**BIDDING DOCUMENT**

**FOR**

**MOTOR TRANSPORT**

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**OFFICE OF THE**

**SENIOR SUPERINTENDENT OF POLICE,   
DISTRICT WEST, @ CRIME BRANCHCOMPLEX**

**NEARJACKSON POLICESTATION**

**KARACHI**

**Bidding Documents**

**FOR**

**National Competitive Bidding**

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| **Procurement of “Transport Parts / repair of damaged vehicles”**  Under  Office of the Senior Superintendent of Police DistrictWest, Karachi |
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PART ONE (FIXED)

Instructions to Bidders (ITB)

General Conditions of Contract (GCC)

**Part One – Section 1.**

**Instructions to Bidders**

**Instructions to Bidders**

1. Introduction

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| 1. Source of Funds | * 1. The Procuring agency has received provincial government funds from the source(s) indicated in the bidding data in various currencies towards the cost of the project / schemes specified in the building data and it is intended that part of the proceed of this loan /grant/funds/will be applied to eligible payment under the contract for which these bidding documents are issued.   1.2 Payment by the Fund will be made only at the request of the Procuring agency and upon approval by the Government of Sindh., and in case of a project will be subject in all respect to the terms and conditions of the agreement. The Project Agreement prohibit a withdrawal from the allocated fund account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Federal Government / Sindh Government, is prohibited by the decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No Party other than the Procuring agency Shall derive any rights from the Project Agreement or have any claim to the allocated fund proceeds. |
| Eligible Bidders | 2.1 This Invitation for Bids is open to all suppliers from eligible source as defined in the SSP 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 o provide consulting services for the preparation of the design, specifications, and oher documents to be used for the procurement of the goods to be purchased 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 in of ineligibility for corrupt and fraudulent practices issued by the any government organization in accordance with sub clause 34.1 |
| 3. Eligible Goods and Services | 3.1 All goods are related service to be supplied under the contract shall have their origin in eligible source countries, defined in the SSP Rules, 2010 and it’s Bidding Documents, and all expenditures made under the contract will be limited to such goods and services.  3.2 For purposes of this clause, “origins” means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.  3.3 The Origin of goods and services is distinct from the nationality of the Bidder. |
| 4. Cost of Bidding | 4.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Procuring ageny named in the Bid Data Sheet, 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. |

1. **The Biding Documents**

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| **5. Content of Bidding Documents** | 5.1 the bidding documents include:   1. Instructions to Bidders (ITB) 2. Bid Data Sheet 3. General Conditions of Contract (GCC) 4. Special Conditions of Contract (SCC) 5. Schedule of Requirements 6. Technical Evaluation Criteria 7. Bid Form and Price Schedules 8. Bid Security Form 9. Contract Form 10. Performance Security Form |
|  | 5.2 The Bidder is expected to examine all instructions, forms, term and specifications in the building documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the biding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bids. |
| **Clarification of Bidding Documents** | 6.1 A 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 iy receives no later than three working days prior to the deadline for the submission of bids prescribed in the Bid Data Sheet, 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. |
|  | 7.1 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 a interested Bidder, may modify the bidding documents by amendment.  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 in account in preparing their bids, the Procuring agency, at its discretion, may extend the deadline for the submission of bids. |

1. **Preparation of Bids**

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| **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 Bid Data Sheet, Supporting documents and printed literature furnished by theBidder maybe in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bid Data Sheet, in which case, for purposes of interpretation of theBid. the translation Shall govern. |
| **9. Documents Comprising the Bid** | 9.1 The bid prepared by the Bidder shall comprise the following components:   1. a Bid Form and a Price Schedule completed in accordance with ITBClauses 10, 11, and 12; 2. 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; 3. documentary evidence established in accordance with ITB Clause 14  that the goods and ancillary services to be supplied by the Bidder are  eligible goods and services and conform to the bidding documents; and 4. Bid security furnished in accordance with ITB Clause 15. |
| **10. Bid Form** | 10.1 The Bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the bidding documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices. |
| **11. Bid Form** | 11.1 The Bidder Shall indicate on the appropriate Price Schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract.  11.2 Prices indicated on the Price Schedule shall be delivered duty paid (DDP) prices. The prices of other (incidental) services, if any, listed in the Bid Data Sheet will be entered separately.  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.  11.5 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 Bid Data Sheet. A bid submitted with an adjustable price quotation will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24. If, however, in accordance with the Bid Data Sheet, 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 Bid Data Sheet. |
| **13. Documents Establishing Bidder’s** | 13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of it bid, documents establishing the Bidder’s eligibility to bid and its qualifications to Perform the contract if its bid is accepted. |
| **Eligibility and Qualification** | 13.2 The documentary evidence of the Bidder shall furnish, as part of its 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 2.  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  15.3 The Bid security shall be in Pak. Rupees and shall be in one of the following forms:   1. 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 forthirty (30) days beyond the validity of the bid; or 2. Irrevocable cashable on-demand Bank call-deposit   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 as but not later than thirty (3.0) days after the expiration of the period of bid validity prescribed by the Procuring agency pursuant to ITB Clause 16.  15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.  15.7 The bid security may be forfeited:   1. if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or 2. in the case ofa successful Bidder, if the Bidder fails: 3. to sign the contract in accordance with ITB Clause 32; 4. To furnish performance security in accordance with ITB Clause 33. |
| **16. Period of Validity of Bids** | 16.1 Bids shall remain valid for the period specified in the Bid Data Sheet after the date of bid opening prescribed by the Procuring agency, pursuant to ITB Clause 19. A bid valid for a shorter period shall be rejected by the Procuring agency as nonresponsive.  16.2 In exceptional circumstances, the Procuring agency may solicit the  Bidder's consent to an extension of the period of validity, The request and the responses thereto shall be made in writing. The bid security provided under ITB Clause 15 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid, except as provided in the bidding document. |
| **17. Format and Signing of Bid** | 17.1 The Bidder shall prepare an original and the number of copies of tile bid indicated in the Bid Data Sheet. Clearly marking each "ORIGINAL BID" and"COPYOF BID," as appropriate in the event of any discrepancy between them, the original shall govern |
|  | **Satisfaction:**   1. that, in the case of a Bidder offering to supply goods under the   contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the goods in the Procuring agency's country;   1. that the Bidder has the financial, technical, and production capability necessary to perform the contract; 2. 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 Supplier's maintenance," repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and 3. That the Bidder meets the qualification criteria listed in the BidData Sheet. |
| **14. Documents Establishing Goods’ Eligibility and Conformity to Bidding Documents** | 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid documents establishing the eligibility and conformity to the bidding documents of all goods and services which the Bidder proposes to supply under the ' contract.  14.2 The documentary evidence of the eligibility of the goods and services shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.  14.3 The documentary evidence of conformity of the goods and services to the bidding documents may be in the form of literature, drawings, and data, and shall consist of:   1. a detailed description "of the essential technical and performance  characteristics of the goods; 2. a list giving full particulars, including available sources and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period to be specified ip the. Bid Data Sheet, following commencement of the use of the goods by the; Procuring agency; and 3. an item-by-item commentary on' the Procuring agency's Technical, Specifications demonstrating substantial responsiveness of the goods,  and services to those specifications, or a statement of deviations and'   Exceptionsto the provisions of the Technical Specifications. |
| **15. Bid Security** | 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid asecurity in the amount specified in the Bid Data Sheet.  15.2 The bid security is required to protect the Procuring agency against therisk of Bidder's conduct which would warrant the security's forfeiture.Pursuantto ITS Clause 15.7.  17.2 The original and the copy or copies of the bid shall be typed or written inindelible ink and shall be signed by the Bidder or a person or persons 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. |
|  | 17.3 Any interlineations, erasures, or overwriting shall be valid only if they are initialed by the person or persons signing the bid.  17.4 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract. |

1. **Submission of Bids**

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| **18. Sealing and Marketing of Bids** | 18.1 The Bidder shall seal the original and each copy of the bid in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.  18.2 The inner and outer envelopes shall:  (a) be addressed to the Procuring agency at the address given in the bidData Sheet; and  (b) bear the Project name indicated in the Bid Data Sheet, the Invitation for, Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE," to be completed with the time and' the date specified in the Bid Data Sheet, pursuant to ITB Clause 2.2.  18.3 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"  18.4 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 opening. |
| **19. Deadline for  Submission of Bids** | 19.1 Bids must be received by the Procuring agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.  19.2 The Procuring agency may, at its discretion, extend this deadline for thesubmission of bids by amending thebidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuringagency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended. |
| **20. Late Bids** | 20.1 Any bid received by the procuring agency after the deadline for submission of bids prescribed by the Procuring agency pursuant to ITB Clause 19 will be rejected and returned unopened to the Bidder. |
| **21. Modification and Withdrawal Bids** | 21.1 The Bidder may modify or withdraw its bid after the bid's submission,provided that written notice of the modification, including substitution orwithdrawal of the bids, is received by the Procuring agency prior to the deadline prescribed for submission of bids.  21.2The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause18. bya signed confirmation copy, postmarked, not later than the deadlinefor submission of bids.  21.3No bid may be modified after the deadline for submission of bids.  2.14 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to the ITB Clause 15.7. |

1. **Opening and Evaluation of Bids**

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| **22. Opening of Bids by the procuring agency** | | 2.1 The Procuring agency will open all bids in the presence of bidder’s 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.  2.2The bidders' names, bid modifications or withdrawals, bid prices, discounts. and the presence or absence of requisite bid security and such other details as the Procuring agency. at its discretion, may consider appropriate, will beannounced 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 20.  2.3 Bids (and modifications sent pursuant to ITB Clause 21.2) that are not' opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bidswill be returned unopened to the bidders.  2.4 The Procuring agency will prepare minutes of the bid opening. |
| **2.3 Clarification of Bids** | | 3.1 During evaluation of the bids, the Procuring agency may, at its discretion,ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted. |
| **24. Preliminary Examination** | | 24.1 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.  24.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtainedby multiplyingthe unit price and quantity, the unit price shall prevail, and the. totalprice 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. lf' there is a discrepancy between words and figures, the amount in words will prevail.  24.3 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 anyBidder.  24.4 Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantialresponsive bid is one which conforms to all the terms and conditions of thebidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning  Bid Security (ITB Clause 15), Applicable Law (GCC Clause 30) and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring agency's determination of a bid's responsiveness is to be basedon the contents of the bid itself without recourse to extrinsic evidence.  24.5 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 |
| **25. Evaluation and Comparison of Bids** | 25.1 The Procuring agency will evaluate and compare the bids which have been determined to be substantially responsive, pursuant to ITB Clause 24.  25.2 The Procuring agency's evaluation of a bid will be on delivered dutypaid (DDP) price inclusive of prevailing duties and will exclude any allowance for price adjustment during the period of execution of the contract, if provided in the bid.  25.3 The Procuring agency's evaluation of a bid will take into account, in addition to the bid price quoted in accordance with ITB Clause 11.2, one or more of the following factors as specified in the Bid Data Sheet, and quantified in ITB Clause 25.4:   1. incidental costs 2. delivery schedule offered in the bid; 3. deviations in payment schedule from that specified in the Special   Conditions of Contract: :   1. the cost of components, mandatory spare parts, and service; 2. the availability Procuring agency of spare parts and after-sales services for the equipment offered in the bid; 3. the projected operating and maintenance costs during the life of the equipment; 4. the performance and productivity of the equipment offered; and/or 5. other specific criteria indicated in the Bid Data Sheet and/or in the'  Technical Specifications.   25.4 For factors retained in the Bid Data Sheet pursuant to ITB 25.3, one or more of the following quantification methods will be applied, as detailed inthe Bid Data Sheet:   1. Incidental costs provided by the bidder will be added by Procuring agency to the delivered duty paid (DDP) price at the final destination.   ***Delivery schedule***The Procuring agency requires that the goods under the Invitation for Bid" :  shall be delivered at the time specified in the Schedule of Requirements ,  which will be treated as the base, a delivery "adjustment" will be calculatedfor bids by applying a percentage, specified in the Bid Data Sheet, of theDDP price for each week of delay beyond the base, and this will be added to the bid price for evaluation. No credit shall be given to early delivery.  (ii) The goods covered under this invitation are required to be delivered:  (shipped) within an acceptable range of weeks specified in the Schedule ofRequirement. No credit will be given to earlier deliveries, and bids offering delivery beyond this range will betreated as nonresponsive. Within thisacceptable range, an adjustment per week, as specified inthe Bid DataSheet, will be added for evaluation to the bid price of bids offering deliveries later than the earliest delivery period specified in the Schedule ofRequirements. **or**  The goods covered under this invitation are required to be delivered in partial shipments, as specified in the Schedule of Requirements. Bids offering deliveries earlier or later than the specified deliveries will be  adjusted in [he evaluation by adding to the bid price a factor equal to a | |
|  | percentage, specified in the Bid Data Sheet, of DDP price per week of  variation from the specified delivery schedule  (c )*Deviation in payment schedule.*   1. Bidders shall state their bid price for the payment schedule outlined in the SCC. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate thereduction in bid price they wish to offer for such alternative payment schedule. The Procuring agency may consider the alternative payment, schedule offered by the selected Bidder. **or** 2. The SCCstipulates the payment schedule offered by the Procuring  agency. If a bid deviates from the schedule and if such deviation is  considered acceptable to the Procuring agency, the bid will be evaluated by calculating interest earned for any earlier payments involved in the termsoutlined in the bid as compared with those stipulated in this invitation. at therate per annum specified in the Bid Data Sheet. 3. *Cost of spare parts.*   (i) The list of items and quantities of major assemblies, components, and selected spare parts, likely to be required during the initial period or  operation specified in the Bid Data Sheet, is annexed to the Technical Specifications. The total cost of these items, at the unit prices quotedin each bid, will be added to the bid price.  **or**  (ii) The Procuring agency will draw up a list of high-usage and high-value itemsof components and spare parts, along with estimated quantities of usage in the initial period of operation specified in the Bid Data Sheet. The total costof these items and quantities will be computed from spare parts unit prices submitted by the Bidder and added to the bid price.  **or**   1. The Procuring agency will estimate the cost of spare parts usage in the  initial period of operation specified in the Bid Data Sheet. based on  information furnished by each Bidder, as well as on past experience of the Procuring agency or other procuring agencies in similar situations, Sue. Costs shall be added to the bid price for evaluation. 2. *Spare parts and after sales service facilities in the Procuring agency’s country.*   The cost to the Procuring agency of establishing the minimum service facilities and pans inventories, as outlined in the Bid Data Sheet or elsewhere in the bidding documents. if quoted separately. shall be added to the bid price.   1. *Operating and maintenance costs.*   Since the operating and maintenance costs of the goods under procurement form a major part of the life cycle cost of the equipment, these costs will be | |
|  | Evaluated in accordance with the criteria specified in the Bid Data Sheet or in the Technical Specifications.   1. Performance and productivity of the equipment. 2. Bidders shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in the performance or efficiencybelow the norm of 100, an adjustment for an amount specified in the Bid Data Sheet will be added to the bid price, representing the capitalized cost of additional operating cost over the life of the plant, using the methodology specified in theBid Data Sheet or in the Technical Specifications.   **or**  (ii)Goods offered shall have a minimum productivity specified under the relevant provision in the Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid, and adjustment will be added to the bid price using the methodology specified in the Bid Data Sheet or to  the Technical Specifications.   1. *Specific additional criteria indicated in the Bid Data Sheet and/ or in the Technical Specifications.*   The relevant evaluation method shall be detailed in the Big Data Sheet and/or in the Technical Specifications. | |
| **Alternative** | 25.4 Merit Point System:  The following merit point system for weighing evaluation factor can be applied ifnone of the evaluation methods listed in 25.4 above has been retained in the Bid Data Sheet. The number of points allocated to each factor shall specified in the Bid Data Sheet.  [In the Bid Data Sheet, choose from the range of]  Evaluated price of the goods 60 to 90  Cost of common list spare parts, 0 to 20  Technical features. and maintenance and operating costs 0 to 20  Availability of service and spare parts 01020  Standardization 0 to 20  Total 100  The bid scoring the highest number of points will be deemed to be the lower evaluated bid, | |
| **26. Contacting the Procuring agency** | 26.1 Subject or ITB Clause 23, no Bidder shall contact the Procuring agency onany matter relating to its bid from the time of the bid opening to the timecontract is awarded. If the Bidderwishes to bring additional information to thenotice of the Procuring agency it should do so in writing.  26.2 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. | |

1. **Award of Contract**

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| **27. Post- qualification** | 27.1 In the absence of prequalification. the Procuring agencywill determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily. in accordance with the criteria listed in ITB Clause 13.3.  27.2 The determination will take into account the Bidder's financial, technical, and production capabilities. itwill be based upon an examination of  documentary evidence of the Bidder's qualifications submitted by the Bidder. Pursuant to ITB Clause 13.3. as well as such other information the Procuring agency deems necessary and appropriate.  27.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. Anegative determination will result in rejection of the Bidder's bid, in which event the Procuring agency will proceed to the next lowest evaluated bid to make a similar determination of that Bidder’s capabilities to perform satisfactorily. |
| **28. Award Criteria** | 28.1 Subject to ITS Clause 30. the Procuring agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract, satisfactorily. |
| **29. Procuring agency’s Right to Vary Quantities at Time of Award** | 29.1 The Procuring agency reserves the right at the time of contract award to increase or decrease, by the percentage indicated in the Bid Data Sheet, thequantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other Termsconditions. |
| **30. Procuring agency’s Right to Accept any Bid and to Reject any or All Bids** | 30.1 The Procuring agency reserve the right to accept or reject any bid, and toannul the bidding process and reject all bids at any time prior to contractaward, 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. |
| **31. Notification of Award** | 31.1 Prior to the expiration of the period of bid validity. theProcuring agencywill notify the successful Bidder in writing by registered letter or by cable, to be confirmed in writing by registered letter. that its bid has beenaccepted.  31.2 The notification of award will constitute the formation of the contract.  31.3 Upon the successful Bidder's furnishing of the performance security pursuant to ITBClause 33, the Procuring agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15. |
|  | These Purposes.  8.2 The inspections and tests may be conducted on the premises of the  subcontractor(s), at point of delivery, and/or at the Goods' final destination If conducted on the premises ofthe Supplier or its subcontractor(s),all reasonable facilities and assistanceincludingaccess to drawings and production data. Shallbe furnished tothe inspectors at no charge to the Procuring agency.  8.3 Should any inspected or tested Goods fail to conform to the Specification, the Procuring agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost [0 the Procuring agency.  8.4 The Procuring agency's right Lt,' inspect, test and. where necessary. reject the Goods after the Goods' arrival in the Procuring agency's country shall in no way be limited or waived by reason of the Goods having previously beeninspected. tested, and passed by the Procuring agency or its representativeprior to the Goods' shipment from the country of origin.  8.5 Nothing in GCCClause 8 shall in any way release the Supplier from any warranty or other obligations under this contract. |
| **9. Packing** | 9.1 The Supplier shall provide- such packing of the Goods as is required to preventtheir damage or deterioration during transit to their final destination. As indicated in the Contract. The packing shall be sufficient towithstand. Withoutlimitation, rough handling during transit and exposure to extreme temperatures. salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and t;·,c absence of heavy handling facilities at all points in transit  9.2 The packing. marking, and documentation within and outside the package shallcomply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructionsordered by the Procuring agency. |
| **10. Delivery and Documents** | 10.1 Delivery and,10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.  10.2 Documents to be submitted by the Supplier are specified in SCC. |
| **11. Insurance** | 11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered. Hence insurance coverage is seller’s responsibility. |
| **12. Transportation** | 12.1The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Procuring agency's country, transport to such place of destination in the Procuring agency's country. Including insurance and storage. as shall be specified in theContract. shallbe arranged by the supplier and related costs shall be included in the Contract Price. |
| **13. Incidental Service** | 13.1 The Supplier may be required to provide any or all of the following services including additional services, if any, specified in SCC.   1. Performance or supervision of on-site assembly and / or start-up of the supplied |

**Part One - Section n.**

**General Conditions of Contract**

**General Conditions of Contract**

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| **1. Definitions** | 1.1 In this Contract, the following terms shall be interpreted as indicated:  (a) "The Contract" means the agreement entered into between the Procuring agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.   1. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations. 2. "The Goods" means all of the equipment, machinery, and/or other materialswhich the Supplier is required to supply to the Procuring agency under the Contract. 3. "The Services" means those services ancillary to the supply of the Goods, such astransportation and insurance, and any other incidental services, such asinstallation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the Contract. 4. "GCC" mean the General Conditions of Contract contained in this section.  (f) "SCC" means the Special Conditions of Contract. 5. "The Procuring agency" means the organization purchasing the Goods, as named in SCC.· 6. "The Procuring agency's country" is the country named in SCC. 7. "The Supplier" means the individual or firm supplying the Goods and Services under this Contract. 8. "The Project Site," where applicable. means the place or places named in see 9. "Day" means calendar day. |
| **2. Application** | 2.1 These General Conditions shall apply to the extent that they are not supersededby provisions of other parts of the Contract. |
| **3. Country of Origin** | 3.1 All Goods and Services supplied under the Contract shall have their origin in the countries and territories eligible under the rules and 'further elaborated in the' SCC.  3.2 For purposes of this Clause, "origin" means the place where the Goods were mined, grown. or produced, or from which the Services are supplied. Goodsproduced when. through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that ~s substantially different in basic characteristics or in purpose or utility from its components.  3.3 The origin of Goods and Services is distinct from the nationality of the Supplier. |
| **Technical specification** | 4.1 The Goods supplied under this Contract shall conform to the standards mentionedin the Technical Specifications. and when no applicable standard is mentioned to the authoritative standards appropriate to the Goods' country of origin. Suchstandards shall be the latest issued by the concerned institution. |
| **32. Signing of Contract** | 32.1 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 provided in the bidding documents, incorporating all agreements between the parties.  32.2Within thirty () days of receipt of the Contract Form, the successful  Bidder shall sign and date the contract and return it to the Procuring agency. |
| **33. Performance Security** | 33.1 Within twenty (20) days of the receipt of notification of award from the  Procuring agency, the successful Bidder shall furnish the performance securityin accordance with the Conditions of Contract, in the Performance SecurityForm provided in the bidding documents, or in another form acceptable to the Procuring agency.  33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32 or ITB Clause 33,1 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 lowest evaluated Bidder or call for new bids. |
| **34. Corrupt or Fraudulent Practices** | 34.1 The Government of Sindh requires that Procuring agency's(includingbeneficiaries 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, the SPPRA, in accordance with the SPPAct, 2009and Rules made there under:   1. defines, for the purposes of this provision, the terms set forth below as follows: 2. "corrupt practice" means the offering, giving, anything of value to influence the action of receiving or soliciting a public official in the procurement process or in contract execution; and 3. "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: 4. 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; 5. will declare a firm ineligible, either indefinitely or for a started 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.   34.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause5.4 and sub-clause 24.1 of the General Conditions of Contract. |
| **5. Use of Contract Documents and Information; Inspection and Audit by the Government** | 5.1 The Supplier shall not, without the Procuring agency's prior written consent disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of theProcuring agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.  5.2 The Supplier shall not, without the Procuring agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the Contract.  5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring agency and shall be returned (all copies) to the Procuring agency on completion of the Supplier's performance' under the Contract if so required by the Procuring agency.  5.4 The Supplier shall permit the Procuring agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the procuring agency, if so required. |
| **6. Patent Rights** | 6.1 The Supplier shall indemnify the Procuring agency against all third-party claim of infringement of patent, trademark, or industrial design rights arising from useof the Goods or any part thereof in the Procuring agency's country. |
| **7. Performance Security** | 7.1 Within twenty (20) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring agency the performance security in the amount specified in SCC.  7.2 The proceeds of the performance security shall be payable to the Procuring agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.  7.2The performance security shall be denominated in the currency of the Contract acceptable to the Procuring agency and shall be in one of the following forms:   1. 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; or 2. A cashier’s or certified check.   7.4 The performance security will be discharged by the Procuring agency and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract including any warranty obligations, unless specified otherwise inSCC. |
| **8. Inspection and Tests** | 8.1 1The Procuring agency or its representative shall have the right to inspect and or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring agency. SCCand the Technical Specifications shall specify what inspections and tests the Procuring agency requires and where they are to be conducted. The Procuring agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for Goods: |
|  | (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;  (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;  (d) performance or supervision or maintenance and/or repair of the supplied Goods for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and  (e) Training of the Procuring agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the Supplied Goods.  13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by theSupplier for similar services. |
| **14. Spare Parts** | 14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:  (a) such spare parts as the Procuring agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and  (b) in the event of termination of production of the spare parts:  (i) advance notification to the Procuring agency of the pending termination, in sufficient time to permit the Procuring agency to procure requirements; and  (ii) following such termination, furnishing at no cost to the Procuringagency, theblueprints, drawings, and specifications of the spare parts, if requested |
| **15. Warranty** | 15.1 The Supplier warrants that the Goods supplied under the Contract are new,unused, of the most recent or current models, and that they incorporate allrecent improvements in design and materials unless provided otherwise in the Contract The Supplier further warrants that all Goods supplied under thisContract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring agency’s specifications) or from any act or omission of the Supplier. that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.  15.2 This warranty shall remain valid for twelve (12) months after the Goods. or any portion thereof as the case may be have been delivered to and accepted at the final destination indicated in the Contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source countrywhichever period concludes earlier, unless specified otherwise in SCC.  15.3 The Procuring agency shall promptly notify the Supplier in writing of any claims arising under this warranty.  15.4 Upon receipt of such notice,the Supplier shall, within the Period SCC and with all reasonable Speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring agency. |

**Bid Data Sheet**

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| --- | --- |
| Introduction | |
| **ITB 1.1** | Senior Superintendent of Police District West , Karachi |
| **ITB 1.1** | Distribution of equipment / General item |
| **ITB 6.1** | Senior Superintendent of Police District West , Karachi  Telephone # 021-99263022  Fax # 021-99263024 |
| **ITB 8.1** | English Language |
| **Bid price & currency** | |
| **ITB 11.2** | The Price shall be quoted in Pak Rupees |
| **ITB 11.5** | The price shall be fixed. |

|  |  |
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| **ITB 15.1** | 5% of quoted amount is required as bid security as per requirement of Rule-37 SPPRules, 2010 amended in 2013 |
| **ITB 16.1** | Bid shall be valid till 90-days from the date of opening of bids (Rule-38(1)) of SPP Rules. 2010 |
| **ITB 17.1** | Two copies of bids (in original) and two copies (in duplicate) are requiredto be submitting. |
| **ITB 18.2** | Bids Shall be submitted at the office of theSenior Superintendent of Police District West , Karachi |
| **ITB 19.1** | Deadline for submission of the bid is 30-1-2017 at 1300hrs. |
| **ITB 22.1** | Bids will be opened in the presence of bidder’s representatives who choose to attend at 1300 hrs. on 30-1-2017 at the offices of office of theSenior Superintendent of Police District West , Karachi |
| **ITB 15.4(b)** | Delivery Schedule Should be as per work/purchase order |
| **Contract award** | |
| **ITB 29.1** | Percentage on increase/decrease is 15% of the total tendered qualities |
| **ITB 32.2** | Within 60-days of signing of contract |
| **ITB 33.1** | 5% performance security |

**Terms and conditions**

1. Tenders / bidders should formally confirm their acceptance of the terms and conditions set out herein after.
2. Conditional tender (s) *I* bid (s) will not be accepted.
3. The total bid as well as the rate of items must be filled both in FIGURES and WORDS   
   and in case any correction is made by the contractor himself, then each correction must be   
   initiated by the contractor.
4. Rates offered by the bidder shall be valid till the end stage.
5. Technical and Financial bids shall be submitted in separate envelopes along with bid   
   security of 5% of bid quoted in shape of pay order land draft form any scheduled bank in   
   favor of SSP District West Karachi.
6. The procurement committee shall awarding the agency after the considering all short listed proposal in detailed.
7. The successful tenders / bidders shall deposit security in the form of pay order/demand draft in favor of SSP District West Karachi.
8. If the work is not completed in accordance with the delivery period given in the purchase order the office shall be at liberty to get completed the same from elsewhere at the expense of the supplier without any notice.
9. The supplier will not transfer or assign directly or indirectly to any person or person what so ever any portion of the contract works /supply without the prior consent of the SSP West office, subletting shall be prohibited.
10. The suppliers shall pay all such expenses, costs, charges. Taxes, duties and / or levies as may be payable for competing the required work.
11. The procurement committee may reject all bids or proposals, at any time prior to the acceptance of a bid or proposal subject to the relevant provision of SPPRA rules.
12. Any dispute or difference relating to this contract shall be settled by a sole arbitrator to be mutually nominated in accordance with the provisions of the Arbitration Act 1940.
13. Please note that we are not bound to order the full quantity.

Issued to Mr./Ms\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| **SCOPE OF WORK: REPAIR AND MAINTENANCE OF ARMORED PERSONNEL CARRIER (APC) OF WEST ZONE, KARACHI** | | | | | |
| **DETAILED COST ESTIMATE** | | | | | |
| **Part (A) Mechanical Work** | | | | | |
| **S.#** | **Description** | **Quantity** | **Rate** | **Unit** | **Amount** |
| 1 | Complete Engine overhauling along with Parts (Defender 110) | 2 |  | Each |  |
| 2 | Fuel pump overhauling (Defender 110) | 4 |  | Each |  |
| 3 | Water Pump | 2 |  | Each |  |
| 4 | Radiator | 4 |  | Each |  |
| 5 | Fuel Injector | 4 |  | Set |  |
| 6 | Engine Belt Defender 110 | 4 |  | Each |  |
| 7 | Transmission Work (Auto & Manual Transmission) | 9 |  | Each |  |
| 8 | Radiator Shield | 4 |  | Each |  |
| 9 | Radiator Reservoir Bottle | 4 |  | Each |  |
| 10 | Gear Box Oil seal | 4 |  | Each |  |
| 11 | Front differential work | 2 |  | Each |  |
| 12 | Air conditioner overhauling | 4 |  | Each |  |
| 13 | Intercooler Pipe | 2 |  | Each |  |
| 14 | Turbo Charger | 4 |  | Each |  |
| 15 | Clutch & Pressure Plate Set Land Rover Defender | 4 |  | Set |  |
| 16 | Thrust Plate & Bearing | 4 |  | Set |  |
| 17 | Clutch Cylinder | 4 |  | Each |  |
| 18 | Wind Screen Glass (BRG) | 1 |  | Each |  |
|  | **TOTAL OF PART (A)** | | | **RS.** | **0** |
| **PART (B) RUNFLAD TYRES** | | | | | |
| **S.#** | **Description** | **Quantity** | **Rate** | **Unit** | **Amount** |
| 1 | RuffledTires (Defender 110 ) | 16 |  | Each |  |
|  | **TOTAL OF PART (B)** | | | **RS.** | **0** |
| **PART (C ) SHOCK ABSORBER & SUSPENSION** | | | | | |
| **S.#** | **Description** | **Quantity** | **Rate** | **Unit** | **Amount** |
| 1 | Column shaft cover | 4 |  | Each |  |
| 2 | Tie Rod Band | 4 |  | Set |  |
| 3 | Shock absorbers | 4 |  | Set |  |
| 4 | Complete Suspension work (Rear & Front) | 4 |  | Each |  |
| 5 | Coil Spring Front / Rear | 4 |  | Set |  |
|  | **TOTAL OF PART (C )** | | | **RS.** | **0** |
| **PART (D) BRAKE WORK** | | | | | |
| **S.#** | **Description** | **Quantity** | **Rate** | **Unit** | **Amount** |
| 1 | Front & Rear Ceramic Pads / Shoe | 4 |  | set |  |
| 2 | Brake Lining | 4 |  | set |  |
| 3 | Master Cylinder | 4 |  | Each |  |
|  | **TOTAL OF PART (D)** | | | **RS.** | **0** |
| **PART (E) BODY WORK** | | | | | |
| **S.#** | **Description** | **Quantity** | **Rate** | **Unit** | **Amount** |
| 1 | Complete Anti Rusting | 4 |  | Each |  |
| 2 | Complete Interior With Seat Repair and Cushioning | 4 |  | Each |  |
|  | **TOTAL OF PART (E)** | | | **RS.** | **0** |
| **PART (F) WIRING WORK** | | | | | |
| **S.#** | **Description** | **Quantity** | **Rate** | **Unit** | **Amount** |
| 1 | Batteries 12 Volt 100 Amps 21 Plates | 9 |  | Each |  |
| 2 | Indicator Assembly | 16 |  | Each |  |
| 3 | Ignition Switch Assembly | 4 |  | Each |  |
| 4 | Tail / Brake Lights | 8 |  | Each |  |
| 5 | Head Lights | 8 |  | Each |  |
| 6 | Self-Starter Motor | 4 |  | Each |  |
| 7 | Wiring Repair Work | 9 |  | Each |  |
| 8 | Wiper Assembly | 4 |  | Set |  |
|  |  |  |  |  |  |
|  | **TOTAL OF PART (F)** | | | **RS.** | **0** |

**Schedule of Requirements**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **KA\_\_\_\_\_\_\_\_\_ Senior Superintendent of Police District West Karachi.**  **A \_\_\_\_\_\_\_\_\_ “Transport”** | | | | |
| **S.No** | **Description** | **Quantity** | **Cost @ of per items including All Tax** | **Total amount including All Tax** |
| **1** | **Transport/ Repair & Maintenance**  (Specification can be change accordingly patients require quantity) |  |  |  |

As required following pay order / demand draft in enclosed on account of earnest money:

No:\_\_\_\_\_\_\_\_\_\_\_\_dated\_\_\_\_\_\_\_\_\_\_\_\_Rs\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_drawn on\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of firm\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NTN No:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel No\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seal\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bid Form and Price Schedules

Date:

IFB No:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

To:

The Senior Superintendent of Police DistrictWest, Karachi

Having examined the bidding documents including Addenda Nos [insert numbers]. the   
receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and   
deliver [description of goods and services] in conformity with the said bidding documents for   
the sum of [total bid amount in words and figures] or such other sums as may be ascertained   
in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery Schedule specified in the schedule of requirements.

IF our Bidaccepted, we will obtain the guarantee of bank in a sum equivalent to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ percent of the contract price for the due performance of the contract, in the form prescribed by the Procuring Agency.

We agree to abide by this Bid for a period of (number) days from the date fixed for Bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this Bid, togetherwith your written acceptance thereof and your notification of award, shall constitute a binding contact between us.

Commission or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Name and address of agent Amount and Currency Propose of Commission of

Gratuity

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_

(if none, state “none”

We understand that you are not bound to accept the lowest or any bid you may receive [signature] [in the capacity]

Duly authorized to sign Bid for and on behalf of

**Bid Security Form**

Whereas [name of the Bidder] (hereinafter called "the Bidder") has submitted its bid dated[date of submission of bid]for the supply of [name and/or description of the goods](hereinafter called “the Bid”)

KNOW ALL PEOPLE 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 unto [name of Procuring agency](hereinafter called "the Procuring agency") in the sum of for which payment well and truly to be made to the said Procuring agency, the Bank bindsitself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this \_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_20\_\_\_\_\_.

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, having been notified of the acceptance of its Bid by the Procuring agency during the period of bid validity:
3. Fails or refuses to execute the Contract Form, if required; or
4. Fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders;

We undertake to pay to the Procuring agency upto the above amount upon receipt of its first written demand, without the Procuring agency having to substantiate its demand, provided that in its demand the Procuring agency will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including twenty eight (28) days after the period of bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]

**Performance Security Form**

To: [name of Procuring agency] WHEREAS [name of Supplier] (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [Reference number of the (hereinafter called “the Contract”).

AND WHEREAS if. has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as 'security for compliance with the Supplier's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Supplier a guarantee:

THEREFOREWE'hereby affirm that we are Guarantors and responsible to you, on behalf of   
the Supplier, up toa total of [amount of the guarantee in words and figures], and we   
undertake to pay you, upon your first written demand declaring the Supplier to be in default   
under the Contract and without cavil or argument, any sum or sums within the limits of   
[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 the \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_20\_\_\_\_\_\_\_\_.

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]