

TENDER DOCUMENTS

2015-16



CENTRAL POLICE OFFICE (C.P.O)

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INSTRUCTIONS TO BIDDER

- i. The Bidder shall carefully examine the Bidding Documents, including all instructions, forms, terms, specifications and charts/drawings.
- ii. The Police department, Government of KPK, request Tender Bids in sealed envelopes as per information required in this document. The bidder should submit Financial Proposal and Technical Proposal in two separate envelopes.
- iii. The Technical Proposal should contain all the Bid items as specified in technical proposals form at annexure “B”.
- iv. Bidders may obtain further information, if any, on the Bid from the office of the DIG/F&P, CPO.
- v. The Bids will be opened at the date, time and place as specified in tender notice in presence of bidders and samples of the item will be provided at the time of opening of technical proposals.
- vi. The Police department, Government of the KPK will not be responsible for any costs or expense incurred by Bidders in connection with the preparation or delivery of bids.
- vii. Incomplete bid documents and delayed submitted forms shall not be entertained.
- viii. The firm shall arrange physical demonstration of the item at their own cost at the place specified by the Technical Evaluation Committee.
- ix. In accordance with Khyber Pakhtunkhwa Procurements of Goods Works, and Services Rules 2014, purchasing entity has the right to accept or reject any or all bids.
- x. All prices quoted must include any Taxes applicable, i.e. Income Tax, Sales Tax or any other Tax imposed by government. If not specifically mentioned in the Quotation, then it will be presumed that the prices include all the Taxes.
- xi. The bidder will submit an affidavit on Judicial Stamp Paper attested by notary public that the firm has never been blacklisted by any Government Department.
- xii. Every page of the tender document should be signed and stamped by the Bidder.

Add: IGP/HQrs.,
For Provincial Police Officer,
Police Department



BID FORM for _____

To:
Provincial Police Officer,
Police Department,
Government of KPK,
Peshawar.

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 mentioned in this tender documents.

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

Dated this _____ day of _____ 201__

WITNESS

BIDDER (Sign + Seal)

Signature: -----

Signature: -----

Name: -----

Name: -----

Title: -----

Title: -----

Address: -----

Address: -----

CNIC #:-----

CNIC #:-----



BID SECURITY FORM

WHEREAS _____ (hereinafter called “**the Bidder**” has submitted its Bid dated _____ for the purchase of “ _____
_____”, (hereinafter called “**the Bid**”).

KNOW ALL MEN by these presents that We _____ (Name of Bank) of _____ (Name of Country) having our registered office at _____ (address of Bank) hereinafter called “the Bank”) are bound into the Provincial Police Officer, KPK, Peshawar, Pakistan (hereinafter called “the Purchaser”) in the sum of amount mentioned in CDR No. _____ date: _____, for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns, by these presents.

Sealed with the Common Seal of the Bank this _____ day of _____, 201____

THE CONDITIONS of this obligation are:

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

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

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

(NAME OF BANK)

By _____
(Title)
Authorized Representative



PERFORMANCE SECURITY FORM (Applicable in case of Bank Guarantee)

To: Provincial Police Officer,
Khyber Pakhtunkhwa,
Peshawar-Pakistan.

WHEREAS (Name of the Contractor)

Hereinafter called “the Contractor” has undertaken, in pursuance of the Bid for the purchase of hardware including “_____”, dated _____ 201____, (hereinafter called “the Contract”).

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

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

This guarantee is valid until ____ day of _____ 201____, or the warranty period.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____



1. **GENERAL TERMS & CONDITIONS**

i) **Earnest Money/Tender Security**

- A Bid bond and Bid security in the shape of a Pay Order/Bank Draft in favour of Provincial Police Officer KPK equivalent to 2% of the total cost of Bid should be submitted along with the tender.
- The Tender submitted without depositing 02% earnest money shall be rejected.
- The earnest money is refundable after finalization of the bid, in case of return of financial Bids un-opened 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 letter head addressed to Addl: IGP HQrs CPO, Peshawar.

ii) **Validity of the proposal**

All proposals and prices shall remain valid for a period up to **30th June 2016** from the closing date of 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) **Withholding Tax, Sales Tax and other Taxes**

The responding organization is hereby informed that the Government shall deduct tax at the rate prescribed under the tax laws of Pakistan, from all payments for services rendered by any responding organization who signs a contract with the Police department. The responding organization will be responsible for all taxes on transaction and/or income, which may be levied by government. If responding organization is exempted from any specific taxes, then it will provide the relevant documents with the proposal.

v) **Stamp Duty**

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

vi) **OEM relationships & Warranties**

- Hardware equipment should have warranty, including parts and labour and license (if any).
- All Management Software provided should have warranties for one year against defects/bugs as well as updates.
- The responding organization (RO) to be authorized Partner / reseller, of **THE ORIGINAL MANUFACTURER.**



vii) Supply Capabilities

Responsive Organization should clearly indicate the duration of delivery of quoted item(s) specified in Annexure-D

S #	Item	Action Item	Response time (in hours)
1		Replacement	
		Repair	
		Re-configuration	
		Backup Replacement	

viii) Compliance to Specification

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

ix) 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.

x) Liquidated damages

- a) It is of 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 favour of the Police Department, Government of KP Peshawar as stated at sub clause (d).
- b) Liquidated damages of 2% per month up to 5% of the contract price will be deducted for delayed supply/delivery of equipments the purchaser reserve the right to cancel the contract, forfeit the performance security and black list the firm.

xi) Disqualification of Bidder/Supplier

The firm in litigation with any Government Department shall be disqualified and shall be barred from participation in bidding process.

xii) Disqualification & Disbarment of Bidder

1. The purchaser shall disqualify a Bidder/Firm if it finds at any time that the information submitted concerning qualification of the Bidder was false.
2. The purchaser may debar a contractor or supplier from taking any further part in procurement proceeding or in future procurement proceedings in case the contractor or supplier or Firm: -
 - a. Forms part of a cartel with a view to discourage fair competition in the Bidding process.
 - b. Has failed to complete his earlier contract.
 - c. Offers or attempts to offer inducement of any sort.



xiii) Blacklisting of Supplier/Contractor

A firm/supplier/bidder/contractor shall be blacklisted or barred (permanently or temporarily) from participating in procurement proceedings:-

- I. The procuring entity shall disqualify/blacklist contractor or supplier if it finds at any time that the information submitted were found false.
- II. The procuring entity shall disqualify/blacklist contractor or supplier if it finds at any time that the information submitted was materially inaccurate or incomplete and the supplier or contractor fails to remedy such deficiencies promptly.
- III. The procuring entity shall disqualify/blacklist contractor or supplier if it finds at any time that the bidder forms part of cartel with a view to discourage fair competition in the bidding process.
- IV. The procuring entity shall disqualify/blacklist contractor or supplier if he fails to complete his earlier contract within stipulated time.
- V. The procuring entity shall disqualify/blacklist contractor or supplier if he offers or attempts to offer inducement of any sort.
- VI. The procuring entity shall disqualify/blacklist contractor or supplier if he fails to supply goods, works and services according to approved specification within stipulated time.

Procedure

1. In event of any default the Chairman Departmental Purchase Committee shall issue a notice to the defaulter firm/supplier/bidder/contractor to fulfill the requirements of contract within 07 days.
2. In the case of non-compliance of the Notice issued as above the Chairman Departmental Purchase Committee shall issue a show cause notice to the defaulter firm/supplier/bidder/contractor to explain his position within 07 days whatever the case may be.
3. The firm/supplier/bidder/contractor will be provided an opportunity of personal hearing to explain/add anything relating to subject matter in his defense.
4. If the firm fails to submit reply or the reply submitted was not found satisfactory by the Departmental Purchase Committee, proceeding against the firm/supplier/bidder/contractor shall be initiated and the Committee shall declare the firm/supplier/bidder/contractor as blacklisted (permanently or temporarily).

Provided further if the firm/supplier/bidder/contractor fails to submit its reply in due course of time, ex-parte proceeding shall be initiated against the firm/supplier/bidder/contractor.

xiv) Delivery Time

90 Days after issuance of purchase order.

xv) Mode of payment

- a. Advance payment may be considered on the request of the successful Firm/Bidder in accordance with the Government Rules.
- b. The Firm shall provide mode of advance payment.
- c. 100% after supply of item(s)/equipment(s) and successful testing on site.



xvi) Execution/Delivery

Execution / Delivery of all the items of the Bid will be at Malik Saad Shaheed Police Lines Peshawar.

xvii) Tender Security/Performance Bond

- The successful Bidder will have to deposit 10% security of the amount of contract, in the form of CDR, Pay order, Bank Guarantee or Bank Draft, to the satisfaction of DIG Finance & Procurement CPO, Peshawar. The same will be returned on due completion of the contract and warranty period.
- Release of performance guarantee will be after completion of warranty period.

xviii) Financial Proposal

- Date of opening of the Financial Proposals will be announced separately. The proposal of only those Bidders will be considered / opened which are declared qualified after Evaluation of Technical Bids and upon fulfilling all the conditions by the Purchase Committee. Further enquiry can be made from DIG / F&P, CPO, on Telephone No.091-9211066.
- Conditional Tenders / Bids will not be acceptable.
- Authority Letter from Principal Company for product and vender authentication shall be provided with the bid.
- Police department reserves the right to increase or decrease the scope of work/number of items without assigning any reason.

xix) Contacting the Purchaser

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.



2. MODE OF DELIVERY AND ADDRESS

Technical & Financial proposals (2 copies each) should be submitted by _____ at _____ the address given below:-

**Office of Addl: IGP HQrs Central Police Office,
Sahibzada Abdul Qayyum Road,
Khyber Pakhtunkhwa Peshawar
Tel # 091-9210345, Fax # 091-9223442**

- (i) The technical proposals will be opened on the same day at 10:00 am at the same address. The responding organization shall deliver 2 (two) copies of the technical & financial proposal each copy being physically separated, bound, sealed and labeled as “**TEHNICAL PROPOSAL**” and “**FINANCIAL PROPOSAL**” (One Original and one copy), labeled as such on their respective envelopes. The Bid security of 2% of the offer in shape of Bank guarantee or Pay Order shall be enclosed in the envelope marked “**FINANCIAL PROPOSAL**” without the financial proposal shall not be considered and Bid shall be rejected.
- (ii) Proposals shall be dropped in the sealed tender box kept in the office of DIG Finance and Procurement up to 09:30 am. Samples/Brochures should however be delivered by hand or courier so as to reach the address given above by the last date indicated for submission. **PROPOSALS RECEIVED BY FAX OR EMAIL SHALL NOT BE ACCEPTED.**
- (iii) **Submission of Proposal**
The complete proposals should be submitted by _____ am on _____ at the address given in 2(ii) above.
The format of submission of proposal is attached as Annexure-B and Annexure-C.

Please provide original brochures and samples of all the items proposed.

*CNIC copies of Owner/Authorized person along with witness should be enclosed.
(Please provide photocopies of relevant documents).*

(iv) Opening of Proposals

The proposals submitted against this RFP will be opened on date mentioned above at 10:00 am in front of the **Purchase Committee** of Khyber Pakhtunkhwa Police.



EVALUATION METHODOLOGY

i. Initial examination to determine substantial responsiveness:

- i. The Departmental Purchase Committee shall cause an initial examination of the tenders submitted in order to determine their substantial responsiveness.
- ii. The following factors shall be considered:-
 - a) Whether the Tenderer meets the eligibility criteria laid down in the tender documents.
 - b) Whether tender form has been duly signed.
 - c) Whether the requisite earnest money has been deposited.
 - d) Whether the tender is substantially responsive to requirement set out in the bidding documents including the testing of samples where required.
- iii. Tender found to be substantially unresponsive on initial examination shall be rejected.

ii. Evaluation and Comparison of Technical and Financial Bids

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

To conform, the approved specifications, the evaluation criteria of Bids will be based on the technical expert's 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.

iii. Evaluation Criteria and Comparison of Bid

The Technical and Financial Bids shall be evaluated on the basis of following parameters.

S.#	Headings	Marks	Evaluation Parameters	
1	Technical Proposal	100		
1A	Hard Specification	10	Compliance with tenders manual	5
			Brochures of quoted models attached	5
1B	Support Capabilities	10	After Sale Service (Warranty)	6
			List of support Team	2
			List of Services Centers	2
1C	Financial Capabilities	10	Annual Turn Over/Auditible Accounts of the firm	3
			Company history in the business	3
			Affidavit/undertaking that the firm has never been black listed	4
1D	Relevant Experience	10	Minimum three work orders for the supply of the quoted hardware/equipment (Preferably in government organizations)	10
1E	Demonstration/Test/Trial	60	Standardization/Proximity to required standards	10
			Test/Trial/Demonstration	50

iv. Scoring system of Technical and Financial Evaluation

Financial bids of firms who score at least 70% on the technical evaluation (as a whole) will be opened before the representatives who wish to attend the tender opening. Marks below 70% will be considered as disqualified and their financial proposals will be returned without opening.

Tender shall be awarded only to a Tenderer qualified in accordance with the criteria set out in tender documents, whose bid has been determined to be responsive to the tender documents and who has offered the reasonable lowest price.



The decision of this Committee will be binding on all concerned and will in no case be challengeable in any forum.

v. Information Required

A General

- 1 Name of Bidder
- 2 No of Years in business in Pakistan
- 3 No of Offices locations in Pakistan
- 4 Annual Turnover (Million Rs.)
- 5 Value of projects in hand (details may be given)
- 6 Year of Incorporation
- 7 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
- 9 Details of Registered Head Office (Address, Phone, Facsimile, Email and Website information)

vi. Coding of Samples

The samples provided by different firms shall be allotted codes to conceal their identity/nexus with firms. The coding is purported to ensure transparency in the Technical evaluation. The coded samples along-with Technical Evaluation Parameters should be sent to Technical Evaluation Committee.

vii. Opinion of Analytical LABS

The Technical Committee shall examine the coded samples provided by the intending bidders. The Technical Committees consult Analytical Labs through Logistics Branch CPO to ascertain the composition/genuineness of different samples and their closeness to the prescribed specifications.

viii. Evaluation (Test/Trial) Expenditure

The Bidder/Firm shall be liable for all expenses pertaining to Test/Trial during Evaluation process.

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

The Purchaser reserves the right to accept or reject the Bid in accordance with the Khyber Pakhtunkhwa Goods Works and Services Rules 2014 and to annul the bidding process at any time prior to award of Contract, without incurring any liability to the Bidder or any obligation to inform the Bidder of the grounds for the Purchaser's action.



x. Agreement between Purchaser and Supplier

An Agreement deed shall be executed between supplier and procuring entity. The Agreement deed shall contain the following information:-

- i. The Contract/Agreement shall be signed within 30 days after financial bid opening.
- ii. A Notice of award of contract shall be given to other contractors or bidders.
- iii. Description of procured goods with specification clearly mentioning quantity, approved unit price, total cost of contract (both in figures & words) and delivery period.
- iv. The quantum of penalty to be imposed on the supplier on account of delay in supplies shall be explicitly mentioned.
- v. Place of delivery.
- vi. Warranty / Guaranty of the supplied goods/services shall be explicitly mentioned.
- vii. Any other term/condition mutually agreed between both parties.

A SAMPLE AGREEMENT DEED IS ANNEXED “A”

Review:

- a. A review application shall be submitted to Provincial Police Officer in case a Bidder or Supplier feel aggrieved by the order of Departmental Purchase Committee before the procurement contract entered into force.
- b. The applicant shall not be entitled to modify the review application after its submission.
- c. The reviewing authority shall not entertain an application, unless it has been submitted within 10 days from the financial opening.
- d. The reviewing authority shall not entertain a complaint, after the procurement contract entered into force.
- e. The reviewing authority shall decide the application within 20 days.
- f. The decision of the reviewing authority shall be final and shall not be called in question in any Court of Law.



DEFINITIONS

In this Contract, the following terms shall be interpreted as indicated:

- **“Bid”** means a Tender or an offer, in response to an invitation, by a person, Consultant, Firm, Company expressing his or its willingness to undertake a specified task at a price.
- **“Corrupt and fraudulent Practice”** includes the offering, giving, receiving or soliciting of anything of value to influence the action of a public official or the supplier or contractor in the procurement process.
- **“Contractor”** means the individual or firm whose Bid has been accepted by the Purchaser and the legal successors, in title to the Contractor.
- **“Contract”** means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- **“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.
- **“Contractor Value”** means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract, which is properly apportionable to the Software or Services in question.
- **“Lowest Evaluated Bid”** means a Bid most closely conforming to the evaluation criteria and other conditions specified in the Bidding document: and having lowest evaluated cost.
- **“Purchaser”** means the Khyber Pakhtunkhwa Police Department, Government of the Khyber Pakhtunkhwa, Peshawar – Pakistan.
- **“RO”** means Responding Organization/ Bidder Firm.
- **“RFP”** means Request for Proposal.
- **“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.

The expressions used but not defined in these documents shall have the same meanings as are assigned to them in the Khyber Pakhtunkhwa Procurement of Goods, Works and Services Rules 2014.



SAMPLE AGREEMENT

Contract Agreement No. /CA/ , dated / /20 .
FOR THE SUPPLY OF

1. This contract agreement is made and entered into on ____ / ____ /20 ____ by and between.
- i) **Provincial Police Officer, KPK** Central Police Office, Sahibzada Abdul Qayyum Road, Peshawar, hereinafter referred as Purchaser, which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns officers delegated to perform functions procurements for and on behalf of various units of KPK Police department of ONE PART.
- AND
- ii) **M/S** _____ 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 Provincial Police Officer, KPK is entrusted with responsibility of procurement of item/articles during current financial year 2015-16 as per description, with specification and quantity, given below:-

S #	Description of Articles with Specification	Delivery Period

3. AND WHEREAS, the Provincial Police Officer, Khyber Pakhtunkhwa, in accordance with Procurement of Goods works and Services Rules, 2014 as adopted by Government of Khyber Pakhtunkhwa vide notification No. SO (FR)/FD/9-7/2013 dated: 03.02.2014.
4. That **M/S** _____ participated in the response of open tenders, floated by PPO Khyber Pakhtunkhwa, by submitting technical and financial bids, after necessary evaluation of the item/articles described above; the Departmental Purchase Committee opened the financial bids in front of all bidders on _____.
5. That the rates offered by **M/S** _____ for the item/articles as shown and given above. Therefore, on the recommendation of Departmental Purchase Committee, the PPO Khyber Pakhtunkhwa has accorded approval to place purchase/procurement order with **M/S** _____ on terms and conditions specified below:-

NOW THEREFORE PARTIES HEREBY AGREE FOLLOWS

- i) That **M/S** _____ shall supply products/items, Articles described and specified along with quantity the above within _____ **-Days** from the date of signing of this agreement.
- ii) That the delivery shall be made at _____, Khyber Pakhtunkhwa Peshawar between 0900 hours to 1600 hours on working days only.



ANNEXURE “A”

- iii) That every article shall be made and finished in all respects to entire satisfaction of Departmental Inspection Committee which shall be at liberty to reject any item/article or part thereof if it is not in accordance with approved sample and specification mentioned in the tender documents submitted by supplier at the time of bidding, and evaluated and approved for this purchase order and such rejection shall be final.
- iv) That no appeal or review will be permissible against the decision of inspection committee.
- v) That the **Addl: IGP/HQrs., CPO, Khyber Pakhtunkhwa, Peshawar**, shall give written receipt signed by him giving out complete details, exhibiting the number of items/articles delivered and the number of items/articles accepted and rejected, and such receipts shall be conclusive evidence of the acceptance and rejection of the number of articles as accepted and rejected.
- vi) That all articles rejected shall be taken back and removed by the M/S and nothing shall become due or recoverable by the M/S in respect on account of items/articles so rejected.
- vii) That all articles accepted shall be paid for the **Addl: IGP/HQrs., CPO, Khyber Pakhtunkhwa, Peshawar**, at the rate of specified below (F.O.R. Destination) within Financial year 2015-16.

S #	Name of Item/Article	Quantity/Number	Rate Per Unit in PKR (Figures and words)	Total Amount in PKR (Figures and words)

- viii) In case M/S make default, in the due performance of this agreement/contract in part or full, **Addl: IGP/HQrs., CPO, Khyber Pakhtunkhwa, Peshawar**, shall be at liberty to impose and recover L.D. Charges not exceeding 2% per month thereof. The penalty shall be applicable only to the extent of items/articles supplied late.
- ix) The **Addl: IGP/HQrs., CPO, Khyber Pakhtunkhwa, Peshawar**, shall have right to assess, demand and recover any damages suffered by Police Department due to late supply of the items/articles from the supplier.
- x) The **Addl: IGP/HQrs., CPO, Khyber Pakhtunkhwa, Peshawar**, shall be at liberty to deduct and retain the amount so assessed from the bill that may be or may become due and payable at or after the time of such failure to the M/S by the said **Addl: IGP/HQrs., CPO, Khyber Pakhtunkhwa, Peshawar** whether by virtue of agreement or otherwise.
- xi) The Addl: IGP/HQrs CPO Khyber Pakhtunkhwa Peshawar shall have the right to terminate or rescind the Contract any time if the supplier failed to complete the supply within the stipulated period or according to specification.
- xii) The PPO KPK shall not be responsible for non-performance of this agreement due to change in law, Rules and Policy of the agreement as notified in official gazette from time to time.
- xiii) 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.



ANNEXURE "A"

- xiv) That all terms & conditions laid down in tender documents 2015-16 of Khyber Pakhtunkhwa Police shall be applicable to the contractor in letter & spirit.
6. This Contract Agreement shall be construed, and legal relations created herein will be determined in accordance with the laws of Islamic Republic of Pakistan.
7. Any notice required under this contract agreement shall be in writing and shall be effective when received by the addressee at its given address.
8. If any term, conditions, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall Endeavour 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, conditions or provisions will be served from remaining terms, conditions and provisions, which will be continue to be valid and enforceable to the fullest extent permitted by law.
9. This agreement may be amended only in writing signed by both the parties.
10. Partial delivery partial payments allowed after successful inspection / testing at Centralized Godown in Malik Saad Shaheed Police Lines Peshawar.
11. The item is warranted for a period of 1 year.
12. 2% Bid guarantee will be enhance to a value of 10% to cover the Performance guarantee and should be released after the successful performance and delivery of vehicles.
13. The Firm is liable to pay stamp duty @ 1% at the time of contract if applicable.
14. Deduction of Income Tax will be made on the prescribed rates.
15. Any other Tax imposed by the Government before the period of delivery shall be borne by the firm.
16. IN WITNESS WHEREOF, the parties have executed this agreement on the date set forth above.

Purchaser

**Addl: IGP/Headquarters,
Khyber Pakhtunkhwa Peshawar**

Supplier

Name :
Designation :
CNIC No :

Witness by Purchaser

**DSP/Finance & Procurement
CPO Peshawar**

Witness by Supplier

Name :
F. Name :
CNIC No :



Technical Proposal Form

Bidder's Profile		
Name		
Official Address		
Telephone(s) No.		
Official Fax No.		
GST Registration No.		
Income Tax Reg. No.		
Sr. No.	Quoted Hardware/Equipment Specifications	Supply During (in Months)
1		

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

BIDDER (Sign + Seal)

