

NATIONAL ENGINEERING SERVICES PAKISTAN (PVT.) LIMITED

**BIDDING DOCUMENTS
FOR
SUPPLY OF INDUSTRIAL HELMETS &
HI VISIBILITY VESTS**

February 2020



**NATIONAL ENGINEERING SERVICES PAKISTAN (PVT.) LIMITED
NESPAK HOUSE: 1-C, Block-N, Model Town Extension, Lahore-54700, Pakistan
Telephone :+92-42-99090000 FAX : +92-42-99231950**

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**BIDDING DOCUMENTS
FOR
SUPPLY OF INDUSTRIAL HELMETS & HI VISIBILITY VESTS**

Terms and Conditions

1. Introduction

National Engineering Services Pakistan (Pvt.) Limited (NESPAK) (the Purchaser) wishes to receive Bids on “Single Stage One Envelope” bidding procedure for Supply of Industrial Helmets & HI Visibility Vests at NESPAK House, Lahore located at 1-C, Block N, Model Town Extension, Lahore.

The prospective Bidders who have down loaded the Bidding Documents from the Purchaser’s website, must regularly visit the website for downloading the addendum, if any.

2. Scope of Supply

The Scope of Supply is described in detail under Appendix A attached hereto:

The Bidders must quote for the complete scope of the Supply. Any bid covering partial scope of Supply will be rejected.

3. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its Bid and the Purchaser will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4. Validity of the Bids

The Bids shall remain valid for a period of thirty (30) days after the date of bid opening.

5. Bid Prices, Currency of Bid and Terms of Payment

The prices in Appendix B shall be quoted by the Bidder entirely in Pak Rupees for the Industrial Helmets & HI Visibility Vests to be supplied under the Contract. The payment shall also be made in Pak Rupees. The Bid Price shall be quoted inclusive of all prevailing duties and taxes such as income tax, GST, etc.

The terms of payment shall be as under:

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- i. Payment shall be made through cross cheque after submission of invoice within thirty (30) days, after delivery of requisite items at NESPAK House, Lahore, as per unit rates quoted in Appendix B.
- ii. No payment shall be made in advance.
- iii. Payment against partial delivery shall not be made.
- iv. Payment shall be made after deduction of applicable taxes (income tax, GST etc.) at source, as per Government Rules/Instructions/Notifications.
- v. The prices quoted by the Bidder shall remain firm and fixed during the currency of the Contract.

6. Bid Submission, Opening and Clarification

The Bids must be received by the Purchaser not later than the deadline mentioned in Invitation to Bid. Bids submitted through fax or e-mail shall not be considered. The Bids must be complete, in order and comprise documentary evidences for each requirement. The Bid shall also comprise these Bidding Documents with Appendix B: Schedule of Prices duly filled in.

The Bidders shall submit one (01) original and one (01) copy of the Bid duly signed and stamped by the authorized representative in a sealed envelope. The Purchaser shall open the Bids, in the presence of Bidders' representatives who choose to attend, at the time, date and location as mentioned in Invitation to Bid.

The Bidder's name, Bid Prices, any discount, the presence or absence of Bid Security, and such other details as the Purchaser at its discretion may consider appropriate, will be announced by the Purchaser at the bid opening. The Purchaser will record the minutes of the bid opening. Representatives of the Bidders who choose to attend shall sign the attendance sheet.

Any Bid Price or discount which is not read out and recorded at bid opening will not be taken into account in the evaluation of Bid.

To assist in the examination, evaluation and comparison of Bids the Purchaser may, at its discretion, ask the Bidder for a clarification of its Bid. The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

7. Evaluation Criteria

The Purchaser will evaluate the Bids as per the following criteria:

Sr. No.	Compliance Requirements	Submission Requirements
1.	The Bidder shall be registered with Income Tax and Sales Tax Departments and shall be on Active Taxpayers List of the Federal Board of Revenue.	Valid NTN and GST Certificates to be attached with the Bid.

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Sr. No.	Compliance Requirements	Submission Requirements
2.	The Bidder shall not have been black listed and involved in any litigation/arbitration by any Government or Semi-Government Organization/Department.	Affidavit on stamp paper of Min. Rs. 50 duly attested by the Oath Commissioner certifying that "the Bidder has neither been blacklisted nor involved in any litigation/arbitration with any Government or Semi-Government Organization/Department" to be submitted with the Bid.
3.	Evidence of minimum three (03) years of experience in relevant field.	Copies of purchase orders/work orders/contracts to be attached with the Bid.
4.	<ul style="list-style-type: none"> - The Bidder shall furnish, as part of his Bid, a Bid Security for an amount not less than one percent (1%) of the Bid Price. - Bid Security of unsuccessful Bidders shall be returned upon award of the Contract to the successful Bidder; whereas the Bid Security of successful Bidder shall be returned when the Bidder has furnished the required Performance Security and signed the Contract. 	Bid Security shall be in the form of pay order/bank draft/CDR from a scheduled bank in Pakistan in the favour of National Engineering Services Pakistan (Pvt.) Limited (NESPAK).

The Bids meeting the above-stated minimum qualification and other bidding requirements shall be considered substantially responsive. A Bid determined as non-responsive will be rejected by the Purchaser and will not subsequently be made responsive by the Bidder by correction of the non-conformity.

Any minor informality or non-conformity or irregularity in a Bid which does not constitute a material deviation may be waived by Purchaser, provided such waiver does not prejudice or affect the relative ranking of any other Bidder.

8. Award of Contract

The Purchaser will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the Bidding Documents and who has offered the lowest evaluated Bid price.

Prior to expiration of the period of bid validity prescribed by the Purchaser, the Purchaser will notify the successful Bidder in writing ("Letter of Acceptance") that his Bid has been accepted. This letter shall name the sum which the Purchaser will pay the Supplier (the successful Bidder) in consideration of the

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execution and completion of the Supply by the Supplier as prescribed by the Contract (hereinafter called the "Contract Price").

The successful Bidder shall furnish to the Purchaser a Performance Security at the option of the Bidder, in the form of Bank Draft or Bank Guarantee from scheduled bank in Pakistan for the amount equal to 1% of Contract Price within a period of seven (07) days after the receipt of Letter of Acceptance. The Performance Security shall be valid for fourteen (14) days after the date of issue of the Warranty Certificate, which will be issued by the Purchaser after completion of warranty period of one year upto the satisfaction of the Purchaser after successful supply of Industrial Helmets & HI Visibility Vests as mentioned in Appendix-A. Failure of the successful Bidder to comply with the requirement of Performance Security shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.

The formal Contract between the Purchaser and the successful Bidder shall be executed within seven (7) days of the receipt of Performance Security by the Purchaser.

Notwithstanding the above, the Purchaser reserves the right to annul the bidding process and reject all bids, at any time prior to award of Contract as per Rule 33 of Public Procurement Rules, 2004.

9. Term of Supply

The Supplier shall submit samples of Industrial Helmets & HI Visibility Vests conforming to the Specifications as mentioned at Appendix A for approval by the Purchaser, within one (01) month from the date of signing of the Contract. Time duration of approval by the Purchaser shall not be more than seven (07) days. In case, the Supplier fails to provide samples conforming to the Specifications upto satisfaction of the Purchaser within two months from the date of signing of the Contract, the Purchaser will have the right to cancel the Contract and forfeit the Supplier's Performance Security.

The Supplier shall supply the said items as per approved samples, within one (01) month after approval of samples by the Purchaser. In case of an unacceptable delay in supply by the Supplier, the Purchaser will have the right to cancel the Contract and forfeit the Supplier's Performance Security.

The Purchaser reserves the right to increase or decrease the quantity of each item mentioned in Appendix-A upto 15% at the time of signing of the Contract.

The Supply shall be monitored by the Purchaser through an authorized personnel and shall be rejected if not found according to the approved samples; the Purchaser shall not be responsible for any costs or expenses incurred by the Supplier on this account.

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Appendix A
Scope of Supply

Sr. No	Description of Items	Specifications	Quantity Required Approximately
1.	Safety Helmets/Hard Hats	White colour and conforming to ANSI/ISEA Z89.1-2014 with Type-1 protection and 'NESPAK' logo in the front	951 Helmets
2.	High Visibility Vests	(with base fabric of yellow colour and conforming to EN ISO 20471 with immediate level of visibility (Class 2) and reflective 'NESPAK' logo at the back)	956 Vests

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Appendix B
Schedule of Prices

Sr. No	Description of Items	Units	Estimated Quantity (A)	Rate (PKR) (B)	Amount (PKR) (C)=(A) x (B)
1.	Safety Helmets/Hard Hats	No's	951		
2.	High Visibility Vests		956		
Total Amount =				(In figures)	
				(In Words)	

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FORM OF BID

(LETTER OF OFFER)

Supply of Industrial Helmets & HI Visibility Vests

Secretary Procurement Cell
National Engineering Services Pakistan (Pvt.) Limited,
NESPAK House: 1-C, Block-N, Model Town Extension, Lahore-54700, Pakistan

Gentlemen,

1. We have examined and have no reservations to the Bidding Documents including Addenda, if any.
2. We hereby offer to supply the Items stated in the Bidding Documents in conformity with these Documents for the Total Bid Price of Rs_____ (Rupees_____).
3. As security for due performance of the undertakings and obligations of this Bid, we submit herewith a Bid Security in the amount of _____ drawn in your favour or made payable to you.
4. We undertake, if our Bid is accepted, to supply the items comprised in the Contract within the time stated in the Bidding Documents.
5. We agree to abide by this Bid for the period of thirty (30) days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
6. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
7. We undertake, if our Bid is accepted, to execute the Performance Security referred to in Bidding Documents for the due performance of the Contract.
8. We understand that you are not bound to accept the lowest or any bid you may receive.
9. We do hereby declare that the Bid is made without any collusion, comparison of figures or arrangement with any other person or persons making a bid for the Supply.

Dated this _____ day of _____, 2020

Signature _____

in the capacity of _____ duly authorized to sign bid for and on behalf of

(Name of Bidder in Block Capitals)
(Seal)

Address: _____

Witness:

(Signature) _____

Name: _____

Address: _____
