BIDDING DOCUMENTS

FOR

THE PROCUREMENT OF TRANSPORT FOR SINDH POLICE

(FORK LIFTER 5 TONS CAPACITY)

Note: ***The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms and specifications. Failure to furnish all information required by the Bidding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.***

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INVITATION TO BID

INVITATION FOR BIDS

Date: _____

Bid Reference No.: _____

1. Sindh Police (SP) invites sealed bids from interested firms or persons possessing National Tax Number (NTN), Sales Tax Registration Number (STRN), for the provision of SP's Vehicles.

2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on submission of a written application to the office given below and upon payment of a non-refundable fee of PKR 2000 (*Two Thousand only).* Bidders may acquire the Bidding Documents from the Office of the Procuring Agency, **Office of Assistant Inspector General of Police, Motor Transport Sindh, PHQ Garden** Karachi.

3. All bids must be accompanied by a Bid Security in the form of (*pay order / demand draft / bank guarantee*) in favor of **INSPECTOR GENERAL OF POLICE, SINDH** equivalent to 2% of the total bid price and must be delivered to Sindh Police office at **OFFICE OF ASSISTANT INSPECTOR GENERAL OF POLICE, Motor Transport Sindh, PHQ Garden KARACHI**, at or before **24th February 2017 at 1430 hrs.** Bids will be opened at 1500 hours on the same day in the presence of bidders 'representatives who choose to attend, at the same address.

4. The bidders are requested to give their best and final prices as no negotiations are expected.

SECTION I – PART ONE

INSTRUCTION TO BIDDERS

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INSTRUCTION TO BIDDERS

A. INTRODUCTION

1	**Source of funds**	1.1	Sindh Police (SP) has received funds from provincial government in Pak rupee towards the cost of the subject procurement in the bidding data and it is intended that part of the proceeds of this funds will be applied to eligible payments under the contract for which these bidding documents are issued.
		1.2	No party other than the Procuring Agency shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds.
2	**Eligible Bidders**	2.1	This Invitation for Bids is open to all providers from eligible source as defined in the SPP Rules, 2010 and its Bidding Documents except as provided hereinafter.
		2.2	Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring agency to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of services under this Invitation for Bids.
		2.3	Government-owned enterprises in the Province of Sindh may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government of Sindh.
		2.4	Bidders shall not be eligible to bid if they are under a declaration of ineligibility for corrupt and fraudulent practices issued by the any government organization in accordance with sub clause 28.1.
3	**Eligible Source of goods**	3.1	All goods to be supplied under the contract shall hae their origin in eligible source of countries defined in SPP Rules 2010 and its bidding documents and all expenditure made under the contract will be limited to such goods.
4	**Cost of Bidding**	4.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring agency named in the Bidding document, hereinafter referred to as “the Procuring agency,” will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

5 Bidding Documents

5.1 The bidding documents include:

(a) Instructions to Bidders (ITB)
(b) Schedule of Requirements
(c) Technical Specifications
(d) Bid Form and Price Schedules
(e) Bid Security Form
(f) Contract Form
(g) Performance Security Form

5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6 Clarification of Bidding Documents

6.1 Any interested Bidder requiring any clarification of the bidding documents may notify the Procuring agency in writing. The Procuring agency will respond in writing to any request for clarification of the bidding documents which it receives no later than five working days prior to the deadline for the submission of bids prescribed in the bidding document. Written copies of the Procuring agency's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all interested bidders that have received the bidding documents.

7 Amendments of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Procuring agency, for any reason, whether at its own initiative or in response to a clarification requested by an interested Bidder, may modify the bidding documents by amendment in accordance with the SPP Rules 2010 (Amended 2013).

7.2 All interested bidders that have received the bidding documents will be notified of the amendment in writing, and will be binding on them.

7.3 In order to allow interested bidders reasonable time in which to take the amendment into account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

8 Language of Bid

8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring agency shall be written in the language specified in the Bidding document.

Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the bidding document, in which case, for purposes of interpretation of the Bid, the translation shall govern.

9 Documents Comprising the Bid

9.1 The bid prepared by the Bidder shall comprise the following components:

(a) Bid shall comprise a sealed envelope

(b) Bid shall comprise Bid form, Bid Security, Eligibility proof documents mentioned in the advertisement published in the newspaper(s) and technical specification of the required services and price in accordance with ITB Clauses 10, 11 and 12

(c) The Bid security as earnest money of 2% of the bid price shall be the part of the Bid. Bids submitted without bid security or less than the 2% of the Bid price shall be rejected.

(d) Documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

(e) Documentary evidence established in accordance with ITB Clause 14 that the services and ancillary services to be supplied by the Bidder are eligible and conform to the bidding documents; and bid security furnished in accordance with ITB Clause 15.

10 Bid Forms

10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the Services to be provided and prices.

11 Bid Prices

11.1 The Bidder shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the services as it proposes to provide under the contract.

11.2 Prices indicated on the Price Schedule shall be inclusive of all the taxes and duties.

11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating the comparison of bids by the Procuring agency and will not in any way limit the Procuring agency's right to contract on any of the terms offered.

11.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and not subject to variation on any account, unless otherwise specified in the Bidding document. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected,

pursuant to ITB. If, however, in accordance with the Bidding document, prices quoted by the Bidder shall be subject to adjustment during the performance of the contract, a bid submitted with a fixed price quotation will not be rejected, but the price adjustment would be treated as zero.

12 Bid Currencies

12.1 Prices shall be quoted in Pak Rupees unless Otherwise specified in the Bidding document.

13 Documents Establishing Bidder's Eligibility and Qualifications

13.1 Pursuant to ITB Clause 9, the Bidder Should Furnish, as part of its Bidder's Eligibility and bid, documents establishing the Bidder's eligibility to bid and its Qualification to perform the contract if its bid is accepted.

13.2 The documentary evidence of the Bidder's eligibility to bid shall establish to the Procuring agency's satisfaction that the Bidder, at the time of submission of its bid, is from an eligible country as defined under ITB Clause 3.

13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring agency's satisfaction:

(a) That, in the case of a Bidder offering to provide goods under the contract which the Bidder did not provide or otherwise provide, the Bidder has been duly authorized by the goods Manufacturer or producer to supply the goods in the Procuring agency's country;

(b) That the Bidder has the financial and technical, capability necessary to perform the contract;

(c) That, in the case of a Bidder not doing business within the Procuring agency's country, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the goods provider's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and that the Bidder meets the qualification criteria listed in the Bidding document.

14 Format and Signing of Bid

14.1 The Bidder shall prepare an original and the number of copies of the bid indicated in the Bidding document, clearly marking each "ORIGINAL BID" and "COPY OF BID," as appropriate. In the event of any discrepancy between them, the original shall govern.

14.2 The original and the copy or copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person's duly authorized to bind the Bidder to the contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

15 Bid Security

15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security in the amount specified in the Bid Data Sheet.

15.2 The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture.

15.3 The bid security shall be in Pak. Rupees and shall be in the following form:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the Procuring agency's country, in the form provided in the bidding documents or another form acceptable to the Procuring agency and valid for twenty eight (28) days beyond the validity of the bid.

15.4 Any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring agency as nonresponsive, pursuant to ITB Clause 24.

15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible.

15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 25, and furnishing the performance security, pursuant to ITB Clause 27.

D. SUBMISSION OF BIDS

16 Sealing and Marking of Bids

16.1 The Bidder shall seal the original and Each copy of Bids in separate sealed envelopes, duly marking the envelopes as "Technical Proposal" One Original and one copy and "Financial Proposal" One Original and one copy would be required. The envelopes shall then be sealed in an Outer envelope.

16.2 The inner and outer envelopes shall:

a. be addressed to the Procuring agency at the address given in the Bidding document; and

b. bear the Project name indicated in the Bidding document, the Invitation for Bids (IFB) title and number indicated in the Bidding document, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and the date specified in the Bidding document, pursuant to ITB Clause 2.2.

16.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late". If the outer envelope is not sealed and

marked as required by ITB Clause 18.2, the Procuring agency will assume no responsibility for the bid's misplacement or premature opening.

17 Deadline for Submission of Bid

17.1 Bids must be received by the Procuring Agency at the address specified under ITB no later than the time and date Specified in the Bidding document.

17.2 The Procuring agency may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

18 Late Bids

18.1 Any bid received by the Procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB will be rejected and returned unopened to the Bidder.

E. EVALUATION OF BIDS

19 Opening of Bids by the Procuring Agency

19.1 The Procuring agency will open bids in the presence of bidders' representatives who choose to attend, at the time, on the date, and at the place specified in the Bid Data Sheet. The bidders' representatives who are present shall sign a register evidencing their attendance.

19.2 The bidders' names, bid modifications or withdrawals, and such other details as the Procuring agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 18.

19.3 Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

19.4 The Procuring Agency will prepare minutes of the meeting

20 Preliminary Examinations

20.1 The Procuring agency will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

20.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and

quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

20.3 The Procuring agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

20.4 If a bid is not substantially responsive, it will be rejected by the Procuring agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

21 Evaluation & Comparison of Bids

21.1 The Procuring agency will technically evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 20.

21.2 After technical evaluation, the financial evaluation shall take place of only those bidders whose bids are responsive and who are technically qualified.

21.3 The Procuring agency's evaluation of a bid will be on price inclusive of all the taxes and duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.

22 Contacting the Procuring Agency

22.1 No Bidder shall contact the Procuring agency on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Procuring agency, it should do so in writing.

22.2 Any effort by a Bidder to influence the Procuring agency in its decisions on bid evaluation, bid comparison, or contract award may result in the rejection of the Bidder's bid.

F. AWARD OF CONTRACT

23 Draft Agreement

23.1 The Draft contract agreement along with the terms and condition is available in the BID document. However, the final contract agreement shall be finalized with the mutual consent of the both parties.

24 Procuring agency's right to accept any bid and to reject any or all bids

24.1 The Procuring agency reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to the affected Bidder or bidders or any

obligation to inform the affected Bidder or bidders of the grounds for the Procuring agency's action.

25 Notification of Award

25.1 Prior to the expiration of the period of bid validity, the procuring agency will notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter, that its bid has been accepted.

25.2 The notification of award will constitute the formation of the contract.

25.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 27, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.

26 Signing of Contract

26.1 At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the procuring agency will send the Bidder the Contract Form, incorporating all agreements between the parties.

26.2 Within thirty (30) days of receipt of the Contract Form, the successful bidder shall sign and date the contract and return it to the Procuring Agency.

27 Performance Security

27.1 Within twenty (20) days of the receipt of notification of award from the Procuring agency, the successful Bidder shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the bidding documents, or in another form acceptable to the Procuring agency.

27.2 Failure of the successful Bidder to comply with the requirement of ITB shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring agency may make the award to the next.

28 Corrupt or Fraudulent Practices

28.1 The Government of Sindh requires that Procuring agency's (including beneficiaries of donor agencies' loans), as well as Bidders/Suppliers/ Contractors under Government-financed contracts, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, SPPRA, in accordance with the SPP Act, 2009 and Rules made thereunder:

a. defines, for the purposes of this provision, the terms set forth below as follows:

i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring agency, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Procuring agency of the benefits of free and open competition;

b. will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

c. will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a Government-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Government-financed contract.

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GENERAL CONDITIONS OF THE CONTRACT

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GENERAL CONDITIONS OF THE CONTRACT

1	**Definitions**	1.1	In this Contract, the following terms shall be interpreted as indicated: a. **Purchaser"** means the Sindh Police Department, Government of the Sindh, Karachi – Pakistan. b. **"Contractor"** means the individual or firm whose bid has been accepted by the Purchaser and the legal successors, in title to the Contractor. c. **"Contract"** means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein. d. **"Commencement Date of the Contract"** means the date of signing of the Contract between the Purchaser and the Contractor. e. **"Contractor Price"** means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations. f. **"Contractor Value"** means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract, which is properly apportion able to the Software or Services in question. g. **"Works"** means all items to be provided and work to be done by the Contractor under the Contract. h. **"RO"** means Responding Organization/ Bidder Firm.
2	**Bid Bond**	2.1	A bid bond, and bid security in the shape of a Pay Order / Bank Draft in favor of **INSPECTOR GENERAL OF POLICE, SINDH** equivalent to 2% of the total cost of bid should be submitted along with the tender.
3	**Validity of Proposal**	3.1	All proposal and price shall remain valid for **90 DAYS** after submission of proposal. However, the responding organization is encouraged to state a longer period of validity for the proposal.
4	**Currency**	4.1	All currency in the proposal shall be quoted in Pakistan Rupees (PKR).
5	**Withholding tax, sales tax and other taxes**	5.1	The responding organization/bidder is hereby informed that the Government shall deduct tax at the rate prescribed under the tax laws of Pakistan, from all payments for services rendered by any responding organization who signs a contract with the Police

department. The responding organization will be responsible for all taxes on transaction and/or income, which may be levied by government. If responding organization is exempted from any specific taxes, then it will provide the relevant documents with the proposal.

6	**Stamp Duty**	6.1	The Applicable Stamp duty according to Government Rules shall be borne by responding organization/bidder at the time of signing of contract.
7	**OEM Relationships & Warranties**	7.1	Vehicle provided should have warrantees for one year time or up to 50,000 km (whichever, comes first).
		7.2	The responding organization (RO) to be authorized Partner / reseller, of the original manufacturer**.**
8	**Supply Capabilities**	8.1	Responsive Organization should clearly indicate the duration of supply / maintenance of vehicles under warranty specified as under.

Sr. No.	Item	Action Item	Response time
1		Completion of supply	
		Repair / replacement of parts	
		Response time	

9	**Compliance to Quality Service**	9.1	The Responding Organization (RO) to provide information as required in the BID Document. RO shall submit complete details of the proposed vehicle information, and other item in their technical proposals.
10	**Financial Capabilities**	10.1	The RO(s) shall describe the financial position of its organization. Income Statement or Annual Turnover should be included in the detailed Technical proposal.
11	**Liquidated Damages**	A	Liquidated damages of **0.025% per day up to 10% of the contract price will be deducted for delayed Services.** The purchaser also reserves the rights to cancel the contract, forfeit the performance security and black list the firm.

12	**Delivery Time**	12.1	The RO should clearly specify the timelines/ phasing for the supply of vehicles. **Mode of payment:** Partial Payments will be allowed as per the number of vehicles after inspection by the purchaser. However, final mode shall be decided at the time of contract with the mutual consent. Execution the items of the Bid will be at, **at the respective districts decided by the purchaser throughout Sindh Province.**
13	**Earnest Money**	13.1	The earnest money is refundable after finalization of the bid, in case of return of financial bids unopened to non-responsive bidders, on request after opening of financial bids or when award / placement of purchase order is finalized. The bidders will, however, have to apply for refund through a written request on their company/firm letterhead addressed to AIGP/MT Sindh.
14	**Bank Security**	14.1	The successful bidder will have to deposit **10% bank Guarantee/security** of the amount of contract, in the form of pay order, bank guarantee or any other financial instrument recognized by Government of Pakistan, to the satisfaction of IGP Sindh. The same will be returned on due completion of the contract and warranty period.
15	**Evaluation Criteria**	15.1	To conform, the approved specifications, the evaluation criteria of bids will be based on the technical expert opinion, observation of evaluation committee and terms & condition set-forth in the bidding documents, tender notice and bid form or as deemed appropriate by the Purchase Committee.
16	**Conditional Tenders**	16.1	Conditional tenders/bids will not be acceptable.
17	**Authority Letter**	17.1	Authority letter from Principal Company for product and vender authentication shall be provided with the bid.
18	**Scope of Work**	18.1	Police department reserves the rights to increase or decrease the scope of work/number of units/items without assigning any reason.

SECTION II

BID DATA SHEET

BID DATA SHEET

Sr.#	Description	Details
01	Procuring Agency	Sindh Police (SP)
02	Mode of Tendering	Open Competitive Bidding
03	Website	www.sindhpolice.com.pk and www.pprasindh.gov.pk
04	Tender Subject	Supply of vehicles for Sindh Police
05	Method of Procurement	Single stage two envelope method of procurement would be followed as per the details mentioned in SPP Rules 2010 for the said method
06	Source of Funds	Government of Sindh
07	Address	Office of assistant inspector general of police, Motor Transport Sindh, Central police office, Karachi.
08	Language	English
	BID CURRENCY & PRICE	
09	Taxes	The quoted price shall be inclusive of all taxes and incidental services
10	Price	The quoted price shall be fixed
	PREPARATION & SUBMISSION OF BIDS	
11	Bid Security/ earnest money	**2%** of the Bid Price
12	Bid Validity	**90** Days from the date of opening of bids
13	Method of Submission	Two original envelopes marked Technical Proposal and Financial Proposals respectively and one copy of both (Technical and Financial) proposals.
14	Address for Submission	Office of the AIGP M.T Sindh, PHQ Garden Karachi
15	Last Date for Collection of Bidding Documents	**27th February 2017 at 1400 hrs.**
16	Last Date for Submission of Tender Documents	**27th February 2017 at 1430 hrs.**
17	Address, date & Time for Opening of the bid.	Ground floor Conference Room, Central Police Office I.I. Chundrigar Road Karachi on **27th Feb 2017 at 1500 hrs.**
	BID EVALUATION	
18	Evaluation Criteria	Single stage two envelope methods described in SPP rules 2010 shall be the evaluation method for the subject procurement. The following steps shall be followed for the evaluation of the Bids Stage 1. The bidder qualifying in the mandatory qualifying requirements will be eligible for the next stage of evaluation i-e Technical Compliance evaluation. Stage 2.

		The bidder qualifying in the Technical Compliance will be eligible for the final evaluation. Important: Disqualification in any stage will be disqualification in entire evaluation process
19	Mandatory qualifying Requirements	Failing to qualify/submission any mandatory requirement will be disqualification in entire evaluation 01 — Registration of National Tax Number (NTN) of the Company with Federal Board of Revenue (FBR) 02 — Registration of General Sales Tax (GST) 03 — Affidavit that firm is not blacklisted and involved in any active litigation in Pakistan Valid Certificate from concerned regulator / authority required
20	Technical Compliance	

S.#	Description	Yes	No
1	**General**		
1.1	Brand new		
1.2	Unregistered		
1.3	Latest Model		
1.4	Complete in all aspects		
2	**Engine**		
2.1	Four (4) stroke diesel		
2.2	Capacity 5000cc upto 6000cc		
3	**Load Capacity**		
3.1	5 ton		
4	**Transmission**		
4.1	Manual 2/2		
5	**Brake System**		
5.1	Power assist		
6	**Equipment**		
6.1	Power Steering		
6.2	Lift height 3 to 5 meter		
6.3	Fork length 6 to 8 feet		
6.4	Standard tools & accessories		
6.5	Bar light with PA System & speaker (100 watts)		
6.6	Police logo & branding		

21	Other compliance	1	Undertaking to provide comprehensive warranty & after sales support & maintenance of all vehicles for for initial one year or up to 50,000 km	
		2	Provide list of support teams & service centers	
22	Evaluation Factors	The factors for successful evaluations are: 1. Eligibility Criteria provided in the bidding documents. 2. Technical qualifications 3. Lowest Evaluated cost		

CONTRACT OF AWARD		
23	Modification in Scope of Work	Sindh Police reserves the rights to increase / decrease the scope of work / number of units/items without assigning any reason

SECTION III

SPECIAL CONDITIONS OF THE CONTRACT

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SPECIAL CONDITIONS OF THE CONTRACT

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the GCC is indicated in parentheses.

01	**Definitions**	The Procuring Agency is: Sindh Police
02	**Country of Origin**	Pakistan
03	**Performance Security**	The contractor will provide the respective Performance Security in the sum equivalent to 10% of the Bid Price at the beginning of the work
04	**Payment**	The Payment terms and conditions should clearly be mentioned in the financial proposal at the time of submission with the bid. The terms and conditions will be finalized as per mutual agreement / consent at the time of signing of contract.
05	**Prices**	Price quoted by the bidder shall be fixed during the Bidder's Performance and not subject to variation on any account, unless otherwise specified in the bidding document
06	**Liquidated Damages**	Liquidity Damages of 0.025% per day up to 10% of the Contract Price will be deducted for Delayed Service
07	**Resolution of Dispute**	In case of a dispute between Procuring Agency and the Supplier, the dispute shall be referred to adjudication or arbitration in accordance with the laws.
08	**Governing Language**	The Governing Language Shall be English
09	**Notices**	All notices shall be address at: OFFICE OF ASSISTANT INSPECTOR GENERAL OF POLICE, MOTOR TRANSPORT SINDH PHQ GARDEN KARACHI

SECTION IV

SCOPE OF WORK

SCOPE OF WORK

SPECIFICATION

Fork Lifter (5 Ton Capacity)

1	**GENERAL**	Brand new
		Unregistered
		Latest model
		Complete in all respects
2	**ENGINE**	Four (4) Stroke diesel
		Capacity 5000cc to 6000cc
3	**LOAD CAPACITY**	5 ton
3	**TRANSMISSION**	Manual 2/2
4	**BRAKE SYSTEM**	Power assist
5	**EQUIPMENT**	Power steering
		Lift height 3 to 5 meter
		Fork length 6 to 8 feet
		Standard tool & other accessories
		Bar light with PA System & speaker (100 watts)
		Police logo & branding

SECTION V

EVALUATION CRITERIA

EVALUATION CRITERIA - FORK LIFTER

	Evaluation criteria	Documentary evidence attached	Points
SECTION 1 – Company Profile			
1.1	Transport Manufacturing /Assembling. Company Experience from Date of Operations		Max Points = 50 Less than 4 Years = 0 Above 4 upto 5 = 30 Above 5 upto 7 = 40 Marks Above 7 upto 9 = 45 Marks More Than 9 = 50 Marks
1.2	Average annual turnover of the Company for the last 3 Years	a) Annual Audit Report b) Registration Evidence	Max Points = 50 Less than Rs.100 Million = 0 Above Rs.100 upto 150 Million = 40 Above Rs.150 upto 175 Million = 45 Above Rs.175 Million = 50
SECTION – 2 – Relevant Experience			
2.1	Satisfactory performance of previous contracts during last 5 years	Work orders of supply of minimum five (05) vehicles per contract along with satisfactory performance certificate	Less than 3 work orders = 0 upto 3 work orders = 40 upto 5 work orders = 45 6 and above = 50

Note:

1. All bids shall be evaluated in accordance with the evaluation criteria and other terms and conditions set forth in the bidding documents
2. Bidders shall be required to obtain aggregate 80**% Marks in evaluation criteria** in addition to the mandatory clauses mentioned in the bidding document to qualify for the evaluation of Financial Bids.

SECTION VI

SAMPLE FORMS

BID FORM

***BID FORM* for**_____

To:

Inspector General of Police,

Sindh Karachi.

Sir,

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

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

If our bid is accepted, we will provide the performance security in the sum equivalent to 10% of the Contract Price i.e., Rs.……..…..…. for the due performance of the contract as per bid Security Form.

Dated this _____ day of _____ 201___

WITNESS

_____
BIDDER (Sign + Seal)

Signature: ----------

Name:----------

Title:----------

Address:----------

CNIC #:----------

Signature: ----------

Name:----------

Title:----------

Address:----------

CNIC #:----------

TECHNICAL PROPOSAL FORM

Bidder's Profile	
Name	
Official Address	
Telephone(s) No.	
Official Fax No.	
GST Registration No.	
Income Tax Reg. No.	

Sr. No.	Quoted Hardware/Software /Equipment/items/services	Supply Duration (in weeks/Months)
1		

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

BIDDER (Sign + Seal)

(Form is compulsory and must be carefully filled in original with technical proposal)

FINANCIAL PROPOSAL FORM

Bidder's Profile	
Name	
Official Address	
Telephone(s) No.	
Official Fax No.	
GST Registration No.	
Income Tax Reg. No.	
No. of years in business	

Sr. No.	Hardware/Software /Equipment/items/services	Quantity	Unit Cost (Rs)	Total Cost (Rs)
Total Cost in Pak Rupees (in words._____)				

Note: Earnest money will be equivalent to 2% of the total bid cost. Only Pay Order/Bank Draft for earnest money will be acceptable in favor of Inspector General of Police, Sindh, Karachi.

_____
BIDDER (Sign + Seal)

(Form is compulsory and must be carefully filled in original with financial proposal)

GENERAL INFORMATION REQUIRED

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

1	Name of Bidder		
2	No. of Years in business in Pakistan		
3	No. of Offices locations in Pakistan		
4	Annual Turnover (Million Rs.)		
5	Value of projects in hand (details may be given)		
6	Year of Incorporation (Start of Operation)		
7	Status of the Bidder		
		Sole Proprietor	
		Partnership	
		Private Limited	
		Public Limited	
		Entity registered/incorporated outside Pakistan (if yes, give detail)	
		Other (please specify)	
8	Names of Owner / Partners / Chief Executive / Directors		
9	Details of Registered Head Office (address, phone, fax, email & website information)		

BID SECURITY FORM

WHEREAS _____ (hereinafter called **"the Bidder"** has submitted its bid dated _____ for the purchase of "_____

_____", (hereinafter called "**the Bid**").

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

Sealed with the Common Seal of the Bank this _____day of_____, 201___.

THE CONDITIONS of this obligation are:

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

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

This guarantee will remain in force up to 28 days beyond the period of bid validity, and any demand in respect thereof should reach the Bank not later than such date.

(NAME OF BANK)

By_____

(Title)

Authorized Representative

CONTRACT FORM

(Final contract shall be with consent of both parties)

CONTRACT AGREEMENT FOR THE PROCUREMENT OF TRANSPORT FOR SINDH POLICE .

1. This contract agreement is made and entered into on _____, 2017, BY AND BETWEEN.
   a. **Inspector General of Police, Sindh Central Police Office, I.I. Chundrigar Road, Karachi,** hereinafter referred as Purchaser, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns officers delegated to perform functions procurements for and on behalf of various units of Sindh Police department of ONE PART.

AND

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

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

   (a) the Bid Form and the Price Schedule submitted by the Bidder;
   (b) the Schedule of Requirements;
   (c) the Technical Specifications;
   (d) the General Conditions of Contract;
   (e) the Special Conditions of Contract; and
   (f) the Procuring Agency's Notification of Award.

3. WHEREAS the Inspector General of Police, Sindh is entrusted with responsibility of procurement of item / articles during current financial year 2016-2017 as per description, with specification and quantity, given below

S.NO.	DESCRIPTION OF ARTICLES WITH SPECIFICATION	QUANTITY/ NUMBER	Delivery
---	---	---	
---	---	---	
---	---	---	

4. AND WHEREAS, the **Inspector General of Police, Sindh,** in accordance with The Public Procurement Rules, 2010 as adopted by Government of Sindh vide notification No. **_____ dated: _____.**

5. That **M/s.** _____ participated in the response of open tenders, floated by IGP Sindh, by submitting technical and financial bids, after necessary evaluation of the item / articles described above; the Departmental Committee opened the financial bids in front of all bidders on _____.

6. That the rates offered by **M/s.**_____ for the item / articles as shown and given above, were found to be lowest offered in comparative terms with the rates of other bidders participating in the process. Therefore, on the recommendation of Departmental Committee, the IGP Sindh has accorded approval to place purchase/procurement order with **M/s.** _____ on terms and conditions specified below

<u>NOW THEREFORE PARTIES HEREBY AGREE AS FOLLOWS</u>

i) That **M/s.**_____ shall supply products/items, articles described and specified alongwith quantity the above within ____ **days** from the date of signing of this agreement.

ii) That all deliveries shall be made at …….., Sindh, between on working days only.

iii) That every article shall be made and finished in all respects to entire satisfaction of Departmental Inspection Committee which shall be at liberty to reject any item/article or part thereof if it is not in accordance with approved sample and specification mentioned in the tender documents submitted by supplier at the time of bidding, and evaluated and approved for this purchase order and such rejection shall be final. The no appeal or review will be permissible against the decision of inspection committee.

iv) That the **AIGP/MT, Sindh**, shall give written receipt signed by him giving out complete details, exhibiting the number of items/articles delivered and the number items/articles accepted and rejected, and such receipts shall be conclusive evidence of the acceptance and rejection of the number of articles specified as accepted and rejected.

v) That all articles rejected shall be taken back and removed by the **M/s.** _____and nothing shall become due or recoverable by the **M/s.**_____ in respect on account of items/articles so rejected.

vi) That all articles accepted shall be paid for the **AIGP/MT Sindh** at the rate of specified below (FOR Destination) within financial year **_____.**

ITEM / ARTICLE	RATE PER UNIT

vii) In case **M/s.**_____ make default, in the due performance of this agreement/contract in part or full, **AIGP/MT,Sindh** shall be at liberty to impose and recover L.D. Charges not exceeding 0.025% per month thereof. The penalty shall be applicable only to the extent of items/articles supplied late.

viii) The **AIGP/MT Sindh** shall have right to assess, demand and recover any damages suffered by Police Department due to late supply of the items/articles from the supplier.

ix) The **AIGP/MT 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.**_____ by the said **AIGP/MT 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. This contract agreement shall be construed, and the legal relations created herein will be determined in accordance with the laws of Islamic Republic of Pakistan.

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

_____

AIGP/MOTOR TRANSPORT SINDH

On behalf of IGP, Sindh

_____

M/s_____

Witness:

1) _____

2) _____

PERFORMANCE GUARANTEE

To: Inspector General of Police, Sindh,

Karachi, Pakistan.

WHEREAS (Name of the Contractor)

_____

Hereinafter called "the Contractor" has undertaken, in pursuance of the bid for the purchase of hardware including "_____", dated_____201__, (hereinafter called "the Contract").

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

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

This guarantee is valid until ___ day of _____201___, or the warranty period.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

_____

Seal _____

INTEGRITY PACT

Declaration of fees, commission and brokerage etc. payable by the supplier of goods, services and works in contract worth Rs. 10.00 Million or more.

Contract No. _____ Dated _____

Contract Value: _____

Contract Title: _____

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

Without limiting the generality of the foregoing, [name of Supplier] represents and warrants that it has fully declared the brokerage, commission, 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 GoS, except that which has been expressly declared pursuant hereto.

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

[name of Supplier] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other rights and remedies available to GoS under any law, contract or other instrument, be voidable at the option of GoS.

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

Name of Buyer _____ Name of Seller/Supplier _____

Signature _____ Signature _____

[Seal] [Seal]