



SPECIAL SECURITY UNIT (SSU) SINDH, KARACHI

PROCUREMENT

OF

“UNIFORMS AND PROTECTIVE CLOTHING ARTICLES”

Financial Year 2015-16

Bid Document No. _____

Name of the article: _____

Participating Firm: _____

Contact No. _____

Tendered quantity of the article: _____

Date of bid submission: _____



**OFFICE OF THE
ASSISTANT INSPECTOR GENERAL OF POLICE,
SECURITY SINDH, KARACHI**

Tel: 021-99243864 Fax: 021-99243865
email: ssu.sindh@gmail.com



No. AIGP/SSU/GNBR/1181/2016, Dated: 03-03-2016


The director,
Admin & Finance, SPPRA
Govt. of Sindh,
Block No. 8, Sindh Secretariat No. 4-A,
Court Road, Karachi.

Subject: **HOISTING OF BIDDING DOCUMENTS FOR THE TENDER OF
CLOTHING ARTICLES OF SPECIAL SECURITY UNIT (SSU) SINDH
KARACHI**

Enclosed please find herewith Bidding Document and draft Notice Inviting Tender (Instructions) for the hoisting on the SPPRA website. Detail of the documents is as follow:

S.No.	Description	Quantity of Pages
01	Bidding Document	50 Pages
02	Draft NIT (Instructions)	01 Page
03	Annual Procurement Plan	01 Page
04	Committee Order	01 Page
05	Redressal of Grievances and settlement of dispute committee order	01 Page
Total		54 Pages

It is therefore requested that aforementioned documents may please be hoisted at SPPRA website (www.pprasindh.gov.pk).


Lt (R) Maqsood Ahmed) PSP
Assistant Inspector General of Police,
Security
Sindh, Karachi

Copy to:
Director IT CPO for hoisting on police website:

GNBR/3/5



**OFFICE OF THE
ASSISTANT INSPECTOR GENERAL OF POLICE,
SECURITY SINDH, KARACHI**

Tel: 021-99243864 Fax: 021-99243865
email: ssu.sindh@gmail.com



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-sd-

Lt (R) Maqsood Ahmed) TI, PSP
Assistant Inspector General of Police,
Security
Sindh, Karachi

Copy to:

1. The Director IT CPO Sindh, Karachi

NOTICE INVITING TENDER

1/- The Police Department Government of Sindh, invites sealed Tenders from eligible Bidders / Firms registered with, Sindh Sales Tax and Income Tax Department for the Clothing articles of Special Security Unit (SSU) Sindh, Karachi for the current financial year 2015-16.

S.No.	Clothing Articles of SSU	Qty	Tender Fee
1	Two Piece Suits	1200	Rs. 500/-
2	Formal Shirts for Two piece suits	1200	Rs. 500/-
3	Tie	1200	Rs. 500/-
4	Dress Shoes	600	Rs. 500/-
5	Socks (Cotton Black Color)	1200	Rs. 500/-
6	Cargo Jacket	600	Rs. 500/-
7	Joggers	600	Rs. 500/-
8	Belts for Dress Pents	600	Rs. 500/-
9	Goggles / Sun Sheds	600	Rs. 500/-

2/- Complete Details are available in Tender documents, which can be purchased from the office of the AIGP / Security Sindh Karachi near Hassan Square Karachi from 07-03-2016 till 24-03-2016 during office hours by submitting an application on their letterhead along with tender fees (non-refundable) and also be downloaded from the Sindh Police website (www.sindhpolice.gov.pk) or SPPRA website (www.pprasindh.gov.pk)

3/- Single Stage two Envelops by hand procedures will be followed, Bids in sealed envelopes should be submitted / dropped in the tender box kept in office of the AIGP / Security Sindh Karachi near Hassan Square Karachi up-to 24-03-2016 till 1230 hrs. The Bid shall be opened on the same day i.e. (24-03-2016) at 1300 hrs at the same venue in the presence of Bidding Committee and intending bidders who choose to be present on the occasion.

4/- Bid Security 1% of the total bid in the form of Pay Order in favor of the AIGP / Security Sindh Karachi should be submitted with Bids.

5/- Only bids offered on the prescribed tender form issued by the Police department shall be accepted. However, additional sheets may be attached, if required.

6/- The Procuring Agency may reject any or all bids or postpone date as per relevant provisions of SPP Rules, 2010

Contact Details: Tel: 021-992446450 Fax: 021-99243865

-sd-

Lt (R) Maqsood Ahmed) TI, PSP
Assistant Inspector General of Police,
Security
Sindh, Karachi.

Instructions to Bidders

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.

- 1) Bid form is attached on pg # 5***
- 2) Bid Security Form is attached on pg # 6***
- 3) Performance Security Form is attached on pg # 7***
- 4) Evaluation Criteria is attached on pg # 11***
- 5) Sample Contract Agreement is attached as Annexure-A***
- 6) Technical Proposal Form is attached as Annexure-B***
- 7) Financial Proposal Form is attached as Annexure-C***
- 8) Technical Specification is attached as Annexure-D***

10. Invitation to Bid

The Special Security Unit (SSU) Sindh, Karachi (hereinafter referred to as Purchaser), invites sealed bids from eligible bidders for “Purchase/Supply of Article of Uniform and protective clothing”.

- i. which will:

Provision of uniform and protective clothing / items mentioned at Annexure-D

Special Terms & Conditions of Contract:

- ii. The Special Security Unit (SSU) Sindh, Karachi, request Tender Bids in sealed envelopes as per information required in this document. Proponents applying for bids should submit Financial Proposal and Technical Proposal in two separate envelopes.
- iii. The Technical Proposal should contain all the bid items without quoting the price and must list firm’s clientele, details of past project, items specification etc. Financial bids of firms not obtaining minimum passing criteria on Technical basis will not be opened.
- iv. Interested eligible bidders may obtain further information on the bid and inspect the bidding documents at the office of The Special Security Unit (SSU) Sindh, Karachi.
- v. A Complete set of bidding documents may be acquired by any interested eligible bidder from office of AIGP/Security upon payment of non-refundable.
- vi. All bids must be accompanied by a earnest money (2%) beneficiary (AIGP/Security Sindh, Karachi) of total bid amount, and must be delivered to the office of the AIGP/Security, on or before 1100 hours on 31-03-2015. The bids will be publicly opened in the office of the AIGP /Security at 1200 hours on the same day in presence of bidders who wish to remain present.
- vii. The Special Security Unit (SSU) Sindh, Karachi, Government of the Sindh will not be responsible for any costs or expense incurred by bidders in connection with the preparation or delivery bids.
- viii. Bidders shall submit bids, which comply with the bidding documents, Alternative bids will not be considered.
- ix. The procuring agency may reject any or all bids or postpone date as per relevant provision of SPP Rules 2010.
- x. All prices quoted must include any Taxes applicable, i.e. Income Tax, Sales Tax or any other tax imposed by government by law. If not specifically mentioned in the Quotation, then it will be presumed that the prices include all the taxes.
- xi. Execution / Delivery of all the items of the Bid will be at SSU Karachi.
- xii. Failure to complete the task within the stipulated time period will invoke penalty of 0.025% of the total cost per day. In addition to that, Security Deposit (CDR)



amount will be forfeited and the company will not be allowed to participate in future tenders as well.

- xiii. The bidder may be asked to supply enhanced quantity at the accepted price and in case of refusal of the 1st lowest evaluated Bidder the same offer will be extended to subsequent best evaluated bidder in order of merit.
- xiv. The earnest money is refundable after finalization of the bid, in case of return of financial bids, and in other cases, either 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 AIGP/ Security.
- xv. The successful bidder will have to deposit 10% 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 AIGP/Security and AIGP/Finance. The same will be returned on due completion of the contract.
- xvi. Samples of the articles (mentioned in the NIT in newspapers) 02 sample of each items non-returnable and free of cost must be provided along with the bids / quotations for examining the quality. In absence of samples bid will not be considered.
- xvii. The random samples from bulk supplies will also be got tested through laboratory / technical experts / evaluation committee or as deemed appropriate by the Purchase Committee.
- xviii. Sticker containing name and address of bidder and sizes should be firmly stitched with each sample at the corner. No extra sign of recognition or word or any secret code will be put on it. In case of violation the sample will be rejected and excluded from the proceeding accordingly.
- xix. To conform the approved specifications, the evaluation criteria of bids / samples will be based on the laboratory test report/technical expert opinion, observation of evaluation committee and terms and condition set forth in the bidding documents, tender notice and Bid Form or as deemed appropriate by the Purchase Committee.
- xx. The bidders will bear the cost of laboratory test fees for sample testing at the supplies. If the fee is not deposited by the bidder before the specified date in the office of AIGP/Security, his sample will be excluded from lab test and the said bidder will be considered out of competition and procurement process.
- xxi. Parties whose bids are accepted shall have to sign a written contract with Special Security Unit (SSU) Sindh, Karachi as per format at Annexure-A. The IGP or officer authorized on his behalf may add or remove any condition consequent upon award of contract to make it secure/transparent and safe guard the interest of Government.



- xxii. Contractor responsible for breach of any of the term/condition of the contract may face forfeiture of security deposit and Black Listing from future contract with Sindh Police or imposition of penalties as per contract agreement and law.

- xxiii. 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 condition by the Purchase Committee. Further enquiry can be made from AIGP/Security, on telephone No.99244645.

- xxiv. Conditional tenders/bids will not be acceptable.

- xxv. Authority Letter from Principal Company for product and vender authentication is to be provided by the bidder.

- xxvi. Procuring Agency reserves the right to increase or decrease the scope of work/number of items without assigning any reason.

- xxvii. Every page of the tender document should be signed and sealed by the bidder.

- xxviii. The details of this notice are also available on website of Police department (www.sindhpolice.gov.pk) and SPPRA (www.pprasindh.gov.pk)

AIGP/Security
For Inspector General of Police
Sindh, Karachi.

BID FORM for _____

To:
Inspector General of Police,
Police Department
Government of Sindh,
Karachi.

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 equal to 10% percent of the Contract Price, for the due performance of the Contract as per bid Security Form.

Dated this _____ day of _____ 20 ____

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 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 _____, 2015 _____

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 _____ 2015____, 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: 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 _____ 20____, (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 of 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 _____ 2015, or twenty-eight (28) days of the issue of the Defects Liability Expiry Certificate, whichever is later.

[NAME OF GUARANTOR]

Signature _____

Name _____

Title _____

Address _____

Seal _____

1. General Terms & Conditions

(i) Bid Bond

A bid bond, in the shape of a Pay Order / Bank Draft in favor of AIGP/Security equivalent to 2% of the total cost of bid should be submitted along with the tender.

(ii) Validity of the proposal

All proposal and price shall remain valid for a period of 90 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) Withholding Tax, Sales Tax and other Taxes

The responding organization is hereby informed that the Government shall deducted 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.
- 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

RO should clearly indicate the duration of delivery of quote item(s) specified in Annexure-D

(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) Penalty Clause

- 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 stipulate period Security deposit will be forfeited in favor of the Special Security Unit (SSU) Sindh, Karachi.
- An affidavit that the firm declares details of litigation with any client during the last 5 years be provided.
- An affidavit that the firm has never been blacklisted by any Government Department.
- Liquidated damages of 0.25% per day of the contract price will be deducted for delayed supply/delivery of equipments.

(xi) Delivery Time

- _____ months/weeks after issuance of purchase order.
- **Mode of payment:** 100% after supply of item(s)/equipment(s) and successful testing on site (Conditional to supply of 10%. Performance Guarantee).
- Release of performance guarantee after completion of warranty period.

RO should clearly indicate the duration of delivery of “articles of uniforms and protective clothing” after the award of contract.

2. Instructions for Responding Organizations

(i) Communication

Enquiries regarding this RFP shall be submitted in writing to:
AIGP/Security,
PHQ Hassan Square, Karach
Phone: (92-21) – 99244645, Fax (92-21) - 99243865

(ii) Mode of Delivery and Address

Technical & Financial proposals (2 copies each) should be submitted by 1300 hours at the address given below.

Office of AIGP/Security, SSU
PHQ Hassan Square, Karachi
Phone: (92-21) – 99244645, Fax (92-21) - 99243865

The technical proposals will be opened on the same day at 1200 hours 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 “item for which bid is offered” & Commercial Bid for “item for which bid is offered” (one master and one copy), labeled as such on their respective envelopes.

Proposals shall be dropped in the sealed tender box kept in the office of AIGP/Security upto 1100 hours. Samples 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 1100 hours on 31-03-2015 at the address given in 2(ii) above.

The format of submission of proposal is attached as Annexure-A and Annexure-B. Please provide original brochures and samples of all the items proposed.

The Bank Draft for Bid Bond to be enclosed in a separate envelope, labeled as “Bank Draft (Bid Bond)”, and which should be sealed. Proof of Sales Tax and NTN number should also be provided.

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 the subject RFP will be opened on date mentioned above at 1330 hours in front of the **Purchase Committee** of Sindh Police.

Evaluation and Comparison of Technical and Financial Bids

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 Highest Evaluate Bidder for quoted item.

The Purchaser's evaluation of responsive bids will take into account technical factors, in addition to cost factors. The following weights will be used in the evaluation of bids:

Description Weights
Technical Evaluation 80%
Financial Evaluation 20%

Evaluation Criteria and Comparison of Bid

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

S.No.	Qualification Criteria	Yes	No
1	Minimum Three (03) Years turn over		
2	Experience in the relevant field		
3	Black list firm		
4	NTN Certificate		
5	Affidavit		
6	Sample as per specifications		
7	Attach brochure of the quoted item(s)		

Formula for Calculation Marks

The bid not obtaining minimum qualifying shall not be considered for financial evaluation and their financial proposals shall be returned unopened. Out of the bids qualifying the technical criteria, the bid with lowest evaluated cost shall be awarded contract provided it meets all other procedural requirements.

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.

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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)

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.

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

The Purchase Committee reserves the right to accept or reject the bid 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.

Definitions

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

- **“Commencement Date of the Contract”** means the date of signing of the Contract between the Purchase and 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.
- **“Contractor Price”** means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- **“Contractor”** means the individual or firm whose bid has been accepted by the Purchaser and the legal successors, in title to the Contractor.
- **“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.
- **“Purchaser”** means the Special Security Unit (SSU) Sindh, Karachi Sindh Police Department, Government of the Sindh, Karachi – Pakistan.
- **“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.
- **“RO”** means Responding Organization/ Bidder Firm.
- **“RFP”** means Request for Proposal.

Sample Contract Agreement

1. This contract agreement is made and entered into on _____, 2014, BY AND BETWEEN.

- i) **Inspector General of Police, Sindh Central Police Office, I.I. Chundrigar Road, Karachi**, hereinafter referred as Buyer, 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 Sindh Police department 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 Police, Sindh is entrusted with responsibility of procurement of item / articles during current financial year 2014-15 as per description, with specification and quantity, given below:-

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

3. AND WHEREAS, the **Inspector General of Police, Sindh**, in accordance with The Public Procurement Rules, 2010 as adopted by Government of Sindh vide notification No. **SORI(SGA&CD) 2-30/2010, dated 8th March 2010** on

on propriety certificate issued by the Govt. of Sindh in favour of_____.

4. That **M/s.** _____ participated in the response of open tenders, floated by IGP Sindh, by submitting technical and financial bids, after necessary evaluation of the vehicles described above; the Departmental Committee opened the financial bids in front of all bidders on _____.
5. That the rates offered by **M/s.** _____ for the vehicles 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 Departmental Committee, the IGP Sindh 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 alongwith quantity the above within ____ **days** from the date of signing of this agreement.
- ii) That all deliveries shall be made at SSU, Sindh, Karachi between 0900 hours to 1600 hours on working days only.
- 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. The no appeal or review will be permissible against the decision of inspection committee.
- iv) That the **AIGP/Security, SSU, Sindh**, 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) That all articles accepted shall be paid for the **AIGP/Security, SSU, Sindh** at the rate of specified below (F.O.R Destination) within financial year _____.

ITEM / ARTICLE	RATE PER UNIT

- vii) In case **M/s.** _____ make default, in the due performance of this agreement/contract in part or full, **AIGP/Security, SSU, Sindh** 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.
- viii) The **AIGP/Security, SSU, Sindh** 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.
- ix) The **AIGP/Security, SSU, Sindh** 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 **AIGP/Security, CPO, SSUSindh**, whether by virtue of agreement or otherwise.
- x) The IGP Sindh 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 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.
9. 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.

AIGP/Security
On behalf of IGP, Sindh

On behalf of

Witness:

1) _____

2) _____

