PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA)

CONTRACT AWARD PROFORMA – I (As Per Rule 47 of PP Rules, 2004)

<u>To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts of Works, Services and Goods.</u>

A	NAME OF THE ORGANIZATION/DEPTT. National Highways and Motorway Police, N-5 C-II Multan									
4	FEDERAL / PROVINCIAL GOVT. Federal Government									
\	TITLE OF CONTRACT Tender for Purchase of Filters									
	TENDER NUMBER No. TS506134E									
>	BRIEF DESCRIPTION OF CONTRACT: Tender for Purchase of Filters									
>	TENDER VALUE: <u>Rs.1,574,758/-</u>									
>	ENGINEER'S ESTIMATE N/A (for civil Works only)									
>	ESTIMATED COMPLETION PERIOD 15 Days on need basis									
>	WHETHER THE PROCUREMENT WAS INCLUDED IN ANNUAL PROCUREMENT PLAN? Yes / No									
A	ADVERTISEMENT:									
	(i) PPRA Website Yes (12-04-2023 TS506134E) Yes / No									
	(ii) (Federal Agencies) (If yes give date and PPRA's tender number)									
	(iii) News Papers <u>Nil</u> (If yes give names of newspapers and dates)									
A	TENDER OPENED ON (DATE & TIME) 12-04-2023 & 12:00									
A	NATURE OF PURCHASE <u>local</u> Local / International									
>	EXTENSION IN DUE DATE (If any) No Yes / No									



>	NUMBER OF TENDER DOCUMENTS SOLD Nil (Attach list of Buyers)								
>	WHETHER QUALIFICATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes Yes / No (If yes enclose a copy).								
>	WHETHER BID EVALUATION CRITERIA WAS INCLUDED IN BIDDING/TENDER DOCUMENTS Yes Yes / No (If yes enclose a copy).								
>	WHICH METHOD OF PROCUREMENT WAS USED: - (Tick one)								
	a) SINGLE STAGE – ONE ENVELOPE PROCEDURE								
	b) SINGLE STAGE - TWO ENVELOPE PROCEDURE.								
	c) TWO STAGE BIDDING PROCEDURE.								
	d) TWO STAGE – TWO ENVELOPE BIDDING PROCEDURE								
	- PLEASE SPECIFY IF ANY OTHER METHOD OF PROCUREMENT WAS								
	ADOPTED WITH BRIEF REASONS (i.e EMERGENCY, DIRECT								
	CONTRACTING, NEGOTIATED TENDERING ETC.)								
	- WHO IS THE APPROVING AUTHORITY: <u>Additional Inspector General of Police NHMP N-5 Central Region</u>								
	WHETHER APPROVAL OF COMPETENT AUTHORITY WAS OBTAINED								
	FOR USING A METHOD OTHER THAN OPEN COMPETITIVE BIDDING								
	(N/A).								
	NUMBER OF BIDS RECEIVED								
>	WHETHER THE SUCCESSFUL BIDDER WAS LOWEST BIDDER Yes / No								
	WHETHER INTEGRITY PACT WAS SIGNED N/A Ves / No								

PUBLIC PROCUREMENT REGULATORY AUTHORITY (PPRA) (As Per Rule 47 of PP Rules, 2004)

CONTRACT AWARD PROFORMA - II

To Be Filled And Uploaded on PPRA Website In Respect of All Public Contracts of Works, Services & Goods.

	OPENING OF BIDS 03
>	NAME AND ADDRESS OF THE SUCCESSFUL BIDDER
>	RANKING OF SUCCESSFUL BIDDER IN EVALUATION REPORT (i.e. 1 st , 2 nd , 3 rd EVALUATED BID).
	1 st Noman & Brothers, 2 nd Singa Pur Auto Mobiles,
>	NEED ANALYSIS (Why the procurement was necessary?) National Highways and Motorway Police keep patrolling 24/7. In order to maintain the efficiency of official vehicles it is necessary that to replace the different filters after the completion their mileages. It is therefore tender is necessary for purchase of Filters.
A	IN CASE EXTENSION WAS MADE IN RESPONSE TIME, WHAT WERE THE
	REASONS (Briefly describe) Nil

>	WHETHER NAMES OF THE BIDDERS AND THEIR PRICES WERE READ
	OUT AT THE TIME OF OPENING OF BIDS Yes / No
>	DATE OF CONTRACT SIGNING 01-06-2023, 02-06-2023 (Attach a copy of agreement)
>	CONTRACT AWARD PRICE Rs.1,574,758/-
>	WHETHER COPY OF EVALUATION REPORT GIVEN TO ALL BIDDERS Yes Yes / No (Attach copy of the bid evaluation report)
>	ANY COMPLAINTS RECEIVED No Yes / No (If yes result thereof)
>	ANY DEVIATION FROM SPECIFICATIONS GIVEN IN THE TENDER NOTICE/DOCUMENTS No Yes / No (If yes give details)
>	DEVIATION FROM QUALIFICATION CRITERIA NO Yes / No (If yes give details)
	<u>.</u> .
>	SPECIAL CONDITIONS, IF Any (Give Brief Description)
	,

[F.No.2/1/2008PPRA-RA.III]

HNICAL EVALUATION REPORT

(As Per Rule 35 of PP Rules, 2004)

Name of Procuring Agency:

National Highways & Motorway Police N-5 C-II Multan

Method of Procurement:

Open Tender (Single Stage Two Envelops)

Title of Procurement:

Purchase of Filters

Tender Inquiry No.:

PPRA Ref. No. (TSE):

TS506134E

Date & Time of Bid Closing:

12-04-2023 (1130 hours)

Date & Time of Bid Opening: <u>12-04-2023 (1200 hours)</u>

No. of Bid Received:

Ę

Copi

<u>03</u>

Criteria for Bld Evaluation:

Sample Based

Details of Bid(s) Evaluation:

The detail is as under:

Name of Bidder	Technical Marks (if applicable)	Rule/Regulation/SBD*/Policy/Basis for Technical Rejection/Acceptance as per Rule 35 of PP Rules. 2004.		
Noman & Brothers	Qualified	ACCEPTED		
	Qualified	ACCEPTED		
Subhan Enterprises Singpur Auto Mobile	Qualified	ACCEPTED		

DSP/CPO LHO N-5 C-II Multan Member Technical Committee

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NAL EVALUATION REPORT

(As Per Rule 35 of PP Rules, 2004)

ne of Procuring Agency:

National Highways & Motorway Police N-5 C-II Multan

113

Method of Procurement:

Open Tender (Single Stage Two Envelops)

Title of Procurement:

Purchase of Filters

Tender Inquiry No.:

5. PPRA Ref. No. (TSE):

TS506134E

6. Date & Time of Bid Closing:

12-04-2023 (1130 hours)

7. Date & Time of Bid Opening:

12-04-2023 (1200 hours)

8. No. of Bid Received:

03

9. Criteria for Bid Evaluation:

Sample Based

10. Details of Bid(s) Evaluation:

The detail is as under:

Ī	110	Marks		Evaluated	Rule/Regulation/SBD*/ Policy/Basis for Technical	
	Name of Bidder	Technical (if applicable)		Cost	Rejection/Acceptance as per Rule 35 of PP Rules. 2004.	
				Rs.803,670/-	as per PPRA Rules 36 (b) (ix). Total tender items were 22 and after	
	Noman & Brothers				Total tender items were 22 hidders, 11	
	Singapur Auto Mobile	-		l nc 771 088/-	evaluation of rate offered by the Brothers items awarded to M/S Noman & Brothers and other 11 items awarded to M/S Singapur Auto Mobile being the lowest in competition.	
- 1						

(RAO MUHAMMAD IQBAL) DSP/CPO LHQ N-5 C-II Multan Member Purchase Committee

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€ <u>E</u>,

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Description

: CONTRACT - 22A(b)

First Party

: SINGAPORE AUTOMOBILES [36300-0000000-0]

Second Party

: DSP CPO N FIVE CENTRAL II NHMP ALFALAH ORCHARD SOCIETY MLTAN [36300-0000000-0]

Agent

: RAMISH IQBAL [36302-6264471-9]

Stamp Duty Paid by Issue Date

: DSP CPO N FIVE CENTRAL II NHMP ALFALAH ORCHARD SOCIETY MLTAN [36300-0000000-0] : 02-Jun-2023, 03:46:40 PM

Paid Through Challan

: 202354508547F85D

Amount in Words

: One Thousand Nine Hundred and Thirty Rupees Only

- Please Write Below This Line

AGREEMENT

This agreement is made at LHQs N-5,C-II, Alfalah Orchard District Multan on 2nd June, 2023. Between

National Highways and Motorways Police having its office at Multan(here in offer referred to as "NHMP" which term shall wherever the context so permit shall mean and include its succession in-interest, nominees, executors, administrators and transferees) of the first Party.

M/S Singapore Automobiles & Address, Dera Adda Multan having its office at Multan(herein offer referred to as M/S Singapore Automobiles(Suppliers) shall where ever the context so permit shall mean and include its nominees, executors, transferees and permitted assigns) on the second part.

Whereas, NHMP is a law enforcement agency, functioning under the laws of Pakistan intend and agree to purchase filtersfor miscellaneous official vehicles of N-5 Central II Multan.

Whereas, M/S Singapore Automobiles, (Suppliers) is a GST Registered firm intend and agree to provide filter sunder the following terms and conditions of the agreement.

The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below: -

(a) This form of Contract;

(b) the Form of Bid and the Price Schedule submitted by the Bidder;

(c) the Schedule of Requirements;



(e) the Special Conditions of Contract;

(f) the General Conditions of the Contract;

(g) the Procuring Agency's Letter of Acceptance;



general Terms and Conditions

particulars of Items:-

1	Particula				UNIT PRICE	TOTAL PRICE
5.	Item Description	Type Of Vehicle	Specification	QΤΥ	(Including All Taxes)	(Including All Tayes)
/ HO.	Oil Filter	Prado	90915-30002/ Toyota	8	2388	19104 327200
1	Oil Filter	Car	04152-YZZA6/ Toyota	400	968	351273
1	F. I Filter	Van, ISUZU/	an, ISUZU/ Rivo 23390-0L070/ Toyota	26	1302	34052
8				12	2509	102108
19	Fuel Filter	Generator	4461492/ Perkin	15	1445	21575
10	Fuel Filter	Van	23390-YZZA1/ Toyota	+	1209	3627
11	Air Filter	Ambulance(old)	GDA-865/ Guard	3	1203	
		ISUZU	D MAX 89814-02650/	12	2300	27500
13			ISUZU	7	2467	17269
14	Air Filter	Prado(Diesel)	17801-30040/ Toyota	5	3389	16945
16	Air Filter	Parado	17801-31090/ Toyota	-	2709	21572
18	Air Filter	Hiace	17801-30070/ Toyota	8	999	119220
21	AC Filter	Misc. Vehicles	87139-30040/ Toyota	120	333	771023
-21	110 Tiller	Grand Tota	1	616		7,200

All filters will be taken as per approved specification of the department.

Delivery:- The M/S Singapore Automobiles shall deliver all the items at LHQ N-5,C-II Multan, near Babar Chowk Southern Bypass Multan , District Multan within 15 days for filters from the date of supply order. According to PPRA Rules 2022 S.R.O. No.700 (IO/2022 section III, (F. award of contract) BDS clause no.35 and ITB clause no 40.1, the procuring department/agency can reduce or increase the quantity of tender items by 15%. The Financial/Purchase Committee under chairmanship of Sector Commander may decide to reduce the quantity of certain items after evaluating the needs of all sectors.

Inspection:- Purchase/Inspection Committee of Sector N-5,C-II Multan shall examine and inspect all items at LHQ N-5,C-II Multan, near Babar Chowk Southern Bypass Multan, District Multan in accordance with the approved samples.

Supplier's Guarantee:-

The M/S Singapore Automobiles must supply and clearly state that the items being supplied by them are exactly, as per approved sample, absolutely free from materials and manufacturing defects and is in accordance with the specification/approved sample and quality. A certificate to this effect shall be furnished by the firm.

Warranty/Guarantee: - Warranty/Guarantee of the Filters shall be 4000/12000 km and whichever comes first from the date of delivery. Warranty/Guarantee of the items shall be according to the tender documents. Immature mortality of items within warranty period shall be

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WS Singapore Automobiles free of cost immediately. The firm will extend and the supplier firm will also be responsible for any loss that occurs de-

The payment shall be made within 02 month after delivery, inspection and satisfactory and satisfactory and satisfactory and symmetrications and conditions given in tender documents, and on production of and satisfactory and symmetrical invoice beauting Bank Account Number and Vender with ST invoice bearing Bank Account Number and Vender Number. zues Putice:

All taxes and duties expenses shall be paid by the suppliers as per Govt;

regulated Damages:-If the supplier fails to deliver any or all the Items of the specified standard went the section time period, the supplier shall deposit, without prejudice to other remedies under warract liquidated damages i.e., sum equivalent to 0.5% per week and maximum up to 20% of no total amount of contract would be imposed on the firm for delayed supplies.

sourity Deposit: - The supplier shall deposit a security equivalent to 10% (Rs.77109/-) of the activates of supply order (Rs.771088/-)in favor of DSP/CPO LHQs, Multan National Highways & Meternals Police, Multan, which shall remain with department till completion of warranty period.

Penalty for Fallure of Supply: - If firm fails to supply any or all the Items as per specification and required standard, 10% security amount (Rs.77109/-) will be forfeited and the un-supplied Items will be purchased at the risk and cost of the supplier. Action for blacklisting of the firm will also be hibiated.

Force Majeure:-

- a) The obligations of either party in relation to a sale by the Supplier shall be suspended to the extent that such performance is impeded or made unreasonably onerous by an occurrence beyond the centrel of the party affected (Force Majeure). Force Majeure Includes, but is not limited to, fire, gas/electricity supply disruptions, extreme weather, pandemics, war, extensive military mobilization affecting the performance of supplier, global supply chain disruptions, insurrection, selzure, embargo, caused by any such circumstance referred to above occurring after entering into this contract.
- b) If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure In writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or in electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Dispute Resolution:- In the event of any dispute arising out of this contract, either party shall Issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Parties, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.

NOTE:-

This agreement has been executed with the approval of Addl,IG (NHMP).

In case of any violation of the above terms and conditions, the responsibility for any loss or damage will lie on the supplier firm.

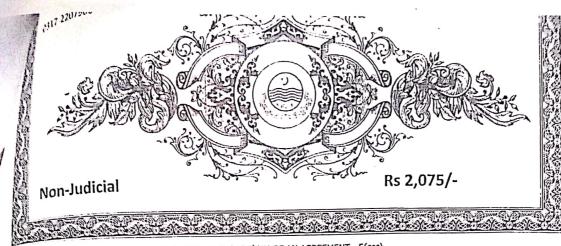
RAO MUHAMMAD IQBAL DSP/CPO (LHQ) N-5, CENTRAL-II MULTAN

Witness to the signatures of the Procuring Agency; ..

M/s SINGAPORE AUTOMOBILES MULTAN

Witness to the signatures of the Supplier:

36303-0944516-7



pescription

: AGREEMENT OR MEMORANDUM OF AN AGREEMENT - 5(ccc)

First Party

: Noman and Brothers [3002-0000000-0]

Second Party

: DSP CPO [36302-00000c-) u]

Agent

: Muhammad Noman [36602-3736166-7] : Noman and Brothers [36602-0000000-0]

Stamp Duty Paid by Issue Date

: 01-Jun-2023, 11:15:39 AM : 202329FC6DA86916

Paid Through Challan Amount in Words

: Two Thousand and Seventy Five Rupees Only

Please Write Below This Line

AGREEMENT

This agreement is made at LHQs N-5,C-II, Alfalah Orchard District Multan on 1st June, 2023.

Between

National Highways and Motorways Police having its office at Multan(here in offer referred to as "NHMP" which term shall wherever the context so permit shall mean and include its succession ininterest, nominees, executors, administrators and transferees) of the first Party.

And

M/S Noman & Brothers& Address, Peer Bukhari Colony Sui Gas Road Near Chowk BCG Road MumtazAbad Multan having its office at Multan(herein offer referred to as M/SNoman & Brothers(Suppliers) shall where ever the context so permit shall mean and include its nominees, executors, transferees and permitted assigns) on the second part.

Whereas, NHMP is a law enforcement agency, functioning under the laws of Pakistan intend and agree to purchase filtersfor miscellaneous official vehicles of N-5 CentralII Multan.

Whereas, M/S Noman& Brothers, (Suppliers) is a GST Registered firm intend and agree to provide filtersunder the following terms and conditions of the agreement.

The following documents shall be deemed to form and be read and construed as part of this Contract, In the event of any ambiguity or conflict between the Contract Documents listed below, the order of precedence shall be the order in which the Contract Documents are listed below: -

- (a) This form of Contract;
- (b) the Form of Bid and the Price Schedule submitted by the Bidder;
- (c) the Schedule of Requirements;
- (d) the Technical Specifications;
- (e) the Special Conditions of Contract;
- (f) the General Conditions of the Contract;
- (g) the Procuring Agency's Letter of Acceptance;

Noman & Brothers
Peer Bukhari Colony
Sui Gas Road Near Chowk
BCG Mumlazahad Multan



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September 2 Terms and Conditions

	5	Item pescription	Type Of Vehicle	Specification	710	UNIT PRICE (Including All Taxes)	TOTAL PRICE (Including All Taxes)
	.10.	Oil Filter	SC, D.C. Van.	docted the Colors	[100 [1200	100000
	1	Oil Filter	Ambulance & Generator	1500/41010 Foyota	l in	810	24100
	1	Oil Filter	Honda	18401-8 11-101 Toyota	4	795	3180
	استخسر	Oil Filter	Land	main SELVID	10	(187	11870
	6	Oil Filter	ISUZU	33100 Lepon	20	2465	64090
A	1-12	Air Filter	SC,DC	1°801-01/040 Toyota	10	2148	85920
1	13	Air Filter	Car	US01-0M020 Toyota	120	1317	158040
1	17	Air Filter	Generator	GDA0362 Guard	45	1302	58590
1	19	AC Filter	Prado	GDA004 Guard	15	610	9150
	20	AC Filter	Honda Car	GDA000 Guard	3	710	2130
	22	AC Filter	ISUZU	120/Tepon	(0)	2640	26400
			Grand Total		603	•	803670

All filters will be taken as per approved specification of the department.

<u>Delivery:</u>-The M/S Noman & Brothers shall deliver all the items at LHQ N-5,C-II Multan, near Babar Chowk Southern Bypass Multan, District Multan within 15 days for filters from the date of supply order. According to PPRA Rules 2022 S.R.O. No.700(I0/2022 section III, (F. award of contract) BDS clause no.35 and ITB clause no 40.1, the procuring department/agency can reduce or increase the quantity of tender items by 15%. The Financial/Purchase Committee under chairmanship of Sector Commander may decide to reduce the quantity of certain items after evaluating the needs of all sectors.

<u>Inspection:-</u> Purchase/Inspection Committee of Sector N-5,C-II Multan shall examine and inspect all items at LHQ N-5,C-II Multan, near Babar Chowk Southern Bypass Multan, District Multan in accordance with the approved samples.

Supplier's Guarantee:-

The M/S Noman & Brothers must supply and clearly state that the items being supplied by them are exactly, as per approved sample, absolutely free from materials and manufacturing defects and is in accordance with the specification/approved sample and quality. A certificate to this effect shall be furnished by the firm.

<u>Warranty/Guarantee:</u> Warranty/Guaranteeof the Filters shall be 4000/12000 km and whichever comes first from the date of delivery. Warranty/Guarantee of the items shall be according to the tender documents. Immature mortality of items within warranty period shall be replaced by the M/S Noman & Brothers free of cost immediately. The firm will extend its after sales services on spot. The supplier firm will also be responsible for any loss that occurs due to his supplies,

<u>Payments:</u> The payment shall be made within 02 month after delivery, Inspection and satisfactory report of items as per specifications and conditions given in tender documents, and on production of bill along with GST invoice bearing Bank Account Number and Vender Number.

Taxes/Duties:- All taxes and duties expenses shall be paid by the suppliers as per Govt; rules.

<u>Liquidated Damages:</u> If the supplier fails to deliver any or all the items of the specified standard within the specified time period, the supplier shall deposit, without prejudice to other remedies under the contract, liquidated damages i.e., sum equivalent to 0.5% per week and maximum up to 20% of the total amount of contract would be imposed on the firm for delayed supplies.

<u>Security Deposit:</u> The supplier shall deposit a security equivalent to 10% (Rs.80367/-) of the total value of supply order (Rs.803670/-)in favor of DSP/CPO LHQs, Multan National Highways & Motorways Police, Multan, which shall remain with department till completion of warranty period.

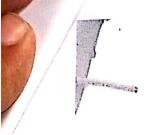
Penalty for Failure of Supply: - If firm fails to supply any or all the Items as per specification and required standard, 10% security amount (Rs.80367/-) will be forfeited and the un-supplied Items will be purchased at the risk and cost of the supplier. Action for blacklisting of the firm will also be initiated.

Noman & Brothers

Peer Bukhari Colony
Sui Gas Road Near Chowl

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Force Majeure:-

(a) The obligations of either party in relation to a sale by the Supplier shall be suspended to the extent that such performance is impeded or made unreasonably onerous by an occurrence beyond the control of the party affected (Force Majeure). Force Majeure Includes, but is not limited to, fire, gas/electricity supply disruptions, extreme weather, pandemics, war, extensive military mobilization affecting the performance of supplier, global supply chain disruptions, insurrection, seizure, embargo, caused by any such circumstance referred to above occurring after entering into this contract.

If a Party (hereinafter referred to as "the Affected Party") is or will be prevented from performing its substantial obligation under the contract by Force Majeure, it shall give a Notice to the other Party giving full particulars of the event and circumstance of Force Majeure in writing or in electronic forms that provide record of the content of communication of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing or In electronic forms that provide record of the content of communication, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Dispute Resolution:- In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to settle the dispute amicably. The parties hereto shall, within twenty-eight (28) days from the notice date, use their best efforts to settle the dispute amicably through mutual consultations and negotiation. Any unsolved dispute may be referred by either party to an arbitrator that shall be appointed by mutual consent of the both parties After the dispute has been referred to the arbitrator, within 30 days, or within such other period as may be proposed by the Partles, the Arbitrator shall give its decision. The rendered decision shall be binding to the Parties.

NOTE:-

This agreement has been executed with the approval of Addl.IG (NHMP)

In case of any violation of the above terms and conditions, the responsibility for any

loss or damage will lie on the supplier firm.

M/S Noman & Brothers, Address Peer Bukhari Colony, Sui Gas Road Near Chowk BCG,

Mumtazabad Multan

Noman & Brothers Pear Bukhari Colony Sui Gas Road Near Chowk BCG Mumtazabad Multan

Witness .01 Muhammad Subhan 36602-3832116-7

01. Witness

Rao Muhammad Iqbal,

DSP/CPO Line Head Qaurter

N-5,CENTRAL-II MULTAN

Witness .02 Allah Ditta Javed

36602-9982465-1

Witness .02

303-1006251-9