



**POLICE DEPARTMENT  
GOVERNMENT OF PUNJAB**

**INVITATION FOR PREQUALIFICATION OF FIRMS/ COMPANIES FOR SUPPLY OF  
VARIOUS ITEMS FOR F.Y 2022-23**

Government of the Punjab, Police Department intends to invite applications from eligible firms/ companies registered with Tax departments having valid and active NTN & GST numbers, for the purchase of following items for F.Y 2022-23 for Punjab Police:-

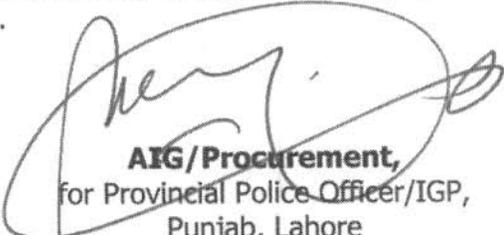
- i. Stitched Uniform
- ii. Uniform Cloth
- iii. Winter Jackets
- iv. Vests/T-Shirts
- v. Boots/Shoes
- vi. Bullet Proof Jackets
- vii. Bullet Proof Helmets

Pre-qualification documents are available at Punjab Police website <https://punjabpolice.gov.pk>; website of PPRA Punjab (<http://www.ppra.punjab.gov.pk/>) and can be purchased from the office of the undersigned, on written request on the firm's letter-head, **upto 28<sup>th</sup> September, 2022, during office hours (09.00 am to 5.00 pm)** at the cost of Rs.500/- (for each item) on production of Challan form (32-A) deposited in Government Treasury under Head "CO2636-Police-Fees, Fines & Forfeitures" in any branch of NBP / State Bank of Pakistan.

The applications alongwith all prescribed/related pre-qualification documents shall be received in sealed envelope by hand or through registered mail to the Senior Purchase Officer/ Additional Inspector General of Police, Logistics & Procurement, Punjab, Lahore till **29<sup>th</sup> September, 2022 before 12.00 noon and shall be opened at 12.30 pm on same day.** Late applications will not be entertained.

After preliminary scrutiny, applicants may be asked to submit any additional information if deemed necessary by the department.

Police Department shall not be responsible for any cost incurred in submission of documents and reserves the right to cancel the short-listing process.

  
**AIG/Procurement,**  
for Provincial Police Officer/IGP,  
Punjab, Lahore

Govt: of the Punjab, Police Department,  
CPO Complex, 3<sup>rd</sup> Floor, Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99213955

**Website: [www.punjabpolice.gov.pk](http://www.punjabpolice.gov.pk)**

Contacts:-

i. AIG/Procurement:- 042-99214222

ii.AD/Purchase:- 042-99213400

روزنامہ جنگ  
07 SEP 2022



## POLICE DEPARTMENT GOVERNMENT OF PUNJAB

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- ii. AD/Purchase:- 042-99213400

**IPL-8936**

# **PRE-QUALIFICATION DOCUMENT FOR BOOTS/SHOES**

2022-23

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**PRE-QUALIFICATION OF ORIGINAL EQUIPMENT  
MANUFACTURERS (OEM) OR AUTHORIZED  
SUPPLIERS/DEALERS OF (OEM)**

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**Punjab Police Department,  
Government of Punjab**

CPO Complex, Lahore Punjab, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715  
URL: [www.punjabpolice.gov.pk](http://www.punjabpolice.gov.pk)

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## **1. INVITATION FOR PRE-QUALIFICATION FOR FINANCIAL YEAR 2022-23**

Punjab Police Department intends to Pre-Qualify the Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer/ Agent of OEM for the procurement of Boots/Shoes -for Punjab Police. The “Eligible Applicants” as provided in the relevant clause may participate in the Pre-Qualification process by submitting their application as required below in the prescribed manner.

A transparent Pre-Qualification method given in this Pre-Qualification Documents (PQD) shall be followed in its true letter and spirit keeping in view the guidelines of Punjab Procurement Rules 2014 updated (PPRA-14). Only the Pre-Qualified (OEM) or authorized supplier / dealer of OEM shall be invited through request for proposals (RFP) for submission of their bids. Performance of each (OEM) or authorized supplier / dealer of OEM in terms of quality, delivery, after sales service, credit terms and other contractual obligations will be closely monitored and periodically reviewed. The Pre-Qualification Document carrying all details can be downloaded from Punjab Police’s as well as PPRA website (<https://punjabpolice.gov.pk> & <https://ppra.punjab.gov.pk>). The complete applications along with all prescribed / related PQD shall be received in sealed envelope by hand only to the Senior Purchase Officer/Additional Inspector General of Police, Logistics & Procurement, Punjab, Lahore. The (OEM) or authorized supplier / dealer of OEM shall be fully and completely responsible for all the deliveries and deliverables to the Procuring Agency as per subsequent purchase order/contract.

OEM or authorized supplier / dealer of OEM is required to provide the name, title, fax No. & Email Address of their authorized representative for the correspondence.

The Procuring Agency will not be responsible for any costs or expenses incurred by applicant (OEM) or authorized supplier / dealer of OEM in connection with the process of this Pre-qualification.

Under Punjab Procurement Rules 2014, Procuring Agency reserves the exclusive right to cancel the Pre-Qualification process and reject all Applications at any stage.

## **2. APPLICABILITY OF PUNJAB PROCUREMENT RULES, 2014**

This Pre-Qualification Process will be completed **in the terms & conditions set forth herein these PQD which are not conflicted with applicable connected Rules of Punjab Procurement Rules, 2014** as amended from time to time and instructions of the Government of the Punjab received during the completion of the process.

## **3. DEFINITIONS**

In this document, unless there is anything repugnant in the subject or context:

- I. “Applicant” an applicant (eligible) shall be a single or as a consortium with a formal intent to enter into an agreement in relation to this procurement.

- II. "Authorized Representative," means any representative appointed, from time to time, by the Procuring Agency or applicant.
- III. "Eligible applicants" means the Original Equipment Manufacturer (OEM) or OEM agent/ supplier/ dealer of OEM.
- IV. "Coercive Practice" coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- V. "Consortium" a consortium is an association of two or more registered companies or organizations with the objective of participating in a common activity or pooling their resources in relation to the project.
- VI. "Collusive Practice" a collusive practice means; an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- VII. "Corrupt Practice" a corrupt practice means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence actions of any other party.
- VIII. "Commencement Date of the Contract" means the date of signing of the Contract between the Procuring Agency and the Pre-Qualified Bidder.
- IX. "Contract" means the agreement/ contingent contract executed between the Procuring Agency and the contractor, as recorded in the Contract Form including all Schedules and Attachments or Addendum.
- X. "Contract Price" means the price payable to the Supplier / Contractor under the Purchase Order/Contract for the full and proper performance of its contractual obligations.
- XI. "Day" means calendar day.
- XII. "Procuring Agency" the Procuring Agency means Punjab Police Department and/or any authorized Officer of Police Department.
- XIII. "Fraudulent Practice" a fraudulent practice means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- XIV. "Goods" means all such goods, articles, equipment, products, machinery, spare parts, including the services for their installation (if any), replacement or supply that may be required by the Procuring Agency under the Contract signed with the Supplier in relation to this Pre-Qualification process relating to the and procurements of Boots/Shoes.
- XV. "Grievance Redressal Committee" means a committee constituted by the Procuring Agency (of odd members) to address objections/complaints/grievance filed by the participants/applicants in the procurement process/ pre-qualification, before entering into contract.
- XVI. "Lead Partner" Partner of a consortium, who has the capacity and responsibility in supplying, manufacturing, installation, repairing, as required under this Pre-Qualification Documents and has at least 60% share in the consortium.

- XVII. "Origin" shall be considered to be the place where the Goods are produced/ manufactured or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Supplier.
- XVIII. "Procuring Agency" means the Punjab Police Department or any other person for the time being or from time to time duly appointed in writing by the Procuring Agency to act as Procuring Agency for the purposes of the Contract.
- XIX. "Pre-Qualified Person" means a person (as defined hereunder) declared responsive/ short listed/ pre-qualified after technical evaluation and completion of this pre-qualification process.
- XX. "Purchase Order" means a document issued by the Procuring Agency to the Supplier for the delivery of Goods or Services as required by the Procuring Agency.
- XXI. "PPRA Laws" means Punjab Procurement Rules 2014 (amended time to time) including other procurement Laws/Regulations/Circulars/Instructions or Guide Lines issued by the Government of Punjab.
- XXII. "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- XXIII. "Prescribed" means prescribed in the Pre-Qualification Document.
- XXIV. "Pre-qualification committee" means a committee constituted by the Procuring Agency (of odd members) to technically evaluate applications/documents received by the Procuring Agency as per requirement.
- XXV. The "Supplier" means the Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer/ Agent of OEM who declare responsive/ lowest evaluated after completion of the procurement process.

## **4. INFORMATION/INSTRUCTIONS TO THE APPLICANT**

### **4.1. Signing of Application & Number of Copies**

The Applicant shall prepare the documents comprising the information required in this PQD and clearly mark it "ORIGINAL". The original on the application shall be typed or written in indelible ink and each page shall be signed and stamped by a person duly authorized to sign on behalf of the Applicant. The Applicant shall submit one (01) original, two (02) hard copies and one (01) soft copy of the signed application in addition to the original application and clearly mark them as "ORIGINAL" and/or "TRUE COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.

The requirements regarding the legal instrument evidencing the authorization to represent and sign on behalf of the Applicant shall be a power of attorney, duly notarized and attested, indicating that the person(s) signing the Application has(ve) the authority to sign the Application for Prequalification.

The Power of Attorney is required to be duly stamped, witnessed, notarized according to the laws of the country where the Power of Attorney was issued and duly attested by Pakistan Foreign Office of the country where the power of attorney was issued.

Additionally, the date of issuance and validity of the power of attorney should also be specified, along with the name and designation of the signatory.

For a consortium, the power of attorney (duly stamped, witnessed and dated; as stated above) should be signed by all partners of the consortium and specify the authority of the named representative of the consortium to sign on behalf of the consortium.

Applications submitted by an existing or intended Consortium shall include an undertaking signed by all partners:

Stating that all partners shall be jointly and severally liable, and

Nominating a Representative to act as lead partner who shall have the authority & responsibility to conduct all businesses and ensure compliance thereof on behalf of any and all the partners of the Consortium during the prequalification process and, in the event the Consortium is prequalified, during the bidding process, and in the event the Consortium is awarded the Contract, during contract execution.

### **4.2. Cost of Application**

The Applicant shall bear all costs associated with the preparation and submission of its application. The Procuring Agency will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Pre-Qualification process by the Procuring Agency.

### **4.3. Language of Application**

The application as well as all correspondence and documents relating to the Pre-Qualification exchanged by the Applicant and the Procuring Agency, shall be written in English language.

Supporting documents and printed literature that are part of the application shall also be in the same language.

#### **4.4. Clarification of Pre-Qualification Document**

An Applicant requiring any clarification about this PQD shall contact the Procuring Agency in writing at the given Procuring Agency's address indicated in the Advertisement and this document. The Procuring Agency will respond in writing or by Email to any request for clarification provided that such request is received not later than two (2) days prior to the deadline for submission of applications. The Procuring Agency shall forward copies of its response to all applicants who have acquired the PQD directly from the Procuring Agency including a description of the inquiry but without identifying its source. **The Procuring Agency reserves the right to amend the Pre-Qualification Document as a result of a clarification if deemed appropriate before the closing date and communicate the same to all prospective applicants in writing or by Email who directly purchased these PQDs from the Procuring Agency.**

#### **4.5. Amendment of Prequalification Document**

At any time prior to the deadline for submission of applications, the Procuring Agency may amend PQD by issuing Addendum/ Corrigendum or call a meeting inviting all the prospective applicant(s) to review the PQ documents (if procuring agency decide so). Any Addendum/ Corrigendum issued shall be the part of this PQD and shall be communicated in writing or by Email to all who have obtained directly the Pre-Qualification Document from the Procuring Agency. Moreover, the Procuring Agency may extend the deadline for the submission of the application at its own or on the request of the prospected applicant(s).

#### **4.6. Letter of Application**

The applicant shall submit an application form along with Pre-Qualification Application as per **Annex-1**. This form shall be completed without any alteration to its format.

#### **4.7. Eligible Applicants**

All domestic OEM or authorized supplier / dealer/ Agents of OEM are eligible to participate in this pre-qualification process. An applicant should meet the requirements as described in the Definition. In case of a Consortium; All partners to the Consortium shall be jointly and severally liable; and A Consortium must be represented by its Lead Partner. Lead partner should meet the requirements as described in Definitions or hereunder. An applicant who is under a declaration of ineligibility/ blacklisting, due to reasons, including but not limited to, corrupt practices and poor performance, by the Government of Pakistan/ Government of Punjab or the Procuring Agency, at the date of submission of the application or thereafter, shall not be considered. The applicant shall provide such evidence of their continued eligibility/satisfactory to the Procuring Agency. The Applicant must comply with the Standard Anti-Corruption Policy of Government of the Punjab

and must not be declared ineligible by any Court of Law or Governmental Body of Pakistan due to corrupt/fraudulent/coercive/collusive practices as described in the Definitions. The Procuring Agency shall disqualify/ black list the Applicant(s) pursuant to Section 17A of Punjab procurement Regularity Authority Act 2009 (amended time to time) and Rule 20 or 21 of Punjab Procurement Regulatory Authority (PPRA) Procurement Rules, 2014 for award of contract, if it determines that the Applicant(s) recommended for award has(ve), directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and the Procuring Agency shall sanction the Applicant(s) or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in bidding activities in Pakistan, if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing the contract. The Applicant must not conceal any information that might hinder the execution of the project. The Procuring Agency shall disqualify an Applicant pursuant to ibid relevant Rules of Punjab Procurement Rules-2014 on grounds of false, fabricated or materially incorrect information. In case of Joint Venture (JV) Consortium the applicant must fulfil the requirement given in the attached Performa.

#### **4.8. Joint Venture(JV)**

##### **4.8.1 Joint Venture(JV) Agreement**

Applicant/OEM or Authorized persons may submit Pre-Qualification Application as a Joint Venture (JV). Pre-Qualification Document shall be signed by authorized representative of the JV. Joint Venture Agreement entered into by the members shall be submitted with the Pre-Qualification Document as per **Annex-2**. Letter of acceptance will be issued as per JV agreement.

##### **4.8.2 Lead Member JV**

One of the members who is responsible for performing the key function in executing major component of the proposed contract shall be nominated as lead member during the Pre-qualification and bidding period and in the event of a successful bid, during contract execution. The Lead Member shall be responsible to incur liabilities and receive instructions for and on behalf of any and all members of Joint venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members of the Joint Venture as required. All responsibility for successful completion of the work as per tender documents shall be with the lead member. However, in case of any default or involvement in any corrupt practice or fail to provide the required document(s)/ information(s) all such partners of JV shall be jointly/ severely responsible any legal action shall be taken against all JV partner(s).

##### **4.8.3 Joint and Several Liability**

All members of the Joint Venture shall be legally liable, jointly and severally, during the Pre-Qualification and bidding period, and during the event of a successful bid and contract execution. A JV partner may not join any other consortium or submit independent application in this prequalification process and in such eventuality, all such application shall be state forwardly rejected.

#### **4.8.4 Basic Requirements for JV**

a) Following are minimum qualification requirements: -

- i. The lead partner shall not have score less than 60% of all qualifying criteria given in paras 6.2.
- ii. Each of the partners shall not have score less than 25% percent of all the qualifying criteria given in paras 6.2.
- iii. The joint venture or consortium must compose of one leading partner and maximum two partners.
- iv. In case an applicant firm wants to demonstrate experience of a project executed under JV arrangement, it must submit JV agreement clearly showing percentage share of all partners of JV. If the JV agreement showing percentage of the partners is not attached, the submitted project will not be considered during evaluation.
- v. In JV one of the applicant shall be designated as the Lead member, to perform a lead role who has been duly appointed by all applicant(s) to submit and sign on their behalf all documents required hereunder to bound the entire JV agreement to the contents thereof.
- vi. v) In JV, there must be a Lead firm appointed through a Power of Attorney executed by all other applicants.

b) Any change in a Prequalified JV after prequalification, shall be subject to the written approval of the Procuring Agency prior to the deadline for submission of bids. Such approval may be denied if: -

- i. Partner(s) withdraw from a JV and remaining partners do not meet the qualifying requirements;
- ii. The new partners to a JV are not qualified individually or as another JV; or
- iii. In the opinion of the Procuring Agency, a substantial reduction in competition would result.

c) Partners, jointly and severally, and any application shall be submitted with a copy of the JV agreement providing the joint and several liabilities with respect to the contract.

#### **4.9 Submission of Pre-Qualification Application**

Application for Prequalification **one (01) original, two (02) hard copies and one (01) soft copy of the signed application in addition to the original application and clearly mark them as “ORIGINAL” and/or “TRUE COPY”** must be received in sealed envelopes to be delivered by

hand or through registered mail on or before ----- as per advertisement date and time----- at the following address:

**Senior Purchase Officer/  
Addl: Inspector General of Police,  
Logistics & Procurement, Punjab,  
Govt: of the Punjab, Police Department,  
CPO Complex, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715**

Envelope should be clearly marked “**Application for Pre- Qualification for Supply of Boots/Shoes**. The proposals/bids should be numbered by the concerned bidder/contractor and concerned official/dealing hand should also have its initial on it..

#### **4.10 Opening of Pre-Qualification Application**

The Procuring Agency shall prepare a record of opening of Applications that shall include, as a minimum, the name of the Applicant.

#### **4.11 Late Submission of Pre-Qualification Applications**

The application which is received after the closing date and time as mentioned in advertisement, shall not be entertained.

#### **4.12 Lack of Information**

Failure of an applicant to provide comprehensive and accurate information that is essential for the evaluation to the applicant may result his disqualification/rejection.

#### **4.13 Qualification**

A Procuring Agency, at any stage of the procurement proceeding, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of an applicant, whether or not pre-qualified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competency as the Procuring Agency may decide.

#### **4.14 Only one Application**

An Applicant shall submit only one application in the same Pre-Qualification process, either individually as an Applicant or as a member of a Joint Venture. An Applicant who submits, or participates in, more than one application will cause all the applications in which the Applicant has participated to be disqualified and its/ his all such applications shall be treated as **rejected**.

#### **4.15 Compliance**

After pre-qualification and process of procurement the successful applicant/joint venture shall comply with and acquire all consents, approvals, permits and licenses applicable under the laws of Pakistan in relation to the performance of the work & services. Each applicant or bidder shall indemnify the Procuring Agency, its affiliates and their advisors fully in respect of any direct or indirect losses, damages, costs, penalties or expenses of any kind incurred by such person arising from a Prospective Firms/ Joint Venture's breach of the obligations referred to above.

#### **4.16 Fraud & Corruption**

The applicant shall observe the highest standards of ethics during this prequalification and further processing. The Procuring Agency defines for the purposes of this provision, the terms set forth below:

- i. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Pre-Qualification process or in contract execution.
- ii. "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence the Pre-Qualification;
- iii. "Collusive Practice" means a scheme or arrangement between two or more Applicants, with or without the knowledge of the Procuring Agency, designed to establish artificial Data/ Information.
- iv. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the prequalification process.

Procuring Agency will reject an application for Pre-Qualification, if it determined that the Applicant recommended for award has, directly or through an agent, engaged in Corrupt/Fraudulent/Collusive/Coercive practices.

Procuring Agency will sanction a Firm/Joint Venture/Individual, including declaring them ineligible, either indefinitely or for a stated period of time for Pre-Qualification, if it at any time determines that they have, directly or through an agent, engaged in Corrupt/Fraudulent/Collusive/Coercive practices.

#### **4.17 Declaring of Ineligibility and Blacklisting**

Declaration of ineligibility and Blacklisting would be applicable as per Section 17A of PPRA Act 2009 (amended) and Rules 20/21 of PPRA Rules 2014. Please ensure ibid Laws of Punjab Procurement Rule(s) 20/21 and schedule appended with PPR-2014.

#### **4.18 No Conflict of Interest**

Applicant and all parties constituting the Applicant shall not have a conflict of interest. Applicants shall be considered to have a conflict of interest if:

**4.18.1** Applicant has common controlling shareholders or other ownership interest.

**4.18.2** Applicant is also a constituent of another applicant.

**4.18.3** Applicant has a relationship with another applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Pre-Qualification of either or each of the other applicant

**4.18.4** Applicant has participated as a consultant of other Applicant and helped him in the preparation of any documents, design or technical specifications of the Project.

#### **4.19 Additional Information**

The Procuring Agency, at any stage of the pre-qualification or procurement proceedings, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of a contractor, whether or not Pre-Qualified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competence as the Procuring Agency may decide. In case of non-responsive or failed to provide the information the Procuring Agency may initiate any legal action against the applicant/contractor/supplier under PPRA Rules-2014

- To assist in the evaluation of applications, the Procuring Agency may, at its discretion, ask any applicant for a clarification of its application which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.
- If an applicant does not provide clarifications of the information requested by the date and time set in the Procuring Agency's request for clarification, its application may be rejected.
- The Procuring Agency may reject any application which is non responsive to the requirements of the pre-qualification documents.
- The Procuring Agency reserves the right to waive minor deviations and omissions, if these do not materially affect the capability of an applicant as required under the pre-qualification document.
- The Procuring Agency shall use compliance to eligibility requirements in relevant section and the criteria and methods defined in provided section qualification criteria to evaluate the qualification of the applicants.
- Once the Procuring Agency has completed the evaluation of the applications it shall notify all applicants in writing of the names of those applicants who have been prequalified.

- After the notification of the results of the prequalification, the Procuring Agency shall invite bids from all the applicants that have been prequalified.

#### **4.20 Confidentiality**

1. Information relating to the evaluation of Applications, and recommendation for pre-qualification, shall not be disclosed to Applicants or any other persons not officially concerned with such process until the notification of prequalification is made to all Applicants.
2. From the deadline for submission of Applications to the time of notification of the results of the prequalification in accordance with relevant provision, if any Applicant wishes to contact the Procuring Agency on any matter related to the prequalification process, it may do so in writing.

#### **4.21 Inspection of applicant's manufacturing unit/factory/office**

The applicant shall make all arrangements and confirm availability of all the machinery, equipment and manpower for carrying out the inspection of manufacturing unit/factory/office by Procuring Agency's team. In case of non-availability of machinery equipment and man power as mentioned in the submitted documents, the firm shall be considered ineligible. All the expenses incurred such as transportation, travelling, residing, refreshments, meals etc. for inspection of applicant's manufacturing unit/ factory/ office shall be borne by the applicant.

### **5 PROCURING AGENCY'S RIGHTS**

The Procuring Agency reserves the right to take the following actions, and shall not be liable for any such actions:

- i. The Procuring Agency will not be responsible for any costs or expenses incurred by Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM in connection with the preparation or delivery of applications.
- ii. Procuring Agency is competent to accept the application; the Procuring Agency reserves the exclusive right to cancel the Pre-Qualification/procurement process, or to extend the date of submission of applications.
- iii. The Procuring Agency shall issue the bidding documents/ Request For Proposal(s) only to the Pre-Qualified applicants in result of this pre-qualification process.
- iv. The Procuring Agency may utilize the framework contract mode after completion this pre-qualification and subsequently procurement process to acquire the desirables.

#### **5.1 Address of Procuring Agency**

**Senior Purchase Officer/**

**Add: Inspector General of Police,  
Logistics & Procurement, Punjab,  
Govt: of the Punjab, Police Department,  
CPO Complex, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715**

## **6 CRITERIA FOR EVALUATION OF APPLICATIONS**

Pre-Qualification will be based on Applicant meeting the following qualification criteria regarding their financial soundness, firm's experience and quality of its personnel & equipment and other relevant information as demonstrated by the applicant's response in the Pre-Qualification Forms attached to the Submission Form (Annex-1). Successful applicants/firms/JV fulfilling the eligibility /mandatory criteria (as mentioned in 6.1) will be evaluated on following factors (as mentioned in 6.2).

<b>Sr. No.</b>	<b>Evaluation on the basis of following factors</b>
1	Financial Soundness
2	Relevant Experience
3	Manufacturing Facility
4	Personnel Capabilities

### **6.1 Eligibility/ Mandatory Criteria**

The applicants fulfilling the following basic eligibility criteria shall only be considered for further evaluation.

- a. Valid legal entity of the firm e.g. Certificate of registration from SECP or Registrar of firms. Foreign firms must attach similar certificate of registration from the respective registration body/ entity of their home country (if required).
- b. Certificate of registration with relevant Taxation Authorities (Income Tax, Sales Tax or any other Authority/ Office applicable by Law). Foreign firms must attach similar certificate of registration from the Tax Authority of their home country (if required).
- c. Last Three years (FY) Audited Financial Statements by the Chartered Accountant firm.
- d. Last three Year Bank Statement verified by respective Bank.
- e. Affidavit on Non-Judicial stamp paper that Non-Performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation. Moreover, all the information provided by the firm is correct.
- f. Judicial Affidavit declaring "Neither the firms nor its Stakeholders or any of its JV partner, as a whole or as a part of the firm have been black listed/ defaulted/ banned by any government agency/ department/organization/ entity etc".
- g. Copy of Pakistan Engineering Council Certificate (**\*Optional for required category, if any**)



**Note:** Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM/All members of Joint venture have to meet in full the aforementioned basic Eligibility Criteria (as per clauses- 3(III),4.7&4.8).

## 6.2 Pre-Qualification Evaluation Criteria

Sub Category	Category	Weightage/Marks
A	Financial Soundness	25
B	Relevant Experience	25
C	Manufacturing Facility	30
D	Personnel Capabilities	20
<b>Total</b>		<b>100</b>

### Important Note.

An overall minimum of 70% marks required to Pre-Qualify in the aforesaid qualification criteria. However, minimum 50 % marks in each category is mandatory.

Criteria, sub-criteria and marking system for the evaluation of applicants shall be as under:

### 6.2.1 Financial Soundness

*For financial soundness, no marks shall be given, if letter from Banks & copy of audited financial statements of last three financial years are not attached.*

Marks shall be awarded on the basis of the following criteria

Sr. No.	Description	Marks	Explanation for Marks Obtained
a	<b>Annual Turnover</b> Annual Turnover of last three years	15	<ul style="list-style-type: none"> <li>Full Marks will be given, if total amount of Annual Turnover of last three FY's (as per the audited financial Statements) is equal or above amounting <b>Rs.400 million (PKR)</b> (or equivalent in other currency.)</li> <li>Formula  <math display="block">A = (Y1+Y2+Y3)/400 *15</math> <b>Y1,Y2,Y3 representing annual turnover of last three years audited financial statements i.e 2018-19, 2019-20, 2020-21)</b> </li> <li><b>Note: If Audit of 2021-22 is completed then updated last three year data may be provided for evaluation. i.e (2019-20, 2020-21,2021-22)</b></li> </ul>
b	<b>Bank Credit Limit/ Cash and Bank balance</b>	10	<ul style="list-style-type: none"> <li>Full marks will be given if "Bank Credit Limit", "Cash and Bank Balance" jointly or severally is amounting to Rs.300 million or more:</li> <li>Formula  <math display="block">(\text{Bank Credit Limit} + \text{Cash and Bank balance}) / 300 * 10.</math> </li> </ul>
<b>Total Marks</b>		25	

## 6.2.2 Relevant Experience

Marks shall be awarded on the basis of the following criteria for evaluation of the experience of the Applicant.

Sr. No.	Description	Marks	Explanation for Marks Obtained
a	Projects of similar nature and complexity such as making/supply of Boots/Shoes or similar for Pakistan national forces (army, navy, air force), provinces/ICT forces i.e. police, rangers constabulary and other govt. recognized departments and exports to any other country completed in <b>Last 03 Years</b>	20	<ul style="list-style-type: none"> <li>• 20 marks will be given if applicant firm has project having total value of 400 Million and above in last three years.</li> <li>• Formula= <b>(Accumulated Total Cost of Project(s) in last three years) /400 *20</b></li> <li>• Provided that supply was completed within the specified period (including grace period) and firm has not been defaulted in any manner(s).</li> <li>• For Completed Projects, Completion Certificate/Proof of Supply of respective project is mandatory indicating Cost of Project. Otherwise, no marks shall be awarded.</li> </ul>
b	Projects of ongoing similar nature and complexity such as making/supply of Boots/Shoes for Pakistan national forces (army, navy, air force), provinces/ICT forces i.e. police, rangers constabulary and other govt. recognized departments and exports to any other country in last three years.	05	<ul style="list-style-type: none"> <li>• 05 marks will be given if applicant firm has similar nature project(s) in hand and having sum of Cost of Project(s) amounting to Rs. 150 Million or more.</li> <li>• Formula= <b>(Accumulated Total Cost of Project(s) in hand) /150 *05</b></li> <li>• For in hand Projects, Purchase Order/Contract Agreement of respective project is mandatory indicating Cost of Project. No marks shall be awarded, if Purchase Order/Contract Agreement indicating cost of respective project is not attached along with relevant annexes.</li> </ul>
<b>Total Marks</b>		25	

## 6.2.3 MANUFACTURING/PRODUCTION CAPABILITIES

Marks shall be awarded on the basis of Manufacturing Facility. Whereas Supplier/Firm/Company/Original Equipment Manufacturer (OEM)/Authorized Agents of OEM are eligible as per **clause 3.iii, & 4.7**. (In case of supplier/firm/company other than Original Equipment Manufacturer, is required to submit the authorization dealership/supplier certificate

issued by OEM along with 3 capabilities/details as mentioned in 6.2.3). No marks shall be awarded, if declaration of Manufacturing Facility of OEM is not provided along with Annex.

The firm must have following manufacturing facility: -

Sr. No.	Description	Marks
i.	<b>Cutting Department</b> The firm must have following machines: Cutting press, skiving machine, splitting machine, stamping machine, shirip cutting machine, with sole cutting machine, otherwise, no marks shall be awarded.	10
ii.	<b>Bottom Department</b> The firm must have following machines: Skiving machine, buft machine, roughing machine sole press, insole lamination, heat activator. Otherwise, no marks shall be awarded.	05
iii.	<b>Closing Department</b> The firm must have following machines: Zig zag machine, eye letting machine, coler hombring, fold hombring, stroble machine etc. Otherwise, no marks shall be awarded.	05
iv.	<b>Capability to produce 10,000 shoes pairs in a month, otherwise, no marks shall be awarded.</b>	10
<b>Total Marks</b>		30

#### 6.2.4 Personnel Capabilities

Marks shall be awarded on the basis of the following criteria for evaluation of the experience of the Applicant.

Sr. No.	Description	Marks	Explanation for Marks Obtained
a	<b>Managerial Staff (05 professionals)</b>	05	Master's Degree with Minimum 03 years of relevant experience or Bachelor with Minimum 05 years of relevant experience *CVs of Managerial staff must be attached otherwise no marks shall be awarded.
B	<b>Support Staff</b>	10	<ul style="list-style-type: none"> <li>• 10 Marks will be given if applicant firm has 20 or more support staff.</li> <li>• For staff, less than 20, marks shall be awarded as: (No of support staff/20) *10 *Payroll of staff must be attached.</li> </ul>
c	<b>Quality Certification and any other certification</b>	05	<ul style="list-style-type: none"> <li>• 05 Marks will be given if applicant firm has Quality Certification (relevant category).</li> <li>No mark if applicant firm has not provided quality Certification.</li> </ul>

			Relevant/valid ISO certificate must be attached otherwise no marks shall be given. (Date of expiry of the contract should be clearly mentioned)
<b>Total Marks</b>		20	

## 7. Grievance Redressal Committee

A committee has been constituted comprising of odd number of persons, with proper powers and authorizations, to address the complaints of the bidders that may occur prior to the entry into force of the procurement contract.

- i. Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- ii. The committee shall investigate and decide upon the complaint within fifteen (15) days of the receipt of the complaint.
- iii. Mere fact lodging of a complaint shall not warrant suspension of the procurement process.

### Annex 1: Cover Letter

**To**

**Senior Purchase Officer/  
Addl: Inspector General of Police,  
Logistics & Procurement, Punjab,  
Govt: of the Punjab, Police Department,  
CPO Complex, Lahore Punjab, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715**

**Subject:** \_\_\_\_\_

**Respected Sir,**

Being duly authorized to represent and act on behalf of \_\_\_\_\_, and having reviewed and fully understood all of the terms and condition set forth in the PQD and attached annexes.

We hereby express our interest and apply for the Pre-Qualification of **item** \_\_\_\_\_ for Police Department.

Attached to this letter are copies of original documents defining:

- a. The Applicant's legal status
- b. The principal place of business
- c. The place of incorporation (for applicants who are corporations); or the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).

1. The Procuring agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
2. The Procuring agency and its authorized representatives may contact the following inquiry numbers: -

<b>General and Managerial Inquiries</b>	
Contact 1	Telephone 1
Contact 2	Telephone 2
<b>Personnel Inquiries</b>	
Contact 1	Telephone 1
Contact 2	Telephone 2
<b>Technical Inquiries</b>	
Contact 1	Telephone 1
Contact 2	Telephone 2
<b>Financial Inquiries</b>	
Contact 1	Telephone 1
Contact 2	Telephone 2

3. This application is made with the full understanding that:
  - a. Bids by prequalified applicants will be subject to verification of all information submitted for prequalification at the time of bidding;
  - b. The Procuring agency reserves the right to reject or accept all application, may cancel the prequalification process.
  - c. The Procuring agency shall not be liable for any such actions or consequences and shall be under no obligation to inform the Applicant of the grounds for actions at 5(b) here above.  
*[Applicants who are not joint ventures should delete Para 4&5 and initial the deletions.]*
4. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, to the joint venture. We also specify the financial commitment in terms of the percentage of the value of the (each) contract, and the responsibilities for execution of the (each) contract.

5. We confirm that in the event that we bid, that bid as well as any resulting contract will be: -
- a. Signed so as to legally bind all members, jointly and severally.
  - b. Submitted with a Joint Venture agreement providing the joint and several liabilities of all members in the event the contract is awarded to us.
6. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.
1. Signed for and on behalf of [Name of the Lead Member] \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal:** \_\_\_\_\_

## **Annex 2: Joint Venture Agreement**

(Should be a Formal JV agreement on a Stamp Paper of value PKR 1,200)

To:

---

[Name and address of the Leading Member firm] who for the purpose of this Agreement shall hereinafter called "Lead Member"

---

[Name and address of the Member firm] who for the purpose of this Agreement shall hereinafter called "Member". They hereby declare:

1. That they will legalize a Joint Venture in case that a Contract for the Production/Distribution/Supply of \_\_\_\_\_ is awarded to their Joint Venture.
2. That they have nominated Mr. /Ms. \_\_\_\_\_ (Name of the Lead member) as the Lead Member of the Joint Venture.
3. That they authorized Mr. /Ms. \_\_\_\_\_ (Name of the person who is authorized to act as the Representative on behalf of the Joint Venture) to act as the JV's Representative in the name and on the behalf of their Joint Venture.
4. That all members of the Joint Venture shall be liable jointly and severally for the execution of the Contract.
5. That this Joint Venture is constituted for the purpose of the execution of the Production/Distribution/Supply of \_\_\_\_\_ under this contract.
6. That if the Employer accepts the Bid of this Joint Venture it shall not be modified in its composition or constitution until the completion of Contract without the prior consent of the Employer.
7. That each member's share of the Work, stated as percentage of the total contract amount, shall be as follows.

I. Signed for and on behalf of [Name of the Lead Member] \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal:** \_\_\_\_\_

II. Signed for and on behalf of [Name of the Member] \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal:** \_\_\_\_\_

**Annex 3: Lead Member of JV**  
(Power of Attorney for Lead Member of Joint Venture (JV))

[To be printed on a PKR 100 stamp paper]

**PUNJAB POLICE** has invited Application for Pre-Qualification for Supply of \_\_\_\_\_, Whereas \_\_\_\_\_ and \_\_\_\_\_ (collectively the “**Joint Venture**” and individually as the “**Member**”) being members of the Joint Venture are interested in Pre-Qualification for the Project in accordance with the terms and conditions of the Pre-Qualification Document.

Whereas, it is necessary for the Joint Venture to designate one of the Joint Venture Member as the Lead Member with all necessary power and authority to do for and on behalf of the JV, all acts, deeds and things as may be necessary in connection with the JV’s Pre-Qualification Application for the Project and its execution.

**Now Therefore Know All Men by These Presents**

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Member of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV and any one of us during the Prequalification process and, in the event the Joint Venture is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the JV and generally to represent the JV in all its dealings with the Authority.

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ JV.

**In witness whereof we the principals above named have executed this power of attorney on this \_\_\_\_\_ day of \_\_\_\_\_.**

**Members:**

**Member 1**

**Member 2**

**Signature:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**Witnesses:**

**Witness 1**

**Witness 2**

**Signature:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**(To be executed by all the Members of the Joint Venture) Notes:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also wherever required, the applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Pakistani Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

## Annex 4: General Information

### PARTICULARS

Company Name \_\_\_\_\_

Abbreviated Name \_\_\_\_\_

National Tax No. \_\_\_\_\_ Sales Tax Registration No. \_\_\_\_\_

No. of Employees \_\_\_\_\_ Company's Formation Date \_\_\_\_\_

Registered Office Address \_\_\_\_\_

State/Province \_\_\_\_\_

City/Town \_\_\_\_\_ Postal Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_ Website Address \_\_\_\_\_

Branch Office Address \_\_\_\_\_

City/Town \_\_\_\_\_ State/Province \_\_\_\_\_

Country \_\_\_\_\_ Postal Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Factory/Workshop Office Address \_\_\_\_\_

City/Town \_\_\_\_\_ State/Province \_\_\_\_\_

Country \_\_\_\_\_ Postal Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

*\*Please attach copies of NTN, GST Registration & Professional Tax Certificate*

**\*Name, Signature, Stamp and Designation of the focal person nominated by Applicant or Lead member of JV**

## Annex-5: Financial Soundness

### Financial Soundness

Name of Applicant (Lead Member of a Joint Venture, in case of JV)
---

Applicant (Lead Member of a Joint Venture, in case of JV) applying for prequalification is required to provide financial information to demonstrate that they meet the requirements of Evaluation Criteria. If necessary, use separate sheets to provide complete information. **A copy of the audited financial statements of the past three (3) financial years must be attached.**

#### Banker

Name of Banker	
Address of Banker	
Credit Line/Cash Limit:	
Telephone	
Fax	

Summarize documented information in Pak Rupees (equivalent at the current rate of exchange at the end of each year) for the previous three years (if FY 2020-21 audit is complete then below FY may read as (FY 2019-20, FY2020-21, FY2021-22).

Financial Information in Pak Rupees	FY2018-2019	FY2019-2020	FY2020-2021
Annual Turnover			
Total Assets			
Total Liabilities			
Net Worth			
Working Capital			
Current Assets			
Current Liabilities			
Profits Before Taxes			
Profits After Taxes			
Total Debt			
Total Equity			
Total Revenue			
Annual Turnover			

\* If any above or relevant document as per 6.2 in foreign currency (other than PKR), shall be provided/converted into Pak Rupee (PKR) with respect to the date of respective document by the Applicant.

**\*Name, Signature, Stamp and Designation of the focal person nominated by Applicant or Lead member of JV**

## **Annex-6: Similar Projects**

### **Summary of Similar Nature Project Completed**

**Name:** \_\_\_\_\_

(Applicant or member of Joint Venture)

*Applicant and each Member of a Joint Venture applying for Pre-Qualification is required to complete the information in this form. Use a separate sheet for each Member of a Joint Venture.*

<b>Project Name</b>	<b>Year of Completion</b>	<b>Location</b>	<b>Value in PKR (Million)</b>

\* If any above or relevant document as per 6.2 in foreign currency (other than PKR), shall be provided/converted into Pak Rupee (PKR) with respect to the date of respective document by the Applicant.

**\*Name, Signature, Stamp and Designation of the focal person nominated by Applicant or Lead member of JV**

## **Annex 7: Similar Project in Hand**

### **Summary of Similar Nature Project in hand**

**Name:** \_\_\_\_\_  
(Applicant or member of Joint Venture)

*Applicant and each Member of a Joint Venture applying for Pre-Qualification is required to complete the information in this form. Use a separate sheet for each Member of a Joint Venture.*

<b>Project Name</b>	<b>Year of Completion</b>	<b>Location</b>	<b>Value in PKR (Million)</b>

**\*Name, Signatures, Stamp and Designation of focal person nominated by the applicant or Lead Member of JV**

**Annex8: Undertaking**  
**Affidavit for Correctness of Information**  
(To be printed on PKR 100 Stamp Paper)

Name: \_\_\_\_\_  
(Applicant or member of Joint Venture)

The undersigned, do hereby certify that all the statements made in the Pre-Qualification Forms and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the Bank, Person, Firm or Corporation to furnish any additional information requested by the Punjab Police of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the **PUNJAB POLICE**.

**PUNJAB POLICE** undertake to treat all information provided as confidential.

*Signed by an authorized Officer of the firm*

**Title of Officer:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*Name, Signatures, Stamp and Designation of focal person nominated by the applicant or Lead Member of JV**

## **Annex 9: Personnel Capabilities Short CV**

1. **Name** :
2. **Profession/Expertise** :
3. **Date of Birth** :
4. **Years with the Firm** :
5. **Nature of experience in this firm and others** :
6. **Education** :
7. **Other Training** :
8. **Key Qualifications (Maximum ¾ of a page)** :

**\*Name, Signatures, Stamp and Designation of focal person nominated by the applicant or Lead Member of JV**

**PRE-QUALIFICATION DOCUMENT FOR BULLET PROOF  
HELMET**

2022-23

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**PRE-QUALIFICATION OF ORIGINAL EQUIPMENT  
MANUFACTURERS (OEM) OR AUTHORIZED  
SUPPLIERS/DEALERS OF (OEM)**

---



**Punjab Police Department,  
Government of Punjab**

CPO Complex, Lahore Punjab, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715  
URL: [www.punjabpolice.gov.pk](http://www.punjabpolice.gov.pk)

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## 5. INVITATION FOR PRE-QUALIFICATION FOR FINANCIAL YEAR 2022-23

Punjab Police Department intends to Pre-Qualify the Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer/ Agent of OEM for the procurement of Bullet Proof Helmet -for Punjab Police. The “Eligible Applicants” as provided in the relevant clause may participate in the Pre-Qualification process by submitting their application as required below in the prescribed manner.

A transparent Pre-Qualification method given in this Pre-Qualification Documents (PQD) shall be followed in its true letter and spirit keeping in view the guidelines of Punjab Procurement Rules 2014 updated (PPRA-14). Only the Pre-Qualified (OEM) or authorized supplier / dealer of OEM shall be invited through request for proposals (RFP) for submission of their bids. Performance of each (OEM) or authorized supplier / dealer of OEM in terms of quality, delivery, after sales service, credit terms and other contractual obligations will be closely monitored and periodically reviewed. The Pre-Qualification Document carrying all details can be downloaded from Punjab Police’s as well as PPRA website (<https://punjabpolice.gov.pk> & <https://ppra.punjab.gov.pk>). The complete applications along with all prescribed / related PQD shall be received in sealed envelope by hand only to the Senior Purchase Officer/Additional Inspector General of Police, Logistics & Procurement, Punjab, Lahore. The (OEM) or authorized supplier / dealer of OEM shall be fully and completely responsible for all the deliveries and deliverables to the Procuring Agency as per subsequent purchase order/contract.

OEM or authorized supplier / dealer of OEM is required to provide the name, title, fax No. & Email Address of their authorized representative for the correspondence.

The Procuring Agency will not be responsible for any costs or expenses incurred by applicant (OEM) or authorized supplier / dealer of OEM in connection with the process of this Pre-qualification.

Under Punjab Procurement Rules 2014, Procuring Agency reserves the exclusive right to cancel the Pre-Qualification process and reject all Applications at any stage.

## 6. APPLICABILITY OF PUNJAB PROCUREMENT RULES, 2014

This Pre-Qualification Process will be completed **in the terms & conditions set forth herein these PQD which are not conflicted with applicable connected Rules of Punjab Procurement Rules, 2014** as amended from time to time and instructions of the Government of the Punjab received during the completion of the process.

## 7. DEFINITIONS

In this document, unless there is anything repugnant in the subject or context:

- XXVI. "Applicant" an applicant (eligible) shall be a single or as a consortium with a formal intent to enter into an agreement in relation to this procurement.
- XXVII. "Authorized Representative," means any representative appointed, from time to time, by the Procuring Agency or applicant.
- XXVIII. "Eligible applicants" means the Original Equipment Manufacturer (OEM) or OEM agent/ supplier/ dealer of OEM.
- XXIX. "Coercive Practice" coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- XXX. "Consortium" a consortium is an association of two or more registered companies or organizations with the objective of participating in a common activity or pooling their resources in relation to the project.
- XXXI. "Collusive Practice" a collusive practice means; an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- XXXII. "Corrupt Practice" a corrupt practice means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence actions of any other party.
- XXXIII. "Commencement Date of the Contract" means the date of signing of the Contract between the Procuring Agency and the Pre-Qualified Bidder.
- XXXIV. "Contract" means the agreement/ contingent contract executed between the Procuring Agency and the contractor, as recorded in the Contract Form including all Schedules and Attachments or Addendum.
- XXXV. "Contract Price" means the price payable to the Supplier / Contractor under the Purchase Order/Contract for the full and proper performance of its contractual obligations.
- XXXVI. "Day" means calendar day.
- XXXVII. "Procuring Agency" the Procuring Agency means Punjab Police Department and/or any authorized Officer of Police Department.
- XXXVIII. "Fraudulent Practice" a fraudulent practice means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- XXXIX. "Goods" means all such goods, articles, equipment, products, machinery, spare parts, including the services for their installation (if any), replacement or supply that may be required by the Procuring Agency under the Contract signed with the Supplier in relation to this Pre-Qualification process relating to the and procurements of Bullet Proof Helmet.
- XL. "Grievance Redressal Committee" means a committee constituted by the Procuring Agency (of odd members) to address objections/complaints/grievance filed by the participants/applicants in the procurement process/ pre-qualification, before entering into contract.

- XLII. "Lead Partner" Partner of a consortium, who has the capacity and responsibility in supplying, manufacturing, installation, repairing, as required under this Pre-Qualification Documents and has at least 60% share in the consortium.
- XLIII. "Origin" shall be considered to be the place where the Goods are produced/ manufactured or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Supplier.
- XLIV. "Procuring Agency" means the Punjab Police Department or any other person for the time being or from time to time duly appointed in writing by the Procuring Agency to act as Procuring Agency for the purposes of the Contract.
- XLV. "Pre-Qualified Person" means a person (as defined hereunder) declared responsive/ short listed/ pre-qualified after technical evaluation and completion of this pre-qualification process.
- XLVI. "Purchase Order" means a document issued by the Procuring Agency to the Supplier for the delivery of Goods or Services as required by the Procuring Agency.
- XLVII. "PPRA Laws" means Punjab Procurement Rules 2014 (amended time to time) including other procurement Laws/Regulations/Circulars/Instructions or Guide Lines issued by the Government of Punjab.
- XLVIII. "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- XLIX. "Prescribed" means prescribed in the Pre-Qualification Document.
- L. "Pre-qualification committee" means a committee constituted by the Procuring Agency (of odd members) to technically evaluate applications/documents received by the Procuring Agency as per requirement.
- L. The "Supplier" means the Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer/ Agent of OEM who declare responsive/ lowest evaluated after completion of the procurement process.

## **8. INFORMATION/INSTRUCTIONS TO THE APPLICANT**

### **8.1. Signing of Application & Number of Copies**

The Applicant shall prepare the documents comprising the information required in this PQD and clearly mark it "ORIGINAL". The original on the application shall be typed or written in indelible ink and each page shall be signed and stamped by a person duly authorized to sign on behalf of the Applicant. The Applicant shall submit one (01) original, two (02) hard copies and one (01) soft copy of the signed application in addition to the original application and clearly mark them as "ORIGINAL" and/or "TRUE COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.

The requirements regarding the legal instrument evidencing the authorization to represent and sign on behalf of the Applicant shall be a power of attorney, duly notarized and attested, indicating that the person(s) signing the Application has(ve) the authority to sign the Application for Prequalification.

The Power of Attorney is required to be duly stamped, witnessed, notarized according to the laws of the country where the Power of Attorney was issued and duly attested by Pakistan Foreign Office of the country where the power of attorney was issued.

Additionally, the date of issuance and validity of the power of attorney should also be specified, along with the name and designation of the signatory.

For a consortium, the power of attorney (duly stamped, witnessed and dated; as stated above) should be signed by all partners of the consortium and specify the authority of the named representative of the consortium to sign on behalf of the consortium.

Applications submitted by an existing or intended Consortium shall include an undertaking signed by all partners:

Stating that all partners shall be jointly and severally liable, and

Nominating a Representative to act as lead partner who shall have the authority & responsibility to conduct all businesses and ensure compliance thereof on behalf of any and all the partners of the Consortium during the prequalification process and, in the event the Consortium is prequalified, during the bidding process, and in the event the Consortium is awarded the Contract, during contract execution.

### **8.2. Cost of Application**

The Applicant shall bear all costs associated with the preparation and submission of its application. The Procuring Agency will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Pre-Qualification process by the Procuring Agency.

### **8.3. Language of Application**

The application as well as all correspondence and documents relating to the Pre-Qualification exchanged by the Applicant and the Procuring Agency, shall be written in English language.

Supporting documents and printed literature that are part of the application shall also be in the same language.

#### **8.4. Clarification of Pre-Qualification Document**

An Applicant requiring any clarification about this PQD shall contact the Procuring Agency in writing at the given Procuring Agency's address indicated in the Advertisement and this document. The Procuring Agency will respond in writing or by Email to any request for clarification provided that such request is received not later than two (2) days prior to the deadline for submission of applications. The Procuring Agency shall forward copies of its response to all applicants who have acquired the PQD directly from the Procuring Agency including a description of the inquiry but without identifying its source. **The Procuring Agency reserves the right to amend the Pre-Qualification Document as a result of a clarification if deemed appropriate before the closing date and communicate the same to all prospective applicants in writing or by Email who directly purchased these PQDs from the Procuring Agency.**

#### **8.5. Amendment of Prequalification Document**

At any time prior to the deadline for submission of applications, the Procuring Agency may amend PQD by issuing Addendum/ Corrigendum or call a meeting inviting all the prospective applicant(s) to review the PQ documents (if procuring agency decide so). Any Addendum/ Corrigendum issued shall be the part of this PQD and shall be communicated in writing or by Email to all who have obtained directly the Pre-Qualification Document from the Procuring Agency. Moreover, the Procuring Agency may extend the deadline for the submission of the application at its own or on the request of the prospected applicant(s).

#### **8.6. Letter of Application**

The applicant shall submit an application form along with Pre-Qualification Application as per **Annex-1**. This form shall be completed without any alteration to its format.

#### **8.7. Eligible Applicants**

All domestic OEM or authorized supplier / dealer/ Agents of OEM are eligible to participate in this pre-qualification process. An applicant should meet the requirements as described in the Definition. In case of a Consortium; All partners to the Consortium shall be jointly and severally liable; and A Consortium must be represented by its Lead Partner. Lead partner should meet the requirements as described in Definitions or hereunder. An applicant who is under a declaration of ineligibility/ blacklisting, due to reasons, including but not limited to, corrupt practices and poor performance, by the Government of Pakistan/ Government of Punjab or the Procuring Agency, at the date of submission of the application or thereafter, shall not be considered. The applicant shall provide such evidence of their continued eligibility/satisfactory to the Procuring Agency. The Applicant must comply with the Standard Anti-Corruption Policy of Government of the Punjab

and must not be declared ineligible by any Court of Law or Governmental Body of Pakistan due to corrupt/fraudulent/coercive/collusive practices as described in the Definitions. The Procuring Agency shall disqualify/ black list the Applicant(s) pursuant to Section 17A of Punjab procurement Regularity Authority Act 2009 (amended time to time) and Rule 20 or 21 of Punjab Procurement Regulatory Authority (PPRA) Procurement Rules, 2014 for award of contract, if it determines that the Applicant(s) recommended for award has(ve), directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and the Procuring Agency shall sanction the Applicant(s) or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in bidding activities in Pakistan, if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing the contract. The Applicant must not conceal any information that might hinder the execution of the project. The Procuring Agency shall disqualify an Applicant pursuant to ibid relevant Rules of Punjab Procurement Rules-2014 on grounds of false, fabricated or materially incorrect information. In case of Joint Venture (JV) Consortium the applicant must fulfil the requirement given in the attached Performa.

## **8.8. Joint Venture(JV)**

### **4.11.1 Joint Venture(JV) Agreement**

Applicant/OEM or Authorized persons may submit Pre-Qualification Application as a Joint Venture (JV). Pre-Qualification Document shall be signed by authorized representative of the JV. Joint Venture Agreement entered into by the members shall be submitted with the Pre-Qualification Document as per **Annex-2**. Letter of acceptance will be issued as per JV agreement.

### **4.11.2 Lead Member JV**

One of the members who is responsible for performing the key function in executing major component of the proposed contract shall be nominated as lead member during the Pre-qualification and bidding period and in the event of a successful bid, during contract execution. The Lead Member shall be responsible to incur liabilities and receive instructions for and on behalf of any and all members of Joint venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members of the Joint Venture as required. All responsibility for successful completion of the work as per tender documents shall be with the lead member. However, in case of any default or involvement in any corrupt practice or fail to provide the required document(s)/ information(s) all such partners of JV shall be jointly/ severely responsible any legal action shall be taken against all JV partner(s).

### **4.8.3 Joint and Several Liability**

All members of the Joint Venture shall be legally liable, jointly and severally, during the Pre-Qualification and bidding period, and during the event of a successful bid and contract execution. A JV partner may not join any other consortium or submit independent application in this prequalification process and in such eventuality, all such application shall be state forwardly rejected.

#### **4.8.4 Basic Requirements for JV**

a) Following are minimum qualification requirements: -

- vii. The lead partner shall not have score less than 60% of all qualifying criteria given in paras 6.2.
- viii. Each of the partners shall not have score less than 25% percent of all the qualifying criteria given in paras 6.2.
- ix. The joint venture or consortium must compose of one leading partner and maximum two partners.
- x. In case an applicant firm wants to demonstrate experience of a project executed under JV arrangement, it must submit JV agreement clearly showing percentage share of all partners of JV. If the JV agreement showing percentage of the partners is not attached, the submitted project will not be considered during evaluation.
- xi. In JV one of the applicant shall be designated as the Lead member, to perform a lead role who has been duly appointed by all applicant(s) to submit and sign on their behalf all documents required hereunder to bound the entire JV agreement to the contents thereof.
- xii. v) In JV, there must be a Lead firm appointed through a Power of Attorney executed by all other applicants.

b) Any change in a Prequalified JV after prequalification, shall be subject to the written approval of the Procuring Agency prior to the deadline for submission of bids. Such approval may be denied if: -

- iv. Partner(s) withdraw from a JV and remaining partners do not meet the qualifying requirements;
- v. The new partners to a JV are not qualified individually or as another JV; or
- vi. In the opinion of the Procuring Agency, a substantial reduction in competition would result.

c) Partners, jointly and severally, and any application shall be submitted with a copy of the JV agreement providing the joint and several liabilities with respect to the contract.

#### **4.12 Submission of Pre-Qualification Application**

Application for Prequalification **one (01) original, two (02) hard copies and one (01) soft copy of the signed application in addition to the original application and clearly mark them as “ORIGINAL” and/or “TRUE COPY”** must be received in sealed envelopes to be delivered by

hand or through registered mail on or before ----- as per advertisement date and time----- at the following address:

**Senior Purchase Officer/  
Addl: Inspector General of Police,  
Logistics & Procurement, Punjab,  
Govt: of the Punjab, Police Department,  
CPO Complex, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715**

Envelope should be clearly marked “**Application for Pre- Qualification for Supply of Bullet Proof Helmet**. The proposals/bids should be numbered by the concerned bidder/contractor and concerned official/dealing hand should also have its initial on it..

#### **4.13 Opening of Pre-Qualification Application**

The Procuring Agency shall prepare a record of opening of Applications that shall include, as a minimum, the name of the Applicant.

#### **4.14 Late Submission of Pre-Qualification Applications**

The application which is received after the closing date and time as mentioned in advertisement, shall not be entertained.

#### **6.12 Lack of Information**

Failure of an applicant to provide comprehensive and accurate information that is essential for the evaluation to the applicant may result his disqualification/rejection.

#### **6.13 Qualification**

A Procuring Agency, at any stage of the procurement proceeding, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of an applicant, whether or not pre-qualified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competency as the Procuring Agency may decide.

#### **6.14 Only one Application**

An Applicant shall submit only one application in the same Pre-Qualification process, either individually as an Applicant or as a member of a Joint Venture. An Applicant who submits, or participates in, more than one application will cause all the applications in which the Applicant has participated to be disqualified and its/ his all such applications shall be treated as **rejected**.

## **6.15 Compliance**

After pre-qualification and process of procurement the successful applicant/joint venture shall comply with and acquire all consents, approvals, permits and licenses applicable under the laws of Pakistan in relation to the performance of the work & services. Each applicant or bidder shall indemnify the Procuring Agency, its affiliates and their advisors fully in respect of any direct or indirect losses, damages, costs, penalties or expenses of any kind incurred by such person arising from a Prospective Firms/ Joint Venture's breach of the obligations referred to above.

## **6.16 Fraud & Corruption**

The applicant shall observe the highest standards of ethics during this prequalification and further processing. The Procuring Agency defines for the purposes of this provision, the terms set forth below:

- v. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Pre-Qualification process or in contract execution.
- vi. "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence the Pre-Qualification;
- vii. "Collusive Practice" means a scheme or arrangement between two or more Applicants, with or without the knowledge of the Procuring Agency, designed to establish artificial Data/ Information.
- viii. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the prequalification process.

Procuring Agency will reject an application for Pre-Qualification, if it determined that the Applicant recommended for award has, directly or through an agent, engaged in Corrupt/Fraudulent/Collusive/Coercive practices.

Procuring Agency will sanction a Firm/Joint Venture/Individual, including declaring them ineligible, either indefinitely or for a stated period of time for Pre-Qualification, if it at any time determines that they have, directly or through an agent, engaged in Corrupt/Fraudulent/Collusive/Coercive practices.

## **6.17 Declaring of Ineligibility and Blacklisting**

Declaration of ineligibility and Blacklisting would be applicable as per Section 17A of PPRA Act 2009 (amended) and Rules 20/21 of PPRA Rules 2014. Please ensure ibid Laws of Punjab Procurement Rule(s) 20/21 and schedule appended with PPR-2014.

## **6.18 No Conflict of Interest**

Applicant and all parties constituting the Applicant shall not have a conflict of interest. Applicants shall be considered to have a conflict of interest if:

**4.18.1** Applicant has common controlling shareholders or other ownership interest.

**4.18.2** Applicant is also a constituent of another applicant.

**4.18.3** Applicant has a relationship with another applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Pre-Qualification of either or each of the other applicant

**4.18.4** Applicant has participated as a consultant of other Applicant and helped him in the preparation of any documents, design or technical specifications of the Project.

## **6.19 Additional Information**

The Procuring Agency, at any stage of the pre-qualification or procurement proceedings, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of a contractor, whether or not Pre-Qualified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competence as the Procuring Agency may decide. In case of non-responsive or failed to provide the information the Procuring Agency may initiate any legal action against the applicant/contractor/supplier under PPRA Rules-2014

- To assist in the evaluation of applications, the Procuring Agency may, at its discretion, ask any applicant for a clarification of its application which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.
- If an applicant does not provide clarifications of the information requested by the date and time set in the Procuring Agency's request for clarification, its application may be rejected.
- The Procuring Agency may reject any application which is non responsive to the requirements of the pre-qualification documents.
- The Procuring Agency reserves the right to waive minor deviations and omissions, if these do not materially affect the capability of an applicant as required under the pre-qualification document.
- The Procuring Agency shall use compliance to eligibility requirements in relevant section and the criteria and methods defined in provided section qualification criteria to evaluate the qualification of the applicants.
- Once the Procuring Agency has completed the evaluation of the applications it shall notify all applicants in writing of the names of those applicants who have been prequalified.

- After the notification of the results of the prequalification, the Procuring Agency shall invite bids from all the applicants that have been prequalified.

## **6.20 Confidentiality**

2. Information relating to the evaluation of Applications, and recommendation for pre-qualification, shall not be disclosed to Applicants or any other persons not officially concerned with such process until the notification of prequalification is made to all Applicants.
2. From the deadline for submission of Applications to the time of notification of the results of the prequalification in accordance with relevant provision, if any Applicant wishes to contact the Procuring Agency on any matter related to the prequalification process, it may do so in writing.

## **6.21 Inspection of applicant's manufacturing unit/factory/office**

The applicant shall make all arrangements and confirm availability of all the machinery, equipment and manpower for carrying out the inspection of manufacturing unit/factory/office by Procuring Agency's team. In case of non-availability of machinery equipment and man power as mentioned in the submitted documents, the firm shall be considered ineligible. All the expenses incurred such as transportation, travelling, residing, refreshments, meals etc. for inspection of applicant's manufacturing unit/ factory/ office shall be borne by the applicant.

## **7 PROCURING AGENCY'S RIGHTS**

The Procuring Agency reserves the right to take the following actions, and shall not be liable for any such actions:

- v. The Procuring Agency will not be responsible for any costs or expenses incurred by Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM in connection with the preparation or delivery of applications.
- vi. Procuring Agency is competent to accept the application; the Procuring Agency reserves the exclusive right to cancel the Pre-Qualification/procurement process, or to extend the date of submission of applications.
- vii. The Procuring Agency shall issue the bidding documents/ Request For Proposal(s) only to the Pre-Qualified applicants in result of this pre-qualification process.
- viii. The Procuring Agency may utilize the framework contract mode after completion this pre-qualification and subsequently procurement process to acquire the desirables.

## **5.1 Address of Procuring Agency**

**Senior Purchase Officer/**

**Add: Inspector General of Police,  
Logistics & Procurement, Punjab,  
Govt: of the Punjab, Police Department,  
CPO Complex, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715**

## **8 CRITERIA FOR EVALUATION OF APPLICATIONS**

Pre-Qualification will be based on Applicant meeting the following qualification criteria regarding their financial soundness, firm's experience and quality of its personnel & equipment and other relevant information as demonstrated by the applicant's response in the Pre-Qualification Forms attached to the Submission Form (Annex-1). Successful applicants/firms/JV fulfilling the eligibility /mandatory criteria (as mentioned in 6.1) will be evaluated on following factors (as mentioned in 6.2).

<b>Sr. No.</b>	<b>Evaluation on the basis of following factors</b>
1	Financial Soundness
2	Relevant Experience
3	Manufacturing Facility
4	Personnel Capabilities

### **6.3 Eligibility/ Mandatory Criteria**

The applicants fulfilling the following basic eligibility criteria shall only be considered for further evaluation.

- h. Valid legal entity of the firm e.g. Certificate of registration from SECP or Registrar of firms. Foreign firms must attach similar certificate of registration from the respective registration body/ entity of their home country (if required).
- i. Certificate of registration with relevant Taxation Authorities (Income Tax, Sales Tax or any other Authority/ Office applicable by Law). Foreign firms must attach similar certificate of registration from the Tax Authority of their home country (if required).
- j. Last Three years (FY) Audited Financial Statements by the Chartered Accountant firm.
- k. Last three Year Bank Statement verified by respective Bank.
- l. Affidavit on Non-Judicial stamp paper that Non-Performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation. Moreover, all the information provided by the firm is correct.
- m. Judicial Affidavit declaring "Neither the firms nor its Stakeholders or any of its JV partner, as a whole or as a part of the firm have been black listed/ defaulted/ banned by any government agency/ department/organization/ entity etc".
- n. Copy of Pakistan Engineering Council Certificate (**\*Optional for required category, if any**)

**Note:** Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM/All members of Joint venture have to meet in full the aforementioned basic Eligibility Criteria (as per clauses- 3(III),4.7&4.8).

#### 6.4 Pre-Qualification Evaluation Criteria

Sub Category	Category	Weightage/Marks
A	Financial Soundness	25
B	Relevant Experience	25
C	Manufacturing Facility	30
D	Personnel Capabilities	20
<b>Total</b>		<b>100</b>

#### Important Note.

An overall minimum of 70% marks required to Pre-Qualify in the aforesaid qualification criteria. However, minimum 50 % marks in each category is mandatory.

Criteria, sub-criteria and marking system for the evaluation of applicants shall be as under:

#### 6.2.1 Financial Soundness

*For financial soundness, no marks shall be given, if letter from Banks & copy of audited financial statements of last three financial years are not attached.*

Marks shall be awarded on the basis of the following criteria

Sr. No.	Description	Marks	Explanation for Marks Obtained
a	<b>Annual Turnover</b> Annual Turnover of last three years	15	<ul style="list-style-type: none"> <li>Full Marks will be given, if total amount of Annual Turnover of last three FY's (as per the audited financial Statements) is equal or above amounting <b>Rs.400 million (PKR)</b> (or equivalent in other currency.)</li> <li>Formula  <math display="block">A = (Y1+Y2+Y3)/400 *15</math> <b>Y1,Y2,Y3 representing annual turnover of last three years audited financial statements i.e 2018-19, 2019-20, 2020-21)</b> </li> <li><b>Note: If Audit of 2021-22 is completed then updated last three year data may be provided for evaluation. i.e (2019-20, 2020-21,2021-22)</b></li> </ul>
b	<b>Bank Credit Limit/ Cash and Bank balance</b>	10	<ul style="list-style-type: none"> <li>Full marks will be given if "Bank Credit Limit", "Cash and Bank Balance" jointly or severally is amounting to Rs.300 million or more:</li> <li>Formula  <math display="block">(\text{Bank Credit Limit} + \text{Cash and Bank balance}) / 300 * 10.</math> </li> </ul>
<b>Total Marks</b>		25	

## 6.2.2 Relevant Experience

Marks shall be awarded on the basis of the following criteria for evaluation of the experience of the Applicant.

Sr. No.	Description	Marks	Explanation for Marks Obtained
a	Projects of similar nature and complexity such as making/supply of Bullet Proof Helmet or similar for Pakistan national forces (army, navy, air force), provinces/ICT forces i.e. police, rangers constabulary and other govt. recognized departments and exports to any other country completed in <b>Last 03 Years</b>	20	<ul style="list-style-type: none"> <li>• 20 marks will be given if applicant firm has project having total value of 400 Million and above in last three years.</li> <li>• Formula= <b>(Accumulated Total Cost of Project(s) in last three years) /400 *20</b></li> <li>• Provided that supply was completed within the specified period (including grace period) and firm has not been defaulted in any manner(s).</li> <li>• For Completed Projects, Completion Certificate/Proof of Supply of respective project is mandatory indicating Cost of Project. Otherwise, no marks shall be awarded.</li> </ul>
b	Projects of ongoing similar nature and complexity such as making/supply of Bullet Proof Helmet for Pakistan national forces (army, navy, air force), provinces/ICT forces i.e. police, rangers constabulary and other govt. recognized departments and exports to any other country in last three years.	05	<ul style="list-style-type: none"> <li>• 05 marks will be given if applicant firm has similar nature project(s) in hand and having sum of Cost of Project(s) amounting to Rs. 150 Million or more.</li> <li>• Formula= <b>(Accumulated Total Cost of Project(s) in hand) /150 *05</b></li> <li>• For in hand Projects, Purchase Order/Contract Agreement of respective project is mandatory indicating Cost of Project. No marks shall be awarded, if Purchase Order/Contract Agreement indicating cost of respective project is not attached along with relevant annexes.</li> </ul>
<b>Total Marks</b>		25	

## 6.2.3 MANUFACTURING/PRODUCTION CAPABILITIES

Marks shall be awarded on the basis of Manufacturing Facility. Whereas Supplier/Firm/Company/Original Equipment Manufacturer (OEM)/Authorized Agents of OEM are eligible as per **clause 3.iii, & 4.7**. (In case of supplier/firm/company other than Original Equipment Manufacturer, is required to submit the authorization dealership/supplier certificate

issued by OEM along with 3 capabilities/details as mentioned in 6.2.3). No marks shall be awarded, if declaration of Manufacturing Facility of OEM is not provided along with Annex.

The firm must have following manufacturing facility.

Sr. No.	Description	Marks
i.	GGT (Gover Garment Technology) or equivalent 01 No.	05
ii.	Plotter (100 inch to 180 inch) 01 No.	05
iii.	Electric Cutters 05 No.s (1 mark for each cutter)	05
iv.	Hydraulic Press Machine 1 No.	10
v.	Capability to produce 1500 Helmets in a month, otherwise, no marks shall be awarded. <b>*The capability shall be examined based on availability of above mentioned manufacturing facility from Sr. No. i to iv.</b>	05
<b>Total Marks</b>		<b>30</b>

#### 6.2.4 Personnel Capabilities

Marks shall be awarded on the basis of the following criteria for evaluation of the experience of the Applicant.

Sr. No.	Description	Marks	Explanation for Marks Obtained
a	<b>Managerial Staff (05 professionals)</b>	05	Master's Degree with Minimum 03 years of relevant experience or Bachelor with Minimum 05 years of relevant experience *CVs of Managerial staff must be attached otherwise no marks shall be awarded.
	<b>Support Staff</b>	10	<ul style="list-style-type: none"> <li>• 10 Marks will be given if applicant firm has 20 or more support staff.</li> <li>• For staff, less than 20, marks shall be awarded as: (No of support staff/20) *10</li> </ul> *Payroll of staff must be attached.
	<b>Quality Certification and any other certification</b>	05	<ul style="list-style-type: none"> <li>• 05 Marks will be given if applicant firm has Quality Certification (relevant category).</li> </ul> No mark if applicant firm has not provided quality Certification

			Relevant/valid ISO certificate must be attached otherwise no marks shall be given. (Date of expiry of the contract should be clearly mentioned)
<b>Total Marks</b>		20	

## 8. Grievance Redressal Committee

A committee has been constituted comprising of odd number of persons, with proper powers and authorizations, to address the complaints of the bidders that may occur prior to the entry into force of the procurement contract.

- iv. Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- v. The committee shall investigate and decide upon the complaint within fifteen (15) days of the receipt of the complaint.
- vi. Mere fact lodging of a complaint shall not warrant suspension of the procurement process.

### Annex 1: Cover Letter

**To**

**Senior Purchase Officer/  
Addl: Inspector General of Police,  
Logistics & Procurement, Punjab,  
Govt: of the Punjab, Police Department,  
CPO Complex, Lahore Punjab, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715**

**Subject:** \_\_\_\_\_

**Respected Sir,**

Being duly authorized to represent and act on behalf of \_\_\_\_\_, and having reviewed and fully understood all of the terms and condition set forth in the PQD and attached annexes.

We hereby express our interest and apply for the Pre-Qualification of **item** \_\_\_\_\_ for Police Department.

Attached to this letter are copies of original documents defining:

- d. The Applicant's legal status
- e. The principal place of business
- f. The place of incorporation (for applicants who are corporations); or the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).

7. The Procuring agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

8. The Procuring agency and its authorized representatives may contact the following inquiry numbers: -

<b>General and Managerial Inquiries</b>	
Contact 1	Telephone 1
Contact 2	Telephone 2
<b>Personnel Inquiries</b>	
Contact 1	Telephone 1
Contact 2	Telephone 2
<b>Technical Inquiries</b>	
Contact 1	Telephone 1
Contact 2	Telephone 2
<b>Financial Inquiries</b>	
Contact 1	Telephone 1
Contact 2	Telephone 2

9. This application is made with the full understanding that:

- d. Bids by prequalified applicants will be subject to verification of all information submitted for prequalification at the time of bidding;
- e. The Procuring agency reserves the right to reject or accept all application, may cancel the prequalification process.
- f. The Procuring agency shall not be liable for any such actions or consequences and shall be under no obligation to inform the Applicant of the grounds for actions at 5(b) here above.

***[Applicants who are not joint ventures should delete Para 4&5 and initial the deletions.]***

10. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, to the joint venture. We also specify the financial commitment in terms of the percentage of the value of the (each) contract, and the responsibilities for execution of the (each) contract.

11. We confirm that in the event that we bid, that bid as well as any resulting contract will be: -
- c. Signed so as to legally bind all members, jointly and severally.
  - d. Submitted with a Joint Venture agreement providing the joint and several liabilities of all members in the event the contract is awarded to us.
12. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.
2. Signed for and on behalf of [Name of the Lead Member] \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal:** \_\_\_\_\_

## **Annex 2: Joint Venture Agreement**

(Should be a Formal JV agreement on a Stamp Paper of value PKR 1,200)

To:

\_\_\_\_\_

[Name and address of the Leading Member firm] who for the purpose of this Agreement shall hereinafter called "Lead Member"

\_\_\_\_\_

[Name and address of the Member firm] who for the purpose of this Agreement shall hereinafter called "Member". They hereby declare:

8. That they will legalize a Joint Venture in case that a Contract for the Production/Distribution/Supply of \_\_\_\_\_ is awarded to their Joint Venture.
9. That they have nominated Mr. /Ms. \_\_\_\_\_ (Name of the Lead member) as the Lead Member of the Joint Venture.
10. That they authorized Mr. /Ms. \_\_\_\_\_ (Name of the person who is authorized to act as the Representative on behalf of the Joint Venture) to act as the JV's Representative in the name and on the behalf of their Joint Venture.
11. That all members of the Joint Venture shall be liable jointly and severally for the execution of the Contract.
12. That this Joint Venture is constituted for the purpose of the execution of the Production/Distribution/Supply of \_\_\_\_\_ under this contract.
13. That if the Employer accepts the Bid of this Joint Venture it shall not be modified in its composition or constitution until the completion of Contract without the prior consent of the Employer.
14. That each member's share of the Work, stated as percentage of the total contract amount, shall be as follows.

III. Signed for and on behalf of [Name of the Lead Member] \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal:** \_\_\_\_\_

IV. Signed for and on behalf of [Name of the Member] \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal:** \_\_\_\_\_

**Annex 3: Lead Member of JV**  
(Power of Attorney for Lead Member of Joint Venture (JV))

[To be printed on a PKR 100 stamp paper]

**PUNJAB POLICE** has invited Application for Pre-Qualification for Supply of \_\_\_\_\_, Whereas \_\_\_\_\_ and \_\_\_\_\_ (collectively the “**Joint Venture**” and individually as the “**Member**”) being members of the Joint Venture are interested in Pre-Qualification for the Project in accordance with the terms and conditions of the Pre-Qualification Document.

Whereas, it is necessary for the Joint Venture to designate one of the Joint Venture Member as the Lead Member with all necessary power and authority to do for and on behalf of the JV, all acts, deeds and things as may be necessary in connection with the JV’s Pre-Qualification Application for the Project and its execution.

**Now Therefore Know All Men by These Presents**

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Member of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV and any one of us during the Prequalification process and, in the event the Joint Venture is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the JV and generally to represent the JV in all its dealings with the Authority.

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ JV.

**In witness whereof we the principals above named have executed this power of attorney on this \_\_\_\_\_ day of \_\_\_\_\_.**

**Members:**

**Member 1**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Member 2**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Witnesses:**

**Witness 1**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Witness 2**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**(To be executed by all the Members of the Joint Venture) Notes:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also wherever required, the applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Pakistani Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

## Annex 4: General Information

### PARTICULARS

Company Name	_____		
Abbreviated Name	_____		
National Tax No.	_____	Sales Tax Registration No.	_____
No. of Employees	_____	Company's Formation Date	_____
Registered Office Address	_____		
State/Province	_____		
City/Town	_____	Postal Code	_____
Phone	_____	Fax	_____
Email Address	_____	Website Address	_____
Branch Office Address	_____		
City/Town	_____	State/Province	_____
Country	_____	Postal Code	_____
Phone	_____	Fax	_____
Factory/Workshop Office Address	_____		
City/Town	_____	State/Province	_____
Country	_____	Postal Code	_____
Phone	_____	Fax	_____

*\*Please attach copies of NTN, GST Registration & Professional Tax Certificate*

**\*Name, Signature, Stamp and Designation of the focal person nominated by Applicant or Lead member of JV**

## Annex-5: Financial Soundness

### Financial Soundness

Name of Applicant (Lead Member of a Joint Venture, in case of JV)
---

Applicant (Lead Member of a Joint Venture, in case of JV) applying for prequalification is required to provide financial information to demonstrate that they meet the requirements of Evaluation Criteria. If necessary, use separate sheets to provide complete information. **A copy of the audited financial statements of the past three (3) financial years must be attached.**

#### Banker

Name of Banker	
Address of Banker	
Credit Line/Cash Limit:	
Telephone	
Fax	

Summarize documented information in Pak Rupees (equivalent at the current rate of exchange at the end of each year) for the previous three years (if FY 2020-21 audit is complete then below FY may read as (FY 2019-20, FY2020-21, FY2021-22).

Financial Information in Pak Rupees	FY2018-2019	FY2019-2020	FY2020-2021
Annual Turnover			
Total Assets			
Total Liabilities			
Net Worth			
Working Capital			
Current Assets			
Current Liabilities			
Profits Before Taxes			
Profits After Taxes			
Total Debt			
Total Equity			
Total Revenue			
Annual Turnover			

\* If any above or relevant document as per 6.2 in foreign currency (other than PKR), shall be provided/converted into Pak Rupee (PKR) with respect to the date of respective document by the Applicant.

**\*Name, Signature, Stamp and Designation of the focal person nominated by Applicant or Lead member of JV**

## **Annex-6: Similar Projects**

### **Summary of Similar Nature Project Completed**

**Name:** \_\_\_\_\_

(Applicant or member of Joint Venture)

*Applicant and each Member of a Joint Venture applying for Pre-Qualification is required to complete the information in this form. Use a separate sheet for each Member of a Joint Venture.*

<b>Project Name</b>	<b>Year of Completion</b>	<b>Location</b>	<b>Value in PKR (Million)</b>

\* If any above or relevant document as per 6.2 in foreign currency (other than PKR), shall be provided/converted into Pak Rupee (PKR) with respect to the date of respective document by the Applicant.

**\*Name, Signature, Stamp and Designation of the focal person nominated by Applicant or Lead member of JV**

## **Annex 7: Similar Project in Hand**

### **Summary of Similar Nature Project in hand**

**Name:** \_\_\_\_\_  
(Applicant or member of Joint Venture)

*Applicant and each Member of a Joint Venture applying for Pre-Qualification is required to complete the information in this form. Use a separate sheet for each Member of a Joint Venture.*

<b>Project Name</b>	<b>Year of Completion</b>	<b>Location</b>	<b>Value in PKR (Million)</b>

**\*Name, Signatures, Stamp and Designation of focal person nominated by the applicant or Lead Member of JV**

**Annex8: Undertaking**  
**Affidavit for Correctness of Information**  
(To be printed on PKR 100 Stamp Paper)

Name: \_\_\_\_\_  
(Applicant or member of Joint Venture)

The undersigned, do hereby certify that all the statements made in the Pre-Qualification Forms and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the Bank, Person, Firm or Corporation to furnish any additional information requested by the Punjab Police of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the **PUNJAB POLICE**.

**PUNJAB POLICE** undertake to treat all information provided as confidential.

*Signed by an authorized Officer of the firm*

**Title of Officer:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*Name, Signatures, Stamp and Designation of focal person nominated by the applicant or Lead Member of JV**

**Annex 9: Personnel Capabilities**  
**Short CV**

- 9. Name :
- 10. Profession/Expertise :
- 11. Date of Birth :
- 12. Years with the Firm :
- 13. Nature of experience in this firm and others :
- 14. Education :
- 15. Other Training :
- 16. Key Qualifications (Maximum  $\frac{3}{4}$  of a page) :

**\*Name, Signatures, Stamp and Designation of focal person nominated by the applicant or Lead Member of JV**

# **PRE-QUALIFICATION DOCUMENT FOR BULLET PROOF JACKET**

2022-23

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**PRE-QUALIFICATION OF ORIGINAL EQUIPMENT  
MANUFACTURERS (OEM) OR AUTHORIZED  
SUPPLIERS/DEALERS OF (OEM)**

---



**Punjab Police Department,  
Government of Punjab**

CPO Complex, Lahore Punjab, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715  
URL: [www.punjabpolice.gov.pk](http://www.punjabpolice.gov.pk)

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## **9. INVITATION FOR PRE-QUALIFICATION FOR FINANCIAL YEAR 2022-23**

Punjab Police Department intends to Pre-Qualify the Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer/ Agent of OEM for the procurement of Bullet Proof Jacket -for Punjab Police. The “Eligible Applicants” as provided in the relevant clause may participate in the Pre-Qualification process by submitting their application as required below in the prescribed manner.

A transparent Pre-Qualification method given in this Pre-Qualification Documents (PQD) shall be followed in its true letter and spirit keeping in view the guidelines of Punjab Procurement Rules 2014 updated (PPRA-14). Only the Pre-Qualified (OEM) or authorized supplier / dealer of OEM shall be invited through request for proposals (RFP) for submission of their bids. Performance of each (OEM) or authorized supplier / dealer of OEM in terms of quality, delivery, after sales service, credit terms and other contractual obligations will be closely monitored and periodically reviewed. The Pre-Qualification Document carrying all details can be downloaded from Punjab Police’s as well as PPRA website (<https://punjabpolice.gov.pk> & <https://ppra.punjab.gov.pk>). The complete applications along with all prescribed / related PQD shall be received in sealed envelope by hand only to the Senior Purchase Officer/Additional Inspector General of Police, Logistics & Procurement, Punjab, Lahore. The (OEM) or authorized supplier / dealer of OEM shall be fully and completely responsible for all the deliveries and deliverables to the Procuring Agency as per subsequent purchase order/contract.

OEM or authorized supplier / dealer of OEM is required to provide the name, title, fax No. & Email Address of their authorized representative for the correspondence.

The Procuring Agency will not be responsible for any costs or expenses incurred by applicant (OEM) or authorized supplier / dealer of OEM in connection with the process of this Pre-qualification.

Under Punjab Procurement Rules 2014, Procuring Agency reserves the exclusive right to cancel the Pre-Qualification process and reject all Applications at any stage.

## **10. APPLICABILITY OF PUNJAB PROCUREMENT RULES, 2014**

This Pre-Qualification Process will be completed **in the terms & conditions set forth herein these PQD which are not conflicted with applicable connected Rules of Punjab Procurement Rules, 2014** as amended from time to time and instructions of the Government of the Punjab received during the completion of the process.

## **11. DEFINITIONS**

In this document, unless there is anything repugnant in the subject or context:

- LI. "Applicant" an applicant (eligible) shall be a single or as a consortium with a formal intent to enter into an agreement in relation to this procurement.
- LII. "Authorized Representative," means any representative appointed, from time to time, by the Procuring Agency or applicant.
- LIII. "Eligible applicants" means the Original Equipment Manufacturer (OEM) or OEM agent/ supplier/ dealer of OEM.
- LIV. "Coercive Practice" coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- LV. "Consortium" a consortium is an association of two or more registered companies or organizations with the objective of participating in a common activity or pooling their resources in relation to the project.
- LVI. "Collusive Practice" a collusive practice means; an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- LVII. "Corrupt Practice" a corrupt practice means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence actions of any other party.
- LVIII. "Commencement Date of the Contract" means the date of signing of the Contract between the Procuring Agency and the Pre-Qualified Bidder.
- LIX. "Contract" means the agreement/ contingent contract executed between the Procuring Agency and the contractor, as recorded in the Contract Form including all Schedules and Attachments or Addendum.
- LX. "Contract Price" means the price payable to the Supplier / Contractor under the Purchase Order/Contract for the full and proper performance of its contractual obligations.
- LXI. "Day" means calendar day.
- LXII. "Procuring Agency" the Procuring Agency means Punjab Police Department and/or any authorized Officer of Police Department.
- LXIII. "Fraudulent Practice" a fraudulent practice means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- LXIV. "Goods" means all such goods, articles, equipment, products, machinery, spare parts, including the services for their installation (if any), replacement or supply that may be required by the Procuring Agency under the Contract signed with the Supplier in relation to this Pre-Qualification process relating to the and procurements of Bullet Proof Jacket.
- LXV. "Grievance Redressal Committee" means a committee constituted by the Procuring Agency (of odd members) to address objections/complaints/grievance filed by the participants/applicants in the procurement process/ pre-qualification, before entering into contract.

- LXVI. "Lead Partner" Partner of a consortium, who has the capacity and responsibility in supplying, manufacturing, installation, repairing, as required under this Pre-Qualification Documents and has at least 60% share in the consortium.
- LXVII. "Origin" shall be considered to be the place where the Goods are produced/ manufactured or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Supplier.
- LXVIII. "Procuring Agency" means the Punjab Police Department or any other person for the time being or from time to time duly appointed in writing by the Procuring Agency to act as Procuring Agency for the purposes of the Contract.
- LXIX. "Pre-Qualified Person" means a person (as defined hereunder) declared responsive/ short listed/ pre-qualified after technical evaluation and completion of this pre-qualification process.
- LXX. "Purchase Order" means a document issued by the Procuring Agency to the Supplier for the delivery of Goods or Services as required by the Procuring Agency.
- LXXI. "PPRA Laws" means Punjab Procurement Rules 2014 (amended time to time) including other procurement Laws/Regulations/Circulars/Instructions or Guide Lines issued by the Government of Punjab.
- LXXII. "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- LXXIII. "Prescribed" means prescribed in the Pre-Qualification Document.
- LXXIV. "Pre-qualification committee" means a committee constituted by the Procuring Agency (of odd members) to technically evaluate applications/documents received by the Procuring Agency as per requirement.
- LXXV. The "Supplier" means the Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer/ Agent of OEM who declare responsive/ lowest evaluated after completion of the procurement process.

## **12. INFORMATION/INSTRUCTIONS TO THE APPLICANT**

### **12.1. Signing of Application & Number of Copies**

The Applicant shall prepare the documents comprising the information required in this PQD and clearly mark it "ORIGINAL". The original on the application shall be typed or written in indelible ink and each page shall be signed and stamped by a person duly authorized to sign on behalf of the Applicant. The Applicant shall submit one (01) original, two (02) hard copies and one (01) soft copy of the signed application in addition to the original application and clearly mark them as "ORIGINAL" and/or "TRUE COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.

The requirements regarding the legal instrument evidencing the authorization to represent and sign on behalf of the Applicant shall be a power of attorney, duly notarized and attested, indicating that the person(s) signing the Application has(ve) the authority to sign the Application for Prequalification.

The Power of Attorney is required to be duly stamped, witnessed, notarized according to the laws of the country where the Power of Attorney was issued and duly attested by Pakistan Foreign Office of the country where the power of attorney was issued.

Additionally, the date of issuance and validity of the power of attorney should also be specified, along with the name and designation of the signatory.

For a consortium, the power of attorney (duly stamped, witnessed and dated; as stated above) should be signed by all partners of the consortium and specify the authority of the named representative of the consortium to sign on behalf of the consortium.

Applications submitted by an existing or intended Consortium shall include an undertaking signed by all partners:

Stating that all partners shall be jointly and severally liable, and

Nominating a Representative to act as lead partner who shall have the authority & responsibility to conduct all businesses and ensure compliance thereof on behalf of any and all the partners of the Consortium during the prequalification process and, in the event the Consortium is prequalified, during the bidding process, and in the event the Consortium is awarded the Contract, during contract execution.

### **12.2. Cost of Application**

The Applicant shall bear all costs associated with the preparation and submission of its application. The Procuring Agency will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Pre-Qualification process by the Procuring Agency.

### **12.3. Language of Application**

The application as well as all correspondence and documents relating to the Pre-Qualification exchanged by the Applicant and the Procuring Agency, shall be written in English language.

Supporting documents and printed literature that are part of the application shall also be in the same language.

#### **12.4. Clarification of Pre-Qualification Document**

An Applicant requiring any clarification about this PQD shall contact the Procuring Agency in writing at the given Procuring Agency's address indicated in the Advertisement and this document. The Procuring Agency will respond in writing or by Email to any request for clarification provided that such request is received not later than two (2) days prior to the deadline for submission of applications. The Procuring Agency shall forward copies of its response to all applicants who have acquired the PQD directly from the Procuring Agency including a description of the inquiry but without identifying its source. **The Procuring Agency reserves the right to amend the Pre-Qualification Document as a result of a clarification if deemed appropriate before the closing date and communicate the same to all prospective applicants in writing or by Email who directly purchased these PQDs from the Procuring Agency.**

#### **12.5. Amendment of Prequalification Document**

At any time prior to the deadline for submission of applications, the Procuring Agency may amend PQD by issuing Addendum/ Corrigendum or call a meeting inviting all the prospective applicant(s) to review the PQ documents (if procuring agency decide so). Any Addendum/ Corrigendum issued shall be the part of this PQD and shall be communicated in writing or by Email to all who have obtained directly the Pre-Qualification Document from the Procuring Agency. Moreover, the Procuring Agency may extend the deadline for the submission of the application at its own or on the request of the prospected applicant(s).

#### **12.6. Letter of Application**

The applicant shall submit an application form along with Pre-Qualification Application as per **Annex-1**. This form shall be completed without any alteration to its format.

#### **12.7. Eligible Applicants**

All domestic OEM or authorized supplier / dealer/ Agents of OEM are eligible to participate in this pre-qualification process. An applicant should meet the requirements as described in the Definition. In case of a Consortium; All partners to the Consortium shall be jointly and severally liable; and A Consortium must be represented by its Lead Partner. Lead partner should meet the requirements as described in Definitions or hereunder. An applicant who is under a declaration of ineligibility/ blacklisting, due to reasons, including but not limited to, corrupt practices and poor performance, by the Government of Pakistan/ Government of Punjab or the Procuring Agency, at the date of submission of the application or thereafter, shall not be considered. The applicant shall provide such evidence of their continued eligibility/satisfactory to the Procuring Agency. The Applicant must comply with the Standard Anti-Corruption Policy of Government of the Punjab

and must not be declared ineligible by any Court of Law or Governmental Body of Pakistan due to corrupt/fraudulent/coercive/collusive practices as described in the Definitions. The Procuring Agency shall disqualify/ black list the Applicant(s) pursuant to Section 17A of Punjab procurement Regularity Authority Act 2009 (amended time to time) and Rule 20 or 21 of Punjab Procurement Regulatory Authority (PPRA) Procurement Rules, 2014 for award of contract, if it determines that the Applicant(s) recommended for award has(ve), directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and the Procuring Agency shall sanction the Applicant(s) or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in bidding activities in Pakistan, if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing the contract. The Applicant must not conceal any information that might hinder the execution of the project. The Procuring Agency shall disqualify an Applicant pursuant to ibid relevant Rules of Punjab Procurement Rules-2014 on grounds of false, fabricated or materially incorrect information. In case of Joint Venture (JV) Consortium the applicant must fulfil the requirement given in the attached Performa.

## **12.8. Joint Venture(JV)**

### **4.14.1 Joint Venture(JV) Agreement**

Applicant/OEM or Authorized persons may submit Pre-Qualification Application as a Joint Venture (JV). Pre-Qualification Document shall be signed by authorized representative of the JV. Joint Venture Agreement entered into by the members shall be submitted with the Pre-Qualification Document as per **Annex-2**. Letter of acceptance will be issued as per JV agreement.

### **4.14.2 Lead Member JV**

One of the members who is responsible for performing the key function in executing major component of the proposed contract shall be nominated as lead member during the Pre-qualification and bidding period and in the event of a successful bid, during contract execution. The Lead Member shall be responsible to incur liabilities and receive instructions for and on behalf of any and all members of Joint venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members of the Joint Venture as required. All responsibility for successful completion of the work as per tender documents shall be with the lead member. However, in case of any default or involvement in any corrupt practice or fail to provide the required document(s)/ information(s) all such partners of JV shall be jointly/ severely responsible any legal action shall be taken against all JV partner(s).

### **4.8.3 Joint and Several Liability**

All members of the Joint Venture shall be legally liable, jointly and severally, during the Pre-Qualification and bidding period, and during the event of a successful bid and contract execution. A JV partner may not join any other consortium or submit independent application in this prequalification process and in such eventuality, all such application shall be state forwardly rejected.

#### **4.8.4 Basic Requirements for JV**

a) Following are minimum qualification requirements: -

- xiii. The lead partner shall not have score less than 60% of all qualifying criteria given in paras 6.2.
- xiv. Each of the partners shall not have score less than 25% percent of all the qualifying criteria given in paras 6.2.
- xv. The joint venture or consortium must compose of one leading partner and maximum two partners.
- xvi. In case an applicant firm wants to demonstrate experience of a project executed under JV arrangement, it must submit JV agreement clearly showing percentage share of all partners of JV. If the JV agreement showing percentage of the partners is not attached, the submitted project will not be considered during evaluation.
- xvii. In JV one of the applicant shall be designated as the Lead member, to perform a lead role who has been duly appointed by all applicant(s) to submit and sign on their behalf all documents required hereunder to bound the entire JV agreement to the contents thereof.
- xviii. v) In JV, there must be a Lead firm appointed through a Power of Attorney executed by all other applicants.

b) Any change in a Prequalified JV after prequalification, shall be subject to the written approval of the Procuring Agency prior to the deadline for submission of bids. Such approval may be denied if: -

- vii. Partner(s) withdraw from a JV and remaining partners do not meet the qualifying requirements;
- viii. The new partners to a JV are not qualified individually or as another JV; or
- ix. In the opinion of the Procuring Agency, a substantial reduction in competition would result.

c) Partners, jointly and severally, and any application shall be submitted with a copy of the JV agreement providing the joint and several liabilities with respect to the contract.

#### **4.15 Submission of Pre-Qualification Application**

Application for Prequalification **one (01) original, two (02) hard copies and one (01) soft copy of the signed application in addition to the original application and clearly mark them as “ORIGINAL” and/or “TRUE COPY”** must be received in sealed envelopes to be delivered by

hand or through registered mail on or before ----- as per advertisement date and time----- at the following address:

**Senior Purchase Officer/  
Addl: Inspector General of Police,  
Logistics & Procurement, Punjab,  
Govt: of the Punjab, Police Department,  
CPO Complex, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715**

Envelope should be clearly marked “**Application for Pre- Qualification for Supply of Bullet Proof Jacket**. The proposals/bids should be numbered by the concerned bidder/contractor and concerned official/dealing hand should also have its initial on it..

#### **4.16 Opening of Pre-Qualification Application**

The Procuring Agency shall prepare a record of opening of Applications that shall include, as a minimum, the name of the Applicant.

#### **4.17 Late Submission of Pre-Qualification Applications**

The application which is received after the closing date and time as mentioned in advertisement, shall not be entertained.

#### **8.12 Lack of Information**

Failure of an applicant to provide comprehensive and accurate information that is essential for the evaluation to the applicant may result his disqualification/rejection.

#### **8.13 Qualification**

A Procuring Agency, at any stage of the procurement proceeding, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of an applicant, whether or not pre-qualified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competency as the Procuring Agency may decide.

#### **8.14 Only one Application**

An Applicant shall submit only one application in the same Pre-Qualification process, either individually as an Applicant or as a member of a Joint Venture. An Applicant who submits, or participates in, more than one application will cause all the applications in which the Applicant has participated to be disqualified and its/ his all such applications shall be treated as **rejected**.

## **8.15 Compliance**

After pre-qualification and process of procurement the successful applicant/joint venture shall comply with and acquire all consents, approvals, permits and licenses applicable under the laws of Pakistan in relation to the performance of the work & services. Each applicant or bidder shall indemnify the Procuring Agency, its affiliates and their advisors fully in respect of any direct or indirect losses, damages, costs, penalties or expenses of any kind incurred by such person arising from a Prospective Firms/ Joint Venture's breach of the obligations referred to above.

## **8.16 Fraud & Corruption**

The applicant shall observe the highest standards of ethics during this prequalification and further processing. The Procuring Agency defines for the purposes of this provision, the terms set forth below:

- ix. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Pre-Qualification process or in contract execution.
- x. "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence the Pre-Qualification;
- xi. "Collusive Practice" means a scheme or arrangement between two or more Applicants, with or without the knowledge of the Procuring Agency, designed to establish artificial Data/ Information.
- xii. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the prequalification process.

Procuring Agency will reject an application for Pre-Qualification, if it determined that the Applicant recommended for award has, directly or through an agent, engaged in Corrupt/Fraudulent/Collusive/Coercive practices.

Procuring Agency will sanction a Firm/Joint Venture/Individual, including declaring them ineligible, either indefinitely or for a stated period of time for Pre-Qualification, if it at any time determines that they have, directly or through an agent, engaged in Corrupt/Fraudulent/Collusive/Coercive practices.

## **8.17 Declaring of Ineligibility and Blacklisting**

Declaration of ineligibility and Blacklisting would be applicable as per Section 17A of PPRA Act 2009 (amended) and Rules 20/21 of PPRA Rules 2014. Please ensure ibid Laws of Punjab Procurement Rule(s) 20/21 and schedule appended with PPR-2014.

## **8.18 No Conflict of Interest**

Applicant and all parties constituting the Applicant shall not have a conflict of interest. Applicants shall be considered to have a conflict of interest if:

**4.18.1** Applicant has common controlling shareholders or other ownership interest.

**4.18.2** Applicant is also a constituent of another applicant.

**4.18.3** Applicant has a relationship with another applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Pre-Qualification of either or each of the other applicant

**4.18.4** Applicant has participated as a consultant of other Applicant and helped him in the preparation of any documents, design or technical specifications of the Project.

## **8.19 Additional Information**

The Procuring Agency, at any stage of the pre-qualification or procurement proceedings, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of a contractor, whether or not Pre-Qualified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competence as the Procuring Agency may decide. In case of non-responsive or failed to provide the information the Procuring Agency may initiate any legal action against the applicant/contractor/supplier under PPRA Rules-2014

- To assist in the evaluation of applications, the Procuring Agency may, at its discretion, ask any applicant for a clarification of its application which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.
- If an applicant does not provide clarifications of the information requested by the date and time set in the Procuring Agency's request for clarification, its application may be rejected.
- The Procuring Agency may reject any application which is non responsive to the requirements of the pre-qualification documents.
- The Procuring Agency reserves the right to waive minor deviations and omissions, if these do not materially affect the capability of an applicant as required under the pre-qualification document.
- The Procuring Agency shall use compliance to eligibility requirements in relevant section and the criteria and methods defined in provided section qualification criteria to evaluate the qualification of the applicants.
- Once the Procuring Agency has completed the evaluation of the applications it shall notify all applicants in writing of the names of those applicants who have been prequalified.

- After the notification of the results of the prequalification, the Procuring Agency shall invite bids from all the applicants that have been prequalified.

### **8.20 Confidentiality**

3. Information relating to the evaluation of Applications, and recommendation for pre-qualification, shall not be disclosed to Applicants or any other persons not officially concerned with such process until the notification of prequalification is made to all Applicants.
2. From the deadline for submission of Applications to the time of notification of the results of the prequalification in accordance with relevant provision, if any Applicant wishes to contact the Procuring Agency on any matter related to the prequalification process, it may do so in writing.

### **8.21 Inspection of applicant's manufacturing unit/factory/office**

The applicant shall make all arrangements and confirm availability of all the machinery, equipment and manpower for carrying out the inspection of manufacturing unit/factory/office by Procuring Agency's team. In case of non-availability of machinery equipment and man power as mentioned in the submitted documents, the firm shall be considered ineligible. All the expenses incurred such as transportation, travelling, residing, refreshments, meals etc. for inspection of applicant's manufacturing unit/ factory/ office shall be borne by the applicant.

## **9 PROCURING AGENCY'S RIGHTS**

The Procuring Agency reserves the right to take the following actions, and shall not be liable for any such actions:

- ix. The Procuring Agency will not be responsible for any costs or expenses incurred by Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM in connection with the preparation or delivery of applications.
- x. Procuring Agency is competent to accept the application; the Procuring Agency reserves the exclusive right to cancel the Pre-Qualification/procurement process, or to extend the date of submission of applications.
- xi. The Procuring Agency shall issue the bidding documents/ Request For Proposal(s) only to the Pre-Qualified applicants in result of this pre-qualification process.
- xii. The Procuring Agency may utilize the framework contract mode after completion this pre-qualification and subsequently procurement process to acquire the desirables.

### **5.1 Address of Procuring Agency**

**Senior Purchase Officer/  
Addl: Inspector General of Police,  
Logistics & Procurement, Punjab,  
Govt: of the Punjab, Police Department,  
CPO Complex, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715**

## **10 CRITERIA FOR EVALUATION OF APPLICATIONS**

Pre-Qualification will be based on Applicant meeting the following qualification criteria regarding their financial soundness, firm's experience and quality of its personnel & equipment and other relevant information as demonstrated by the applicant's response in the Pre-Qualification Forms attached to the Submission Form (Annex-1). Successful applicants/firms/JV fulfilling the eligibility /mandatory criteria (as mentioned in 6.1) will be evaluated on following factors (as mentioned in 6.2).

<b>Sr. No.</b>	<b>Evaluation on the basis of following factors</b>
1	Financial Soundness
2	Relevant Experience
3	Manufacturing Facility
4	Personnel Capabilities

### **6.5 Eligibility/ Mandatory Criteria**

The applicants fulfilling the following basic eligibility criteria shall only be considered for further evaluation.

- o. Valid legal entity of the firm e.g. Certificate of registration from SECP or Registrar of firms. Foreign firms must attach similar certificate of registration from the respective registration body/ entity of their home country (if required).
- p. Certificate of registration with relevant Taxation Authorities (Income Tax, Sales Tax or any other Authority/ Office applicable by Law). Foreign firms must attach similar certificate of registration from the Tax Authority of their home country (if required).
- q. Last Three years (FY) Audited Financial Statements by the Chartered Accountant firm.
- r. Last three Year Bank Statement verified by respective Bank.
- s. Affidavit on Non-Judicial stamp paper that Non-Performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation. Moreover, all the information provided by the firm is correct.
- t. Judicial Affidavit declaring "Neither the firms nor its Stakeholders or any of its JV partner, as a whole or as a part of the firm have been black listed/ defaulted/ banned by any government agency/ department/organization/ entity etc".

u. Copy of Pakistan Engineering Council Certificate (**\*Optional for required category, if any**)

**Note:** Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM/All members of Joint venture have to meet in full the aforementioned basic Eligibility Criteria (as per clauses- 3(III),4.7&4.8).

### 6.6 Pre-Qualification Evaluation Criteria

Sub Category	Category	Weightage/Marks
A	Financial Soundness	25
B	Relevant Experience	25
C	Manufacturing Facility	30
D	Personnel Capabilities	20
<b>Total</b>		<b>100</b>

#### Important Note.

An overall minimum of 70% marks required to Pre-Qualify in the aforesaid qualification criteria. However, minimum 50 % marks in each category is mandatory.

Criteria, sub-criteria and marking system for the evaluation of applicants shall be as under:

#### 6.2.1 Financial Soundness

*For financial soundness, no marks shall be given, if letter from Banks & copy of audited financial statements of last three financial years are not attached.*

Marks shall be awarded on the basis of the following criteria

Sr. No.	Description	Marks	Explanation for Marks Obtained
a	<b>Annual Turnover</b> Annual Turnover of last three years	15	<ul style="list-style-type: none"> <li>• Full Marks will be given, if total amount of Annual Turnover of last three FY's (as per the audited financial Statements) is equal or above amounting <b>Rs.400 million (PKR)</b> (or equivalent in other currency.)</li> <li>• Formula  <math display="block">A = (Y1+Y2+Y3)/400 *15</math> <b>Y1,Y2,Y3 representing annual turnover of last three years audited financial statements i.e 2018-19, 2019-20, 2020-21)</b> </li> </ul> <p><b>Note: If Audit of 2021-22 is completed then updated last three year data may be provided for evaluation. i.e (2019-20, 2020-21,2021-22)</b></p>

b	<b>Bank Credit Limit/ Cash and Bank balance</b>	10	<ul style="list-style-type: none"> <li>• Full marks will be given if ‘‘Bank Credit Limit’’, ‘‘Cash and Bank Balance’’ jointly or severally is amounting to Rs.300 million or more:</li> <li>• Formula <b>(Bank Credit Limit +Cash and Bank balance) /300* 10.</b></li> </ul>
<b>Total Marks</b>		25	

## 6.2.2 Relevant Experience

Marks shall be awarded on the basis of the following criteria for evaluation of the experience of the Applicant.

Sr. No.	Description	Marks	Explanation for Marks Obtained
a	Projects of similar nature and complexity such as making/supply of Bullet Proof Jacket or similar for Pakistan national forces (army, navy, air force), provinces/ICT forces i.e. police, rangers constabulary and other govt. recognized departments and exports to any other country completed in <b>Last 03 Years</b>	20	<ul style="list-style-type: none"> <li>• 20 marks will be given if applicant firm has project having total value of 400 Million and above in last three years.</li> <li>• Formula= <b>(Accumulated Total Cost of Project(s) in last three years) /400 *20</b></li> <li>• Provided that supply was completed within the specified period (including grace period) and firm has not been defaulted in any manner(s).</li> <li>• For Completed Projects, Completion Certificate/Proof of Supply of respective project is mandatory indicating Cost of Project. Otherwise, no marks shall be awarded.</li> </ul>
b	Projects of ongoing similar nature and complexity such as making/supply of Bullet Proof Jacket for Pakistan national forces (army, navy, air force), provinces/ICT forces i.e. police, rangers constabulary and other govt. recognized departments and exports to any other country in last three years.	05	<ul style="list-style-type: none"> <li>• 05 marks will be given if applicant firm has similar nature project(s) in hand and having sum of Cost of Project(s) amounting to Rs. 150 Million or more.</li> <li>• Formula= <b>(Accumulated Total Cost of Project(s) in hand) /150 *05</b></li> <li>• For in hand Projects, Purchase Order/Contract Agreement of respective project is mandatory indicating Cost of Project. No marks shall be awarded, if Purchase Order/Contract Agreement indicating cost of respective project is not attached along with relevant annexes.</li> </ul>
<b>Total Marks</b>		25	

### 6.2.3 MANUFACTURING/PRODUCTION CAPABILITIES

Marks shall be awarded on the basis of Manufacturing Facility. Whereas Supplier/Firm/Company/Original Equipment Manufacturer (OEM)/Authorized Agents of OEM are eligible as per **clause 3.iii, & 4.7**. (In case of supplier/firm/company other than Original Equipment Manufacturer, is required to submit the authorization dealership/supplier certificate issued by OEM along with 3 capabilities/details as mentioned in 6.2.3). No marks shall be awarded, if declaration of Manufacturing Facility of OEM is not provided along with Annex.

The firm must have following manufacturing facility.

Sr. No.	Description	Marks
i.	GGT (Gover Garment Technology) or equivalent 01 No.	05
ii.	Plotter (100 inch to 180 inch) 01 No.	05
iii.	Electric Cutters 05 No.s (1 mark for each cutter)	05
iv.	Hydraulic Press Machine 1 No.	10
v.	Capability to produce 1500 Jackets in a month, otherwise, no marks shall be awarded. <b>*The capability shall be examined based on availability of above mentioned manufacturing facility from Sr. No. i to iv.</b>	05
<b>Total Marks</b>		<b>30</b>

### 6.2.4 Personnel Capabilities

Marks shall be awarded on the basis of the following criteria for evaluation of the experience of the Applicant.

Sr. No.	Description	Marks	Explanation for Marks Obtained
a	<b>Managerial Staff (05 professionals)</b>	05	Master's Degree with Minimum 03 years of relevant experience or Bachelor with Minimum 05 years of relevant experience *CVs of Managerial staff must be attached otherwise no marks shall be awarded.
	<b>Support Staff</b>	10	<ul style="list-style-type: none"><li>• 10 Marks will be given if applicant firm has 20 or more support staff.</li><li>• For staff, less than 20, marks shall be awarded as: (No of support staff/20) *10</li></ul>

			*Payroll of staff must be attached.
	<b>Quality Certification and any other certification</b>	05	<ul style="list-style-type: none"> <li>• 05 Marks will be given if applicant firm has Quality Certification (relevant category). No mark if applicant firm has not provided quality Certification. Relevant/valid ISO certificate must be attached otherwise no marks shall be given. (Date of expiry of the contract should be clearly mentioned)</li> </ul>
<b>Total Marks</b>		20	

## 9. Grievance Redressal Committee

A committee has been constituted comprising of odd number of persons, with proper powers and authorizations, to address the complaints of the bidders that may occur prior to the entry into force of the procurement contract.

- vii. Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- viii. The committee shall investigate and decide upon the complaint within fifteen (15) days of the receipt of the complaint.
- ix. Mere fact lodging of a complaint shall not warrant suspension of the procurement process.

### Annex 1: Cover Letter

**To**

**Senior Purchase Officer/  
Addl: Inspector General of Police,  
Logistics & Procurement, Punjab,  
Govt: of the Punjab, Police Department,  
CPO Complex, Lahore Punjab, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715**

**Subject:** \_\_\_\_\_

**Respected Sir,**

Being duly authorized to represent and act on behalf of \_\_\_\_\_, and having reviewed and fully understood all of the terms and condition set forth in the PQD and attached annexes.

We hereby express our interest and apply for the Pre-Qualification of **item** \_\_\_\_\_ for Police Department.

Attached to this letter are copies of original documents defining:

- g. The Applicant's legal status
- h. The principal place of business
- i. The place of incorporation (for applicants who are corporations); or the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).

13. The Procuring agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
14. The Procuring agency and its authorized representatives may contact the following inquiry numbers: -

<b>General and Managerial Inquiries</b>	
Contact 1	Telephone 1
Contact 2	Telephone 2
<b>Personnel Inquiries</b>	
Contact 1	Telephone 1
Contact 2	Telephone 2
<b>Technical Inquiries</b>	
Contact 1	Telephone 1
Contact 2	Telephone 2
<b>Financial Inquiries</b>	
Contact 1	Telephone 1
Contact 2	Telephone 2

15. This application is made with the full understanding that:
- g. Bids by prequalified applicants will be subject to verification of all information submitted for prequalification at the time of bidding;
  - h. The Procuring agency reserves the right to reject or accept all application, may cancel the prequalification process.

- i. The Procuring agency shall not be liable for any such actions or consequences and shall be under no obligation to inform the Applicant of the grounds for actions at 5(b) here above.

*[Applicants who are not joint ventures should delete Para 4&5 and initial the deletions.]*

- 16. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, to the joint venture. We also specify the financial commitment in terms of the percentage of the value of the (each) contract, and the responsibilities for execution of the (each) contract.
- 17. We confirm that in the event that we bid, that bid as well as any resulting contract will be: -
  - e. Signed so as to legally bind all members, jointly and severally.
  - f. Submitted with a Joint Venture agreement providing the joint and several liabilities of all members in the event the contract is awarded to us.
- 18. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

3. Signed for and on behalf of [Name of the Lead Member] \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal:** \_\_\_\_\_

## **Annex 2: Joint Venture Agreement**

(Should be a Formal JV agreement on a Stamp Paper of value PKR 1,200)

To:

---

[Name and address of the Leading Member firm] who for the purpose of this Agreement shall hereinafter called "Lead Member"

---

[Name and address of the Member firm] who for the purpose of this Agreement shall hereinafter called "Member". They hereby declare:

15. That they will legalize a Joint Venture in case that a Contract for the Production/Distribution/Supply of \_\_\_\_\_ is awarded to their Joint Venture.
16. That they have nominated Mr. /Ms. \_\_\_\_\_ (Name of the Lead member) as the Lead Member of the Joint Venture.
17. That they authorized Mr. /Ms. \_\_\_\_\_ (Name of the person who is authorized to act as the Representative on behalf of the Joint Venture) to act as the JV's Representative in the name and on the behalf of their Joint Venture.
18. That all members of the Joint Venture shall be liable jointly and severally for the execution of the Contract.
19. That this Joint Venture is constituted for the purpose of the execution of the Production/Distribution/Supply of \_\_\_\_\_ under this contract.
20. That if the Employer accepts the Bid of this Joint Venture it shall not be modified in its composition or constitution until the completion of Contract without the prior consent of the Employer.
21. That each member's share of the Work, stated as percentage of the total contract amount, shall be as follows.

V. Signed for and on behalf of [Name of the Lead Member] \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal:** \_\_\_\_\_

VI. Signed for and on behalf of [Name of the Member] \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal:** \_\_\_\_\_

**Annex 3: Lead Member of JV**  
(Power of Attorney for Lead Member of Joint Venture (JV))

[To be printed on a PKR 100 stamp paper]

**PUNJAB POLICE** has invited Application for Pre-Qualification for Supply of \_\_\_\_\_, Whereas \_\_\_\_\_ and \_\_\_\_\_ (collectively the “**Joint Venture**” and individually as the “**Member**”) being members of the Joint Venture are interested in Pre-Qualification for the Project in accordance with the terms and conditions of the Pre-Qualification Document.

Whereas, it is necessary for the Joint Venture to designate one of the Joint Venture Member as the Lead Member with all necessary power and authority to do for and on behalf of the JV, all acts, deeds and things as may be necessary in connection with the JV’s Pre-Qualification Application for the Project and its execution.

**Now Therefore Know All Men by These Presents**

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Member of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV and any one of us during the Prequalification process and, in the event the Joint Venture is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the JV and generally to represent the JV in all its dealings with the Authority.

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ JV.

**In witness whereof we the principals above named have executed this power of attorney on this \_\_\_\_\_ day of \_\_\_\_\_.**

**Members:**

**Member 1**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Member 2**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Witnesses:**

**Witness 1**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Witness 2**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**(To be executed by all the Members of the Joint Venture) Notes:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also wherever required, the applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Pakistani Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

## Annex 4: General Information

### PARTICULARS

Company Name	_____		
Abbreviated Name	_____		
National Tax No.	_____	Sales Tax Registration No.	_____
No. of Employees	_____	Company's Formation Date	_____
Registered Office Address	_____		
State/Province	_____		
City/Town	_____	Postal Code	_____
Phone	_____	Fax	_____
Email Address	_____	Website Address	_____
Branch Office Address	_____		
City/Town	_____	State/Province	_____
Country	_____	Postal Code	_____
Phone	_____	Fax	_____
Factory/Workshop Office Address	_____		
City/Town	_____	State/Province	_____
Country	_____	Postal Code	_____
Phone	_____	Fax	_____

*\*Please attach copies of NTN, GST Registration & Professional Tax Certificate*

**\*Name, Signature, Stamp and Designation of the focal person nominated by Applicant or Lead member of JV**

## Annex-5: Financial Soundness

### Financial Soundness

Name of Applicant (Lead Member of a Joint Venture, in case of JV)
---

Applicant (Lead Member of a Joint Venture, in case of JV) applying for prequalification is required to provide financial information to demonstrate that they meet the requirements of Evaluation Criteria. If necessary, use separate sheets to provide complete information. **A copy of the audited financial statements of the past three (3) financial years must be attached.**

#### Banker

Name of Banker	
Address of Banker	
Credit Line/Cash Limit:	
Telephone	
Fax	

Summarize documented information in Pak Rupees (equivalent at the current rate of exchange at the end of each year) for the previous three years (if FY 2020-21 audit is complete then below FY may read as (FY 2019-20, FY2020-21, FY2021-22).

Financial Information in Pak Rupees	FY2018-2019	FY2019-2020	FY2020-2021
Annual Turnover			
Total Assets			
Total Liabilities			
Net Worth			
Working Capital			
Current Assets			
Current Liabilities			
Profits Before Taxes			
Profits After Taxes			
Total Debt			
Total Equity			
Total Revenue			
Annual Turnover			

\* If any above or relevant document as per 6.2 in foreign currency (other than PKR), shall be provided/converted into Pak Rupee (PKR) with respect to the date of respective document by the Applicant.

**\*Name, Signature, Stamp and Designation of the focal person nominated by Applicant or Lead member of JV**

## **Annex-6: Similar Projects**

### **Summary of Similar Nature Project Completed**

**Name:** \_\_\_\_\_

(Applicant or member of Joint Venture)

*Applicant and each Member of a Joint Venture applying for Pre-Qualification is required to complete the information in this form. Use a separate sheet for each Member of a Joint Venture.*

<b>Project Name</b>	<b>Year of Completion</b>	<b>Location</b>	<b>Value in PKR (Million)</b>

\* If any above or relevant document as per 6.2 in foreign currency (other than PKR), shall be provided/converted into Pak Rupee (PKR) with respect to the date of respective document by the Applicant.

**\*Name, Signature, Stamp and Designation of the focal person nominated by Applicant or Lead member of JV**

## **Annex 7: Similar Project in Hand**

### **Summary of Similar Nature Project in hand**

**Name:** \_\_\_\_\_  
(Applicant or member of Joint Venture)

*Applicant and each Member of a Joint Venture applying for Pre-Qualification is required to complete the information in this form. Use a separate sheet for each Member of a Joint Venture.*

<b>Project Name</b>	<b>Year of Completion</b>	<b>Location</b>	<b>Value in PKR (Million)</b>

**\*Name, Signatures, Stamp and Designation of focal person nominated by the applicant or Lead Member of JV**

**Annex8: Undertaking**  
**Affidavit for Correctness of Information**  
(To be printed on PKR 100 Stamp Paper)

Name: \_\_\_\_\_  
(Applicant or member of Joint Venture)

The undersigned, do hereby certify that all the statements made in the Pre-Qualification Forms and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the Bank, Person, Firm or Corporation to furnish any additional information requested by the Punjab Police of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the **PUNJAB POLICE**.

**PUNJAB POLICE** undertake to treat all information provided as confidential.

*Signed by an authorized Officer of the firm*

**Title of Officer:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*Name, Signatures, Stamp and Designation of focal person nominated by the applicant or Lead Member of JV**

## **Annex 9: Personnel Capabilities Short CV**

- 17. Name :
- 18. Profession/Expertise :
- 19. Date of Birth :
- 20. Years with the Firm :
- 21. Nature of experience in this firm and others :
- 22. Education :
- 23. Other Training :
- 24. Key Qualifications (Maximum  $\frac{3}{4}$  of a page) :

**\*Name, Signatures, Stamp and Designation of focal person nominated by the applicant or Lead Member of JV**

**PRE-QUALIFICATION DOCUMENT FOR STITCHED  
UNIFORM**

2022-23

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**PRE-QUALIFICATION OF ORIGINAL EQUIPMENT  
MANUFACTURERS (OEM) OR AUTHORIZED  
SUPPLIERS/DEALERS OF (OEM)**

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**Punjab Police Department,  
Government of Punjab**

CPO Complex, Lahore Punjab, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715  
URL: [www.punjabpolice.gov.pk](http://www.punjabpolice.gov.pk)

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### **13. INVITATION FOR PRE-QUALIFICATION FOR FINANCIAL YEAR 2022-23**

Punjab Police Department intends to Pre-Qualify the Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer/ Agent of OEM for the procurement of Stitched Uniform -for Punjab Police. The “Eligible Applicants” as provided in the relevant clause may participate in the Pre-Qualification process by submitting their application as required below in the prescribed manner.

A transparent Pre-Qualification method given in this Pre-Qualification Documents (PQD) shall be followed in its true letter and spirit keeping in view the guidelines of Punjab Procurement Rules 2014 updated (PPRA-14). Only the Pre-Qualified (OEM) or authorized supplier / dealer of OEM shall be invited through request for proposals (RFP) for submission of their bids. Performance of each (OEM) or authorized supplier / dealer of OEM in terms of quality, delivery, after sales service, credit terms and other contractual obligations will be closely monitored and periodically reviewed. The Pre-Qualification Document carrying all details can be downloaded from Punjab Police’s as well as PPRA website (<https://punjabpolice.gov.pk> & <https://ppra.punjab.gov.pk>). The complete applications along with all prescribed / related PQD shall be received in sealed envelope by hand only to the Senior Purchase Officer/Additional Inspector General of Police, Logistics & Procurement, Punjab, Lahore. The (OEM) or authorized supplier / dealer of OEM shall be fully and completely responsible for all the deliveries and deliverables to the Procuring Agency as per subsequent purchase order/contract.

OEM or authorized supplier / dealer of OEM is required to provide the name, title, fax No. & Email Address of their authorized representative for the correspondence.

The Procuring Agency will not be responsible for any costs or expenses incurred by applicant (OEM) or authorized supplier / dealer of OEM in connection with the process of this Pre-qualification.

Under Punjab Procurement Rules 2014, Procuring Agency reserves the exclusive right to cancel the Pre-Qualification process and reject all Applications at any stage.

### **14. APPLICABILITY OF PUNJAB PROCUREMENT RULES, 2014**

This Pre-Qualification Process will be completed **in the terms & conditions set forth herein these PQD which are not conflicted with applicable connected Rules of Punjab Procurement Rules, 2014** as amended from time to time and instructions of the Government of the Punjab received during the completion of the process.

### **15. DEFINITIONS**

In this document, unless there is anything repugnant in the subject or context:

- LXXVI. "Applicant" an applicant (eligible) shall be a single or as a consortium with a formal intent to enter into an agreement in relation to this procurement.
- LXXVII. "Authorized Representative," means any representative appointed, from time to time, by the Procuring Agency or applicant.
- LXXVIII. "Eligible applicants" means the Original Equipment Manufacturer (OEM) or OEM agent/ supplier/ dealer of OEM.
- LXXIX. "Coercive Practice" coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- LXXX. "Consortium" a consortium is an association of two or more registered companies or organizations with the objective of participating in a common activity or pooling their resources in relation to the project.
- LXXXI. "Collusive Practice" a collusive practice means; an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- LXXXII. "Corrupt Practice" a corrupt practice means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence actions of any other party.
- LXXXIII. "Commencement Date of the Contract" means the date of signing of the Contract between the Procuring Agency and the Pre-Qualified Bidder.
- LXXXIV. "Contract" means the agreement/ contingent contract executed between the Procuring Agency and the contractor, as recorded in the Contract Form including all Schedules and Attachments or Addendum.
- LXXXV. "Contract Price" means the price payable to the Supplier / Contractor under the Purchase Order/Contract for the full and proper performance of its contractual obligations.
- LXXXVI. "Day" means calendar day.
- LXXXVII. "Procuring Agency" the Procuring Agency means Punjab Police Department and/or any authorized Officer of Police Department.
- LXXXVIII. "Fraudulent Practice" a fraudulent practice means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- LXXXIX. "Goods" means all such goods, articles, equipment, products, machinery, spare parts, including the services for their installation (if any), replacement or supply that may be required by the Procuring Agency under the Contract signed with the Supplier in relation to this Pre-Qualification process relating to the and procurements of Stitched Uniform.
- XC. "Grievance Redressal Committee" means a committee constituted by the Procuring Agency (of odd members) to address objections/complaints/grievance filed by the participants/applicants in the procurement process/ pre-qualification, before entering into contract.

- XCI. "Lead Partner" Partner of a consortium, who has the capacity and responsibility in supplying, manufacturing, installation, repairing, as required under this Pre-Qualification Documents and has at least 60% share in the consortium.
- XCII. "Origin" shall be considered to be the place where the Goods are produced/ manufactured or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Supplier.
- XCIII. "Procuring Agency" means the Punjab Police Department or any other person for the time being or from time to time duly appointed in writing by the Procuring Agency to act as Procuring Agency for the purposes of the Contract.
- XCIV. "Pre-Qualified Person" means a person (as defined hereunder) declared responsive/ short listed/ pre-qualified after technical evaluation and completion of this pre-qualification process.
- XCV. "Purchase Order" means a document issued by the Procuring Agency to the Supplier for the delivery of Goods or Services as required by the Procuring Agency.
- XCVI. "PPRA Laws" means Punjab Procurement Rules 2014 (amended time to time) including other procurement Laws/Regulations/Circulars/Instructions or Guide Lines issued by the Government of Punjab.
- XCVII. "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- XCVIII. "Prescribed" means prescribed in the Pre-Qualification Document.
- XCIX. "Pre-qualification committee" means a committee constituted by the Procuring Agency (of odd members) to technically evaluate applications/documents received by the Procuring Agency as per requirement.
- C. The "Supplier" means the Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer/ Agent of OEM who declare responsive/ lowest evaluated after completion of the procurement process.

## **16. INFORMATION/INSTRUCTIONS TO THE APPLICANT**

### **16.1. Signing of Application & Number of Copies**

The Applicant shall prepare the documents comprising the information required in this PQD and clearly mark it "ORIGINAL". The original on the application shall be typed or written in indelible ink and each page shall be signed and stamped by a person duly authorized to sign on behalf of the Applicant. The Applicant shall submit one (01) original, two (02) hard copies and one (01) soft copy of the signed application in addition to the original application and clearly mark them as "ORIGINAL" and/or "TRUE COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.

The requirements regarding the legal instrument evidencing the authorization to represent and sign on behalf of the Applicant shall be a power of attorney, duly notarized and attested, indicating that the person(s) signing the Application has(ve) the authority to sign the Application for Prequalification.

The Power of Attorney is required to be duly stamped, witnessed, notarized according to the laws of the country where the Power of Attorney was issued and duly attested by Pakistan Foreign Office of the country where the power of attorney was issued.

Additionally, the date of issuance and validity of the power of attorney should also be specified, along with the name and designation of the signatory.

For a consortium, the power of attorney (duly stamped, witnessed and dated; as stated above) should be signed by all partners of the consortium and specify the authority of the named representative of the consortium to sign on behalf of the consortium.

Applications submitted by an existing or intended Consortium shall include an undertaking signed by all partners:

Stating that all partners shall be jointly and severally liable, and

Nominating a Representative to act as lead partner who shall have the authority & responsibility to conduct all businesses and ensure compliance thereof on behalf of any and all the partners of the Consortium during the prequalification process and, in the event the Consortium is prequalified, during the bidding process, and in the event the Consortium is awarded the Contract, during contract execution.

### **16.2. Cost of Application**

The Applicant shall bear all costs associated with the preparation and submission of its application. The Procuring Agency will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Pre-Qualification process by the Procuring Agency.

### **16.3. Language of Application**

The application as well as all correspondence and documents relating to the Pre-Qualification exchanged by the Applicant and the Procuring Agency, shall be written in English language.

Supporting documents and printed literature that are part of the application shall also be in the same language.

#### **16.4. Clarification of Pre-Qualification Document**

An Applicant requiring any clarification about this PQD shall contact the Procuring Agency in writing at the given Procuring Agency's address indicated in the Advertisement and this document. The Procuring Agency will respond in writing or by Email to any request for clarification provided that such request is received not later than two (2) days prior to the deadline for submission of applications. The Procuring Agency shall forward copies of its response to all applicants who have acquired the PQD directly from the Procuring Agency including a description of the inquiry but without identifying its source. **The Procuring Agency reserves the right to amend the Pre-Qualification Document as a result of a clarification if deemed appropriate before the closing date and communicate the same to all prospective applicants in writing or by Email who directly purchased these PQDs from the Procuring Agency.**

#### **16.5. Amendment of Prequalification Document**

At any time prior to the deadline for submission of applications, the Procuring Agency may amend PQD by issuing Addendum/ Corrigendum or call a meeting inviting all the prospective applicant(s) to review the PQ documents (if procuring agency decide so). Any Addendum/ Corrigendum issued shall be the part of this PQD and shall be communicated in writing or by Email to all who have obtained directly the Pre-Qualification Document from the Procuring Agency. Moreover, the Procuring Agency may extend the deadline for the submission of the application at its own or on the request of the prospected applicant(s).

#### **16.6. Letter of Application**

The applicant shall submit an application form along with Pre-Qualification Application as per **Annex-1**. This form shall be completed without any alteration to its format.

#### **16.7. Eligible Applicants**

All domestic OEM or authorized supplier / dealer/ Agents of OEM are eligible to participate in this pre-qualification process. An applicant should meet the requirements as described in the Definition. In case of a Consortium; All partners to the Consortium shall be jointly and severally liable; and A Consortium must be represented by its Lead Partner. Lead partner should meet the requirements as described in Definitions or hereunder. An applicant who is under a declaration of ineligibility/ blacklisting, due to reasons, including but not limited to, corrupt practices and poor performance, by the Government of Pakistan/ Government of Punjab or the Procuring Agency, at the date of submission of the application or thereafter, shall not be considered. The applicant shall provide such evidence of their continued eligibility/satisfactory to the Procuring Agency. The Applicant must comply with the Standard Anti-Corruption Policy of Government of the Punjab

and must not be declared ineligible by any Court of Law or Governmental Body of Pakistan due to corrupt/fraudulent/coercive/collusive practices as described in the Definitions. The Procuring Agency shall disqualify/ black list the Applicant(s) pursuant to Section 17A of Punjab procurement Regularity Authority Act 2009 (amended time to time) and Rule 20 or 21 of Punjab Procurement Regulatory Authority (PPRA) Procurement Rules, 2014 for award of contract, if it determines that the Applicant(s) recommended for award has(ve), directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and the Procuring Agency shall sanction the Applicant(s) or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in bidding activities in Pakistan, if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing the contract. The Applicant must not conceal any information that might hinder the execution of the project. The Procuring Agency shall disqualify an Applicant pursuant to ibid relevant Rules of Punjab Procurement Rules-2014 on grounds of false, fabricated or materially incorrect information. In case of Joint Venture (JV) Consortium the applicant must fulfil the requirement given in the attached Performa.

## **16.8. Joint Venture(JV)**

### **4.17.1 Joint Venture(JV) Agreement**

Applicant/OEM or Authorized persons may submit Pre-Qualification Application as a Joint Venture (JV). Pre-Qualification Document shall be signed by authorized representative of the JV. Joint Venture Agreement entered into by the members shall be submitted with the Pre-Qualification Document as per **Annex-2**. Letter of acceptance will be issued as per JV agreement.

### **4.17.2 Lead Member JV**

One of the members who is responsible for performing the key function in executing major component of the proposed contract shall be nominated as lead member during the Pre-qualification and bidding period and in the event of a successful bid, during contract execution. The Lead Member shall be responsible to incur liabilities and receive instructions for and on behalf of any and all members of Joint venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members of the Joint Venture as required. All responsibility for successful completion of the work as per tender documents shall be with the lead member. However, in case of any default or involvement in any corrupt practice or fail to provide the required document(s)/ information(s) all such partners of JV shall be jointly/ severely responsible any legal action shall be taken against all JV partner(s).

### **4.8.3 Joint and Several Liability**

All members of the Joint Venture shall be legally liable, jointly and severally, during the Pre-Qualification and bidding period, and during the event of a successful bid and contract execution. A JV partner may not join any other consortium or submit independent application in this prequalification process and in such eventuality, all such application shall be state forwardly rejected.

#### **4.8.4 Basic Requirements for JV**

a) Following are minimum qualification requirements: -

- xix. The lead partner shall not have score less than 60% of all qualifying criteria given in paras 6.2.
- xx. Each of the partners shall not have score less than 25% percent of all the qualifying criteria given in paras 6.2.
- xxi. The joint venture or consortium must compose of one leading partner and maximum two partners.
- xxii. In case an applicant firm wants to demonstrate experience of a project executed under JV arrangement, it must submit JV agreement clearly showing percentage share of all partners of JV. If the JV agreement showing percentage of the partners is not attached, the submitted project will not be considered during evaluation.
- xxiii. In JV one of the applicant shall be designated as the Lead member, to perform a lead role who has been duly appointed by all applicant(s) to submit and sign on their behalf all documents required hereunder to bound the entire JV agreement to the contents thereof.
- xxiv. v) In JV, there must be a Lead firm appointed through a Power of Attorney executed by all other applicants.

b) Any change in a Prequalified JV after prequalification, shall be subject to the written approval of the Procuring Agency prior to the deadline for submission of bids. Such approval may be denied if: -

- x. Partner(s) withdraw from a JV and remaining partners do not meet the qualifying requirements;
- xi. The new partners to a JV are not qualified individually or as another JV; or
- xii. In the opinion of the Procuring Agency, a substantial reduction in competition would result.

c) Partners, jointly and severally, and any application shall be submitted with a copy of the JV agreement providing the joint and several liabilities with respect to the contract.

#### **4.18 Submission of Pre-Qualification Application**

Application for Prequalification **one (01) original, two (02) hard copies and one (01) soft copy of the signed application in addition to the original application and clearly mark them as “ORIGINAL” and/or “TRUE COPY”** must be received in sealed envelopes to be delivered by

hand or through registered mail on or before ----- as per advertisement date and time----- at the following address:

**Senior Purchase Officer/  
Addl: Inspector General of Police,  
Logistics & Procurement, Punjab,  
Govt: of the Punjab, Police Department,  
CPO Complex, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715**

Envelope should be clearly marked “**Application for Pre- Qualification for Supply of Stitched Uniform**”. The proposals/bids should be numbered by the concerned bidder/contractor and concerned official/dealing hand should also have its initial on it..

#### **4.19 Opening of Pre-Qualification Application**

The Procuring Agency shall prepare a record of opening of Applications that shall include, as a minimum, the name of the Applicant.

#### **4.20 Late Submission of Pre-Qualification Applications**

The application which is received after the closing date and time as mentioned in advertisement, shall not be entertained.

#### **10.12 Lack of Information**

Failure of an applicant to provide comprehensive and accurate information that is essential for the evaluation to the applicant may result his disqualification/rejection.

#### **10.13 Qualification**

A Procuring Agency, at any stage of the procurement proceeding, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of an applicant, whether or not pre-qualified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competency as the Procuring Agency may decide.

#### **10.14 Only one Application**

An Applicant shall submit only one application in the same Pre-Qualification process, either individually as an Applicant or as a member of a Joint Venture. An Applicant who submits, or participates in, more than one application will cause all the applications in which the Applicant has participated to be disqualified and its/ his all such applications shall be treated as **rejected**.

### **10.15 Compliance**

After pre-qualification and process of procurement the successful applicant/joint venture shall comply with and acquire all consents, approvals, permits and licenses applicable under the laws of Pakistan in relation to the performance of the work & services. Each applicant or bidder shall indemnify the Procuring Agency, its affiliates and their advisors fully in respect of any direct or indirect losses, damages, costs, penalties or expenses of any kind incurred by such person arising from a Prospective Firms/ Joint Venture's breach of the obligations referred to above.

### **10.16 Fraud & Corruption**

The applicant shall observe the highest standards of ethics during this prequalification and further processing. The Procuring Agency defines for the purposes of this provision, the terms set forth below:

- xiii. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Pre-Qualification process or in contract execution.
- xiv. "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence the Pre-Qualification;
- xv. "Collusive Practice" means a scheme or arrangement between two or more Applicants, with or without the knowledge of the Procuring Agency, designed to establish artificial Data/ Information.
- xvi. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the prequalification process.

Procuring Agency will reject an application for Pre-Qualification, if it determined that the Applicant recommended for award has, directly or through an agent, engaged in Corrupt/Fraudulent/Collusive/Coercive practices.

Procuring Agency will sanction a Firm/Joint Venture/Individual, including declaring them ineligible, either indefinitely or for a stated period of time for Pre-Qualification, if it at any time determines that they have, directly or through an agent, engaged in Corrupt/Fraudulent/Collusive/Coercive practices.

### **10.17 Declaring of Ineligibility and Blacklisting**

Declaration of ineligibility and Blacklisting would be applicable as per Section 17A of PPRA Act 2009 (amended) and Rules 20/21 of PPRA Rules 2014. Please ensure ibid Laws of Punjab Procurement Rule(s) 20/21 and schedule appended with PPR-2014.

## **10.18 No Conflict of Interest**

Applicant and all parties constituting the Applicant shall not have a conflict of interest. Applicants shall be considered to have a conflict of interest if:

**4.18.1** Applicant has common controlling shareholders or other ownership interest.

**4.18.2** Applicant is also a constituent of another applicant.

**4.18.3** Applicant has a relationship with another applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Pre-Qualification of either or each of the other applicant

**4.18.4** Applicant has participated as a consultant of other Applicant and helped him in the preparation of any documents, design or technical specifications of the Project.

## **10.19 Additional Information**

The Procuring Agency, at any stage of the pre-qualification or procurement proceedings, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of a contractor, whether or not Pre-Qualified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competence as the Procuring Agency may decide. In case of non-responsive or failed to provide the information the Procuring Agency may initiate any legal action against the applicant/contractor/supplier under PPRA Rules-2014

- To assist in the evaluation of applications, the Procuring Agency may, at its discretion, ask any applicant for a clarification of its application which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.
- If an applicant does not provide clarifications of the information requested by the date and time set in the Procuring Agency's request for clarification, its application may be rejected.
- The Procuring Agency may reject any application which is non responsive to the requirements of the pre-qualification documents.
- The Procuring Agency reserves the right to waive minor deviations and omissions, if these do not materially affect the capability of an applicant as required under the pre-qualification document.
- The Procuring Agency shall use compliance to eligibility requirements in relevant section and the criteria and methods defined in provided section qualification criteria to evaluate the qualification of the applicants.
- Once the Procuring Agency has completed the evaluation of the applications it shall notify all applicants in writing of the names of those applicants who have been prequalified.

- After the notification of the results of the prequalification, the Procuring Agency shall invite bids from all the applicants that have been prequalified.

#### **10.20 Confidentiality**

4. Information relating to the evaluation of Applications, and recommendation for pre-qualification, shall not be disclosed to Applicants or any other persons not officially concerned with such process until the notification of prequalification is made to all Applicants.
2. From the deadline for submission of Applications to the time of notification of the results of the prequalification in accordance with relevant provision, if any Applicant wishes to contact the Procuring Agency on any matter related to the prequalification process, it may do so in writing.

#### **10.21 Inspection of applicant's manufacturing unit/factory/office**

The applicant shall make all arrangements and confirm availability of all the machinery, equipment and manpower for carrying out the inspection of manufacturing unit/factory/office by Procuring Agency's team. In case of non-availability of machinery equipment and man power as mentioned in the submitted documents, the firm shall be considered ineligible. All the expenses incurred such as transportation, travelling, residing, refreshments, meals etc. for inspection of applicant's manufacturing unit/ factory/ office shall be borne by the applicant.

### **11 PROCURING AGENCY'S RIGHTS**

The Procuring Agency reserves the right to take the following actions, and shall not be liable for any such actions:

- xiii. The Procuring Agency will not be responsible for any costs or expenses incurred by Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM in connection with the preparation or delivery of applications.
- xiv. Procuring Agency is competent to accept the application; the Procuring Agency reserves the exclusive right to cancel the Pre-Qualification/procurement process, or to extend the date of submission of applications.
- xv. The Procuring Agency shall issue the bidding documents/ Request For Proposal(s) only to the Pre-Qualified applicants in result of this pre-qualification process.
- xvi. The Procuring Agency may utilize the framework contract mode after completion this pre-qualification and subsequently procurement process to acquire the desirables.

#### **5.1Address of Procuring Agency**

**Senior Purchase Officer/**

**Add: Inspector General of Police,  
Logistics & Procurement, Punjab,  
Govt: of the Punjab, Police Department,  
CPO Complex, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715**

## **12 CRITERIA FOR EVALUATION OF APPLICATIONS**

Pre-Qualification will be based on Applicant's meeting the following qualification criteria regarding their financial soundness, firm's experience and quality of its personnel & equipment and other relevant information as demonstrated by the Bidder's response in the Pre- Qualification Forms attached to the Submission Form (Annex-1). Successful applicants/firms/JV fulfilling the eligibility /mandatory criteria (as mentioned in 6.1) will be evaluated on following factors (as mentioned in 6.2).

<b>Sr. No.</b>	<b>Evaluation on the basis of following factors</b>
1	Financial Soundness
2	Relevant Experience
3	Manufacturing Facility
4	Personnel Capabilities

### **6.7 Eligibility/ Mandatory Criteria**

The applicants fulfilling the following basic eligibility criteria shall only be considered for further evaluation.

- v. Valid legal entity of the firm e.g. Certificate of registration from SECP or Registrar of firms. Foreign firms must attach similar certificate of registration from the respective registration body of their home country (if required).
- w. Certificate of registration with relevant Taxation Authorities (Income Tax, Sales Tax or any other applicable by Law). Foreign firms must attach similar certificate of registration from the Tax Authority of their home country (if required).
- x. Last Three years (FY) Audited Financial Statements by the Chartered Accountant firm.
- y. Last Year Bank Statement verified by respective Bank.
- z. Affidavit on Non-Judicial stamp paper that Non-Performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation.
- aa. Judicial Affidavit declaring "Neither the firms nor its Stakeholders or any of its JV partner, as a whole or as a part of the firm have been black listed/ defaulted/ banned by any government agency/ department/organization/ entity etc".
- bb. Provide separate undertaking that the information supplied by the firm is correct.

- cc. Affidavit on Non-Judicial stamp paper declaring “OEM/Supplier/ Agent/ Dealer” will supply the product/stitched uniform to the client/ Punjab Police at the place anywhere in the Punjab Province in time as per the directions of the Punjab Police.
- dd. Copy of Pakistan Engineering Council Certificate (**\*Optional for required category, if any**)
- ee. Copy of Registration status of applicant (Company, Partnership Firm, Sole Proprietor ship, NGO etc.)

**Note:** Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM/All members of Joint venture have to meet in full the aforementioned basic Eligibility Criteria (and as per clauses- 3(III),4.7&4.8).

**6.8 Pre-Qualification Evaluation Criteria**

Sub Category	Category	Weightage/Marks
A	Financial Soundness	25
B	Relevant Experience	25
C	Manufacturing Facility	30
D	Personnel Capabilities	20
<b>Total</b>		<b>100</b>

**Important Note.**

Marks shall only be given, if the Applicant fills the Annexures as per instructions given in this Document. An overall minimum of 70% marks required to Pre-Qualify in the aforesaid qualification criteria. However, minimum 50% marks in each category is mandatory.

If any previous Contract(s)/Purchase Order(s) or any relevant document as per 6.2 in foreign currency (other than PKR), shall be provided/converted into Pak Rupee (PKR) with respect to the date of respective document by the Applicant.

Criteria, sub-criteria and marking system for the evaluation of applicants shall be as under:

**6.2.1 Financial Soundness**

For financial soundness, Letter from Banks and copy of audited financial statements for *last three financial years shall be submitted.*

***No marks shall be given if letter from Banks (In case of Credit Line) & copy of signed and stamped audited financial statements of last three financial years are not attached.***

Marks shall be awarded on the basis of the following criteria

Sr. No.	Description	Marks	Explanation for Marks Obtained
	<b>Annual Turnover</b>	15	<ul style="list-style-type: none"> <li>• Full Marks will be given if total of Annual Turnover of last three FY’s (as per the audited</li> </ul>

a)	A- Annual Turnover of last three years		<p>financial Statements) is equal or above amounting <b>Rs. 1500 million (PKR)</b> (or equivalent in other currency.)</p> <ul style="list-style-type: none"> <li>• Formula <math>A = (Y1+Y2+Y3)(\text{in millions})/1500 *15</math></li> <li>• No marks will be given if (Y1+Y2+Y3) is less than <b>Rs. 600 million</b></li> </ul> <p><b>Y1,Y2,Y3 representing annual turnover of last three years audited financial statements i.e 2018-19, 2019-20, 2020-21)</b></p> <p><b>Note: If Audit of 2021-22 is completed then updated last three year data may be provided for evaluation. i.e (2019-20, 2020-21,2021-22)</b></p>
b)	<b>Tangible Net Worth</b>	5	<ul style="list-style-type: none"> <li>• Full marks if Tangible Net worth is equal or above amounting <b>Rs. 1000 million.</b></li> <li>• Tangible Net worth (in million)/ <b>1000 * 5.</b></li> <li>• No marks shall be awarded if Net Worth is less than <b>Rs. 400 Million.</b></li> </ul> <p>*Tangible Net Worth= Total Assets - Total Liabilities – Intangible Assets</p>
c)	<b>Bank Credit Limit/ Cash and Bank balance</b>	5	<p><b>Criteria of awarding marks: -</b></p> <ul style="list-style-type: none"> <li>• Full marks will be given if ‘‘Bank Credit Limit’’, ‘‘ Cash and Bank Balance’’ jointly or severally is amounting to <b>Rs. 500 million</b> or more: -</li> <li>• Formula (Bank Credit Limit +Cash and Bank balance) (in million)/<b>500* 5.</b> (No marks shall be awarded, if total amount is less than 200 million)</li> </ul>
<b>Total Marks</b>		25	

### 6.2.2 Relevant Experience

Marks shall be awarded on the basis of the following criteria for evaluation of the experience of the Applicant.

Sr. No.	Description	Marks	Explanation for Marks Obtained
a)	Projects of similar nature and complexity such as making/supply of Stitched Uniform or similar for Pakistan national forces (army, navy, air force), provinces/ICT forces i.e. police, rangers constabulary and other govt. recognized departments and exports to any other country completed in <b>Last 03 Years</b>	20	<ul style="list-style-type: none"><li>• 20 marks will be given if applicant firm has project having total value of 800 Million and above in last three years.</li><li>• Formula= (Accumulated Total Cost of Project(s) in last three years) (in million) /800 *20</li></ul> <p>* Provided that supply was completed within the specified period (including grace period) and firm has not defaulted in any manner(s). <u>*For Completed Projects, Completion Certificate/Proof of Supply of respective project is mandatory <b>indicating Cost of Project</b>. No marks shall be awarded if Completion Certificate indicating cost of respective project is Not attached along with relevant annexures.</u></p>

b)	Projects of ongoing similar nature and complexity such as making/supply of Stitched Uniform or similar for Pakistan national forces (army, navy, air force), provinces/ICT forces i.e. police, rangers constabulary and other govt. recognized departments and exports to any other country.	<b>05</b>	<ul style="list-style-type: none"> <li>• 05 marks will be given if applicant firm has similar nature project(s) in hand and having sum of Cost of Project(s) amounting to Rs. 400 Million or more.</li> <li>• Formula= (Accumulated Total Cost of Project(s) in hand) (in million)/400 *05</li> </ul>
<b>Total Marks</b>		25	

### 6.2.3 MANUFACTURING/PRODUCTION CAPABILITIES

Marks shall be awarded on the basis of Manufacturing Facility. Whereas Supplier/Firm/Company/Original Equipment Manufacturer (OEM)/Authorized Agents of OEM are eligible as per **clause 3.iii, & 4.7.** or any provision(s) of this PQD (In case of supplier/firm/company other than Original Equipment Manufacturer is required to submit the authorization dealership/supplier certificate issued by OEM along with manufacturing capabilities/details as mentioned in the relevant part of this PQD. No marks shall be awarded if declaration of Manufacturing Facility of OEM is not provided along with Annex.

Sr. No.	Description	Marks	Explanation for Marks Obtained
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a)	Assembling unit with allied skilled staff.	4 marks	<b>Weaving Unit: -</b> <ul style="list-style-type: none"> <li>• Applicant must have air jet looms with capacity of producing cloth of required width</li> <li>• Machines should have capacity to weave the fabrics as per requirement.</li> </ul>
		7 marks	<b>Dyeing Unit</b> <ul style="list-style-type: none"> <li>• Applicant must have Water Treatment plant and dyeing plant of vat for dyeing facilities of cloth of required width</li> <li>• Should be capable of supreme quality dyeing in reactive / vat dyes.</li> </ul>
		2 Marks	Emergency fire exit system complete in all respect including fire exits in building, fire extinguishers at appropriate places, etc = 02 marks
		2 marks	<b>01 Generator</b> <ul style="list-style-type: none"> <li>• Availability of generator 100 KVA or above in operational mode.</li> </ul>
b)	Production/Capability	10 marks	<b>Capability for Cutting &amp; Stitching of Uniform:</b> <ul style="list-style-type: none"> <li>• Monthly Capability of cutting &amp; stitching of <b><u>100,000 sets (shirts + trouser) of Uniform</u></b> or more=10 marks</li> <li>• For less than 100,000 sets marks shall be awarded as:</li> <li>• (No of Uniform Kits/100,000) *10</li> </ul> <b>*(The firm must have dyeing unit and stitching unit as described in clause 6.2.3, otherwise no marks shall be awarded)</b>
c)	Machinery & Special Equipment required for reasonable unit	5 marks	<ul style="list-style-type: none"> <li>• Applicants/manufacturer must have 100 stitching machines including all machines=<b>3 marks</b></li> <li>• Collar and cuff automatic fusing machine, single needle with auto trimmers /double needle / auto hemming machine / overlock three thread machine /bar tack machines / cover stitch machines / auto loop attached machine / waistband machines / bottom hem machines / button attach machines with lock</li> </ul>

			stitch capability / button pull test machine / lock stitch machines / cuff making machines /(02 No.) =1 <b>marks (Maximum)</b> <ul style="list-style-type: none"> <li>• Computerized marker and plotter equipment=1 <b>mark</b></li> </ul>
<b>Total Marks</b>		30	

#### 6.2.4 Personnel Capabilities

Marks shall be awarded on the basis of the following criteria for evaluation of the experience of the Applicant. Attach detail of staff and affidavit of Employment of staff.

Sr. No.	Description	Marks	Explanation for Marks Obtained
a	<b>Managerial Staff (05 professionals)</b>	10 (2 for each professional)	Master's Degree with Minimum 03 years of relevant experience or Bachelor with Minimum 05 years of relevant experience <b>(CVs with attested copies of Degree and Experience certificates must be attached) otherwise no marks shall be awarded.</b>
b	<b>Support Staff</b>	05	<ul style="list-style-type: none"> <li>• 5 Marks will be given if applicant firm has 200 or more support staff.</li> <li>• For staff, less than 200, marks shall be awarded as: (No of support staff/200) *5 <b>*authentic details must be attached.</b></li> </ul>
c	<b>Quality Certification and any other certification</b>	05	<ul style="list-style-type: none"> <li>• 05 Marks will be given if applicant firm has Quality Certification (relevant category). No mark if applicant firm has not provided quality Certification. Relevant/valid ISO certificate must be attached otherwise no marks shall be given. (Date of expiry of the contract should be clearly mentioned)</li> </ul>
<b>Total Marks</b>		20	

#### 10. Grievance Redressal Committee

A committee has been constituted comprising of odd number of persons, with proper powers and authorizations, to address the complaints of the bidders that may occur prior to the entry into force of the procurement contract.

- x. Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- xi. The committee shall investigate and decide upon the complaint within fifteen (15) days of the receipt of the complaint.
- xii. Mere fact lodging of a complaint shall not warrant suspension of the procurement process.

### **Annex 1: Cover Letter**

**To**

**Senior Purchase Officer/  
Add: Inspector General of Police,  
Logistics & Procurement, Punjab,  
Govt: of the Punjab, Police Department,  
CPO Complex, Lahore Punjab, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715**

**Subject:** \_\_\_\_\_

**Respected Sir,**

Being duly authorized to represent and act on behalf of \_\_\_\_\_, and having reviewed and fully understood all of the terms and condition set forth in the PQD and attached annexes.

We hereby express our interest and apply for the Pre-Qualification of **item** \_\_\_\_\_ for Police Department.

Attached to this letter are copies of original documents defining:

- j. The Applicant's legal status
- k. The principal place of business
- l. The place of incorporation (for applicants who are corporations); or the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).

19. The Procuring agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by

yourselves or the authorized representative to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

20. The Procuring agency and its authorized representatives may contact the following inquiry numbers: -

General and Managerial Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2
Personnel Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2
Technical Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2
Financial Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

21. This application is made with the full understanding that:

- j. Bids by prequalified applicants will be subject to verification of all information submitted for prequalification at the time of bidding;
- k. The Procuring agency reserves the right to reject or accept all application, may cancel the prequalification process.
- l. The Procuring agency shall not be liable for any such actions or consequences and shall be under no obligation to inform the Applicant of the grounds for actions at 5(b) here above.

*[Applicants who are not joint ventures should delete Para 4&5 and initial the deletions.]*

22. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, to the joint venture. We also specify the financial commitment in terms of the percentage of the value of the (each) contract, and the responsibilities for execution of the (each) contract.

23. We confirm that in the event that we bid, that bid as well as any resulting contract will be: -

- g. Signed so as to legally bind all members, jointly and severally.
- h. Submitted with a Joint Venture agreement providing the joint and several liabilities of all members in the event the contract is awarded to us.

24. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

4. Signed for and on behalf of [Name of the Lead Member] \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal:** \_\_\_\_\_

**Annex 2: Joint Venture Agreement**  
(Should be a Formal JV agreement on a Stamp Paper of value PKR 1,200)

To:

\_\_\_\_\_

[Name and address of the Leading Member firm] who for the purpose of this Agreement shall hereinafter called "Lead Member"

\_\_\_\_\_

[Name and address of the Member firm] who for the purpose of this Agreement shall hereinafter called "Member". They hereby declare:

22. That they will legalize a Joint Venture in case that a Contract for the Production/Distribution/Supply of \_\_\_\_\_ is awarded to their Joint Venture.
23. That they have nominated Mr. /Ms. \_\_\_\_\_ (Name of the Lead member) as the Lead Member of the Joint Venture.
24. That they authorized Mr. /Ms. \_\_\_\_\_ (Name of the person who is authorized to act as the Representative on behalf of the Joint Venture) to act as the JV's Representative in the name and on the behalf of their Joint Venture.
25. That all members of the Joint Venture shall be liable jointly and severally for the execution of the Contract.
26. That this Joint Venture is constituted for the purpose of the execution of the Production/Distribution/Supply of \_\_\_\_\_ under this contract.
27. That if the Employer accepts the Bid of this Joint Venture it shall not be modified in its composition or constitution until the completion of Contract without the prior consent of the Employer.
28. That each member's share of the Work, stated as percentage of the total contract amount, shall be as follows.

VII. Signed for and on behalf of [Name of the Lead Member] \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal:** \_\_\_\_\_

VIII. Signed for and on behalf of [Name of the Member] \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal:** \_\_\_\_\_

**Annex 3: Lead Member of JV**  
(Power of Attorney for Lead Member of Joint Venture (JV))

[To be printed on a PKR 100 stamp paper]

**PUNJAB POLICE** has invited Application for Pre-Qualification for Supply of \_\_\_\_\_, Whereas \_\_\_\_\_ and \_\_\_\_\_ (collectively the “**Joint Venture**” and individually as the “**Member**”) being members of the Joint Venture are interested in Pre-Qualification for the Project in accordance with the terms and conditions of the Pre-Qualification Document.

Whereas, it is necessary for the Joint Venture to designate one of the Joint Venture Member as the Lead Member with all necessary power and authority to do for and on behalf of the JV, all acts, deeds and things as may be necessary in connection with the JV’s Pre-Qualification Application for the Project and its execution.

**Now Therefore Know All Men by These Presents**

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Member of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV and any one of us during the Prequalification process and, in the event the Joint Venture is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the JV and generally to represent the JV in all its dealings with the Authority.

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ JV.

**In witness whereof we the principals above named have executed this power of attorney on this \_\_\_\_\_ day of \_\_\_\_\_.**

**Members:**

**Member 1**

**Member 2**

**Signature:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**Witnesses:**

**Witness 1**

**Witness 2**

**Signature:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Name:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**(To be executed by all the Members of the Joint Venture) Notes:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also wherever required, the applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Pakistani Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

## Annex 4: General Information

### PARTICULARS

Company Name \_\_\_\_\_

Abbreviated Name \_\_\_\_\_

National Tax No. \_\_\_\_\_ Sales Tax Registration No. \_\_\_\_\_

No. of Employees \_\_\_\_\_ Company's Formation Date \_\_\_\_\_

Registered Office Address \_\_\_\_\_

State/Province \_\_\_\_\_

City/Town \_\_\_\_\_ Postal Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Email Address \_\_\_\_\_ Website Address \_\_\_\_\_

Branch Office Address \_\_\_\_\_

City/Town \_\_\_\_\_ State/Province \_\_\_\_\_

Country \_\_\_\_\_ Postal Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Factory/Workshop Office Address \_\_\_\_\_

City/Town \_\_\_\_\_ State/Province \_\_\_\_\_

Country \_\_\_\_\_ Postal Code \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

*\*Please attach copies of NTN, GST Registration & Professional Tax Certificate*

**\*Name, Signature, Stamp and Designation of the focal person nominated by Applicant or Lead member of JV**

## Annex-5: Financial Soundness

### Financial Soundness

Name of Applicant (Lead Member of a Joint Venture, in case of JV)

Applicant (Lead Member of a Joint Venture, in case of JV) applying for prequalification is required to provide financial information to demonstrate that they meet the requirements of Evaluation Criteria. If necessary, use separate sheets to provide complete information. **A copy of the audited financial statements of the past three (3) financial years must be attached.**

#### Banker

Name of Banker	
Address of Banker	
Credit Line/Cash Limit:	
Telephone	
Fax	

Summarize documented information in Pak Rupees (equivalent at the current rate of exchange at the end of each year) for the previous three years (if FY 2020-21 audit is complete then below FY may read as (FY 2019-20, FY2020-21, FY2021-22)).

Financial Information in Pak Rupees	FY2018-2019	FY2019-2020	FY2020-2021
Annual Turnover			
Total Assets			
Total Liabilities			
Net Worth			
Working Capital			
Current Assets			
Current Liabilities			
Profits Before Taxes			
Profits After Taxes			
Total Debt			
Total Equity			
Total Revenue			
Annual Turnover			

\* If any above or relevant document as per 6.2 in foreign currency (other than PKR), shall be provided/converted into Pak Rupee (PKR) with respect to the date of respective document by the Applicant.

**\*Name, Signature, Stamp and Designation of the focal person nominated by Applicant or Lead member of JV**

## **Annex-6: Similar Projects**

### **Summary of Similar Nature Project Completed**

**Name:** \_\_\_\_\_

(Applicant or member of Joint Venture)

*Applicant and each Member of a Joint Venture applying for Pre-Qualification is required to complete the information in this form. Use a separate sheet for each Member of a Joint Venture.*

<b>Project Name</b>	<b>Year of Completion</b>	<b>Location</b>	<b>Value in PKR (Million)</b>

\* If any above or relevant document as per 6.2 in foreign currency (other than PKR), shall be provided/converted into Pak Rupee (PKR) with respect to the date of respective document by the Applicant.

**\*Name, Signature, Stamp and Designation of the focal person nominated by Applicant or Lead member of JV**

## **Annex 7: Similar Project in Hand**

### **Summary of Similar Nature Project in hand**

**Name:** \_\_\_\_\_  
(Applicant or member of Joint Venture)

*Applicant and each Member of a Joint Venture applying for Pre-Qualification is required to complete the information in this form. Use a separate sheet for each Member of a Joint Venture.*

<b>Project Name</b>	<b>Year of Completion</b>	<b>Location</b>	<b>Value in PKR (Million)</b>

**\*Name, Signatures, Stamp and Designation of focal person nominated by the applicant or Lead Member of JV**

**Annex8: Undertaking**  
**Affidavit for Correctness of Information**  
(To be printed on PKR 100 Stamp Paper)

Name: \_\_\_\_\_  
(Applicant or member of Joint Venture)

The undersigned, do hereby certify that all the statements made in the Pre-Qualification Forms and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the Bank, Person, Firm or Corporation to furnish any additional information requested by the Punjab Police of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the **PUNJAB POLICE**.

**PUNJAB POLICE** undertake to treat all information provided as confidential.

*Signed by an authorized Officer of the firm*

**Title of Officer:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*Name, Signatures, Stamp and Designation of focal person nominated by the applicant or Lead Member of JV**

## **Annex 9: Personnel Capabilities Short CV**

- 25. Name :
- 26. Profession/Expertise :
- 27. Date of Birth :
- 28. Years with the Firm :
- 29. Nature of experience in this firm and others :
- 30. Education :
- 31. Other Training :
- 32. Key Qualifications (Maximum  $\frac{3}{4}$  of a page) :

**\*Name, Signatures, Stamp and Designation of focal person nominated by the applicant or Lead Member of JV**

# **PRE-QUALIFICATION DOCUMENT FOR T-SHIRT/VEST**

2022-23

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**PRE-QUALIFICATION OF ORIGINAL EQUIPMENT  
MANUFACTURERS (OEM) OR AUTHORIZED  
SUPPLIERS/DEALERS OF (OEM)**

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**Punjab Police Department,  
Government of Punjab**

CPO Complex, Lahore Punjab, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715  
URL: [www.punjabpolice.gov.pk](http://www.punjabpolice.gov.pk)

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## **17. INVITATION FOR PRE-QUALIFICATION FOR FINANCIAL YEAR 2022-23**

Punjab Police Department intends to Pre-Qualify the Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer/ Agent of OEM for the procurement of T-Shirt/Vest -for Punjab Police. The “Eligible Applicants” as provided in the relevant clause may participate in the Pre-Qualification process by submitting their application as required below in the prescribed manner.

A transparent Pre-Qualification method given in this Pre-Qualification Documents (PQD) shall be followed in its true letter and spirit keeping in view the guidelines of Punjab Procurement Rules 2014 updated (PPRA-14). Only the Pre-Qualified (OEM) or authorized supplier / dealer of OEM shall be invited through request for proposals (RFP) for submission of their bids. Performance of each (OEM) or authorized supplier / dealer of OEM in terms of quality, delivery, after sales service, credit terms and other contractual obligations will be closely monitored and periodically reviewed. The Pre-Qualification Document carrying all details can be downloaded from Punjab Police’s as well as PPRA website (<https://punjabpolice.gov.pk> & <https://ppra.punjab.gov.pk>). The complete applications along with all prescribed / related PQD shall be received in sealed envelope by hand only to the Senior Purchase Officer/Additional Inspector General of Police, Logistics & Procurement, Punjab, Lahore. The (OEM) or authorized supplier / dealer of OEM shall be fully and completely responsible for all the deliveries and deliverables to the Procuring Agency as per subsequent purchase order/contract.

OEM or authorized supplier / dealer of OEM is required to provide the name, title, fax No. & Email Address of their authorized representative for the correspondence.

The Procuring Agency will not be responsible for any costs or expenses incurred by applicant (OEM) or authorized supplier / dealer of OEM in connection with the process of this Pre-qualification.

Under Punjab Procurement Rules 2014, Procuring Agency reserves the exclusive right to cancel the Pre-Qualification process and reject all Applications at any stage.

## **18. APPLICABILITY OF PUNJAB PROCUREMENT RULES, 2014**

This Pre-Qualification Process will be completed **in the terms & conditions set forth herein these PQD which are not conflicted with applicable connected Rules of Punjab Procurement Rules, 2014** as amended from time to time and instructions of the Government of the Punjab received during the completion of the process.

## **19. DEFINITIONS**

In this document, unless there is anything repugnant in the subject or context:

- CI. "Applicant" an applicant (eligible) shall be a single or as a consortium with a formal intent to enter into an agreement in relation to this procurement.
- CII. "Authorized Representative," means any representative appointed, from time to time, by the Procuring Agency or applicant.
- CIII. "Eligible applicants" means the Original Equipment Manufacturer (OEM) or OEM agent/ supplier/ dealer of OEM.
- CIV. "Coercive Practice" coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- CV. "Consortium" a consortium is an association of two or more registered companies or organizations with the objective of participating in a common activity or pooling their resources in relation to the project.
- CVI. "Collusive Practice" a collusive practice means; an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- CVII. "Corrupt Practice" a corrupt practice means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence actions of any other party.
- CVIII. "Commencement Date of the Contract" means the date of signing of the Contract between the Procuring Agency and the Pre-Qualified Bidder.
- CIX. "Contract" means the agreement/ contingent contract executed between the Procuring Agency and the contractor, as recorded in the Contract Form including all Schedules and Attachments or Addendum.
- CX. "Contract Price" means the price payable to the Supplier / Contractor under the Purchase Order/Contract for the full and proper performance of its contractual obligations.
- CXI. "Day" means calendar day.
- CXII. "Procuring Agency" the Procuring Agency means Punjab Police Department and/or any authorized Officer of Police Department.
- CXIII. "Fraudulent Practice" a fraudulent practice means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- CXIV. "Goods" means all such goods, articles, equipment, products, machinery, spare parts, including the services for their installation (if any), replacement or supply that may be required by the Procuring Agency under the Contract signed with the Supplier in relation to this Pre-Qualification process relating to the and procurements of T-Shirt/Vest.
- CXV. "Grievance Redressal Committee" means a committee constituted by the Procuring Agency (of odd members) to address objections/complaints/grievance filed by the participants/applicants in the procurement process/ pre-qualification, before entering into contract.

- CXVI. "Lead Partner" Partner of a consortium, who has the capacity and responsibility in supplying, manufacturing, installation, repairing, as required under this Pre-Qualification Documents and has at least 60% share in the consortium.
- CXVII. "Origin" shall be considered to be the place where the Goods are produced/ manufactured or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Supplier.
- CXVIII. "Procuring Agency" means the Punjab Police Department or any other person for the time being or from time to time duly appointed in writing by the Procuring Agency to act as Procuring Agency for the purposes of the Contract.
- CXIX. "Pre-Qualified Person" means a person (as defined hereunder) declared responsive/ short listed/ pre-qualified after technical evaluation and completion of this pre-qualification process.
- CXX. "Purchase Order" means a document issued by the Procuring Agency to the Supplier for the delivery of Goods or Services as required by the Procuring Agency.
- CXXI. "PPRA Laws" means Punjab Procurement Rules 2014 (amended time to time) including other procurement Laws/Regulations/Circulars/Instructions or Guide Lines issued by the Government of Punjab.
- CXXII. "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- CXXIII. "Prescribed" means prescribed in the Pre-Qualification Document.
- CXXIV. "Pre-qualification committee" means a committee constituted by the Procuring Agency (of odd members) to technically evaluate applications/documents received by the Procuring Agency as per requirement.
- CXXV. The "Supplier" means the Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer/ Agent of OEM who declare responsive/ lowest evaluated after completion of the procurement process.

## **20. INFORMATION/INSTRUCTIONS TO THE APPLICANT**

### **20.1. Signing of Application & Number of Copies**

The Applicant shall prepare the documents comprising the information required in this PQD and clearly mark it "ORIGINAL". The original on the application shall be typed or written in indelible ink and each page shall be signed and stamped by a person duly authorized to sign on behalf of the Applicant. The Applicant shall submit one (01) original, two (02) hard copies and one (01) soft copy of the signed application in addition to the original application and clearly mark them as "ORIGINAL" and/or "TRUE COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.

The requirements regarding the legal instrument evidencing the authorization to represent and sign on behalf of the Applicant shall be a power of attorney, duly notarized and attested, indicating that the person(s) signing the Application has(ve) the authority to sign the Application for Prequalification.

The Power of Attorney is required to be duly stamped, witnessed, notarized according to the laws of the country where the Power of Attorney was issued and duly attested by Pakistan Foreign Office of the country where the power of attorney was issued.

Additionally, the date of issuance and validity of the power of attorney should also be specified, along with the name and designation of the signatory.

For a consortium, the power of attorney (duly stamped, witnessed and dated; as stated above) should be signed by all partners of the consortium and specify the authority of the named representative of the consortium to sign on behalf of the consortium.

Applications submitted by an existing or intended Consortium shall include an undertaking signed by all partners:

Stating that all partners shall be jointly and severally liable, and

Nominating a Representative to act as lead partner who shall have the authority & responsibility to conduct all businesses and ensure compliance thereof on behalf of any and all the partners of the Consortium during the prequalification process and, in the event the Consortium is prequalified, during the bidding process, and in the event the Consortium is awarded the Contract, during contract execution.

### **20.2. Cost of Application**

The Applicant shall bear all costs associated with the preparation and submission of its application. The Procuring Agency will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Pre-Qualification process by the Procuring Agency.

### **20.3. Language of Application**

The application as well as all correspondence and documents relating to the Pre-Qualification exchanged by the Applicant and the Procuring Agency, shall be written in English language.

Supporting documents and printed literature that are part of the application shall also be in the same language.

#### **20.4. Clarification of Pre-Qualification Document**

An Applicant requiring any clarification about this PQD shall contact the Procuring Agency in writing at the given Procuring Agency's address indicated in the Advertisement and this document. The Procuring Agency will respond in writing or by Email to any request for clarification provided that such request is received not later than two (2) days prior to the deadline for submission of applications. The Procuring Agency shall forward copies of its response to all applicants who have acquired the PQD directly from the Procuring Agency including a description of the inquiry but without identifying its source. **The Procuring Agency reserves the right to amend the Pre-Qualification Document as a result of a clarification if deemed appropriate before the closing date and communicate the same to all prospective applicants in writing or by Email who directly purchased these PQDs from the Procuring Agency.**

#### **20.5. Amendment of Prequalification Document**

At any time prior to the deadline for submission of applications, the Procuring Agency may amend PQD by issuing Addendum/ Corrigendum or call a meeting inviting all the prospective applicant(s) to review the PQ documents (if procuring agency decide so). Any Addendum/ Corrigendum issued shall be the part of this PQD and shall be communicated in writing or by Email to all who have obtained directly the Pre-Qualification Document from the Procuring Agency. Moreover, the Procuring Agency may extend the deadline for the submission of the application at its own or on the request of the prospected applicant(s).

#### **20.6. Letter of Application**

The applicant shall submit an application form along with Pre-Qualification Application as per **Annex-1**. This form shall be completed without any alteration to its format.

#### **20.7. Eligible Applicants**

All domestic OEM or authorized supplier / dealer/ Agents of OEM are eligible to participate in this pre-qualification process. An applicant should meet the requirements as described in the Definition. In case of a Consortium; All partners to the Consortium shall be jointly and severally liable; and A Consortium must be represented by its Lead Partner. Lead partner should meet the requirements as described in Definitions or hereunder. An applicant who is under a declaration of ineligibility/ blacklisting, due to reasons, including but not limited to, corrupt practices and poor performance, by the Government of Pakistan/ Government of Punjab or the Procuring Agency, at the date of submission of the application or thereafter, shall not be considered. The applicant shall provide such evidence of their continued eligibility/satisfactory to the Procuring Agency. The Applicant must comply with the Standard Anti-Corruption Policy of Government of the Punjab

and must not be declared ineligible by any Court of Law or Governmental Body of Pakistan due to corrupt/fraudulent/coercive/collusive practices as described in the Definitions. The Procuring Agency shall disqualify/ black list the Applicant(s) pursuant to Section 17A of Punjab procurement Regularity Authority Act 2009 (amended time to time) and Rule 20 or 21 of Punjab Procurement Regulatory Authority (PPRA) Procurement Rules, 2014 for award of contract, if it determines that the Applicant(s) recommended for award has(ve), directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and the Procuring Agency shall sanction the Applicant(s) or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in bidding activities in Pakistan, if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing the contract. The Applicant must not conceal any information that might hinder the execution of the project. The Procuring Agency shall disqualify an Applicant pursuant to ibid relevant Rules of Punjab Procurement Rules-2014 on grounds of false, fabricated or materially incorrect information. In case of Joint Venture (JV) Consortium the applicant must fulfil the requirement given in the attached Performa.

## **20.8. Joint Venture(JV)**

### **4.20.1 Joint Venture(JV) Agreement**

Applicant/OEM or Authorized persons may submit Pre-Qualification Application as a Joint Venture (JV). Pre-Qualification Document shall be signed by authorized representative of the JV. Joint Venture Agreement entered into by the members shall be submitted with the Pre-Qualification Document as per **Annex-2**. Letter of acceptance will be issued as per JV agreement.

### **4.20.2 Lead Member JV**

One of the members who is responsible for performing the key function in executing major component of the proposed contract shall be nominated as lead member during the Pre-qualification and bidding period and in the event of a successful bid, during contract execution. The Lead Member shall be responsible to incur liabilities and receive instructions for and on behalf of any and all members of Joint venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members of the Joint Venture as required. All responsibility for successful completion of the work as per tender documents shall be with the lead member. However, in case of any default or involvement in any corrupt practice or fail to provide the required document(s)/ information(s) all such partners of JV shall be jointly/ severely responsible any legal action shall be taken against all JV partner(s).

### **4.8.3 Joint and Several Liability**

All members of the Joint Venture shall be legally liable, jointly and severally, during the Pre-Qualification and bidding period, and during the event of a successful bid and contract execution. A JV partner may not join any other consortium or submit independent application in this prequalification process and in such eventuality, all such application shall be state forwardly rejected.

#### **4.8.4 Basic Requirements for JV**

a) Following are minimum qualification requirements: -

- xxv. The lead partner shall not have score less than 60% of all qualifying criteria given in paras 6.2.
- xxvi. Each of the partners shall not have score less than 25% percent of all the qualifying criteria given in paras 6.2.
- xxvii. The joint venture or consortium must compose of one leading partner and maximum two partners.
- xxviii. In case an applicant firm wants to demonstrate experience of a project executed under JV arrangement, it must submit JV agreement clearly showing percentage share of all partners of JV. If the JV agreement showing percentage of the partners is not attached, the submitted project will not be considered during evaluation.
- xxix. In JV one of the applicant shall be designated as the Lead member, to perform a lead role who has been duly appointed by all applicant(s) to submit and sign on their behalf all documents required hereunder to bound the entire JV agreement to the contents thereof.
- xxx. v) In JV, there must be a Lead firm appointed through a Power of Attorney executed by all other applicants.

b) Any change in a Prequalified JV after prequalification, shall be subject to the written approval of the Procuring Agency prior to the deadline for submission of bids. Such approval may be denied if: -

- xiii. Partner(s) withdraw from a JV and remaining partners do not meet the qualifying requirements;
- xiv. The new partners to a JV are not qualified individually or as another JV; or
- xv. In the opinion of the Procuring Agency, a substantial reduction in competition would result.

c) Partners, jointly and severally, and any application shall be submitted with a copy of the JV agreement providing the joint and several liabilities with respect to the contract.

#### **4.21 Submission of Pre-Qualification Application**

Application for Prequalification **one (01) original, two (02) hard copies and one (01) soft copy of the signed application in addition to the original application and clearly mark them as “ORIGINAL” and/or “TRUE COPY”** must be received in sealed envelopes to be delivered by

hand or through registered mail on or before ----- as per advertisement date and time----- at the following address:

**Senior Purchase Officer/  
Addl: Inspector General of Police,  
Logistics & Procurement, Punjab,  
Govt: of the Punjab, Police Department,  
CPO Complex, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715**

Envelope should be clearly marked “**Application for Pre- Qualification for Supply of T-Shirt/Vest**. The proposals/bids should be numbered by the concerned bidder/contractor and concerned official/dealing hand should also have its initial on it..

#### **4.22 Opening of Pre-Qualification Application**

The Procuring Agency shall prepare a record of opening of Applications that shall include, as a minimum, the name of the Applicant.

#### **4.23 Late Submission of Pre-Qualification Applications**

The application which is received after the closing date and time as mentioned in advertisement, shall not be entertained.

#### **12.12 Lack of Information**

Failure of an applicant to provide comprehensive and accurate information that is essential for the evaluation to the applicant may result his disqualification/rejection.

#### **12.13 Qualification**

A Procuring Agency, at any stage of the procurement proceeding, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of an applicant, whether or not pre-qualified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competency as the Procuring Agency may decide.

#### **12.14 Only one Application**

An Applicant shall submit only one application in the same Pre-Qualification process, either individually as an Applicant or as a member of a Joint Venture. An Applicant who submits, or participates in, more than one application will cause all the applications in which the Applicant has participated to be disqualified and its/ his all such applications shall be treated as **rejected**.

### **12.15 Compliance**

After pre-qualification and process of procurement the successful applicant/joint venture shall comply with and acquire all consents, approvals, permits and licenses applicable under the laws of Pakistan in relation to the performance of the work & services. Each applicant or bidder shall indemnify the Procuring Agency, its affiliates and their advisors fully in respect of any direct or indirect losses, damages, costs, penalties or expenses of any kind incurred by such person arising from a Prospective Firms/ Joint Venture's breach of the obligations referred to above.

### **12.16 Fraud & Corruption**

The applicant shall observe the highest standards of ethics during this prequalification and further processing. The Procuring Agency defines for the purposes of this provision, the terms set forth below:

- xvii. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Pre-Qualification process or in contract execution.
- xviii. "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence the Pre-Qualification;
- xix. "Collusive Practice" means a scheme or arrangement between two or more Applicants, with or without the knowledge of the Procuring Agency, designed to establish artificial Data/ Information.
- xx. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the prequalification process.

Procuring Agency will reject an application for Pre-Qualification, if it determined that the Applicant recommended for award has, directly or through an agent, engaged in Corrupt/Fraudulent/Collusive/Coercive practices.

Procuring Agency will sanction a Firm/Joint Venture/Individual, including declaring them ineligible, either indefinitely or for a stated period of time for Pre-Qualification, if it at any time determines that they have, directly or through an agent, engaged in Corrupt/Fraudulent/Collusive/Coercive practices.

### **12.17 Declaring of Ineligibility and Blacklisting**

Declaration of ineligibility and Blacklisting would be applicable as per Section 17A of PPRA Act 2009 (amended) and Rules 20/21 of PPRA Rules 2014. Please ensure ibid Laws of Punjab Procurement Rule(s) 20/21 and schedule appended with PPR-2014.

## **12.18 No Conflict of Interest**

Applicant and all parties constituting the Applicant shall not have a conflict of interest. Applicants shall be considered to have a conflict of interest if:

**4.18.1** Applicant has common controlling shareholders or other ownership interest.

**4.18.2** Applicant is also a constituent of another applicant.

**4.18.3** Applicant has a relationship with another applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Pre-Qualification of either or each of the other applicant

**4.18.4** Applicant has participated as a consultant of other Applicant and helped him in the preparation of any documents, design or technical specifications of the Project.

## **12.19 Additional Information**

The Procuring Agency, at any stage of the pre-qualification or procurement proceedings, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of a contractor, whether or not Pre-Qualified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competence as the Procuring Agency may decide. In case of non-responsive or failed to provide the information the Procuring Agency may initiate any legal action against the applicant/contractor/supplier under PPRA Rules-2014

- To assist in the evaluation of applications, the Procuring Agency may, at its discretion, ask any applicant for a clarification of its application which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.
- If an applicant does not provide clarifications of the information requested by the date and time set in the Procuring Agency's request for clarification, its application may be rejected.
- The Procuring Agency may reject any application which is non responsive to the requirements of the pre-qualification documents.
- The Procuring Agency reserves the right to waive minor deviations and omissions, if these do not materially affect the capability of an applicant as required under the pre-qualification document.
- The Procuring Agency shall use compliance to eligibility requirements in relevant section and the criteria and methods defined in provided section qualification criteria to evaluate the qualification of the applicants.
- Once the Procuring Agency has completed the evaluation of the applications it shall notify all applicants in writing of the names of those applicants who have been prequalified.

- After the notification of the results of the prequalification, the Procuring Agency shall invite bids from all the applicants that have been prequalified.

## **12.20 Confidentiality**

5. Information relating to the evaluation of Applications, and recommendation for pre-qualification, shall not be disclosed to Applicants or any other persons not officially concerned with such process until the notification of prequalification is made to all Applicants.
2. From the deadline for submission of Applications to the time of notification of the results of the prequalification in accordance with relevant provision, if any Applicant wishes to contact the Procuring Agency on any matter related to the prequalification process, it may do so in writing.

## **12.21 Inspection of applicant's manufacturing unit/factory/office**

The applicant shall make all arrangements and confirm availability of all the machinery, equipment and manpower for carrying out the inspection of manufacturing unit/factory/office by Procuring Agency's team. In case of non-availability of machinery equipment and man power as mentioned in the submitted documents, the firm shall be considered ineligible. All the expenses incurred such as transportation, travelling, residing, refreshments, meals etc. for inspection of applicant's manufacturing unit/ factory/ office shall be borne by the applicant.

## **13 PROCURING AGENCY'S RIGHTS**

The Procuring Agency reserves the right to take the following actions, and shall not be liable for any such actions:

- xvii. The Procuring Agency will not be responsible for any costs or expenses incurred by Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM in connection with the preparation or delivery of applications.
- xviii. Procuring Agency is competent to accept the application; the Procuring Agency reserves the exclusive right to cancel the Pre-Qualification/procurement process, or to extend the date of submission of applications.
- xix. The Procuring Agency shall issue the bidding documents/ Request For Proposal(s) only to the Pre-Qualified applicants in result of this pre-qualification process.
- xx. The Procuring Agency may utilize the framework contract mode after completion this pre-qualification and subsequently procurement process to acquire the desirables.

## **5.1Address of Procuring Agency**

**Senior Purchase Officer/**

**Add: Inspector General of Police,  
Logistics & Procurement, Punjab,  
Govt: of the Punjab, Police Department,  
CPO Complex, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715**

## **14 CRITERIA FOR EVALUATION OF APPLICATIONS**

Pre-Qualification will be based on Applicant's meeting the following qualification criteria regarding their financial soundness, firm's experience and quality of its personnel & equipment and other relevant information as demonstrated by the Bidder's response in the Pre- Qualification Forms attached to the Submission Form (Annex-1). Successful applicants/firms/JV fulfilling the eligibility /mandatory criteria (as mentioned in 6.1) will be evaluated on following factors (as mentioned in 6.2).

<b>Sr. No.</b>	<b>Evaluation on the basis of following factors</b>
1	Financial Soundness
2	Relevant Experience
3	Manufacturing Facility
4	Personnel Capabilities

### **6.9 Eligibility/ Mandatory Criteria**

The applicants fulfilling the following basic eligibility criteria shall only be considered for further evaluation.

- ff. Valid legal entity of the firm e.g. Certificate of registration from SECP or Registrar of firms. Foreign firms must attach similar certificate of registration from the respective registration body of their home country (if required).
- gg. Certificate of registration with relevant Taxation Authorities (Income Tax, Sales Tax or any other applicable by Law). Foreign firms must attach similar certificate of registration from the Tax Authority of their home country (if required).
- hh. Last Three years (FY) Audited Financial Statements by the Chartered Accountant firm.
- ii. Last Year Bank Statement verified by respective Bank.
- jj. Affidavit on Non-Judicial stamp paper that Non-Performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation.
- kk. Judicial Affidavit declaring "Neither the firms nor its Stakeholders or any of its JV partner, as a whole or as a part of the firm have been black listed/ defaulted/ banned by any government agency/ department/organization/ entity etc".
- ll. Provide separate undertaking that the information supplied by the firm is correct.

- mm. Affidavit on Non-Judicial stamp paper declaring “OEM/Supplier/ Agent/ Dealer” will supply the product/**T-Shirt/Vest**to the client/ Punjab Police at the place anywhere in the Punjab Province in time as per the directions of the Punjab Police.
- nn. Copy of Pakistan Engineering Council Certificate (**\*Optional for required category, if any**)
- oo. Copy of Registration status of applicant (Company, Partnership Firm, Sole Proprietor ship, NGO etc.)

**Note:** Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM/All members of Joint venture have to meet in full the aforementioned basic Eligibility Criteria (and as per clauses- 3(III),4.7&4.8).

### 6.10 Pre-Qualification Evaluation Criteria

Sub Category	Category	Weightage/Marks
A	Financial Soundness	25
B	Relevant Experience	25
C	Manufacturing Facility	30
D	Personnel Capabilities	20
<b>Total</b>		<b>100</b>

#### Important Note.

Marks shall only be given, if the Applicant fills the Annexures as per instructions given in this Document. An overall minimum of 70% marks required to Pre-Qualify in the aforesaid qualification criteria. However, minimum 50% marks in each category is mandatory.

If any previous Contract(s)/Purchase Order(s) or any relevant document as per 6.2 in foreign currency (other than PKR), shall be provided/converted into Pak Rupee (PKR) with respect to the date of respective document by the Applicant.

Criteria, sub-criteria and marking system for the evaluation of applicants shall be as under:

#### 6.2.1 Financial Soundness

For financial soundness, Letter from Banks and copy of audited financial statements for *last three financial years shall be submitted.*

***No marks shall be given if letter from Banks (In case of Credit Line) & copy of audited financial statements of last three financial years are not attached.***

Marks shall be awarded on the basis of the following criteria

Sr. No.	Description	Marks	Explanation for Marks Obtained
---------	-------------	-------	--------------------------------

a)	<b>Annual Turnover</b>  A- Annual Turnover of last three years	15	<ul style="list-style-type: none"> <li>• Full Marks will be given if total of Annual Turnover of last three FY's (as per the audited financial Statements) is equal or above amounting Rs. 1200 million (PKR) (or equivalent in other currency.)</li> <li>• Formula <math>A = (Y1+Y2+Y3)/1200 * 15</math> <b>Y1,Y2,Y3 representing annual turnover of last three years audited financial statements i.e 2018-19, 2019-20, 2020-21)</b></li> </ul> <p><b>Note: If Audit of 2021-22 is completed then updated last three year data may be provided for evaluation. i.e (2019-20, 2020-21,2021-22)</b></p>
b)	<b>Tangible Net Worth</b>	05	<ul style="list-style-type: none"> <li>• Full marks if Tangible Net worth is equal or above amounting Rs. 600 million.</li> <li>• Tangible Net worth (in million)/ 600 * 5.</li> </ul>
c)	<b>Bank Credit Limit/ Cash and Bank balance</b>	05	<ul style="list-style-type: none"> <li>• <b>Criteria of awarding marks: -</b></li> <li>• Full marks will be given if “Bank Credit Limit”, “ Cash and Bank Balance” jointly or severally is amounting to Rs. 400 million or more: -</li> <li>• Formula <b>(Bank Credit Limit +Cash and Bank balance) (in million)/400* 5</b></li> </ul>
<b>Total Marks</b>		25	

### 6.2.2 Relevant Experience

Marks shall be awarded on the basis of the following criteria for evaluation of the experience of the Applicant.

Sr. No.	Description	Marks	Explanation for Marks Obtained
a)	Projects of similar nature and complexity such as making/supply of T-Shirts or similar for Pakistan national forces (army, navy, air force), provinces/ICT forces i.e. police, rangers constabulary, other govt. recognized departments, private sectors and exports to any other country	20	<ul style="list-style-type: none"> <li>• 20 marks will be given if applicant firm has project having total value of 800 Million and above in last three years.</li> <li>• Formula= (Accumulated Total Cost of Project(s) in last three years) (in million)/ 800 x 20</li> <li>• Provided that supply was completed within the specified period (including grace period) and firm has not defaulted in any manner(s).</li> <li>• For Completed Projects, Completion Certificate/Proof of Supply of respective project is mandatory indicating cost of Project. No marks shall be awarded if Completion Certificate indicating cost of respective project is not attached along with relevant annexures.</li> </ul>

	completed in <b>Last 03 Years</b>		
b)	Projects of ongoing similar nature and complexity such as making/supply of T-Shirts or similar for Pakistan national forces (army, navy, air force), provinces/ICT forces i.e. police, rangers constabulary, other govt. recognized departments, private sectors and exports to any other country.	05	<ul style="list-style-type: none"> <li>• 05 marks will be given if applicant firm has similar nature project(s) in hand and having sum of Cost of Project(s) amounting to Rs. 400 Million or more.</li> <li>• Formula= (Accumulated Total Cost of Project(s) in hand) (in million)/400 x 5</li> <li>• For in hand Projects, Purchase Order/Contract Agreement of respective project is mandatory indicating Cost of Project. No marks shall be awarded if Purchase Order/Contract Agreement indicating cost of respective project is not attached along with relevant annexes.</li> </ul>
<b>Total Marks</b>		25	

### 6.2.3 MANUFACTURING/PRODUCTION CAPABILITIES

Marks shall be awarded on the basis of Manufacturing Facility of Original Equipment Manufacturer (OEM). No marks shall be awarded if declaration of Manufacturing Facility is not provided along with Annex.

Sr. No.	Description	Marks	Explanation for Marks Obtained
a)	<b>Cutting Department</b>	10	<ul style="list-style-type: none"> <li>• Applicant / manufacturer must have cutting department comprising of 15 Employees (Minimum) with safety equipment such as chain gloves and masks for manual cutters .</li> <li>• Otherwise no marks will be given and firm will be disqualified.</li> </ul>
b)	<b>Stitching unit / department</b>	10	<p>Applicant / manufacturer must have stitching units / sewing machines comprising of minimum 200 nos including single needle / flat lock machines / overlock machines</p> <ul style="list-style-type: none"> <li>• Applicant / manufacturer must have production capability of minimum 2000 shirts / per day.</li> <li>• Otherwise no marks will be given and firm will be</li> </ul>

			disqualified.
c)	<b>Generator facility</b>	05	<ul style="list-style-type: none"> <li>The firm must have at least 01 No. generator 100 KVA or above in operational condition.</li> </ul>
d)	<b>Fire extinguishing system</b>	05	Emergency fire exit system complete in all respect including fire exits in building, fire extinguishers at appropriate places, etc.
<b>Total Marks</b>		30	

#### 6.2.4 Personnel Capabilities

Marks shall be awarded on the basis of the following criteria for evaluation of the experience of the Applicant. Attach detail of staff and affidavit of Employment of staff.

Sr. No.	Description	Marks	Explanation for Marks Obtained
a)	<b>Managerial Staff (10 professionals)</b>	05 (0.5 for each professional)	<ul style="list-style-type: none"> <li>Master's degree with minimum 03 years of relevant experience</li> <li>or</li> <li>Bachelor with minimum 05 years of relevant experience</li> </ul>
b)	<b>Support Staff</b>	10	<ul style="list-style-type: none"> <li>10 Marks will be given if applicant firm has 50 or more support staff.</li> <li>For staff, less than 50, marks shall be awarded as:</li> <li>(No of support staff/50) x10</li> </ul>
c)	<b>ISO Certification</b>	05	<ul style="list-style-type: none"> <li>05 Marks will be given if applicant firm has ISO Certification (relevant category).</li> <li>Relevant/valid ISO certificate must be attached otherwise no marks shall be given. (Date of expiry of the contract should be clearly mentioned)</li> </ul>
<b>Total Marks</b>		20	

### 11. Grievance Redressal Committee

A committee has been constituted comprising of odd number of persons, with proper powers and authorizations, to address the complaints of the bidders that may occur prior to the entry into force of the procurement contract.

- xiii. Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.

- xiv. The committee shall investigate and decide upon the complaint within fifteen (15) days of the receipt of the complaint.
- xv. Mere fact lodging of a complaint shall not warrant suspension of the procurement process.

**Annex 1: Cover Letter**

**To**

**Senior Purchase Officer/  
Addl: Inspector General of Police,  
Logistics & Procurement, Punjab,  
Govt: of the Punjab, Police Department,  
CPO Complex, Lahore Punjab, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715**

**Subject:** \_\_\_\_\_

**Respected Sir,**

Being duly authorized to represent and act on behalf of \_\_\_\_\_, and having reviewed and fully understood all of the terms and condition set forth in the PQD and attached annexes.

We hereby express our interest and apply for the Pre-Qualification of **item** \_\_\_\_\_ for Police Department.

Attached to this letter are copies of original documents defining:

- m. The Applicant's legal status
- n. The principal place of business
- o. The place of incorporation (for applicants who are corporations); or the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).

- 25. The Procuring agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

26. The Procuring agency and its authorized representatives may contact the following inquiry numbers: -

General and Managerial Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2
Personnel Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2
Technical Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2
Financial Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

27. This application is made with the full understanding that:

- m. Bids by prequalified applicants will be subject to verification of all information submitted for prequalification at the time of bidding;
- n. The Procuring agency reserves the right to reject or accept all application, may cancel the prequalification process.
- o. The Procuring agency shall not be liable for any such actions or consequences and shall be under no obligation to inform the Applicant of the grounds for actions at 5(b) here above.  
*[Applicants who are not joint ventures should delete Para 4&5 and initial the deletions.]*

28. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, to the joint venture. We also specify the financial commitment in terms of the percentage of the value of the (each) contract, and the responsibilities for execution of the (each) contract.

29. We confirm that in the event that we bid, that bid as well as any resulting contract will be: -

- i. Signed so as to legally bind all members, jointly and severally.
- j. Submitted with a Joint Venture agreement providing the joint and several liabilities of all members in the event the contract is awarded to us.

30. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

5. Signed for and on behalf of [Name of the Lead Member] \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:**

---

**Date:**

---

**Seal:**

---

**Annex 2: Joint Venture Agreement**  
(Should be a Formal JV agreement on a Stamp Paper of value PKR 1,200)

To:

\_\_\_\_\_

[Name and address of the Leading Member firm] who for the purpose of this Agreement shall hereinafter called "Lead Member"

\_\_\_\_\_

[Name and address of the Member firm] who for the purpose of this Agreement shall hereinafter called "Member". They hereby declare:

29. That they will legalize a Joint Venture in case that a Contract for the Production/Distribution/Supply of \_\_\_\_\_ is awarded to their Joint Venture.
30. That they have nominated Mr. /Ms. \_\_\_\_\_ (Name of the Lead member) as the Lead Member of the Joint Venture.
31. That they authorized Mr. /Ms. \_\_\_\_\_ (Name of the person who is authorized to act as the Representative on behalf of the Joint Venture) to act as the JV's Representative in the name and on the behalf of their Joint Venture.
32. That all members of the Joint Venture shall be liable jointly and severally for the execution of the Contract.
33. That this Joint Venture is constituted for the purpose of the execution of the Production/Distribution/Supply of \_\_\_\_\_ under this contract.
34. That if the Employer accepts the Bid of this Joint Venture it shall not be modified in its composition or constitution until the completion of Contract without the prior consent of the Employer.
35. That each member's share of the Work, stated as percentage of the total contract amount, shall be as follows.

IX. Signed for and on behalf of [Name of the Lead Member] \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal:** \_\_\_\_\_

X. Signed for and on behalf of [Name of the Member] \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal:** \_\_\_\_\_

**Annex 3: Lead Member of JV**  
(Power of Attorney for Lead Member of Joint Venture (JV))

[To be printed on a PKR 100 stamp paper]

**PUNJAB POLICE** has invited Application for Pre-Qualification for Supply of \_\_\_\_\_, Whereas \_\_\_\_\_ and \_\_\_\_\_ (collectively the “**Joint Venture**” and individually as the “**Member**”) being members of the Joint Venture are interested in Pre-Qualification for the Project in accordance with the terms and conditions of the Pre-Qualification Document.

Whereas, it is necessary for the Joint Venture to designate one of the Joint Venture Member as the Lead Member with all necessary power and authority to do for and on behalf of the JV, all acts, deeds and things as may be necessary in connection with the JV’s Pre-Qualification Application for the Project and its execution.

**Now Therefore Know All Men by These Presents**

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Member of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV and any one of us during the Prequalification process and, in the event the Joint Venture is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the JV and generally to represent the JV in all its dealings with the Authority.

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ JV.

**In witness whereof we the principals above named have executed this power of attorney on this \_\_\_\_\_ day of \_\_\_\_\_.**

**Members:**

**Member 1**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Member 2**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Witnesses:**

**Witness 1**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Witness 2**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**(To be executed by all the Members of the Joint Venture) Notes:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also wherever required, the applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Pakistani Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

## Annex 4: General Information

### PARTICULARS

Company Name	_____		
Abbreviated Name	_____		
National Tax No.	_____	Sales Tax Registration No.	_____
No. of Employees	_____	Company's Formation Date	_____
Registered Office Address	_____		
State/Province	_____		
City/Town	_____	Postal Code	_____
Phone	_____	Fax	_____
Email Address	_____	Website Address	_____
Branch Office Address	_____		
City/Town	_____	State/Province	_____
Country	_____	Postal Code	_____
Phone	_____	Fax	_____
Factory/Workshop Office Address	_____		
City/Town	_____	State/Province	_____
Country	_____	Postal Code	_____
Phone	_____	Fax	_____

*\*Please attach copies of NTN, GST Registration & Professional Tax Certificate*

**\*Name, Signature, Stamp and Designation of the focal person nominated by Applicant or Lead member of JV**

## Annex-5: Financial Soundness

### Financial Soundness

Name of Applicant (Lead Member of a Joint Venture, in case of JV)
---

Applicant (Lead Member of a Joint Venture, in case of JV) applying for prequalification is required to provide financial information to demonstrate that they meet the requirements of Evaluation Criteria. If necessary, use separate sheets to provide complete information. **A copy of the audited financial statements of the past three (3) financial years must be attached.**

#### Banker

Name of Banker	
Address of Banker	
Credit Line/Cash Limit:	
Telephone	
Fax	

Summarize documented information in Pak Rupees (equivalent at the current rate of exchange at the end of each year) for the previous three years (if FY 2020-21 audit is complete then below FY may read as (FY 2019-20, FY2020-21, FY2021-22)).

Financial Information in Pak Rupees	FY2018-2019	FY2019-2020	FY2020-2021
Annual Turnover			
Total Assets			
Total Liabilities			
Net Worth			
Working Capital			
Current Assets			
Current Liabilities			
Profits Before Taxes			
Profits After Taxes			
Total Debt			
Total Equity			
Total Revenue			
Annual Turnover			

\* If any above or relevant document as per 6.2 in foreign currency (other than PKR), shall be provided/converted into Pak Rupee (PKR) with respect to the date of respective document by the Applicant.

**\*Name, Signature, Stamp and Designation of the focal person nominated by Applicant or Lead member of JV**

## **Annex-6: Similar Projects**

### **Summary of Similar Nature Project Completed**

**Name:** \_\_\_\_\_

(Applicant or member of Joint Venture)

*Applicant and each Member of a Joint Venture applying for Pre-Qualification is required to complete the information in this form. Use a separate sheet for each Member of a Joint Venture.*

<b>Project Name</b>	<b>Year of Completion</b>	<b>Location</b>	<b>Value in PKR (Million)</b>

\* If any above or relevant document as per 6.2 in foreign currency (other than PKR), shall be provided/converted into Pak Rupee (PKR) with respect to the date of respective document by the Applicant.

**\*Name, Signature, Stamp and Designation of the focal person nominated by Applicant or Lead member of JV**

## **Annex 7: Similar Project in Hand**

### **Summary of Similar Nature Project in hand**

**Name:** \_\_\_\_\_  
(Applicant or member of Joint Venture)

*Applicant and each Member of a Joint Venture applying for Pre-Qualification is required to complete the information in this form. Use a separate sheet for each Member of a Joint Venture.*

<b>Project Name</b>	<b>Year of Completion</b>	<b>Location</b>	<b>Value in PKR (Million)</b>

**\*Name, Signatures, Stamp and Designation of focal person nominated by the applicant or Lead Member of JV**

**Annex8: Undertaking**  
**Affidavit for Correctness of Information**  
(To be printed on PKR 100 Stamp Paper)

Name: \_\_\_\_\_  
(Applicant or member of Joint Venture)

The undersigned, do hereby certify that all the statements made in the Pre-Qualification Forms and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the Bank, Person, Firm or Corporation to furnish any additional information requested by the Punjab Police of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the **PUNJAB POLICE**.

**PUNJAB POLICE** undertake to treat all information provided as confidential.

*Signed by an authorized Officer of the firm*

**Title of Officer:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*Name, Signatures, Stamp and Designation of focal person nominated by the applicant or Lead Member of JV**

## **Annex 9: Personnel Capabilities Short CV**

- 33. Name :
- 34. Profession/Expertise :
- 35. Date of Birth :
- 36. Years with the Firm :
- 37. Nature of experience in this firm and others :
- 38. Education :
- 39. Other Training :
- 40. Key Qualifications (Maximum  $\frac{3}{4}$  of a page) :

**\*Name, Signatures, Stamp and Designation of focal person nominated by the applicant or Lead Member of JV**

# **PRE-QUALIFICATION DOCUMENT FOR UNIFORM CLOTH**

2022-23

---

**PRE-QUALIFICATION OF ORIGINAL EQUIPMENT  
MANUFACTURERS (OEM) OR AUTHORIZED  
SUPPLIERS/DEALERS OF (OEM)**

---



**Punjab Police Department,  
Government of Punjab**

CPO Complex, Lahore Punjab, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715  
URL: [www.punjabpolice.gov.pk](http://www.punjabpolice.gov.pk)

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## **21. INVITATION FOR PRE-QUALIFICATION FOR FINANCIAL YEAR 2022-23**

Punjab Police Department intends to Pre-Qualify the Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer/ Agent of OEM for the procurement of Uniform Cloth -for Punjab Police. The “Eligible Applicants” as provided in the relevant clause may participate in the Pre-Qualification process by submitting their application as required below in the prescribed manner.

A transparent Pre-Qualification method given in this Pre-Qualification Documents (PQD) shall be followed in its true letter and spirit keeping in view the guidelines of Punjab Procurement Rules 2014 updated (PPRA-14). Only the Pre-Qualified (OEM) or authorized supplier / dealer of OEM shall be invited through request for proposals (RFP) for submission of their bids. Performance of each (OEM) or authorized supplier / dealer of OEM in terms of quality, delivery, after sales service, credit terms and other contractual obligations will be closely monitored and periodically reviewed. The Pre-Qualification Document carrying all details can be downloaded from Punjab Police’s as well as PPRA website (<https://punjabpolice.gov.pk> & <https://ppra.punjab.gov.pk>). The complete applications along with all prescribed / related PQD shall be received in sealed envelope by hand only to the Senior Purchase Officer/Additional Inspector General of Police, Logistics & Procurement, Punjab, Lahore. The (OEM) or authorized supplier / dealer of OEM shall be fully and completely responsible for all the deliveries and deliverables to the Procuring Agency as per subsequent purchase order/contract.

OEM or authorized supplier / dealer of OEM is required to provide the name, title, fax No. & Email Address of their authorized representative for the correspondence.

The Procuring Agency will not be responsible for any costs or expenses incurred by applicant (OEM) or authorized supplier / dealer of OEM in connection with the process of this Pre-qualification.

Under Punjab Procurement Rules 2014, Procuring Agency reserves the exclusive right to cancel the Pre-Qualification process and reject all Applications at any stage.

## **22. APPLICABILITY OF PUNJAB PROCUREMENT RULES, 2014**

This Pre-Qualification Process will be completed **in the terms & conditions set forth herein these PQD which are not conflicted with applicable connected Rules of Punjab Procurement Rules, 2014** as amended from time to time and instructions of the Government of the Punjab received during the completion of the process.

## **23. DEFINITIONS**

In this document, unless there is anything repugnant in the subject or context:

- CXXVI. "Applicant" an applicant (eligible) shall be a single or as a consortium with a formal intent to enter into an agreement in relation to this procurement.
- CXXVII. "Authorized Representative," means any representative appointed, from time to time, by the Procuring Agency or applicant.
- CXXVIII. "Eligible applicants" means the Original Equipment Manufacturer (OEM) or OEM agent/ supplier/ dealer of OEM.
- CXXIX. "Coercive Practice" coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- CXXX. "Consortium" a consortium is an association of two or more registered companies or organizations with the objective of participating in a common activity or pooling their resources in relation to the project.
- CXXXI. "Collusive Practice" a collusive practice means; an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- CXXXII. "Corrupt Practice" a corrupt practice means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence actions of any other party.
- CXXXIII. "Commencement Date of the Contract" means the date of signing of the Contract between the Procuring Agency and the Pre-Qualified Bidder.
- CXXXIV. "Contract" means the agreement/ contingent contract executed between the Procuring Agency and the contractor, as recorded in the Contract Form including all Schedules and Attachments or Addendum.
- CXXXV. "Contract Price" means the price payable to the Supplier / Contractor under the Purchase Order/Contract for the full and proper performance of its contractual obligations.
- CXXXVI. "Day" means calendar day.
- CXXXVII. "Procuring Agency" the Procuring Agency means Punjab Police Department and/or any authorized Officer of Police Department.
- CXXXVIII. "Fraudulent Practice" a fraudulent practice means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- CXXXIX. "Goods" means all such goods, articles, equipment, products, machinery, spare parts, including the services for their installation (if any), replacement or supply that may be required by the Procuring Agency under the Contract signed with the Supplier in relation to this Pre-Qualification process relating to the and procurements of Uniform Cloth.
- CXL. "Grievance Redressal Committee" means a committee constituted by the Procuring Agency (of odd members) to address objections/complaints/grievance filed by the participants/applicants in the procurement process/ pre-qualification, before entering into contract.

- CXLI. "Lead Partner" Partner of a consortium, who has the capacity and responsibility in supplying, manufacturing, installation, repairing, as required under this Pre-Qualification Documents and has at least 60% share in the consortium.
- CXLII. "Origin" shall be considered to be the place where the Goods are produced/ manufactured or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Supplier.
- CXLIII. "Procuring Agency" means the Punjab Police Department or any other person for the time being or from time to time duly appointed in writing by the Procuring Agency to act as Procuring Agency for the purposes of the Contract.
- CXLIV. "Pre-Qualified Person" means a person (as defined hereunder) declared responsive/ short listed/ pre-qualified after technical evaluation and completion of this pre-qualification process.
- CXLV. "Purchase Order" means a document issued by the Procuring Agency to the Supplier for the delivery of Goods or Services as required by the Procuring Agency.
- CXLVI. "PPRA Laws" means Punjab Procurement Rules 2014 (amended time to time) including other procurement Laws/Regulations/Circulars/Instructions or Guide Lines issued by the Government of Punjab.
- CXLVII. "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- CXLVIII. "Prescribed" means prescribed in the Pre-Qualification Document.
- CXLIX. "Pre-qualification committee" means a committee constituted by the Procuring Agency (of odd members) to technically evaluate applications/documents received by the Procuring Agency as per requirement.
- CL. The "Supplier" means the Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer/ Agent of OEM who declare responsive/ lowest evaluated after completion of the procurement process.

## **24. INFORMATION/INSTRUCTIONS TO THE APPLICANT**

### **24.1. Signing of Application & Number of Copies**

The Applicant shall prepare the documents comprising the information required in this PQD and clearly mark it "ORIGINAL". The original on the application shall be typed or written in indelible ink and each page shall be signed and stamped by a person duly authorized to sign on behalf of the Applicant. The Applicant shall submit one (01) original, two (02) hard copies and one (01) soft copy of the signed application in addition to the original application and clearly mark them as "ORIGINAL" and/or "TRUE COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.

The requirements regarding the legal instrument evidencing the authorization to represent and sign on behalf of the Applicant shall be a power of attorney, duly notarized and attested, indicating that the person(s) signing the Application has(ve) the authority to sign the Application for Prequalification.

The Power of Attorney is required to be duly stamped, witnessed, notarized according to the laws of the country where the Power of Attorney was issued and duly attested by Pakistan Foreign Office of the country where the power of attorney was issued.

Additionally, the date of issuance and validity of the power of attorney should also be specified, along with the name and designation of the signatory.

For a consortium, the power of attorney (duly stamped, witnessed and dated; as stated above) should be signed by all partners of the consortium and specify the authority of the named representative of the consortium to sign on behalf of the consortium.

Applications submitted by an existing or intended Consortium shall include an undertaking signed by all partners:

Stating that all partners shall be jointly and severally liable, and

Nominating a Representative to act as lead partner who shall have the authority & responsibility to conduct all businesses and ensure compliance thereof on behalf of any and all the partners of the Consortium during the prequalification process and, in the event the Consortium is prequalified, during the bidding process, and in the event the Consortium is awarded the Contract, during contract execution.

### **24.2. Cost of Application**

The Applicant shall bear all costs associated with the preparation and submission of its application. The Procuring Agency will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Pre-Qualification process by the Procuring Agency.

### **24.3. Language of Application**

The application as well as all correspondence and documents relating to the Pre-Qualification exchanged by the Applicant and the Procuring Agency, shall be written in English language.

Supporting documents and printed literature that are part of the application shall also be in the same language.

#### **24.4. Clarification of Pre-Qualification Document**

An Applicant requiring any clarification about this PQD shall contact the Procuring Agency in writing at the given Procuring Agency's address indicated in the Advertisement and this document. The Procuring Agency will respond in writing or by Email to any request for clarification provided that such request is received not later than two (2) days prior to the deadline for submission of applications. The Procuring Agency shall forward copies of its response to all applicants who have acquired the PQD directly from the Procuring Agency including a description of the inquiry but without identifying its source. **The Procuring Agency reserves the right to amend the Pre-Qualification Document as a result of a clarification if deemed appropriate before the closing date and communicate the same to all prospective applicants in writing or by Email who directly purchased these PQDs from the Procuring Agency.**

#### **24.5. Amendment of Prequalification Document**

At any time prior to the deadline for submission of applications, the Procuring Agency may amend PQD by issuing Addendum/ Corrigendum or call a meeting inviting all the prospective applicant(s) to review the PQ documents (if procuring agency decide so). Any Addendum/ Corrigendum issued shall be the part of this PQD and shall be communicated in writing or by Email to all who have obtained directly the Pre-Qualification Document from the Procuring Agency. Moreover, the Procuring Agency may extend the deadline for the submission of the application at its own or on the request of the prospected applicant(s).

#### **24.6. Letter of Application**

The applicant shall submit an application form along with Pre-Qualification Application as per **Annex-1**. This form shall be completed without any alteration to its format.

#### **24.7. Eligible Applicants**

All domestic OEM or authorized supplier / dealer/ Agents of OEM are eligible to participate in this pre-qualification process. An applicant should meet the requirements as described in the Definition. In case of a Consortium; All partners to the Consortium shall be jointly and severally liable; and A Consortium must be represented by its Lead Partner. Lead partner should meet the requirements as described in Definitions or hereunder. An applicant who is under a declaration of ineligibility/ blacklisting, due to reasons, including but not limited to, corrupt practices and poor performance, by the Government of Pakistan/ Government of Punjab or the Procuring Agency, at the date of submission of the application or thereafter, shall not be considered. The applicant shall provide such evidence of their continued eligibility/satisfactory to the Procuring Agency. The Applicant must comply with the Standard Anti-Corruption Policy of Government of the Punjab

and must not be declared ineligible by any Court of Law or Governmental Body of Pakistan due to corrupt/fraudulent/coercive/collusive practices as described in the Definitions. The Procuring Agency shall disqualify/ black list the Applicant(s) pursuant to Section 17A of Punjab procurement Regularity Authority Act 2009 (amended time to time) and Rule 20 or 21 of Punjab Procurement Regulatory Authority (PPRA) Procurement Rules, 2014 for award of contract, if it determines that the Applicant(s) recommended for award has(ve), directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and the Procuring Agency shall sanction the Applicant(s) or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in bidding activities in Pakistan, if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing the contract. The Applicant must not conceal any information that might hinder the execution of the project. The Procuring Agency shall disqualify an Applicant pursuant to ibid relevant Rules of Punjab Procurement Rules-2014 on grounds of false, fabricated or materially incorrect information. In case of Joint Venture (JV) Consortium the applicant must fulfil the requirement given in the attached Performa.

#### **24.8. Joint Venture(JV)**

##### **4.23.1 Joint Venture(JV) Agreement**

Applicant/OEM or Authorized persons may submit Pre-Qualification Application as a Joint Venture (JV). Pre-Qualification Document shall be signed by authorized representative of the JV. Joint Venture Agreement entered into by the members shall be submitted with the Pre-Qualification Document as per **Annex-2**. Letter of acceptance will be issued as per JV agreement.

##### **4.23.2 Lead Member JV**

One of the members who is responsible for performing the key function in executing major component of the proposed contract shall be nominated as lead member during the Pre-qualification and bidding period and in the event of a successful bid, during contract execution. The Lead Member shall be responsible to incur liabilities and receive instructions for and on behalf of any and all members of Joint venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members of the Joint Venture as required. All responsibility for successful completion of the work as per tender documents shall be with the lead member. However, in case of any default or involvement in any corrupt practice or fail to provide the required document(s)/ information(s) all such partners of JV shall be jointly/ severely responsible any legal action shall be taken against all JV partner(s).

##### **4.8.3 Joint and Several Liability**

All members of the Joint Venture shall be legally liable, jointly and severally, during the Pre-Qualification and bidding period, and during the event of a successful bid and contract execution. A JV partner may not join any other consortium or submit independent application in this prequalification process and in such eventuality, all such application shall be state forwardly rejected.

#### **4.8.4 Basic Requirements for JV**

a) Following are minimum qualification requirements: -

- xxxi. The lead partner shall not have score less than 60% of all qualifying criteria given in paras 6.2.
- xxxii. Each of the partners shall not have score less than 25% percent of all the qualifying criteria given in paras 6.2.
- xxxiii. The joint venture or consortium must compose of one leading partner and maximum two partners.
- xxxiv. In case an applicant firm wants to demonstrate experience of a project executed under JV arrangement, it must submit JV agreement clearly showing percentage share of all partners of JV. If the JV agreement showing percentage of the partners is not attached, the submitted project will not be considered during evaluation.
- xxxv. In JV one of the applicant shall be designated as the Lead member, to perform a lead role who has been duly appointed by all applicant(s) to submit and sign on their behalf all documents required hereunder to bound the entire JV agreement to the contents thereof.
- xxxvi. v) In JV, there must be a Lead firm appointed through a Power of Attorney executed by all other applicants.

b) Any change in a Prequalified JV after prequalification, shall be subject to the written approval of the Procuring Agency prior to the deadline for submission of bids. Such approval may be denied if: -

- xvi. Partner(s) withdraw from a JV and remaining partners do not meet the qualifying requirements;
- xvii. The new partners to a JV are not qualified individually or as another JV; or
- xviii. In the opinion of the Procuring Agency, a substantial reduction in competition would result.

c) Partners, jointly and severally, and any application shall be submitted with a copy of the JV agreement providing the joint and several liabilities with respect to the contract.

#### **4.24 Submission of Pre-Qualification Application**

Application for Prequalification **one (01) original, two (02) hard copies and one (01) soft copy of the signed application in addition to the original application and clearly mark them as “ORIGINAL” and/or “TRUE COPY”** must be received in sealed envelopes to be delivered by

hand or through registered mail on or before ----- as per advertisement date and time----- at the following address:

**Senior Purchase Officer/  
Addl: Inspector General of Police,  
Logistics & Procurement, Punjab,  
Govt: of the Punjab, Police Department,  
CPO Complex, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715**

Envelope should be clearly marked “**Application for Pre- Qualification for Supply of Uniform Cloth**”. The proposals/bids should be numbered by the concerned bidder/contractor and concerned official/dealing hand should also have its initial on it..

#### **4.25 Opening of Pre-Qualification Application**

The Procuring Agency shall prepare a record of opening of Applications that shall include, as a minimum, the name of the Applicant.

#### **4.26 Late Submission of Pre-Qualification Applications**

The application which is received after the closing date and time as mentioned in advertisement, shall not be entertained.

#### **14.12 Lack of Information**

Failure of an applicant to provide comprehensive and accurate information that is essential for the evaluation to the applicant may result his disqualification/rejection.

#### **14.13 Qualification**

A Procuring Agency, at any stage of the procurement proceeding, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of an applicant, whether or not pre-qualified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competency as the Procuring Agency may decide.

#### **14.14 Only one Application**

An Applicant shall submit only one application in the same Pre-Qualification process, either individually as an Applicant or as a member of a Joint Venture. An Applicant who submits, or participates in, more than one application will cause all the applications in which the Applicant has participated to be disqualified and its/ his all such applications shall be treated as **rejected**.

#### **14.15 Compliance**

After pre-qualification and process of procurement the successful applicant/joint venture shall comply with and acquire all consents, approvals, permits and licenses applicable under the laws of Pakistan in relation to the performance of the work & services. Each applicant or bidder shall indemnify the Procuring Agency, its affiliates and their advisors fully in respect of any direct or indirect losses, damages, costs, penalties or expenses of any kind incurred by such person arising from a Prospective Firms/ Joint Venture's breach of the obligations referred to above.

#### **14.16 Fraud & Corruption**

The applicant shall observe the highest standards of ethics during this prequalification and further processing. The Procuring Agency defines for the purposes of this provision, the terms set forth below:

- xxi. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Pre-Qualification process or in contract execution.
- xxii. "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence the Pre-Qualification;
- xxiii. "Collusive Practice" means a scheme or arrangement between two or more Applicants, with or without the knowledge of the Procuring Agency, designed to establish artificial Data/ Information.
- xxiv. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the prequalification process.

Procuring Agency will reject an application for Pre-Qualification, if it determined that the Applicant recommended for award has, directly or through an agent, engaged in Corrupt/Fraudulent/Collusive/Coercive practices.

Procuring Agency will sanction a Firm/Joint Venture/Individual, including declaring them ineligible, either indefinitely or for a stated period of time for Pre-Qualification, if it at any time determines that they have, directly or through an agent, engaged in Corrupt/Fraudulent/Collusive/Coercive practices.

#### **14.17 Declaring of Ineligibility and Blacklisting**

Declaration of ineligibility and Blacklisting would be applicable as per Section 17A of PPRA Act 2009 (amended) and Rules 20/21 of PPRA Rules 2014. Please ensure ibid Laws of Punjab Procurement Rule(s) 20/21 and schedule appended with PPR-2014.

#### **14.18 No Conflict of Interest**

Applicant and all parties constituting the Applicant shall not have a conflict of interest. Applicants shall be considered to have a conflict of interest if:

**4.18.1** Applicant has common controlling shareholders or other ownership interest.

**4.18.2** Applicant is also a constituent of another applicant.

**4.18.3** Applicant has a relationship with another applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Pre-Qualification of either or each of the other applicant

**4.18.4** Applicant has participated as a consultant of other Applicant and helped him in the preparation of any documents, design or technical specifications of the Project.

#### **14.19 Additional Information**

The Procuring Agency, at any stage of the pre-qualification or procurement proceedings, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of a contractor, whether or not Pre-Qualified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competence as the Procuring Agency may decide. In case of non-responsive or failed to provide the information the Procuring Agency may initiate any legal action against the applicant/contractor/supplier under PPRA Rules-2014

- To assist in the evaluation of applications, the Procuring Agency may, at its discretion, ask any applicant for a clarification of its application which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.
- If an applicant does not provide clarifications of the information requested by the date and time set in the Procuring Agency's request for clarification, its application may be rejected.
- The Procuring Agency may reject any application which is non responsive to the requirements of the pre-qualification documents.
- The Procuring Agency reserves the right to waive minor deviations and omissions, if these do not materially affect the capability of an applicant as required under the pre-qualification document.
- The Procuring Agency shall use compliance to eligibility requirements in relevant section and the criteria and methods defined in provided section qualification criteria to evaluate the qualification of the applicants.
- Once the Procuring Agency has completed the evaluation of the applications it shall notify all applicants in writing of the names of those applicants who have been prequalified.

- After the notification of the results of the prequalification, the Procuring Agency shall invite bids from all the applicants that have been prequalified.

#### **14.20 Confidentiality**

6. Information relating to the evaluation of Applications, and recommendation for pre-qualification, shall not be disclosed to Applicants or any other persons not officially concerned with such process until the notification of prequalification is made to all Applicants.
2. From the deadline for submission of Applications to the time of notification of the results of the prequalification in accordance with relevant provision, if any Applicant wishes to contact the Procuring Agency on any matter related to the prequalification process, it may do so in writing.

#### **14.21 Inspection of applicant's manufacturing unit/factory/office**

The applicant shall make all arrangements and confirm availability of all the machinery, equipment and manpower for carrying out the inspection of manufacturing unit/factory/office by Procuring Agency's team. In case of non-availability of machinery equipment and man power as mentioned in the submitted documents, the firm shall be considered ineligible. All the expenses incurred such as transportation, travelling, residing, refreshments, meals etc. for inspection of applicant's manufacturing unit/ factory/ office shall be borne by the applicant.

### **15 PROCURING AGENCY'S RIGHTS**

The Procuring Agency reserves the right to take the following actions, and shall not be liable for any such actions:

- xxi. The Procuring Agency will not be responsible for any costs or expenses incurred by Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM in connection with the preparation or delivery of applications.
- xxii. Procuring Agency is competent to accept the application; the Procuring Agency reserves the exclusive right to cancel the Pre-Qualification/procurement process, or to extend the date of submission of applications.
- xxiii. The Procuring Agency shall issue the bidding documents/ Request For Proposal(s) only to the Pre-Qualified applicants in result of this pre-qualification process.
- xxiv. The Procuring Agency may utilize the framework contract mode after completion this pre-qualification and subsequently procurement process to acquire the desirables.

#### **5.1Address of Procuring Agency**

**Senior Purchase Officer/**

**Add: Inspector General of Police,  
Logistics & Procurement, Punjab,  
Govt: of the Punjab, Police Department,  
CPO Complex, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715**

## **16 CRITERIA FOR EVALUATION OF APPLICATIONS**

Pre-Qualification will be based on Applicant meeting the following qualification criteria regarding their financial soundness, firm's experience and quality of its personnel & equipment and other relevant information as demonstrated by the applicant's response in the Pre-Qualification Forms attached to the Submission Form (Annex-1). Successful applicants/firms/JV fulfilling the eligibility /mandatory criteria (as mentioned in 6.1) will be evaluated on following factors (as mentioned in 6.2).

<b>Sr. No.</b>	<b>Evaluation on the basis of following factors</b>
1	Financial Soundness
2	Relevant Experience
3	Manufacturing Facility
4	Personnel Capabilities

### **6.11 Eligibility/ Mandatory Criteria**

The applicants fulfilling the following basic eligibility criteria shall only be considered for further evaluation.

- pp. Valid legal entity of the firm e.g. Certificate of registration from SECP or Registrar of firms. Foreign firms must attach similar certificate of registration from the respective registration body/ entity of their home country (if required).
- qq. Certificate of registration with relevant Taxation Authorities (Income Tax, Sales Tax or any other Authority/ Office applicable by Law). Foreign firms must attach similar certificate of registration from the Tax Authority of their home country (if required).
- rr. Last Three years (FY) Audited Financial Statements by the Chartered Accountant firm.
- ss. Last three Year Bank Statement verified by respective Bank.
- tt. Affidavit on Non-Judicial stamp paper that Non-Performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation. Moreover, all the information provided by the firm is correct.
- uu. Judicial Affidavit declaring "Neither the firms nor its Stakeholders or any of its JV partner, as a whole or as a part of the firm have been black listed/ defaulted/ banned by any government agency/ department/organization/ entity etc".
- vv. Copy of Pakistan Engineering Council Certificate (**\*Optional for required category, if any**)



**Note:** Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM/All members of Joint venture have to meet in full the aforementioned basic Eligibility Criteria (as per clauses- 3(III),4.7&4.8).

#### **6.12 Pre-Qualification Evaluation Criteria**

<b>Sub Category</b>	<b>Category</b>	<b>Weightage/Marks</b>
A	Financial Soundness	25
B	Relevant Experience	25
C	Manufacturing Facility	30
D	Personnel Capabilities	20
<b>Total</b>		<b>100</b>

#### **Important Note.**

Marks shall only be given, if the Applicant fills the Annexures as per instructions given in this Document. An overall minimum of 70% marks required to Pre-Qualify in the aforesaid qualification criteria. However, minimum 50% marks in each category is mandatory.

If any previous Contract(s)/Purchase Order(s) or any relevant document as per 6.2 in foreign currency (other than PKR), shall be provided/converted into Pak Rupee (PKR) with respect to the date of respective document by the Applicant.

Criteria, sub-criteria and marking system for the evaluation of applicants shall be as under:

#### **6.2.1 Financial Soundness**

For financial soundness, Letter from Banks and copy of audited financial statements for *last three financial years shall be submitted.*

***No marks shall be given if letter from Banks (In case of Credit Line) & copy of audited financial statements of last three financial years are not attached.***

Marks shall be awarded on the basis of the following criteria

Sr. No.	Description	Marks	Explanation for Marks Obtained
a)	<b>Annual Turnover</b> A- Annual Turnover of last three years	15	<ul style="list-style-type: none"> <li>• Full Marks will be given if total of Annual Turnover of last three FY's (as per the audited financial Statements) is equal or above amounting Rs.1800 million (PKR) (or equivalent in other currency.)</li> <li>• Formula <math>A = (Y1+Y2+Y3) / 1800 * 15</math></li> </ul> <p><b>Y1,Y2,Y3 representing annual turnover of last three years audited financial statements i.e 2018-19, 2019-20, 2020-21)</b></p> <p><b>Note: If Audit of 2021-22 is completed then updated last three year data may be provided for evaluation. i.e (2019-20, 2020-21,2021-22)</b></p>
b)	<b>Tangible Net Worth</b>	05	<ul style="list-style-type: none"> <li>• Full marks if Tangible Net worth is equal or above amounting <b>Rs. 800 million.</b></li> <li>• Tangible Net worth (in million)/ <b>800 * 5.</b></li> </ul>
c)	<b>Bank Credit Limit/ Cash and Bank balance</b>	05	<ul style="list-style-type: none"> <li>• Criteria of awarding marks: -</li> <li>• Full marks will be given if ‘‘Bank Credit Limit’’, ‘‘ Cash and Bank Balance’’ jointly or severally is amounting to Rs. 500 million or more: -</li> <li>• Formula (Bank Credit Limit +Cash and Bank balance) (in million)/500*</li> </ul>
<b>Total Marks</b>		25	

### 6.2.2 Relevant Experience

Marks shall be awarded on the basis of the following criteria for evaluation of the experience of the Applicant.

Sr. No.	Description	Marks	Explanation for Marks Obtained
a)	Projects of similar nature and complexity such as making/supply of Uniform Cloth or similar for Pakistan national forces (army, navy, air force), provinces/ICT forces i.e. police, rangers constabulary and other govt. recognized departments and exports to any other country	20	<ul style="list-style-type: none"> <li>• 20 marks will be given if applicant firm has project having total value of 600 Million and above in last three years.</li> <li>• Formula=(Accumulated Total Cost of Project(s) in last three years) (in million) /600 *20</li> <li>• * Provided that supply was completed within the specified period (including grace period) and firm has not defaulted in any manner(s).</li> <li>• *For Completed Projects, Completion Certificate/Proof of Supply of respective project is mandatory indicating Cost of Project. No marks shall be awarded if Completion Certificate indicating cost of respective project is Not attached along with relevant annexures.</li> </ul>

	completed in <b>Last 03 Years</b>		
b)	Projects of ongoing similar nature and complexity such as making/supply of Uniform or similar for Pakistan national forces (army, navy, air force), provinces/ICT forces i.e. police, rangers constabulary and other govt. recognized departments and exports to any other country.	05	<ul style="list-style-type: none"> <li>• 10 marks will be given if applicant firm has similar nature project(s) in hand and having sum of Cost of Project(s) amounting to Rs. 400 Million or more.</li> <li>• Formula=<b>(Accumulated Total Cost of Project(s) in hand) (in million)/400 *10</b></li> </ul> <p>*For in hand Projects, Purchase Order/Contract Agreement of respective project is mandatory indicating Cost of Project. No marks shall be awarded if Purchase Order/Contract Agreement indicating cost of respective project is Not attached along with relevant annexes.</p>
<b>Total Marks</b>		25	

### 6.2.3 MANUFACTURING/PRODUCTION CAPABILITIES

Marks shall be awarded on the basis of Manufacturing Facility of Original Equipment Manufacturer (OEM). No marks shall be awarded if declaration of Manufacturing Facility is not provided along with Annex.

Sr. No.	Description	Marks	Explanation for Marks Obtained
a)	Production/assembling unit with allied skilled staff.	05 marks	<p><b>Weaving Unit: -</b></p> <ul style="list-style-type: none"> <li>• Applicant must have air jet looms with capacity of producing cloth of required <b>width</b></li> </ul>
b)		15 marks	<p><b>Dyeing Unit: -</b></p> <ul style="list-style-type: none"> <li>• Applicant must have Water Treatment plant and dyeing plant of vat for dyeing facilities of cloth of required <b>width</b></li> </ul>
c)	<b>Generator/backup facility</b>	05	<ul style="list-style-type: none"> <li>• The firm must have generator 100 KVA or above in operational condition.</li> </ul>

d)	<b>Fire extinguishing system</b>	05	Emergency fire exit system complete in all respect including fire exits in building, fire extinguishers at appropriate places, etc.
<b>Total Marks</b>		30	

#### 6.2.4 Personnel Capabilities

Marks shall be awarded on the basis of the following criteria for evaluation of the experience of the Applicant. Attach detail of staff and affidavit of Employment of staff.

Sr. No.	Description	Marks	Explanation for Marks Obtained
a)	<b>Managerial Staff (10 professionals)</b>	05 (0.5 for each professional)	<ul style="list-style-type: none"> <li>• Master's degree with minimum 03 years of relevant experience</li> <li>• or</li> <li>• Bachelor with minimum 05 years of relevant experience</li> </ul>
b)	<b>Support Staff</b>	10	<ul style="list-style-type: none"> <li>• 10 Marks will be given if applicant firm has 50 or more support staff.</li> <li>• For staff, less than 50, marks shall be awarded as:</li> <li>• <math>(\text{No of support staff}/50) * 10</math></li> </ul>
c)	<b>ISO Certification</b>	05	<ul style="list-style-type: none"> <li>• 05 Marks will be given if applicant firm has ISO Certification (relevant category).</li> </ul> <p>Relevant/valid ISO certificate must be attached otherwise no marks shall be given. (Date of expiry of the contract should be clearly mentioned)</p>
<b>Total Marks</b>		20	

## 12. Grievance Redressal Committee

A committee has been constituted comprising of odd number of persons, with proper powers and authorizations, to address the complaints of the bidders that may occur prior to the entry into force of the procurement contract.

- xvi. Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- xvii. The committee shall investigate and decide upon the complaint within fifteen (15) days of the receipt of the complaint.
- xviii. Mere fact lodging of a complaint shall not warrant suspension of the procurement process.

**Annex 1: Cover Letter**

**To**

**Senior Purchase Officer/  
Addl: Inspector General of Police,  
Logistics & Procurement, Punjab,  
Govt: of the Punjab, Police Department,  
CPO Complex, Lahore Punjab, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715**

**Subject:** \_\_\_\_\_

**Respected Sir,**

Being duly authorized to represent and act on behalf of \_\_\_\_\_, and having reviewed and fully understood all of the terms and condition set forth in the PQD and attached annexes.

We hereby express our interest and apply for the Pre-Qualification of **item** \_\_\_\_\_ for Police Department.

Attached to this letter are copies of original documents defining:

- p. The Applicant's legal status
- q. The principal place of business
- r. The place of incorporation (for applicants who are corporations); or the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).

31. The Procuring agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

32. The Procuring agency and its authorized representatives may contact the following inquiry numbers: -

<b>General and Managerial Inquiries</b>	
Contact 1	Telephone 1
Contact 2	Telephone 2
<b>Personnel Inquiries</b>	

Contact 1	Telephone 1
Contact 2	Telephone 2
<b>Technical Inquiries</b>	
Contact 1	Telephone 1
Contact 2	Telephone 2
<b>Financial Inquiries</b>	
Contact 1	Telephone 1
Contact 2	Telephone 2

33. This application is made with the full understanding that:
- p. Bids by prequalified applicants will be subject to verification of all information submitted for prequalification at the time of bidding;
  - q. The Procuring agency reserves the right to reject or accept all application, may cancel the prequalification process.
  - r. The Procuring agency shall not be liable for any such actions or consequences and shall be under no obligation to inform the Applicant of the grounds for actions at 5(b) here above.  
*[Applicants who are not joint ventures should delete Para 4&5 and initial the deletions.]*
34. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, to the joint venture. We also specify the financial commitment in terms of the percentage of the value of the (each) contract, and the responsibilities for execution of the (each) contract.
35. We confirm that in the event that we bid, that bid as well as any resulting contract will be: -
- k. Signed so as to legally bind all members, jointly and severally.
  - l. Submitted with a Joint Venture agreement providing the joint and several liabilities of all members in the event the contract is awarded to us.
36. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.
6. Signed for and on behalf of [Name of the Lead Member] \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal:**



## **Annex 2: Joint Venture Agreement**

(Should be a Formal JV agreement on a Stamp Paper of value PKR 1,200)

To:

\_\_\_\_\_

[Name and address of the Leading Member firm] who for the purpose of this Agreement shall hereinafter called "Lead Member"

\_\_\_\_\_

[Name and address of the Member firm] who for the purpose of this Agreement shall hereinafter called "Member". They hereby declare:

36. That they will legalize a Joint Venture in case that a Contract for the Production/Distribution/Supply of \_\_\_\_\_ is awarded to their Joint Venture.
37. That they have nominated Mr. /Ms. \_\_\_\_\_ (Name of the Lead member) as the Lead Member of the Joint Venture.
38. That they authorized Mr. /Ms. \_\_\_\_\_ (Name of the person who is authorized to act as the Representative on behalf of the Joint Venture) to act as the JV's Representative in the name and on the behalf of their Joint Venture.
39. That all members of the Joint Venture shall be liable jointly and severally for the execution of the Contract.
40. That this Joint Venture is constituted for the purpose of the execution of the Production/Distribution/Supply of \_\_\_\_\_ under this contract.
41. That if the Employer accepts the Bid of this Joint Venture it shall not be modified in its composition or constitution until the completion of Contract without the prior consent of the Employer.
42. That each member's share of the Work, stated as percentage of the total contract amount, shall be as follows.

XI. Signed for and on behalf of [Name of the Lead Member] \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal:** \_\_\_\_\_

XII. Signed for and on behalf of [Name of the Member] \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal:** \_\_\_\_\_

**Annex 3: Lead Member of JV**  
(Power of Attorney for Lead Member of Joint Venture (JV))

[To be printed on a PKR 100 stamp paper]

**PUNJAB POLICE** has invited Application for Pre-Qualification for Supply of \_\_\_\_\_, Whereas \_\_\_\_\_ and \_\_\_\_\_ (collectively the “**Joint Venture**” and individually as the “**Member**”) being members of the Joint Venture are interested in Pre-Qualification for the Project in accordance with the terms and conditions of the Pre-Qualification Document.

Whereas, it is necessary for the Joint Venture to designate one of the Joint Venture Member as the Lead Member with all necessary power and authority to do for and on behalf of the JV, all acts, deeds and things as may be necessary in connection with the JV’s Pre-Qualification Application for the Project and its execution.

**Now Therefore Know All Men by These Presents**

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Member of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV and any one of us during the Prequalification process and, in the event the Joint Venture is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the JV and generally to represent the JV in all its dealings with the Authority.

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ JV.

**In witness whereof we the principals above named have executed this power of attorney on this \_\_\_\_\_ day of \_\_\_\_\_.**

**Members:**

**Member 1**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Member 2**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Witnesses:**

**Witness 1**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**Witness 2**

**Signature:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_

**(To be executed by all the Members of the Joint Venture) Notes:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also wherever required, the applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Pakistani Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

## Annex 4: General Information

### PARTICULARS

Company Name	_____		
Abbreviated Name	_____		
National Tax No.	_____	Sales Tax Registration No.	_____
No. of Employees	_____	Company's Formation Date	_____
Registered Office Address	_____		
State/Province	_____		
City/Town	_____	Postal Code	_____
Phone	_____	Fax	_____
Email Address	_____	Website Address	_____
Branch Office Address	_____		
City/Town	_____	State/Province	_____
Country	_____	Postal Code	_____
Phone	_____	Fax	_____
Factory/Workshop Office Address	_____		
City/Town	_____	State/Province	_____
Country	_____	Postal Code	_____
Phone	_____	Fax	_____

*\*Please attach copies of NTN, GST Registration & Professional Tax Certificate*

**\*Name, Signature, Stamp and Designation of the focal person nominated by Applicant or Lead member of JV**

## Annex-5: Financial Soundness

### Financial Soundness

Name of Applicant (Lead Member of a Joint Venture, in case of JV)
---

Applicant (Lead Member of a Joint Venture, in case of JV) applying for prequalification is required to provide financial information to demonstrate that they meet the requirements of Evaluation Criteria. If necessary, use separate sheets to provide complete information. **A copy of the audited financial statements of the past three (3) financial years must be attached.**

#### Banker

Name of Banker	
Address of Banker	
Credit Line/Cash Limit:	
Telephone	
Fax	

Summarize documented information in Pak Rupees (equivalent at the current rate of exchange at the end of each year) for the previous three years (if FY 2020-21 audit is complete then below FY may read as (FY 2019-20, FY2020-21, FY2021-22).

Financial Information in Pak Rupees	FY2018-2019	FY2019-2020	FY2020-2021
Annual Turnover			
Total Assets			
Total Liabilities			
Net Worth			
Working Capital			
Current Assets			
Current Liabilities			
Profits Before Taxes			
Profits After Taxes			
Total Debt			
Total Equity			
Total Revenue			
Annual Turnover			

\* If any above or relevant document as per 6.2 in foreign currency (other than PKR), shall be provided/converted into Pak Rupee (PKR) with respect to the date of respective document by the Applicant.

**\*Name, Signature, Stamp and Designation of the focal person nominated by Applicant or Lead member of JV**

## **Annex-6: Similar Projects**

### **Summary of Similar Nature Project Completed**

**Name:** \_\_\_\_\_

(Applicant or member of Joint Venture)

*Applicant and each Member of a Joint Venture applying for Pre-Qualification is required to complete the information in this form. Use a separate sheet for each Member of a Joint Venture.*

<b>Project Name</b>	<b>Year of Completion</b>	<b>Location</b>	<b>Value in PKR (Million)</b>

\* If any above or relevant document as per 6.2 in foreign currency (other than PKR), shall be provided/converted into Pak Rupee (PKR) with respect to the date of respective document by the Applicant.

**\*Name, Signature, Stamp and Designation of the focal person nominated by Applicant or Lead member of JV**

## **Annex 7: Similar Project in Hand**

### **Summary of Similar Nature Project in hand**

**Name:** \_\_\_\_\_  
(Applicant or member of Joint Venture)

*Applicant and each Member of a Joint Venture applying for Pre-Qualification is required to complete the information in this form. Use a separate sheet for each Member of a Joint Venture.*

<b>Project Name</b>	<b>Year of Completion</b>	<b>Location</b>	<b>Value in PKR (Million)</b>

**\*Name, Signatures, Stamp and Designation of focal person nominated by the applicant or Lead Member of JV**

**Annex8: Undertaking**  
**Affidavit for Correctness of Information**  
(To be printed on PKR 100 Stamp Paper)

Name: \_\_\_\_\_  
(Applicant or member of Joint Venture)

The undersigned, do hereby certify that all the statements made in the Pre-Qualification Forms and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the Bank, Person, Firm or Corporation to furnish any additional information requested by the Punjab Police of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the **PUNJAB POLICE**.

**PUNJAB POLICE** undertake to treat all information provided as confidential.

*Signed by an authorized Officer of the firm*

**Title of Officer:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*Name, Signatures, Stamp and Designation of focal person nominated by the applicant or Lead Member of JV**

## **Annex 9: Personnel Capabilities Short CV**

- 41. Name :
- 42. Profession/Expertise :
- 43. Date of Birth :
- 44. Years with the Firm :
- 45. Nature of experience in this firm and others :
- 46. Education :
- 47. Other Training :
- 48. Key Qualifications (Maximum  $\frac{3}{4}$  of a page) :

**\*Name, Signatures, Stamp and Designation of focal person nominated by the applicant or Lead Member of JV**

# **PRE-QUALIFICATION DOCUMENT FOR WINTER JACKET**

2022-23

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**PRE-QUALIFICATION OF ORIGINAL EQUIPMENT  
MANUFACTURERS (OEM) OR AUTHORIZED  
SUPPLIERS/DEALERS OF (OEM)**

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**Punjab Police Department,  
Government of Punjab**

CPO Complex, Lahore Punjab, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715  
URL: [www.punjabpolice.gov.pk](http://www.punjabpolice.gov.pk)

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## **25. INVITATION FOR PRE-QUALIFICATION FOR FINANCIAL YEAR 2022-23**

Punjab Police Department intends to Pre-Qualify the Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer/ Agent of OEM for the procurement of Winter Jacket -for Punjab Police. The “Eligible Applicants” as provided in the relevant clause may participate in the Pre-Qualification process by submitting their application as required below in the prescribed manner.

A transparent Pre-Qualification method given in this Pre-Qualification Documents (PQD) shall be followed in its true letter and spirit keeping in view the guidelines of Punjab Procurement Rules 2014 updated (PPRA-14). Only the Pre-Qualified (OEM) or authorized supplier / dealer of OEM shall be invited through request for proposals (RFP) for submission of their bids. Performance of each (OEM) or authorized supplier / dealer of OEM in terms of quality, delivery, after sales service, credit terms and other contractual obligations will be closely monitored and periodically reviewed. The Pre-Qualification Document carrying all details can be downloaded from Punjab Police’s as well as PPRA website (<https://punjabpolice.gov.pk> & <https://ppra.punjab.gov.pk>). The complete applications along with all prescribed / related PQD shall be received in sealed envelope by hand only to the Senior Purchase Officer/Additional Inspector General of Police, Logistics & Procurement, Punjab, Lahore. The (OEM) or authorized supplier / dealer of OEM shall be fully and completely responsible for all the deliveries and deliverables to the Procuring Agency as per subsequent purchase order/contract.

OEM or authorized supplier / dealer of OEM is required to provide the name, title, fax No. & Email Address of their authorized representative for the correspondence.

The Procuring Agency will not be responsible for any costs or expenses incurred by applicant (OEM) or authorized supplier / dealer of OEM in connection with the process of this Pre-qualification.

Under Punjab Procurement Rules 2014, Procuring Agency reserves the exclusive right to cancel the Pre-Qualification process and reject all Applications at any stage.

## **26. APPLICABILITY OF PUNJAB PROCUREMENT RULES, 2014**

This Pre-Qualification Process will be completed **in the terms & conditions set forth herein these PQD which are not conflicted with applicable connected Rules of Punjab Procurement Rules, 2014** as amended from time to time and instructions of the Government of the Punjab received during the completion of the process.

## **27. DEFINITIONS**

In this document, unless there is anything repugnant in the subject or context:

- CLI. "Applicant" an applicant (eligible) shall be a single or as a consortium with a formal intent to enter into an agreement in relation to this procurement.
- CLII. "Authorized Representative," means any representative appointed, from time to time, by the Procuring Agency or applicant.
- CLIII. "Eligible applicants" means the Original Equipment Manufacturer (OEM) or OEM agent/ supplier/ dealer of OEM.
- CLIV. "Coercive Practice" coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
- CLV. "Consortium" a consortium is an association of two or more registered companies or organizations with the objective of participating in a common activity or pooling their resources in relation to the project.
- CLVI. "Collusive Practice" a collusive practice means; an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.
- CLVII. "Corrupt Practice" a corrupt practice means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to improperly influence actions of any other party.
- CLVIII. "Commencement Date of the Contract" means the date of signing of the Contract between the Procuring Agency and the Pre-Qualified Bidder.
- CLIX. "Contract" means the agreement/ contingent contract executed between the Procuring Agency and the contractor, as recorded in the Contract Form including all Schedules and Attachments or Addendum.
- CLX. "Contract Price" means the price payable to the Supplier / Contractor under the Purchase Order/Contract for the full and proper performance of its contractual obligations.
- CLXI. "Day" means calendar day.
- CLXII. "Procuring Agency" the Procuring Agency means Punjab Police Department and/or any authorized Officer of Police Department.
- CLXIII. "Fraudulent Practice" a fraudulent practice means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation.
- CLXIV. "Goods" means all such goods, articles, equipment, products, machinery, spare parts, including the services for their installation (if any), replacement or supply that may be required by the Procuring Agency under the Contract signed with the Supplier in relation to this Pre-Qualification process relating to the and procurements of Winter Jacket.
- CLXV. "Grievance Redressal Committee" means a committee constituted by the Procuring Agency (of odd members) to address objections/complaints/grievance filed by the participants/applicants in the procurement process/ pre-qualification, before entering into contract.

- CLXVI. "Lead Partner" Partner of a consortium, who has the capacity and responsibility in supplying, manufacturing, installation, repairing, as required under this Pre-Qualification Documents and has at least 60% share in the consortium.
- CLXVII. "Origin" shall be considered to be the place where the Goods are produced/ manufactured or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Supplier.
- CLXVIII. "Procuring Agency" means the Punjab Police Department or any other person for the time being or from time to time duly appointed in writing by the Procuring Agency to act as Procuring Agency for the purposes of the Contract.
- CLXIX. "Pre-Qualified Person" means a person (as defined hereunder) declared responsive/ short listed/ pre-qualified after technical evaluation and completion of this pre-qualification process.
- CLXX. "Purchase Order" means a document issued by the Procuring Agency to the Supplier for the delivery of Goods or Services as required by the Procuring Agency.
- CLXXI. "PPRA Laws" means Punjab Procurement Rules 2014 (amended time to time) including other procurement Laws/Regulations/Circulars/Instructions or Guide Lines issued by the Government of Punjab.
- CLXXII. "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- CLXXIII. "Prescribed" means prescribed in the Pre-Qualification Document.
- CLXXIV. "Pre-qualification committee" means a committee constituted by the Procuring Agency (of odd members) to technically evaluate applications/documents received by the Procuring Agency as per requirement.
- CLXXV. The "Supplier" means the Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer/ Agent of OEM who declare responsive/ lowest evaluated after completion of the procurement process.

## **28. INFORMATION/INSTRUCTIONS TO THE APPLICANT**

### **28.1. Signing of Application & Number of Copies**

The Applicant shall prepare the documents comprising the information required in this PQD and clearly mark it "ORIGINAL". The original on the application shall be typed or written in indelible ink and each page shall be signed and stamped by a person duly authorized to sign on behalf of the Applicant. The Applicant shall submit one (01) original, two (02) hard copies and one (01) soft copy of the signed application in addition to the original application and clearly mark them as "ORIGINAL" and/or "TRUE COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.

The requirements regarding the legal instrument evidencing the authorization to represent and sign on behalf of the Applicant shall be a power of attorney, duly notarized and attested, indicating that the person(s) signing the Application has(ve) the authority to sign the Application for Prequalification.

The Power of Attorney is required to be duly stamped, witnessed, notarized according to the laws of the country where the Power of Attorney was issued and duly attested by Pakistan Foreign Office of the country where the power of attorney was issued.

Additionally, the date of issuance and validity of the power of attorney should also be specified, along with the name and designation of the signatory.

For a consortium, the power of attorney (duly stamped, witnessed and dated; as stated above) should be signed by all partners of the consortium and specify the authority of the named representative of the consortium to sign on behalf of the consortium.

Applications submitted by an existing or intended Consortium shall include an undertaking signed by all partners:

Stating that all partners shall be jointly and severally liable, and

Nominating a Representative to act as lead partner who shall have the authority & responsibility to conduct all businesses and ensure compliance thereof on behalf of any and all the partners of the Consortium during the prequalification process and, in the event the Consortium is prequalified, during the bidding process, and in the event the Consortium is awarded the Contract, during contract execution.

### **28.2. Cost of Application**

The Applicant shall bear all costs associated with the preparation and submission of its application. The Procuring Agency will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Pre-Qualification process by the Procuring Agency.

### **28.3. Language of Application**

The application as well as all correspondence and documents relating to the Pre-Qualification exchanged by the Applicant and the Procuring Agency, shall be written in English language.

Supporting documents and printed literature that are part of the application shall also be in the same language.

#### **28.4. Clarification of Pre-Qualification Document**

An Applicant requiring any clarification about this PQD shall contact the Procuring Agency in writing at the given Procuring Agency's address indicated in the Advertisement and this document. The Procuring Agency will respond in writing or by Email to any request for clarification provided that such request is received not later than two (2) days prior to the deadline for submission of applications. The Procuring Agency shall forward copies of its response to all applicants who have acquired the PQD directly from the Procuring Agency including a description of the inquiry but without identifying its source. **The Procuring Agency reserves the right to amend the Pre-Qualification Document as a result of a clarification if deemed appropriate before the closing date and communicate the same to all prospective applicants in writing or by Email who directly purchased these PQDs from the Procuring Agency.**

#### **28.5. Amendment of Prequalification Document**

At any time prior to the deadline for submission of applications, the Procuring Agency may amend PQD by issuing Addendum/ Corrigendum or call a meeting inviting all the prospective applicant(s) to review the PQ documents (if procuring agency decide so). Any Addendum/ Corrigendum issued shall be the part of this PQD and shall be communicated in writing or by Email to all who have obtained directly the Pre-Qualification Document from the Procuring Agency. Moreover, the Procuring Agency may extend the deadline for the submission of the application at its own or on the request of the prospected applicant(s).

#### **28.6. Letter of Application**

The applicant shall submit an application form along with Pre-Qualification Application as per **Annex-1**. This form shall be completed without any alteration to its format.

#### **28.7. Eligible Applicants**

All domestic OEM or authorized supplier / dealer/ Agents of OEM are eligible to participate in this pre-qualification process. An applicant should meet the requirements as described in the Definition. In case of a Consortium; All partners to the Consortium shall be jointly and severally liable; and A Consortium must be represented by its Lead Partner. Lead partner should meet the requirements as described in Definitions or hereunder. An applicant who is under a declaration of ineligibility/ blacklisting, due to reasons, including but not limited to, corrupt practices and poor performance, by the Government of Pakistan/ Government of Punjab or the Procuring Agency, at the date of submission of the application or thereafter, shall not be considered. The applicant shall provide such evidence of their continued eligibility/satisfactory to the Procuring Agency. The Applicant must comply with the Standard Anti-Corruption Policy of Government of the Punjab

and must not be declared ineligible by any Court of Law or Governmental Body of Pakistan due to corrupt/fraudulent/coercive/collusive practices as described in the Definitions. The Procuring Agency shall disqualify/ black list the Applicant(s) pursuant to Section 17A of Punjab procurement Regularity Authority Act 2009 (amended time to time) and Rule 20 or 21 of Punjab Procurement Regulatory Authority (PPRA) Procurement Rules, 2014 for award of contract, if it determines that the Applicant(s) recommended for award has(ve), directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and the Procuring Agency shall sanction the Applicant(s) or its successor, including declaring ineligible, either indefinitely or for a stated period of time, to participate in bidding activities in Pakistan, if it at any time determines that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing the contract. The Applicant must not conceal any information that might hinder the execution of the project. The Procuring Agency shall disqualify an Applicant pursuant to ibid relevant Rules of Punjab Procurement Rules-2014 on grounds of false, fabricated or materially incorrect information. In case of Joint Venture (JV) Consortium the applicant must fulfil the requirement given in the attached Performa.

## **28.8. Joint Venture(JV)**

### **4.26.1 Joint Venture(JV) Agreement**

Applicant/OEM or Authorized persons may submit Pre-Qualification Application as a Joint Venture (JV). Pre-Qualification Document shall be signed by authorized representative of the JV. Joint Venture Agreement entered into by the members shall be submitted with the Pre-Qualification Document as per **Annex-2**. Letter of acceptance will be issued as per JV agreement.

### **4.26.2 Lead Member JV**

One of the members who is responsible for performing the key function in executing major component of the proposed contract shall be nominated as lead member during the Pre-qualification and bidding period and in the event of a successful bid, during contract execution. The Lead Member shall be responsible to incur liabilities and receive instructions for and on behalf of any and all members of Joint venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members of the Joint Venture as required. All responsibility for successful completion of the work as per tender documents shall be with the lead member. However, in case of any default or involvement in any corrupt practice or fail to provide the required document(s)/ information(s) all such partners of JV shall be jointly/ severely responsible any legal action shall be taken against all JV partner(s).

### **4.8.3 Joint and Several Liability**

All members of the Joint Venture shall be legally liable, jointly and severally, during the Pre-Qualification and bidding period, and during the event of a successful bid and contract

execution. A JV partner may not join any other consortium or submit independent application in this prequalification process and in such eventuality, all such application shall be state forwardly rejected.

#### **4.8.4 Basic Requirements for JV**

a) Following are minimum qualification requirements: -

- xxxvii. The lead partner shall not have score less than 60% of all qualifying criteria given in paras 6.2.
- xxxviii. Each of the partners shall not have score less than 25% percent of all the qualifying criteria given in paras 6.2.
- xxxix. The joint venture or consortium must compose of one leading partner and maximum two partners.
  - xl. In case an applicant firm wants to demonstrate experience of a project executed under JV arrangement, it must submit JV agreement clearly showing percentage share of all partners of JV. If the JV agreement showing percentage of the partners is not attached, the submitted project will not be considered during evaluation.
  - xli. In JV one of the applicant shall be designated as the Lead member, to perform a lead role who has been duly appointed by all applicant(s) to submit and sign on their behalf all documents required hereunder to bound the entire JV agreement to the contents thereof.
  - xlii. v) In JV, there must be a Lead firm appointed through a Power of Attorney executed by all other applicants.

b) Any change in a Prequalified JV after prequalification, shall be subject to the written approval of the Procuring Agency prior to the deadline for submission of bids. Such approval may be denied if: -

- xix. Partner(s) withdraw from a JV and remaining partners do not meet the qualifying requirements;
- xx. The new partners to a JV are not qualified individually or as another JV; or
- xxi. In the opinion of the Procuring Agency, a substantial reduction in competition would result.

c) Partners, jointly and severally, and any application shall be submitted with a copy of the JV agreement providing the joint and several liabilities with respect to the contract.

#### **4.27 Submission of Pre-Qualification Application**

Application for Prequalification **one (01) original, two (02) hard copies and one (01) soft copy of the signed application in addition to the original application and clearly mark them as “ORIGINAL” and/or “TRUE COPY”** must be received in sealed envelopes to be delivered by hand or through registered mail on or before ----- **as per advertisement date and time-** ----- at the following address:

**Senior Purchase Officer/**

**Add: Inspector General of Police,  
Logistics & Procurement, Punjab,  
Govt: of the Punjab, Police Department,  
CPO Complex, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715**

Envelope should be clearly marked “**Application for Pre- Qualification for Supply of Winter Jacket**. The proposals/bids should be numbered by the concerned bidder/contractor and concerned official/dealing hand should also have its initial on it..

#### **4.28 Opening of Pre-Qualification Application**

The Procuring Agency shall prepare a record of opening of Applications that shall include, as a minimum, the name of the Applicant.

#### **4.29 Late Submission of Pre-Qualification Applications**

The application which is received after the closing date and time as mentioned in advertisement, shall not be entertained.

#### **16.12 Lack of Information**

Failure of an applicant to provide comprehensive and accurate information that is essential for the evaluation to the applicant may result his disqualification/rejection.

#### **16.13 Qualification**

A Procuring Agency, at any stage of the procurement proceeding, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of an applicant, whether or not pre-qualified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competency as the Procuring Agency may decide.

#### **16.14 Only one Application**

An Applicant shall submit only one application in the same Pre-Qualification process, either individually as an Applicant or as a member of a Joint Venture. An Applicant who submits, or participates in, more than one application will cause all the applications in which the Applicant has participated to be disqualified and its/ his all such applications shall be treated as **rejected**.

#### **16.15 Compliance**

After pre-qualification and process of procurement the successful applicant/joint venture shall comply with and acquire all consents, approvals, permits and licenses applicable under the laws of

Pakistan in relation to the performance of the work & services. Each applicant or bidder shall indemnify the Procuring Agency, its affiliates and their advisors fully in respect of any direct or indirect losses, damages, costs, penalties or expenses of any kind incurred by such person arising from a Prospective Firms/ Joint Venture's breach of the obligations referred to above.

### **16.16 Fraud & Corruption**

The applicant shall observe the highest standards of ethics during this prequalification and further processing. The Procuring Agency defines for the purposes of this provision, the terms set forth below:

- xxv. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Pre-Qualification process or in contract execution.
- xxvi. "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence the Pre-Qualification;
- xxvii. "Collusive Practice" means a scheme or arrangement between two or more Applicants, with or without the knowledge of the Procuring Agency, designed to establish artificial Data/ Information.
- xxviii. "Coercive Practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the prequalification process.

Procuring Agency will reject an application for Pre-Qualification, if it determined that the Applicant recommended for award has, directly or through an agent, engaged in Corrupt/Fraudulent/Collusive/Coercive practices.

Procuring Agency will sanction a Firm/Joint Venture/Individual, including declaring them ineligible, either indefinitely or for a stated period of time for Pre-Qualification, if it at any time determines that they have, directly or through an agent, engaged in Corrupt/Fraudulent/Collusive/Coercive practices.

### **16.17 Declaring of Ineligibility and Blacklisting**

Declaration of ineligibility and Blacklisting would be applicable as per Section 17A of PPRA Act 2009 (amended) and Rules 20/21 of PPRA Rules 2014. Please ensure ibid Laws of Punjab Procurement Rule(s) 20/21 and schedule appended with PPR-2014.

### **16.18 No Conflict of Interest**

Applicant and all parties constituting the Applicant shall not have a conflict of interest. Applicants shall be considered to have a conflict of interest if:

**4.18.1** Applicant has common controlling shareholders or other ownership interest.

**4.18.2** Applicant is also a constituent of another applicant.

**4.18.3** Applicant has a relationship with another applicant, directly or through common third parties, that puts them in a position to have access to each other's information about, or to influence the Pre-Qualification of either or each of the other applicant

**4.18.4** Applicant has participated as a consultant of other Applicant and helped him in the preparation of any documents, design or technical specifications of the Project.

## **16.19 Additional Information**

The Procuring Agency, at any stage of the pre-qualification or procurement proceedings, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of a contractor, whether or not Pre-Qualified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competence as the Procuring Agency may decide. In case of non-responsive or failed to provide the information the Procuring Agency may initiate any legal action against the applicant/contractor/supplier under PPRA Rules-2014

- To assist in the evaluation of applications, the Procuring Agency may, at its discretion, ask any applicant for a clarification of its application which shall be submitted within a stated reasonable period of time. Any request for clarification and all clarifications shall be in writing.
- If an applicant does not provide clarifications of the information requested by the date and time set in the Procuring Agency's request for clarification, its application may be rejected.
- The Procuring Agency may reject any application which is non responsive to the requirements of the pre-qualification documents.
- The Procuring Agency reserves the right to waive minor deviations and omissions, if these do not materially affect the capability of an applicant as required under the pre-qualification document.
- The Procuring Agency shall use compliance to eligibility requirements in relevant section and the criteria and methods defined in provided section qualification criteria to evaluate the qualification of the applicants.
- Once the Procuring Agency has completed the evaluation of the applications it shall notify all applicants in writing of the names of those applicants who have been prequalified.
- After the notification of the results of the prequalification, the Procuring Agency shall invite bids from all the applicants that have been prequalified.

## **16.20 Confidentiality**

7. Information relating to the evaluation of Applications, and recommendation for pre-qualification, shall not be disclosed to Applicants or any other persons not officially

concerned with such process until the notification of prequalification is made to all Applicants.

2. From the deadline for submission of Applications to the time of notification of the results of the prequalification in accordance with relevant provision, if any Applicant wishes to contact the Procuring Agency on any matter related to the prequalification process, it may do so in writing.

### **16.21 Inspection of applicant's manufacturing unit/factory/office**

The applicant shall make all arrangements and confirm availability of all the machinery, equipment and manpower for carrying out the inspection of manufacturing unit/factory/office by Procuring Agency's team. In case of non-availability of machinery equipment and man power as mentioned in the submitted documents, the firm shall be considered ineligible. All the expenses incurred such as transportation, travelling, residing, refreshments, meals etc. for inspection of applicant's manufacturing unit/ factory/ office shall be borne by the applicant.

## **17 PROCURING AGENCY'S RIGHTS**

The Procuring Agency reserves the right to take the following actions, and shall not be liable for any such actions:

- xxv. The Procuring Agency will not be responsible for any costs or expenses incurred by Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM in connection with the preparation or delivery of applications.
- xxvi. Procuring Agency is competent to accept the application; the Procuring Agency reserves the exclusive right to cancel the Pre-Qualification/procurement process, or to extend the date of submission of applications.
- xxvii. The Procuring Agency shall issue the bidding documents/ Request For Proposal(s) only to the Pre-Qualified applicants in result of this pre-qualification process.
- xxviii. The Procuring Agency may utilize the framework contract mode after completion this pre-qualification and subsequently procurement process to acquire the desirables.

### **5.1 Address of Procuring Agency**

**Senior Purchase Officer/  
Addl: Inspector General of Police,  
Logistics & Procurement, Punjab,  
Govt: of the Punjab, Police Department,  
CPO Complex, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715**

## 18 CRITERIA FOR EVALUATION OF APPLICATIONS

Pre-Qualification will be based on Applicant's meeting the following qualification criteria regarding their financial soundness, firm's experience and quality of its personnel & equipment and other relevant information as demonstrated by the Bidder's response in the Pre- Qualification Forms attached to the Submission Form (Annex-1). Successful applicants/firms/JV fulfilling the eligibility /mandatory criteria (as mentioned in 6.1) will be evaluated on following factors (as mentioned in 6.2).

Sr. No.	Evaluation on the basis of following factors
1	Financial Soundness
2	Relevant Experience
3	Manufacturing Facility
4	Personnel Capabilities

### 6.13 Eligibility/ Mandatory Criteria

The applicants fulfilling the following basic eligibility criteria shall only be considered for further evaluation.

- ww. Valid legal entity of the firm e.g. Certificate of registration from SECP or Registrar of firms. Foreign firms must attach similar certificate of registration from the respective registration body of their home country (if required).
- xx. Certificate of registration with relevant Taxation Authorities (Income Tax, Sales Tax or any other applicable by Law). Foreign firms must attach similar certificate of registration from the Tax Authority of their home country (if required).
- yy. Last Three years (FY) Audited Financial Statements by the Chartered Accountant firm.
- zz. Last Year Bank Statement verified by respective Bank.
- aaa. Affidavit on Non-Judicial stamp paper that Non-Performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation.
- bbb. Judicial Affidavit declaring "Neither the firms nor its Stakeholders or any of its JV partner, as a whole or as a part of the firm have been black listed/ defaulted/ banned by any government agency/ department/organization/ entity etc".
- ccc. Provide separate undertaking that the information supplied by the firm is correct.
- ddd. Affidavit on Non-Judicial stamp paper declaring "OEM/Supplier/ Agent/ Dealer" will supply the product/**Winter Jacket**to the client/ Punjab Police at the place anywhere in the Punjab Province in time as per the directions of the Punjab Police.
- eee. Copy of Pakistan Engineering Council Certificate (**\*Optional for required category, if any**)
- fff. Copy of Registration status of applicant (Company, Partnership Firm, Sole Proprietor ship, NGO etc.)

**Note:** Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM/All members of Joint venture have to meet in full the aforementioned basic Eligibility Criteria (and as per clauses- 3(III),4.7&4.8).

#### 6.14 Pre-Qualification Evaluation Criteria

Sub Category	Category	Weightage/Marks
A	Financial Soundness	25
B	Relevant Experience	25
C	Manufacturing Facility	30
D	Personnel Capabilities	20
<b>Total</b>		<b>100</b>

#### Important Note.

Marks shall only be given, if the Applicant fills the Annexures as per instructions given in this Document. An overall minimum of 70% marks required to Pre-Qualify in the aforesaid qualification criteria. However, minimum 50% marks in each category is mandatory.

If any previous Contract(s)/Purchase Order(s) or any relevant document as per 6.2 in foreign currency (other than PKR), shall be provided/converted into Pak Rupee (PKR) with respect to the date of respective document by the Applicant.

Criteria, sub-criteria and marking system for the evaluation of applicants shall be as under:

#### 6.2.1 Financial Soundness

For financial soundness, Letter from Banks and copy of audited financial statements for *last three financial years shall be submitted.*

***No marks shall be given if letter from Banks (In case of Credit Line) & copy of audited financial statements of last three financial years are not attached.***

Marks shall be awarded on the basis of the following criteria

Sr. No.	Description	Marks	Explanation for Marks Obtained
A	<b>Annual Turnover</b> Annual Turnover of last three years	15	<ul style="list-style-type: none"> <li>• Full Marks will be given if total of Annual Turnover of last three FY's (as per the audited financial Statements) is equal or above amounting <b>Rs. 900 million (PKR)</b> (or equivalent in other currency.)</li> <li>• Formula  <math display="block">A = (Y1+Y2+Y3)/900 *15</math> <b>Y1,Y2,Y3 representing annual turnover of last three years audited financial statements .e 2018-19, 2019-20, 2020-21)</b> </li> </ul> <p><b>Note: If Audit of 2021-22 is completed then updated last three year data may be provided for evaluation. i.e (2019-20, 2020-21,2021-22)</b></p>

			<b>Note: If Audit of 2021-22 is completed then updated last three year data may be provided for evaluation. i.e (2019-20, 2020-21,2021-22)</b>
B	<b>Tangible Net Worth</b>	05	<ul style="list-style-type: none"> <li>• Full marks if Tangible Net worth is equal or above amounting Rs. 600 million.</li> <li>• Tangible Net worth (in million)/ 600* 5.</li> </ul>
C	<b>Bank Credit Limit/ Cash and Bank balance</b>	05	<ul style="list-style-type: none"> <li>• Full marks will be given if ‘‘Bank Credit Limit’’, ‘‘Cash and Bank Balance’’ jointly or severally is amounting to Rs. 500 million or more:</li> <li>• Formula <b>(Bank Credit Limit +Cash and Bank balance) /500* 05.</b></li> </ul>
<b>Total Marks</b>		25	

### 6.2.2 Relevant Experience

Marks shall be awarded on the basis of the following criteria for evaluation of the experience of the Applicant.

<b>Sr. No.</b>	<b>Description</b>	<b>Marks</b>	<b>Explanation for Marks Obtained</b>
A	Projects of similar nature and complexity such as making/supply of Winter Jackets or similar for Pakistan national forces (army, navy, air force), provinces/ICT forces i.e. police, rangers constabulary and other govt. recognized departments and exports to any other country completed in <b>Last 03 Years</b>	20	<ul style="list-style-type: none"> <li>• 20 marks will be given if applicant firm has project having total value of 500 Million and above in last three years.</li> <li>• Formula= <b>(Accumulated Total Cost of Project(s) in last three years) /500 *20</b></li> <li>• Provided that supply was completed within the specified period (including grace period) and firm has not defaulted in any manner(s).</li> <li>• For Completed Projects, Completion Certificate/Proof of Supply of respective project is mandatory indicating Cost of Project. No marks shall be awarded if Completion Certificate indicating cost of respective project is Not attached along with relevant annexures.</li> </ul>

B	Projects of ongoing similar nature and complexity such as making/supply of Winter Jackets or similar for Pakistan national forces (army, navy, air force), provinces/ICT forces i.e. police, rangers constabulary and other govt. recognized departments and exports to any other country.	05	<ul style="list-style-type: none"> <li>• 05 marks will be given if applicant firm has similar nature project(s) in hand and having sum of Cost of Project(s) amounting to Rs. 100 Million or more.</li> <li>• Formula= <b>(Accumulated Total Cost of Project(s) in hand) /100 *05</b> No marks shall be given if the accumulated total cost of projects in hand is less than Rs. 30 million.</li> <li>• For in hand Projects, Purchase Order/Contract Agreement of respective project is mandatory indicating Cost of Project.</li> </ul>
<b>Total Marks</b>		25	

### 6.2.3 MANUFACTURING/PRODUCTION CAPABILITIES

Marks shall be awarded on the basis of Manufacturing Facility of Original Equipment Manufacturer (OEM). No marks shall be awarded if declaration of Manufacturing Facility is not provided along with Annex.

Sr. No0	Description	Marks	Explanation for Marks Obtained
A)	Production/assembling unit with allied skilled staff.	20	<ul style="list-style-type: none"> <li>• The applicant firm/ OM shall submit affidavit &amp; proof of manufacturing indicating number of Similar Winter Jackets. <b>Criteria of awarding marks: -</b></li> <li>• If monthly production is 2000 winter jackets Full marks will be given i.e, 20 marks)</li> <li>• For less than 2000 winter jackets production per month, marks shall be awarded as:</li> <li>• (No of Winter jacket production /2000) * 20</li> </ul>
B)	<b>Generator facility</b>	05	<ul style="list-style-type: none"> <li>• The firm must have atleast 01 No. generator 100 KVA or above .</li> </ul>
C)	<b>Fire extinguishing system</b>	05	Emergency fire exit system complete in all respect including fire exits in building, fire extinguishers at appropriate places, etc.
<b>Total Marks</b>		30	

### 6.2.4 Personnel Capabilities

Marks shall be awarded on the basis of the following criteria for evaluation of the experience of the Applicant. Attach detail of staff and affidavit of Employment of staff.

Sr. No.	Description	Marks	Explanation for Marks Obtained
A	<b>Managerial Staff (10 professionals)</b>	05 (0.5 for each professional)	Master's Degree with Minimum 03 years of relevant experience or Bachelor with Minimum 05 years of relevant experience
B	<b>Support Staff</b>	10	<ul style="list-style-type: none"><li>• 10 Marks will be given if applicant firm has 20 or more support staff.</li><li>• For staff, less than 20, marks shall be awarded as: (No of support staff/20) *10</li></ul>
C	<b>Quality Certification and any other certification</b>	05	<ul style="list-style-type: none"><li>• 05 Marks will be given if applicant firm has Quality Certification (relevant category). No mark if applicant firm has not provided quality Certification. Relevant/valid ISO certificate must be attached otherwise no marks shall be given. (Date of expiry of the contract should be clearly mentioned)</li></ul>
<b>Total Marks</b>		20	

### 13. Grievance Redressal Committee

A committee has been constituted comprising of odd number of persons, with proper powers and authorizations, to address the complaints of the bidders that may occur prior to the entry into force of the procurement contract.

- xix. Any bidder feeling aggrieved by any act of the procuring agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- xx. The committee shall investigate and decide upon the complaint within fifteen (15) days of the receipt of the complaint.
- xxi. Mere fact lodging of a complaint shall not warrant suspension of the procurement process.

#### Annex 1: Cover Letter

To

**Senior Purchase Officer/  
Addl: Inspector General of Police,  
Logistics & Procurement, Punjab,**

**Govt: of the Punjab, Police Department,**  
CPO Complex, Lahore Punjab, 3<sup>rd</sup> Floor Room No.309,  
Bank Road, Near Old Anarkali, Lahore  
Tel: 042-99213400 Fax: 042-99211715

**Subject:** \_\_\_\_\_

**Respected Sir,**

Being duly authorized to represent and act on behalf of \_\_\_\_\_, and having reviewed and fully understood all of the terms and condition set forth in the PQD and attached annexes.

We hereby express our interest and apply for the Pre-Qualification of **item** \_\_\_\_\_ for Police Department.

Attached to this letter are copies of original documents defining:

- s. The Applicant's legal status
- t. The principal place of business
- u. The place of incorporation (for applicants who are corporations); or the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).

37. The Procuring agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

38. The Procuring agency and its authorized representatives may contact the following inquiry numbers: -

<b>General and Managerial Inquiries</b>	
Contact 1	Telephone 1
Contact 2	Telephone 2
<b>Personnel Inquiries</b>	
Contact 1	Telephone 1
Contact 2	Telephone 2
<b>Technical Inquiries</b>	
Contact 1	Telephone 1
Contact 2	Telephone 2
<b>Financial Inquiries</b>	
Contact 1	Telephone 1

Contact 2	Telephone 2
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39. This application is made with the full understanding that:
- s. Bids by prequalified applicants will be subject to verification of all information submitted for prequalification at the time of bidding;
  - t. The Procuring agency reserves the right to reject or accept all application, may cancel the prequalification process.
  - u. The Procuring agency shall not be liable for any such actions or consequences and shall be under no obligation to inform the Applicant of the grounds for actions at 5(b) here above.  
*[Applicants who are not joint ventures should delete Para 4&5 and initial the deletions.]*
40. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, to the joint venture. We also specify the financial commitment in terms of the percentage of the value of the (each) contract, and the responsibilities for execution of the (each) contract.
41. We confirm that in the event that we bid, that bid as well as any resulting contract will be: -
- m. Signed so as to legally bind all members, jointly and severally.
  - n. Submitted with a Joint Venture agreement providing the joint and several liabilities of all members in the event the contract is awarded to us.
42. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.
7. Signed for and on behalf of [Name of the Lead Member] \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal:** \_\_\_\_\_

**Annex 2: Joint Venture Agreement**  
(Should be a Formal JV agreement on a Stamp Paper of value PKR 1,200)

To:

\_\_\_\_\_

[Name and address of the Leading Member firm] who for the purpose of this Agreement shall hereinafter called "Lead Member"

\_\_\_\_\_

[Name and address of the Member firm] who for the purpose of this Agreement shall hereinafter called "Member". They hereby declare:

43. That they will legalize a Joint Venture in case that a Contract for the Production/Distribution/Supply of \_\_\_\_\_ is awarded to their Joint Venture.
44. That they have nominated Mr. /Ms. \_\_\_\_\_  
(Name of the Lead member) as the Lead Member of the Joint Venture.
45. That they authorized Mr. /Ms. \_\_\_\_\_ (Name of the person who is authorized to act as the Representative on behalf of the Joint Venture) to act as the JV's Representative in the name and on the behalf of their Joint Venture.
46. That all members of the Joint Venture shall be liable jointly and severally for the execution of the Contract.
47. That this Joint Venture is constituted for the purpose of the execution of the Production/Distribution/Supply of \_\_\_\_\_ under this contract.
48. That if the Employer accepts the Bid of this Joint Venture it shall not be modified in its composition or constitution until the completion of Contract without the prior consent of the Employer.
49. That each member's share of the Work, stated as percentage of the total contract amount, shall be as follows.

XIII. Signed for and on behalf of [Name of the Lead Member] \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal:** \_\_\_\_\_

XIV. Signed for and on behalf of [Name of the Member] \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Seal:** \_\_\_\_\_

**Annex 3: Lead Member of JV**  
(Power of Attorney for Lead Member of Joint Venture (JV))

[To be printed on a PKR 100 stamp paper]

**PUNJAB POLICE** has invited Application for Pre-Qualification for Supply of \_\_\_\_\_, Whereas \_\_\_\_\_ and \_\_\_\_\_ (collectively the “**Joint Venture**” and individually as the “**Member**”) being members of the Joint Venture are interested in Pre-Qualification for the Project in accordance with the terms and conditions of the Pre-Qualification Document.

Whereas, it is necessary for the Joint Venture to designate one of the Joint Venture Member as the Lead Member with all necessary power and authority to do for and on behalf of the JV, all acts, deeds and things as may be necessary in connection with the JV’s Pre-Qualification Application for the Project and its execution.

**Now Therefore Know All Men by These Presents**

We, \_\_\_\_\_ having our registered office at \_\_\_\_\_, M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, and M/s. \_\_\_\_\_, having our registered office at \_\_\_\_\_, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s \_\_\_\_\_, having its registered office at \_\_\_\_\_, being one of the Member of the Joint Venture, as the Lead Member and true and lawful attorney of the Joint Venture (hereinafter referred to as the “**Attorney**”) and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the JV and any one of us during the Prequalification process and, in the event the Joint Venture is awarded the Contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Joint Venture, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, Bids and other documents and writings, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the JV and generally to represent the JV in all its dealings with the Authority.

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ JV.

**In witness whereof we the principals above named have executed this power of attorney on this \_\_\_\_\_ day of \_\_\_\_\_.**

**Members:**

	<b><u>Member 1</u></b>		<b><u>Member 2</u></b>
<b>Signature:</b>	_____	<b>Signature:</b>	_____
<b>Name:</b>	_____	<b>Name:</b>	_____
<b>Title:</b>	_____	<b>Title:</b>	_____
<b>Address:</b>	_____	<b>Address:</b>	_____

**Witnesses:**

	<b><u>Witness 1</u></b>		<b><u>Witness 2</u></b>
<b>Signature:</b>	_____	<b>Signature:</b>	_____
<b>Name:</b>	_____	<b>Name:</b>	_____
<b>Title:</b>	_____	<b>Title:</b>	_____
<b>Address:</b>	_____	<b>Address:</b>	_____

**(To be executed by all the Members of the Joint Venture) Notes:**

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also wherever required, the applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Pakistani Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

## **Annex 4: General Information**

### **PARTICULARS**

Company Name	_____		
Abbreviated Name	_____		
National Tax No.	_____	Sales Tax Registration No.	_____
No. of Employees	_____	Company's Formation Date	_____
Registered Office Address	_____		
State/Province	_____		
City/Town	_____	Postal Code	_____
Phone	_____	Fax	_____
Email Address	_____	Website Address	_____
Branch Office Address	_____		
City/Town	_____	State/Province	_____
Country	_____	Postal Code	_____
Phone	_____	Fax	_____
Factory/Workshop Office Address	_____		
City/Town	_____	State/Province	_____
Country	_____	Postal Code	_____
Phone	_____	Fax	_____

*\*Please attach copies of NTN, GST Registration & Professional Tax Certificate*

**\*Name, Signature, Stamp and Designation of the focal person nominated by Applicant or Lead member of JV**

## Annex-5: Financial Soundness

### Financial Soundness

Name of Applicant (Lead Member of a Joint Venture, in case of JV)
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Applicant (Lead Member of a Joint Venture, in case of JV) applying for prequalification is required to provide financial information to demonstrate that they meet the requirements of Evaluation Criteria. If necessary, use separate sheets to provide complete information. **A copy of the audited financial statements of the past three (3) financial years must be attached.**

#### Banker

Name of Banker	
Address of Banker	
Credit Line/Cash Limit:	
Telephone	
Fax	

Summarize documented information in Pak Rupees (equivalent at the current rate of exchange at the end of each year) for the previous three years (if FY 2020-21 audit is complete then below FY may read as (FY 2019-20, FY2020-21, FY2021-22).

Financial Information in Pak Rupees	FY2018-2019	FY2019-2020	FY2020-2021
Annual Turnover			
Total Assets			
Total Liabilities			
Net Worth			
Working Capital			
Current Assets			
Current Liabilities			
Profits Before Taxes			
Profits After Taxes			
Total Debt			
Total Equity			
Total Revenue			
Annual Turnover			

\* If any above or relevant document as per 6.2 in foreign currency (other than PKR), shall be provided/converted into Pak Rupee (PKR) with respect to the date of respective document by the Applicant.

**\*Name, Signature, Stamp and Designation of the focal person nominated by Applicant or Lead member of JV**

## **Annex-6: Similar Projects**

### **Summary of Similar Nature Project Completed**

**Name:** \_\_\_\_\_

(Applicant or member of Joint Venture)

*Applicant and each Member of a Joint Venture applying for Pre-Qualification is required to complete the information in this form. Use a separate sheet for each Member of a Joint Venture.*

<b>Project Name</b>	<b>Year of Completion</b>	<b>Location</b>	<b>Value in PKR (Million)</b>

\* If any above or relevant document as per 6.2 in foreign currency (other than PKR), shall be provided/converted into Pak Rupee (PKR) with respect to the date of respective document by the Applicant.

**\*Name, Signature, Stamp and Designation of the focal person nominated by Applicant or Lead member of JV**

**Annex 7: Similar Project in Hand**  
**Summary of Similar Nature Project in hand**

**Name:** \_\_\_\_\_  
(Applicant or member of Joint Venture)

*Applicant and each Member of a Joint Venture applying for Pre-Qualification is required to complete the information in this form. Use a separate sheet for each Member of a Joint Venture.*

<b>Project Name</b>	<b>Year of Completion</b>	<b>Location</b>	<b>Value in PKR (Million)</b>

**\*Name, Signatures, Stamp and Designation of focal person nominated by the applicant or Lead Member of JV**

**Annex8: Undertaking**  
**Affidavit for Correctness of Information**  
(To be printed on PKR 100 Stamp Paper)

Name: \_\_\_\_\_  
(Applicant or member of Joint Venture)

The undersigned, do hereby certify that all the statements made in the Pre-Qualification Forms and in the supporting documents are true, correct and valid to the best of my knowledge and belief and may be verified by employer if the Employer, at any time, deems it necessary.

The undersigned hereby authorize and request the Bank, Person, Firm or Corporation to furnish any additional information requested by the Punjab Police of the Punjab deemed necessary to verify this statement regarding my (our) competence and general reputation.

The undersigned understands and agrees that further qualifying information may be requested and agrees to furnish any such information at the request of the **PUNJAB POLICE**.

**PUNJAB POLICE** undertake to treat all information provided as confidential.

*Signed by an authorized Officer of the firm*

**Title of Officer:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**\*Name, Signatures, Stamp and Designation of focal person nominated by the applicant or Lead Member of JV**

## **Annex 9: Personnel Capabilities Short CV**

- 49. Name :
- 50. Profession/Expertise :
- 51. Date of Birth :
- 52. Years with the Firm :
- 53. Nature of experience in this firm and others :
- 54. Education :
- 55. Other Training :
- 56. Key Qualifications (Maximum  $\frac{3}{4}$  of a page) :

**\*Name, Signatures, Stamp and Designation of focal person nominated by the applicant or Lead Member of JV**