Bidding Documents

FOR

**, 2011) – For submission to HOPs (July 28, 2011)**

**Provision of Winter Uniform (2023-24) to Entitled Liveried Staff of OPF Throughout Pakistan**

|  |
| --- |
|  |

**Overseas Pakistanis Foundation**

**Ministry of Overseas Pakistanis & HRD**

**27th November, 2023**

**Table of Contents**

|  |  |
| --- | --- |
| Invitation for bids…………………………………………………………………………………………………… | 3 |
| iNSTRUCTIONS TO BIDDERS (itb) …………………………………………………………………………………. | 4-9 |
| Schedule of Requirements……………………………………………………………………………………….. | 10 |
| BidSubmissionForm………………………………………………………………………………………………….. | 11 |
| PriceS Schedules………………………………………………………………………………………………………… | 12 |
| TERMS & Conditions of Contract……………………………………………………………………………. | 13-14 |

**Invitation for Bids**

Dated: *27th November, 2023*

1. Overseas Pakistanis Foundation (OPF) is working for the welfare of Overseas Pakistanis working abroad and their families living in Pakistan, under the administrative control of Ministry of Overseas Pakistanis & HRD Government of Pakistan.

2. OPF invites sealed bids from well reputed Income Tax/GST (Registered) firms / tailors for provision of the Uniform items for its entitled liveried staff deputed at OPF head office, Islamabad and regional offices across Pakistan.

3. Bidding shall be conducted through Open Competitive Bidding **(Single Stage-One Envelope method)**, and is open to all eligible bidders as defined in the bidding documents. Bidders are directed to submit their bids in accordance with the instructions given in the bidding documents and must comply with the Terms & Conditions.

5. Sealed Bids must be delivered to the office of the Director (Administration), Overseas Pakistanis Foundation Head Office, Sector G-5/2, Islamabad **till 1100 hours latest by 12th December, 2023** and must be accompanied by a bid security of the fixed amount specified in the ***'Schedule of Requirements'*** in form of CDR, Pay Order, Demand Draft etc., in favour of Overseas Pakistanis Foundation, Islamabad.

6. Bids will be opened in the presence of bidders’ representatives who choose to attend at **1200 hours** on the same date.

7. The bidders are required to give their best and final prices as no negotiations are allowed. Taxes will be deducted as per applicable government rules. NTN, Sales Tax registration certificates must be provided.

8. For obtaining any further information or clarifications, please contact in the office of the undersigned.

|  |
| --- |
| **Director (Administration) Overseas Pakistanis Foundation, Head Office, Shahrah-e-Jamhuriat, Sector G-5/2, Islamabad Ph. No. 051-9048217-18, 9048412 Email:** [**admin.opf@opf.org.pk**](mailto:admin.opf@opf.org.pk) |

**Instructions to Bidders (ITB)**

Eligibility of Bidders & Cost of Bidding

1. Eligible Bidders

1.1 This Invitation for Bids is open for well reputed Income Tax / GST registered firms/tailors completing all the documentary requirements in accordance with ITB Clause 8.

1.2 Bidders shall not be under a declaration of blacklisting by any Government department or Public Procurement Regulatory Authority (PPRA).

1. Cost of Bidding

2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid. Overseas Pakistanis Foundation will not be liable for those costs, regardless of the conduct or outcome of the bidding process.

Bidding Documents

1. Content of Bidding Documents

3.1 The services required, bidding procedures, and terms & conditions are prescribed in the bidding documents. In addition to the Invitation for Bids, the Bidding Documents include:

1. Instructions to Bidders (ITB).
2. Schedule of Requirements.
3. Bid Submission Form.
4. Prices Schedule.
5. Terms & Conditions of Contract.

3.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in the rejection of its bid.

1. Clarification of Bidding Documents

4.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Director (Admin), OPF Head Office, Islamabad in writing or by email. OPF will respond in writing to any request for clarification of the bidding documents which it receives no later than three (3) days prior to the deadline for the submission of bids.

1. Amendment in Bidding Documents

5.1 At any time prior to the deadline for submission of bids, OPF may modify the bidding documents by amendment.

5.2 All prospective bidders that have received the bidding documents will be notified of the amendment in writing or by email, and will be bidding on them.

5.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, OPF, at its discretion, may extend the deadline for the submission of bids.

Preparation and Submission of Bids

1. Language of Bid

6.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and OPF shall be written in English or Urdu. Supporting documents and printed literature furnished by the Bidder may be in the same language.

1. Preparation & Submission of Bids

7.1 Bidders shall submit a bid comprising a single sealed package containing, separately, ‘Financial Proposal’ and ‘Technical Proposal’ (if any). Name of the firm and subject of procurement should clearly be mentioned on the envelope

1. Documents to be provided

8.1The bidders are required to attach the following documents with the "bid": -

* 1. Detail of all quoted items alongwith brand name (if any) **printed on the letterhead of the firm.**
  2. Proof of firm’s active Income Tax & Sales Tax Registration.
  3. Declaration from the bidder on Stamp Paper that it has not been blacklisted by any government / semi-government department for participating in Tenders.
  4. Accounts Statement of business account of the bidder from a scheduled bank last 6 six months (June, 2023 to November, 2023) having a total turnover of at least Rs. 3 million justifying bidder’s financial strength to undertake the project.
  5. ‘Bid Submission Form' as per format specified in these bidding documents, **printed on the letterhead the firm**, duly filled with authorized signatures and seal of the firm.
  6. ‘Prices Schedule' as per format set in these bidding documents, **printed on the letterhead of the firm**, duly filled in by the bidder alongwith authorized signatures and seal of the firm.
  7. Earnest Money / Bid Security of the fixed amount as specified in the *'Schedule of Requirements'* in shape of Pay Order / Bank Draft etc. in favour of Overseas Pakistanis Foundation (OPF), Islamabad

1. Samples to be provided with the bid

9.1 Every bidder shall provide, along with its bid, a sample of one unstitched fabric and one stitched sample for all the quoted items.

9.3 Samples of unsuccessful bidders shall be released / returned after the award of Work Order to the successful bidder(s) whereas samples of the successful bidder(s) shall be returned after final release of the payment.

1. Bid Security

10.1 The Bid Security is required to protect OPF against the risk of Bidder’s conduct which would warrant the security’s forfeiture, pursuant to ITB Clause 10.6.

10.2 The bid security should be valid for at least thirty (30) days beyond the validity of bid.

10.3 Bid Security of unsuccessful bidders’ will be discharged or returned as promptly as possible after the announcement of Bid Evaluation Report.

10.5 Bid Security of the successful bidder shall be released after final release of the payment.

10.6 The bid security may be forfeited:

1. If a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form; or
2. In case of a successful Bidder, if the Bidder fails to deliver the items on the quoted rates during the period of bid validity without any prior waiver.
3. Deadline for Submission of Bids

11.1Bids must be received at the office of the Director (Administration), OPF Head Office, Islamabad till **1100 hours latest by 12th December, 2023.**

11.2 OPF may, at its discretion, extend this deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 5.

11.3 Any bid received after the deadline for submission of bids pursuant to the above clause will be rejected and returned unopened to the Bidder.

1. Modification and Withdrawal of Bids

12.1 The Bidder may modify or withdraw its bid after the bid’s submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by OPF prior to the deadline prescribed for submission of bids.

12.2 No bid may be modified after the deadline for submission of bids.

12.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security, pursuant to the ITB Clause 9.5.

1. Bid Currencies

13.1 Prices shall be quoted in **Pak Rupees**.

1. Period of Validity of Bids

14.1 Bids shall remain valid for the period of at least **60 days** after the date of bid opening. A bid valid for a shorter period shall be rejected by OPF as non-responsive.

14.2 In exceptional circumstances, OPF may solicit the Bidder’s consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by email). The bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

**Opening and Evaluation of Bids**

1. Opening of the Bids

15.1 Bids received within the prescribed deadline will be opened in the presence of bidders’ representatives who choose to attend, at 1200 hours on the day of deadline for submission of bids.

1. Evaluation of Bids

16.1 Initially, OPF will examine the documents submitted by the bidders in accordance with the ITB Clause 8, and to determine the completeness and substantive responsiveness of each document submitted.

16.2 OPF will further evaluate the samples of fabric and stitching submitted by the bidders to determine whether the samples are according the required specifications / quality.

16.3 OPF shall notify Bidders who have been rejected on the grounds of their technical proposals being substantially non-responsive.

16.4 OPF will further evaluate the Financial Proposals of substantially responsive bids and whose quoted specifications / standards are according to requirements.

16.5 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the bidder does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.

16.6 At any time during the evaluation of the bids, OPF may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response thereto shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.

16.7 The bid found substantially responsive, meeting the specifications / requirements of OPF as well as lowest in cost shall be declared the most advantageous bid and selected for award of Purchase/Work Order. Lot wise Work Order would be issued to the bidder quoting the lowest consolidated rates for all items.

1. Bid Evaluation Report

17.1 As per Rule 35 of Public Procurement Rules, 2004, Bid Evaluation Report will be announced at least 15 days prior to the award of purchase/work to the successful bidder(s).

1. Redressal of Grievances

18.1 In accordance with PPRA rule 48, any bidder feeling aggrieved by any act of OPF in procurement process, may lodge a written complaint to committee constituted by OPF for this purpose, concerning his grievances within seven days of announcement of the technical evaluation report and five days after issuance of final evaluation report.

Award of Work Order

1. Award Criteria

19.1 OPF will issue the Work Order to the successful Bidder whose bid is determined to be substantially responsive and the most advantageous bid in accordance with clause 16 of ITB. OPF will award the Work Order prior to the expiration of the period of bid validity.

1. Right to Vary Quantities at the Time of Award

20.1 OPF reserves the right, within the period of bid validity, to increase or decrease the quantity of items and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

1. Right to Accept or Reject All Bids

21.1 OPF reserves the right to reject all bids, and to annul the bidding process at any time prior to contract award, without assigning any reason.

1. Corrupt or Fraudulent Practices

22.1 OPF requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:

1. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
2. “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of OPF.
3. “collusive practice” is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels for any wrongful gains, and to deprive OPF of the benefits of free and open competition;

22.2 OPF will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

**Schedule of Requirements**

The following Uniform Items are required to be prepared and delivered at the below specified addresses: -

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Lot No. 1** | | | | |
| **Sr. No.** | **Particulars** | **Qty.** | **Specification / Quality** | **Bid Security Required** |
|  | White Shalwar Qameez (Gents, Stitched) | 154 | Winter Stuff, Grace or Equivalent, Fine Quality, Double Stitched Seam, Overlocked | **Rs. 41,000/-** |
|  | Unstitched Fabric for White Shalwar Qameez (Gents) | 54 | Winter Stuff, Grace or Equivalent, Fine Quality |
|  | White Shalwar Qameez (Ladies, Stitched) | 4 | Winter Stuff, Grace or Equivalent, Fine Quality, Overlocked |
|  | Unstitched Fabric for White Shalwar Qameez (Ladies) | 4 | Winter Stuff, Grace or Equivalent, Fine Quality, |
|  | Black Shawls (Ladies) | 4 | Wool or Equivalent, Fine Quality |
|  | Navy-Blue Pant, Sky-Blue Shirt (Stitched) | 34 | Winter Stuff, Lawrencepur Pant/Gul Ahmed Shirt or Equivalent |
|  | Unstitched Fabric for Navy-Blue Pant, Sky-Blue Shirt | 28 | Winter Stuff, Lawrencepur Pant/Gul Ahmed Shirt or Equivalent |
|  | Brown Shalwar Qameez (Gents, Stitched) | 22 | Winter Stuff, Grace or Equivalent, Fine Quality, Double Stitched Seam, Overlocked |
|  | Unstitched Fabric for Brown Shalwar Qameez (Gents) | 2 | Winter Stuff, Grace or Equivalent, Fine Quality |
|  | Brown Shalwar Qameez (Ladies, Stitched) | 2 | Winter Stuff, Grace or Equivalent, Fine Quality, Overlocked |
|  | Brown Shawls (Ladies) | 1 | Wool or Equivalent, Fine Quality |
| **Delivery Addresses: -**  OPF Head Office, Shahrah-e-Jamhuriat, Sector G-5/2, Islamabad. | | | | |
| **Conditions:**   1. Bidders are required to provide, alongwith their bid, one unstitched and one stitched sample of all quoted items. 2. Bidders are required to submit their bid for all items. Quoting one or more selected item would lead to rejection of the bid entirely. 3. A bidder quoting lowest consolidated rates for all items will be declared successful. 4. Completion / Delivery time of four weeks shall be allowed to the successful firm(s) after award of Work Order. | | | | |

### Bid Submission Form

Date:

No:

To,

**Director (Administration),**

OPF Head Office,

Shahrah-e-Jamhuriat, G-5/2,

**Islamabad.**

Having examined the bidding documents*,* we, the undersigned, offer to supply and deliver the required Winter Uniform 2023-24 in conformity with the said bidding documents for the sum of Rs. *\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_* asascertained in accordance with the Schedule of Prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

We agree to abide by this Bid for a period of **60 days** from the date fixed for Bid opening, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_\_\_\_\_.

*(Date) (Month) (Year)*

***Authorized Signatures Seal of the Firm***

### Prices Schedules

Bidders are advised to carefully read the conditions below, fill the columns of Unit Price and Total Price alongwith authorized signature & seal of the firm: -

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sr. No.** | **Item Name** | **Specifications** | **Qty** | **Unit Price (Incl. Tax)** | **Total Price (Incl. Taxes)** |
| 1 | Fabric for White Shalwar Qameez (Gents) | As mentioned in the technical proposal | 208 |  |  |
| 2 | Stitching Charges for White Shalwar Qameez (Gents) | As mentioned in the technical proposal | 154 |  |  |
| 3 | Fabric for White Shalwar Qameez (Ladies, Stitched) | As mentioned in the technical proposal | 8 |  |  |
| 4 | Stitching Charges for White Shalwar Qameez (Ladies) | As mentioned in the technical proposal | 4 |  |  |
| 3 | Black Shawls (Ladies) | As mentioned in the technical proposal | 4 |  |  |
| 4 | Fabric for Navy-Blue Pant, Sky Blue Shirt | As mentioned in the technical proposal | 34 |  |  |
| 5 | Stitching Charges for Navy-Blue Pant, Sky-Blue Shirt | As mentioned in the technical proposal | 28 |  |  |
| 5 | Fabric for Brown Shalwar Qameez (Gents) | As mentioned in the technical proposal | 22 |  |  |
| 6 | Stitching Charges for Grown Shalwar Qameez (Gents) | As mentioned in the technical proposal | 20 |  |  |
| 6 | Fabric for Brown Shalwar Qameez (Ladies) | As mentioned in the technical proposal | 2 |  |  |
| 7 | Stitching Charges for Brown Shalwar Qameez (Ladies) | As mentioned in the technical proposal | 2 |  |  |
| 7 | Brown Shawls (Ladies) | As mentioned in the technical proposal | 1 |  |  |
| **Grand Total** | | | | |  |
| **Conditions:**   1. Completion / delivery time shall be **Four weeks** from the award of confirmed work order. 2. The prices quoted above are inclusive of all applicable taxes and delivery charges to OPF Head Office, Islamabad. 3. Bid shall be valid for a period of **60 days** from the closing date of bids**.** | | | | | |

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name of the Firm Authorized Signature & Stamp**

**TERMS & CONDITIONS of contract**

1. Applicability

1.1 The Procurement Contract shall come into force from the date of award of work order for 'procurement of winter uniform 2023-24 to entitled liveried staff of OPF throughout Pakistan’ to the successful bidder. The work order shall be issued within the period of validity of the bid i.e. 60 days of the closing date of the Tender.

1. Scope

2.1 These Conditions shall apply to the contract between Overseas Pakistanis Foundation and the successful bidder, hereinafter called ‘The Supplier’, for Provision of Winter Uniform 2023-24 to Liveried Staff of OPF throughout Pakistanas per details mentioned in the *Schedule of Requirements.*

1. Measurement of Officials for Uniform

3.1 Measurements of the officials deputed at OPF Head Office shall be taken by Supplier itself at OPF Head Office, Islamabad, while unstitched fabric for the officials deputed at Regional Offices would be delivered by the Supplier at OPF Head Office, ISB.

1. Taxes/Duties and Carriage & Handling

4.1 The Supplier shall be entirely responsible for all taxes, duties, Carriage & Handling expenses etc., incurred until delivery of the items to the respective premises as specified in the Schedule of Requirements. No extra payment on account of taxes/duties shall be paid except the quoted amount.

1. Prices

5.1 Prices charged by the Supplier for Goods delivered and Services performed shall not vary from the prices quoted by the Supplier in its bid.

1. Release of Payment

6.1 The supplier shall submit its original invoice alongwith sales tax invoice and Delivery Challan duly signed by the receiving officials in the main store of OPF head office, ISB after completing the deliveries.

6.2 Upon receiving the invoice, OPF will release payment to the supplier within a period of 45 days. However, payment will be processed only if performance / quality standard obligations are complete.

1. Resolution of Disputes

7.1 OPF and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

1. Liquidated damage

8.1 In case of completion of work beyond the schedule mentioned in the Work Order, OPF reserves the right to impose a penalty upto 10% of the total amount as per following details, unless prior waiver is obtained from OPF by the contractor explaining the circumstances beyond its control:

1st Week 0.50%

2nd Week 1.00%

4th Week 2.00%

6th Week 3.00%

8th Week 4.00%

10th Week 5.00%

12th Week 6.00%

14th Week 7.00%

16th Week 8.00%

18th Week 9.00%

20th Week 10.00%

1. Arbitration

9.1 In case of a dispute in the contract, case will be put up to the Managing Director, OPF for arbitration / final decision.