

NATIONAL HIGHWAYS & MOTORWAY POLICE

TENDER DOCUMENT

PROCUREMENT OF PLANT & MACHINERY



LINES HQ, E-35 SECTOR MUQADAS TOWN ABBOTTABAD

Telephone No. 0992860839 Fax No. 0992860839

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BIDDER (Sign + Seal)



TENDER NOTICE

NH&MP Sector E-35 invites sealed bids from reputed GST / Income Tax registered firms/contractors/suppliers that are on active taxpayers list of the Federal Board of Revenue for procurement of **Plant and Machinery** as per quantity and specification given in the bidding documents for the year 2020-2021. Bidders will have to attach copies of their Sales Tax Registration Certificate and National Tax Number (NTN) with tender.

S.#	Description	Quantity & Specification
1	Plant and Machinery	As per tender documents

- The Bidders are required to submit a single package containing two separate envelopes. Each envelope shall contain separately the **"TECHNICAL PROPOSAL"** and **"FINANCIAL PROPOSAL"** in bold and legible letters to avoid confusion.
- Bidding documents, containing detailed terms and conditions can be obtained from the office of DSP/CPO Lines HQ, E-35 Abbottabad, during office hours before the closing date. The Documents are also available at NH&MP website www.nhmp.gov.pk and Public Procurement Regulatory Authorities website www.ppra.org.pk.
- Bids not meeting the requirements as per Bid Evaluation Criteria (BEC) shall be rejected and such bidders shall be declared disqualified.
- 3% of total tender amount must be attached with tender/bid documents as earnest money in shape of Pay Order in favor of DDO Sector E-35, Muqadas Town Abbottabad.
- Conditional, incomplete and bids without earnest money of 2% will not be considered.
- Sealed tender / bids complete in all respects should reach the office of the **SP/Sector commander NH&MP, E-35 Muqadas Town Abbottabad** on/ or before **18-04-2022** by **10:00** hrs. Bids shall be opened on the same day/date at **11:00** hrs in presence of the bidders/authorized representatives of the participating firms/suppliers.

(Khurram Shad)
A.DSP/CPO LINES HQ, E-35
Hazara Motorway

Definitions

- In this document, the following terms shall be interpreted as indicated:
- **"Purchaser/procuring agency"** means the National Highways & Motorways Police, sector E-35, Muqadas Town Abbottabad.
- **"Contractor"** means the individual or firm whose bid has been accepted by the Purchaser and the legal successors, entitle to the Contractor.
- **"Contract"** means the agreement entered into between the Purchase 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.
- **"Commencement Date of the Contract"** means the date of signing of the Contract between the Purchaser and the Contractor.
- **"Contractor Price"** means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- **"Contract Value"** means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract, which is properly apportion able to the Services in question.
- **"Services"** means services, such as testing and other such obligations of the Contractor covered under the Contract.
- **"Works"** means all items to be provided and work to be done by the Contractor under the Contract.
- **"Evaluation committee"** means a committee constituted by a competent authority to carry out evaluation of the technical proposals.
- **"Purchase Committee"** means a committee constituted by a competent authority.
- **"RO"** means Responding Organization/ Bidder/ contractor/supplier/Firm.

(Full signature of the bidder With Seal)

INSTRUCTIONS TO BIDDER

- i. The bidder is expected to examine the Bidding Documents, including all instructions, forms, terms, specifications etc. Failure to furnish all information required by the Biding documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect would result in the rejection of the Bid.
- ii. The bidder must be registered with the FBR and on active taxpayers list. NTN and Sales Tax number shall be mentioned in the bid and copies attached therewith.
- iii. The formats of submission of proposals are attached as **Annexure-A and Annexure-B**. Technical Bids will be scrutinized, by the evaluation committee constituted by the competent authority to check all requisite and relevant documents and their authenticity. Financial Bids of firms not obtaining minimum passing criteria on Technical basis will not be opened and rejected.
- iv. The 3% Earnest money will be returned to unsuccessful firms/suppliers immediately after the completion of tender. Earnest money of successful bidder will be transferred into security deposit and will remain in possession of the procuring agency till delivery/supply of all items strictly in accordance with the terms and conditions
- v. The bids will be publicly opened in the office of SSP/sector commander Sector E-35, Muqadas Town Abbottabad on the same day and time as mentioned in the Tender Notice in presence of bidders/authorized representatives of the participating firms/suppliers. Late/ incomplete receipt of bids shall neither be accepted nor entertained and shall be returned by hand at the time of opening of tenders, or by mail as the case may be.
- vi. The NH&MP Sector E-35/ Procuring Agency will not be responsible for any costs or expense incurred by bidders in connection with the preparation or delivery of bids.
- vii. Procuring Agency/ committee may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. However, the committee shall upon request communicate to any bidders who submit a bid or proposal, the grounds for its rejection of all bids or proposals, but is not required to justify those grounds.
- viii. All prices quoted in the Financial Proposal must include all applicable Taxes, i.e. Income Tax, Sales Tax or any other tax imposed by government by law. No transportation and carriage/ mobilization charges will be paid for delivery of items at Lines HQ E-35 Muqadas Town Abbottabad.
- ix. The quoted rate should be valid for 6 months from the date of opening of Tender Documents.
- x. Sample of the items, if applicable, should be attached with tender / bid otherwise the same will not be considered. The bidder is advised to see the samples and quality of **Plant and Machinery**, at Lines HQ E-35 Abbottabad at his own cost.
- xi. If the successful bidder withdraws bid, his bid security shall be forfeited and the contract may be awarded to the next lowest evaluated bidder.
- xii. Every page of the tender document must be signed and sealed by the bidder.
- xiii. The details of this notice are also available on website of NH&MP www.nhmp.gov.pk and Public Procurement Regulatory Authorities website www.ppra.org.pk.

(Full signature of the bidder With Seal)

General Information Required

- 1 Name of Bidder
- 2 Photocopy of National Identity Card
- 3 Bank Account Number and Branch
- 4 NTN/GST registration Number
- 5 No of Years in business in Pakistan
- 6 No of Offices locations in Pakistan
- 7 Annual Turnover (Million Rs.)
- 8 Value of projects in hand (details may be given)
- 9 Year of Incorporation
- 10 Status of the Bidder
 - Sole Proprietor
 - Partnership Firm
 - Private Limited Company
 - Public Limited Company
 - Entity registered / incorporated outside Pakistan (Give details)
 - Other (Please specify)
- 8 Names of Owner / Partners / Chief Executive / Directors and his/their CNIC copy
- 9 Details of Registered Head Office (Address, Phone, Facsimile, Email and Website information if any)

(Full signature of the bidder With Seal)

1. General Terms & Conditions

(i) Bid Bond/security

The successful bidder will have to deposit 5% 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 DSP/CPO Lines Headquarter, NH&MP sector E-35, Abbottabad. The same will be returned on due completion of the contract and warranty period (if any).

(ii) Validity of the proposal

All proposal and price shall remain valid for a period of 180 days from the closing date of the submission of the proposal. However, the responding organization is encouraged to state a longer period of validity for the proposal.

(iii) Currency

All currency in the proposal shall be quoted in Pakistan Rupees (PKR).

(iv) With holding Tax, Sales Tax and other Taxes

The responding organization/firm/contractor is hereby informed that the procuring agency shall deduct tax at the rate prescribed under the tax laws of Pakistan, from all payments for work/services rendered by any bidder/responding organization who signs a contract. 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.

(v) Stamp Duty

Stamp duty for contract documents shall be borne by responding organization/bidder at the time of signing of contract.

(vi) Compliance to Specification

The Responding Organization (RO) to provide information as per (Annexure-C). RO may not propose any kind of changes in their technical proposals.

(vii) Financial Capabilities

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

(viii) Liquidated damages.

- a. It is utmost importance that schedule to tender should be filled in very carefully and the instructions set forth above, scrupulously complied with failing which the offer will be ignored. In case of non-completion of supply within stipulated period Security deposit will be forfeited in favor of the procuring agency.
- b. An affidavit that the firm declares details of litigation with any client during the last 5 years be provided.
- c. An affidavit that the firm has never been blacklisted by any Government Department.
- d. Liquidated damages of 0.25% per day of the contract price will be deducted for delayed supply/delivery of item then procuring agency reserve the right to cancel the contract, forfeit the performance security and black list the firm.

(Full signature of the bidder With Seal)

(ix) Delivery Time and payment of bills

- Deliver time shall be Thirty (30) days after issuance of Work Order.
- **Mode of payment:** The payment shall be made on submission of bill(s) for the items supplied and on satisfactory completion of the work.
(Payment of the bills will be subject to the deduction of government taxes).
- Execution / Delivery of items will be at NHMP sector E-35, Abbottabad.

(x) 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 work order is finalized. The bidders will, however, have to apply for refund through a written request on their company/firm letter head addressed to Senior Superintendent of Police, NH&MP sector E-35, Abbottabad.

(xi) The proposal of only those bidders will be considered / opened which are declared qualified after evaluation of technical bids and upon fulfilling all the terms and conditions of Tender documents.

(xii) Procuring agency/ NH&MP sector E-35, Abbottabad reserves the right to increase or decrease the scope of work/number of items without assigning any reason.

2. SUBMISSION AND OPENING OF PROPOSALS

- a. Proposals sealed and labeled as "**TECHNICAL ROPOSAL**" and "**FINANCIAL PROPOSAL**" 2 copies each (one Original and one copy) in a single package shall be dropped in the sealed Tender box kept in the office of Superintendent of Police, NH&MP sector E-35, Abbottabad before the closing date and time mentioned in the Tender Notice
- b. The format of submission of proposal is attached as **Annexure-A and Annexure-B.** Please provide original brochures and samples of the item proposed. CNIC copies of Owner/Authorized person along with witness should be enclosed. (Please provide attested photocopies of relevant documents).
- c. The proposals submitted against this RFP will be opened publicly in the office of Superintendent of Police, NH&MP sector E-35, Abbottabad on date and time mentioned in the Tender Notice in front of the bidders

3. Contacting the procuring agency

Any effort by a bidder to influence the Purchaser in the Purchaser's decisions in respect of bid evaluation, or Contract award will result in the rejection of the bidder's bid.

4. Purchaser's Right to Accept the Bid or Reject the Bid

The Purchaser reserves the right to accept or reject the bid in according with PPRA Rules, and to annul the bidding process at any time prior to award of Contract, without thereby incurring any liability to the bidder or any obligation to inform the bidder of the grounds for the Purchase's action.

(Full signature of the bidder with Seal)

5. Quantities:

- i. The quantities mentioned in the **"annexure C"** are the estimated quantities only, which are not to be taken as the actual and exact quantity to be supplied by the bidder. The procuring agency may make any variation of the quantity & quality or any part thereof that may in its opinion be necessary for that purpose as mentioned below :-
 - a. Increase or decrease the quantities as mentioned in the "Annexure C".
 - b. Omit any such item if found necessary after issue of Purchase Order, if required.
 - c. Change the quality or kind of any such items.
 - d. Additional requirement or any item required may be supplied by the bidder.
 - e. No such variation shall be made by the bidder without an order in writing.
 - f. In case of any item where no specification is supplied by procuring agency as mentioned in the tender document (**Annexure C**), such items shall be supplied in accordance with the sample of a reputed company/brand.

6. Default:

In case of default by the bidder, failure or refusal to supply any item, procuring agency may purchase the same from local market and hold the bidder responsible for any excess cost involved thereby. Furthermore, procuring agency reserves the right to terminate the contract in such cases and recover the penalty for the same from any amount due to the contractor or which may become due in future.

7. Issue of Purchase Order:

Procuring agency shall issue the provisional purchase order in duplicate to successful bidder. The duplicate copy of the purchase order shall be returned within 2 days of its issue, duly signed and sealed in each page by the bidder as token of acceptance of the purchase order. The bidder shall supply all the items as per Purchase Order within one month of the receipt of the purchase order. The items are to be supplied FOR basis.

8. Evaluation and Comparison of Technical Bids

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

a. Eligibility Criteria

- I.** Valid registration with income tax.
- II.** Valid registration with Sales tax.
- III.** Active tax payer
- IV.** Firm/contractor/Company history years in the business
- V.** Undertaking on stamp paper that firm is not involved in any litigation, Department rift, abandoned or unnecessary delay in completion of any work in the government department.
- VI.** Affidavit or undertaking on stamp paper that the firm has not been blacklisted previously by any executing agency.

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

(Full signature of the bidder with Seal)

b. TECHNICAL EVALUATION CRITERIA

The Technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria:

S.No	Evaluation parameters	Marks	Brief Questionnaire				
1	Sample as per Specification	200	Compliance with required specification mentioned at annexure "C".				
2	Financial Capabilities	200	<ul style="list-style-type: none"> Bank statement of last 3 Years 		Obt. Marks		
			Minimum 3 years	Marks 75			
			More than 3 years	Marks 100			
			Less than 3 years	Each year obtain 25-Marks			
			<ul style="list-style-type: none"> Annual turnover 		Obt. Marks		
			Minimum 3 Millions	Marks 75			
			More than 3 Millions	Marks 100			
			Less than 3 Millions	Each obtain 25- Marks			
3	Relevant orders/ Experience	600	<ul style="list-style-type: none"> Bidder should provide relevant work order mentioned in the Tender Notice 		Obt. Marks		
			Minimum three work orders	Marks 75			
			More than three work orders	Each obtain 25- Marks (max 400)			
			Less than three work orders	Each obtain 25- Marks			
			<ul style="list-style-type: none"> Experience 		Obt. Marks		
			1-2 years	25			
			3-5 years	50			
			6-7 years	75			
			8-9 years	100			
			More than 10 years	Max 200			
			Total Marks		1000		

Note: Verifiable documentary proofs for above mentioned documents are mandatory and evaluation shall be made on the basis of these verifiable proofs. Out of the bid qualifying the evaluation criteria, the bid with lowest cost shall be awarded contract provided it meets all other procedural requirements.

Technical Proposal Form

Bidder's profile	
Name	
Status of the Bidder	
Active tax payer proof	
Year of Incorporation	
GST Registration No.	
Income Tax Reg. No.	
No of Years in business	
Annual Turnover (Million Rs.)	
No of Offices locations in Pakistan	
Official Address	
Telephone(s) No (land line/mob)	
Relevant Work orders and its total Value (details may be given)	
Any other relevant information	

Note:

Please read carefully the whole document and provide all necessary details with proof of evidence. Sample of the item will be evaluated with the standard specified.

BIDDER (Sign + Seal)

FINANCIAL PROPOSAL FORM

Bidder's profile					
Name					
Status of the Bidder					
Official Address & phone No.					
GST Registration No.					
NTN/Income Tax Reg. No					
Bank Account Number and Branch					
S #	Item Description	Unit	Quantity	Unit/pair Cost (Incl. all Taxes) (Rs)	Total Cost (Incl. all Taxes) (Rs)
1					
2					
	Grand total (Incl. all Taxes) (Rs)				
	Total Cost (Incl. all Taxes) in Pak Rupees				
	In words ()				

Note: Earnest money will be equivalent to 2% of the total bid cost. Only Pay Order/Bank Draft for earnest money will be acceptable in favour of DDO NH&MP, sector M-1, Ambar Swabi.

BIDDER (Sign + Seal)

DESCRIPTION, SPECIFICATION & QUANTITY
OF
PLANT AND MACHINERY

PLANT AND MACHINERY

1	Solar System	<ul style="list-style-type: none"> Solar Panel Tier1 540watt (Jinko/JA/Trina/AB Solar (10 Pcs) 5KW Hybrid Solar Max/ Max Power) (01 Pcs) Solar Stand (01 Job) Lithium ion Battery Lip04 48V 100AH Cable (as per requirement) Other Expenses Installation, Testing, Labor & Services Charges 	01			
2	Eco Star Small LED 40'	<ul style="list-style-type: none"> HD Ready(1080P) Official Youtube (With Dedicated Button On Remote Control) Screen Cast(Mira Cast) Open Browser (DVB-T,DVB-T2 & DVB-C) RAM 768MB ROM 4GB HDMI Ports: 2(HDMI ARC) USB Ports: 2 Builtin Application Store(Netrage) 	05			
3	Water Dispenser (Pel)	<ul style="list-style-type: none"> Glass Door Water Dispenser with Fridge Glass Door Body Heat And Cold Tempered Glass Pressure Back Taps Capacity 2.5 Liters 	03			
4	Iron	<ul style="list-style-type: none"> Heavy Duty 	05			
5	UPS	<ul style="list-style-type: none"> Brand APC Model PSUP-82 Output power capacity 375Watts/650VA 	05			
6	Sound System	<ul style="list-style-type: none"> Brand Audionic Model MH-816 5th Gen Extendable Mike Cable (15 Mtr) Extension Lead (20 Mtr) Table Mike Stand (Fine Quality) Table mike portable 	01			
7	Microwave Oven	<ul style="list-style-type: none"> Brand Dawlncce Model 297 gss 	01			
8	Pedestal Fan 24"	<ul style="list-style-type: none"> Brand Royal Fan Model Standard Fan 	06			
Total Estimated Cost						

Note:

The procuring agency reserves the right to increase or decrease the quantities of items depending upon the availability of budget and need/requirement.

BIDDER (Sign + Seal)

BID FORM for _____

To:

**Superintendent of Police
Sector E-35, Muqadas Town
Abbottabad.**

Sir,

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

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

If our Bid is accepted, we will provide the performance security in the sum equivalent to 5% percent of the Contract Price i.e., Rs..... for the due performance of the Contract as per bid Security Form.

Dated this _____ day of _____ 20____

BIDDER (Sign + Seal)

WITNESS

Signature: -----

Signature: -----

Name: -----

Name: -----

Title: -----

Title: -----

Address: -----

Address: -----

CNIC #:-----

CNIC #:-----

Annexure-E

Sample Contract Agreement

1. This contract agreement is made and entered into on _____, 20___, BY AND BETWEEN.

i) **The Chief Patrol Officer**, NH&MP sector E-35, Abbottabad, herein after referred as Purchaser, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns officers delegated to perform functions procurements for and on behalf of sector E-35 of ONE PART.

AND

ii)

M/s _____ having its registered office at-----

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

2. WHEREAS the **Chief Patrol Officer**, NH&MP sector E-35, is entrusted with responsibility of procurement of services/item/ articles during current financial year 2020-21 as per description, with specification and quantity, given below:-

S.NO.	DESCRIPTION OF ARTICLES WITH SPECIFICATION	QUANTITY/ NUMBER	DELIVERY

3. That M/s. _____ participated in the response of open tenders, floated by NH&MP, for submitting technical and financial bids, after necessary evaluation of the item / articles described above; the **purchase Committee** opened the financial bids in front of all bidders on _____.

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

NOW THEREFORE PARTIES HEREBY AGREE AS FOLLOWS

i) That M/s. _____ shall **supply** items described and specified along with quantity the above within Thirty (30) days from the date of signing of this agreement.

ii) That all deliveries shall be made at the office of **DSP/CPO Line Headquarters, Sector E-35, Abbottabad**, between 0900 hours to 1700 hours on working days only.

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

iv) That the **DSP/CPO Line Headquarters, NH&MP Sector E-35, Abbottabad**, shall give written receipt signed by him giving out complete detail, exhibiting the number of items/articles delivered and the number items/articles accepted and rejected, and such receipts shall be conclusive evidence of the acceptance and rejection of the number of articles specified as accepted and rejected.

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

vi) That all articles accepted shall be paid for the **Chief Patrol Officer** at the rate of specified below (F.O.R Destination) within financial year _____.

ITEM / ARTICLE	RATE PER UNIT

vii) In case M/s. _____ makes default, in the due performance of this agreement/contract in part or full, **Chief Patrol Officer** shall be at liberty to impose and recover L.D. Charges not exceeding 0.25% per month thereof. The penalty shall be applicable only to the extent of items/articles supplied late.

viii) The **Chief Patrol Officer**, NH&MP sector E-35, shall have right to assess, demand and recover any damages suffered by the Department due to late supply of the items/articles from the supplier.

ix) The **Chief Patrol Officer**, Lines HQ sector E-35, shall be at liberty to deduct and retain the amount so assessed from the bill that may be or may become due and payable at or after the time of such failure to the M/s. _____ by the **Chief Patrol Officer**, Lines HQ sector E-35, whether by virtue of agreement or otherwise.

x) The **Chief Patrol Officer**, Lines HQ sector E-35, shall not be responsible for non-performance of this agreement due to change in law, rules and policy of the government as notified in official gazette from time to time.

xi) That all conditions laid down in the rules framed for procurement by the Government shall apply to transactions made under this contract agreement and both parties shall be bound by it.

5. This contract agreement shall be construed, and the legal relations created herein will be determined in accordance with the laws of Islamic Republic of Pakistan.

6. Any notice required under this contract agreement shall be in writing and shall be effective when received by the addressee at its given address.

7. If any term, conditions, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in the Agreement. If the parties fail to agree on such amendments, such invalid terms, condition or provision will be served from remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

8. This agreement may be amended only in writing signed by both the parties.

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

M/s. _____
CNIC no.

Chief Patrol Officer
NHMP sector E-35
Hazara Motorway

Witness 1

Witness 2