

**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. 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 PER CONTRACT) 55 Days
- 10) TENDER OPENED ON (DATE & TIME) 22-11-2017 at 1430 Hours
- 11) NUMBER OF TENDER DOCUMENTS SOLD 09  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 07
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 07
- 14) BID EVALUATION REPORT Enclosed  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Home System, 308,3rd Floor UNI Center Kyc
- 16) CONTRACT AWARD PRICE Rs.19,935,000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). 1st

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE  Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE
- c) TWO STAGE BIDDING PROCEDURE
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

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	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?  
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	√

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details)

Yes	
No	√

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	√

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT  
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE  
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	√

Signature & Official Stamp of  
Authorized Officer

Assistant Inspector General of Police  
(Logistic) CPO Sindh,  
Karachi.

**FOR OFFICE USE ONLY**

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



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:-

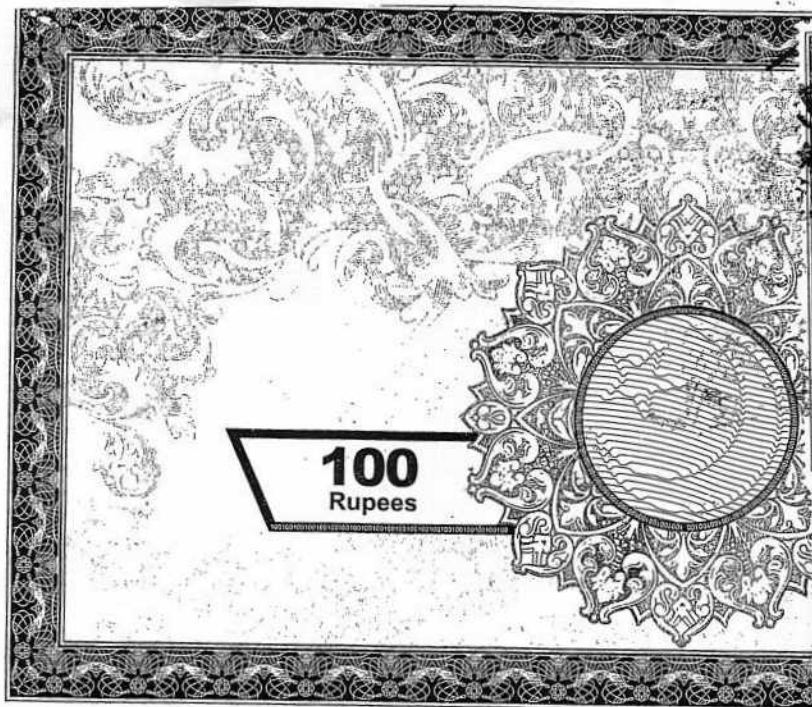
3/- The following conditions will also be observed strictly:-

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  
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.





**MUHAMMAD ZAKIR STAMP VENDOR**  
Licence. No.47, Seat No. 74. City Court  
Karachi-Pakistan

S. NO. 13874 DATE.....  
ISSUED TO M. Meesa Baboch  
THROUGH WITH Advocate  
PURPOSE..... L# 9692/HG  
VALUE RS.....  
STAMP VENDOR'S SIGNATURE.....

15 MAR 2018  
10000R

### CONTRACT AGREEMENT

1. This contract agreement is made and entered into on 22<sup>nd</sup> 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.
  
2. 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
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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 8<sup>th</sup> 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 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.
- 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.
- 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 Home System, 308, 3rd Floor UNI Center I.I Chundigarh 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 Home System, 308, 3rd Floor UNI Center I.I Chundigarh Road, Karachi, in respect on account of Plant & Machinery so rejected.

OFFICE SUPERINTENDENT  
Station Office, City Court  
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 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
Replacement	If fault within month replace.
Repair	20-25 days

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.
9. 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:-**
- 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 within seven (7) 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**

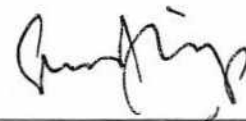
Each dispute arising out of this contract and submitted by a party to arbitration shall be submitted for arbitration to a committee of three (3) members. One member shall be designated by client, the second by contractor and a third by mutual agreement of the parties.

**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.**



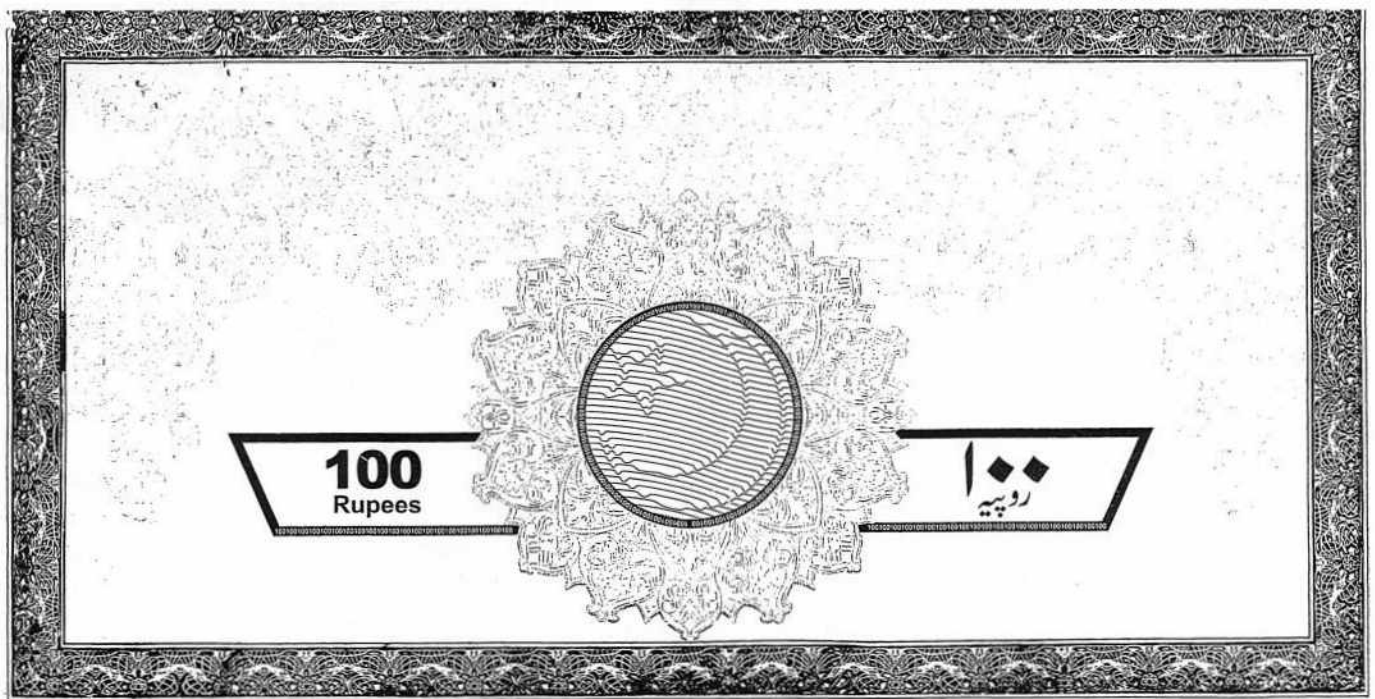
AIGP/Logistics  
On behalf of IGP, Sindh  
**HOME SYSTEM**



Proprietor  
On behalf of

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





**SYED RIAZ MUSTAFA RIZVI**

Stamp Vender Licence No. 89  
S-C - 8/4, Urdu Mahal, Nazimabad, Karachi

No. 022538  
ISSUED TO: MUHAMMAD HANIF AHMED

Through With Address: **SYED SHAHID HUSSAIN**

PURPOSE: Advocate High Court  
Value Rs. 100/-  
Stamp Vender's Signature

15 MAR 2018

**(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 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 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 times the sum of any commission, gratification, bribe, finder's fee or kickback given by

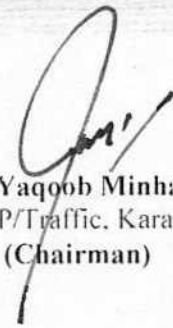
## BID, EVALUATION REPORT

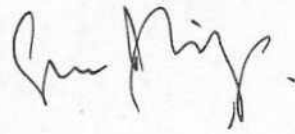
1. Name of Procuring Agency. Sindh Police
2. Tender Reference No. INF-KRY No. 4635/17
3. Tender Description/Name of work/Item. Computer
4. Method of Procurement. Single Stage Two Envelope Procedure
5. Tender Published. SPPRA ID Sr # 35046 Dawn, Jang, Aman, and Halchal dated: 04-05-11/2017.  
*(Print & Electronic Media (SPPRA ID No. & News Papers names with dates))*
6. Total Bid documents Sold. 09
7. Total Bids Received. 07
8. Technical Bid Opening date: (If applicable). 22-11-2017.
9. No. of Bid technically qualified (If applicable). 02
10. Bid(s) Rejected. 05
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	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 <sup>st</sup>	Lower than estimated cost	Accepted (Because of lowest rate)	
2	M/s S.I. Global	Rs.20,587,500/-	2 <sup>nd</sup>	Lower than estimated cost	Rejected (Because of Higher rate)	
3	M/s Kontinantal Establishment	-			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 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



# 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 2<sup>ND</sup> FLOOR, CPO BUILDING,II CHUNDRIGAR  
ROAD KARACHI  
TEL # 99212631, FAX # 99213839

## REQUEST FOR PROPOSAL PROCURMENT OF PLANT & MACHINERY DESKTOP COMPUTERS "Financial Original Quotation"

S. No.	Description of Items	Unit Price With Taxes	QTY	Total Price With Taxes
1.	<p><b>Computer</b></p> <p><u>HP Pro Desk 600 G3 As per your Requirement Specification Or Equivalent Higher 7<sup>th</sup> Generation Provide</u></p> <ul style="list-style-type: none"> <li>Processor: Intel® Core™ i7 Minimum 3.6 upto 4.2GHz with Intel® Turbo Boost Technology, 8 MB cache, 4, cores</li> <li>Memory: 8GB DDR-4 (4X2)</li> <li>Hard Drive:1TB SATA HDD</li> <li>4 or higher sata port controller</li> <li>Optical Drive: DVD+RW</li> <li>1x1000 express gigabit nic</li> <li>Integrated Graphics capability</li> <li>LED Screen: HP 18.5" LED Screen</li> <li>Chassis Mini Tower</li> <li>Power Supply Standard 280w or higher watt</li> <li>Mouse: HP USB Mouse Keyboard: HP USB Keyboard,</li> <li>Operating System: Microsoft Windows 10 Professional 64bit licensed &amp; media DVD</li> <li>MacAfee Antivirus With 1year Subscription</li> <li>Sindh police bios logo from manufacture</li> </ul> <p><u>As per your requirement Specification Or Equivalent Higher Complete Product Boucher is Attached With Three Year comprehensive warranty..</u></p>	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/=

**Terms & Conditions:** 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.

*Handwritten signatures and initials*

HOME SYSTEM

Warm regards,

Proprietor

For: Home System  
Authorised Business Partner

0345-3623995



Head Office: 308, 3rd Floor, Phone: 32425890 Uni Center, I.I. Chundrigar Road, Karachi, Pakistan



### 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	Marks	Brief Questionnaire						
1	Specifications	400	Compliance with required specifications (Annexure "D") and samples of quoted items.						
2	Financial Capabilities	200	<ul style="list-style-type: none"> <li>• Balance Sheet and documents to show net worth/financial stability to be provided                             <ul style="list-style-type: none"> <li>▪ Tangible net worth is Rs.10 million = 100 marks</li> <li>▪ Tangible net worth is Rs.5 to 9.999 million = 75 marks</li> <li>▪ Tangible net worth is Rs.3 to 4.999 million = 50 marks</li> <li>▪ Tangible net worth less than 3 million = "0" marks</li> </ul> </li> </ul> Non submission of Balance sheet bids will be rejected.						
			<ul style="list-style-type: none"> <li>• Annual Turn Over for last 02 years                             <ul style="list-style-type: none"> <li>▪ Rs.50 Million or above = 100 marks</li> <li>▪ Rs.40 to 49.999 million = 75 marks</li> <li>▪ Rs.30 to 39.999 million = 50 marks</li> <li>▪ Less than Rs.30 million = "0" marks</li> </ul> </li> </ul> Non submission of annual turnover bids will be rejected.						
3	Relevant Experience	200	<ul style="list-style-type: none"> <li>• Bidder should provide Work Orders relating to work/supply mentioned in the Tender Notice.</li> </ul> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>More than three Work Orders</td> <td>Marks 200</td> </tr> <tr> <td>Three Work Orders</td> <td>Marks 150</td> </tr> <tr> <td>Less than three Work Orders</td> <td>Each year obtain 50-Marks</td> </tr> </table>	More than three Work Orders	Marks 200	Three Work Orders	Marks 150	Less than three Work Orders	Each year obtain 50-Marks
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.

## 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 PER CONTRACT) 51 Days
- 10) TENDER OPENED ON (DATE & TIME) 22-11-2017 at 1430 Hours
- 11) NUMBER OF TENDER DOCUMENTS SOLD 09  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 05
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 05
- 14) BID EVALUATION REPORT Enclosed  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL 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 EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). 1st
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE \_\_\_\_\_  Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE \_\_\_\_\_
- c) TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE \_\_\_\_\_

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

21) ADVERTISEMENT :

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	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
--------------------	-------------------------------------	------	--------------------------

23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

24) WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?  
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	√

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details)

Yes	
No	√

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	√

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT  
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE  
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	√

Signature & Official Stamp of  
Authorized Officer

Assistant Inspector General of Police  
(Logistic) CPO Sindh,  
Karachi.

**FOR OFFICE USE ONLY**

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



GOVERNMENT OF SINDH  
POLICE DEPARTMENT

No. G-I/ 371 /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. 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:-

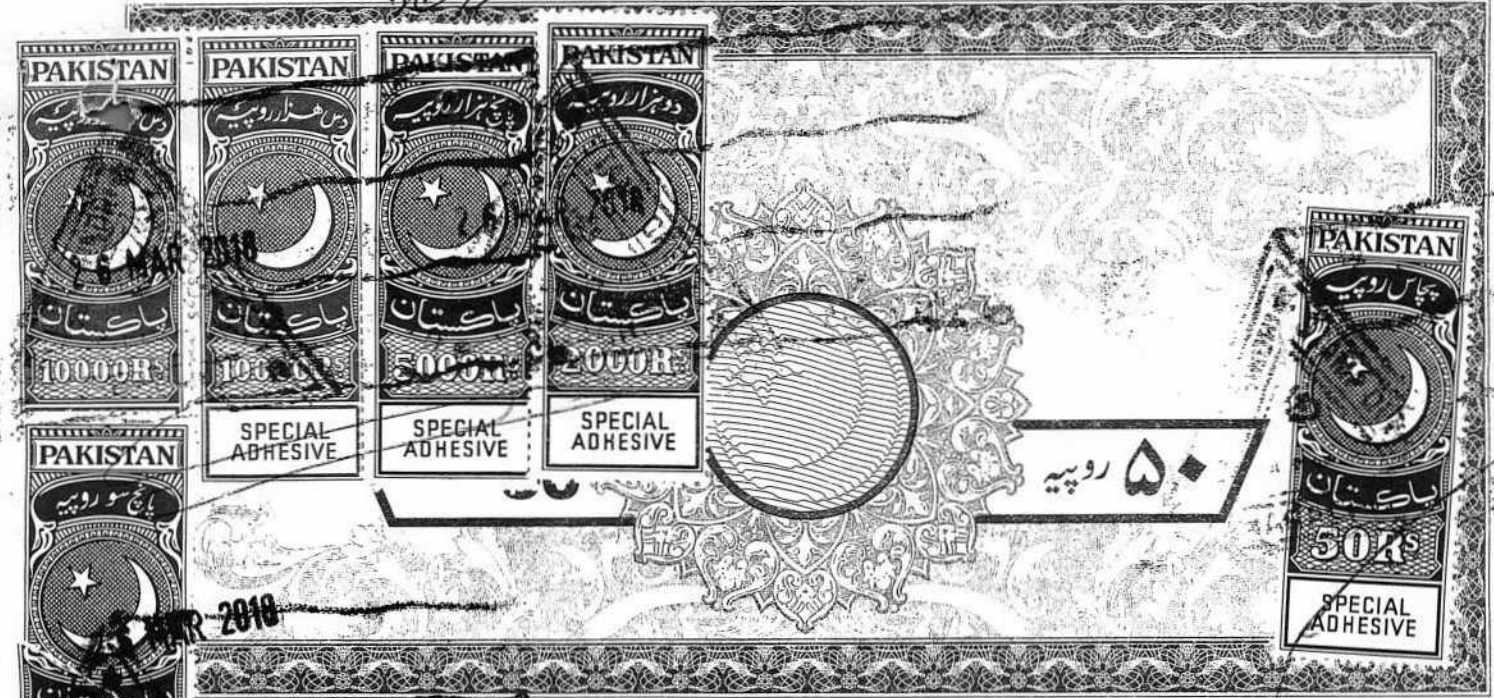
3/- The following conditions will also be observed strictly:-

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**  
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.





20 MAR 2018  
097133

Advocate (H. Advocate)  
Advocate HC 326  
MAR 2018

### CONTRACT AGREEMENT

This contract agreement is made and entered into on 26<sup>th</sup> 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, Shahrab-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.



Procurement Rules, 2010 (amended 2017), as adopted by Government of Sindh vide notification **No. SORI(SGA&CD) 2-30/2010, dated 8<sup>th</sup> 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.
- 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.
- 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 gain rejection 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 of account of Plant & Machinery so rejected.

- 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
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 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:-**

- (a) A party affected by an event of Force Majeure shall



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 within 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:**

*Syed Shariq Ali Shah*

CNIC: 42201-3456123-1






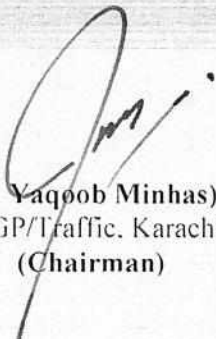
## BID EVALUATION REPORT

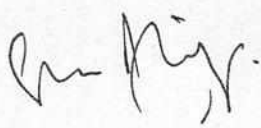
1. Name of Procuring Agency. Sindh Police
2. Tender Reference No. INF-KRY No. 4635/17
3. Tender Description/Name of work/Item. Scanner
4. Method of Procurement. Single Stage Two Envelope Procedure
5. Tender Published. SPPRA ID Sr # 35046 Dawn, Jang, Aman, and Halchal dated: 04-05-11/2017.  
*(Print & Electronic Media (SPPRA ID No. & News Papers names with dates))*
6. Total Bid documents Sold. 09
7. Total Bids Received. 05
8. Technical Bid Opening date: (If applicable). 22-11-2017.
9. No. of Bid technically qualified (If applicable). 03
10. Bid(s) Rejected. 02
11. Financial Bid Opening date. 08-02-2018

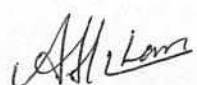
### **Bid Evaluation Report:**

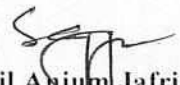
S #	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparis on with Estimated cost	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6
1	M/s Mega Plus	Rs.7,960.725/-	1 <sup>st</sup>	Higher than estimated cost	<b>Accepted</b> (Because of lowest rate)	
2	M/s Kontinantal Establishment	Rs.8,766,000/-	2 <sup>nd</sup>	Higher than estimated cost	<b>Rejected</b> (Because of Higher rate)	
3	M/s Sherazi Trading	Rs.14,400,000/-	3 <sup>rd</sup>	Higher than estimated cost	<b>Rejected</b> (Because of Highest rate)	
4	M/s ABM Data System	-	-	-	<b>Rejected</b>	Does not meet to Departmental Specification
5	M/s Quick Marketing	-	-	-	<b>Rejected</b>	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  
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	Megaplus Pakistan			
Official Address				
Telephone(s) No.				
Official Fax No.				
GST Registration No.				
Income Tax Reg. No.				
No. of years in business				
Sr.No.	Quoted ItemName	Quantity	Unit Cost (Rs) with all Govt: Taxes	Total Cost (Rs) inclusive all taxes
1	Scanner HP 2500f1	225	35,381/- 35,381/-	7,960,680/-
Total Cost in Pak Rupees				
(in words. _____)				

*Signature*  
*Signature*

**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)

*Signature* *Signature* *Signature* *Signature*

### 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	Marks	Brief Questionnaire						
1	Specifications	400	Compliance with required specifications (Annexure "D") and samples of quoted items.						
2	Financial Capabilities	200	<ul style="list-style-type: none"> <li>• Balance Sheet and documents to show net worth/financial stability to be provided                             <ul style="list-style-type: none"> <li>▪ Tangible net worth is Rs.10 million = 100 marks</li> <li>▪ Tangible net worth is Rs.5 to 9.999 million = 75 marks</li> <li>▪ Tangible net worth is Rs.3 to 4.999 million = 50 marks</li> <li>▪ Tangible net worth less than 3 million = "0" marks</li> </ul> </li> </ul> <p>Non submission of Balance sheet bids will be rejected.</p> <ul style="list-style-type: none"> <li>• Annual Turn Over for last 02 years                             <ul style="list-style-type: none"> <li>▪ Rs.50 Million or above = 100 marks</li> <li>▪ Rs.40 to 49.999 million = 75 marks</li> <li>▪ Rs.30 to 39.999 million = 50 marks</li> <li>▪ Less than Rs.30 million = "0" marks</li> </ul> </li> </ul> <p>Non submission of annual turnover bids will be rejected.</p>						
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## Scanner

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 ABM Data System
7	M/s GEMCO
8	M/s MEGAPLUS
9	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) 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 PER CONTRACT) 51 Days
- 10) TENDER OPENED ON (DATE & TIME) 22-11-2017 at 1430 Hours
- 11) NUMBER OF TENDER DOCUMENTS SOLD 10  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 08
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 08
- 14) BID EVALUATION REPORT Enclosed  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL 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 EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). 1st

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE \_\_\_\_\_  Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE \_\_\_\_\_
- c) TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE \_\_\_\_\_

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:



19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

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	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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24) WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?  
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	√

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details)

Yes	
No	√

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	√

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	√

Signature & Official Stamp of  
Authorized Officer

  
Assistant Inspector General of Police  
(Logistic) CPO Sindh  
Karachi.

**FOR OFFICE USE ONLY**



GOVERNMENT OF SINDH  
POLICE DEPARTMENT

No. G-I/ 370 /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

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.



Office City Court  
Karachi

20 MAR 2018

097137

MUHAMMAD NAEEM (Advocate)  
Advocate MC 326

Office City Court

26 MAR 2018

**CONTRACT AGREEMENT**

1. This contract agreement is made and entered into on 26<sup>th</sup> 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.
2. 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	225 Nos.
As per Approved quoted Model	





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.
- 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.
- 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 AIGP/Logistic, CPO, Sindh** at the rate specified below (F.O.R Destination) within financial year 2017-18.

Item/Article	Qty	Rate	Unit	Total Amount



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
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 total

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 severed 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 reasonably 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 within 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:

Syed Sharif Ali Shah  
42201-3456-123-1

1)



2)

Sachin Inam  
42101-1612139-8






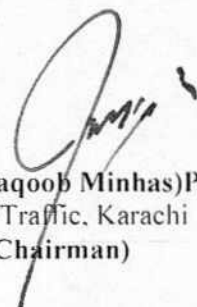
## BID EVALUATION REPORT


1. Name of Procuring Agency. Sindh Police
2. Tender Reference No. INF-KRY No. 4635/17
3. Tender Description/Name of work/Item. Printer
4. Method of Procurement. Single Stage Two Envelope Procedure
5. Tender Published. SPPRA ID Sr # 35046 Dawn, Jang, Aman, and Halchal dated: 04-05-/11/2017.  
*(Print & Electronic Media (SPPRA ID No. & News Papers names with dates)*
6. Total Bid documents Sold. 10
7. Total Bids Received. 08
8. Technical Bid Opening date: (If applicable). 22-11-2017.
9. No. of Bid technically qualified (If applicable). 03
10. Bid(s) Rejected. 05
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	Comparison with Estimated cost	Reasons for acceptance/rejection	Remarks
0	1	2	3	4	5	6
1	M/s Mega Plus	Rs.4.953.375/-	1 <sup>st</sup>	Higher than estimated cost	<b>Accepted</b> (Because of lowest rate)	
2	M/s Kontinantal Establishment	Rs.5.130.000/-	2 <sup>nd</sup>	Higher than estimated cost	<b>Rejected</b> (Because of Higher rate)	
3	M/s Imran Electronics	Rs.5.538.150/-	3 <sup>rd</sup>	Higher than estimated cost	<b>Rejected</b> (Because of Highest rate)	
4	M/s Sherazi Trading	-			<b>Rejected</b>	Does not meet to Departmental Specification
5	M/s Hascombe Business	-			<b>Rejected</b>	Firm failed to hold the demonstration
6	M/s ABM Data System	-			<b>Rejected</b>	Does not meet to Departmental Specification
7	M/s GEMCO	-			<b>Rejected</b>	Firm failed to hold the demonstration
8	M/s Quick Marketing	-			<b>Rejected</b>	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  
AIGP/Logistics CPO, Sindh  
(Secretary)

  
(Abdul Mannan Khan)  
Examiner of Store

  
(Suhail Anjum Jafri)  
SO(Budget)

Financial Proposal Form

Annexure - C

Bidder's Profile

Name	Megaplex Pakistan
Official Address	
Telephone(s) No.	
Official Fax No.	
GST Registration No.	
Income Tax Reg. No.	
No. of years in business	

Sr.No.	Quoted ItemName	Quantity	Unit Cost (Rs) with all Govt. Taxes	Total Cost (Rs) inclusive all taxes
1	<del>Printer</del> Printer HP Laserjet M203dn	225	22,015	4,953,312/-

*[Handwritten signature]*

*[Handwritten signature]*  
Total Cost in Pak Rupees

(in words)

Note: Earnest money will be equivalent to 2% of the total bid cost.  
Only Pay Order/Bank Draft for earnest money will be acceptable in favour of IGP/Logistics,  
Central Police Office, Sindh, Karachi.



BIDDER (Sign + Seal)

*[Handwritten signature]* *[Handwritten signature]* *[Handwritten signature]* *[Handwritten signature]*

### 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	Marks	Brief Questionnaire						
1	Specifications	400	Compliance with required specifications (Annexure "D") and samples of quoted items.						
2	Financial Capabilities	200	<ul style="list-style-type: none"> <li>• Balance Sheet and documents to show net worth/financial stability to be provided                             <ul style="list-style-type: none"> <li>▪ Tangible net worth is Rs.10 million = 100 marks</li> <li>▪ Tangible net worth is Rs.5 to 9.999 million = 75 marks</li> <li>▪ Tangible net worth is Rs.3 to 4.999 million = 50 marks</li> <li>▪ Tangible net worth less than 3 million = "0" marks</li> </ul> </li> </ul> <p>Non submission of Balance sheet bids will be rejected.</p> <ul style="list-style-type: none"> <li>• Annual Turn Over for last 02 years                             <ul style="list-style-type: none"> <li>▪ Rs.50 Million or above = 100 marks</li> <li>▪ Rs.40 to 49,999 million = 75 marks</li> <li>▪ Rs.30 to 39,999 million = 50 marks</li> <li>▪ Less than Rs.30 million = "0" marks</li> </ul> </li> </ul> <p>Non submission of annual turnover bids will be rejected.</p>						
3	Relevant Experience	200	<ul style="list-style-type: none"> <li>• Bidder should provide Work Orders relating to work/supply mentioned in the Tender Notice.</li> </ul> <table border="1" style="width: 100%;"> <tr> <td>More than three Work Orders</td> <td>Marks 200</td> </tr> <tr> <td>Three Work Orders</td> <td>Marks 150</td> </tr> <tr> <td>Less than three Work Orders</td> <td>Each year obtain 50-Marks</td> </tr> </table>	More than three Work Orders	Marks 200	Three Work Orders	Marks 150	Less than three Work Orders	Each year obtain 50-Marks
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.



## Printers

<b>S.No.</b>	<b>Name of Firms</b>
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) TENDER NUMBER INF-KRY No.4635/17
- 5) BRIEF DESCRIPTION OF CONTRACT 225 Nos. UPS
- 6) FORUM THAT APPROVED THE SCHEME SNE-2017-16
- 7) TENDER ESTIMATED VALUE Rs.3,690,000/-
- 8) ENGINEER'S ESTIMATE  
(For civil works only) \_\_\_\_\_
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 55 Days
- 10) TENDER OPENED ON (DATE & TIME) 22-11-2017 at 1430 Hours
- 11) NUMBER OF TENDER DOCUMENTS SOLD 12  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 04
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 04
- 14) BID EVALUATION REPORT Enclosed  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s GEMCO P.E.C.H.S Karachi
- 16) CONTRACT AWARD PRICE Rs.3,132,675/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). 1st

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE \_\_\_\_\_  Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE \_\_\_\_\_
- c) TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE \_\_\_\_\_

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

21) ADVERTISEMENT :

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	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?

(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	√

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details)

Yes	
No	√

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	√

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT  
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE  
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	√

Signature & Official Stamp of  
Authorized Officer

Assistant Inspector General of Police  
(Logistic) CPO Sindh,  
Karachi.

**FOR OFFICE USE ONLY**

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



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.

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. UPS Model: (BPC Power Star Extreme 1000va smart) on the conditions noted below:-

3/- The following conditions will also be observed strictly:-

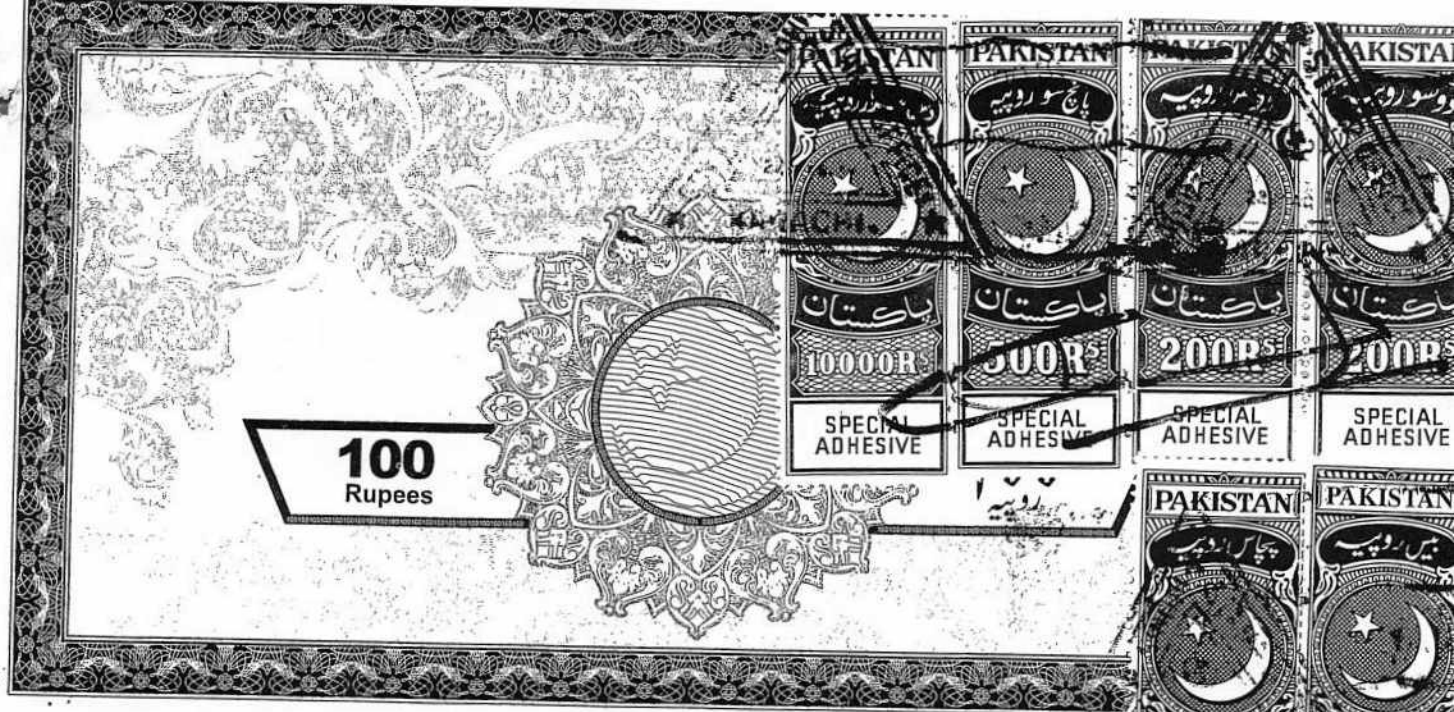
1. The store should be in accordance with the details agreed upon in the contract signed by you.
2. The supply should be made F.O.R, Destination (CPO Clothing Store Nishter Road, Garden Karachi).

(SYED MUHAMMAD ALI RAZA) PSP

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.





61537

## CONTRACT AGREEMENT

1. This contract agreement is made and entered into on 22<sup>nd</sup> 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.
2. 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 8<sup>th</sup> March 2010 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.
- 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.
- 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 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 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.



1) **Right to Arbitration**

Any disputes between the parties as to matter arising pursuant to this contract which cannot be settled amicably within 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.

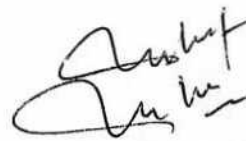
(b) The decision by the committee shall be made on the majority vote basis and this decision shall be binding on both the parties.

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)  **KAMRAN**  
42301-8178645-1

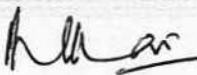
2)  **ZAMEER ATTOMAS**  
43302-3550639-1

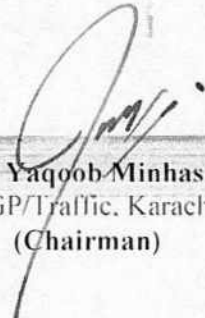
## BID EVALUATION REPORT

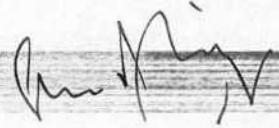
1. Name of Procuring Agency. Sindh Police
2. Tender Reference No. INF-KRY No. 4635/17
3. Tender Description/Name of work/Item. UPS
4. Method of Procurement. Single Stage Two Envelope Procedure
5. Tender Published. SPPRA ID Sr # 35046 Dawn, Jang, Aman, and Halchal dated: 04-05-11/2017.  
*(Print & Electronic Media (SPPRA ID No. & News Papers names with dates)*
6. Total Bid documents Sold. 12
7. Total Bids Received. 04
8. Technical Bid Opening date: (If applicable). 22-11-2017.
9. No. of Bid technically qualified (If applicable). 02
10. Bid(s) Rejected. 02
11. Financial Bid Opening date. 08-02-2018


### **Bid Evaluation Report:**

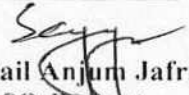
S #	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6
1	M/s GEMCO	Rs.3.132.675/-	1 <sup>st</sup>	Lower than estimated cost	<b>Accepted</b> (Because of lowest rate)	
2	M/s Kontinantal Establishment	Rs.3.262.500/-	2 <sup>nd</sup>	Lower than estimated cost	<b>Rejected</b> (Because of Higher rate)	
3	M/s Quick Marketing	-	-	-	<b>Rejected</b>	Firm failed to hold the demonstration
4	M/s A.J Enterprises	-	-	-	<b>Rejected</b>	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	M/S. Samco
Official Address	43/4-A, Block-6, PCHS, Karachi
Telephone(s) No.	021-34389581-88
Official Fax No.	021-34389589
GST Registration No.	12-20-8999-835-37
Income Tax Reg. No.	1273297-4
No. of years in business	55 YEARS.

Sr.No.	Quoted ItemName	Quantity	Unit Cost (Rs) with all Govt: Taxes	Total Cost (Rs) inclusive all taxes
	BPC POWERSTAR EXTREMIZ 1000 SMART	225	13,923/-	Rs. 3,132,675/-

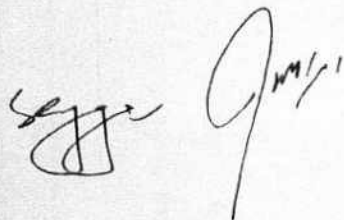
Total Cost in Pak Rupees

(in words. THREE Million One Hundred Thirty Two

Thousand Six Hundred Sixty Four 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)






### 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	Marks	Brief Questionnaire						
1	Specifications	400	Compliance with required specifications (Annexure "D") and samples of quoted items.						
2	Financial Capabilities	200	<ul style="list-style-type: none"> <li>• Balance Sheet and documents to show net worth/financial stability to be provided                             <ul style="list-style-type: none"> <li>▪ Tangible net worth is Rs.10 million = 100 marks</li> <li>▪ Tangible net worth is Rs.5 to 9.999 million = 75 marks</li> <li>▪ Tangible net worth is Rs.3 to 4.999 million = 50 marks</li> <li>▪ Tangible net worth less than 3 million = "0" marks</li> </ul> </li> </ul> <p>Non submission of Balance sheet bids will be rejected.</p> <ul style="list-style-type: none"> <li>• Annual Turn Over for last 02 years                             <ul style="list-style-type: none"> <li>▪ Rs.50 Million or above = 100 marks</li> <li>▪ Rs.40 to 49.999 million = 75 marks</li> <li>▪ Rs.30 to 39.999 million = 50 marks</li> <li>▪ Less than Rs.30 million = "0" marks</li> </ul> </li> </ul> <p>Non submission of annual turnover bids will be rejected.</p>						
3	Relevant Experience	200	<ul style="list-style-type: none"> <li>• Bidder should provide Work Orders relating to work/supply mentioned in the Tender Notice.</li> </ul> <table border="1" style="width: 100%;"> <tr> <td>More than three Work Orders</td> <td>Marks 200</td> </tr> <tr> <td>Three Work Orders</td> <td>Marks 150</td> </tr> <tr> <td>Less than three Work Orders</td> <td>Each year obtain 50-Marks</td> </tr> </table>	More than three Work Orders	Marks 200	Three Work Orders	Marks 150	Less than three Work Orders	Each year obtain 50-Marks
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.



**UPS**

<b>S.No.</b>	<b>Name of Firms</b>
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 PER CONTRACT) 50 Days
- 10) TENDER OPENED ON (DATE & TIME) 22-11-2017 at 1430 Hours
- 11) NUMBER OF TENDER DOCUMENTS SOLD 07  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 04
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 04
- 14) BID EVALUATION REPORT Enclosed  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Power Zone Bughtian Chock Lahore
- 16) CONTRACT AWARD PRICE Rs.5,350,000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). 1st

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE \_\_\_\_\_  Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE \_\_\_\_\_
- c) TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE \_\_\_\_\_

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

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	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

24) WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?  
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	√

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details)

Yes	
No	√

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	√

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	√

Signature & Official Stamp of  
Authorized Officer

  
Assistant Inspector General of Police  
(Logistic) CPO Sindh,  
Karachi.

**FOR OFFICE USE ONLY**

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





GOVERNMENT OF SINDH  
POLICE DEPARTMENT

No. G-I/ 372 /2018/Karachi

Dated 27-03-2018.

To,

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

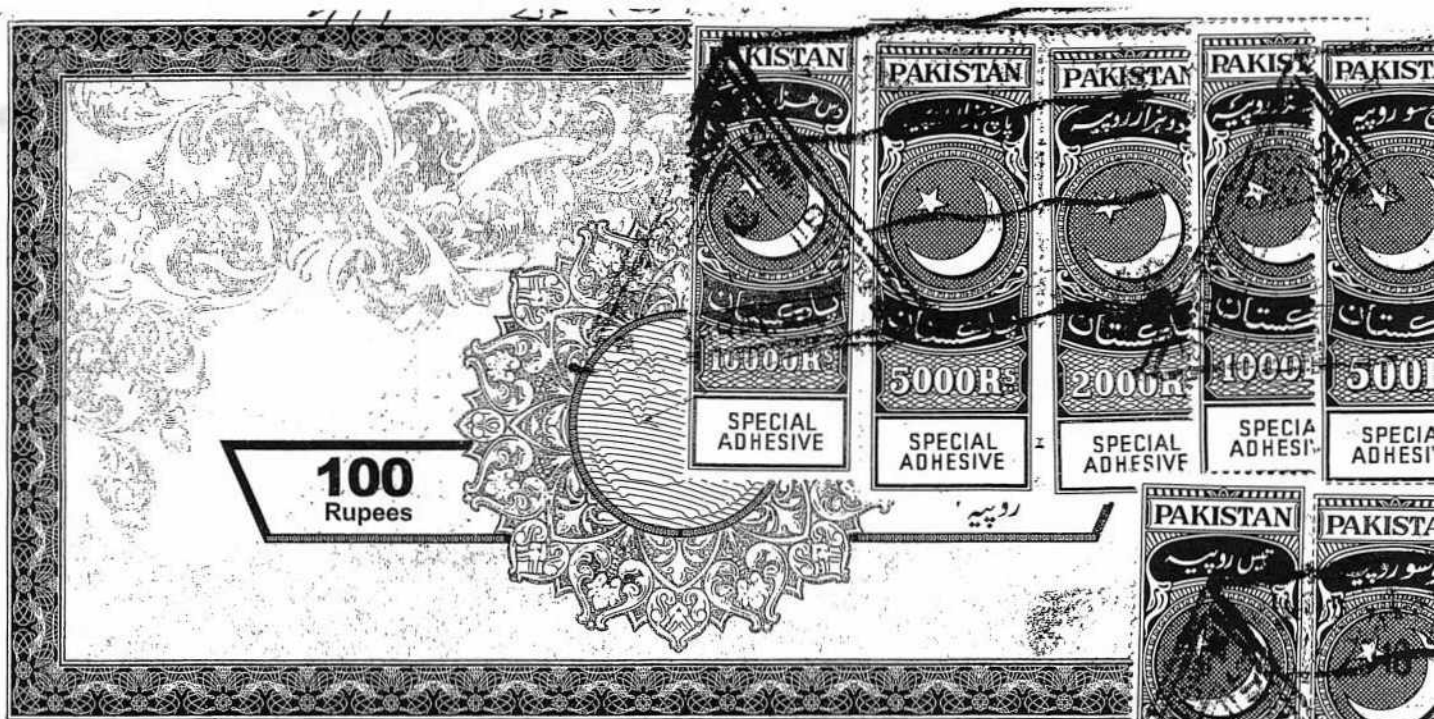
1. The store should be in accordance with the details agreed upon in the contract signed by you.
2. The supply should be made F.O.R, Destination (CPO Clothing Store Nishter Road, Garden Karachi).

(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



**MUHAMMAD ZAKIR STAMP VENDOR**

Licence No. 47, Seat No. 74, City Court

Karachi-Pakistan

S. NO. 13875 DATE.....  
 ISSUED TO WITH AMOUNT Baloch  
 THROUGH WITH 9500000  
 PURPOSE # 9502/H.C.  
 VALUE RS.....  
 STAMP VENDOR'S SIGNATURE.....

15 JAN 2018

10000/101  
 OFFICE SUPERINTENDENT  
 Stamp Office, City Court  
 Karachi-7218  
 27-3-18  
 127 MAR 2018

**CONTRACT AGREEMENT**

1. This contract agreement is made and entered into on 27<sup>th</sup> 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.
2. 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	05 Nos
As per Approved quoted Model	

4. That **M/s Power Zone, 1-P 1KM, Defence Off Raiwind Road, Bubtian Chowk, Adjacent The 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:-**

- i) 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, Nishtar Road, Garden, Karachi, between 0900 hours to 1600 hours on working days only.
- iii) That every article shall be made and finished in all respects to entire satisfaction of Departmental Inspection Committee which shall be at liberty to reject any 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 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



- vii) In case **M/S Power Zone, 1-P 1KM, Defence Off Raiwind Road, Bubbian Chowk, 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, Bubbian 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 remedial action as may be necessary, at the



9. 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:-**

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 an event of Force Majeure shall, 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 within 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 ABDULLAH 42201-7132278-3

On behalf of

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

## BID EVALUATION REPORT

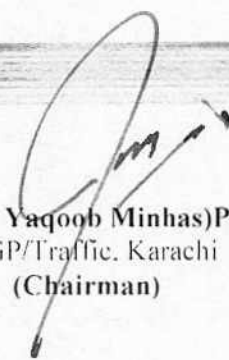
1. Name of Procuring Agency. Sindh Police
2. Tender Reference No. INF-KRY No. 4635/17
3. Tender Description/Name of work/Item. Generator 30 KVA
4. Method of Procurement. Single Stage Two Envelope Procedure
5. Tender Published. SPPRA ID Sr # 35046 Dawn, Jang, Aman, and Halchal dated: 04-05-/11/2017.  
(Print & Electronic Media (SPPRA ID No. & News Papers names with dates))
6. Total Bid documents Sold. 07
7. Total Bids Received. 04
8. Technical Bid Opening date: (If applicable). 22-11-2017.
9. No. of Bid technically qualified (If applicable). 02
10. Bid(s) Rejected. 02
11. Financial Bid Opening date. 08-02-2018

### **Bid Evaluation Report:**

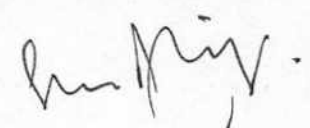
S #	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparis on with Estimated cost	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6
1	M/s Power Zone	Rs.5,350,000/-	1 <sup>st</sup>	Lower than estimated cost	<b>Accepted</b> (Because of lowest rate)	
2	M/s VPL Limited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

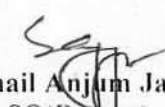


(Syed Muhammad Ali Raza),PSP  
AIGP/Logistics CPO, Sindh  
(Secretary)



(Abdul Mannan Khan)  
Examiner of Store

Industries & Commerce Department Sindh  
(Member)



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

## Financial Proposal Form

Bidder's Profile				
Name	POWER ZONE ENGINEERING & SERVICES			
Official Address	1P, 1KM, DEFENCE OFF RAHWIND ROAD, LAHORE			
Telephone(s) No.	042-111-111-087			
Official Fax No.	042-35855757			
GST Registration No.	0300375664617			
Income Tax Reg. No.	3756646-6			
No. of years in business	2003 / 2011			
Sr.No.	Quoted ItemName	Quantity	Unit Cost (Rs) with all Govt. Taxes	Total Cost (Rs) inclusive all taxes
	SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF DIESEL GENERATOR 30KVA  ENGINE: PERKINS ALTERNATOR: STAMFORD CANOPY COMPLETE IN ALL RESPECT	5	10,70,000	5,350,000
<b>Total Cost in Pak Rupees</b>				
(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)



### 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	Marks	Brief Questionnaire						
1	Specifications	400	Compliance with required specifications (Annexure "D") and samples of quoted items.						
2	Financial Capabilities	200	<ul style="list-style-type: none"> <li>• Balance Sheet and documents to show net worth/financial stability to be provided                             <ul style="list-style-type: none"> <li>▪ Tangible net worth is Rs.10 million = 100 marks</li> <li>▪ Tangible net worth is Rs.5 to 9.999 million = 75 marks</li> <li>▪ Tangible net worth is Rs.3 to 4.999 million = 50 marks</li> <li>▪ Tangible net worth less than 3 million = "0" marks</li> </ul> </li> </ul> <p>Non submission of Balance sheet bids will be rejected.</p> <ul style="list-style-type: none"> <li>• Annual Turn Over for last 02 years                             <ul style="list-style-type: none"> <li>▪ Rs.50 Million or above = 100 marks</li> <li>▪ Rs.40 to 49.999 million = 75 marks</li> <li>▪ Rs.30 to 39.999 million = 50 marks</li> <li>▪ Less than Rs.30 million = "0" marks</li> </ul> </li> </ul> <p>Non submission of annual turnover bids will be rejected.</p>						
3	Relevant Experience	200	<ul style="list-style-type: none"> <li>• Bidder should provide Work Orders relating to work/supply mentioned in the Tender Notice.</li> </ul> <table border="1" style="width: 100%;"> <tr> <td>More than three Work Orders</td> <td>Marks 200</td> </tr> <tr> <td>Three Work Orders</td> <td>Marks 150</td> </tr> <tr> <td>Less than three Work Orders</td> <td>Each year obtain 50-Marks</td> </tr> </table>	More than three Work Orders	Marks 200	Three Work Orders	Marks 150	Less than three Work Orders	Each year obtain 50-Marks
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

- 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 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 PER CONTRACT) 51 Days
- 10) TENDER OPENED ON (DATE & TIME) 22-11-2017 at 1430 Hours
- 11) NUMBER OF TENDER DOCUMENTS SOLD 05  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 02
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 02
- 14) BID EVALUATION REPORT Enclosed  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Forbes Forbes Campbell Co. Karachi
- 16) CONTRACT AWARD PRICE Rs.24,697,534/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). 1st

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE \_\_\_\_\_  Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE \_\_\_\_\_
- c) TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE \_\_\_\_\_

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

21) ADVERTISEMENT :

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	

22) NATURE OF CONTRACT

Domestic/Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

24) WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF CONTRACT?  
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------



31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	√

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details)

Yes	
No	√

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	√

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	√

Signature & Official Stamp of  
Authorized Officer

Assistant Inspector General of Police  
(Logistic) CPO Sindh,  
Karachi.

**FOR OFFICE USE ONLY**

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



GOVERNMENT OF SINDH  
POLICE DEPARTMENT

No. G-I/ 375 /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 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:-

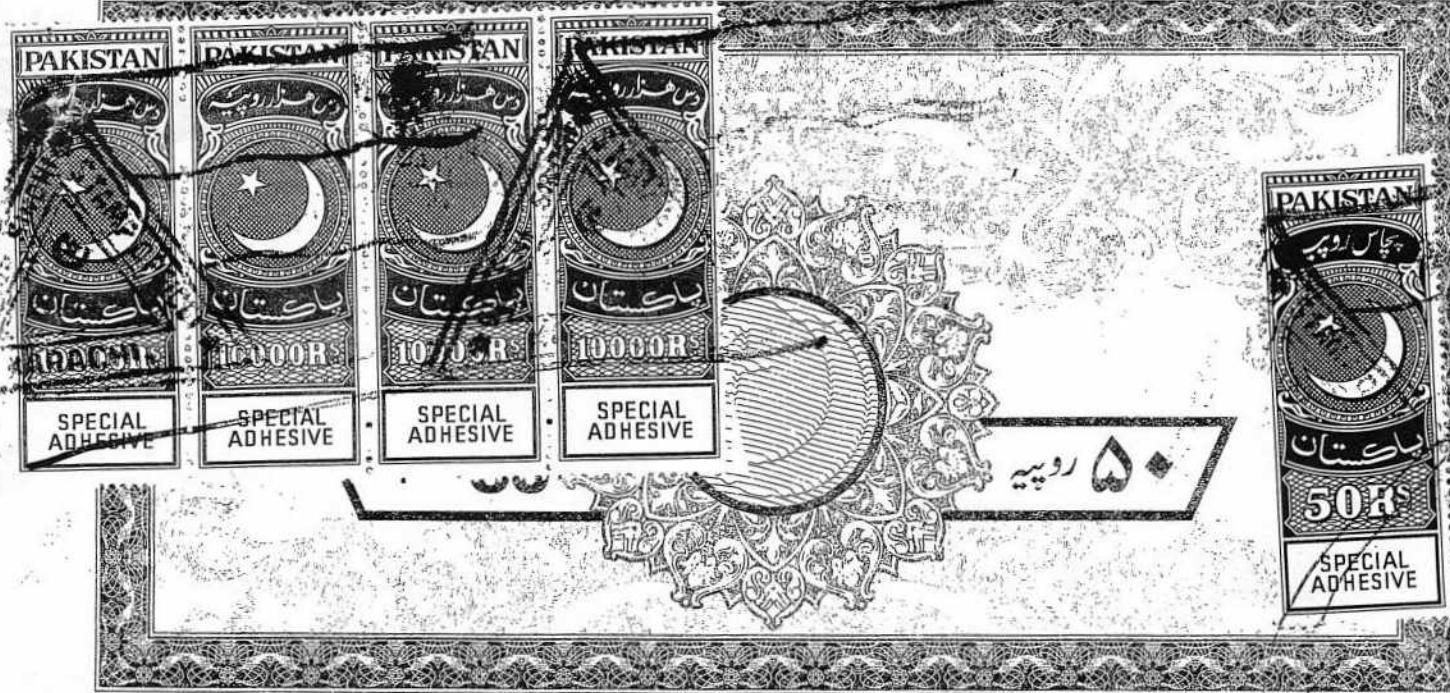
1. The store should be in accordance with the details agreed upon in the contract signed by you.
2. The supply should be made F.O.R, Destination (CPO Clothing Store Nishter Road, Garden Karachi).

(SYED MUHAMMAD ALI RAZA) PSP

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 SADIQ STAMP VENDOR  
Lic # 79, Shop # 113, New Ruby Centre  
Talpur Road, Boulton S.No. 86762  
Market Karachi Date  
Issue to with Address MR. Forbes  
Through with Address MR. Forbes  
Purpose  
Value RS. Attached  
Stamp Vendor's Signature  
(NOT USE FOR FREE WILL & D.VORCE PURPOSE)  
Vendor Not Responsible for Fake Documents

21 MAR 2018

OFFICE SUPERINTENDENT  
Stamp Office, City Court  
Karachi

*Forbes Campbell & Co*

18 MAR 2018

### CONTRACT AGREEMENT

This contract agreement is made and entered into on 26<sup>th</sup> 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 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





Procurement Rules, 2010 (amended 2017), as adopted by Government of Sindh vide notification No. SORI(SGA&CD) 2-30/2010, dated 8<sup>th</sup> 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.
- 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.
- 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 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



OFFICE SUPERINTENDENT  
Sindh City Court

26-3-18

26 MAR 2018



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**

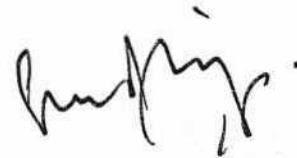
Each dispute arising out of this contract and submitted by a party to arbitration shall be submitted for arbitration to a committee of three (3) members. One member shall be designated by client, the second by contractor and a third by mutual agreement of the parties.

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

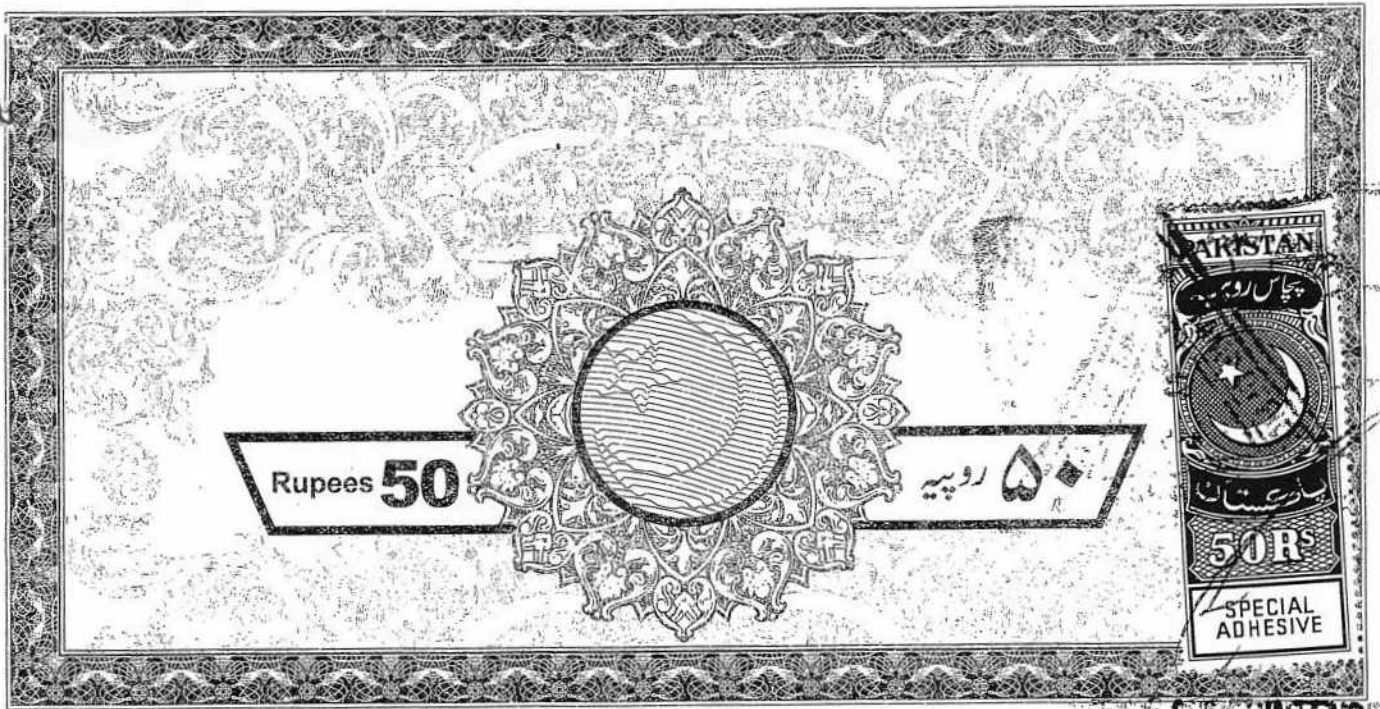


**On behalf of**

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

**Witness:**





GHULAM-SADIQ STAMP VENDOR

Lic # 79, Shop # 113, New Ruby Centre,

Talpur Road, Boulton S.No.....

Market Karachi Date.....

Issue to with Address MR.....

Through with Address MR.....

Purpose.....

Value Rs..... Attached.....

Stamp Vendor's Signature.....

(NOT USE FOR FREE WILL & DIVORCE PURPOSE)

Vendor Not Responsible for Fake Documents

21 MAR 2018

Stamp Office, City Court  
Karachi

13 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.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 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




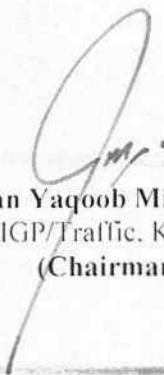
## BID EVALUATION REPORT


1. Name of Procuring Agency. Sindh Police
2. Tender Reference No. INF-KRY No. 4635/17
3. Tender Description/Name of work/Item. VHF Base Set
4. Method of Procurement. Single Stage Two Envelope Procedure
5. Tender Published. SPPRA ID Sr # 35046 Dawn, Jang, Aman, and Halchal dated: 04-05-11/2017.  
*(Print & Electronic Media (SPPRA ID No. & News Papers names with dates))*
6. Total Bid documents Sold. 05
7. Total Bids Received. 02
8. Technical Bid Opening date: (If applicable). 22-11-2017.
9. No. of Bid technically qualified (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 Campbell	Rs.24,697,534	1 <sup>st</sup>	Lower than estimated cost	<b>Accepted</b> (Because of lowest rate)	
2	M/s Micro	-	-	-	<b>Rejected</b>	Quoted product failed in field test

  
(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	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		
11.	Service Manuals	08		
12.	Two Weeks Training for 25 Staff	Free of Cost		

Total Cost in Pak Rupees

24,697,534

**Twenty-Four Million Six Hundred Ninety-Seven Thousand Five Hundred Thirty-Four only.**  
(in words)

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

BIDDER (Sign + Seal)

*(Handwritten signatures and stamps)*



### 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	Marks	Brief Questionnaire						
1	Specifications	400	Compliance with required specifications (Annexure "D") and samples of quoted items.						
2	Financial Capabilities	200	<ul style="list-style-type: none"> <li>• Balance Sheet and documents to show net worth/financial stability to be provided                             <ul style="list-style-type: none"> <li>▪ Tangible net worth is Rs.10 million = 100 marks</li> <li>▪ Tangible net worth is Rs.5 to 9.999 million = 75 marks</li> <li>▪ Tangible net worth is Rs.3 to 4.999 million = 50 marks</li> <li>▪ Tangible net worth less than 3 million = "0" marks</li> </ul> </li> </ul>						
			Non submission of Balance sheet bids will be rejected. <ul style="list-style-type: none"> <li>• Annual Turn Over for last 02 years                             <ul style="list-style-type: none"> <li>▪ Rs.50 Million or above = 100 marks</li> <li>▪ Rs.40 to 49.999 million = 75 marks</li> <li>▪ Rs.30 to 39.999 million = 50 marks</li> <li>▪ Less than Rs.30 million = "0" marks</li> </ul> </li> </ul> Non submission of annual turnover bids will be rejected.						
3	Relevant Experience	200	<ul style="list-style-type: none"> <li>• Bidder should provide Work Orders relating to work/supply mentioned in the Tender Notice.</li> </ul>						
			<table border="1"> <tr> <td>More than three Work Orders</td> <td>Marks 200</td> </tr> <tr> <td>Three Work Orders</td> <td>Marks 150</td> </tr> <tr> <td>Less than three Work Orders</td> <td>Each year obtain 50-Marks</td> </tr> </table>	More than three Work Orders	Marks 200	Three Work Orders	Marks 150	Less than three Work Orders	Each year obtain 50-Marks
			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.



## 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) BRIEF DESCRIPTION OF CONTRACT 978 Nos. VHF Mobile Set
- 6) FORUM THAT APPROVED THE SCHEME SNE-2017-18
- 7) TENDER ESTIMATED VALUE Rs.30,318,000/-
- 8) ENGINEER'S ESTIMATE  
(For civil works only) \_\_\_\_\_
- 9) ESTIMATED COMPLETION PERIOD (AS PER CONTRACT) 51 Days
- 10) TENDER OPENED ON (DATE & TIME) 22-11-2017 at 1430 Hours
- 11) NUMBER OF TENDER DOCUMENTS SOLD 07  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 02
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 02
- 14) BID EVALUATION REPORT Enclosed  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Forbes Forbes Campbell Co. Karachi
- 16) CONTRACT AWARD PRICE Rs.27,383,022/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). 1st

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE \_\_\_\_\_  Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE \_\_\_\_\_
- c) TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE \_\_\_\_\_

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

21) ADVERTISEMENT :

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	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

24) WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?  
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	√

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details)

Yes	
No	√

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	√

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT  
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE  
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	√

Signature & Official Stamp of  
Authorized Officer

Assistant Inspector General of Police  
(Logistic) CPO Sindh,  
Karachi.

**FOR OFFICE USE ONLY**

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



GOVERNMENT OF SINDH  
POLICE DEPARTMENT

No. G-I/ 373 /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:-

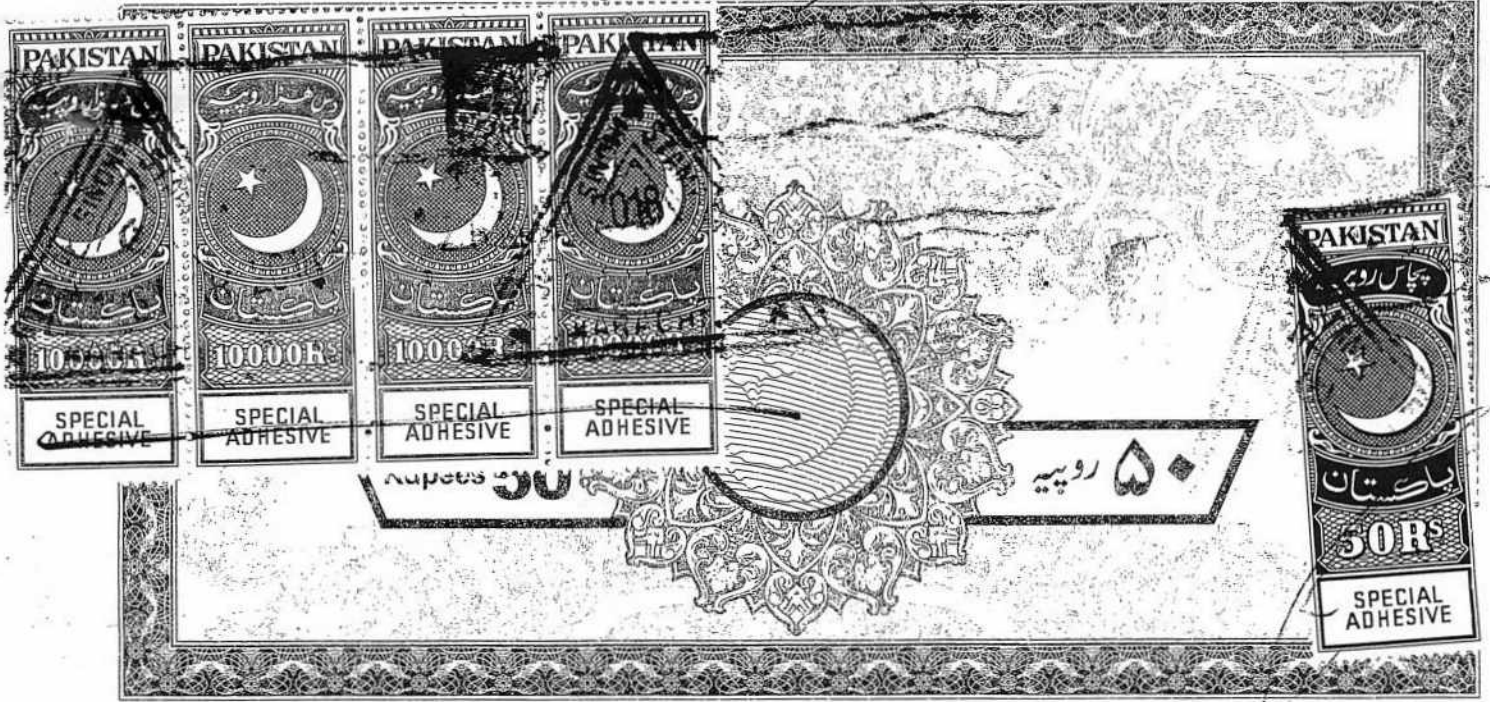
1. The store should be in accordance with the details agreed upon in the contract signed by you.
2. The supply should be made F.O.R, Destination (CPO Clothing Store Nishter Road, Garden Karachi).

(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 SADIQ STAMP VENDOR

Lic # 79, Shop # 113, New Ruby Centre

Talpur Road, Boulfon S.No.....

Market Karachi Date.....

Issue to with Address MR.....

Through with Address MR.....

Purpose.....

Value Rs..... Attached.....

Stamp Vendor's Signature.....

(NOT USE FOR FREE WILL & DIVORCE PURPOSE)

Vendor Not Responsible for Fake Documents

21 MAR 2018

OFFICE SUPERINTENDENT

Stamp Office, City Court  
Karachi

16 MAR 2018

## CONTRACT AGREEMENT

This contract agreement is made and entered into on 26<sup>th</sup> 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 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 8<sup>th</sup> 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 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 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 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.
- 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.
- 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 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 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 within 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**

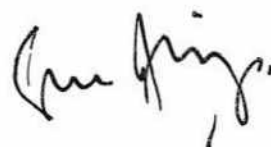
Each dispute arising out of this contract and submitted by a party to arbitration shall be submitted for arbitration to a committee of three (3) members. One member shall be designated by client, the second by contractor and a third by mutual agreement of the parties.

**iii) Rules of Procedures**

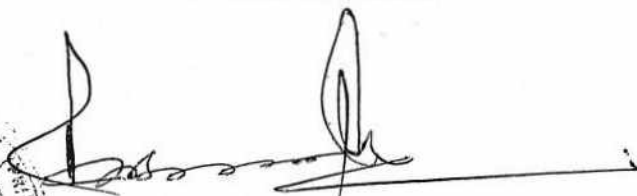
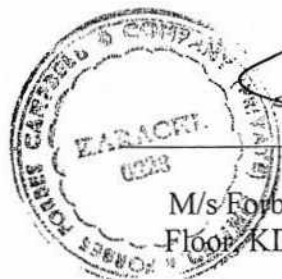
- (a) The arbitration proceedings shall be conducted in accordance with the provision of Pakistan Arbitration Act (Act of 1940) as in force on the date of this contract.
- (b) The decision by the committee shall be made on the majority vote basis and this decision shall be binding on both the parties.

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:**

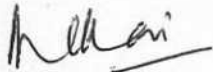


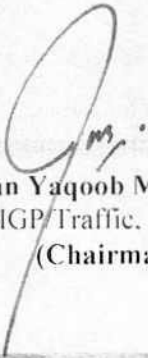
## BID EVALUATION REPORT

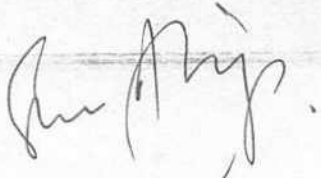
1. Name of Procuring Agency. Sindh Police
2. Tender Reference No. INF-KRY No. 4635/17
3. Tender Description/Name of work/Item. VHF Mobile Set
4. Method of Procurement. Single Stage Two Envelope Procedure
5. Tender Published. SPPRA ID Sr # 35046 Dawn, Jang, Aman, and Halchal dated: 04-05-/11/2017.  
*(Print & Electronic Media (SPPRA ID No. & News Papers names with dates))*
6. Total Bid documents Sold. 07
7. Total Bids Received. 02
8. Technical Bid Opening date: (If applicable). 22-11-2017.
9. No. of Bid technically qualified (If applicable). 01
10. Bid(s) Rejected. 01
11. Financial Bid Opening date. 08-02-2018

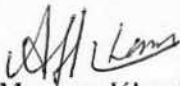
### **Bid Evaluation Report:**

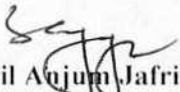
S #	Name of Firm or Bidder	Cost offered by the Bidder	Ranking in terms of cost	Comparison with Estimated cost	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6
1	M/s Forbes Forbes Campbell	Rs.27,383.022/-	1 <sup>st</sup>	Lower than estimated cost	<b>Accepted</b> (Because of lowest rate)	
2	M/s Micro	-	-	-	<b>Rejected</b>	Quoted product failed in field test

  
(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	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 Mobile Set Hytera Model: TM628H (50 Watt) (with Standard Accessories)	978	27,999	27,383,022
02.	Mobile Antenna with Spring	978		
03.	External Speaker	978		
04.	Mobile Antenna with Spring (Spare)	978		
05.	Programming Tool Kit	10		
06.	5% Spare Parts	FREE of Cost		
07.	Service Manuals	08		
08.	Two Weeks Training for 25 Staff	Free of Cost		

*[Handwritten signatures and initials are present over the table and below it.]*

Total Cost in Pak Rupees

27,383,022

(in words) 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 earnest money will be acceptable in favour of AIGP/Logistics, Central Police Office, Sindh, Karachi.

BIDDER (Sign + Seal)

*[Handwritten signatures and initials of the bidder.]*



### 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	Marks	Brief Questionnaire						
1	Specifications	400	Compliance with required specifications (Annexure "D") and samples of quoted items.						
2	Financial Capabilities	200	<ul style="list-style-type: none"> <li>• Balance Sheet and documents to show net worth/financial stability to be provided                             <ul style="list-style-type: none"> <li>▪ Tangible net worth is Rs.10 million = 100 marks</li> <li>▪ Tangible net worth is Rs.5 to 9.999 million = 75 marks</li> <li>▪ Tangible net worth is Rs.3 to 4.999 million = 50 marks</li> <li>▪ Tangible net worth less than 3 million = "0" marks</li> </ul> </li> </ul> <p>Non submission of Balance sheet bids will be rejected.</p> <ul style="list-style-type: none"> <li>• Annual Turn Over for last 02 years                             <ul style="list-style-type: none"> <li>▪ Rs.50 Million or above = 100 marks</li> <li>▪ Rs.40 to 49.999 million = 75 marks</li> <li>▪ Rs.30 to 39.999 million = 50 marks</li> <li>▪ Less than Rs.30 million = "0" marks</li> </ul> </li> </ul> <p>Non submission of annual turnover bids will be rejected.</p>						
3	Relevant Experience	200	<ul style="list-style-type: none"> <li>• Bidder should provide Work Orders relating to work/supply mentioned in the Tender Notice.</li> </ul> <table border="1" style="width: 100%;"> <tr> <td>More than three Work Orders</td> <td>Marks 200</td> </tr> <tr> <td>Three Work Orders</td> <td>Marks 150</td> </tr> <tr> <td>Less than three Work Orders</td> <td>Each year obtain 50-Marks</td> </tr> </table>	More than three Work Orders	Marks 200	Three Work Orders	Marks 150	Less than three Work Orders	Each year obtain 50-Marks
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.



## 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. 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 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 PER CONTRACT) 51 Days
- 10) TENDER OPENED ON (DATE & TIME) 22-11-2017 at 1430 Hours
- 11) NUMBER OF TENDER DOCUMENTS SOLD 06  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 02
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 02
- 14) BID EVALUATION REPORT Enclosed  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Forbes Forbes Campbell Co. Karachi
- 16) CONTRACT AWARD PRICE Rs.57,470,807/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). 1st

18) METHOD OF PROCUREMENT USED : - (Tick one)

- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE \_\_\_\_\_  Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE \_\_\_\_\_
- c) TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE \_\_\_\_\_

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e.  
EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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21) ADVERTISEMENT :

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 & Haichal Dated: 04-05-11/2017
No	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
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23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

24) WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?  
(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	√

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details)

Yes	
No	√

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	√

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT  
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE  
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	√

Signature & Official Stamp of  
Authorized Officer

Assistant Inspector General of Police  
(Logistic) CPO Sindh,  
Karachi.

**FOR OFFICE USE ONLY**

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





GOVERNMENT OF SINDH  
POLICE DEPARTMENT

No. G-I/ 374 /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 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:-

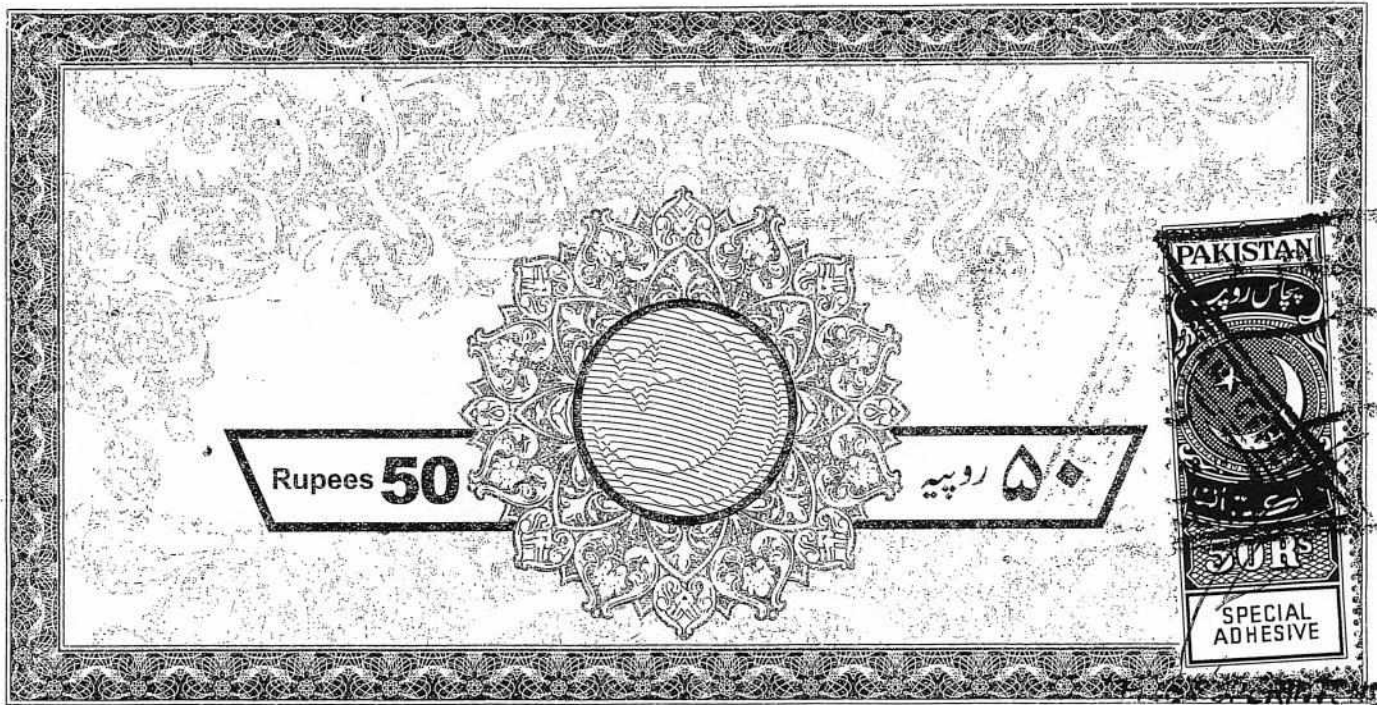
3/- The following conditions will also be observed strictly:-

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



GHULAM SADIQ STAMP VENDOR  
Lic # 79, Shop # 113, New Ruby Centre,  
Talpur Road, Boulton S.No.....  
Market Karachi Date.....  
Issue 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

21 MAR 2018

Stamp Office, City Court  
Karachi

23 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.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.

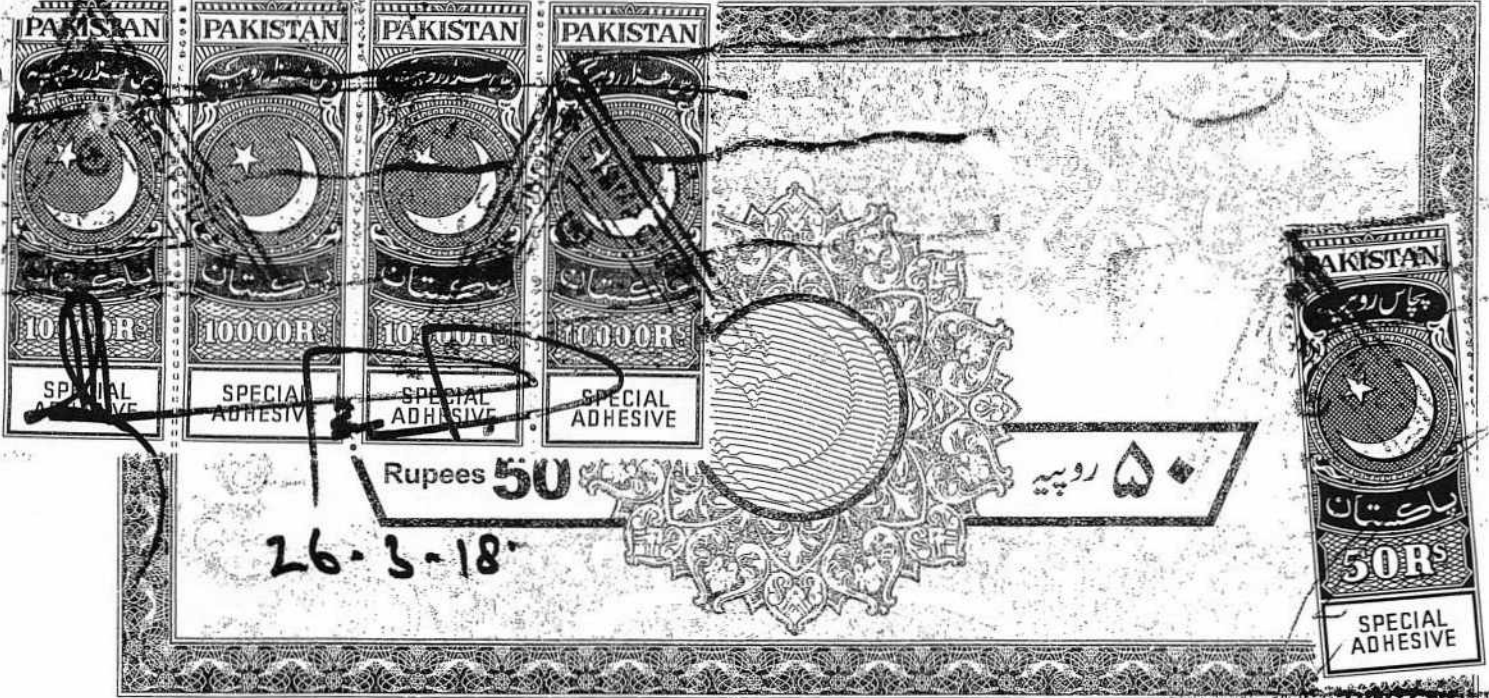
Without limiting the generality of the foregoing, M/s Forbes Forbes Campbell & Co (Pvt) Ltd, represents and warrants that it has fully declared the brokerage, commission, fees etc. paid or payable to anyone and not given or agreed to give and shall not give or agree to give to anyone within or outside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





GHULAM SADIQ STAMP VENDOR  
 Lic # 79, Shop # 113, New Ruby Centre  
 Talpur Road, Boulton S.No. 86764  
 Market Karachi Date  
 Issue to with Address MR  
 Through with Address MR  
 Purpose  
 Value Rs. Attached  
 Stamp Vendor's Signature  
 (NOT USE FOR FREE WILL & DIVORCE PURPOSE)  
 Vendor Not Responsible for Fake Documents

21 MAR 2018

POSTICE SUPERINTENDENT  
 Group Office, City Court  
 Karachi

18 MAR 2018

**CONTRACT AGREEMENT**

This contract agreement is made and entered into on 26<sup>th</sup> 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 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 8<sup>th</sup> 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 the 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.
- 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.
- 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 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 Wharf Road, Karachi~~, in respect on account of Plant & Machinery so rejected.



vii) 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.

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 AIGP/Logistic, CPO, 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.

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.

0. 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 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.

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.

(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 and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

iii) **Measures to be taken:-**



OFFICE OF THE DISTRICT JUDGE  
Star

26.3.18

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 within 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**

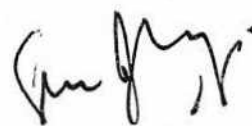
Each dispute arising out of this contract and submitted by a party to arbitration shall be submitted for arbitration to a committee of three (3) members. One member shall be designated by client, the second by contractor and a third by mutual agreement of the parties.

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

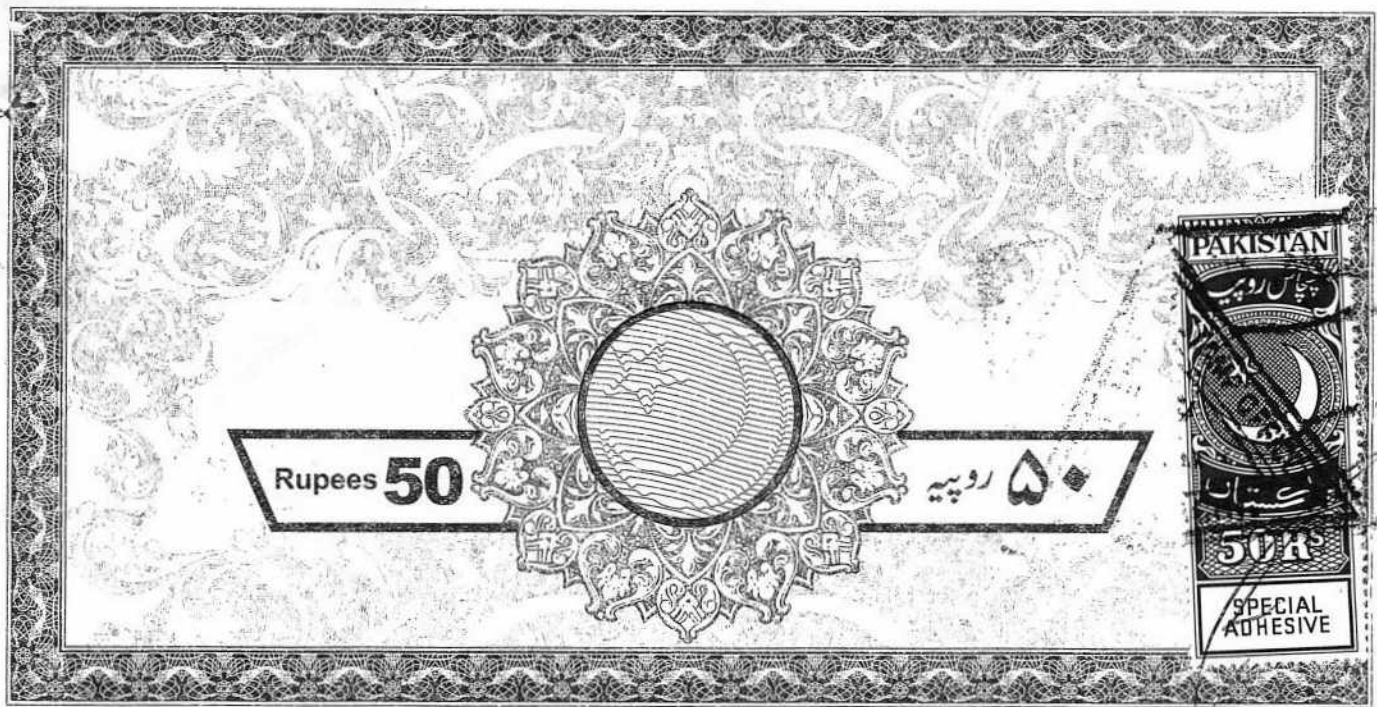


**On behalf of**  
M/s Forbes Forbes Campbell & Co. (Private) Ltd, 4th  
Floor, KDLB Building, 58 West Wharf Road, Karachi

**Witness:**







POSTAGE SUPERINTENDENT  
Billing Office, City Court  
Karachi

13 MAR 2018

GHULAM SADIQ STAMP VENDOR

Lic # 79, Shop # 113, New Ruby Centre,

Talpur Road, Boulton S.No.....

Market Karachi Date.....

Issue 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

21 MAR 2018

*Forbes Forbes Campbell & Co (Pvt) Ltd*

### 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

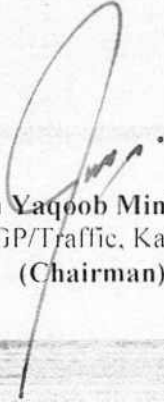
1. Name of Procuring Agency. Sindh Police
2. Tender Reference No. INF-KRY No. 4635/17
3. Tender Description/Name of work/Item. Walkie Talkie Set
4. Method of Procurement. Single Stage Two Envelope Procedure
5. Tender Published. SPPRA ID Sr # 35046 Dawn, Jang, Aman, and Halchal dated: 04-05-/11/2017.  
(Print & Electronic Media (SPPRA ID No. & News Papers names with dates))
6. Total Bid documents Sold. 06
7. Total Bids Received. 02
8. Technical Bid Opening date: (If applicable). 22-11-2017.
9. No. of Bid technically qualified (If applicable). 02
10. Bid(s) Rejected. 0
11. Financial Bid Opening date. 08-02-2018

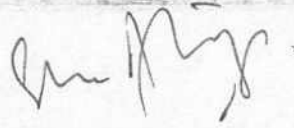
### **Bid Evaluation Report:**


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



(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	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		
05.	Carrying Case	3193		
06.	Programming Tool Kit	32		
07.	5% Spare Parts	FREE of Cost		
08.	Service Manuals	08		
09.	Two Weeks Training for 25 Staff	Free of Cost		
Total Cost in Pak Rupees				57,470,807
Fifty-Seven Million Four Hundred Seventy Thousand Eight Hundred Seven rupee only.				
(in words)				

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

BIDDER (Sign + Seal)

*(Handwritten signatures and initials)*



### 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	Marks	Brief Questionnaire						
1	Specifications	400	Compliance with required specifications (Annexure "D") and samples of quoted items.						
2	Financial Capabilities	200	<ul style="list-style-type: none"> <li>• Balance Sheet and documents to show net worth/financial stability to be provided                             <ul style="list-style-type: none"> <li>▪ Tangible net worth is Rs.10 million = 100 marks</li> <li>▪ Tangible net worth is Rs.5 to 9.999 million = 75 marks</li> <li>▪ Tangible net worth is Rs.3 to 4.999 million = 50 marks</li> <li>▪ Tangible net worth less than 3 million = "0" marks</li> </ul> </li> </ul> <p>Non submission of Balance sheet bids will be rejected.</p> <ul style="list-style-type: none"> <li>• Annual Turn Over for last 02 years                             <ul style="list-style-type: none"> <li>▪ Rs.50 Million or above = 100 marks</li> <li>▪ Rs.40 to 49.999 million = 75 marks</li> <li>▪ Rs.30 to 39.999 million = 50 marks</li> <li>▪ Less than Rs.30 million = "0" marks</li> </ul> </li> </ul> <p>Non submission of annual turnover bids will be rejected.</p>						
3	Relevant Experience	200	<ul style="list-style-type: none"> <li>• Bidder should provide Work Orders relating to work/supply mentioned in the Tender Notice.</li> </ul> <table border="1" style="width: 100%;"> <tr> <td>More than three Work Orders</td> <td>Marks 200</td> </tr> <tr> <td>Three Work Orders</td> <td>Marks 150</td> </tr> <tr> <td>Less than three Work Orders</td> <td>Each year obtain 50-Marks</td> </tr> </table>	More than three Work Orders	Marks 200	Three Work Orders	Marks 150	Less than three Work Orders	Each year obtain 50-Marks
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.

## Walkie Talkie Set

<b>S.No.</b>	<b>Name of Firms</b>
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 PER CONTRACT) 55 Days
- 10) TENDER OPENED ON (DATE & TIME) 22-11-2017 at 1430 Hours
- 11) NUMBER OF TENDER DOCUMENTS SOLD 08  
(Attach list of buyers)
- 12) NUMBER OF BIDS RECEIVED 05
- 13) NUMBER OF BIDDERS PRESENT AT THE TIME OF OPENING OF BIDS 05
- 14) BID EVALUATION REPORT Enclosed  
(Enclose a copy)
- 15) NAME AND ADDRESS OF THE SUCCESSFUL BIDDER M/s Kontinental Establishment H.Mohani Rd Kyc
- 16) CONTRACT AWARD PRICE Rs.1,590,000/-
- 17) RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT  
(i.e. 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup> EVALUATION BID). 1st
- 18) METHOD OF PROCUREMENT USED : - (Tick one)
- a) SINGLE STAGE – ONE ENVELOPE PROCEDURE \_\_\_\_\_  Domestic/ Local
- b) SINGLE STAGE – TWO ENVELOPE PROCEDURE \_\_\_\_\_
- c) TWO STAGE BIDDING PROCEDURE \_\_\_\_\_
- d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE \_\_\_\_\_

PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS ADOPTED i.e. EMERGENCY, DIRECT CONTRACTING ETC. WITH BRIEF REASONS:

19) APPROVING AUTHORITY FOR AWARD OF CONTRACT \_\_\_\_\_

20) WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

21) ADVERTISEMENT :

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	

22) NATURE OF CONTRACT

Domestic/ Local	<input checked="" type="checkbox"/>	Int.	<input type="checkbox"/>
--------------------	-------------------------------------	------	--------------------------

23) WHETHER QUALIFICATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

24) WHETHER BID EVALUATION CRITERIA  
WAS INCLUDED IN BIDDING / TENDER DOCUMENTS?  
(If yes, enclose a copy)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

25) WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED FOR USING A  
METHOD OTHER THAN OPEN COMPETITIVE BIDDING?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

26) WAS BID SECURITY OBTAINED FROM ALL THE BIDDERS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

27) WHETHER THE SUCCESSFUL BID WAS LOWEST EVALUATED  
BID / BEST EVALUATED BID (in case of Consultancies)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

28) WHETHER THE SUCCESSFUL BIDDER WAS TECHNICALLY  
COMPLIANT?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

29) WHETHER NAMES OF THE BIDDERS AND THEIR QUOTED PRICES WERE READ OUT AT  
THE TIME OF OPENING OF BIDS?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

30) WHETHER EVALUATION REPORT GIVEN TO BIDDERS BEFORE THE AWARD OF  
CONTRACT?

(Attach copy of the bid evaluation report)

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

31) ANY COMPLAINTS RECEIVED  
(If yes, result thereof)

Yes	
No	√

32) ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE / DOCUMENTS  
(If yes, give details)

Yes	
No	√

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	√

35) WAS IT ASSURED BY THE PROCURING AGENCY THAT THE SELECTED FIRM IS NOT  
BLACK LISTED?

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
-----	-------------------------------------	----	--------------------------

36) WAS A VISIT MADE BY ANY OFFICER/OFFICIAL OF THE PROCURING AGENCY TO THE  
SUPPLIER'S PREMISES IN CONNECTION WITH THE PROCUREMENT? IF SO, DETAILS TO  
BE ASCERTAINED REGARDING FINANCING OF VISIT, IF ABROAD:  
(If yes, enclose a copy)

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
-----	--------------------------	----	-------------------------------------

37) WERE PROPER SAFEGUARDS PROVIDED ON MOBILIZATION ADVANCE PAYMENT IN  
THE CONTRACT (BANK GUARANTEE ETC.)?

Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>
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38) SPECIAL CONDITIONS, IF ANY  
(If yes, give Brief Description)

Yes	
No	√

Signature & Official Stamp of  
Authorized Officer

Assistant Inspector General of Police  
(Logistic) CPO Sindh,  
Karachi.

**FOR OFFICE USE ONLY**

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



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:-

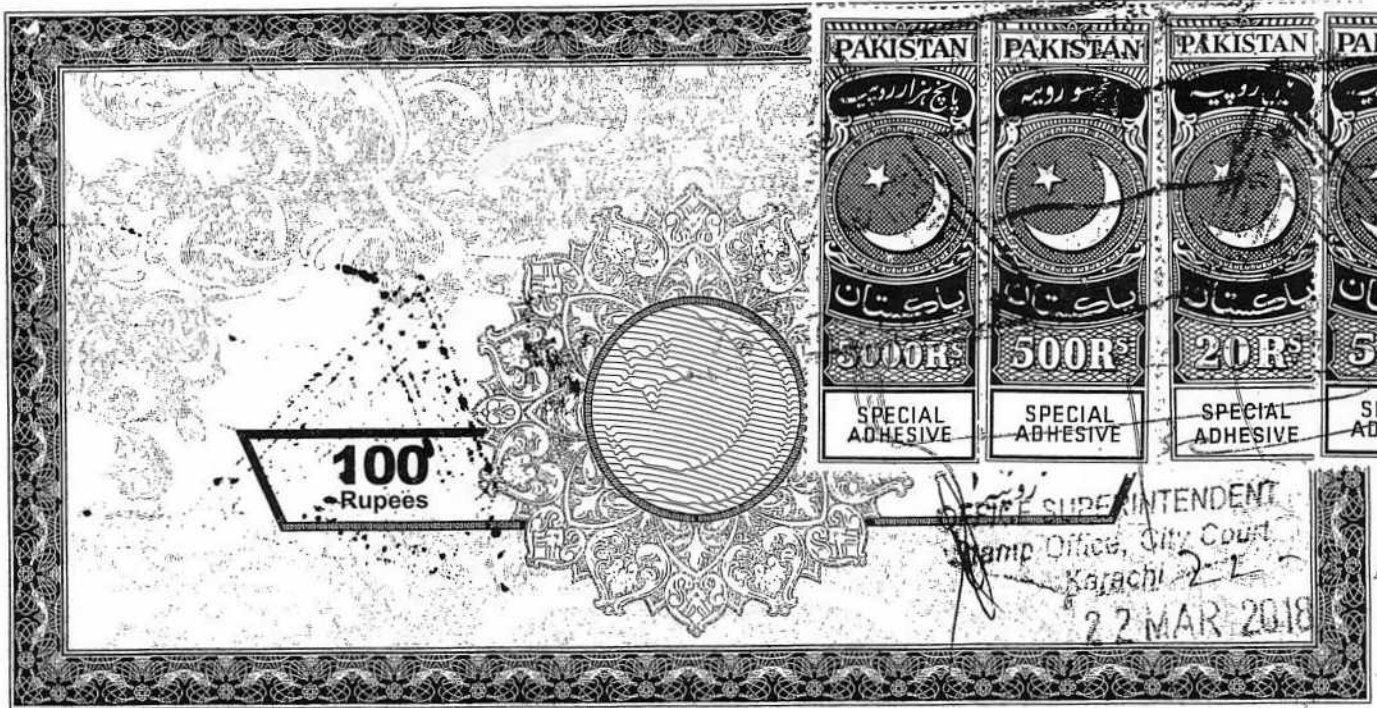
3/- The following conditions will also be observed strictly:-

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.





STAMP OFFICE CITY COURT, KARACHI.

Issued to Kontinental E.S.T  
CNIC No. 42101-3005096.7

Vida D.S.R. No. 21 Dt. 20.9.17

On behalf of client No. 230 Dt. 20.9.17

for the purpose of Agg

Entry No. 21 Dt. 20.9.17

(RUPEES ONE HUNDRED ONLY)

*Ex. Officer*

### CONTRACT AGREEMENT

1. This contract agreement is made and entered into on 22<sup>nd</sup> 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 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.

2. 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 8<sup>th</sup> 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, Nishtar Road, Garden, Karachi, between 0900 hours to 1600 hours on working days only.
- iii) That every article shall be made and finished in all respects to entire satisfaction of Departmental Inspection Committee which shall be at liberty to reject any 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.

- vii) **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, 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



- (b) A party affected by an event of Force Majeure shall notify the other party 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.

**10. Arbitration:-**

**i) Right to Arbitration**

Any disputes between the parties as to matter arising pursuant to this contract which cannot be settled amicably within 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**

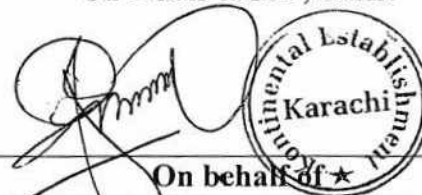
- (a) The arbitration proceedings shall be conducted in accordance with the provision of Pakistan Arbitration Act (Act of 1940) as in force on the date of this contract.
- (b) The decision by the committee shall be made on the majority vote basis and this decision shall be binding on both the parties.

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



On behalf of ★

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

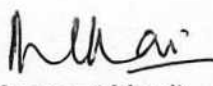
**Witness:**

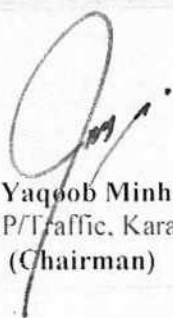
## BID EVALUATION REPORT

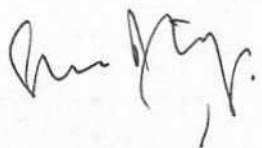
1. Name of Procuring Agency. Sindh Police
2. Tender Reference No. INF-KRY No. 4635/17
3. Tender Description/Name of work/Item. Paper Shredder Machine
4. Method of Procurement. Single Stage Two Envelope Procedure
5. Tender Published. SPPRA ID Sr # 35046 Dawn, Jang, Aman, and Halchal dated: 04-05-/11/2017.  
*(Print & Electronic Media (SPPRA ID No. & News Papers names with dates)*
6. Total Bid documents Sold. 08
7. Total Bids Received. 05
8. Technical Bid Opening date: (If applicable). 22-11-2017.
9. No. of Bid technically qualified (If applicable). 03
10. Bid(s) Rejected. 02
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	Comparison with Estimated cost	Reasons for acceptance/ rejection	Remarks
0	1	2	3	4	5	6
1	M/s Kontinantal Establishment	Rs.1,590,000/-	1 <sup>st</sup>	Higher than estimated cost	<b>Accepted</b> (Because of lowest rate)	
2	M/s Gemco	Rs.2,076,200/-	2 <sup>nd</sup>	Higher than estimated cost	<b>Rejected</b> (Because of Higher rate)	
3	M/s Global Tech	Rs.2,150,000	3 <sup>rd</sup>	Higher than estimated cost	<b>Rejected</b> (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 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 Manman Khan)  
Examiner of Store

  
(Suhail Anjum Jafri)  
SO(Budget)

**Financial Proposal Form**

Bidder's Profile	
Name	Kontinental Establishment
Official Address	112, Asif Road, Europa Centre, Hasrat Mohani Road, Karachi
Telephone(s) No.	021-32634308
Official Fax No.	021-32627306
GST Registration No.	17-50-9999-032-73
Income Tax Reg. No.	2636487-5
No. of years in business	12

Sr.No.	Quoted ItemName	Quantity	Unit Cost (Rs) with all Govt: Taxes	Total Cost (Rs) inclusive all taxes
01	PAPER SHREDDER. AURORA AS1230CD.	100.	15,900/-	<del>1,590,000/-</del> 1,590,000/-



*Signature*  
*Signature*  
*Signature*

Rs. 1,590,000/-

**Total Cost in Pak Rupees**  
 (in words. One million five hundred Ninety thousand 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 AIG Logistics, Central Police Office, Sindh, Karachi.

*Signature*  
 BIDDER (Sign + Seal)

*Signature* *Signature* *Signature*



### 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	Marks	Brief Questionnaire						
1	Specifications	400	Compliance with required specifications (Annexure "D") and samples of quoted items.						
2	Financial Capabilities	200	<ul style="list-style-type: none"> <li>• Balance Sheet and documents to show net worth/financial stability to be provided                             <ul style="list-style-type: none"> <li>▪ Tangible net worth is Rs.10 million = 100 marks</li> <li>▪ Tangible net worth is Rs.5 to 9.999 million = 75 marks</li> <li>▪ Tangible net worth is Rs.3 to 4.999 million = 50 marks</li> <li>▪ Tangible net worth less than 3 million = "0" marks</li> </ul> </li> </ul> <p>Non submission of Balance sheet bids will be rejected.</p> <ul style="list-style-type: none"> <li>• Annual Turn Over for last 02 years                             <ul style="list-style-type: none"> <li>▪ Rs.50 Million or above = 100 marks</li> <li>▪ Rs.40 to 49.999 million = 75 marks</li> <li>▪ Rs.30 to 39.999 million = 50 marks</li> <li>▪ Less than Rs.30 million = "0" marks</li> </ul> </li> </ul> <p>Non submission of annual turnover bids will be rejected.</p>						
3	Relevant Experience	200	<ul style="list-style-type: none"> <li>• Bidder should provide Work Orders relating to work/supply mentioned in the Tender Notice.</li> </ul> <table border="1" style="width: 100%;"> <tr> <td>More than three Work Orders</td> <td>Marks 200</td> </tr> <tr> <td>Three Work Orders</td> <td>Marks 150</td> </tr> <tr> <td>Less than three Work Orders</td> <td>Each year obtain 50-Marks</td> </tr> </table>	More than three Work Orders	Marks 200	Three Work Orders	Marks 150	Less than three Work Orders	Each year obtain 50-Marks
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.





## 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