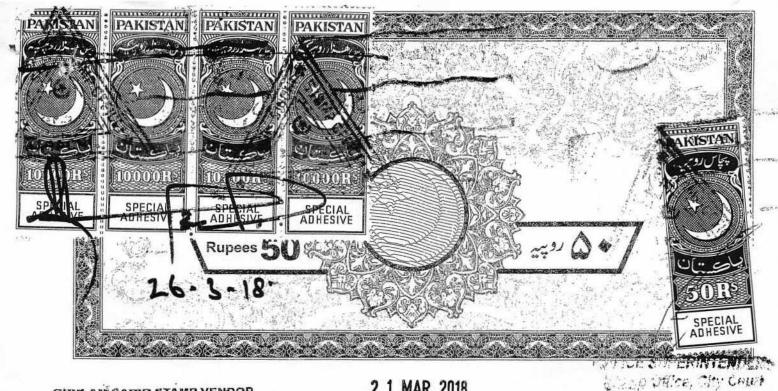
M/s Forbes Forbes Campbell & Co (Pvt) Ltd, hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, M/s Forbes Forbes Campbell & Co (Pvt) Ltd, represent and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agree 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 of 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

M/s Forbes Forbes Campbell & Co (Pvt) Ltd certifies that it has made and will make full disclosure of a agreements and arrangements with all persons in respect of or related to the transaction with PA and has not taken any action of will not take any action to circumvent the above declaration, representation or warranty.

M/s Forbes Forbes Campbell & Co (Pvt) Ltd, accepts full responsibility and strict liability for making an false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of th declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or beneficiation or procured as aforesaid shall, without prejudice to any other right and remedies available to PA under any law contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, M/s Forbes Forbes Campbell & C



GHULAW SADIQ STAMP VENDOR Lic # 79, Shop # 113, New Ruby Centre Talpur Road, Bouiton -S.No..... Market Karachi Is sue to with AddressMR..... Through with AddressMR..... Purpose Value Rs.....Attached..... Stamp Vendor's Signature..... (NOT USE FOR FREE WILL & DIVORCE PURPOSE) Vendor Not Responsible for Fake Documents

2 1 MAR 2018

8108 AAM EL 24 MAP 2018

CONTRACT AGREEMENT

This contract agreement is made and entered into on 26 March, 2018 BY AND BETWEEN.

Inspector General of Police, Sindh Central Police Office, I.I. Chundrigar Road, Karachi, hereinafter referred as Buyer, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees officers delegated to perform functions procurements for and on behalf of various units of Sindh Police department of ONE PART.

AND

M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 ii) West Wharf Road, Karachi, 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 assignees of the OTHER PART.

WHEREAS the Inspector General of Police, Sindh is entrusted with responsibility of procurement of Plant & Machinery during current financial year 2017-18 as per description, with specification and quantity, given below:-



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Procurement Rules, 2010 (amended 2017), as adopted by Government of Sindh vide notification No. SORI(SGA&CD) 2-30/2010, dated 8th March 2010 invited tenders for the supply of above Plant & Machinery through advertisement in leading national newspapers.

That M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi, participated in the response of open tenders, floated IGP Sindh, by Submitting technical and financial bids, after necessary evaluation of the products, items described above, the Departmental Committee opened the financial bids in front of all bidders on 08.02.2018.

That the rates offered by M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building 58 West Wharf Road, Karachi, for the products, items 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 Procurement Committee, the IGP Sindh as accorded approval to place purchase/procurement order in favour of M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi, on terms and conditions specified below:-

NOW THEREEORE PARTIES HEREBY AGREED AS FOLLOW:-

- That M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi, shall supply Plant & Machinery described and specified along with quantity the above within 51 days from the date of signing of this agreement.
- That all deliveries shall be made at CPO Clothing Store, Nishter Road, Garden, Karachi, between 0900 hours to 1600 hours on working days only.
- ni milan 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 Plant & Machinery or part thereof if it is not in accordance with approved 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. That no appeal or review will be permissible against the decision of Inspection Committee.
 - That the AIGP/Logistics, CPO, Sindh, shall give written receipt signed by him giving out complete details, exhibiting the number of items/articles delivered and the number Plant & Machinery 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.
 - That all Plane & Machinery rejected shall be taken back and removed by the M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachia and replace with the new store, if the replaced store however again rejected by the Inspection Committee then nothing shall become due or recoverable by the M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi, in respect on account of Plant & Machinery so rejected.

vii) THE RESERVE OF THE PARTY OF THE PAKISTAN viii) ix) x) 10000R SPECTAL AKISTAN 0000Rs PAKISTAN KISTAN

In case M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi, make default, in the due performance of this agreement/contract in part or full, AIGP/Logistic, CPO, Sindh 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 item/equipment supplied late.

The AIGP/Logistic, CPO, Sindh shall have right to assess, demand and recover any damages suffered by Police Department due to late supply of the item/articles from the supplier

The AIGP/Logistic, CPO, Sindh 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 Forbes Forbes Campbell & Co. (Private) Ltd, 4th Floor, KDLB Building, 58 West Wharf Road, Karachi, by the said AIGP/Logistic, CPO, Sindh, whether by virtue of agreement or otherwise.

The ICH Sindh 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.

xi) 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

That the supplier has agreed to deliver the supply within 51 days which expires on 15-05-2018, deadline of supply for financial year 2017-18. Hence supply received upto 15-05-2018 will be acceptable after inspection whereas concerning the supply after deadline, supplier has to deposit 100% Bank Guarantee equal to the amount of remaining/balance supply with the request to extend the supply period. Advance payment on pre-receipted bill against such remaining supply is subject to approval by Finance Department Government of Sindh.

Warranty:- The supplier warrants that all Goods supplied under the Contract are new, unused, and have no defect. The warranty of the Goods shall remain valid for 01 year after the Goods or any portion thereof as the case may be, have been delivered at final destination indicated in the Contract and accepted after inspection. The Procuring agency will promptly notify the supplier in writing of any claims arising under the warranty, and upon receipt of such notice the supplier shall repair or replace the defective Goods or parts thereof, without costs to the Procuring agency within period as mentioned below;

Action Item	Response Time
Replacement	15 working days
Repair	05 working days
Re-configuration	02 working days
Backup Replacement	15 working days

If the Supplier having been notified fails to remedy the defect (s) within the period specified in contract the Presuring agency may proceed to take such remedial action as may be necessary, at the

contract to cover defects liability period or maintenance period subject to final acceptance by the Purchaser.

- 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.
- 1. Any notice required under this contract agreement shall be in writing and shall be effective when received by the addressee at its given address.
- 2. If any term, condition, 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 will preserve, as far as possible, the intentions expressed in the Agreement. If the parties fail to use 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.

3. Force Majeure:-

i) Definition:-

- (a) For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riot, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockdown, or other industrial action (Except where such strike, lockdowns or other industrial actions are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by the government agencies.
 - Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub-contractor or agent or employees nor (ii) any event which a diligent party could reasonable have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligation hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

ii) No Breach of contract:-

The failure of Party to fulfill any of its obligations hereunder shall not be considered to be breach of, or default under this contract insofar as such inability arises from an event of Force Majeure, provided that he party affected by such an event taken all reasonable precautions, due conditions of this contract.

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CAPECAL
DHESIVE

PANELSIVA

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(jii) Measures to be taken:-

Force Majeure.

iv) Extension of Time:-

(a) Any period within which a party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as result of Force Majeure.

14. Arbitration:-

i) Right to Arbitration

Any disputes between the parties as to matter arising pursuant to this contract which cannot be settled amicably with in seven (07) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party to arbitration in accordance with the provision of contract agreement.

ii) Selection of Arbitrators

Each dispute arising out of this contract and submitted by a party to arbitration shall be submitted for arbitration to a committee of three (3) members. One member shall be designated by client, the second by contractor and a third by mutual agreement of the parties.

iii) Rules of Procedures

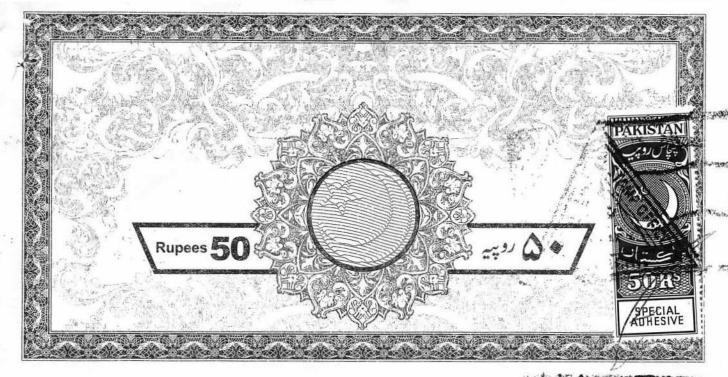
- (a) The arbitration proceedings shall be conducted in accordance with the provision of Pakistan Arbitration Act (Act of 1940) as in force on the date of this contract.
- (b) The decision by the committee shall be made on the majority vote basis and this decision shall be binding on both the parties.
- 15. This agreement may be amended only in writing signed by both the parties.
- 16. IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

AIGP/Logistics
On behalf of IGP, Sindh

On behalf of

Floor, KDLB Building, 58 West Wharf Road, Karachi

Witness:



2 1 MAR 2018

Cal Mas 2 P Valquis

THE SUITERINTENDERS
Franc Office, City Court
Surgell

1.3 MAR 2018

INTEGRITY PACT

DECLARATION OF FEES, COMMISSION AND BROKERAGE ETC. PAYABLE BY THE SUPPLIERS/CONTRACTORS/CONSULTANTS

Contract Number:

Nil

Date:26.03.2018

Contract Value:

Rs.57,470,807/-

Contract Title:

Procurement of 3193 Nos. VHF Walkie Talkie Set for Sindh Police.

M/s Forbes Forbes Campbell & Co (Pvt) Ltd, hereby declares that it has not obtained or induced the procurement of any contract, right, interest, privilege or other obligation or benefit from Government of Sindh (GoS) or any administrative subdivision or agency thereof or any other entity owned or controlled by it (GoS) through any corrupt business practice.

Without limiting the generality of the foregoing, M/s Forbes Forbes Campbell & Co (Pvt) Ltd, represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside 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 Procuring Agency (PA), except that which has been expressly declared pursuant hereto.

M/s Forbes Forbes Campbell & Co (Pvt) Ltd 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 PA and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

M/s Forbes Forbes Campbell & Co (Pvt) Ltd, 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 PA under any law, contract or other instrument, be voidable at the option of PA.

Notwithstanding any rights and remedies exercised by PA in this regard, M/s Forbes Forbes Campbell & Co

' BID EVALUATION REPORT

1.	Name of Procuring Agency. Sindh Poli		Sindh Police	
2.	Tender Reference No.		INF-KRY No. 4635/17	
3.	Tender Description/Name of work/Item.		Walkie Talkie Set	
4.	Method of Procurer	nent.	Single Stage Two Env	elope Procedure .
5.	Tender Published.	SPPRA ID Sr # 35046 [Dawn, Jang, Aman, and Halcl	hal dated: 04-05-/11/201
		(Print & Electronic Med	lia (SPPRA ID No. & News I	apers names with dates,
6.	Total Bid document	s Sold.	06	
7.	Total Bids Received	d.	02	
8.	Technical Bid Open	ning date: (If applicable).	22-11-2017.	
9.	No. of Bid technica	lly qualified (If applicable). 02	ainneas a mais a mais
10.	Bid(s) Rejected.		0	98k
11.	Financial Bid Open	ing date.	08-02-2018	
	Bid Evaluation Re	port:		

S #	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparis on with Estimated cost	Reasons for acceptance/rejection	Remarks
0		2	3	4	5	6
1	M/s Forbes Forbes Campbell	Rs.57,470,807	I _{st}	Lower than estimated cost	Accepted (Because of lowest rate)	
2	M/s Micro	Rs. 62,899,833/-	2 nd	Higher than estimated cost	Rejected (Because of Higher rate)	

Mllar (Tabasum Abbasi)

(Tabasum Abbasi) Director IT, CPO, Sindh, (Member) (Imran Vaqoob Minhas)PSP DIGP/Traffic, Karachi

(Chairman)

(Syed Muhammad Ali Raza),PSP AIGP/Logistics CPO, Sindh

(Secretary)

(Abdul Mannan Khan)

Examiner of Store

Industries & Commerce Department Sindh

(Member)

(Suhail Anjum Jafri)

Home Department Sindh (Member)

Financia Proposal Form

	Bidder's Profile	+		
Name	Forbes Forbes Campbell & Co. (Pvt) Ltd.			
Official Address	4th Floor, KDLB Building, 58 West Wharf Road, Karachi			
Telephone(s) No.	(021) 32310808, 32314023-24, 32200958			
Official Fax No.	(021) 32310938			
GST Registration No.	02-06-8527-001-73			
Income Tax Reg. No.	0822904-0			
No. of years in business	66 Years			

Sr.No.	Quoted ItemName	Quantity	Unit Cost (Rs) with all Govt: Taxes	Total Cost (Rs) inclusive all taxes
01.	VHF Walkie Talkie Set Hytera Model TC580 (5 Watt) (with Standard Accessories & 1650mAH Lithium Ion Battery)	3193	17,999	57,470,807
02.	Lithium Ion Battery 1650mAH (Spare)	3193		
03.	VHF Heliflex Antenna (Spare)	3193	\ \	
04.	D-Earset with In-Line Mic & Vox	3193	N	\sim
05.	Carrying Case	3193	1/201	V .
06.	Programming Tool Kit	32	(100.	10-
07.	5% Spare Parts	FREE of Cost	1	
08.	Service Manuals	08	100	
09.	Two Weeks Training for 25 Staff	Free of Cost		
	\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	th.		

Total Cost in Pak Rupees

57,470,807

Fifty-Seven Million Four Hundred Seventy Thousand Eight Hundred Seven rupee only.

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/Logistics, Central Police Office, Sindh, Karachi.

BIDDER (Sign + Seal)

Segre (Int)

d' Kai

Addie

Pa

Page 16 of 16

1113

3. Evaluation and Comparison of Technical and Financial Bids

The evaluation will be performed assuming the Contract will be awarded to the bid confirming to Eligibility Criteria and most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost.

a. Eligibility Criteria

- Valid Registration with Income Tax.
- Valid Registration with Sales Tax.
- Company History years in business.
- Under taking on stamp paper that firm is not involved in any litigation, Department rift, abandoned or unnecessary delay in completion of any work in the Government Department.
- Affidavit/Undertaking on stamp paper that the firm has not been black listed previously by any
 executing agency.

(Note: All documents are mandatory and must be provided otherwise the bid will not be considered).

b. Evaluation Criteria and Comparison of Bid

The Proposals shall be evaluated on the basis of following parameters.

S.#	Evaluation Parameter	Mar ks	Brief Q	uestionnaire
1	Specifications	400	Compliance with required specifications (Annexure "D") and sample of quoted items.	
			 Balance Sheet and documents to show net worth/financial stability to be provided Tangible net worth is Rs.10 million = 100 marks Tangible net worth is Rs.5 to 9.999 million = 75 marks Tangible net worth is Rs.3 to 4.999 million = 50 marks 	
2	2 Financial Capabilities	200	Tangible net worth less than 3 million = "0" marks Non submission of Balance sheet bids will be rejected.	
			 Annual Turn Over for last 0. Rs.50 Million or above = 10 Rs.40 to 49.999 million = 75 Rs.30 to 39.999 million = 50 Less than Rs.30 million = "0. 	0 marks 5 marks) marks
e e			Non submission of annual turnover	r bids will be rejected.
r.	Relevant Experience	200	Bidder should provide Work Orders relating to work/supply mentioned in the Tender Notice.	
3			More than three Work Orders	
			Three Work Orders	Marks 150
			Less than three Work Orders	Each year obtain 50-Marks
	Total Marks	800		

N.B.

Minimum passing/qualifying marks is 80% i.e. 640 marks out of 800 marks. The bid not obtaining minimum qualifying score shall not be considered and rejected. Out of the bids qualifying the Evaluation Criteria, the bid with lowest evaluated cost shall be awarded contract provided it meets all other procedural requirements.

Walkie Talkie Set

S.No.	Name of Firms		
1	M/s Bilal Construction Co.		
2	M/s MICRO		
3	M/s Star Communication		
4	M/s Space Communication		
5	M/s Forbes Forbes Campbell & Co.		
6	M/s Shaukat Auionics		

SINDH PUBLIC PROCUREMENT REGULATORY AUTHORITY

CONTRACT EVALUATION FORM

TO BE FILLED IN BY ALL PROCURING AGENCIES FOR PUBLIC CONTRACTS OF WORKS, SERVICES & GOODS

1)	NAME OF THE ORGANIZATION / DEPTT.	Sindh Police			
2)	PROVINCIAL / LOCAL GOVT./ OTHER	Provincial			
3)	TITLE OF CONTRACT	Procurement of Equipments (Plant & Machinery)			
4)	TENDER NUMBER	INF-KRY No.4635/17			
5)	BRIEF DESCRIPTION OF CONTRACT	100 Nos. Paper Shredder Machine			
6)	FORUM THAT APPROVED THE SCHEME	SNE-2017-18			
7)	TENDER ESTIMATED VALUE	Rs.1,000,000/-			
8)	ENGINEER'S ESTIMATE (For civil works only)				
9)	ESTIMATED COMPLETION PERIOD (AS PI	ER CONTRACT) 55 Days			
10)	TENDER OPENED ON (DATE & TIME)	22-11-2017 at 1430 Hours			
11)	NUMBER OF TENDER DOCUMENTS SOLD (Attach list of buyers)	08			
12)	NUMBER OF BIDS RECEIVED	05			
13)	NUMBER OF BIDDERS PRESENT AT THE	TIME OF OPENING OF BIDS 05			
	BID EVALUATION REPORT (Enclose a copy)	Enclosed			
15)	NAME AND ADDRESS OF THE SUCCESSF	UL BIDDER M/s Kontinental Establishment H.Mohani Rd K			
16)	CONTRACT AWARD PRICE	Rs.1,590,000/-			
17)	RANKING OF SUCCESSFUL BIDDER IN EV (i.e. 1^{st} , 2^{nd} , 3^{rd} EVALUATION BID).	VALUATION REPORT			
10\	METHOD OF PROCUREMENT USED : - (Ti	alr ana)			
10)	METHOD OF PROCUREMENT USED: - (TI	ck one)			
	a) SINGLE STAGE – ONE ENVELOPE	PROCEDURE Domestic/ Local			
	b) SINGLE STAGE – TWO ENVELOPE	E PROCEDURE			
	c) TWO STAGE BIDDING PROCEDUR	RE			
	d) TWO STAGE – TWO ENVELOPE B	IDDING PROCEDURE			
	PLEASE SPECIFY IF ANY OTHER EMERGENCY, DIRECT CONTRACTING	METHOD OF PROCUREMENT WAS ADOPTED i.e.			

10\ A DDD	OVING AUTHORITY FOR AN		snpector General of Police Sindh
19) APPR	OVING AUTHORITY FOR AW	ARD OF CONTRACT_	
20) WHE	THER THE PROCUREMENT W	'AS INCLUDED IN ANN	NUAL PROCUREMENT PLAN? Yes
21) ADVI	ERTISEMENT:		
,		[V	
i)	SPPRA Website (If yes, give date and SPPRA)	Yes Identification No.)	SPPRA I.D. Sr.No.35046
		No	
ii)	News Papers (If yes, give names of newspaper)	pers and dates)	Dawn, jang, Aman & Halchal Dated: 04-05-/11/2017
	(0)	No	
22) NATU	JRE OF CONTRACT		Damestic/ Liscal
WAS	THER QUALIFICATION CRITE INCLUDED IN BIDDING / TEN s, enclose a copy)	ALEXANDER .	Yes / No
WAS	THER BID EVALUATION CRIT INCLUDED IN BIDDING / TEN s, enclose a copy)		Yes V No
	THER APPROVAL OF COMPE HOD OTHER THAN OPEN COM	사용하다 마시아 보면 하나 아들이 되었다. 그런 아이들이 하는 것 같아 보다 하나 있다.	AS OBTAINED FOR USING A Yes No
26) WAS	BID SECURITY OBTAINED FE	ROM ALL THE BIDDER	Yes V No
	THER THE SUCCESSFUL BID BEST EVALUATED BID (in ca		ATED Yes ✓ No
	THER THE SUCCESSFUL BIDI PLIANT?	DER WAS TECHNICAL	LY Yes V No
	THER NAMES OF THE BIDDE TIME OF OPENING OF BIDS?	RS AND THEIR QUOT	Yes No No
		RT GIVEN TO BIDDI	ERS BEFORE THE AWARD OF
	FRACT? The copy of the bid evaluation reports	rt)	Yes / No

	ANY COMPLAINTS RECEIVED (If yes, result thereof)	Yes	
		No	√
32)	ANY DEVIATION FROM SPECIFICATIONS GI	VEN IN THE TEN	NDER NOTICE / DOCUMENTS
((If yes, give details)	Yes	
		No	V
	WAS THE EXTENSION MADE IN RESPONSE T (If yes, give reasons)	TIME? Yes	
		No	√
	DEVIATION FROM QUALIFICATION CRITERI (If yes, give detailed reasons.)	A Yes	
		No	√
	WAS IT ASSURED BY THE PROCURING AC BLACK LISTED?	SENCY THAT T	HE SELECTED FIRM IS NOT Yes ✓ No
	WAS A VISIT MADE BY ANY OFFICER/OFFI SUPPLIER'S PREMISES IN CONNECTION WIT	THE PROCUE	REMENT? IF SO, DETAILS TO
I	BE ASCERTAINED REGARDING FINANCING (If yes, enclose a copy)	OF VISIT, IF ABF	Yes No
37)	BE ASCERTAINED REGARDING FINANCING		Yes No 🗸
37) \(\)	BE ASCERTAINED REGARDING FINANCING (If yes, enclose a copy) WERE PROPER SAFEGUARDS PROVIDED O		Yes No V
37) \(\)	BE ASCERTAINED REGARDING FINANCING (If yes, enclose a copy) WERE PROPER SAFEGUARDS PROVIDED OF THE CONTRACT (BANK GUARANTEE ETC.)? SPECIAL CONDITIONS, IF ANY	N MOBILIZATI	Yes No V
37) \(\) 38) \(\)	BE ASCERTAINED REGARDING FINANCING (If yes, enclose a copy) WERE PROPER SAFEGUARDS PROVIDED OF THE CONTRACT (BANK GUARANTEE ETC.)? SPECIAL CONDITIONS, IF ANY If yes, give Brief Description)	Yes	Yes No V ON ADVANCE PAYMENT IN Yes No V eral of Polica Sindle
37) N 38) S (Signature Auth	BE ASCERTAINED REGARDING FINANCING (If yes, enclose a copy) WERE PROPER SAFEGUARDS PROVIDED OF THE CONTRACT (BANK GUARANTEE ETC.)? SPECIAL CONDITIONS, IF ANY (If yes, give Brief Description)	Yes No Sistant Inspector Gen (Logistic) CPO	Yes No V ON ADVANCE PAYMENT IN Yes No V eral of Polica Sindh

<u>SPPRA, Block. No.8, Sindh Secretariat No.4-A, Court Road, Karachi</u> Tele: 021-9205356; 021-9205369 & Fax: 021-9206291

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GOVERNMENT OF SINDH POLICE DEPARTMENT

No. G-I/ 364 /2018/Karachi Dated 22-03-2018.

To,

M/s Kontinental Establishment, Suite# 112, First Floor, Europa Centre, Hasrat Mohani Road, Karachi.

Subject:- SUPPLY OF 100 NOS. PAPER SHREDDER FOR SINDH POLICE FOR THE CURRENT FINANCIAL YEAR 2017-18.

Please refer to this office letter No.G-I/341/2018 dated: 15-03-2018 on the subject noted above.

2/- Since you have been approved for the supply of the above store to Sindh Police, therefore you are required to undertake this work immediately and make supply of 100 Nos. Paper Shredder Model: (Aurora AS1230CD) on the conditions noted below:-

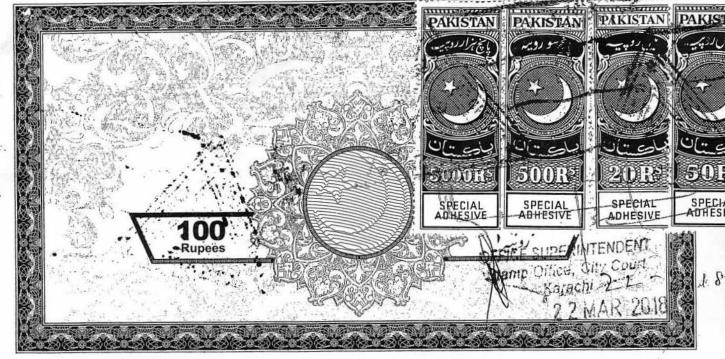
- 3/- The following conditions will also be observed strictly:-
 - The store should be in accordance with the details agreed upon in the contract signed by you.
 - 2. The supply should be made F.O.R, Destination (CPO Clothing Store Nishter Road, Garden Karachi).

(m Miy.

(SYED MUHAMMAD ALI RAZA) PSP

AIGP/Logistics, For Inspector General of Police, Sindh, Karachi.

Copy forwarded to Incharge CPO Sindh Clothing Store, Nishter Road, Garden Karachi for information and necessary action. The committee of the store should please be held immediately on receipt of the store and a copy of the survey committee report sent to this office for further action.



STAMP OFFICE CITY COURT, KARACHI.

Issued to Kantimental F.S. T

CNIC No. 42 LOI-3005096.7

Vide D.S.R. No. 21 Dt. 20.9.12

Gabehali of civilian do 230 Dt. 20.4.12

for the purpose of Ago

Entry 10. 21 Dt. 20.9.11

REPLANTE MINIME WORLY

Contract agreement

- 1. This contract agreement is made and entered into on 22nd March, 2018 BY AND BETWEEN.
 - i) Inspector General of Police, Sindh Central Police Office, I.I. Chundrigar Road, Karachi, hereinafter referred as Buyer, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assignees officers delegated to perform functions procurements for anc on behalf of various units of Sindh Police department of ONE PART.

AND

- ii) M/s Kontinental Establishment, Suite# 112, First Floor, Europa Centre, Hasrat Mohani Road, Karachi, 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 assignees of the OTHER PART.
- WHEREAS the Inspector General of Police, Sindh is entrusted with responsibility of procurement of Plant & Machinery during current financial year 2017-18 as per description, with specification and quantity, given below:-

- Procurement Rules, 2010 (amended 2017), as adopted by Government of Sindh vide notification No. SORI(SGA&CD) 2-30/2010, dated 8th March 2010 invited tenders for the supply of above Plant & Machinery through advertisement in leading national newspapers.
- 4. That M/s Kontinental Establishment, Suite# 112, First Floor, Europa Centre, Hasrat Mohani Road, Karachi, participated in the response of open tenders, floated IGP Sindh, by submitting technical and financial bids, after necessary evaluation of the products, items described above, the Departmental Committee opened the financial bids in front of all bidders on 08.02.2018.
- 5. That the rates offered by M/s Kontinental Establishment, Suite# 112, First Floor, Europa Centre, Hasrat Mohani Road, Karachi, for the products, items 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 Procurement Committee, the IGP Sindh has accorded approval to place purchase/procurement order in favour M/s Kontinental Establishment, Suite# 112, First Floor, Europa Centre, Hasrat Mohani Road, Karachi, on terms and conditions specified below:-

NOW THEREFORE PARTIES HEREBY AGREED AS FOLLOW:-

- i) That M/s Kontinental Establishment, Suite# 112, First Floor, Europa Centre, Hasrat Mohani Road, Karachi, shall supply Plant & Machinery described and specified alongwith quantity mentioned above within 55 days from the date of signing of this agreement.
- ii) That all deliveries shall be made at CPO Clothing Store, Nishter Road, Garden, Karachi, between 0900 hours to 1600 hours on working days only.
- Departmental Inspection Committee which shall be at liberty to reject any Plant & Machinery or part thereof if it is not in accordance with approved 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. That no appeal or review will be permissible against the decision of Inspection Committee.
- iv) That the AIGP/Logistics, CPO, Sindh, shall give written receipt signed by him giving out complete details, exhibiting the number of items/articles delivered and the number Plant & Machinery 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.
- V) That all Plant & Machinery rejected shall be taken back and removed by the M/s Kontinental Establishment, Suite# 112, First Floor, Europa Centre, Hasrat Mohani Road, Karachi, and replace with the new store, if the replaced store however again rejected by the Inspection Committee then nothing shall become due or recoverable by the M/s Kontinental Establishment, Suite# 112, First Floor, Europa Centre, Hasrat Mohani Road. Karachi, in respect on account of Plant & Machinery so rejected.

- Mohani Road, Karachi, make default, in the due performance of this agreement/contract in part or full, AIGP/Logistic, CPO, Sindh 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 item/equipment supplied late.
- viii) The AIGP/Logistic, CPO, Sindh shall have right to assess, demand and recover any damages suffered by Police Department due to late supply of the item/articles from the supplier.
- ix) The AIGP/Logistic, CPO, Sindh 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 Kontinental Establishment, Suite# 112, First Floor, Europa Centre, Hasrat Mohani Road, Karachi, by the said AIGP/Logistic, CPO, Sindh, whether by virtue of agreement or otherwise.
- x) The IGP Sindh 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.
- xi) 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. That the supplier has agreed to deliver the supply within 55 days which expires on 15-05-2018, i.e. deadline of supply for financial year 2017-18. Hence supply received upto 15-05-2018 will be acceptable after inspection whereas concerning the supply after deadline, supplier has to deposit 100% Bank Guarantee equal to the amount of remaining/balance supply with the request to extend the supply period. Advance payment on pre-receipted bill against such remaining supply is subject to approval by Finance Department Government of Sindh.
- 7. Warranty:- The supplier warrants that all Goods supplied under the Contract are new, unused, and have no defect. The warranty of the Goods shall remain valid for 01 year after the Goods or any portion thereof as the case may be, have been delivered at final destination indicated in the Contract and accepted after inspection. The Procuring agency will promptly notify the supplier in writing of any claims arising under the warranty, and upon receipt of such notice the supplier shall repair or replace the defective Goods or parts thereof, without costs to the Procuring agency within period as mentioned below:-

Action Item	Response Time
Replacement	2-3 days
Repair	24-48 Hours
Re-configuration	-
Backup Replacement	48 Hours

If the Supplier having been notified fails to remedy the defect (s) within the period specified in

contract to cover defects liability period or maintenance period subject to final acceptance by the Purchaser.

- 10. 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.
- 11. Any notice required under this contract agreement shall be in writing and shall be effective when received by the addressee at its given address.
- 12. If any term, condition, 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.

13. Force Majeure:-

i) Definition:-

- (a) For the purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riot, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockdown, or other industrial action (Except where such strike, lockdowns or other industrial actions are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by the government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub-contractor or agent or employees nor (ii) any event which a diligent party could reasonable have been expected to both (a) take into account at the time of the conclusion of this contract and (b) avoid or overcome in the carrying out of its obligation hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

ii) No Breach of contract:-

The failure of Party to fulfill any of its obligations hereunder shall not be considered to be breach of, or default under this contract insofar as such inability arises from an event of Force Majeure, provided that the party affected by such an event taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and

- (b) A party affected by an event of rorce majeure shall notify the other party of such soon as possible, and in any event not later than thirty days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal condition as soon as possible.
- (c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

iv) Extension of Time:-

(a) Any period within which a party shall, pursuant to this contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as result of Force Majeure.

10. Arbitration:-

i) Right to Arbitration

Any disputes between the parties as to matter arising pursuant to this contract which cannot be settled amicably with in seven (07) days after receipt by one party of the other party's request for such amicable settlement may be submitted by either party to arbitration in accordance with the provision of contract agreement.

ii) Selection of Arbitrators

Each dispute arising out of this contract and submitted by a party to arbitration shall be submitted for arbitration to a committee of three (3) members. One member shall be designated by client, the second by contractor and a third by mutual agreement of the parties.

iii) Rules of Procedures

- (a) The arbitration proceedings shall be conducted in accordance with the provision of Pakistan Arbitration Act (Act of 1940) as in force on the date of this contract.
- (b) The decision by the committee shall be made on the majority vote basis and this decision shall be binding on both the parties.
- 11. This agreement may be amended only in writing signed by both the parties.
- 12. IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

AIGP/Logistics

On behalf of IGP, Sindh

Karachi

M/s Kontinental Establishment, Suite# 112, First Floor, Europa Centre, Hasrat Mohani Road, Karachi

On behalf of

Witness:

BID EVALUATION REPORT

1.	- Name of Procuring Agency.		Sindh Police		
2.	Tender Reference No.		INF-KRY No. 4635/17		
3.	Tender Description/	Name of work/Item.	Paper Shredder Machine		
4.	Method of Procurement.		Single Stage Two Envelope Procedure		
5.	Tender Published.	SPPRA ID Sr # 35046 D	awn, Jang, Aman, and Halo	:hal dated: 04-05-/11/2017.	
		(Print & Electronic Med.	ia (SPPRA ID No. & News)	Papers names with dates)	
6.	Total Bid document	s Sold.	08		
7.	Total Bids Received.		05		
8.	Technical Bid Open	ing date: (If applicable).	22-11-2017.		
9.	No. of Bid technica	lly qualified (If applicable)	. 03		
10.	Bid(s) Rejected.		02		
11.	Financial Bid Open	ing date.	08-02-2018		
	Rid Evaluation Re				

<i>S</i> #	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparis on with Estimated cost	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6
ı	M/s Kontinantal Establishment	Rs.1.590.000/-	l _{st}	Higher than estimated cost	Accepted (Because of lowest rate)	
2	M/s Gemeo	Rs.2.076,200/-	2nd	Higher than estimated cost	Rejected (Because of Higher rate)	
3	M/s Global Tech	Rs.2,150,000	3 rd	Higher than estimated cost	Rejected (Because of Highest rate)	
4	M/s Bizpro office Solution	-	-	-	-	Firm failed to hold the demonstration
5	M/s Universal Business Equipment	-	-		-	Does not meet to Departmental

(Tabasum Abbasi) Director IT, CPO, Sindh. (Member)

(Imran Yaqoob Minhas)PSP DIGP/T/affic, Karachi (Chairman)

(Syed Muhammad Ali Raza),PSP AIGP/Logistics CPO, Sindh

(Secretary)

(Abdul Mannan Khan)

Examiner of Store Industries & Commerce Department Sindh (Suhail Anjum Jafri) SO(Bridget)

Financial Proposal Form

	Bidder'	s Profile		
Name	Kontinental	Estab	18 shment	
Official Address	112, Astroom Eur		5315311	Johan Road Kas
Telephone(s) No.	021-3263			1000//
Official Fax No.	021-32627306			
GST Registration No.	17-50-999		SHE T	
Income Tax Reg. No.	263648		all d	
No. of years in business	12		La L	
Sr.No. Quo	oted ItemName	Quantity	Unit Cost (Rs) with all Govt: Taxes	Total Cost (Rs) inclusive all taxes
Aug Asi	SHREDDER. RORA 230CD.	100.	15,900/-	1,590,000/= 1,590,000/= 1,590,000/=
Star	Total Cost	in Pak Rupe	ees	1, 1, 5 10 10 10 10
(in words.	ne million time	hundred	Ninety Thou	usund Only.
	0		1/ 3/6	

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 Alconomies, Central Police Office, Sindh, Karachi.

BIDDER (Sign + Seal

Page 16 of 16

3. Evaluation and Comparison of Technical and Financial Bids

The evaluation will be performed assuming the Contract will be awarded to the bid confirming to Eligibility Criteria and most closely conforming to evaluation criteria and other conditions specified in the bidding documents and having lowest evaluated cost.

a. Eligibility Criteria

- Valid Registration with Income Tax.
- · Valid Registration with Sales Tax.
- · Company History years in business.
- Under taking on stamp paper that firm is not involved in any litigation, Department rift, abandoned or unnecessary delay in completion of any work in the Government Department.
- Affidavit/Undertaking on stamp paper that the firm has not been black listed previously by any
 executing agency.

(Note: All documents are mandatory and must be provided otherwise the bid will not be considered).

b. Evaluation Criteria and Comparison of Bid

The Proposals shall be evaluated on the basis of following parameters.

S.#	Evaluation Parameter	Mar ks	Brief Questionnaire	
- 1 -	Specifications	400	Compliance with required special of quoted items.	fications (Annexure "D") and samples
2	Financial Capabilities	200	 Balance Sheet and documents to show net worth/stability to be provided Tangible net worth is Rs.10 million = 100 marks Tangible net worth is Rs.5 to 9.999 million = 75 marks Tangible net worth is Rs.3 to 4.999 million = 50 marks Tangible net worth less than 3 million = "0" marks Non submission of Balance sheet bids will be rejected. Annual Turn Over for last 02 years Rs.50 Million or above = 100 marks Rs.40 to 49.999 million = 75 marks Rs.30 to 39.999 million = 50 marks Less than Rs.30 million = "0" marks Non submission of annual turnover bids will be rejected. 	
3	Relevant Experience	200	Bidder should provide Work mentioned in the Tender No More than three Work Orders Three Work Orders Less than three Work Orders	
	Total Marks	800		

N.B.

Minimum passing/qualifying marks is 80% i.e. 640 marks out of 800 marks. The bid not obtaining minimum qualifying score shall not be considered and rejected. Out of the bids qualifying the Evaluation Criteria, the bid with lowest evaluated cost shall be awarded contract provided it meets all other procedural requirements.

Paper Shredder Machine

S.No.	Name of Firms
1	M/s Bizpro Office Solution.
2	M/s Kontinantal Establishment
3	M/s Global Tech
4	M/s T.K Medical
5	M/s NCON
6	M/s GEMCO
7	M/s Universal Business Equipment
8	M/s Shaukat Avionics