



Nasar Enterprises®

Govt. Contractor &
General Order Suppliers

ناصر انٹرنیٹ پرائز گورنمنٹ کنٹریکٹس اینڈ جنرل آرڈر سپلائرز

Ref No. NIA/1924

Date 08/04/2024

To,

The Managing Director,
Balochistan Public Procurement Authority, (BPPRA)
Quetta,

Subject:- APPEAL UNDER RULE-56-A OF THE BPPRA RULE-2014

R/Sir

That, the impugned Evaluation Report for the Procurement of Uniform for Entitled Staff S&GAD (Summer & Winter) issued by the Procurement Committee is illegal, unlawful, without proper scrutiny of record and contrary to laws & fact available on record, thus the same is liable to be set aside.

1. We, M/s Nasar Enterprises, hereby submit our appeal under Rule 56-A of the BPPRA Rule-2014 regarding the decision made by the Procurement Committee. Despite submitting our grievances to the Grievance Redressal Committee (copies is enclosed), we regret to inform you that the Grievance Redressal Committee has failed to provide a decision within the stipulated time frame.

2. We M/s Nasar Enterprises Quetta is duly registered with the Federal Board of Revenue Income Tax Department and the General Sales Tax Department. Our firm has a longstanding track record of working with various government departments as a General Order Supplier, specializing in the procurement and supply of a wide range of goods and equipment.

Flat No 29 First Floor
Civic Center Engel Road,
Near M.A Jinnah Road, Quetta.

Ph: 081-2866005
E-mail: nasarquetta@yahoo.com



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Ref No. _____

Date _____

3. The Tender Notice under TSE-232401370781 published by the Services & General Administration Department (S&GAD) in leading newspapers Quetta as well as published on the BPPRA website. The tender notice invites e-bids through the EPRS Single Stage Two Envelope procedure under BPPRA Rule-2014 for the Purchase of Uniform for Entitled Staff of S&GAD for both summer and winter seasons, with the indicated closing date of 29th January 2024 at 12:00 pm.

4. In response of above advertisement we M/s Nasar Enterprises, has successfully participated in the tender competition for the Purchase of Uniform for Entitled Staff of S&GAD, as advertised under tender notice TSE-232401370781 and the bid proposal prepared and submitted in accordance with bidding documents, eligibility criteria and technical specifications outlined by the S&GAD through EPRS System.

5. As stated that the Evaluation Report published on the BPPRA website explicitly states that our firm was declared non-responsive on the basis in the eligibility assessment factor of Sales Tax Registration. The reason provided for unjust determination is that our Sales Tax Registration is categorized as that of a wholesaler without any justification.(copy of evaluation report is enclosed)

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Ref No. _____

Date _____

6. We wish to draw your attention to the fact that the department has clearly violated the Rule-34 of the BPPRA Rule-2014 by unlawfully non-responsive our firm during evaluation of eligibility assessment. According to the eligibility criteria outlined in the bidding documents, the requirement for Sales Tax Registration solely necessitates a valid Sales Tax Registration certificate. No specific categorization or additional criteria were mentioned in the bidding documents. (Copy of bidding documents is enclosed)

7. As per Rule-34 of the BPPRA Rule-2014, it is mandated that Procuring Agencies formulate appropriate and unambiguous evaluation criteria, which must be clearly listed in the bidding documents. These criteria serve as the basis against which bids are evaluated, and any failure to provide such clear and unambiguous evaluation criteria constitutes mis-procurement is as under:-

According to Rule-34 of BPPRA Rule-2014 that Evaluation Criteria.— The Procuring Agencies shall formulate an appropriate and unambiguous evaluation criteria, listing all the relevant information against which a bid is to be evaluated and criteria of such evaluation shall form an integral part of the bidding documents. The failure to provide a clear and unambiguous evaluation criteria in the bidding documents shall amount to mis-procurement.



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Ref No. _____

Date _____

8. In the tender evaluation process, it has become apparent that the evaluation criteria for Sales Tax Registration lacked clarity and specificity in the bidding documents. Our firm was unfairly deemed non-responsive based on the assertion that our Sales Tax Registration was categorized as that of a wholesaler without any justification. However, it is evident that such categorization was not clearly mentioned in the bidding documents.

Keeping in view the above mentioned facts, it is humbly requested that the above mentioned grievances may kindly be readdressed in the interest of fair justice

Thanking you

Regards,

MUHAMMAD ANWAR NASAR
Chief Executive
M/s Nasar Enterprises

cc.

- The Chief Secretary Government of Balochistan Civil Secretariat Quetta for information and necessary action.
- The Secretary S&GAD Civil Secretariat Quetta for information and necessary action.
- Transparency International Pakistan. Address: Plot 72F/2, Floor 1, 9th Street, Jami Commercial Street 11, D.H.A. Phase 7 Phase 2 Commercial Area Defence Housing Authority, Karachi, Karachi City, Sindh 75500.



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ناصر انٹرنیٹ پرائزز

گورنمنٹ کنٹریکٹنگ ایجنڈ جنرل آرڈر سپلائرز

Ref No. NE/70/2224

Date 12-03-2024

جناب سکریٹری ایس اینڈ جی اے ڈی کوئٹہ

عنوان: ٹینڈر بارے میں شفافیت

جناب عالی

تذکرہ سے ہے کہ جناب سے زیر سابقہ شائع کردہ ٹینڈر برائے لوہیٹارم میں جلدی فرم کے حلقہ میں تھا۔ لیکن بیماری فرم کو ٹینڈر لینے کے بعد Evaluation پورٹ میں In-Eligible ظاہر ہوا ہے۔ یہ سبلی وہم ہے یا نہیں اس کے بارے میں فرم کو آگے بھرنے کی ضرورت ہے۔

جناب عالی! ٹینڈری شرطوں میں نہیں ہے نہ ذکر نہیں کیا ہے کہ ہر سبلی مذکورہ ٹینڈر میں حلقہ میں لے سکتا ہے۔ جناب کے ٹینڈر کے تمام مطلوبہ کاغذات بیماری فرم کے پاس لے آئے ہیں، اس کے باوجود بیماری فرم کو ناقابل ظاہر کرنا سراسر زیادتی ہے۔

جناب سے گزارش ہے کہ اس ٹینڈر میں سراسر اسٹمدافنڈ کرنے کے ٹینڈر کی شفافیت کو نقصان پہنچنے سے روکنے کی کوشش کریں، تاکہ تمام ٹرن ٹرنی کارڈر کی پوری کی جاسکے اور کسی محفل میں شخص کو تفریح نہ دیا جاسکے۔

جناب سے گزارش ہے جلد از جلد بیماری اسکی درخواست پر غور فرمائیں تاکہ بیماری شفافیت کو یقینی بنایا جاسکے اور ٹینڈر کی شفافیت کو یقین دلایا جاسکے۔

ایس ایس ڈی ڈی

دعا فرماتے ہیں
ناصر انٹرنیٹ پرائزز
کوئٹہ

BPPRA
Received Today
Date / /
Time:

Flat No 29 First Floor
Civic Center Engel Road,
Near M.A Jinnah Road, Quetta.

Ph: 081-2866005
E-mail: nasarquetta@yahoo.com



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Ref No. NE/70/23-24

Date 12-03-2024

قسم جناب سید پریری الحسن انڈی ایچ ڈی کوئٹہ

عنوان: ٹینڈر بارے شکایت

جناب بی بی!

تذراش ہے کہ جناب کے زیر سپاہیہ شائع کردہ ٹینڈر ممبرائے کونٹریکٹنگ ایجنڈ جنرل آرڈر سپلائرز میں ہماری فرمائش نہ تھی۔ لیکن ہماری فرمائش کو ٹینڈر مکمل کے بعد Evaluation رپورٹ میں In-Eligible ظاہر کیا گیا ہے۔ جسکی وجہ یہ بتائی گئی ہے کہ ہماری فرمائش کا آئی سٹیمپنگ ہولڈنگ ہے۔

جناب بی بی! ٹینڈر میں ہمیں بھی یہ ذکر نہیں کیا گیا کہ ہولڈنگز ذکورہ ٹینڈر میں حصہ لینے کے لئے۔ جناب کے ٹینڈر کے تمام مطلوبہ کاغذات ہماری فرمائش میں جمع کروائے ہیں۔ اس کے باوجود ہماری فرمائش کو ناقابل ظاہر کرنا سراسر زیادتی ہے۔

جناب سے گزارش ہے کہ اس ٹینڈر میں براہ راست مداخلت کر کے ٹینڈر کی شفافیت کو متاثر نہ ہونے سے روکیں تاکہ تمام متقاضی کارروائی پوری کی جاسکے اور کسی شخص کو فائدہ نہ دیا جاسکے۔

جناب سے گزارش ہے کہ ہماری اس درخواست پر جلد از جلد ٹینڈر کی یہ تاخیریں ختم کر دی جائیں۔

آپ کی عین گزارش ہوئی
درخواست گزار
ناصر انٹرنیٹ پرائزز
کوئٹہ

ماہی ٹوبی سیرا
12/3/24



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ناصر انٹرنیٹرز گورنمنٹ کنٹریکٹری اینڈ جنرل آرڈر سپلائرز

Ref No. N-E/S&GAD/BPPRA-079

Date 25-03-2024

Page. 1/3

To,

The Chairman,
Complaint & Rederssal Committee,
Through the Secretary Services & General Administration
Department Civil Secretariat, Quetta.

**Subject:- APPLICATION FOR GRIEVANCES UNDER RULE 56 OF THE BPPRA
RULE-2014 FOR THE PROCUREMENT OF UNIFORM FOR ENTITLED
STAFF OF S&GAD (SUMMER & WINTER) TSE-232401370781**

R/Sir

In continuation of our grievances even dated 14/03/2024
addressed to Secretary S&GAD Quetta against the procurement of Uniform
FOR ENTITLED STAFF OF S&GAD (SUMMER & WINTER) TSE-
232401370781. (copy enclosed)

That, the impugned Evaluation Report for the Procurement
of Uniform for Entitled Staff S&GAD (Summer & Winter)
issued by the Procurement Committee is illegal, unlawful,
without proper scrutiny of record and contrary to laws & fact
available on record, thus the same is liable to be set aside.
The applicant is hereby submit their grievances against the
same is as under:-

1. We M/s Nasar Enterprises Quetta is duly registered with the
Federal Board of Revenue Income Tax Department and the General
Sales Tax Department. Our firm has a longstanding track record of
working with various government departments as a General Order

Flat No 29 First Floor
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Balochistan Public Procurement
Regulatory Authority

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25/3/24



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Ref No. N.E/S&GAD/BPPRA-079

Date 25-03-2024

Page: 1/38

To,

The Chairman,
Complaint & Rederssal Committee,
Through the Secretary Services & General Administration
Department Civil Secretariat, Quetta.

Subject:- APPLICATION FOR GRIEVANCES UNDER RULE 56 OF THE BPPRA RULE-2014 FOR THE PROCUREMENT OF UNIFORM FOR ENTITLED STAFF OF S&GAD (SUMMER & WINTER) TSE-232401370781

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That, the impugned Evaluation Report for the Procurement of Uniform for Entitled Staff S&GAD (Summer & Winter) issued by the Procurement Committee is illegal, unlawful, without proper scrutiny of record and contrary to laws & fact available on record, thus the same is liable to be set aside. The applicant is hereby submit their grievances against the same is as under:-

1. We M/s Nasar Enterprises Quetta is duly registered with the Federal Board of Revenue Income Tax Department and the General Sales Tax Department. Our firm has a longstanding track record of working with various government departments as a General Order

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گورنمنٹ کنٹریکٹس اینڈ جنرل آرڈر سپلائرز
ناصر انٹرنیٹرز

No. _____

Date _____

responsive based on the assertion that our Sales Tax Registration was categorized as that of a wholesaler without any justification. However, it is evident that such categorization was not clearly mentioned in the bidding documents.

Keeping in view the above mentioned facts, it is humbly requested that the above mentioned grievances may kindly readdressed in the interest of fair justice

Thanking you

Regards

MUHAMMAD ANWAR NASAR
Chief Executive
M/s Nasar Enterprises



CC.

- The Chief Secretary Government of Balochistan Civil Secretariat Quetta for information and necessary action.
- The Managing Director BPPRA Quetta with request for necessary action.
- The Secretary S&GAD Civil Secretariat Quetta for information and necessary action.
- Mr. Advocate Danyal Muzaffar Trustee/ Legal Advisor Transparency International Pakistan. Address: Plot 72F/2, Floor 1, 9th Street, Jami Commercial Street 11, D.H.A. Phase 7 Phase 2 Commercial Area Defence Housing Authority, Karachi, Karachi City, Sindh 75500.

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BPPRA

S&GAD

COMPLETE EVALUATION REPORT FOR THE PROCUREMENT OF
Procurement of Uniform for Entitled Staff of S&GAD
(Summer & Winter)

TSE-232401370781

Dated: 14 March, 2024

Prepared By: Hamidullah Nasar (Section Officer)

EVALUATION REPORT

Procuring Agency Name
S&GAD

TSE#
TSE-232401370781

Procurement Title
Procurement of Uniform for Entitled Staff of S&GAD (Summer & Winter)

Estimated Approved Budget
15,100,000

Published at BPPRA
08 January, 2024

Published by DGPR

Evaluation Criteria
Least Cost Selection

Evaluation Type
Package Wise

Bidding Procedure
Single Stage Two Envelope Bidding Procedure

Bid Validity Period(Days)
90

Bid Submission Deadline DateTime
29 January, 2024 12:00 PM

Technical Bids Opening Date Time
29 January, 2024 01:00 PM

Tender Evaluation Date
08 March, 2024

Financial Bid Opening Date
14 March, 2024

Handwritten signatures and scribbles, including a large signature that appears to read 'D. ...' and another signature below it.

SUMMARY OF BIDS EVALUATION

No. of Bid received

6

No. of Present representative

0

No. of Absent representative

6

Eligible Bidders

5

Non-Eligible Bidders

1

The image contains several handwritten marks. On the left, there is a large, dark scribble. In the center, there is a stylized signature that looks like 'N'. To the right, there is a long, horizontal signature that appears to be 'S. J. ...'. Below this signature is another scribble.

DETAILED BIDDER'S ELIGIBILITY ASSESSMENT

M/S. GHAZNAVI CONTRACTORS GENERAL ORDER SUPPLIERS (42466639)

S.No	Bidder Factor	Eligibility	Fulfill Requirement Yes/No	Reason of Ineligibility
1	Small Industries Department Registration		YES	GHAZNAVI CONTRACTORS GENERAL ORDER SUPPLIERS fulfills requirements of Small Industries Department Registration
2	Non Blacklisted Certificate		YES	GHAZNAVI CONTRACTORS GENERAL ORDER SUPPLIERS fulfills requirements of Non Blacklisted Certificate
3	Sales Tax Registration		YES	GHAZNAVI CONTRACTORS GENERAL ORDER SUPPLIERS fulfills requirements of Sales Tax Registration
4	Status As Active Tax Payer		YES	GHAZNAVI CONTRACTORS GENERAL ORDER SUPPLIERS fulfills requirements of Status As Active Tax Payer
5	Financial Capacity		YES	GHAZNAVI CONTRACTORS GENERAL ORDER SUPPLIERS fulfills requirements of Financial Capacity
6	Experience		YES	GHAZNAVI CONTRACTORS GENERAL ORDER SUPPLIERS fulfills requirements of Experience

M/S. HAJI SYED AHMED RAZA & SONS (9778638)

S.No	Bidder Factor	Eligibility	Fulfill Requirement Yes/No	Reason of Ineligibility
1	Small Industries Department Registration		YES	HAJI SYED AHMED RAZA & SONS fulfills requirements of Small Industries Department Registration
2	Non Blacklisted Certificate		YES	HAJI SYED AHMED RAZA & SONS fulfills requirements of Non Blacklisted Certificate
3	Sales Tax Registration		YES	HAJI SYED AHMED RAZA & SONS fulfills requirements of Sales Tax Registration
4	Status As Active Tax Payer		YES	HAJI SYED AHMED RAZA & SONS fulfills requirements of Status As Active Tax Payer
5	Financial Capacity		YES	HAJI SYED AHMED RAZA & SONS fulfills requirements of Financial Capacity
6	Experience		YES	HAJI SYED AHMED RAZA & SONS fulfills requirements of Experience

M/S. NFK TRADERS QUETTA (32767128)

S.No	Bidder Factor	Eligibility	Fulfill Requirement Yes/No	Reason of Ineligibility
1	Small Industries Department Registration		YES	NFK TRADERS QUETTA fulfills requirements of Small Industries Department Registration
2	Non Blacklisted Certificate		YES	NFK TRADERS QUETTA fulfills requirements of Non Blacklisted Certificate
3	Sales Tax Registration		YES	NFK TRADERS QUETTA fulfills requirements of Sales Tax Registration
4	Status As Active Tax Payer		YES	NFK TRADERS QUETTA fulfills requirements of Status As Active Tax Payer
5	Financial Capacity		YES	NFK TRADERS QUETTA fulfills requirements of Financial Capacity
6	Experience		YES	NFK TRADERS QUETTA fulfills requirements of Experience

M/S. AK Askari International (18894243)

S.No	Bidder Factor	Eligibility	Fulfill Requirement Yes/No	Reason of Ineligibility
1	Small Industries Department Registration		YES	AK Askari International fulfils requirements of Small Industries Department Registration
2	Non Blacklisted Certificate		YES	AK Askari International fulfils requirements of Non Blacklisted Certificate
3	Sales Tax Registration		YES	AK Askari International fulfils requirements of Sales Tax Registration
4	Status As Active Tax Payer		YES	AK Askari International fulfils requirements of Status As Active Tax Payer
5	Financial Capacity		YES	AK Askari International fulfils requirements of Financial Capacity
6	Experience		YES	AK Askari International fulfils requirements of Experience

M/S. Nasar Enterprises (16152506)

S No	Bidder Factor	Eligibility	Fulfill Requirement Yes/No	Reason of Ineligibility
1	Small Industries Department Registration		YES	Nasar Enterprises fulfils requirements of Small Industries Department Registration
2	Non Blacklisted Certificate		YES	Nasar Enterprises fulfils requirements of Non Blacklisted Certificate
3	Sales Tax Registration		NO	Sales Tax Registration as wholesaler only
4	Status As Active Tax Payer		YES	Nasar Enterprises fulfils requirements of Status As Active Tax Payer
5	Financial Capacity		YES	Nasar Enterprises fulfils requirements of Financial Capacity
6	Experience		YES	Nasar Enterprises fulfils requirements of Experience

M/S. Syed Muhammad & Sons (14590085)

S No	Bidder Factor	Eligibility	Fulfill Requirement Yes/No	Reason of Ineligibility
1	Small Industries Department Registration		YES	Syed Muhammad & Sons fulfils requirements of Small Industries Department Registration
2	Non Blacklisted Certificate		YES	Syed Muhammad & Sons fulfils requirements of Non Blacklisted Certificate
3	Sales Tax Registration		YES	Syed Muhammad & Sons fulfils requirements of Sales Tax Registration
4	Status As Active Tax Payer		YES	Syed Muhammad & Sons fulfils requirements of Status As Active Tax Payer
5	Financial Capacity		YES	Syed Muhammad & Sons fulfils requirements of Financial Capacity
6	Experience		YES	Syed Muhammad & Sons fulfils requirements of Experience

Handwritten signatures and initials are present below the tables. One signature appears to be 'MS (A...)' and another is a large scribble.

SUMMARIZED BIDDER'S ELIGIBILITY ASSESSMENT

Procurement of Uniform for Entitled Staff of S&GAD
(Summer & Winter)

S.No	Contractor / Bidder Name	Remarks	Reasons
1	M/S. Syed Muhammad & Sons (14590085)	Eligible	Fulfil All Requirements
2	M/S. Nasar Enterprises (16152506)	Non-Eligible	Sales Tax Registration as wholesaler only
3	M/S. AK Askari International (16894243)	Eligible	Fulfil All Requirements
4	M/S. NFK TRADERS QUETTA (32767129)	Eligible	Fulfil All Requirements
5	M/S. HAJI SYED AHMED RAZA & SONS (9778638)	Eligible	Fulfil All Requirements
6	M/S. GHAZNAVI CONTRACTORS GENERAL ORDER SUPPLIERS (42468639)	Eligible	Fulfil All Requirements

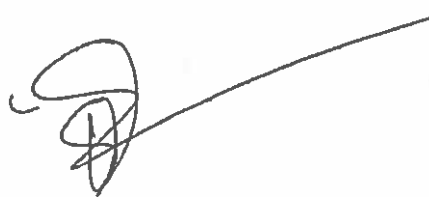
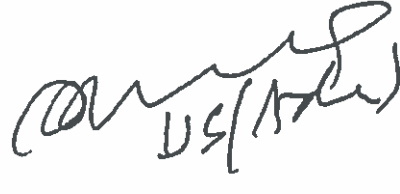

END OF ELIGIBILITY ASSESSMENT

Handwritten signatures and initials are present in the lower half of the page. One signature is a stylized 'S' shape. Another is a cursive signature that appears to read 'S/Asst'. A third is a signature with a large flourish. There are also some scribbles and lines.

BIDDER'S TECHNICAL EVALUATION SUMMARY

S No	Bidder Name	Status
1	M/S. GHAZNAVI CONTRACTORS GENERAL ORDER SUPPLIERS (42488639)	• Non-Responsive
2	M/S. AK Askari International (16894243)	• Non-Responsive
3	M/S. HAJI SYED AHMED RAZA & SONS (9778638)	• Responsive
4	M/S. NFK TRADERS QUETTA (32767129)	• Responsive
5	M/S. Syed Muhammad & Sons (14590085)	• Responsive

END OF TECHNICAL EVALUATION SUMMARY



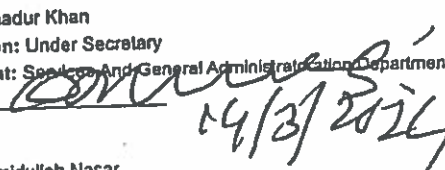
BIDDER'S FINANCIAL EVALUATION SUMMARY

Procurement of Uniform for Entitled Staff of S&GAD (Summer & Winter)

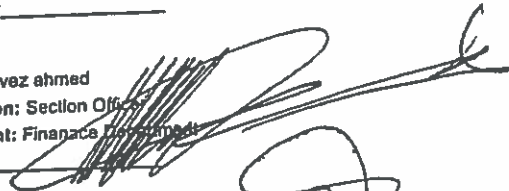
S.No	Bidder Name	Total Bid Price(PKR)	Ranking
1	M/S. HAJI SYED AHMED RAZA & SONS	15,742,950	Non-Responsive Because of Bid Security
2	M/S. NFK TRADERS QUETTA	18,994,900	Lowest
3	M/S. Syed Muhammad & Sons	25,245,160	2nd Lowest

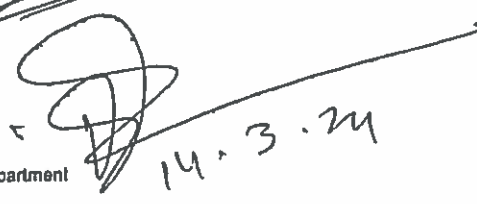
Procurement Committee

Name: Fakhar Mari
 Designation: Deputy Secretary
 Department: Services And General Administration Department (S&GD)
 Signature:  14/3/24

Name: Bahadur Khan
 Designation: Under Secretary
 Department: Services And General Administration Department (S&GD)
 Signature:  14/3/2024

Name: Hamidullah Nasar
 Designation: Section Officer
 Department: Services And General Administration Department (S&GD)
 Signature: _____

Name: Pervez ahmed
 Designation: Section Officer
 Department: Finance Department
 Signature: 

Name: Irfan Mangal
 Designation: Section Officer
 Department: Home & Tribal Affairs Department
 Signature:  14.3.24

Reference Number TSE-232401370781

Dated 08 January 2024



BPPRA



S&GAD
BIDDING DOCUMENT FOR
PROCUREMENT OF UNIFORM FOR ENTITLED
STAFF OF S&GAD (SUMMER & WINTER)
TSE-232401370781

Electronic bid will be submitted. No physical bids can be submitted.

Note: In All Procurements of GOB Whether Through Electronic or Manual Bid Submission, It is Mandatory For All Bidders to Get Registered At Electronic Public Procurement System of BPPRA GOB.

In case any conditions / instructions in this bidding document are contradictory to electronic bid submission the same shall be superseded by provisions under the electronic procurement mechanism.

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Reference Number: TSE-232401370781

Invitation Letter

Sealed Tenders are invited under the Balochistan Public Procurement Rules (BPPR) - 2014 by the S&GAD from "Eligible Bidders" dealing in Sales and after - sale services(as applicable) of Clothing & Liveries as per details contained here - under...

Headers	Particulars
Designation of Procurement Officer	Section Officer
Postal Address of the Procuring Agency	block 1 civil secretariat Queta
Phone Number & Fax Number	0081920280
E-Mail Address & Website (If Available)	afzalsarparah@gmail.com
Method of Procurement	Open Competitive Bidding
Bidding Procedure	Single Stage Two Envelope Bidding Procedure
Evaluation Mechanism	R2 - Eligibility check with responsiveness based on Yes/No Evaluation then Financial Evaluation.
Evaluation Type	Package Wise
Issuance of Bidding Documents	TSE-232401370781 Bidding Document is freely Accessible to all at bpra.gov.pk for electronic bid submission Bidder Shall be required to bid through the User id of EPPS of the Government of Balochistan.
Deadline for Submission of Bids	Bid Can Only be submitted electronically latest by 29 January, 2024 12.00 PM through E-Submission.
Opening Date/Time of bids	29 January, 2024 01:00 PM Through EPPS.
Opening Date/Time of Financial bids	Shall be communicated by the Procuring Agency on the completion of technical evaluation
Bidding Document Fee	Amount:2,000 PKR. Manner of Payment: Green Challan. Beneficiary: S&GAD Submission of Bidding Document fee is not a requirement for issuance of the Bidding Document. It will be checked during the eligibility assessment Account Title: Secretary S&GAD Account Number : C03870-41
Bid Security	Amount: 5% of the Estimated Value (%age of Estimate Cost) Manner of Payment: Deposit at Call. Beneficiary: S&GAD
Performance Security	Not Required
Allow Financial Bids In Foreign Currencies	No
Scope of bidding	National
Bid Validity Period (Days)	90
JV-Consortium Allowed	No

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Reference Number: TSE-232401370781

Eligibility Criteria for Bidders:

S No.	Eligibility Factors	Requirement	Document Required
1	Experience	3 Assignments of Similar Nature and Complexity 9,000,000 in Previous 3 Years	Copy's of Supply Order's with relevant completion certificate's or Inspection Report's or delivery challan (items must cross-verify with supply order)
2	Financial Capacity	Turn over of at least 4,000,000 PKR in 3 Subsequent Previous Years	Supporting Bank Certificate of Company's Bank Account
3	Status As Active Tax Payer	Presence in Active Tax Payer List	NTN Certificate (Verifiable as Active Tax Payer at FBR Web Portal)
4	Sales Tax Registration	Sales Tax Certificate	GST Registration Certificate
5	Non Blacklisted Certificate	The bidding firm must not be currently blacklisted by any procuring agency of Pakistan	Declaration of non blacklisting on company letter head by the bidder
6	Small Industries Department Registration	Registration/Certificate from Small Industries Department in Clothing/Liveries.	Valid Registration Certificate

NOTE: It is mandatory for the bidders to meet all the above mentioned requirements of eligibility. In case of not meeting any single requirement, the Bid shall be declared IN-ELIGIBLE / NON-RESPONSIVE

Scope Of Work

Items must be provided as per the specifications mentioned in the Data Sheet

DATA-SHEET OF THE ASSIGNMENT/ SCHEDULE OF REQUIREMENTS

The objective of the below given Data-Sheet / Schedule of Requirements is to provide sufficient information to bidders to understand complete scope of this procurement such that no requirement of the Procuring Agency is left un-mentioned hereunder, so as to enable the bidders to prepare their bids accordingly.

It is mandatory for the bidders to meet the following given specifications. All offers meeting or exceeding the following minimum required specification shall be considered for further evaluations in accordance with the evaluation criteria.

Sr.No	Item Name	Quantity	Unit	Specification
1	53103306-Official badges	900	Number	Green Backing: Green Backing Design: Complete Writing and Balochistan Civil Secretariat Monogram with Tilla Smooth Edges and Corners: Each Corner and Edge should be clearly made with precise clear & computerized finish Size: 7 cm (Diameter) Weight: 10 gm +- 1 gm
2	53102620-Shoulder Badges	45	Number	Material: Aluminum Coated with Nickel, Strong material be used Quality: Good Quality Polish be used Weight: 13 gm +- 2 gm
3	53102619-Belt	30	Number	Length: 47 1/2" +- 5% Width: 2 1/4" +- 5% -5% Weight: 244gm +- 5% with Balochistan Civil Secretariat Monogram on Plate
4	53111806-Levies Chappal Black	76	Number	Upper: Material: Leather Thickness: 1.77 - 2.0 mm +- 5% Quarter: Material: Leather Thickness: 1.77 -1.9 mm +- 5% Tongue: Material: Leather Thickness: 1.77 -1.9 mm +- 5% Leather Tape: Material: Leather Thickness: 1.77 -1.9 mm +- 5% Side loops: Material: Leather Thickness: 1.77 -1.9 mm +- 5% Buckle Material: Iron Hook Sole Material: Rubber Insole Material: Leather Heels Material: Rubber Eyelets Material: Mild Material Eyelets Thickness: 0.30 - 0.40 mm Color: Black
5	53111601-Mens shoes	1,020	Number	color: black Upper Material: Fully grain leather Eyelets material: Brass Sole: Made of PU Tongue: Made of soft leather with a little heel
6	53102516-Caps	104	Number	type: jinnah Length: 11" Height: 5" Weight: 156 Gm + 5 - gm Color: Black

7	53102607-Upper Jacket	made:	best quality
		Cotton::	100 % + 5%
		Warp::	16 Ne + 5%
		Weft::	10 Ne + 5%
		270 Number Ends /Inch::	100(Min) + 5%
		Picks / Inch::	48 (Min) + 5%
		Weight/sq Meter (GSM)::	270 GSM (Min) + 5%
		Buckram Weight Sq Mtr::	Fuse with Cloth
		Material of Zip Teeth::	Plastic
		Material of Buttons:	Plastic
8	53102516-Caps	Color:	Red
		196 Number Design:	Ribbon with Medium Fall and without Foam
		Weight:	75gm
9	53102615-Kullah Lungi	Color:	Shining Blue
		428 Number Kulla	Should be made of Hard Material
		Quality:	Best Quality Silk Cloth should be Rigid
		Turban:	should be made finely
10	53102513-Headbands	type:	latha head & wear
		Color:	Shining Blue
		90 Number Design and Style:	Should be made of Hard Material
		Material:	Best Quality Silk Cloth should be Rigid
11	53102728-Lanyard (Whistle Cord)	Color:	White
		Material:	Polyester
		248 Number Stretch / Elasticity:	Minimum Stretch / Elasticity of 1 Inch
		Total Length:	26" + - 1"
		Shoulder:	14"
12	53102623-Name Badges	Color:	Black
		Weight:	5 gm
		780 Number Total Length:	3"
		Material:	Plastic with Copper Back Pin

13	53102601-Suit (Shalwar/ Kameez)	type:	pant shirt
		color:	khaki
		Width:	56 Inch (Min)
		Weight (GSM):	260 Gm (Min)
		Thread per Inch:	a. Warp: 128 (Min) b. Weft: 60 (Min)
		Count of Yarn:	a. Warp: 29.52 Tex + 5% b. Weft: 36.90 Tex + 5%
		Composition:	a. Cotton: 65% + 5% b. Polyester: 35% + 5%
	24 Number	Shrinkage %:	a. Warp: 2% b. Weft: 2% Weave: 3/1 Twill
		Washing Test (ISO-3):	a. Change in Color: 4 (Min)
		Washing Test (ISO-3):	b. Staining on Cotton: 4 (Min)
		Rubbing Fastness:	a. Dry Rubbing: 4 (Min) b. Wet Rubbing: 4 (Min) Class of Dye, Disperse + Vat Scouring Loss. 2 % (Max) Light Fastness: 5 + 5%
14	53102601-Suit (Shalwar/ Kameez)	color:	blue
		Warp:	Polyester / Cotton 65/35 + 5%
	628 Number	Weft:	Polyester / Cotton 65/35 +- 5%
		Finish Gem:	154
15	53102601-Suit (Shalwar/ Kameez)	color:	Khaki
		Warp:	Polyester / Cotton 65/35 + - 5%
	672 Number	Weft:	Polyester / Cotton 65/35 + - 5%
		Finish Gem:	154
		Width:	58"
16	53102601-Suit (Shalwar/ Kameez)	color:	white
		Warp:	Polyester / Cotton 65/35 + - 5%
	1,228 Number	Weft:	Polyester / Cotton 65/35 + - 5%
		Finish Gem:	154
		Width:	58"
17	53111606-PT shoes	type:	pt shoes long
		Color:	Black
	70 Number	Material & Sole:	Full Grain Leather with PU Sole
		In sole:	In sole should be soft and made of wool
		Color of Sole:	Should be White
18	53111606-PT shoes	Color:	Black
		Upper Material:	Fully Grain Leather
	428 Number	Eyelets Material:	Brass
		Sole:	Made of PU
		Tongue:	Made of Soft Leather with a little Heel
19	53102516-Caps	color:	red
	200 Number	Design:	Ribbon with Medium Fall and without Foam
		Weight:	75 gm

20	53102620-Shoulder Badges	type:	security badge
		Material:	Aluminum Coated with Nickel, Strong material be used
		128 Number	Quality: Good Quality Polish be used
		Weight:	13 gm + - 2 gm
21	53102603-Pair of Socks	Color:	Black
		Length:	20" + -1"
		Width:	3 ½" Plus
		1,300 Number	Breadth: 9"
		Weight:	80 Gm + - 5 gm
		Quality:	a. Cotton 80% + - 5% b. Acrylic 20% + -5%
		Stretch / Elasticity:	Minimum Stretch / Elasticity of 1 Inch
22	53102613-Tunic Washes & wears	color:	gray
		Length:	90 cm
		Width:	76 cm
		432 Number	Pocket Length: 20 cm
			Pocket Width: 15 cm
		Cloth:	Fine Cloth Wash & Wear
23	53102613-Tunic Washes & wears	color:	Khaki
		Length:	90 cm
		Width:	76 cm
		332 Number	Pocket Length: 20 cm
			Pocket Width: 15 cm
		Cloth:	Fine Cloth Wash & Wear
24	53102613-Tunic Washes & wears	made:	best quality
		Color:	Blue
		Length:	90 cm
		90 Number	Width: 76 cm
			Pocket Length: 20 cm
			Pocket Width: 15 cm
		Cloth:	Fine Cloth Wash & Wear
25	53102602-Waist Coat	color:	blue
		Collar:	V Shape
		Neck:	26"
		160 Number	Shoulder: 5"
			Chest: 20 ½"
			Length: 27 ½"
		Fusing:	Best Quality

26	53102723-Combat vest full sleeves	48 Number	<p>Color: Khaki</p> <p>Quality: 1. Better Quality Stretchable Neck Ribbon 2. Overlock Stitching form the Interior 3. Best Quality Fleece Fine Raising 4. The Cloth Should be uniformly weaved and shall be free from weaving faults and other manufacturing defects 5. The Raising shall be properly and evenly done on fabric having soft and smooth finish 6. Long Drawers should have elastic and dori</p> <p>Warp & Weft: 64 x 32</p> <p>Weight of Vest: 375 Gm Fabric Weight: 348 Gm (GSM)</p>
27	53102722-Combat vest half sleeves	36 Number	<p>made: best quality</p> <p>Fabric Weight (GSM): 220 gm +- 5 gm</p> <p>Count of Yarn: 28.9 +- 1</p> <p>Weave: Tight Ribbon Hosiery</p> <p>Blending Composition: Cotton 49% +- 5% Polyester 51% +- 5%</p> <p>Washing ISO 3: 1. Change in Shade GS4 2. Staining on Woolen GS4 3. Staining on Cotton</p> <p>Dye Fastness to Perspiration: a. a. Acidic: Change in Shade GS4 Staining on Cotton GS4. b. b. Alkaline: Change in Shade GS4 Staining on Cotton GS4</p> <p>Nature of Dye: Vet Dye</p> <p>Dye Fastness to Light (Class IV): Class-IV</p> <p>Weight of the Finished Product: 208 Gm + 5 Gm</p> <p>Color of Shirt: Khaki (Fastness / Dying)</p> <p>Quality: 1. Better quality of stretchable Neck Ribbon 2.The Cloth of Half sleeves vest shall be uniformly weaved and shall be free from weaving faults and other manufacturing defects.3. Overlock Stitching form interior .</p>
28	53102724-Combat vest full sleeves / Woolen Polyester & long drawer FC pattern	28 Number	<p>Color: Khaki</p> <p>Quality: Better Quality Stretchable Neck Ribbon</p> <p>Overlock Slitching: Overlock Slitching form the Interior</p> <p>Weave: The Cloth Should be uniformly weaved and shall be free from weaving faults and other manufacturing defects</p> <p>Softness and smoothness: The Raising shall be properly and evenly done on fabric having soft and smooth finish</p> <p>Elasticity: Long Drawers should have elastic and dori</p> <p>Warp & Weft: 64 x 32</p> <p>Weight of Vest: 375 Gm Fabric Weight: 348 Gm (GSM)</p>

Note: Order quantity shall be in accordance with the varying quantity requirements of the Procuring Agency

* Brand names & model numbers (if any) referred-to in this tender document are only for reference purpose in the light of BPP Rules - 2014 # 13(1), however ALL offers in conformity with the generic specification shall be evaluated as equal.

** Ordered quantity shall not vary beyond 15% of the quantities specified in the "Data-Sheet of the Assignment" as per requirement of the Procuring Agency.

*** Order quantity shall be in accordance with the varying quantity requirements of the Procuring Agency

Delivery Schedule & Requirements:

Place of Delivery of Goods:

block 1 civil secretariat Queta

Last Date & Time of Delivery:

22 February, 2024

Partial delivery is

Not-Allowed

INSTRUCTION FOR PREPARING TECHNICAL BID

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Reference Number: TSE-232401370781

Bid Form 1

Manufacturer's Authorization

WHEREAS _____ who are established and reputable Manufacturers of [name and/or description of the goods] having factories at _____ do hereby authorize _____ to submit a bid, and subsequently negotiate and sign the Contract with you against the Notice Inviting Tender (NIT) No. [Reference of the Invitation to Bid] for the goods manufactured by us.

We hereby extend our full guarantee and warranty as per tender documents of the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Bids.

Signature: _____

Designation: _____

Official Stamp: _____

Note 1: This Authorization needs to be printed on the letterhead of the manufacturer duly signed & stamped by the competent Authority of their manufacturer

Note 2: Please Scan the filled Authorization and Upload As part of the Technical Bid.

Bid Form 2

Performance Guarantee

Whereas _____ (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [Number] dated [date] to supply [description of goods] (hereinafter called "the Contract").

And whereas it has been stipulated by you in the said Contract that the Supplier shall furnish you with a Bank Guarantee by a scheduled bank for the sum of 10% of the total Contract amount as a Security for compliance with the Supplier's performance obligations in accordance with the Contract.

And whereas we have agreed to give the Supplier a Guarantee:

Therefore we hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [Amount of the Guarantee in Words and Figures] and we undertake to unconditionally pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the the limits of [Amount of Guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____, 202_____

Signature and Seal of the Guarantors/ Bank

Address: _____

Date: _____

Evaluation Criteria:

The evaluation criteria is based on **Least-Cost Selection Method** where, **Eligible Bidder, quoting Technically Responsive items at Lowest Financial Cost** shall be declared as the lowest evaluated bidder on Package Wise basis.

The Evaluation shall be on knock-down basis, which means that a bid failing at any evaluation stage shall not be evaluated in further stages of evaluation.

In case, two or more lowest evaluated bids are tie or equal, work would be awarded to the bidder quoting better specification or additional accessories / service. In case, the specification / service of the item/s is also identical, preference would be given to the bidder quoting shorter delivery / completion time. In case, the delivery time is also equal, preference would be given to the bidder having greater experience. In case, the experience of the bidders is also equal, preference would be given to the bidder having greater financial turn-over. In case, the financial turn-over is also same, the procuring agency shall award the contract on the basis of toss to the winning bidder.

The procedure shall be applied on knock-down basis as follows: -

1. Bidders Eligibility Assessment.

Initial evaluation of the Technical proposals shall be carried-out by the **Procurement Committee**

, as per the requirements of the eligibility criteria laid down under the heading of "Letter of Invitation for Bids - Eligibility Criteria for Bidders"

2. Return of Financial Proposals from Ineligible Bidders.

Proposals from Ineligible Bidders shall be declared "Non-Responsive", consequently shall NOT be accepted for any further evaluation:

1. Their Financial Proposals shall be returned without being opened.
2. Their Bid security shall be released upon their written request.

It shall be mandatory for a bidder to meet all Eligibility Factors to be considered Eligible.

3. Evaluation.

The Bids received from Eligible Bidders for conformance with the required technical qualification (which includes specification, schedule of requirements and all other administrative and legal requirements as stated in the Data-Sheet) on basis, in the following manner:

Technical Evaluation of Bids

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Reference Number: TSE-232401370781

Item Name	Technical Requirement	Eligibility Bidder 1 Fulfill Requirement YES / NO	Eligibility Bidder 2 Fulfill Requirement YES / NO	Eligibility Bidder 3 Fulfill Requirement YES / NO
	Green Backing			
	Green Backing			
53103306- Official badges	Design : Complete Writing and Balochistan Civil Secretariat Monogram with Tilla			
	Smooth Edges and Corners : Each Corner and Edge should be clearly made with precise clear & computerized finish			
	Size : 7 cm (Diameter)			
	Weight : 10 gm +- 1 gm			
53102620- Shoulder Badges	Material Aluminum Coated with Nickel. Strong material be used			
	Quality : Good Quality Polish be used			
	Weight : 13 gm + - 2 gm			
	Length 47 1/2'' + - 5%			
53102619-Belt	Width : 2 1/4'' + 5% -5%			
	Weight 244gm + - 5% with Balochistan Civil Secretariat Monogram on Plate			
	Upper : Material : Leather Thickness: 1.77 - 2.0 mm + -5%			
	Quarter : Material : Leather Thickness: 1.77 -1.9 mm + -5%			
	Tongue : Material : Leather Thickness: 1.77 -1.9 mm + -5%			
	Leather Tape : Material : Leather Thickness: 1.77 -1.9 mm + -5%			
53111806- Levies Chappal Black	Side loops : Material : Leather Thickness: 1.77 -1.9 mm + -5%			
	Buckle Material Iron Hook			
	Sole Material : Rubber			
	Insole Material : Leather			
	Heets Material : Rubber			
	Eyelets Matenal Mild Matenal			
	Eyelets Thickness : 0.30 - 0.40 mm			
	Color : Black			
	color : black			
53111601-Mens shoes	Upper Material : Fully grain leather			
	Eyelets material : Brass			
	Sole : Made of PU			
	Tongue : Made of soft leather with a little heel			

type : jinnah
 Length : 11"
 53102516-Caps Height : 5"
 Weight : 156 Gm + 5 - gm
 Color : Black
 made : best quality
 Cotton : 100 % + 5%
 Warp : 16 Ne + 5%
 Weft : 10 Ne + 5%
 53102607- Ends /Inch : 100(Min) + 5%
 Upper Jacket Picks / Inch : 48 (Min) + 5%
 Weight/sq Meter (GSM) : 270 GSM (Min) + 5%
 Buckram Weight Sq Mtr : Fuse with Cloth
 Material of Zip Teeth : Plastic
 Material of Buttons : Plastic
 Color : Red
 53102516-Caps Design : Ribbon with Medium Fall and without Foam
 Weight : 75gm
 Color : Shining Blue
 53102615- Kulla : Should be made of Hard Material
 Kullah Lungi Quality : Best Quality Silk Cloth should be Rigid
 Turban : should be made finely
 type : latha head & wear
 Color : Shining Blue
 53102513- Design and Style : Should be made of Hard Material
 Headbands :
 Material : Best Quality Silk Cloth should be Rigid
 Color : White
 Material : Polyester
 53102728- Stretch / Elasticity : Minimum Stretch / Elasticity of 1
 Lanyard : Inch
 (Whistle Cord) Total Length : 26" + - 1"
 Shoulder : 14"
 Color : Black
 53102623-Name Weight : 5 gm
 Badges Total Length : 3"
 Material : Plastic with Copper Back Pin

	type :	pant shirt
	color :	khaki
	Width :	56 Inch (Min)
	Weight (GSM) :	260 Gm (Min)
	Thread per Inch :	a. Warp: 128 (Min) b. Weft: 60 (Min)
	Count of Yarn :	a. Warp: 29.52 Tex + 5% b. Weft: 36.90 Tex + 5%
53102601-Suit (Shalwar/ Kameez)	Composition :	a. Cotton: 65% + 5% b. Polyester: 35% + 5%
	Shrinkage % :	a. Warp: 2% b. Weft: 2% Weave: 3/1 Twill
	Washing Test (ISO-3) :	a. Change in Color: 4 (Min)
	Washing Test (ISO-3) :	b. Staining on Cotton: 4 (Min)
	Rubbing Fastness :	a. Dry Rubbing: 4 (Min) b. Wet Rubbing: 4 (Min) Class of Dye Disperse + Vat Scouring Loss: 2 % (Max) Light Fastness: 5 + 5%
53102601-Suit (Shalwar/ Kameez)	color :	blue
	Warp :	Polyester / Cotton 65/35 + 5%
	Weft :	Polyester / Cotton 65/35 +- 5%
	Finish Gem :	154
53102601-Suit (Shalwar/ Kameez)	color :	Khaki
	Warp :	Polyester / Cotton 65/35 + - 5%
	Weft :	Polyester / Cotton 65/35 + - 5%
	Finish Gem :	154
	Width :	58"
53102601-Suit (Shalwar/ Kameez)	color :	white
	Warp :	Polyester / Cotton 65/35 + - 5%
	Weft :	Polyester / Cotton 65/35 + - 5%
	Finish Gem :	154
	Width :	58"
53111606-PT shoes	type :	pt shoes long
	Color :	Black
	Material & Sole :	Full Grain Leather with PU Sole
	In sole :	In sole should be soft and made of wool
	Color of Sole :	Should be White

53111606-PT shoes
 Color : Black
 Upper Material : Fully Grain Leather
 Eyelets Material : Brass
 Sole : Made of PU
 Tongue : Made of Soft Leather with a little Heel
 color : red

53102516-Caps
 Design : Ribbon with Medium Fall and without Foam
 Weight : 75 gm
 type : security badge

53102620-Shoulder Badges
 Material : Aluminum Coated with Nickel, Strong material be used
 Quality : Good Quality Polish be used
 Weight : 13 gm + - 2 gm

53102603-Pair of Socks
 Color : Black
 Length : 20" + -1"
 Width : 3 ½" Plus
 Breadth : 9"
 Weight : 80 Gm + - 5 gm
 Quality : a. Cotton 80% + - 5% b. Acrylic 20% + -5%
 Stretch / Elasticity : Minimum Stretch / Elasticity of 1 Inch

53102613-Tunic Washes & wears
 color : gray
 Length : 90 cm
 Width : 76 cm
 Pocket Length : 20 cm
 Pocket Width : 15 cm
 Cloth : Fine Cloth Wash & Wear

53102613-Tunic Washes & wears
 color : Khaki
 Length : 90 cm
 Width : 76 cm
 Pocket Length : 20 cm
 Pocket Width : 15 cm
 Cloth : Fine Cloth Wash & Wear

53102613-Tunic Washes & wears
 made : best quality
 Color : Blue
 Length : 90 cm
 Width : 76 cm
 Pocket Length : 20 cm
 Pocket Width : 15 cm
 Cloth : Fine Cloth Wash & Wear

53102602-Waist Coat

color : blue

Collar : V Shape

Neck : 26"

Shoulder : 5"

Chest : 20 ½"

Length : 27 ½"

Fusing : Best Quality

Color : Khaki

Quality : 1. Better Quality Stretchable Neck Ribbon 2. Overlock Stitching form the Interior 3. Best Quality Fleece Fine Raising 4. The Cloth Should be uniformly weaved and shall be free from weaving faults and other manufacturing defects 5. The Raising shall be properly and evenly done on fabric having soft and smooth finish 6. Long Drawers should have elastic and dori

53102723-Combat vest full sleeves

Warp & Weft : 64 x 32

Weight of Vest: 375 Gm Fabric Weight: 348 Gm (GSM)

made : best quality

Fabric Weight (GSM) : 220 gm +- 5 gm

Count of Yarn : 28.9 + - 1

Weave : Tight Ribbon Hosiery

Blending Composition : Cotton 49% +- 5% Polyester 51% +- 5%

Washing ISO 3 : 1. Change in Shade GS4 2. Staining on Woolen GS4 3. Staining on Cotton

Dye Fastness to Perspiration : a. a. Acidic: Change in Shade GS4 Staining on Cotton GS4. b. b. Alkaline: Change in Shade GS4 Staining on Cotton GS4

53102722-Combat vest half sleeves

Nature of Dye : Vel Dye

Dye Fastness to Light (Class IV) : Class-IV

Weight of the Finished Product : 208 Gm + 5 Gm

Color of Shirt : Khaki (Fastness / Dying)

Quality : 1. Better quality of stretchable Neck Ribbon 2.The Cloth of Half sleeves vest shall be uniformly weaved and shall be free from weaving faults and other manufacturing defects. 3. Overlock Stitching form interior .

	Color :	Khaki
	Quality :	Better Quality Stretchable Neck Ribbon
	Overlock Stitching :	Overlock Stitching form the Interior
53102724- Combat vest full sleeves / Woolen Polyester & long drawer FC pattern	Weave :	The Cloth Should be uniformly weaved and shall be free from weaving faults and other manufacturing defects
	Softness and smoothness :	The Raising shall be properly and evenly done on fabric having soft and smooth finish
	Elasticity :	Long Drawers should have elastic and doni
	Warp & Weft :	64 x 32
	Weight of Vest:	375 Gm Fabric Weight: 348 Gm (GSM)

4. Return of Non-Responsive Proposals & preparation of Technical Evaluation Report.

Technical Proposals not conforming to the required technical, administrative or legal requirements shall be declared as "Non-Responsive" and consequently shall NOT be accepted for any further evaluation:

1. Their financial proposals shall be returned without being opened.
2. Their Bid security shall be released upon their electronic request.
3. If the work can be split among multiple vendors and evaluation is being done on item-wise basis, then a Firm shall only be Non-Responsive for specific item/s in which it does not meet the minimum technical qualification. And may be recommended for item/s in which it is technically responsive.
4. System Generated Technical Evaluation Report Giving Reasons For Acceptance & Rejection for all Bids shall be Duly Signed by All Members of Procurement Committee & Uploaded at the EPPS.
5. Technical Evaluation concludes at this stage.

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Reference Number: TSE-232401370781

5. Financial Evaluation.

Financial Proposals of the Responsive Technical Proposals shall be publicly opened
Publicly opened through EPPS

. Financial Comparative Statement / Evaluation Report of the "Responsive Proposals" shall be prepared by the
Procurement Committee
in the following manner:

FINANCIAL EVALUATION OF BIDS

Item Name / Model & Description	Quantity	Responsive Bidder 1	Responsive Bidder 2	Responsive Bidder 3
53103306-Official badges	900			
53102620-Shoulder Badges	45			
53102619-Belt	30			
53111806-Levies Chappal Black	76			
53111601-Mens shoes	1,020			
53102516-Caps	104			
53102607-Upper Jacket	270			
53102516-Caps	196			
53102615-Kullah Lungi	428			
53102513-Headbands	90			
53102728-Lanyard (Whistle Cord)	248			
53102623-Name Badges	780			
53102601-Suit (Shalwar/ Kameez)	24			
53102601-Suit (Shalwar/ Kameez)	628			
53102601-Suit (Shalwar/ Kameez)	672			
53102601-Suit (Shalwar/ Kameez)	1,228			
53111606-PT shoes	70			
53111606-PT shoes	428			
53102516-Caps	200			
53102620-Shoulder Badges	128			
53102603-Pair of Socks	1,300			
53102613-Tunic Washes & wears	432			
53102613-Tunic Washes & wears	332			
53102613-Tunic Washes & wears	90			
53102602-Waist Coat	160			
53102723-Combat vest full sleeves	48			
53102722-Combat vest half sleeves	36			
53102724-Combat vest full sleeves / Woolen Polyster & long drawer FC pattern	28			

6. Recommendation of Procurement Committee & Uploading of Evaluation Report.

After Technical and Financial Evaluation of the Bids, both the Technical & the Financial Evaluation Reports shall be combined, this Report shall be called the "Evaluation Report". The Evaluation Report must clearly state justification for acceptance of lowest evaluated Bid/s, and reason/s for non-acceptance of all other Bids. Consequently, lowest financial Bidder among the "Eligible and Responsive Bidders" shall be recommended for the Award of Contract by the
Procurement Committee

. The Procuring Agency shall upload this Bid Evaluation Report at the website of Balochistan Public Procurement Regulatory Authority under the relevant TSE number, at-least three days prior to the award of Contract. Copy of the same shall be provided to bidders upon their request.

7. Award of Contract

Contract for Supply of Item/s to the recommended Bidder/s i.e. the lowest evaluated bidder/s (**Eligible Bidder/s quoting Technically Responsive items at lowest Financial cost, for** shall be placed after three days of uploading of the Evaluation Report at B-PPRA Website.

INSTRUCTIONS FOR PREPARING FINANCIAL PROPOSAL

A	B	C	D	E
S. No.	Item Name	Quantity	Unit Price (Including All Applicable Taxes & Costs)	Unit Total Price (Including All Cost)
A	B	C	D	(C x D) = E
1				
2				
3				
4				
5				
			Grand Total	(E1 + E2 + E3 + E4 + E5)

GENERAL CONDITIONS

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Reference Number: TSE-232401370781

General Conditions to the Contract

1. Definitions

1.1. The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Authority" means Balochistan Public Procurement Regulatory Authority.
- (b) The "Arbitrator" is the person appointed with mutual consent of both the parties, to resolve contractual disputes as provided for in the General Conditions of the Contract GCC hereunder.
- (c) The "Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (d) The "Commencement Date" is the date when the Supplier shall commence execution of the contract as specified in the BPP Rules.
- (e) "Completion" means the fulfillment of the related services by the Supplier in accordance with the terms and conditions set forth in the contract.
- (f) "Country of Origin" means the country of manufacture, production, or growth of any article of foreign origin entering the Islamic Republic of Pakistan.
- (g) The "Contract Price" is the price stated in the Letter of Acceptance.
- (h) "Defective Goods" are those goods which are below standards, requirements or specifications stated by the Contract.
- (i) "Delivery" means the transfer of the goods from the supplier equipment, machinery, and /or other materials which the Supplier is required to supply to the Procuring Agency under Contract.
- (j) "Day" means calendar day.
- (k) "Eligible Country" means the countries and territories eligible for participation in accordance with the policies of the Federal Government.
- (l) "Force Majeure" means an unforeseeable event which is beyond reasonable control of either Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- (m) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party Invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- (n) "Final date of delivery / Completion" is the date of deadline on which it is intended that the Supplier must affect delivery as specified in the SCC, failing which, the liquidated damages shall apply.
- (o) "GCC" means the General Conditions of Contract contained in this section.
- (p) "Origin" means the place where the Goods were mined, grown, or produced or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new produce results that is substantially different in basic characteristics or in purpose or utility from its components.
- (q) "Procurement Name" means the name of the procurement stated in SCC.
- (r) "Procuring Agency" means the office of the person named as Procuring Agency in the bidding document and the legal successors in title to this person, procuring the Goods and related service, as named in SCC.

(s) "Related Services" means those services ancillary to the delivery of the Goods, such as but not limited to transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, initial maintenance and other such obligations of the Supplier covered under the Contract.

(t) "SCC" means the Special Conditions of Contract.

(u) "Supplier" means the individual private or government entity or a combination of the above whose Bid to perform the contract has been accepted by the Procuring Agency and is named as such in the Contract Agreement, and includes the legal successors, or permitted assigns of the supplier and shall be named in the Contract.

(v) "Specification" means the Specification of the Goods and performance of incidental services in accordance with the relevant standards included in the Contract and any modification or addition made or approved by the Procuring Agency.

(w) The Supplier's Bid is the complete quote submitted by the Supplier to the Procuring Agency in response to the subject Bid solicitation document.

2. Governing Language

2.1. The Contract as all correspondence and documents relating to the contract exchanged by the Supplier and the Procuring Agency shall be written in English or Urdu language.

3. Applicable Law

3.1. The contract shall be governed and interpreted in accordance with the laws of Balochistan Public Procurement, other related laws of Balochistan and Pakistan as applicable, unless otherwise specified in SCC.

4. Notices

4.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or in electronic forms that provide record of the content of communication and confirmed in writing or in electronic forms that provide record of the content of communication to the other party's address specified in SCC.

4.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

5. Country of origin

5.1. The origin of Goods may be distinct from the nationality of the Supplier or Manufacturer, unless specified otherwise in the SCC.

6. Blacklisting and debarment

6.1. Blacklisted Firms and those found involved in "Corrupt Practices" are not allowed to participate in bidding.

6.2. Requirements & Procedure for Blacklisting & Debarment shall be governed by the Guidelines Ref. NO. BPPRA/Pr-Sp(G&S)/19/2016/01/38151 for Blacklisting issued by the Authority, as amended from time to time.

7. Standards

7.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

8. Patents and copyrights

8.1. The Supplier shall indemnify the Procuring Agency against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in Pakistan.

8.2. The patent right in all drawings, documents, and other materials containing data and information furnished to the Procuring Agency by the Supplier herein shall remain vested in the supplier, or, if they are furnished to the Procuring Agency directly, or through the Supplier by any third party, including suppliers of materials, the patent right in such materials shall remain vested in such third party.

9. Use of Contract documents and information

9.1. The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

9.2. The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information except for purposes of performing the Contract.

9.3. Any document, other than the Contract itself, enumerated in shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so required by the Procuring Agency.

10. Applicability

10.1. These General Conditions shall apply to the extent that they are not superseded by provisions of SCC.

10.2. In interpreting these Conditions of Contract headings and marginal notes are used for convenience only and shall not affect their interpretations unless specifically stated; references to singular include the plural and vice versa, and masculine include the feminine. Words have their ordinary meaning under the language of the Contract unless specifically defined.

10.3. The documents forming the Contract shall be interpreted in the following order of priority:

- (a) Contract / Contract Agreement,
- (b) Special Conditions of Contract,
- (c) General Conditions of Contract,
- (d) Letter of Acceptance,
- (e) Specifications,
- (f) Contractor's Bid,
- (g) Bidding Document and
- (h) Any other document listed in the Special Conditions of Contract as forming part of the Contract.

11. Bid Security

11.1. The Bidder shall furnish, as part of his bid, a bid security in the amount and manner specified in the SCC

11.2. The bid security is required to protect the Procuring agency against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to the BPP Legal Framework.

11.3. Any bid not secured in accordance with the stipulated manner will be rejected by the Procuring agency as nonresponsive.

11.4. Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days from the declaration of bid as non-responsive.

11.5. The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to furnishing the performance security, if applicable.

11.6. The bid security shall be forfeited:

- (a) if a Bidder withdraws its bid during the period of bid validity specified in the bidding document; or
- (b) in the case of a successful Bidder, if the Bidder fails:
 - (a) to sign the contract in accordance; or
 - (b) to furnish performance security if applicable
 - (c) to correct the arithmetic errors of the quoted amount

12. Performance Security

12.1. The Performance Security (or Guarantee) shall be provided, if applicable, to the Procuring Agency not later than the date and manner specified by the Procuring Agency in the SCC.

12.2. The Performance Security (or Guarantee) shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations as stipulated under the Contract.

12.3. The performance security (or guarantee) shall be discharged by the Procuring not later than sixty (60) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless otherwise specified in SCC.

13. Contract commencement

13.1. After the issuance of the letter of acceptance of bid, the signing of the contract shall take place in an expeditious manner within the original or extended bid validity period.

13.2. The contract shall come into force on the date when the PA and the successful bidder signs the procurement contract

13.3. If the commencement of the contract is subjected to fulfillment of condition(s), the contract shall commence from the date on which the condition is fulfilled

14. Assignment and sub-contracting

14.1. Neither the Procuring Agency nor the Supplier shall assign, in whole or in part, obligations under this Contract, except with the prior written consent of the other party and existence of such provision in the SCC.

14.2. The Supplier shall consult the Procuring Agency in the event of subcontracting under this contract if not already specified in the Bid. Subcontracting shall not alter the Supplier's obligations.

14.3. Subcontracts must comply with all the provision of GCC & SCC.

15. Contract amendments

15.1. Subject to GCC, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

16. Delivery and documents

16.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in the Schedule of Requirements and the SCC

16.2. Documents to be submitted by the Supplier are specified in SCC.

17. Change orders

17.1. The Procuring Agency may at any time, by a written order given to the Supplier, make changes while staying within the general scope of the Contract in accordance with the data-sheet in any one or more of the following:

- (a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;
- (b) The method of shipment or packing;
- (c) The place of delivery, and/or
- (d) The Services to be provided by the Supplier.

17.2. If any such change causes an increase or decrease in the cost or time required for the Supplier's performance under the Contract, the said change/s details shall be communicated to the procuring agency within five working days (05) from the date of receiving of the change request. The procuring agency consequent upon approval from its competent authority shall make an equitable adjustment in the Contract for Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Procuring Agency change order.

17.3. Prices to be charged by the supplier for any related services that might be needed must be quoted by the bidder and be included in the Contract and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

18. Packaging

18.1. The supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit and arrival at their final destination. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods final destination and the absence of heavy handling facilities at all points in transit.

18.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

19. Inspection

19.1. The Procuring Agency or its representative shall inspect and /or test the Goods or services to verify their conformity to the Contract specifications at no extra cost to the Procuring Agency.

19.2. The Inspection shall be conducted in accordance with the guidelines as notified by the BPPRA from time to time. SCC and /or the Technical specifications shall further specify what inspections and /or tests, the Procuring Agency shall perform to ascertain the acceptability of delivery and shall notify the Supplier in writing or in electronic forms that provide record of the content of communication, in a timely manner, of the identity of any representatives retained for this purpose.

19.3. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.

19.4. Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency shall reject the Goods, and the Supplier shall replace the rejected Goods, within the stipulated time to meet specification requirements free of cost to the Procuring Agency.

19.5. Nothing in this GCC Clause shall in any way release the supplier from any warranty or other obligations under this Contract.

20. Insurance

20.1. The Goods supplied under the Contract shall be fully insured in a freely convertible currency against loss or damage, incidental to manufacture or acquisition, transportation, storage, and delivery in the manner specified in the SCC.

21. Transportation

21.1. Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within Pakistan, defined in the SCC as, the delivery location, transport to such place, including storage, as specified in the Contract, shall be arranged by the Supplier (unless specified otherwise in the SCC), and related costs shall be included in the Contract Price.

22. Related / Incidental services

22.1. The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) satisfactory performance for specified time/ quantity on-site and/or supervision of on-site assembly and/or start-up of the supplied Goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied Goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
- (d) performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
- (e) training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

22.2. Additional Price, if charged by the Supplier for incidental services shall be included in the financial bid for the Goods and shall not exceed:

- (a) the prevailing rates charged for other parties by the Supplier for similar services; and
- (b) original price of goods.

23. Spare parts

23.1. As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

(a) Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

(b) In the event of termination of production of the spare parts:

(a) advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and

(b) following such termination, furnishing at no cost to the Procuring Agency, the blueprints, drawings, and specifications of the spare parts, if requested.

24. Warranty and defect liability period

24.1. The Supplier warrants that the Goods supplied under the Contract are new, unused, of the quoted models. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency, specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in Pakistan.

24.2. This warranty shall remain valid for a period specified in the SCC after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for a period specified in the SCC.

24.3. The Procuring Agency shall promptly notify the Supplier in writing or in electronic forms that provide record of the content of communication of any claims arising under this warranty.

24.4. Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency other than, where applicable, the cost of inland delivery of the repaired or replaced Goods or parts from EXW or the port or place of entry to entry to the final destination.

24.5. If the Supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the Procuring Agency may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Procuring Agency may have against the Supplier under the Contract.

25. Limitation of defect liability period

25.1. Except in cases of criminal negligence or willful conduct, and in the case of infringement pursuant to GCC,

(a) The supplier shall not be liable to the Procuring Agency, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Procuring Agency, and

(b) The aggregate liability of the Supplier to the Procuring Agency, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment or to any obligation of the Supplier to indemnify the Procuring Agency with respect to patent infringement.

26. Prices

26.1. The contract price shall be as specified in the Contract

26.2. Agreement Subject to any additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

26.3. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid.

27. Taxation and duties

27.1. A foreign Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside Pakistan.

27.2. If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in Pakistan the Procuring Agency shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent.

27.3. A local Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Procuring Agency.

28. Payment

28.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.

28.2. The Supplier's request(s) for payment shall be made to the Procuring Agency in writing or in electronic forms that provide record of the content of communication, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents and upon fulfillment of other obligations stipulated in the Contract.

28.3. Upon successful completion of the assignment, the Payments shall be made promptly by the Procuring Agency, within forty-five (45) days from the date of submission of an invoice or claim by the Supplier.

28.4. The currency or currencies in which payment is to be made to the Supplier under this Contract shall be specified in SCC subject to the following general principle: payment will be made in the currency or currencies in which the offer has been solicited in the Bidding document.

29. Delays in suppliers' performance

29.1. Delivery of the Goods and performance of Services shall be made by the Contractor in accordance with the time schedule prescribed by the Procuring Agency in the delivery schedule and requirements as laid down in the SCC.

29.2. If at any time during performance of the Contract, the Contractor or its subcontractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Contractor shall promptly notify the Procuring Agency in writing or in electronic forms that provide record of the content of communication of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, the Procuring Agency shall evaluate the situation and may at its discretion extend the Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.

29.3. Except as provided under GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause, unless an extension of time is agreed upon pursuant to GCC without the application of liquidated damages.

30. Liquidated damages

30.1. If the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price or may ask the bidder to deposit the liquidated damages sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the performance security (or guarantee) specified in SCC. Once the said maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC.

31. Resolution of disputes

31.1. In the event of any dispute arising out of this contract, either party shall issue a notice of dispute to the other party 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.

31.2. 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 both the Parties.

32. Procedure of dispute resolution

32.1. The arbitration shall be conducted in accordance with the arbitration procedure published by the Institution named and, in the place, shown in the SCC.

32.2. The rate of the Arbitrator's fee and administrative costs of arbitration shall be borne equally by the Parties. The rates and costs shall be in accordance with the rules of the Appointing Authority. In conducting arbitration to its finality each party shall bear its incurred costs and expenses.

33. Replacement of arbitrator

33.1. Should the Arbitrator resign or die, or should the Procuring Agency and the Supplier agree that the Arbitrator is not functioning in accordance with the provisions of the contract, a new Arbitrator shall be appointed by mutual consent of the both parties

34. Termination for default

34.1. The Procuring Agency or the Supplier, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the concerned party may terminate the Contract if the other party causes a fundamental breach of the Contract.

34.2. Fundamental breaches of Contract shall include, but shall not be limited to the following:

- (a) the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC, or
- (b) the Supplier fails to perform any other obligation(s) under the Contract;
- (c) Supplier's failure to submit performance security (or guarantee) within the time stipulated in the SCC,
- (d) the supplier has abandoned or repudiated the contract.
- (e) the Procuring Agency or the Supplier is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (f) a payment is not paid by the Procuring Agency to the Supplier after 120 days from the due date for payment;
- (g) the Procuring Agency gives Notice that goods delivered with a defect is a fundamental breach of Contract and the Supplier fails to correct it within a reasonable period of time determined by the Procuring Agency, and
- (h) if the Procuring Agency determines, based on the reasonable evidence, that the Supplier has engaged in corrupt, coercive, collusive, obstructive or fraudulent practices, in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt and Fraudulent Practice" means the practices as described in Rule-2 (1) (n) of the Balochistan Public Procurement Rules - 2014.

34.3. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

35. Termination for Force Majeure

35.1. Notwithstanding the provisions of GCC, neither Party shall have any liability or be deemed to be in breach of the Contract for any delay nor is other failure in performance of its obligations under the Contract, if such delay or failure is a result of an event of Force Majeure.

For purpose of this clause, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of a Party, and which makes a Party's performance, of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood, epidemics, or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent

35.2. 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 causes 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.

36. Termination for insolvency

36.1. The Procuring Agency may at any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

any time terminate the Contract by giving written notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Procuring Agency.

SPECIAL CONDITIONS

S.No	Special Condition	Sub Condition
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CURRENCY & BID VALIDITY

Allow Financial Bids In Foreign Currencies: No
Bid Validity Period (Days): 90

CONTRACT AGREEMENT

This is BPPRA System Generated Document through S&GAD

Reference Number: TSE-232401370781

(Name, Title and Address) (Name, Title and Address)

INTEGRITY PACT

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ناصر انٹرنیٹ پرائرز گورنمنٹ کنٹریکٹریٹس جنرل آرڈر سپلائرز

To,

The Chairman,
Complaint & Rederssal Committee,
Through the Secretary Services & General Administration
Department Civil Secretariat, Quetta.

Subject:- APPLICATION FOR GRIEVANCES UNDER RULE 56 OF THE BPPRA RULE-2014 FOR THE PROCUREMENT OF UNIFORM FOR ENTITLED STAFF OF S&GAD (SUMMER & WINTER) TSE-232401370781

R/Sir

In continuation of our grievances even dated 14/03/2024 addressed to Secretary S&GAD Quetta against the procurement of Uniform FOR ENTITLED STAFF OF S&GAD (SUMMER & WINTER) TSE-232401370781.(copy enclosed)

That, the impugned Evaluation Report for the Procurement of Uniform for Entitled Staff S&GAD (Summer & Winter) issued by the Procurement Committee is illegal, unlawful, without proper scrutiny of record and contrary to laws & fact available on record, thus the same is liable to be set aside. The applicant is hereby submit their grievances against the same is as under:-

1. We M/s Nasar Enterprises Quetta is duly registered with the Federal Board of Revenue Income Tax Department and the General Sales Tax Department. Our firm has a longstanding track record of working with various government departments as a General Order



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Supplier, specializing in the procurement and supply of a wide range of goods and equipment.

2. The Tender Notice under TSE-232401370781 published by the Services & General Administration Department (S&GAD) in leading newspapers Quetta as well as published on the BPPRA website. The tender notice invites e-bids through the EPRS Single Stage Two Envelope procedure under BPPRA Rule-2014 for the Purchase of Uniform for Entitled Staff of S&GAD for both summer and winter seasons, with the indicated closing date of 29th January 2024 at 12:00 pm.

3. In response of above advertisement we M/s Nasar Enterprises, has successfully participated in the tender competition for the Purchase of Uniform for Entitled Staff of S&GAD, as advertised under tender notice TSE-232401370781 and the bid proposal prepared and submitted in accordance with bidding documents, eligibility criteria and technical specifications outlined by the S&GAD through EPRS System.

4. As stated that the Evaluation Report published on the BPPRA website explicitly states that our firm was declared non-responsive on the basis in the eligibility assessment factor of Sales Tax Registration. The reason provided for unjust determination is that our Sales Tax Registration is categorized as that of a wholesaler without any justification.(copy of evaluation report is enclosed)

5. We wish to draw your attention to the fact that the department has clearly violated the Rule-34 of the BPPRA Rule-2014 by unlawfully non-responsive our firm during evaluation of eligibility



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assessment. According to the eligibility criteria outlined in the bidding documents, the requirement for Sales Tax Registration solely necessitates a valid Sales Tax Registration certificate. No specific categorization or additional criteria were mentioned in the bidding documents. (Copy of bidding documents is enclosed)

6. As per Rule-34 of the BPPRA Rule-2014, it is mandated that Procuring Agencies formulate appropriate and unambiguous evaluation criteria, which must be clearly listed in the bidding documents. These criteria serve as the basis against which bids are evaluated, and any failure to provide such clear and unambiguous evaluation criteria constitutes mis-procurement is as under:-

According to Rule-34 of BPPRA Rule-2014 that Evaluation Criteria.— The Procuring Agencies shall formulate an appropriate and unambiguous evaluation criteria, listing all the relevant information against which a bid is to be evaluated and criteria of such evaluation shall form an integral part of the bidding documents. The failure to provide a clear and unambiguous evaluation criteria in the bidding documents shall amount to mis-procurement.

7. In the tender evaluation process, it has become apparent that the evaluation criteria for Sales Tax Registration lacked clarity and specificity in the bidding documents. Our firm was unfairly deemed non-



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responsive based on the assertion that our Sales Tax Registration was categorized as that of a wholesaler without any justification. However, it is evident that such categorization was not clearly mentioned in the bidding documents.

Keeping in view the above mentioned facts, it is humbly requested that the above mentioned grievances may kindly readdressed in the interest of fair justice

Thanking you

Regards

MUHAMMAD ANWAR NASAR

Chief Executive

M/s Nasar Enterprises

CC.

- The Chief Secretary Government of Balochistan Civil Secretariat Quetta for information and necessary action.
- The Managing Director BPPRA Quetta with request for necessary action.
- The Secretary S&GAD Civil Secretariat Quetta for information and necessary action.
- Mr. Advocate Danyal Muzaffar Trustee/ Legal Advisor Transparency International Pakistan. Address: Plot 72F/2, Floor 1, 9th Street, Jami Commercial Street 11, D.H.A. Phase 7 Phase 2 Commercial Area Defence Housing Authority, Karachi, Karachi City, Sindh 75500.



BPPRA

S&GAD

COMPLETE EVALUATION REPORT FOR THE PROCUREMENT OF
Procurement of Uniform for Entitled Staff of S&GAD
(Summer & Winter)

TSE-232401370781

Dated: 14 March, 2024

Prepared By: Hamidullah Nasar (Section Officer)

EVALUATION REPORT

Procuring Agency Name
S&GAD

TSE#
TSE-232401370781

Procurement Title
Procurement of Uniform for Entitled Staff of S&GAD (Summer & Winter)

Estimated Approved Budget
15,100,000

Published at BPPRA
08 January, 2024

Published by DGPR

Evaluation Criteria
Least Cost Selection

Evaluation Type
Package Wise

Bidding Procedure
Single Stage Two Envelope Bidding Procedure

Bid Validity Period(Days)
90

Bid Submission Deadline DateTime
29 January, 2024 12:00 PM

Technical Bids Opening Date Time
29 January, 2024 01:00 PM

Tender Evaluation Date
08 March, 2024

Financial Bid Opening Date
14 March, 2024

Handwritten signatures and initials in black ink, including a large signature at the top right and a circular stamp or signature at the bottom center.

SUMMARY OF BIDS EVALUATION

No. of Bid received
6

No. of Present representative
0

No. of Absent representative
6

Eligible Bidders
5

Non-Eligible Bidders
1

Handwritten signatures and scribbles in black ink, including a large checkmark and several illegible signatures.

DETAILED BIDDER'S ELIGIBILITY ASSESSMENT

M/S. GHAZNAVI CONTRACTORS GENERAL ORDER SUPPLIERS (42468639)

S.No	Bidder Factor	Eligibility	Fulfill Requirement Yes/No	Reason of Ineligibility
1	Small Industries Department Registration		YES	GHAZNAVI CONTRACTORS GENERAL ORDER SUPPLIERS fulfills requirements of Small Industries Department Registration
2	Non Blacklisted Certificate		YES	GHAZNAVI CONTRACTORS GENERAL ORDER SUPPLIERS fulfills requirements of Non Blacklisted Certificate
3	Sales Tax Registration		YES	GHAZNAVI CONTRACTORS GENERAL ORDER SUPPLIERS fulfills requirements of Sales Tax Registration
4	Status As Active Tax Payer		YES	GHAZNAVI CONTRACTORS GENERAL ORDER SUPPLIERS fulfills requirements of Status As Active Tax Payer
5	Financial Capacity		YES	GHAZNAVI CONTRACTORS GENERAL ORDER SUPPLIERS fulfills requirements of Financial Capacity
6	Experience		YES	GHAZNAVI CONTRACTORS GENERAL ORDER SUPPLIERS fulfills requirements of Experience

M/S. HAJI SYED AHMED RAZA & SONS (9778638)

S.No	Bidder Factor	Eligibility	Fulfill Requirement Yes/No	Reason of Ineligibility
1	Small Industries Department Registration		YES	HAJI SYED AHMED RAZA & SONS fulfills requirements of Small Industries Department Registration
2	Non Blacklisted Certificate		YES	HAJI SYED AHMED RAZA & SONS fulfills requirements of Non Blacklisted Certificate
3	Sales Tax Registration		YES	HAJI SYED AHMED RAZA & SONS fulfills requirements of Sales Tax Registration
4	Status As Active Tax Payer		YES	HAJI SYED AHMED RAZA & SONS fulfills requirements of Status As Active Tax Payer
5	Financial Capacity		YES	HAJI SYED AHMED RAZA & SONS fulfills requirements of Financial Capacity
6	Experience		YES	HAJI SYED AHMED RAZA & SONS fulfills requirements of Experience

M/S. NFK TRADERS QUETTA (32767129)

S.No	Bidder Factor	Eligibility	Fulfill Requirement Yes/No	Reason of Ineligibility
1	Small Industries Department Registration		YES	NFK TRADERS QUETTA fulfills requirements of Small Industries Department Registration
2	Non Blacklisted Certificate		YES	NFK TRADERS QUETTA fulfills requirements of Non Blacklisted Certificate
3	Sales Tax Registration		YES	NFK TRADERS QUETTA fulfills requirements of Sales Tax Registration
4	Status As Active Tax Payer		YES	NFK TRADERS QUETTA fulfills requirements of Status As Active Tax Payer
5	Financial Capacity		YES	NFK TRADERS QUETTA fulfills requirements of Financial Capacity
6	Experience		YES	NFK TRADERS QUETTA fulfills requirements of Experience

M/S. AK Askari International (16894243)

S.No	Bidder Factor	Eligibility	Fulfill Requirement Yes/No	Reason of Ineligibility
1	Small Industries Department Registration		YES	AK Askari International fulfils requirements of Small Industries Department Registration
2	Non Blacklisted Certificate		YES	AK Askari International fulfils requirements of Non Blacklisted Certificate
3	Sales Tax Registration		YES	AK Askari International fulfils requirements of Sales Tax Registration
4	Status As Active Tax Payer		YES	AK Askari International fulfils requirements of Status As Active Tax Payer
5	Financial Capacity		YES	AK Askari International fulfils requirements of Financial Capacity
6	Experience		YES	AK Askari International fulfils requirements of Experience

M/S. Nasar Enterprises (16152506)

S.No	Bidder Factor	Eligibility	Fulfill Requirement Yes/No	Reason of Ineligibility
1	Small Industries Department Registration		YES	Nasar Enterprises fulfils requirements of Small Industries Department Registration
2	Non Blacklisted Certificate		YES	Nasar Enterprises fulfils requirements of Non Blacklisted Certificate
3	Sales Tax Registration		NO	Sales Tax Registration as wholesaler only
4	Status As Active Tax Payer		YES	Nasar Enterprises fulfils requirements of Status As Active Tax Payer
5	Financial Capacity		YES	Nasar Enterprises fulfils requirements of Financial Capacity
6	Experience		YES	Nasar Enterprises fulfils requirements of Experience

M/S. Syed Muhammad & Sons (14590085)

S.No	Bidder Factor	Eligibility	Fulfill Requirement Yes/No	Reason of Ineligibility
1	Small Industries Department Registration		YES	Syed Muhammad & Sons fulfils requirements of Small Industries Department Registration
2	Non Blacklisted Certificate		YES	Syed Muhammad & Sons fulfils requirements of Non Blacklisted Certificate
3	Sales Tax Registration		YES	Syed Muhammad & Sons fulfils requirements of Sales Tax Registration
4	Status As Active Tax Payer		YES	Syed Muhammad & Sons fulfils requirements of Status As Active Tax Payer
5	Financial Capacity		YES	Syed Muhammad & Sons fulfils requirements of Financial Capacity
6	Experience		YES	Syed Muhammad & Sons fulfils requirements of Experience

SUMMARIZED BIDDER'S ELIGIBILITY ASSESSMENT

**Procurement of Uniform for Entitled Staff of S&GAD
(Summer & Winter)**

S.No	Contractor / Bidder Name	Remarks	Reasons
1	M/S. Syed Muhammad & Sons (14590085)	Eligible	Fulfil All Requirements
2	M/S. Nasar Enterprises (16152506)	Non-Eligible	Sales Tax Registration as wholesaler only
3	M/S. AK Askari International (16894243)	Eligible	Fulfil All Requirements
4	M/S. NFK TRADERS QUETTA (32767129)	Eligible	Fulfil All Requirements
5	M/S. HAJI SYED AHMED RAZA & SONS (9778638)	Eligible	Fulfil All Requirements
6	M/S. GHAZNAVI CONTRACTORS GENERAL ORDER SUPPLIERS (42468639)	Eligible	Fulfil All Requirements

END OF ELIGIBILITY ASSESSMENT

Handwritten signatures and initials are present below the table. One signature appears to be 'S/Asst' and another is a large scribble. There are also some initials 'MS' and 'S/Asst' written in the middle.

BIDDER'S TECHNICAL EVALUATION SUMMARY

S.No	Bidder Name	Status
1	M/S. GHAZNAVI CONTRACTORS GENERAL ORDER SUPPLIERS (42468639)	• Non-Responsive
2	M/S. AK Askari International (16894243)	• Non-Responsive
3	M/S. HAJI SYED AHMED RAZA & SONS (9778638)	• Responsive
4	M/S. NFK TRADERS QUETTA (32767129)	• Responsive
5	M/S. Syed Muhammad & Sons (14590085)	• Responsive

END OF TECHNICAL EVALUATION SUMMARY

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US/15/11/15

[Handwritten signature]

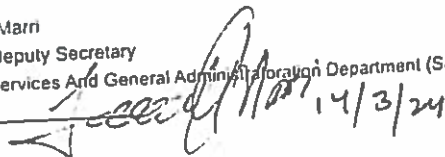
[Handwritten signature]

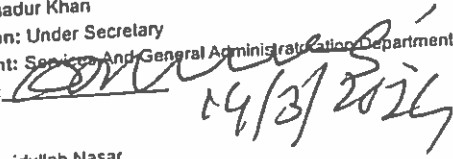
BIDDER'S FINANCIAL EVALUATION SUMMARY

Procurement of Uniform for Entitled Staff of S&GAD (Summer & Winter)

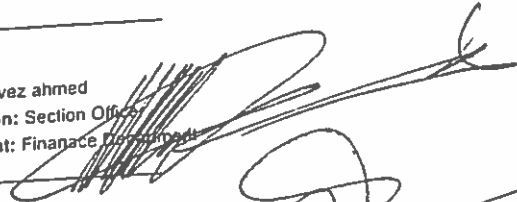
S.No	Bidder Name	Total Bid Price(PKR)	Ranking
1	M/S. HAJI SYED AHMED RAZA & SONS	15,742,950	Non-Responsive Because of Bid Security
2	M/S. NFK TRADERS QUETTA	18,994,900	Lowest
3	M/S. Syed Muhammad & Sons	25,245,160	2nd Lowest

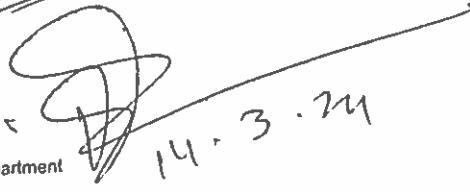
Procurement Committee

Name: Fakhar Marri
 Designation: Deputy Secretary
 Department: Services And General Administration Department (S&GD)
 Signature:  14/3/24

Name: Bahadur Khan
 Designation: Under Secretary
 Department: Services And General Administration Department (S&GD)
 Signature:  14/3/2024

Name: Hamidullah Nasar
 Designation: Section Officer
 Department: Services And General Administration Department (S&GD)
 Signature: _____

Name: Pervez ahmed
 Designation: Section Officer
 Department: Finance Department
 Signature: 

Name: Irfan Mangal
 Designation: Section Officer
 Department: Home & Tribal Affairs Department
 Signature:  14.3.24



TRANSPARENCY INTERNATIONAL - PAKISTAN

Plot 72-F/7, 1st Floor, 9th Street, Jami Commercial,
Phase VII, Defence Housing Authority, Karachi
Phone: +92-21-35311898, 35311777
Email: ti.pakistan@gmail.com
Website: www.transparency.org.pk

March 29, 2024

TI/P 2024/0328/1A

The Secretary,
Services and General Administration Department,
Civil Secretariat,
Quetta, Balochistan

Subject: Complaint Against the Allegations of Violation of BPPRA Rules 2014 for the Procurement of Uniform for Entitled Staff of S&GAD (Summer & Winter) Tender No. TSE-232401370781

Dear Sir,

Transparency International Pakistan has received a complaint from M/s Nasar Enterprises against the allegations of violation of BPPRA Rules 2014 for the procurement of uniform for entitled staff of Services and General Administration Department S&GAD (Summer & Winter) tender No. TSE-232401370781 (Annex-A).

The complainant has made the following allegations:

1. The tender notice under TSE-232401370781 invited e-bids through the EPRS single stage two envelope procedure under BPPRA Rules 2014, closing date 29th January 2024 (Annex-B).
2. M/s Nasar Enterprises participated in the tender and submitted a bid proposal in accordance with bidding documents, eligibility criteria and technical specifications outlined by the S&GAD through EPRS System.
3. On 14th March 2024, the bid evaluation report was published on the BPPRA website, which states that among 06 bidders who participated in the tender, M/s Nasar Enterprises was declared non-eligible for the reason "Sales Tax registration as wholesaler only" (Annex-C).
4. The eligibility criteria listed in the bidding documents comprises of 06 eligibility factors including:
 - a) Experience
 - b) Financial Capacity
 - c) Status As Active Tax
 - d) Sales Tax Registration
 - e) Non-Blacklisted Certificate
 - f) Small Industries Department Registration
5. Under the Sales Tax Registration, the bidding documents only specify GST Registration Certificate as a required document and that no specific categorization or additional criteria have been mentioned in the bidding documents (Annex-D).
6. The evaluation criteria for Sales Tax Registration lacked clarity and specificity in the bidding documents in violation of BPPRA Rules 2014, unfairly declaring M/s Nasar Enterprises non-responsive.

Transparency International Pakistan Comments

Transparency International Pakistan has reviewed the allegations of the complaint, prima facie the allegations seem correct. Following are TI Pakistan comments;

1. As per the BPPRA Rules 2014, Rule 34, a procuring agency shall formulate appropriate and unambiguous evaluation criteria, which must be clearly listed in the bidding documents. These criteria serve as the basis against which bids are evaluated, and any failure to provide such clear and unambiguous evaluation criteria constitutes mis-procurement. Rule 34 is quoted below:

BPPRA Rule 34: Evaluation Criteria.— The Procuring Agencies shall formulate an appropriate and unambiguous evaluation criteria, listing all the relevant information against which a bid is to be evaluated and criteria of such evaluation shall form an integral part of the

1



bidding documents. The failure to provide a clear and unambiguous evaluation criteria in the bidding documents shall amount to mis-procurement.

2. Any violation of the BPPRA Rules 2014, may amount to mis-procurement as per BPPRA Rule 57 (b), quoted below

BPPRA Rule 57 (b) Declaration of Mis-Procurement and consequences: The Authority may take notice of any material violation of the Act, rules, regulations, orders, instructions, or any other law relating to public procurement and declare the case to be of mis-procurement if such violation has been established.

Transparency International Pakistan's Recommendations

Transparency International Pakistan requests the Secretary S&GAD to examine the allegations in light of BPPRA Rules 2014 and if found correct, issue directives to reinstate the tender as per BPPRA Rules 2014.

Transparency International Pakistan is striving for across-the-board application of Rule of Law, which is the only way to stop corruption, and achieve against Zero tolerance against corruption.

Regards


(Advocate Daniyal Muzaffar)
Trustee/Legal Advisor
Transparency International Pakistan

Copies forwarded for the information with request to take action under their mandate to:

1. Chief Minister, Government of Balochistan, Quetta
2. Chief Secretary, Government of Balochistan, Quetta
3. MD, BPPRA, Quetta
4. Registrar, Balochistan High Court, Quetta

Note:

This is to clarify that Transparency International Pakistan is not a complainant, it acts as a whistleblower and operate under Article 19-A, of the Constitution of Pakistan which gives the right to public to know how government is being run by public officers. Article 19-A makes the right to access of information pertaining to a public authority a fundamental right, and a three member bench in case of Mukhtar Ahmad Ali vs the Registrar, Supreme Court of Pakistan, Islamabad, headed by Chief Justice Qazi Faez Isa in the landmark judgment on 16 October 2023, in CP No. 3532/2023, has declared that:

"What previously may have been on a need-to-know basis Article 19A of the Constitution has transformed it to a right-to-know, and the Access to information is no longer a discretion granted through occasional benevolence, but is now a fundamental right available with every Pakistani which right may be invoked under Article 19A of the Constitution"



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Annex-A
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ناصر انٹرنیٹرز کورنمنٹ کنٹریکٹریٹ اینڈ جنرل آرڈر سپلائرز

To,

The Chairman,
Complaint & Rederssal Committee,
Through the Secretary Services & General Administration
Department Civil Secretariat, Quetta.

Subject:- APPLICATION FOR GRIEVANCES UNDER RULE 56 OF THE BPPRA
RULE-2014 FOR THE PROCUREMENT OF UNIFORM FOR ENTITLED
STAFF OF S&GAD (SUMMER & WINTER) TSE-232401370781

R/Sir

In continuation of our grievances even dated 14/03/2024
addressed to Secretary S&GAD Quetta against the procurement of Uniform
FOR ENTITLED STAFF OF S&GAD (SUMMER & WINTER) TSE-
232401370781.(copy enclosed)

That, the impugned Evaluation Report for the Procurement
of Uniform for Entitled Staff S&GAD (Summer & Winter)
issued by the Procurement Committee is illegal, unlawful,
without proper scrutiny of record and contrary to laws & fact
available on record, thus the same is liable to be set aside.
The applicant is hereby submit their grievances against the
same is as under:-

1. We M/s Nasar Enterprises Quetta is duly registered with the
Federal Board of Revenue Income Tax Department and the General
Sales Tax Department. Our firm has a longstanding track record of
working with various government departments as a General Order



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Supplier, specializing in the procurement and supply of a wide range of goods and equipment.

2. The Tender Notice under TSE-232401370781 published by the Services & General Administration Department (S&GAD) in leading newspapers Quetta as well as published on the BPPRA website. The tender notice invites e-bids through the EPRS Single Stage Two Envelope procedure under BPPRA Rule-2014 for the Purchase of Uniform for Entitled Staff of S&GAD for both summer and winter seasons, with the indicated closing date of 29th January 2024 at 12:00 pm.

3. In response of above advertisement we M/s Nasar Enterprises, has successfully participated in the tender competition for the Purchase of Uniform for Entitled Staff of S&GAD, as advertised under tender notice TSE-232401370781 and the bid proposal prepared and submitted in accordance with bidding documents, eligibility criteria and technical specifications outlined by the S&GAD through EPRS System.

4. As stated that the Evaluation Report published on the BPPRA website explicitly states that our firm was declared non-responsive on the basis in the eligibility assessment factor of Sales Tax Registration. The reason provided for unjust determination is that our Sales Tax Registration is categorized as that of a wholesaler without any justification.(copy of evaluation report is enclosed)

5. We wish to draw your attention to the fact that the department has clearly violated the Rule-34 of the BPPRA Rule-2014 by unlawfully non-responsive our firm during evaluation of eligibility



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assessment. According to the eligibility criteria outlined in the bidding documents, the requirement for Sales Tax Registration solely necessitates a valid Sales Tax Registration certificate. No specific categorization or additional criteria were mentioned in the bidding documents. (Copy of bidding documents is enclosed)

6. As per Rule-34 of the BPPRA Rule-2014, it is mandated that Procuring Agencies formulate appropriate and unambiguous evaluation criteria, which must be clearly listed in the bidding documents. These criteria serve as the basis against which bids are evaluated, and any failure to provide such clear and unambiguous evaluation criteria constitutes mis-procurement is as under:-

According to Rule-34 of BPPRA Rule-2014 that Evaluation Criteria.— The Procuring Agencies shall formulate an appropriate and unambiguous evaluation criteria, listing all the relevant information against which a bid is to be evaluated and criteria of such evaluation shall form an integral part of the bidding documents. The failure to provide a clear and unambiguous evaluation criteria in the bidding documents shall amount to mis-procurement.

7. In the tender evaluation process, it has become apparent that the evaluation criteria for Sales Tax Registration lacked clarity and specificity in the bidding documents. Our firm was unfairly deemed non-



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responsive based on the assertion that our Sales Tax Registration was categorized as that of a wholesaler without any justification. However, it is evident that such categorization was not clearly mentioned in the bidding documents.

Keeping in view the above mentioned facts, it is humbly requested that the above mentioned grievances may kindly readdressed in the interest of fair justice

Thanking you

Regards

MUHAMMAD ANWAR NASAR
Chief Executive
M/s Nasar Enterprises

CC.

- The Chief Secretary Government of Balochistan Civil Secretariat Quetta for information and necessary action.
- The Managing Director BPPRA Quetta with request for necessary action.
- The Secretary S&GAD Civil Secretariat Quetta for information and necessary action.
- Mr. Advocate Danyal Muzaffar Trustee/ Legal Advisor Transparency International Pakistan. Address: Plot 72F/2, Floor 1, 9th Street, Jami Commercial Street 11, D.H.A. Phase 7 Phase 2 Commercial Area Defence Housing Authority, Karachi, Karachi City, Sindh 75500.

Invitation Letter

Sealed Tenders are invited under the Balochistan Public Procurement Rules (BPPR) - 2014 by the **S&GAD** from "Eligible Bidders" dealing in Sales and after - sale services(as applicable) of **Clothing & Liveries** as per details contained here - under:...

Headers	Particulars
Designation of Procurement Officer	Section Officer
Postal Address of the Procuring Agency	block 1 civil secretariat Queta
Phone Number & Fax Number	0081920280
E-Mail Address & Website (If Available)	afzalsarparah@gmail.com
Method of Procurement	Open Competitive Bidding
Bidding Procedure	Single Stage Two Envelope Bidding Procedure
Evaluation Mechanism	R2 - Eligibility check with responsiveness based on Yes/No Evaluation then Financial Evaluation.
Evaluation Type	Package Wise
Issuance of Bidding Documents	TSE-232401370781 Bidding Document is freely Accessible to all at bppra.gob.pk for electronic bid submission Bidder Shall be required to bid through the User id of EPPS of the Government of Balochistan.
Deadline for Submission of Bids	Bid Can Only be submitted electronically latest by 29 January, 2024 12:00 PM through E-Submission.
Opening Date/Time of bids	29 January, 2024 01:00 PM Through EPPS.
Opening Date/Time of Financial bids	Shall be communicated by the Procuring Agency on the completion of technical evaluation
Bidding Document Fee	Amount:2,000 PKR. Manner of Payment: Green Challan. Beneficiary: S&GAD Submission of Bidding Document fee is not a requirement for issuance of the Bidding Document. It will be checked during the eligibility assessment Account Title: Secretary S&GAD Account Number : C03870-41
Bid Security	Amount: 5% of the Estimated Value (%age of Estimate Cost) Manner of Payment: Deposit at Call, Beneficiary: S&GAD
Performance Security	Not Required
Allow Financial Bids In Foreign Currencies	No
Scope of bidding	National
Bid Validity Period (Days)	90
JV-Consortium Allowed	No

S.No	Bidder Factor	Eligibility	Fulfill Requirement Yes/No	Reason of Ineligibility
1	Small Industries Department Registration		YES	AK Askari International fulfils requirements of Small Industries Department Registratlon
2	Non Blacklisted Certificate		YES	AK Askari International fulfils requirements of Non Blacklisted Certificate
3	Sales Tax Registration		YES	AK Askari International fulfils requirements of Sales Tax Registration
4	Status As Active Tax Payer		YES	AK Askari International fulfils requirements of Status As Active Tax Payer
5	Financial Capacity		YES	AK Askari International fulfils requirements of Financial Capacity
6	Expeience		YES	AK Askari International fulfils requirements of Experience

M/S.-Nasar Enterprises (16152506)

S.No	Bidder Factor	Eligibility	Fulfill Requirement Yes/No	Reason of Ineligibility
1	Small Industries Department Registration		YES	Nasar Enterprises fulfils requirements of Small Industries Department Registration
2	Non Blacklisted Certificate		YES	Nasar Enterprises fulfils requirements of Non Blacklisted Certificate
3	Sales Tax Registration		NO	Sales Tax Registration as wholesaler only
4	Status As Active Tax Payer		YES	Nasar Enterprises fulfils requirements of Status As Active Tax Payer
5	Financial Capacity		YES	Nasar Enterprises fulfils requirements of Financial Capacity
6	Experience		YES	Nasar Enterprises fulfils requirements of Experience

M/S. Syed Muhammad & Sons (14590085)

S.No	Bidder Factor	Eligibility	Fulfill Requirement Yes/No	Reason of Ineligibility
1	Small Industries Department Registration		YES	Syed Muhammad & Sons fulfils requirements of Small Industries Department Registration
2	Non Blacklisted Certificate		YES	Syed Muhammad & Sons fulfils requirements of Non Blacklisted Certificate
3	Sales Tax Registration		YES	Syed Muhammad & Sons fulfils requirements of Sales Tax Registration
4	Status As Active Tax Payer		YES	Syed Muhammad & Sons fulfils requirements of Status As Active Tax Payer
5	Financial Capacity		YES	Syed Muhammad & Sons fulfils requirements of Financial Capacity
6	Experience		YES	Syed Muhammad & Sons fulfils requirements of Experience

Eligibility Criteria for Bidders

S No.	Eligibility Factors	Requirement	Document Required
1	Experience	3 Assignments of Similar Nature and Complexity 9,000,000 in Previous 3 Years	Copy's of Supply Order's with relevant completion certificate's or Inspection Report's or delivery challan (items must cross-verify with supply order)
2	Financial Capacity	Turn over of at least 4,000,000 PKR in 3 Subsequent Previous Years	Supporting Bank Certificate of Company's Bank Account
3	Status As Active Tax Payer	Presence in Active Tax Payer List	NTN Certificate (Verifiable as Active Tax Payer at FBR Web Portal)
4	Sales Tax Registration	Sales Tax Certificate	GST Registration Certificate
5	Non Blacklisted Certificate	The bidding firm must not be currently blacklisted by any procuring agency of Pakistan	Declaration of non blacklisting on company letter head by the bidder
6	Small Industries Department Registration	Registration/Certificate from Small Industries Department in Clothing/Liveries.	Valid Registration Certificate

NOTE: It is mandatory for the bidders to meet all the above mentioned requirements of eligibility. In case of not meeting any single requirement, the Bid shall be declared IN-ELIGIBLE / NON-RESPONSIVE