



REQUEST FOR PROPOSAL
FOR
PROCUREMENT OF MACHINERY EQUIPMENT FOR
TRAINING/MONITORING ROOM CENTRAL POLICE OFFICE
KARACHI
MARCH 2018

Note: The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications and charts/drawings. 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.

TABLE OF CONTENTS

INVITATION TO BID	1
INSTRUCTION TO BIDDERS	2
A. GENERAL	2
Scope of Bid.....	2
Eligible Bidders	2
Cost of Bidding	3
Eligible Source of Hardware/ Software/ Services	3
B. BIDDING DOCUMENTS	3
Contents of the Bidding Documents	3
Clarifications of the Bidding Documents	3
Amendments of Bidding Documents.....	4
C. PREPARATION OF BIDS	4
Language of Bid.....	4
Documents Comprising the Bid.....	4
Sufficiency of Bid	5
Bid Prices, Currency of Bid and Payment	5
Documents Establishing Bidder's Eligibility and Qualifications	6
Documents Establishing Works' Conformity to Bidding Documents.....	6
Bid Security	6
Validity of Bids, Formats, Signing and Submission of Bid.....	7
D. SUBMISSION OF BIDS	8
Deadline for Submission, Modification & Withdrawal of Bids	8
E. BID OPENING & EVALUATION.....	9
Bid Opening, Clarifications and Evaluation	9
Process to be Confidential	12
F. AWARD OF CONTRACT.....	14
Post Qualifications	14
Award Criteria & Procuring Agency's Right	14
Notification of Award & Signing of Contract Agreement.....	15
Performance Security	15
Integrity Pact.....	15
GENERAL CONDITIONS OF THE CONTRACT	16
Definitions.....	16
Application.....	16
Country of Origin.....	16
Technical Specifications	16
Patent Rights	17
Bid Bond	17
Validity of Proposal	17
Currency.....	17
Withholding tax, sales tax and other taxes.....	17
Inspections	17

Stamp Duty	18
OEM Relationships & Warranties	18
Supply Capabilities	18
Compliance to Quality Service	18
Financial Capabilities.....	18
Liquidated Damages	18
Delivery / Installation Time	19
Transportation	19
Earnest Money	19
Bank Security.....	19
Evaluation Criteria	19
Incidental Services	19
Subcontracts.....	20
Conditional Tenders.....	20
Authority Letter	20
Scope of Work	20
Force Majeure	20
Termination for Insolvency.....	21
Resolution of Disputes.....	21
SPECIAL CONDITIONS OF THE CONTRACT	22
Definitions.....	22
Country of Origin.....	22
Performance Security.....	22
Payment.....	22
Prices.....	22
Liquidated Damages	22
Resolution of Dispute	22
Governing Language.....	22
Applicable Law	22
Notices	22
BID DATA SHEET	23
SCOPE OF WORK.....	24
TECHNICAL SPECIFICATIONS	25
SPECIFICATION REQUIREMENT	Error! Bookmark not defined.
RFP EVALUATION CRITERIA	39
MANDATORY QUALIFICATION	260
TECHNICAL & FINANCIAL BID EVALUATION	40
FORM OF BID & SCHEDULE TO BID	282
FORM OF BID	42
TECHNICAL PROPOSAL FORM	44
FINANCIAL PROPOSAL FORM	45
BID SECURITY FORM.....	326
PERFORMANCE GUARANTEE.....	337
INTEGRITY PACT	348
MANUFACTURER’S AUTHORIZATION FORM.....	49

INVITATION TO BID

Date: _____

Bid Reference No: _____

1. The Procuring Agency, Sindh Police, invites sealed bids from interested firms or persons licensed by the Pakistan Engineering Council in the appropriate category and / or duly pre-qualified with the Procuring Agency for the Works, Procurement of Machinery Equipment for Conference Room CPO Sindh Karachi.
2. A complete set of Bidding Documents may be purchased by an interested eligible bidder on a submission of a written application to the office of the Deputy Inspector General of Police, Information Technology, Central Police Office, Karachi and upon payment of non-refundable fee of PKR. Rupees 3,000/-.
3. All bids must be accompanied by a Bid Security in the amount equal to 5% of bid price in the form of (pay order / demand draft / bank guarantee) and must be delivered accompanied with the Financial Bid.
4. The bid shall reach the office address given below on or before at 1400 hours, on 23.04.2018. Bids will be opened on same day in the presence of the bidders representatives who choose to attend, at the same address.
5. The bidders are requested to give their best and final prices as no negotiations are expected.

INSTRUCTION TO BIDDERS

A. GENERAL

1 Scope of Bid

- 1.1 The Procuring Agency as defined in the Bid Data Sheet (hereinafter called “the Procuring Agency”) wishes to receive sealed bids for Works summarized in the Bid Data Sheet.

Bidders must quote for the complete scope of work. Any bid covering partial scope of work will be rejected as non-responsive.

- 2.1 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.

- 2.3 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 suppliers 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

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| 3 | Cost of Bidding | 3.1 The bidder shall bear all the costs associated with the preparation and submission of its bids and the Procuring Agency will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process (SPP Rules 24 & 25). |
| 4 | Eligible Source of Hardware/
Software/ Services | 4.1 All Goods and related service to be supplied under the contract shall have their origin in eligible source countries, defined in the SPP Rules, 2010 and it's Bidding Documents, and all expenditures made under the contract will be limited to such goods and services. |

B. BIDDING DOCUMENTS

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| 5 | Contents of the Bidding Documents | <p>5.1 In addition to Invitation for Bids, the Bidding Documents are those stated below, and should be read in conjunction with any Addendum issued in accordance with sub clause 6.1.</p> <ul style="list-style-type: none">a) Instruction to the Biddersb) General & Special Conditions of the Contractc) Bid Data Sheetd) Scope of Work, Specification Requirement and Evaluation Criteriae) Sample Formsf) Conditions of the Contract <p>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.</p> |
| 6 | Clarifications of the Bidding Documents | <p>6.1 A prospective bidder requiring any clarification (s) in respect to the Bidding Documents may notify the Procuring Agency at the Procuring Agency's address indicated in the Bid Data Sheet.</p> <p>6.2 An interested bidder, who has obtained bidding documents, may request for clarification of</p> |

contents of bidding documents in writing and procuring agency shall respond to such queries in writing within three (3) calendar days, provided they are received at least five calendar days prior to the opening of bid (SPP Rule 23-1).

7 Amendments of Bidding Documents

7.1 At any time prior to the deadline for submission of Bids, the Procuring Agency may, for any reason, whether at his own initiative or in response to a clarification requested by a interested bidder, modify the Bidding Documents by issuing addendum.

7.2 Any addendum thus issued shall be part of the Bidding Documents pursuant to Sub Clause 6.1 hereof, and shall be communicated in writing to all purchasers of the Bidding Documents. Prospective bidders shall acknowledge receipt of each addendum in writing to the Procuring Agency.

7.3 To afford interested bidders reasonable time in which to take an addendum into account in preparing their Bids, the Procuring Agency may at its discretion extend the deadline for 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 products and price.

(c) The Bid security as earnest money of 5% of the bid price shall be the part of the Bid. Bids submitted without bid security or less than the 5% of the Bid price shall be rejected.

(d) Documentary evidence that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

(e) Documentary evidence that the goods and ancillary services to be supplied by the Bidder are eligible and conform to the bidding documents; and bid security.

10 Sufficiency of Bid

10.1 Each bidder shall satisfy himself before Bidding as to the correctness and sufficiency of his Bid and of the premium on the rates of prices quoted/entered in the Schedule of Prices, which rates and prices shall except in so far as it is otherwise expressly provided in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.

10.2 The bidder is advised to obtain for himself at his own cost and responsibility all information that may be necessary for preparing the bid and entering into a Contract for execution of the Works.

11 Bid Prices, Currency of Bid and Payment

11.1 The bidder shall fill up the Schedule of Prices (Financial Proposal) indicating the percentage above or below the Composite Schedule of Rates/unit rates and prices of the Works to be performed under the Contract. Prices in the Schedule of Prices/Bill of Quantities shall be quoted entirely in Pak Rupees keeping in view the instructions contained in the Preamble to Schedule of Prices.

11.2 Unless otherwise stipulated in the Conditions of Contract, prices quoted by the bidder shall remain fixed during the bidder's performance of the Contract and not subject to variation on any account.

- 11.3 Items for which no rate or price is entered by the Bidder will not be paid for by the Procuring Agency when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 12 Documents Establishing Bidder's Eligibility and Qualifications
- 12.1 Pursuant to Clause ITB.8, the bidder shall furnish, as part of its bid, documents establishing the bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.
- 12.2 Bidder must possess and provide evidence of its capability and the experience as stipulated in Bidding Data and the Qualification Criteria mentioned in the Bidding Documents.
- 13 Documents Establishing Works' Conformity to Bidding Documents
- 13.1 The documentary evidence of the Works' conformity to the Bidding Documents may be in the form of literature, drawings and data and the bidder shall furnish documentation as set out in Bidding Data.
- 13.2 The bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers, if any, designated by the Procuring Agency in the Technical Provisions are intended to be descriptive only and not restrictive.
- 14 Bid Security
- 14.1 Each Bidder shall furnish as a part of his bid, a Bid Security of 5% of the Bid Price in the form of Pay Order in favor of the Sindh Police and must be attach on top of the sealed envelope.
- 14.2 Any bid not accompanied by an acceptable Bid Security shall be rejected by the Procuring Agency as non-responsive.
- 14.3 The bid securities of unsuccessful bidders will be returned upon award of contract to the successful bidder or on the expiry of validity of Bid Security whichever is earlier.
- 14.4 The Bid Security of the successful bidder will be returned when the bidder has furnished the required Performance Security, and signed the Contract Agreement (SPP Rule 37).

14.5 The bid security may be forfeited:

- a) If the bidder withdraws his bid during the period of bid validity; or
- b) If a bidder does not accept the correction of his Bid Price, pursuant to Sub Clause 16.4 b hereof; or
- c) In the case of successful bidder, if he fails within the specified time limit to:
 - a. Furnish the required performance security
 - b. Sign the Contract Agreement.

15 Validity of Bids, Formats,
Signing and Submission of Bid.

15.1 Bids shall remain valid for the period stipulated in the Bidding Data after the date of bid opening.

15.2 In exceptional circumstances, Procuring Agency may request the bidders to extend the period of validity for a additional period but not exceeding 1/3 of the original period. The request and the bidders' responses shall be made in writing or by cable. A Bidder may refuse the request without forfeiting the Bid Security. A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security for the period of the extension, and in compliance with IB.13 in all respects (SPP Rule 38).

15.3 All schedules to the bid are to be properly completed and signed.

15.4 No alteration is to be made in the Form of Bid except in filling up the blanks as directed. If any alteration be made or if these instructions be not fully complied with, the bid may be rejected.

15.5 Each bidder shall prepare Original and One Copy specified in the Bidding Data of the documents comprising the bid as described in IB.8 and clearly mark them —ORIGINAL and —COPY as appropriate. In the event of

discrepancy between them, the original shall prevail.

- 15.6 The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign (in the case of copies, Photostats are also acceptable). This shall be indicated by submitting a written Power of Attorney authorizing the signatory of the bidder to act for and on behalf of the bidder. All pages of the bid shall be initialed and official seal be affixed by the person or persons signing the bid.

D. SUBMISSION OF BIDS

16 Deadline for Submission, Modification & Withdrawal of Bids

- 16.1 Bids must be received by the Procuring Agency at the address/provided in Bidding Data not later than the time and date stipulated therein.

- 16.2 The inner and outer envelopes shall:

- a) Be addressed to the Procuring Agency at the address provided in the bidding data.
- b) Bear the name and identification number of the contract as defined in the bidding and contract data; and
- c) Provide a warning not to open before specified time and date for Bid Opening as defined in the Bidding Data; and
- d) In addition to the identification required in 15.2, the inner envelopes shall indicate the name and address of the bidder to enable the Bid to be returned unopened in case it is declared late.
- e) If the outer envelope is not sealed and marked as above, the Procuring Agency will assume no responsibility for the misplacement or premature opening of the Bid.

- 16.3 Bids submitted through telegraph, telex, fax or e-mail shall not be considered.

- 16.4 Any bid received by the Procuring Agency after the deadline for submission prescribed in

Bidding Data will be returned unopened to such bidder.

- 16.5 Any bidder may modify or withdraw his bid after bid submission provided that the modification or written notice of withdrawal is received by the Procuring Agency prior to the deadline for submission of bids.
- 16.6 Withdrawal of a bid during the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in the Form of Bid may result in forfeiture of the Bid Security pursuant to IB.13.5 (a).

E. BID OPENING & EVALUATION

- 17 Bid Opening, Clarifications and Evaluation
 - 17.1 The Procuring Agency will open the bids, in the presence of bidders' representatives who choose to attend, at the time, date and in the place specified in the Bid Data Sheet.
 - 17.2 The bidder's name, Bid Prices, any discount, the presence and absence of Bid Security, and such other details as the Procuring Agency at its discretion may consider appropriate, will be announced by the Procuring Agency at the Bid Opening. The Procuring Agency will record the minutes of the bid Opening. Representatives of the bidders who choose to attend shall sign the attendance sheet.
 - 17.3 To assist in the examination, evaluation and comparison of Bids the Engineer/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 price or substance of the Bid shall be sought, offered or permitted.
 - 17.4
 - a) Prior to the detailed evaluation, pursuant to IB.16.7 to 16.9, the Engineer/Procuring Agency will determine the substantial responsiveness of each bid to the Bidding Documents. For purpose of these instructions, a substantially responsive bid is one which conforms to all the terms and conditions

of the Bidding Documents without material deviations. It will include determining the requirements listed in Bidding Data.

- b) Arithmetical errors will be rectified on the following basis:

If there is a discrepancy between the unit price and 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 there is a discrepancy between the words and figures the amount in words shall prevail. If there is a discrepancy between the Total Bid price entered in Form of Bid and the total shown in Schedule of Prices-Summary, the amount stated in the Form of Bid will be corrected by the Procuring Agency in accordance with the Corrected Schedule of Prices.

If the bidder does not accept the corrected amount of Bid, his Bid will be rejected and his Bid Security forfeited.

17.5 A Bid determined as substantially non-responsive will be rejected and will not subsequently be made responsive by the bidder by correction of the non-conformity.

17.6 Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation (major deviation) may be waived by Procuring Agency, provided such waiver does not prejudice or affect the relative ranking of any other bidders.

Major Deviations Include:

- a) has been not properly signed;
- b) is not accompanied by the bid security of required amount and manner;
- c) stipulating price adjustment when fixed price bids were called for;
- d) failing to respond to specifications;
- e) failing to comply with Milestones/Critical dates provided in Bidding

Documents;

- f) sub-contracting contrary to the Conditions of Contract specified in Bidding Documents;
- g) refusing to bear important responsibilities and liabilities allocated in the Bidding Documents, such as performance guarantees and insurance coverage;
- h) taking exception to critical provisions such as applicable law, taxes and duties and dispute resolution procedures;
- i) a material deviation or reservation is one:
 - a. which affect in any substantial way the scope, quality or performance of the works;
 - b. adoption/rectification whereof would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

Minor Deviations:

Bids that offer deviations acceptable to the Procuring Agency and which can be assigned a monetary value may be considered substantially responsive at least as to the issue of fairness. This value would however be added as an adjustment for evaluation purposes only during the detailed evaluation process.

- 17.7 The Engineer/Procuring Agency will evaluate and compare only the bids previously determined to be substantially responsive pursuant to IB.16.4 to 16.6 as per requirements given hereunder. Bids will be evaluated for complete scope of works. The prices will be compared on the basis of the Evaluated Bid Price pursuant to IB.16.8 herein below.

Technical Evaluation:

It will be examined in detail whether the works offered by the bidder complies with the Technical Provisions of the Bidding Documents. For this purpose, the bidder's data submitted with the bid in Schedule B to Bid will be compared with technical features/criteria of the works detailed in the Technical Provisions. Other technical information submitted with the bid regarding the Scope of Work will also be

reviewed.

17.8 Evaluated Bid Price:

In evaluating the bids, the Engineer/Procuring Agency will determine for each bid in addition to the Bid Price, the following factors (adjustments) in the manner and to the extent indicated below to determine the Evaluated Bid Price:

- a) making any correction for arithmetic errors pursuant to IB.16.4 hereof
- b) Discount, if any, offered by the bidders as also read out and recorded at the time of bid opening.
- c) excluding provisional sums and the provisions for contingencies in the Bill of Quantities if any, but including Day work, where priced competitively

18 Process to be Confidential

18.1 Subject to IB.16.3 heretofore, no bidder shall contact Engineer/Procuring Agency on any matter relating to its Bid from the time of the Bid opening to the time the bid evaluation result is announced by the Procuring Agency. The evaluation result shall be announced at least seven (07) days prior to award of Contract (SPP Rule 45). The announcement to all bidders will include table(s) comprising read out prices, discounted prices, price adjustments made, final evaluated prices and recommendations against all the bids evaluated

18.2 Any effort by a bidder to influence Engineer/Procuring Agency in the Bid evaluation, Bid comparison or Contract Award decisions may result in the rejection of his Bid. Whereas any bidder feeling aggrieved, may lodge a written complaint to Complaint Redress Committee as per terms and conditions mentioned in SPP Rules 31 & 32. However, mere fact of lodging a complaint shall not warrant suspension of procurement process.

18.3 Bidders may be excluded if involved in "Corrupt and Fraudulent Practices" means either one or any combination of the practices given below SPP Rule2(q):

- a) “Coercive Practice” means any impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence the actions of a party to achieve a wrongful gain or to cause a wrongful loss to another party;
- b) “Collusive Practice” means any arrangement between two or more parties to the procurement process or contract execution, designed to achieve with or without the knowledge of the procuring agency to establish prices at artificial, noncompetitive levels for any wrongful gain;
- c) “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the acts of another party for wrongful gain;
- d) “Fraudulent Practice” means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- e) “Obstructive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract or deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements before investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of

inspection and audit rights provided for under the Rules.

F. AWARD OF CONTRACT

19 Post Qualifications

19.1 The Procuring Agency, at any stage of the bid evaluation, having credible reasons for or prima facie evidence of any defect in contractor's capacities, may require the contractors to provide information concerning their professional, technical, financial, legal or managerial competence whether already pre-qualified or not:

Provided, that such qualification shall only be laid down after recording reasons therefore in writing. They shall form part of the records of that bid evaluation report.

19.2 The determination will take into account the bidder's financial and technical capabilities. It will be based upon an examination of the documentary evidence of the bidders' qualifications submitted under ITB.11, as well as such other information required in the Bidding Documents.

20 Award Criteria & Procuring Agency's Right

20.1 Subject to IB.19.2, the Procuring Agency will award the Contract to the bidder whose bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid Price, provided that such bidder has been determined to be qualified to satisfactory perform the Contract in accordance with the provisions of the IB.18.

20.2 Notwithstanding IB.19.1, 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 award of Contract, without thereby incurring any liability to the affected bidders or any obligation to inform the affected bidders of the grounds for the Procuring Agency's action except that the grounds for its rejection of all bids shall upon request be communicated, to any bidder who submitted a bid, without justification of the grounds. Notice of the rejection of all the bids shall be given promptly to all the bidders (SPP Rule 25).

- 21 Notification of Award & Signing of Contract Agreement
- 21.1 Prior to expiration of the period of bid validity prescribed by the Procuring Agency, the Procuring Agency will notify the successful bidder in writing (—Letter of Acceptance) that his bid has been accepted (SPP Rule 49).
- 21.2 Within seven (07) days from the date of furnishing of acceptable Performance Security under the Conditions of Contract, the Procuring Agency will send the successful bidder the Form of Contract Agreement provided in the Bidding Documents, incorporating all agreements between the parties.
- 22 Performance Security
- 22.1 The successful bidder shall furnish to the Procuring Agency a Performance Security at 5% of the bid amount in the form of Pay Order/Bank guarantee within a period of fourteen (14) days after the receipt of Letter of Acceptance in accordance of the SPPRA Rules (SPP 39).
- 22.2 Failure of the successful bidder to comply with the requirements of Sub-Clauses IB.20.2 & 20.3 or 21.1 or Clause IB.22 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.
- 22.3 Publication of Award of Contract: within seven days of the award of contract, the procuring shall publish on the website of the authority and on its own website, if such a website exists, the results of the bidding process, identifying the bid through procurement identifying Number if any and the following information:
- a) Evaluation Report
 - b) Form of Contract and Letter of Award
 - c) Bill of Quantities
- 23 Integrity Pact
- 23.1 The Bidder shall sign and stamp the Form of Integrity Pact provided at Schedule-F to Bid in the Bidding Document for all Sindh Government procurement contracts exceeding Rupees ten (10) million. Failure to provide such Integrity Pact shall make the bid nonresponsive (SPP Rule 89).

GENERAL CONDITIONS OF THE CONTRACT

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| 1 | Definitions | 1.1 | In this Contract, the following terms shall be interpreted as indicated: <ul style="list-style-type: none">a. <u>"Purchaser"</u> means the Sindh Police Department, Government of the Sindh, Karachi – Pakistan.b. <u>"Contractor"</u> means the individual or firm whose bid has been accepted by the Purchaser and the legal successors, in title to the Contractor.c. <u>"Contract"</u> 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. <u>"Commencement Date of the Contract"</u> means the date of signing of the Contract between the Purchaser and the Contractor.e. <u>"Contract Price"</u> means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.f. <u>"Contract Value"</u> means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract, which is properly apportionable to the Software or Goods in question.g. <u>"Services"</u> means services, such as delivery and installation of equipment and other such obligations of the Contractor covered under the scope of work.h. <u>"Works"</u> means all items to be provided and work to be done by the Contractor under the Contract.i. <u>"RO"</u> means Responding Organization/ Bidder Firm.j. <u>"RFP"</u> means Request for Proposal. |
| 2 | Application | 2.1 | These general conditions of the contract shall apply to the extent that they are not superseded by provisions of other parts of the contract. |
| 3 | Country of Origin | 3.1 | All products and services supplied under the contract shall have their country of origin in the countries and territories eligible under the rules and further elaborated in SCC. |
| 4 | Technical Specifications | 4.1 | The products and services supplied under this contract shall conform to the standards mentioned in the |

Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the goods country of origin. Such standards shall be latest issued by the concerned institution.

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| 5 | Patent Rights | 5.1 | The Supplier shall indemnify the Procuring agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring agency's country |
| 6 | Bid Bond | 6.1 | A bid bond, and bid security in the shape of a Pay Order / Bank Draft in favor of <u>INSPECTOR GENERAL OF POLICE, SINDH</u> equivalent to 5% of the total cost of bid should be submitted along with the tender. |
| 7 | Validity of Proposal | 7.1 | All proposal and price shall remain valid for <u>90 DAYS</u> after submission of proposal. However, the responding organization is encouraged to state a longer period of validity for the proposal. |
| 8 | Currency | 8.1 | All currency in the proposal shall be quoted in Pakistan Rupees (PKR). |
| 9 | Withholding tax, sales tax and other taxes | 9.1 | 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 goods 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. |
| 10 | Inspections | 10.1 | The 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. SCC and 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 these purposes |
| | | 10.2 | Should any inspected or tested goods fail to conform to the Specifications, the Procuring agency may reject the product, and the Supplier shall either replace the rejected goods or make alterations necessary to meet specification |

requirements free of cost to the Procuring agency.

10.3 The Procuring agency's right to inspect, test and, where necessary, reject the goods in no way be limited or waived by reason of the goods having previously been inspected, tested, and passed by the Procuring agency or its representative.

11 Stamp Duty 11.1 The Applicable Stamp duty according to Government Rules shall be borne by responding organization/bidder at the time of signing of contract.

12 OEM Relationships & Warranties 12.1 The hardware equipment should have warranties for one year against defects/bugs as well as updates.

12.2 The responding organization (RO) to be authorized Partner / reseller, of the original manufacturer.

13 Supply Capabilities 13.1 Responsive Organization should clearly indicate the duration of deliveries of hardware equipment in the following format.

Sr. No.	Description	Quantity	Delivery Schedule

14 Compliance to Quality Service 14.1 The Responding Organization (RO) to provide information as required in the RFP. RO shall submit complete details of the proposed solution/device information, software capabilities and other item in their technical proposals.

15 Financial Capabilities 15.1 The RO(s) shall describe the financial position of its organization. Income Statement or Annual Report should be included in the detailed Technical proposal.

16 Liquidated Damages 16.1 It is utmost importance that schedule to tender should be filled in very carefully on the instructions set forth above, scrupulously complied with failing which the offer will be ignored. In case of non-completion of supply within stipulate period Security deposit will be forfeited in favor of the Police Department, Government of Sindh, as stated at sub clause (d).

16.2 An affidavit that the firm declares details of litigation with any client during the last 5 years will be provided.

16.3 An affidavit that the firm has never been blacklisted by

any Government Department will be provided.

		16.4	Liquidated damages of 0.025% per day up to 10% of the contract price will be deducted for delayed deliveries. The purchaser also reserves the rights to cancel the contract, forfeit the performance security and black list the firm.
17	Delivery / Installation Time	17.1	<p>The RO should clearly specify the timelines/phasing for the delivery of goods. The details of shipping and/or other documents to be furnished by the Supplier are specified in SCC.</p> <p>Mode of payment: Final mode of payment shall be decided at the time of contract with the mutual consent.</p> <p>Delivery of all the items of the Bid will be at, at the Central Police Office or any other site decided by the purchaser throughout Sindh Province.</p>
18	Transportation	18.1	The Supplier is required under the Contact to bear all the transportation costs required for the delivery of Goods.
19	Earnest Money	19.1	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 Director I.T., CPO Sindh.
20	Bank Security	20.1	The successful bidder will have to deposit 5% 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.
21	Evaluation Criteria	21.1	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.
22	Incidental Services	22.1	<p>The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <p>(a) performance or supervision of on-site assembly</p>

and/or start-up of the supplied 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 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

22.2 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 the Supplier for similar services

23	Subcontracts	23.1	The Supplier shall notify the Procuring agency in writing of all sub contracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or obligation under the Contract
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23.2 Sub-contracting shall only be allowed with the prior written approval of the procuring agency.

24	Conditional Tenders	24.1	Conditional tenders/bids will not be acceptable.
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25	Authority Letter	25.1	Authority letter from Principal Company for product and vender authentication shall be provided with the bid.
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26	Scope of Work	26.1	Police department reserves the rights to increase or decrease the scope of work/number of units/items without assigning any reason.
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27	Force Majeure	27.1	Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure
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27.2 For purposes of this clause, "Force Majeure" means an

event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes

27.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event

28	Termination for Insolvency	28.1	The Procuring agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes Bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring agency
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29	Resolution of Disputes	29.1	The Procuring agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract
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SPECIAL CONDITIONS OF THE CONTRACT

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

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 05% 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 Deliveries
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 of the Procuring agency's country.
08	Governing Language	The Governing Language Shall be English
09	Applicable Law	The contract shall be interpreted in accordance with the laws of Islamic Republic of Pakistan.
10	Notices	All notices shall be address at: Director I.T Central Police Office Sindh Police I.I. Chundrigar Road Karachi

BID DATA SHEET

SR.	CATEGORIES	DETAILS
01	Procuring Agency	Sindh Police
02	Mode of Tendering	Request for Proposal (RFP)
03	Website	www.sindhpolice.com.pk
04	Tender Subject	Procurement Of Machinery Equipment For Training/Monitoring Room Central Police Office Karachi
05	Method of Procurement	Single stage two envelope method of procurement would be followed as per the details mentioned in SPP Rules 2010 for said method
06	Source of Funds	Government of Sindh
07	Address	Office of Dy-Inspector General of Police, Information Technology, Central Police Office, Karachi.
08	Language	English
09	Taxes	The quoted price shall be inclusive of all taxes and incidental services
10	Price	The price shall be fixed
11	Bid Security / Earnest Money	05% of the Bid Price
12	Bid Validity	90 Days after the submission of the proposal
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 Director, Information Technology, Central Police Office, I.I. Chundrigar Road, Karachi
15	Last date for collection of bidding documents	22.04.2018
16	Last Date and Time for Submission of Bidding Documents	23.04.2018
17	Address, Date & Time for Opening of the bid	23.04.2018
18	Evaluation Criteria	<p>Single stage two envelope method of procurement as described in the SPP Rules 2010 shall be the evaluation method for the subject procurement.</p> <p>The evaluation will be performed assuming the contract will be awarded to the bid conforming to evaluation criteria, other conditions specified in the bidding documents, and having the lowest evaluated cost.</p> <p>The technical bids shall be evaluated on the basis of the parameters listed in the Section “Technical Specifications page No 25” for qualification in the technical evaluation.</p> <p>Please refer to the Section “Technical Evaluation page No.27” for complete parameters for qualifying technical proposal.</p>
19	Evaluation Factors	<p>The factors for successful evaluation of the bid are:</p> <ol style="list-style-type: none"> Eligibility Criteria provided in the RFP Technical Qualifications Lowest Evaluated Cost
20	Modification in the Scope of Work	Sindh Police reserves the right to increase / decrease the scope of work / number of units / items without assigning any reason.

IMPORTANT

The evaluation criteria are fixed on the minimum requirements as per the requirements and the quality of services. The firm requires qualifying each section and the subsection of the evaluation criteria and mandatory qualifications for qualification of the technical proposal.

Failing to qualify any section / sub section will result in disqualification in the entire evaluation.

SCOPE OF WORK

Sindh Police requires the Proposal from well reputed firms. The scope of the project is to Supply and Installation of Hardware, as mentioned in the Bill of Quantities and Specification sheet.

The bidder will provide the services include:

- Supply, Installation & support for Screen with controller (SMD Video Wall) at ground floor conference Room / Training Room of Central Police Office Karachi.
- Supply, Installation & support for Screen with controller (Video wall 98”) at 3rd floor conference Room/Monitoring Room Central Police Office Karachi.
- Supply, Installation & support for Interactive Projector for Trainings purpose at Central Police Office Karachi
- Supply, Installation & support for passive network & wall mounting, cablings with all aspect.
- Proposal must include 01 year’s comprehensive support and warranty with parts for all equipment.

Bidders are requested to propose a supply, Installation, Support & solution (with 01 years hardware parts and services warranty), compliant with the requirements mentioned in this RFP.

TECHNICAL SPECIFICATIONS

S.No	Specification		Qty
1	SMD LED VIDEO WALL 12x7.5		01
	Pixel Pitch (mm)	1.56 or better	
	Pixel Density (dot/m2)	400000 or better	
	LED Type	SMD1010	
	Horizontal Viewing Angle	Min 150 or better	
	Vertical Viewing Angle	Min 150 or better	
	Brightness (nits/m2)	800 or more	
	Grey Scale	14bit	
	Refresh Rate (Hz)	1920-3840	
	Maximum Cabinet Power Consumption (w)	145	
	Average Cabinet Power Consumption (w)	60	
	Cabinet Size (mm * mm)	608*342*45	
	Operating lifetime (hours)	100000 or better	
	Input Voltage	100V-240V or efficient/compatible	
	Waterproof Level (Front/Rear)	IP30/IP30 or better	
	Working Environment:	Indoor	
	Warranty	1 Years	
	Controller/Processor	Controller with 5 Video Inputs: 4 x HDMI, 1 x VGA, 1 x DVI, 1 x SDI	
	Heat and Power Monitoring	Heat & Power Management with real time reporting software	
	Wall Mounted Frame	Wall mount frame with installation & commissioning	
2	Video Wall 98"		01
	Screen Size:	98 inches	
	Resolution:	3840*2160(4K UHD)	
	Contrast Ratio:	4000:1	
	Brightness:	500 nit	
	Pixel pitch:	0.105 x 0.315 (mm)	
	Response time:	8ms (Typ)	
	Built-in speaker:	Built in Speaker (10W + 10W)	
	Aspect Ratio:	16:9 or better	
	Video input:	DVI-I (D-sub common), Display Port 1.2 (1) Support UHD 60hz, HDMI 1.4 (3), Stereo mini Jack, RGB, DVI, HDMI	
	Heat and Power Monitoring	Heat & Power Management with real time reporting software	
3	Interactive Ultra short Throw Projector		06
	3 LCD Technology		
	60 inches - 100 inches		
	Lumens: Min 2400 or better		
	Resolution : WXGA , 1280x800 or better		
	Connectivity USB Display		
	Function		
	3 in 1: Image / Mouse / Sound Interfaces		
	USB 2.0 Type A, USB 2.0 Type B, RS-232C, Wired Network, Wireless LAN IEEE 802.11b/g/n (optional),		
	VGA in (2x), VGA out, HDMI in (3x), Composite in, RGB in (2x), RGB out, MHL, Stereo mini jack audio		
	out, Stereo mini jack audio in (3x), Microphone input, Sync. in, Sync. out		
	Features AV mute slide, Auto calibration, Auto brightness adjustment, Automatic input selection, Built-in		
	speaker, CEC compatible, Customizable user logo, Digital zoom, Direct Power on/off, Document Camera		
	Compatible, Dynamic lamp control, Easy OSD presetting, Home Screen, Interactive, Long lamp life, MHL		
	audio/video interface, Microphone input, spec text option features projector pc interactive, PC free annotation,		

	Split-Screen-Function Interactivity pen/Finger Touch Included Software Easy Interactive Tools Loudspeaker min 16 Watt or better	
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EVALUATION CRITERIA

MANDATORY QUALIFICATION

- The bidder should be duly registered with FBR, SRB & GST and must be a registered firm (Provide relevant certificates).
- By submission of documentary evidence with the bid, the Bidder has not been blacklisted by Government or Public-Sector Organization.
- The bidder should be an authorized partner of the brand quoted.
- Failure to comply with or satisfy any of the above clauses would result in disqualification and rejection of the bid.

TECHNICAL & FINANCIAL BID EVALUATION

Initially Technical Proposals will be opened and evaluated by the Procurement Committee. Bidders who will be technically qualified will be eligible to open their Financial Bids, subsequently in accordance with rules and procedures laid down in SPP Rules, 2010 (Amended 2013).

The Purchaser will evaluate and compare the bids that have been determined to be substantially responsive. The evaluation will be performed assuming the Contract will be awarded to the Best Evaluated Bidder of the entire solution of “Development of Software for Registration & Automation of Private Security Companies and Security Guards” as per Single Stage Two Envelope Procedure as per SPP Rules, 2010 (Amended 2013).

Basis of Evaluation & Comparison of Bids

The Technical Bid must score at least 80% marks overall to be considered a responsive bid. Financial bid for non-responsive bid will be returned unopened Evaluation shall be evaluated based on following parameters:

Technical Evaluation

Mandatory Evaluation Criteria.

S #.	Documents.	Validity.
1.	Registration of National Tax Number (NTN) of the Company with Federal Board of Revenue (FBR).	Valid certificate from concerned regulator / authority required.
2.	Registration of General Sales Tax (GST) with Federal Board of Revenue (FBR).	
3.	Valid registration of the company with Sindh Revenue Board (SRB).	
4.	Affidavit That firm is not Blacklisted and involved in any active litigation in Pakistan.	
5.	Authorization Certificate from the Manufacturer for the supplied equipment's	

S #.	Evaluation Criteria (Parameters).	Breakup of Marks.
1	Company Profile.	
1.1	Company Relevant Experience from Date of Operations. Marks: 50.	a. 5 or More than 05 years. (50 Points) b. 03 to 5 years. (40 Points) c. Less than 03 years. (10 Points)
1.2	Annual Turnover of the Company of last 3 Years. Marks: 50.	a. Annual audit report. b. Registration evidence. c. Annual turnover. Above 55 million. (50 Points) Above 30 to 45 million. (30 Points) Below 30 million. (0 Point)
2	Company Presence.	
2.1	Presence of Firm in Country. Marks: 50.	Physical verification of presence of response teams at number of locations. a. 3 regional Cities. (50 Points) b. 2 regional Cities. (30 Points) c. Only in one city. (10 Points)
2.2	Similar Projects Experience. Marks: 50.	<ul style="list-style-type: none"> Verifiable list of Clients with contact details Work Orders Related Documents for verification. a. Over 5 Projects. (50 Points) b. 3-5 projects. (35 Points) c. Below 3 projects. (0 Point)
3	Technical Specification Compliance.	
3.1	Understanding of the Project and meeting the specification of required equipment. Compliance with required hardware specifications mentioned in the RFP, Attach brochure of quoted Models. <ul style="list-style-type: none"> SMD Video Wall Video Wall of 98'' Interactive Projector 	Compliance. (100 Points) Below Specifications in any Hardware. (00 Point)

	Marks: 100	
3.3	At least two Trained technical staff with relevant Certification i.e Video Wall Trained	25 marks for each certified Technician. Max 50 marks

IMPORTANT

The evaluation criteria are fixed on the minimum requirements as per the requirements and the quality of services. The firm requires to qualify each section and the subsection of the evaluation criteria and mandatory qualifications for qualification of the technical proposal.

Failing to qualify any section / sub section will result in disqualification in the entire evaluation.

Note: Please submit your documents as per given Evaluation Criteria.

FORM OF BID & SCHEDULE TO BID

FORM OF BID

(Letter of Offer)

Bid Reference No. _____

Procurement of Machinery Equipment for Conference Room, CPO Sindh Karachi

To:

Sir,

- Having examined the Bidding Documents including Instruction to Bidders, Bidding Data, Conditions of the Contract, Contract Data, Specifications, Drawings if any and Schedule of Prices for the execution of the said title, we, the undersigned, being a company doing business under the name of _____ located at _____ and being duly incorporated under the laws of Pakistan hereby offer to execute and complete such works and remedy any defects therein conformity with the said Documents including Addenda thereto for the total Bid Price of Rs. _____ or such other sum as may be ascertained in accordance with the said Documents.
- We understand that all the Schedules attached hereto form part of this Bid.
- As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favour or made payable to you and valid for a period of twenty-eight (28) days beyond the period of validity of Bid.
- We undertake, if our Bid is accepted, to commence the Works and to deliver and complete the Works comprised in the Contract within the time(s) stated in Contract Data.
- We agree to abide by this Bid for the period of _____ days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
- We undertake, if our Bid is accepted, to execute the Performance Security referred to in Conditions of Contract for the due performance of the contract.
- We understand that you are not bound to accept the lowest or any bid you may receive.
- We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Works.

Dated this _____ day of _____ 2017

(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 5% 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 filled in original with Financial Proposal)

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 present that We _____ (Name of the Bank) of _____ (Name of the Country) having our registered office at _____ (address of the bank) are bound into 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 _____, 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 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 Instruction 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 the Bank)

By: _____

(Title)

Authorized Representative

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 _____ of the month _____, 2017.

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 05% 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 limit 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 _____, 2017, or the warranty period.

[Name of Guarantor]

Signature: _____

Name: _____

Title: _____

Address: _____

Seal: _____

INTEGRITY PACT

Declaration of Fees, Commission & Brokerage Etc. Payable by the Supplier of Goods, Service & Works in Contract Worth Rs. 10.00 Million & Above.

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 times 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]

MANUFACTURER'S AUTHORIZATION FORM

To: [name of the Procuring Agency]

Whereas, *[name of the manufacturer]* who are established and reputable manufacturers of *[name and / or description of the goods]* having factories at *[address of the factory]*.

Do hereby authorize *[name and address of the agent]* to submit a bid, and subsequently negotiate and sign the Contract with you against Tender No. *[Reference of the invitation to bid]* for the above goods manufacture by us.

We hereby extend our full guarantee and warranty for the goods offered for supply by the above firm against this Invitation to Bid.

[Signature for and on behalf of Manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent and having the power of attorney to bind the Manufacturer. It should be included by the Bidder in its bid