



## **TENDER DOCUMENTS**

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- 1. PURCHASE OF MACHINERY/ EQUIPMENTS FOR VARIOUS JAILS UNDER THE SCHEME “IMPROVEMENT OF EXISTING POLITICAL LOCK UPS (SUB JAILS) AND PROVIDING ARMS & AMMUNITIONS ALONGWITH OTHER NECESSARY EQUIPMENT’S” AIP NO.2019-20-RO71.**

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### **INSPECTORATE GENERAL OF PRISONS GOVERNMENT OF KHYBER PAKHTUNKHWA**

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

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## GENERAL INSTRUCTIONS

1. The Inspectorate General of Prisons Khyber Pakhtunkhwa requests Tender Bids in sealed envelopes for the equipment mentioned in this document. Proponents applying for bids should submit two sealed separate proposals i.e. Financial Proposal and Technical Proposal in separate envelopes or in one sealed Envelope. The outer envelope should clearly indicate Supply of equipment/items”
2. The Technical Proposal should contain all the bid items without quoting the price and must list the documents/records that justify the legal, financial, managerial competency, capacity and capability of the firm/vender for completing the assignment.
3. The bidding documents can be obtained during office hours during working days from the office of the Inspector General of Prisons Khyber Pakhtunkhwa Peshawar free of cost or can be downloaded from the Prisons website of <http://www.prisons.kp.gov.pk> or **KPPRA official website till 15<sup>th</sup> May, 2020 up to 10 AM.**
4. Financial Bids must be accompanied with call deposit/earnest money (refundable) in the shape of Call deposit Receipt (CDR) / Bank Draft in favor of the Inspector General of Prisons, Khyber Pakhtunkhwa equal to two percent (02%) of total bid amount for each lot of items. The bids must be sent to the Inspector General of Prisons, Khyber Pakhtunkhwa, till **15<sup>th</sup> May, 2020 up to 11 A.M.** Technical bids will be opened on the **same day at 11.45 A.M** by the Procurement Committee in the Committee Room of IG Prisons Office in the presence of the bidders or their authorized representatives who opt to be present.
5. Financial bids of only those firms/suppliers will be opened on a date to be notified later who qualify the technical criteria.
6. Any bid not received as per terms and conditions laid down in this document is liable to be ignored.
7. No offer shall be considered if:
  - a. Received without earnest money;
  - b. It is received after the date and time fixed for its receipt;
  - c. The tender document and the bid is unsigned;
  - d. The offer is ambiguous;
  - e. The offer is conditional i.e. advance payment, or currency fluctuations etc.;
  - f. The offer is from blacklisted firm in any Federal / Provincial Government Department; and
  - g. The offer is for store / items not conforming to the specifications indicated in the tender enquiry.
8. The Inspectorate General of Prisons Khyber Pakhtunkhwa, will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

9. The Committee reserves the right to accept or reject one or all the tenders partially or wholly by assigning reason(s).
10. If the Contractor is found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Competent Authority, at any time, without prejudice to any other right of action / remedy it may have, blacklist the Contractor, either indefinitely or for a stated period, for future tenders.
11. All prices quoted must include all Taxes applicable, such as GST, Income Tax, and Service Tax etc. If not specifically mentioned in the Quotation, it will be presumed that the prices include all the taxes.
12. Failure to supply items within the stipulated time period will invoke penalty as specified in this document. In addition to that, 02% Call Deposit amount will be forfeited and the company will not be allowed to participate in future tenders as well.
13. The offer will remain valid for six months from the date of opening of the tender.

## SPECIAL INSTRUCTIONS.

1. Any conditional, ambiguous or incomplete offer in any respect shall be ignored. No supplementary or revised offer for the opening of the tender shall be entertained.
2. The bidders are required to submit samples of the items required if the demanded by the competent authority.
3. Any erasing / cutting / crossing etc. appearing in the offer, must be signed by the person signing the tender. Moreover all pages of the tender must be signed. Offers with any overwriting shall in no circumstances be accepted.
4. Guarantee and warranty certificates should be submitted at the time of delivery of goods/items etc.
5. The Invitation for Bid is open to the firms based in Pakistan representing with registered office in Pakistan.
6. At any time prior to the deadline for submission of bid, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, modify the bidding documents.
7. The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder shall be written in the English language. Any printed literature furnished by the bidder may be written in another language, provided this literature is accompanied by an English translation, in which case, for the purposes of interpretation of the bid, the English translation shall govern.
8. The bidder shall complete the Bid Form duly signed by the authorized personnel along with the stamp of the company and all the Schedules furnished in the bidding documents.
9. Prices quoted by the bidder shall remain fixed and valid till 30<sup>th</sup> of June 2020 or completion of the Contract performance whichever comes later and will not be subject to variation on account of escalation.
10. The bidder shall submit the bid, completed in all respect with signed tender documents along with the separate Technical & Financial Bids in an inner and an outer envelope. The outer envelope shall be:
  - a. Addressed to the “ Inspector General of Prisons, Khyber Pakhtunkhwa, Peshawar  
Tel. No. 091-9210937- 9210334
  - b. bear the following identification:

**“1. PURCHASE OF MACHINERY/ EQUIPMENTS FOR VARIOUS JAILS UNDER THE SCHEME “IMPROVEMENT OF EXISTING POLITICAL LOCK UPS (SUB JAILS) AND PROVIDING ARMS & AMMUNITIONS ALONGWITH OTHER NECESSARY EQUIPMENT’S” AIP NO.2019-20-RO71**

11. The inner envelope shall indicate the name, address and phone number of the bidder to enable the bid to be returned unopened in case it is declared “Late” or ineligible.
12. The bidder may modify or withdraw his bid after its submission, provided that written notice of the modification or withdrawal is received by the Department prior to the deadline prescribed for submission of bid.
13. The bid may not be withdrawn in the interval between the deadline for submission of bid and the expiration of the period of bid validity specified by the bidder on the Bid Form. Withdrawal of a bid during this interval may result in the bidder’s forfeiture of the bid security.
14. The bid shall be opened by the competent authority in the presence of the bidder or his authorized representative who opt to attend at the time, date and venue specified above. The bidders or their authorized representatives present shall sign the attendance sheet evidencing their attendance.
15. The bidder's name, bid price, modifications, bid withdrawal, and the presence or absence of the requisite bid security, and such other details as the department, at its discretion, may consider appropriate will be announced and recorded at the time of opening.
16. To assist in the examination, evaluation and comparison of bid, the Technical Officer may, at his discretion, ask the bidder for a clarification of its bid. All responses to requests for clarification shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the evaluation of bid.
17. The bid determined as not substantially responsive will be rejected by the department and may not subsequently, be made responsive by the bidder by correction or withdrawal of the non-conforming deviation or reservation.
18. The Committee may waive any minor informality or non-conformity or irregularity in the bid
19. It will be examined in detail whether the Goods offered by the bidder comply with the Specifications of the bidding documents. To facilitate this, the Goods specification will be reviewed. Technical features/criteria of the Goods detailed in the Specifications will be compared with the bidder's Goods Data submitted with the bid. Other technical information submitted with the bid will also be reviewed

20. Only the technically responsive and graded offers will be considered for financial comparison.
21. The Purchaser will determine to its satisfaction whether the successful bidder has offered Service at reasonable prices consistent with the current prevailing market prices and is qualified to satisfactorily perform the Contract.
22. The determination will take into account the bidder's financial, technical and production capabilities. It will be based on an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, as well as such other information as the Purchaser deems necessary and appropriate
23. The Department will award the Contract to the bidder if its bid has been determined to be substantially responsive to the bidding documents and consistent with the current prevailing market prices as determined by the Purchaser, provided further that the bidder is determined to be qualified to satisfactorily perform the Contract.
24. The Department reserves the right at the time of award of Contract to increase or decrease the quantity of Service specified in the Specifications, without any change in unit prices or other terms and conditions.
25. Prior to the expiration of the period of bid validity, the department will notify the bidder in writing by letter that its bid has been accepted. This letter is termed as Letter of Acceptance.
26. Within three (3) days of the receipt of the Letter of Acceptance from the department, the bidder shall furnish the performance security, in accordance with the Conditions of Contract.
27. After the acceptance of performance security by the department, the Department will send to the successful bidder the Contract Form incorporating all agreements between the two parties which will subsequently be signed.
28. 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.
29. The payment will be made after the successful delivery and installation of stores and satisfactory inspection report of the Inspection Committee.
30. Delivery time will be 15 days from the receipt of letter of acceptance.
31. All currency in the proposal shall be quoted in Pakistan Rupees (PKR).
32. The bidder will fill and sign the certificate as on the next page.

CERTIFICATE

We, [Name and Address of the Bidder], do hereby declare on solemn affirmation that:

- I. We have not been black listed from any Government Department / Agency.
- II. We acknowledge that we have read, understood and accepted the Tender Document along with all terms and conditions specified above in the tender document.
- III. We understand that the Purchaser shall have the right, at his exclusive discretion, to require in writing, further information or clarification of the Tender, from any or all the bidders.
- IV. We understand that the Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s), accept / reject any or all tender(s), cancel / annul the Tendering process at any time prior to award of Contract, by assigning reason to inform the bidder of the grounds for the Purchaser's action, and without thereby incurring any liability to the bidder and the decision of the Purchaser shall be final.
- V. We certify that the prices quoted to the Prisons Inspectorate against Tender Items\_\_\_\_\_, are not more than the prices charged from any other Purchasing Agencies in the country and in case of any discrepancy, the bidder hereby undertakes to refund the prices charged in excess.

Dated \_\_\_\_\_ day of 2020.

TENDERER

Signature \_\_\_\_\_  
CNIC # \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

WITNESSES

Signature \_\_\_\_\_  
CNIC # \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_

Signature \_\_\_\_\_  
CNIC # \_\_\_\_\_  
Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Address \_\_\_\_\_



BID FORM

For \_\_\_\_\_

To  
The Inspector General of Prisons,  
Khyber Pakhtunkhwa 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 \_\_\_\_\_ 2020

\_\_\_\_\_  
Bidder (Sign + Seal)

Witness

Signature	_____	Signature	_____
Name	_____	Name	_____
Title	_____	Title	_____
Address	_____	Address	_____
CNIC	_____	CNIC	_____

PERFORMANCE SECURITY FORM

(Applicable in case of bank guarantee)

To  
The Inspector General of Prisons,  
Khyber Pakhtunkhwa Peshawar.

**WHEREAS** \_\_\_\_\_ (Name of Contractor),  
hereinafter called “the Contractor” has undertaken, in pursuance of the bid for the purchase of items  
mentioned in the tender documents dated \_\_\_\_\_ 2020, (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 ground or reasons for  
your demand or the sum specified therein.

This guarantee is valid until \_\_\_\_\_ of \_\_\_\_\_ 2020, or the warranty period.

**Name of Guarantor**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_

Seal \_\_\_\_\_

# EVALUATION CRITERIA AND COMPARISON OF BID

The Technical Bids will be evaluated on the basis of following parameters and each bidder should clearly indicate the following in separated annexure duly labeled. In case the following information was missing the marks will not be given to the firm. No telephonic clarifications will be made and no additional documents will be entertained after the due date of technical proposal opening of the bids.

S.#	Headings	Marks	Evaluation Parameters	
1	Technical Proposal	100		
1A	Hard Specification	30	Compliance with tenders manual	20
			Brochures of quoted models attached	10
1B	Support Capabilities	30	After Sale Service (Warranty)	10
			List of support Team	10
			List of Services Centers	10
1C	Financial Capabilities	15	Annual Turn Over/Auditable Accounts of the firm	5
			Company history in the business	5
			Affidavit/undertaking that the firm has never been black listed	5
1D	Relevant Experience	15	Minimum three work orders for the supply of the quoted hardware/equipment (Preferably in government organizations)	15
1E	Demonstration/Test/Trial	10	Standardization/Proximity to required standards	5
			Test/Trial/Demonstration	5

The bid not obtaining minimum qualifying score of 70 out of 100 shall not be considered for financial evaluation and their financial proposals shall be returned unopened.

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

## 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)

# SAMPLE CONTRACT AGREEMENT

1. This contract agreement is made and entered into on \_\_\_\_\_, 2020 by and between.

- (i) **Inspector General of Prisons Khyber Pakhtunkhwa**, 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 its various units of ONE PART.

AND

- (ii) \_\_\_\_\_

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 **Inspector General of Prisons Khyber Pakhtunkhwa** is entrusted with responsibility of procurement of item / articles during Current Financial Year as per description, with specification and quantity, list attached.

3. AND WHEREAS, the **Inspector General of Prisons Khyber Pakhtunkhwa** in accordance with Procurement of Goods works and Services 2014 adopted by Government of KPK 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 Project Director /Inspectorate General of Prisons KPK, by submitting technical and financial bids, after necessary evaluation of the item / articles described above; the Procurement 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 attached, were found to be lowest' offered in comparative terms with the rates of other bidders participating in the process. Therefore, on the recommendation of Procurement Committee, the Project Director /Inspectorate General of Prisons, Khyber Pakhtunkhwa has accorded approval to place purchase / procurement order with M/s. on terms and conditions specified below:-

## NOW THEREFORE PARTIES HEREBY AGREE AS FOLLOWS

- (i) That M/s. \_\_\_\_\_ shall supply products/items; articles described and specified along with quantity the above within 45 days from the date of signing of this agreement.
- (ii) That all deliveries shall be made at specified Offices throughout in KPK, in the official time on working days only.
- (iii) That every article shall be made and finished in all respects to entire satisfaction of Inspection Committee which shall be at liberty to reject any item/ article or part thereof if it is not in accordance with approved sample and specification mentioned in the tender documents submitted by supplier at the time of bidding, and evaluated and approved for this purchase order and such rejection shall be final. The no appeal or review will be permissible against the decision of Inspection Committee.
- (iv) That the **Inspector General of Prisons, KP** shall give written receipt signed by him giving out complete details. Exhibiting the number of items/ articles delivered and the number items/

articles accepted and rejected, and such receipts shall be conclusive evidence of the acceptance and rejection of the number of articles specified as accepted and rejected.

- (v) That all articles rejected shall be taken back and removed by the M/s. \_\_\_\_\_ and nothing shall become due or recoverable by the M/s. \_\_\_\_\_ in respect on account of items/articles so rejected.
  - (vi) In case **M/ s. \_\_\_\_\_** make default, in the due performance of this agreement/contract in part or full, **Inspector General of Prisons KPK**, 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.
  - (vii) The **Inspector General of Prisons KPK**, shall have right to assess, demand and recover any damages suffered by Prisons Department due to late supply of the items/ articles from the supplier.
  - (ix) The **Inspector General of Prisons KPK** 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.
  - (x) The **Inspector General of PrisonsKPK** shall not be responsible for non-performance of this agreement due to change in law, rules and policy of the government as notified in official gazette from time to time.
  - (xi) That all conditions laid down in the rules framed for procurement by the Government shall apply to transactions made under this contract agreement and both parties shall be bound by it.
6. This contract agreement shall be construed, and the legal relations created herein will be determined in accordance with the laws of Islamic Republic of Pakistan.
7. Any notice required under this contract agreement shall be in writing and shall be effective when received by the addressee at its given address.
8. If any term, conditions, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall 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, 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.

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

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

\_\_\_\_\_  
Inspector General of Prisons  
Government of KPK

**Witness-1**  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
CNIC \_\_\_\_\_

**Witness-2**  
Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
CNIC \_\_\_\_\_

**LIST OF REVENUE ITEMS TO BE PURCHASES UNDER AIP-2019-20-R071, FOR 15 NO SUB JAILS IN NMDs (Newly Merged Districts)**

S. #	Detail of particulars	Specifications	Quantity
1	Patient Bed Semi Folar with Foot Step	Standard Size Length 06 Feet, Width 3-1/2 06 Inch Wheel	30 no
2	Bed Side Locker Pak Made	Standard Size	30 no
3	Steel Almirah	Size-Large. Best Quality	60 no
4	Scale for Store	Size –Large-Best Quality.	15 no
5	Key/Cash Chest	Medium Size-Best Quality. Steel made	15 no
6	Carpet	Best Quality Carpet, for offices in 15 no Jails. Newly Merged Districts in Khyber Pakhtunkhwa Providing and fixing.	Per SFT
7	Curtains	Best Quality, for offices in 15 no Jails. Newly Merged Districts in Khyber Pakhtunkhwa Complete Job including cloth, stitching, fixing at site with bracket, rod and other required accessories. Complete Job	Per SFT
8	Wall Paneling	Complete Job including providing & fixing of good quality paneling in offices in 15 no Jails Newly Merged Districts in Khyber Pakhtunkhwa	Per SFT
9	False Ceiling	Providing and fixing of false ceiling made of Plaster of Paris (Gypsum) as per requirement including LEDS in offices in 15 no Jails in Newly Merged Districts in Khyber Pakhtunkhwa	Per SFT
10	B.P Apparatus Mercury/Ordinary	B.P Mercury Table Top .Imported Good Quality	15
11	B.P Apparatus Mercury/Stand Mounted	Five Wheel Steel Base. Imported Good Quality	15
12	Thermal Scanner/Thermometer	Imported Good Quality	15
13	Glucometer Free Style	Life Time Warranty	15
14	First AID Box	Plastic Box Sizes(6x12) and (7x14)including dressing scissors, needled holder,PLM for – CP,Pyodine,Spirit,BP set,Stethoscope,thermometer,surgical tape,syringe,lorap bandage,needles,cotton roll, bandage.	15
15	Surgical kit	PLM for—CP,Tooth for—CP,needle holder(different sizes),scissors(different sizes),kidney tray,bowl,instrument tray,L.retater,Artery for—CP.	15
16	ECG Machine 3 Channels Portable	1 Year Warranty/Interpotation result, Standard 12 Leads, Sensitivity 2.5,5,10,20,40 Auto(mm/mv), CMMR 120dB (with AC filter), Frequency Response 0.05-160Hz, Lead Acquisition =12 bit/1000 Hz.Imported Good Quality	15
17	Refrigerator with Stabilizer	PAK Made. Good Quality with Imported Compressor (100% copper), 03 years compressor warranty. Size 10 cubic feet.	15

		For Stabilizer: 2000 watts.100% copper. PAK made. Best quality.01 year warranty.	
18	Electric Geyser	Capacity of 35 Gallons. PAK made with 03 years warranty. Imported Thermostat, 16 gauge tank sheet. Good Quality.	90
19	Electric Room Heater	Imported .Good Quality.2000 watts.100 % copper.	30
20	Electric Water Cooler with Stabilizer	85 liters capacity.PAK made with imported Compressor (100 % copper) with 03 years warranty. Good Quality. For Stabilizer: 4000 watts.100% copper.PAKmade.best Quality. 01 year warranty	60
21	Bracket Fans	Large size.100 5 copper. With 03 years local warranty.	90
22	Ceiling Fans	Size 56 inch.100 % copper. With 03 years local warranty.	300
23	Exhaust Fans	Size 12 inch.100 % copper .With 03 years local warranty.	150
24	Electrician Kit	Complete KIT with all accessories.	15
25	Split Airconditioner,DC Inverter(Hot&Cool) Reversible, 1.5 Ton	Inverter-1.5 tons. (Hot & Cool) Reversible, latest Model 2020, 100% Copper-Imported Compressor with 03 years warranty.	45
26	LED 55 inches	Type: Full UHD 4k LED, Screen resolution :3840x2160,USB:HDMI:Ethernet(LAN):WIFI,Power Consumption max:150 Power Requirements:100-240 V,AC:50-60 Hz One Year warranty.	45