



Police Department Government of Punjab

Invitation for Prequalification of Firms/ Companies for Supply of Various Items

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

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

Pre-qualification documents are available at Punjab Police website <https://punjabpolice.gov.pk>; website of PPRA Punjab (<http://www.ppra.punjab.gov.pk/>) and can be purchased from the office of the undersigned, on written request on the firm's letter-head, upto 29th August, 2019, during office hours (9.00 am to 5.00 pm) at the cost of Rs.200/- on production of Challan form (32-A) of Rs.200/- deposited in Government Treasury under Head "**CO2636-Police-Fees, Fines & Forfeitures**" in the NBP/ State Bank of Pakistan, Lahore.

The applications alongwith all prescribed/related pre-qualification documents shall be received in sealed envelope by hand or through registered mail to the Senior Purchase Officer/ Additional Inspector General of Police, Logistics & Procurement, Punjab, Lahore till Thursday 30th August, 2019 before 11.30 a.m. and shall be opened at 12.00 hours on same day. Late applications will not be entertained.

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

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

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

Govt: of the Punjab, Police Department,
CPO Complex, Turkish Block 2nd Floor No.204,
Bank Road, Near Old Anarkali, Lahore
Tel: 042-99213400 Fax: 042-99213955

Website: www.punjabpolice.gov.pk

Contacts:-

- i. AIG/Logistics:- 042-99210911
- ii. AD/Purchase:- 042-99213400

PRE-QUALIFICATION DOCUMENT FOR BULLET PROOF JACKET

July 2019

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



**Punjab Police Department,
Government of Punjab**

**CPO Complex, Turkish Block, 2nd Floor,
Bank Road, Near Old Anarkali, Lahore.
Tel: 042-99213400 Fax: 042-99211715.
URL: www.punjabpolice.gov.pk**

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1. INVITATION FOR PRE-QUALIFICATION FOR FINANCIAL YEAR 2019-20

Punjab Police intends to Pre-Qualify Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM for procurement of **Bullet Proof Jacket** for Punjab Police, complete in all respects. In accordance with clause “Eligible Firms, all reputable, registered and established Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM are invited to participate in Pre-Qualification Process and submit applications for Pre-Qualification.

A transparent evaluation method given in this document shall be adopted for the purpose of Pre-Qualification of the applicant’s capabilities in respect of vital elements of applicant’s organization and capacity. The Pre-Qualified Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM shall be invited to get involved in further Procurement Procedures. Performance of each Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM in terms of quality, delivery, after sales service, credit terms and other contractual obligations will be closely monitored and periodically reviewed during all future procurements they are involved in. The Pre-Qualification document carrying all details can be downloaded from Punjab police’s as well as PPRA website (<https://punjabpolice.gov.pk> & <https://ppra.punjab.gov.pk>) for information only. The applications along with all prescribed/related pre-qualification documents shall be received in sealed envelope by hand or through registered mail to the Senior Purchase Officer/Additional Inspector General of Police, Logistics & Procurement, Punjab, Lahore. The Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM should be fully and completely responsible for all the deliveries and deliverables to the Procuring agency (as per subsequent purchase order/contract).

Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM is also required to state in their application the name, title, fax number and e-mail address of their authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Procuring agency will not be responsible for any costs or expenses incurred by Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM in connection with the preparation or delivery of applications.

Under Punjab Procurement Rules 2014., the Procuring agency reserves the exclusive right to cancel the pre-Qualification process and reject all Applications.

2. APPLICABILITY OF PUNJAB PROCUREMENT RULES, 2014

This Pre-Qualification Process will be governed under Rule 16 & 17 of Punjab Procurement Rules, 2014 as amended from time to time and instructions of the Government of the Punjab

received during the completion of the process. These may be obtained from PPRA's and Punjab Police Websites.

3. DEFINITIONS

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

- I. "Authorized Representative" means any representative appointed, from time to time, by the Procuring agency or the Seller.
- II. "Procuring agency" means the Punjab Police Department or any other person for the time being or from time to time duly appointed in writing by the Procuring agency to act as Procuring agency for the purposes of the Contract.
- III. "Eligible applicants" means the Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM in accordance with **clause 4.7& 4.8.**
- IV. "Purchase Order" means a document issued by the Procuring agency to the Supplier for the delivery of Goods or Services as required by the Procuring agency.
- V. "Commencement Date of the Contract" means the date of signing of the Contract between the Procuring agency and the Seller.
- VI. "Contract" means the agreement entered into between the Procuring agency and the Seller, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments.
- VII. The Seller "means the Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM, whose Application has been accepted.
- VIII. "Contract Price" means the price payable to the Seller under the Purchase Order/Contract for the full and proper performance of its contractual obligations.
- IX. "Day" means calendar day.
- X. "Goods" means **Bullet Proof Jacket** which the Seller is required to supply to the Procuring agency under the Purchase Order/Contract against each item.
- XI. "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- XII. "Prescribed" means prescribed in the Pre-Qualification Document.
- XIII. "Origin" shall be considered to be the place where the Goods are produced/ manufactured or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or

utility from its components. The origin of Goods and Services is distinct from the nationality of the Supplier.

- XIV. 'Pre-qualification committee' means a committee constituted by the procuring agency (of odd members) to evaluate applications to ascertain whether the applicant document correspond to the evaluation criteria formulated by the procuring agency in Para-6.
- XV. 'Grievance Redressal Committee' means a committee constituted by the procuring agency (of odd members) to address objections/complaints in the procurement process that may occur prior to enter into bidding process/ procurement contract and furnish its specific recommendations accordingly.

4. INFORMATION/INSTRUCTIONS TO THE APPLICANT

4.1. Signing of Application & Number of Copies

The Applicant shall prepare the documents comprising the information required in the Pre-Qualification Document and clearly mark it **“ORIGINAL”**. The original of the application shall be typed or written in indelible ink and each page shall be signed by a person duly authorized to sign on behalf of the Applicant. **The Applicant shall submit one (01) original, one (01) hard copy and one (01) soft copy of the signed application in addition to the original application and clearly mark them as “ORIGINAL” and/or “COPY”**. In the event of any discrepancy between the original and the copy, the original shall prevail.

4.2. Cost of Application

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

4.3. Language of Application

The application as well as all correspondence and documents relating to the Pre-Qualification exchanged by the Applicant and the Procuring agency, shall be written in English language. Supporting documents and printed literature that are part of the application shall also be in the same language.

4.4. Clarification of Pre-Qualification Document

An Applicant requiring any clarification of the Pre-Qualification Document shall contact the Procuring agency in writing at the Procuring agency's address indicated in the Advertisement and this document. The Procuring agency will respond in writing or by Email to any request for

clarification provided that such request is received no later than five (5) days prior to the deadline for submission of applications. The Procuring agency shall forward copies of its response to all applicants who have acquired the Pre-Qualification Document directly from the Procuring agency including a description of the inquiry but without identifying its source. **The Procuring agency reserves the right to amend the Pre-Qualification Document as a result of a clarification if deemed appropriate and communicate the same to all applicants in writing or by Email.**

4.5. Amendment of Prequalification Document

At any time prior to the deadline for submission of applications, the Procuring agency may amend the Pre-Qualification Document by issuing Addendum/Corrigendum. Any Addendum/Corrigendum issued shall be part of the Pre-Qualification Document and shall be communicated in writing or by Email to all, who have obtained the Pre-Qualification Document.

4.6. Letter of Application

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

4.7. Eligible Applicants

This Invitation for Pre-Qualification is open to all original Manufacturers, within Pakistan and abroad. Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM as per 3(VII) are eligible for joint venture agreement.

4.8. Joint Venture(JV)

4.8.1 Joint Venture(JV) Agreement

Firms may submit Pre-Qualification Application in a Joint Venture of two or more firms. Pre-Qualification Document shall be signed by authorized representative of the Joint Venture. Joint Venture Agreement entered into by the members shall be submitted with the Pre-Qualification Document as per **Annex-2**. Letter of acceptance will be issued as per JV agreement.

4.8.2 Lead Member JV

One of the members who is responsible for performing the key function in executing major component of the proposed contract shall be nominated as lead member during the Pre-qualification and bidding period and in the event of a successful bid, during contract execution. The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of Joint venture. This authorization

shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members of the Joint Venture as per **Annex-3**. All responsibility for successful completion of the work as per tender documents shall be with the lead member.

4.8.3 Joint and Several Liability

All members of the Joint Venture shall be legally liable, jointly and severally, during the Pre-Qualification and bidding period, and during the event of a successful bid and contract execution. The Pre-Qualification of a Joint Venture does not necessarily Pre-Qualify any of its members to bid individually or as a member in any other Joint Venture.

4.8.4 Basic Requirements for Joint Venture (JV)

a) Following are minimum qualification requirements: -

i) The lead partner shall not score less than 40 percent of all qualifying criteria given in paras 6.2.

ii) Each of the partners shall not score less than 25 percent of all the qualifying criteria given in paras 6.2.

iii) **Maximum number of partners in JV is ‘TWO’.**

iv) In case an applicant firm wants to demonstrate experience of a project executed under JV arrangement, it must submit JV agreement clearly showing percentage share of all partners of JV. If the JV agreement showing percentage of the partners is not attached, the submitted project will not be considered during evaluation.

v) In JV one of the applicant shall be designated as the Lead member, to perform a lead role who has been duly appointed by all applicant(s) to submit and sign on their behalf all documents required hereunder to bind the entire JV agreement to the contents thereof.

vi) In JV, there must be a Lead firm appointed through a Power of Attorney executed by all other applicants but such JV agreement is limited to maximum of 2 firms only.

vii) The foreign/international OEM (not registered in Pakistan) should submit the OEM certificate issued by respective country's government/autonomous body or TUV, CE or DFA.

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

i) Partner(s) withdraw from a JV and remaining partners do not meet the qualifying requirements;

ii) The new partners to a JV are not qualified individually or as another JV; or

iii) In the opinion of the Procuring Agency, a substantial reduction in competition would result.

- c) Bid shall be signed by all members in the JV so as to legally bind all Standard Procedure for Pre-Qualification of Supplier.
- d) Partners, jointly and severally, and any application shall be submitted with a copy of the JV agreement providing the joint and several liability with respect to the contract.
- e) The prequalification of a JV does not necessarily prequalify any of its partners individually or as a partner in any other JV or association. In case of dissolution of a JV, each one of the constituent firms may prequalify if they meet all the prequalification requirements and any partner of J.V has requested/shall request for the same and then its prequalification shall be subject to the written approval of the Procuring Agency.

4.9 Submission of Pre-Qualification Application

Application for Prequalification (**One original and two Copies**, 01 hard & 01 soft) must be received in sealed envelopes to be delivered by hand or through registered mail on or before -----
----- **as per advertisement date and time**----- at the following address:

**Senior Purchase Officer/
Addl: Inspector General of Police,
Logistics & Procurement, Punjab,
Govt: of the Punjab, Police Department,
CPO Complex, Turkish Block, 2nd Floor,
Bank Road, Near Old Anarkali, Lahore.
Tel: 042-99213400 Fax: 042-99211715.**

Envelope should be clearly marked **“Application for Pre- Qualification for Supply of**
_____.

4.10 Opening of Pre-Qualification Application

The Pre-Qualification Applications shall be opened on the same day i.e. ----- **as per advertisement date and time**----- in presence of Applicant’s representative who choose to be present in the conference room of POLICE DEPARTMENT at the address given under **Clause 4.9.**

According to PPRA Rules 2014, Procuring agency shall open the applications and shall prepare a record of the opening of applications that shall include, as a minimum, the name and signature of the representatives of the Applicants (if they choose to attend).

4.11 Late Submission of Pre-Qualification Applications

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

4.12 Lack of Information

Failure of an applicant to provide comprehensive and accurate information that is essential for the Procuring agency's evaluation of the applicant's Pre-Qualification or to provide timely clarification or substantiation of the information supplied may result in disqualification of the applicant and same shall be communicated in accordance with provisions of **Punjab Procurement Rules, 2014**.

4.13 Updating Prequalification Information

Pre-Qualified Applicants shall inform the Procuring agency of any material change in information that might affect their qualification status. Applicants shall be required to update key Pre- Qualification information at the time of bidding. Prior to award of contract, the lowest evaluated bidder will be required to confirm its continued qualified status in a post qualification review process as deemed appropriate by the Procuring agency.

4.14 Only one Application

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

4.15 Compliance

The Successful Firm/Joint Venture shall comply with and acquire all consents, approvals, permits and licenses applicable under the laws of Pakistan in relation to the performance of the work & services. Each Prospective bidder shall indemnify the Procuring agency, its Affiliates and their advisors fully in respect of any direct or indirect losses, damages, costs, penalties or expenses of any kind incurred by such person arising from a Prospective Firms/ Joint Venture's breach of the obligations referred to above.

4.16 Fraud & Corruption

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

- i. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Pre-Qualification process or in contract execution.
- ii. "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence the Pre-Qualification; "Collusive Practice" means a scheme or arrangement

between two or more Applicants, with or without the knowledge of the Procuring agency, designed to establish artificial Data/ Information.

- iii. “Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the prequalification process.

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

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

4.17 Declaring of Ineligibility and Blacklisting

Declaration of ineligibility and Blacklisting would be applicable as per clause 20 and 21 of PPRA Rules 2014 respectively which;

- i) Declaration of ineligibility: –
 - (a) Subject to rule 21, the procuring agency may, after providing an opportunity of hearing, declare, through a notification, an applicant for prequalification as ineligible for participating in any public procurement process for such period as it may determine on account of his engaging, directly or through an agent, in corrupt practice.
 - (b) A copy of the notification shall be provided to the affected person and to the Authority.
- ii) Blacklisting: - A Procuring Agency may, for a specified period, debar a bidder or contractor from participating in any public procurement process of the procuring agency, if the bidder or contractor has:
 - a) acted in a manner detrimental to the public interest or good practices;
 - b) consistently failed to perform his obligation under the contract;
 - c) not performed the contract up to the mark; or indulged in any corrupt practice

4.18 No Conflict of Interest

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

4.18.1 Applicant have common controlling shareholders or other ownership interest.

4.18.2 Applicant is also a constituent of another applicant.

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

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

4.19 Additional Information

As stated in PPRA Rules 2014 (Clause-18), "A procuring agency, at any stage of the procurement proceedings, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of a contractor, whether or not Pre-Qualified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competence as the procuring agency may decide".

4.20 International commitments of the Government.

- i. If any provision of these rules is in conflict with any obligation or commitment of the Government arising out of an international agreement with a state or states, or any international financial institution, the provisions of such international agreement, to the extent of conflict shall prevail.
- ii. Supplier will supply the product from that "Country" which has not been banned/embargo by Government of Pakistan.

5 PROCURING AGENCY'S RIGHTS

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

- i. Amend the items, scope of procurement, if required while adhering to the Principles of Procurement as per Rule 4 of the Punjab Procurement Rules, 2014 during the Pre-Qualification process.
- ii. The Procuring agency will not be responsible for any costs or expenses incurred by Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM in connection with the preparation or delivery of applications.
- iii. As authority competent to accept the application, the Procuring agency reserves the exclusive right to cancel the pre-Qualification process, accept or reject all applications.

5.1 Address of Procuring agency

**Senior Purchase Officer/
Addl: Inspector General of Police,**

**Logistics & Procurement, Punjab,
Govt: of the Punjab, Police Department,
CPO Complex, Turkish Block, 2nd Floor,
Bank Road, Near Old Anarkali, Lahore.
Tel: 042-99213400 Fax: 042-99211715.**

6 CRITERIA FOR EVALUATION OF APPLICATIONS

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

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

6.1 Eligibility/ Mandatory Criteria

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

- a. Valid legal entity of the firm e.g. Certificate of registration from SECP or Registrar of firms. Foreign firms must attach similar certificate of registration from the respective registration body of their home country.
- b. Certificate of registration with relevant Taxation Authorities (Income Tax, Sales Tax or any other applicable by Law). Foreign firms must attach similar certificate of registration from the Tax Authority of their home country.
- c. Last Three years (FY) Audited Financial Statements by the Chartered Accountant firm.
- d. Last Year Bank Statement (for the period July 01, 2017 to June 30, 2018), verified by respective Bank.
- e. Affidavit on Non-Judicial stamp paper that Non-Performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation.
- f. Judicial Affidavit declaring "Neither the firms nor its Directors, Stakeholders, as a whole or as a part of the firm have ever been black listed/ defaulted by any government agency/ department/organization".
- g. Provide separate undertaking that the information supplied by the firm is correct.

- h. Affidavit on Non-Judicial stamp paper declaring “OEM/Supplier will supply the product from that “Country” which has not been banned/embargo by Government of Pakistan”.
- i. Copy of Punjab Engineering Council Certificate (***Optional for required category, if any**)
- j. Copy of Registration status of applicant (Company, Partnership Firm, Sole Proprietor ship, NGO etc.)

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

6.2 Pre-Qualification Evaluation Criteria

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

Important Note.

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

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

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

6.2.1 Financial Soundness

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

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

Marks shall be awarded on the basis of the following criteria

Sr. No.	Description	Marks	Explanation for Marks Obtained
a	Annual Turnover Annual Turnover of last three years	15	<ul style="list-style-type: none"> • Full Marks will be given if total of Annual Turnover of last three FY's (as per the audited financial Statements) is equal or above amounting Rs. 750 million (PKR) (or equivalent in other currency.) • Formula

			A = (Y1+Y2+Y3)/750 *15 Y1,Y2,Y3 representing annual turnover of last three years)
b	Bank Credit Limit/ Cash and Bank balance	10	<ul style="list-style-type: none"> • Full marks will be given if ‘‘Bank Credit Limit’’, ‘‘Cash and Bank Balance’’ jointly or severally is amounting to Rs. 400 million or more: • Formula (Bank Credit Limit +Cash and Bank balance) /400* 10.
Total Marks		25	

6.2.2 Relevant Experience

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

Sr. No.	Description	Marks	Explanation for Marks Obtained
a	Projects of similar nature and complexity such as making/supply of Bullet Proof Jackets or similar for Pakistan national forces (army, navy, air force), provinces/ICT forces i.e. police, rangers constabulary and other govt. recognized departments and exports to any other country completed in Last 03 Years	20	<ul style="list-style-type: none"> • 20 marks will be given if applicant firm has project having total value of 500 Million and above in last three years. • Formula= (Accumulated Total Cost of Project(s) in last three years) /500 *20 • Provided that supply was completed within the specified period (including grace period) and firm has not defaulted in any manner(s). • For Completed Projects, Completion Certificate/Proof of Supply of respective project is mandatory indicating Cost of Project.

b	Projects of ongoing similar nature and complexity such as making/supply of Bullet Proof Jackets for Pakistan national forces (army, navy, air force), provinces/ICT forces i.e. police, rangers constabulary and other govt. recognized departments and exports to any other country.	05	<ul style="list-style-type: none"> • 05 marks will be given if applicant firm has similar nature project(s) in hand and having sum of Cost of Project(s) amounting to Rs. 150 Million or more. • Formula= (Accumulated Total Cost of Project(s) in hand) /150 *05 • For in hand Projects, Purchase Order/Contract Agreement of respective project is mandatory indicating Cost of Project. No marks shall be awarded if Purchase Order/Contract Agreement indicating cost of respective project is Not attached along with relevant annexes.
Total Marks		25	

6.2.3 MANUFACTURING/PRODUCTION CAPABILITIES

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

Sr. No.	Description	Marks	Explanation for Marks Obtained
a	Production/assembling unit with allied skilled staff.	30	<p>Proof from relevant documents.</p> <ul style="list-style-type: none"> • 10 Marks for having stitching machines = 10 marks. (Explanation: 01 Stitching Machines for one mark.) • 10 Marks for 01 cutter and 05 Stitchers / Tailors = 10 marks (Explanation: 01 Stitcher / Tailors for 02 marks) <p>*Cutting Master is compulsory otherwise 05 marks will be deducted.</p> <ul style="list-style-type: none"> • Manufacturer Authorization/Commitment (Soft Armor) for 4000 Jackets (approx.) within reasonable time frame as per delivery schedule = 05 marks • Manufacturer Authorization/ Commitment (Hard Armor) for 4000 Jackets (approx.) within reasonable time frame as per delivery schedule = 05 marks
Total Marks		30	

6.2.4 Personnel Capabilities

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

Sr. No.	Description	Marks	Explanation for Marks Obtained
a	Managerial Staff (10 professionals)	05 (0.5 for each professional)	Master's Degree with Minimum 03 years of relevant experience or Bachelor with Minimum 05 years of relevant experience
	Support Staff	10	<ul style="list-style-type: none">• 10 Marks will be given if applicant firm has 20 or more support staff.• For staff, less than 20, marks shall be awarded as: (No of support staff/20) *10
	Quality Certification and any other certification	05	<ul style="list-style-type: none">• 05 Marks will be given if applicant firm has Quality Certification (relevant category). No mark if applicant firm has not provided quality Certification
Total Marks		20	

Annex 1: Cover Letter

To

**Senior Purchase Officer/
Addl: Inspector General of Police,
Logistics & Procurement, Punjab,
Govt: of the Punjab, Police Department,
CPO Complex, Turkish Block, 2nd Floor,
Bank Road, Near Old Anarkali, Lahore.
Tel: 042-99213400 Fax: 042-99211715.**

Subject: _____

Respected Sir,

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

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

Attached to this letter are copies of original documents defining:

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

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

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

-

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

Technical Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2
Financial Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

3. This application is made with the full understanding that:
- a. Bids by prequalified applicants will be subject to verification of all information submitted for prequalification at the time of bidding;
 - b. The Procuring agency reserves the right to reject or accept all application, may cancel the prequalification process.
 - c. The Procuring agency shall not be liable for any such actions or consequences and shall be under no obligation to inform the Applicant of the grounds for actions at 5(b) here above.
[Applicants who are not joint ventures should delete Para 4&5 and initial the deletions.]
4. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, to the joint venture. We also specify the financial commitment in terms of the percentage of the value of the (each) contract, and the responsibilities for execution of the (each) contract.
5. We confirm that in the event that we bid, that bid as well as any resulting contract will be: -
- a. Signed so as to legally bind all members, jointly and severally.
 - b. Submitted with a Joint Venture agreement providing the joint and several liabilities of all members in the event the contract is awarded to us.
6. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.
1. Signed for and on behalf of [Name of the Lead Member] _____

Signature: _____

Name: _____

Designation: _____

Date: _____

Seal: _____

Annex 2: Joint Venture Agreement

(Should be a Formal JV agreement on a Stamp Paper of value PKR 1,000)

To:

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

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

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

I. Signed for and on behalf of [Name of the LeadMember]

Signature: _____

Name: _____

Designation: _____

Date: _____

Seal: _____

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

Signature: _____

Name: _____

Designation: _____

Date: _____

Seal: _____

Annex 3: Lead Member of JV

(Power of Attorney for Lead Member of Joint Venture (JV))

[To be printed on a PKR 100 stamp paper]

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

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

Now Therefore Know All Men by These Presents

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

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and

that all acts, deeds and things done by your said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ JV.

In witness whereof we the principals above named have executed this power of attorney on this _____ day of _____ 2018.

Members:

<u>Member 1</u>	<u>Member 2</u>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____

Witnesses:

<u>Witness 1</u>	<u>Witness 2</u>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____

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

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

Annex 4: General Information

PARTICULARS

Company Name _____

Abbreviated Name _____

National Tax No. _____ Sales Tax Registration No. _____

No. of Employees _____ Company's Formation Date _____

Registered Office Address _____

State/Province _____

City/Town _____ Postal Code _____

Phone _____ Fax _____

Email Address _____ Website Address _____

Branch Office Address _____

City/Town _____ State/Province _____

Country _____ Postal Code _____

Phone _____ Fax _____

Factory/Workshop Office Address _____

City/Town _____ State/Province _____

Country _____ Postal Code _____

Phone _____ Fax _____

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

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

Annex-5: Financial Soundness

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

Financial Soundness

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

Banker

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

Summarize documented information in Pak Rupees (equivalent at the current rate of exchange at the end of each year) for the previous three years (if FY 2018-19 audit is complete then below FY may read as (FY2016-17, FY 2017-18, FY2018-19).

Financial Information in Pak Rupees	FY2015-2016	FY2016-2017	FY2017-2018
Annual Turnover			
Total Assets			
Total Liabilities			
Net Worth			
Working Capital			
Current Assets			
Current Liabilities			
Profits Before Taxes			
Profits After Taxes			
Total Debt			
Total Equity			
Total Revenue			
Annual Turnover			

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

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

Annex-6: Similar Projects

Summary of Similar Nature Project Completed

Name: _____
 (Applicant or member of Joint Venture)

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

Project Name	Year of Completion	Location	Value in PKR (Million)

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

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

Annex 7: Similar Project in Hand

Summary of Similar Nature Project in hand

Name: _____
 (Applicant or member of Joint Venture)

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

Project Name	Year of Completion	Location	Value in PKR (Million)

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

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

Name: _____
(Applicant or member of Joint Venture)

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

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

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

PUNJAB POLICE undertake to treat all information provided as confidential.

Signed by an authorized Officer of the firm

Title of Officer: _____

Name:

Date:

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

Annex 9: Personnel Capabilities Short CV

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

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

PRE-QUALIFICATION DOCUMENT FOR BOOTS (ANKLE & FIELD)

July 2019

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



**Punjab Police Department,
Government of Punjab**

CPO Complex, Turkish Block, Lahore Punjab, 2nd Floor Room No.204,
Bank Road, Near Old Anarkali, Lahore
Tel: 042-99213400 Fax: 042-99211715
URL: www.punjabpolice.gov.pk

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1. INVITATION FOR PRE-QUALIFICATION FOR FINANCIAL YEAR 2018-19

Punjab Police intends to Pre-Qualify Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM for procurement of **(BOOTS (ANKLE & FIELD))** for Punjab Police, complete in all respects. In accordance with clause “Eligible Firms, all reputable, registered and established Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM are invited to participate in Pre-Qualification Process and submit applications for Pre-Qualification.

A transparent evaluation method given in this document shall be adopted for the purpose of Pre-Qualification of the applicant’s capabilities in respect of vital elements of applicant’s organization and capacity. The Pre-Qualified Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM shall be invited to get involved in further Procurement Procedures. Performance of each Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM in terms of quality, delivery, after sales service, credit terms and other contractual obligations will be closely monitored and periodically reviewed during all future procurements they are involved in. The Pre-Qualification document carrying all details can be downloaded from Punjab police’s as well as PPRA website (<https://punjabpolice.gov.pk> & <https://ppra.punjab.gov.pk>) for information only. The applications along with all prescribed/related pre-qualification documents shall be received in sealed envelope by hand or through registered mail to the Senior Purchase Officer/Additional Inspector General of Police, Logistics & Procurement, Punjab, Lahore. The Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM should be fully and completely responsible for all the deliveries and deliverables to the Procuring agency (as per subsequent purchase order/contract).

Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM is also required to state in their application the name, title, fax number and e-mail address of their authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Procuring agency will not be responsible for any costs or expenses incurred by Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM in connection with the preparation or delivery of applications.

Under Punjab Procurement Rules 2014., the Procuring agency reserves the exclusive right to cancel the pre-Qualification process and reject all Applications.

2. APPLICABILITY OF PUNJAB PROCUREMENT RULES, 2014

This Pre-Qualification Process will be governed under Rule 16 & 17 of Punjab Procurement Rules, 2014 as amended from time to time and instructions of the Government of the Punjab

received during the completion of the process. These may be obtained from PPRA's and Punjab Police Websites.

3. DEFINITIONS

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

- I. "Authorized Representative" means any representative appointed, from time to time, by the Procuring agency or the Seller.
- II. "Procuring agency" means the Punjab Police Department or any other person for the time being or from time to time duly appointed in writing by the Procuring agency to act as Procuring agency for the purposes of the Contract.
- III. "Eligible applicants" means the Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM in accordance with **clause 4.7& 4.8.**
- IV. "Purchase Order" means a document issued by the Procuring agency to the Supplier for the delivery of Goods or Services as required by the Procuring agency.
- V. "Commencement Date of the Contract" means the date of signing of the Contract between the Procuring agency and the Seller.
- VI. "Contract" means the agreement entered into between the Procuring agency and the Seller, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments.
- VII. The Seller "means the Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM, whose Application has been accepted.
- VIII. "Contract Price" means the price payable to the Seller under the Purchase Order/Contract for the full and proper performance of its contractual obligations.
- IX. "Day" means calendar day.
- X. "Goods" means (**BOOTS (ANKLE & FIELD)**) which the Seller is required to supply to the Procuring agency under the Purchase Order/Contract against each item.
- XI. "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- XII. "Prescribed" means prescribed in the Pre-Qualification Document.
- XIII. "Origin" shall be considered to be the place where the Goods are produced/ manufactured or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or

utility from its components. The origin of Goods and Services is distinct from the nationality of the Supplier.

- XIV. 'Pre-qualification committee' means a committee constituted by the procuring agency (of odd members) to evaluate applications to ascertain whether the applicant document correspond to the evaluation criteria formulated by the procuring agency in Para-6.
- XV. 'Grievance Redressal Committee' means a committee constituted by the procuring agency (of odd members) to address objections/complaints in the procurement process that may occur prior to enter into bidding process/ procurement contract and furnish its specific recommendations accordingly.

4. INFORMATION/INSTRUCTIONS TO THE APPLICANT

4.1. Signing of Application & Number of Copies

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

4.2. Cost of Application

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

4.3. Language of Application

The application as well as all correspondence and documents relating to the Pre-Qualification exchanged by the Applicant and the Procuring agency, shall be written in English language. Supporting documents and printed literature that are part of the application shall also be in the same language.

4.4. Clarification of Pre-Qualification Document

An Applicant requiring any clarification of the Pre-Qualification Document shall contact the Procuring agency in writing at the Procuring agency's address indicated in the Advertisement and this document. The Procuring agency will respond in writing or by Email to any request for

clarification provided that such request is received no later than five (5) days prior to the deadline for submission of applications. The Procuring agency shall forward copies of its response to all applicants who have acquired the Pre-Qualification Document directly from the Procuring agency including a description of the inquiry but without identifying its source. **The Procuring agency reserves the right to amend the Pre-Qualification Document as a result of a clarification if deemed appropriate and communicate the same to all applicants in writing or by Email.**

4.5. Amendment of Prequalification Document

At any time prior to the deadline for submission of applications, the Procuring agency may amend the Pre-Qualification Document by issuing Addendum/Corrigendum. Any Addendum/Corrigendum issued shall be part of the Pre-Qualification Document and shall be communicated in writing or by Email to all, who have obtained the Pre-Qualification Document.

4.6. Letter of Application

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

4.7. Eligible Applicants

This Invitation for Pre-Qualification is open to all original Manufacturers, within Pakistan and abroad. Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM as per 3(VII) are eligible for joint venture agreement.

4.8. Joint Venture(JV)

4.8.1 Joint Venture(JV) Agreement

Firms may submit Pre-Qualification Application in a Joint Venture of two or more firms. Pre-Qualification Document shall be signed by authorized representative of the Joint Venture. Joint Venture Agreement entered into by the members shall be submitted with the Pre-Qualification Document as per **Annex-2**. Letter of acceptance will be issued as per JV agreement.

4.8.2 Lead Member JV

One of the members who is responsible for performing the key function in executing major component of the proposed contract shall be nominated as lead member during the Pre-qualification and bidding period and in the event of a successful bid, during contract execution. The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of Joint venture. This authorization

shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members of the Joint Venture as per **Annex-3**. All responsibility for successful completion of the work as per tender documents shall be with the lead member.

4.8.3 Joint and Several Liability

All members of the Joint Venture shall be legally liable, jointly and severally, during the Pre-Qualification and bidding period, and during the event of a successful bid and contract execution. The Pre-Qualification of a Joint Venture does not necessarily Pre-Qualify any of its members to bid individually or as a member in any other Joint Venture.

4.8.4 Basic Requirements for Joint Venture (JV)

a) Following are minimum qualification requirements: -

i) The lead partner shall not score less than 40 percent of all qualifying criteria given in paras 6.2.

ii) Each of the partners shall not score less than 25 percent of all the qualifying criteria given in paras 6.2.

iii) **Maximum number of partners in JV is ‘TWO’.**

iv) In case an applicant firm wants to demonstrate experience of a project executed under JV arrangement, it must submit JV agreement clearly showing percentage share of all partners of JV. If the JV agreement showing percentage of the partners is not attached, the submitted project will not be considered during evaluation.

v) In JV one of the applicant shall be designated as the Lead member, to perform a lead role who has been duly appointed by all applicant(s) to submit and sign on their behalf all documents required hereunder to bind the entire JV agreement to the contents thereof.

vi) In JV, there must be a Lead firm appointed through a Power of Attorney executed by all other applicants but such JV agreement is limited to maximum of 2 firms only.

vii) The foreign/international OEM (not registered in Pakistan) should submit the OEM certificate issued by respective country's government/autonomous body or TUV, CE or DFA.

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

i) Partner(s) withdraw from a JV and remaining partners do not meet the qualifying requirements;

ii) The new partners to a JV are not qualified individually or as another JV; or

iii) In the opinion of the Procuring Agency, a substantial reduction in competition would result.

- c) Bid shall be signed by all members in the JV so as to legally bind all Standard Procedure for Pre-Qualification of Supplier.
- d) Partners, jointly and severally, and any application shall be submitted with a copy of the JV agreement providing the joint and several liability with respect to the contract.
- e) The prequalification of a JV does not necessarily prequalify any of its partners individually or as a partner in any other JV or association. In case of dissolution of a JV, each one of the constituent firms may prequalify if they meet all the prequalification requirements and any partner of J.V has requested/shall request for the same and then its prequalification shall be subject to the written approval of the Procuring Agency.

4.9 Submission of Pre-Qualification Application

Application for Prequalification (**One original and two Copies**, 01 hard & 01 soft) must be received in sealed envelopes to be delivered by hand or through registered mail on or before -----
----- **as per advertisement date and time**----- at the following address:

**Senior Purchase Officer/
Addl: Inspector General of Police,
Logistics & Procurement, Punjab,
Govt: of the Punjab, Police Department,
CPO Complex, Turkish Block, Lahore Punjab, 2nd Floor Room No.204,
Bank Road, Near Old Anarkali, Lahore
Tel: 042-99213400 Fax: 042-99211715**

Envelope should be clearly marked **“Application for Pre- Qualification for Supply of**
_____.

4.10 Opening of Pre-Qualification Application

The Pre-Qualification Applications shall be opened on the same day i.e. ----- **as per advertisement date and time**----- in presence of Applicant’s representative who choose to be present in the conference room of POLICE DEPARTMENT at the address given under **Clause 4.9**.

According to PPRA Rules 2014, Procuring agency shall open the applications and shall prepare a record of the opening of applications that shall include, as a minimum, the name and signature of the representatives of the Applicants (if they choose to attend).

4.11 Late Submission of Pre-Qualification Applications

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

4.12 Lack of Information

Failure of an applicant to provide comprehensive and accurate information that is essential for the Procuring agency's evaluation of the applicant's Pre-Qualification or to provide timely clarification or substantiation of the information supplied may result in disqualification of the applicant and same shall be communicated in accordance with provisions of **Punjab Procurement Rules, 2014**.

4.13 Updating Prequalification Information

Pre-Qualified Applicants shall inform the Procuring agency of any material change in information that might affect their qualification status. Applicants shall be required to update key Pre- Qualification information at the time of bidding. Prior to award of contract, the lowest evaluated bidder will be required to confirm its continued qualified status in a post qualification review process as deemed appropriate by the Procuring agency.

4.14 Only one Application

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

4.15 Compliance

The Successful Firm/Joint Venture shall comply with and acquire all consents, approvals, permits and licenses applicable under the laws of Pakistan in relation to the performance of the work & services. Each Prospective bidder shall indemnify the Procuring agency, its Affiliates and their advisors fully in respect of any direct or indirect losses, damages, costs, penalties or expenses of any kind incurred by such person arising from a Prospective Firms/ Joint Venture's breach of the obligations referred to above.

4.16 Fraud & Corruption

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

- i. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Pre-Qualification process or in contract execution.
- ii. "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence the Pre-Qualification; "Collusive Practice" means a scheme or arrangement

between two or more Applicants, with or without the knowledge of the Procuring agency, designed to establish artificial Data/ Information.

- iii. “Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the prequalification process.

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

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

4.17 Declaring of Ineligibility and Blacklisting

Declaration of ineligibility and Blacklisting would be applicable as per clause 20 and 21 of PPRA Rules 2014 respectively which;

- i) Declaration of ineligibility: –
 - (a) Subject to rule 21, the procuring agency may, after providing an opportunity of hearing, declare, through a notification, an applicant for prequalification as ineligible for participating in any public procurement process for such period as it may determine on account of his engaging, directly or through an agent, in corrupt practice.
 - (b) A copy of the notification shall be provided to the affected person and to the Authority.
- ii) Blacklisting: - A Procuring Agency may, for a specified period, debar a bidder or contractor from participating in any public procurement process of the procuring agency, if the bidder or contractor has:
 - a) acted in a manner detrimental to the public interest or good practices;
 - b) consistently failed to perform his obligation under the contract;
 - c) not performed the contract up to the mark; or indulged in any corrupt practice

4.18 No Conflict of Interest

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

4.18.1 Applicant have common controlling shareholders or other ownership interest.

4.18.2 Applicant is also a constituent of another applicant.

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

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

4.19 Additional Information

As stated in PPRA Rules 2014 (Clause-18), "A procuring agency, at any stage of the procurement proceedings, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of a contractor, whether or not Pre-Qualified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competence as the procuring agency may decide".

4.20 International commitments of the Government.

- i. If any provision of these rules is in conflict with any obligation or commitment of the Government arising out of an international agreement with a state or states, or any international financial institution, the provisions of such international agreement, to the extent of conflict shall prevail.
- ii. Supplier will supply the product from that "Country" which has not been banned/embargo by Government of Pakistan.

5 PROCURING AGENCY'S RIGHTS

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

- i. Amend the items, scope of procurement, if required while adhering to the Principles of Procurement as per Rule 4 of the Punjab Procurement Rules, 2014 during the Pre-Qualification process.
- ii. The Procuring agency will not be responsible for any costs or expenses incurred by Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM in connection with the preparation or delivery of applications.
- iii. As authority competent to accept the application, the Procuring agency reserves the exclusive right to cancel the pre-Qualification process, accept or reject all applications.

5.1 Address of Procuring agency

**Senior Purchase Officer/
Addl: Inspector General of Police,**

Logistics & Procurement, Punjab,
Govt: of the Punjab, Police Department,
CPO Complex, Turkish Block, Lahore Punjab, 2nd Floor Room No.204,
Bank Road, Near Old Anarkali, Lahore
Tel: 042-99213400 Fax: 042-99211715

6 CRITERIA FOR EVALUATION OF APPLICATIONS

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

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

6.1 Eligibility/ Mandatory Criteria

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

- a. Valid legal entity of the firm e.g. Certificate of registration from SECP or Registrar of firms. Foreign firms must attach similar certificate of registration from the respective registration body of their home country.
- b. Certificate of registration with relevant Taxation Authorities (Income Tax, Sales Tax or any other applicable by Law). Foreign firms must attach similar certificate of registration from the Tax Authority of their home country.
- c. Last Three years (FY) Audited Financial Statements by the Chartered Accountant firm.
- d. Last Year Bank Statement (for the period July 01, 2017 to June 30, 2018), verified by respective Bank.
- e. Affidavit on Non-Judicial stamp paper that Non-Performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation.
- f. Judicial Affidavit declaring "Neither the firms nor its Directors, Stakeholders, as a whole or as a part of the firm have ever been black listed/ defaulted by any government agency/ department/organization".

- g. Provide separate undertaking that the information supplied by the firm is correct.
- h. Affidavit on Non-Judicial stamp paper declaring “OEM/Supplier will supply the product from that “Country” which has not been banned/embargo by Government of Pakistan”.
- i. Copy of Punjab Engineering Council Certificate (***Optional for required category, if any**)
- j. Copy of Registration status of applicant (Company, Partnership Firm, Sole Proprietor ship, NGO etc.)

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

6.2 Pre-Qualification Evaluation Criteria

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

Important Note.

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

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

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

6.2.1 Financial Soundness

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

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

Marks shall be awarded on the basis of the following criteria

Sr. No.	Description	Marks	Explanation for Marks Obtained
---------	-------------	-------	--------------------------------

a)	Annual Turnover A- Annual Turnover of last three years	15	<ul style="list-style-type: none"> • Full Marks will be given if total of Annual Turnover of last three FY's (as per the audited financial Statements) is equal or above amounting Rs. 800 million (PKR) (or equivalent in other currency.) • Formula A $= (Y1+Y2+Y3)/1500 * 15$ *(Y1,Y2,Y3 representing annual turnover of last three years)
b)	Tangible Net Worth	05	<ul style="list-style-type: none"> • Full marks if Tangible Net worth is equal or above amounting Rs. 500 million. • Tangible Net worth (in million)/ 500* 5. • No marks shall be awarded if Net Worth is less than Rs. 250 million.
c)	Bank Credit Limit/ Cash and Bank balance	5	<p>Criteria of awarding marks: -</p> <ul style="list-style-type: none"> • Full marks will be given if ‘‘Bank Credit Limit’’, ‘‘Cash and Bank Balance’’ jointly or severally is amounting to Rs. 200 million or more: - • Formula (Bank Credit Limit +Cash and Bank balance) (in million)/200* 5.
Total Marks		25	

6.2.2 Relevant Experience

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

Sr. No.	Description	Marks	Explanation for Marks Obtained
---------	-------------	-------	--------------------------------

a)	Projects of similar nature and complexity such as making/supply of Boots or similar for Pakistan national forces (army, navy, air force), provinces/ICT forces i.e. police, rangers constabulary and other govt. recognized departments and exports to any other country completed in Last 03 Years	20	<ul style="list-style-type: none"> • 20 marks will be given if applicant firm has project having total value of 400 Million and above in last three years. • Formula= (Accumulated Total Cost of Project(s) in last three years) /400 *20 <p>* Provided that supply was completed within the specified period (including grace period) and firm has not defaulted in any manner(s).</p> <p><u>*For Completed Projects, Completion Certificate/Proof of Supply of respective project is mandatory indicating Cost of Project.</u></p>
b)	Projects of ongoing similar nature and complexity such as making/supply of Boots or similar for Pakistan national forces (army, navy, air force), provinces/ICT forces i.e. police, rangers constabulary and other govt. recognized departments and exports to any other country.	05	<ul style="list-style-type: none"> • 05 marks will be given if applicant firm has similar nature project(s) in hand and having sum of Cost of Project(s) amounting to Rs. 200 Million or more. • Formula= (Accumulated Total Cost of Project(s) in hand) /200 *05 <p><u>*For In hand Projects, Purchase Order/Contract Agreement of respective project is mandatory indicating Cost of Project.</u></p>
Total Marks		25	

6.2.3 MANUFACTURING/PRODUCTION CAPABILITIES

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

Sr. No.	Description	Marks	Explanation for Marks Obtained
a	Cutting Department	7.5 marks	<ul style="list-style-type: none"> Applicant manufacturer must have cutting department comprising 50 Employees (Minimum). Otherwise no marks will be given and firm will be disqualified.
b	Stitching unit / department	7.5 marks	<ul style="list-style-type: none"> Applicant manufacturer must have stitching unit/department comprising 100 employees. (Minimum). Otherwise no marks will be given and firm will be disqualified.
c	Toe/Heal Seat Lasting unit	7.5 marks	<ul style="list-style-type: none"> Applicant manufacturer must have Toe/Heal Seat Lasting unit/department comprising 10 employees (Minimum). Otherwise no marks will be given and firm will be disqualified.
d	Injection molding mending	7.5 marks	<ul style="list-style-type: none"> Applicant manufacturer must have Injection molding mending unit/department comprising 10 employees. Otherwise no marks will be given and firm will be disqualified.
Total Marks		30	

6.2.4 Personnel Capabilities

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

Sr. No.	Description	Marks	Explanation for Marks Obtained
---------	-------------	-------	--------------------------------

a	Managerial Staff (10 professionals)	05 (0.5 for each professional)	Master's Degree with Minimum 03 years of relevant experience or Bachelor with Minimum 05 years of relevant experience
	Support Staff	10	<ul style="list-style-type: none"> • 10 Marks will be given if applicant firm has 20 or more support staff. • For staff, less than 20, marks shall be awarded as: (No of support staff/20) *10
	Quality Certification and any other certification	05	<ul style="list-style-type: none"> • 05 Marks will be given if applicant firm has Quality Certification (relevant category). No mark if applicant firm has not provided quality Certification
Total Marks		20	

Annex 1: Cover Letter

To

Senior Purchase Officer/
Add: Inspector General of Police,
Logistics & Procurement, Punjab,
Govt: of the Punjab, Police Department,
CPO Complex, Turkish Block, Lahore Punjab, 2nd Floor Room No.204,
Bank Road, Near Old Anarkali, Lahore
Tel: 042-99213400 Fax: 042-99211715

Subject: _____

Respected Sir,

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

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

Attached to this letter are copies of original documents defining:

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

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

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

Contact 2	Telephone 2
Technical Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2
Financial Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

3. This application is made with the full understanding that:
 - a. Bids by prequalified applicants will be subject to verification of all information submitted for prequalification at the time of bidding;
 - b. The Procuring agency reserves the right to reject or accept all application, may cancel the prequalification process.
 - c. The Procuring agency shall not be liable for any such actions or consequences and shall be under no obligation to inform the Applicant of the grounds for actions at 5(b) here above.
[Applicants who are not joint ventures should delete Para 4&5 and initial the deletions.]
4. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, to the joint venture. We also specify the financial commitment in terms of the percentage of the value of the (each) contract, and the responsibilities for execution of the (each) contract.
5. We confirm that in the event that we bid, that bid as well as any resulting contract will be: -
 - a. Signed so as to legally bind all members, jointly and severally.
 - b. Submitted with a Joint Venture agreement providing the joint and several liabilities of all members in the event the contract is awarded to us.
6. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.

1. Signed for and on behalf of [Name of the Lead Member] _____

Signature: _____

Name: _____

Designation: _____

Date: _____

Seal: _____

Annex 2: Joint Venture Agreement

(Should be a Formal JV agreement on a Stamp Paper of value PKR 1,000)

To:

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

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

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

I. Signed for and on behalf of [Name of the LeadMember]

Signature: _____

Name: _____

Designation: _____

Date: _____

Seal: _____

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

Signature: _____

Name: _____

Designation: _____

Date: _____

Seal: _____

Annex 3: Lead Member of JV

(Power of Attorney for Lead Member of Joint Venture (JV))

[To be printed on a PKR 100 stamp paper]

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

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

Now Therefore Know All Men by These Presents

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

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

In witness whereof we the principals above named have executed this power of attorney on this _____ day of _____ 2018.

Members:

<u>Member 1</u>	<u>Member 2</u>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____

Witnesses:

<u>Witness 1</u>	<u>Witness 2</u>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____

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

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

Annex 4: General Information

PARTICULARS

Company Name _____

Abbreviated Name _____

National Tax No. _____ Sales Tax Registration No. _____

No. of Employees _____ Company's Formation Date _____

Registered Office Address _____

State/Province _____

City/Town _____ Postal Code _____

Phone _____ Fax _____

Email Address _____ Website Address _____

Branch Office Address _____

City/Town _____ State/Province _____

Country _____ Postal Code _____

Phone _____ Fax _____

Factory/Workshop Office Address _____

City/Town _____ State/Province _____

Country _____ Postal Code _____

Phone _____ Fax _____

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

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

Annex-5: Financial Soundness

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

Financial Soundness

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

Banker

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

Summarize documented information in Pak Rupees (equivalent at the current rate of exchange at the end of each year) for the previous three years (if FY 2018-19 audit is complete then below FY may read as (FY2016-17, FY 2017-18, FY2018-19).

Financial Information in Pak Rupees	FY2015-2016	FY2016-2017	FY2017-2018
Annual Turnover			
Total Assets			
Total Liabilities			
Net Worth			
Working Capital			
Current Assets			
Current Liabilities			
Profits Before Taxes			
Profits After Taxes			
Total Debt			
Total Equity			
Total Revenue			
Annual Turnover			

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

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

Annex-6: Similar Projects
Summary of Similar Nature Project Completed

Name: _____

(Applicant or member of Joint Venture)

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

Project Name	Year of Completion	Location	Value in PKR (Million)

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

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

Annex 7: Similar Project in Hand
Summary of Similar Nature Project in hand

Name: _____
(Applicant or member of Joint Venture)

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

Project Name	Year of Completion	Location	Value in PKR (Million)

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

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

Name: _____
(Applicant or member of Joint Venture)

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

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

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

PUNJAB POLICE undertake to treat all information provided as confidential.

Signed by an authorized Officer of the firm

Title of Officer: _____

Name:

Date:

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

Annex 9: Personnel Capabilities Short CV

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

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

PRE-QUALIFICATION DOCUMENT FOR BULLET PROOF HELMET

July 2019

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



**Punjab Police Department,
Government of Punjab**

CPO Complex, Turkish Block, Lahore Punjab, 2nd Floor Room No.204,
Bank Road, Near Old Anarkali, Lahore
Tel: 042-99213400 Fax: 042-99211715
URL: www.punjabpolice.gov.pk

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1. INVITATION FOR PRE-QUALIFICATION FOR FINANCIAL YEAR 2018-19

Punjab Police intends to Pre-Qualify Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM for procurement of **BULLET PROOF HELMET** for Punjab Police, complete in all respects. In accordance with clause “Eligible Firms, all reputable, registered and established Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM are invited to participate in Pre-Qualification Process and submit applications for Pre-Qualification.

A transparent evaluation method given in this document shall be adopted for the purpose of Pre-Qualification of the applicant’s capabilities in respect of vital elements of applicant’s organization and capacity. The Pre-Qualified Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM shall be invited to get involved in further Procurement Procedures. Performance of each Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM in terms of quality, delivery, after sales service, credit terms and other contractual obligations will be closely monitored and periodically reviewed during all future procurements they are involved in. The Pre-Qualification document carrying all details can be downloaded from Punjab police’s as well as PPRA website (<https://punjabpolice.gov.pk> & <https://ppra.punjab.gov.pk>) for information only. The applications along with all prescribed/related pre-qualification documents shall be received in sealed envelope by hand or through registered mail to the Senior Purchase Officer/Additional Inspector General of Police, Logistics & Procurement, Punjab, Lahore. The Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM should be fully and completely responsible for all the deliveries and deliverables to the Procuring agency (as per subsequent purchase order/contract).

Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM is also required to state in their application the name, title, fax number and e-mail address of their authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Procuring agency will not be responsible for any costs or expenses incurred by Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM in connection with the preparation or delivery of applications.

Under Punjab Procurement Rules 2014., the Procuring agency reserves the exclusive right to cancel the pre-Qualification process and reject all Applications.

2. APPLICABILITY OF PUNJAB PROCUREMENT RULES, 2014

This Pre-Qualification Process will be governed under Rule 16 & 17 of Punjab Procurement Rules, 2014 as amended from time to time and instructions of the Government of the Punjab

received during the completion of the process. These may be obtained from PPRA's and Punjab Police Websites.

3. DEFINITIONS

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

- I. "Authorized Representative" means any representative appointed, from time to time, by the Procuring agency or the Seller.
- II. "Procuring agency" means the Punjab Police Department or any other person for the time being or from time to time duly appointed in writing by the Procuring agency to act as Procuring agency for the purposes of the Contract.
- III. "Eligible applicants" means the Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM in accordance with **clause 4.7& 4.8.**
- IV. "Purchase Order" means a document issued by the Procuring agency to the Supplier for the delivery of Goods or Services as required by the Procuring agency.
- V. "Commencement Date of the Contract" means the date of signing of the Contract between the Procuring agency and the Seller.
- VI. "Contract" means the agreement entered into between the Procuring agency and the Seller, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments.
- VII. The Seller "means the Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM, whose Application has been accepted.
- VIII. "Contract Price" means the price payable to the Seller under the Purchase Order/Contract for the full and proper performance of its contractual obligations.
- IX. "Day" means calendar day.
- X. "Goods" means **BULLET PROOF HALMET** which the Seller is required to supply to the Procuring agency under the Purchase Order/Contract against each item.
- XI. "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- XII. "Prescribed" means prescribed in the Pre-Qualification Document.
- XIII. "Origin" shall be considered to be the place where the Goods are produced/ manufactured or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or

utility from its components. The origin of Goods and Services is distinct from the nationality of the Supplier.

- XIV. 'Pre-qualification committee' means a committee constituted by the procuring agency (of odd members) to evaluate applications to ascertain whether the applicant document correspond to the evaluation criteria formulated by the procuring agency in Para-6.
- XV. 'Grievance Redressal Committee' means a committee constituted by the procuring agency (of odd members) to address objections/complaints in the procurement process that may occur prior to enter into bidding process/ procurement contract and furnish its specific recommendations accordingly.

4. INFORMATION/INSTRUCTIONS TO THE APPLICANT

4.1. Signing of Application & Number of Copies

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

4.2. Cost of Application

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

4.3. Language of Application

The application as well as all correspondence and documents relating to the Pre-Qualification exchanged by the Applicant and the Procuring agency, shall be written in English language. Supporting documents and printed literature that are part of the application shall also be in the same language.

4.4. Clarification of Pre-Qualification Document

An Applicant requiring any clarification of the Pre-Qualification Document shall contact the Procuring agency in writing at the Procuring agency's address indicated in the Advertisement and this document. The Procuring agency will respond in writing or by Email to any request for

clarification provided that such request is received no later than five (5) days prior to the deadline for submission of applications. The Procuring agency shall forward copies of its response to all applicants who have acquired the Pre-Qualification Document directly from the Procuring agency including a description of the inquiry but without identifying its source. **The Procuring agency reserves the right to amend the Pre-Qualification Document as a result of a clarification if deemed appropriate and communicate the same to all applicants in writing or by Email.**

4.5. Amendment of Prequalification Document

At any time prior to the deadline for submission of applications, the Procuring agency may amend the Pre-Qualification Document by issuing Addendum/Corrigendum. Any Addendum/Corrigendum issued shall be part of the Pre-Qualification Document and shall be communicated in writing or by Email to all, who have obtained the Pre-Qualification Document.

4.6. Letter of Application

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

4.7. Eligible Applicants

This Invitation for Pre-Qualification is open to all original Manufacturers, within Pakistan and abroad. Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM as per 3(VII) are eligible for joint venture agreement.

4.8. Joint Venture(JV)

4.8.1 Joint Venture(JV) Agreement

Firms may submit Pre-Qualification Application in a Joint Venture of two or more firms. Pre-Qualification Document shall be signed by authorized representative of the Joint Venture. Joint Venture Agreement entered into by the members shall be submitted with the Pre-Qualification Document as per **Annex-2**. Letter of acceptance will be issued as per JV agreement.

4.8.2 Lead Member JV

One of the members who is responsible for performing the key function in executing major component of the proposed contract shall be nominated as lead member during the Pre-qualification and bidding period and in the event of a successful bid, during contract execution. The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of Joint venture. This authorization

shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members of the Joint Venture as per **Annex-3**. All responsibility for successful completion of the work as per tender documents shall be with the lead member.

4.8.3 Joint and Several Liability

All members of the Joint Venture shall be legally liable, jointly and severally, during the Pre-Qualification and bidding period, and during the event of a successful bid and contract execution. The Pre-Qualification of a Joint Venture does not necessarily Pre-Qualify any of its members to bid individually or as a member in any other Joint Venture.

4.8.4 Basic Requirements for Joint Venture (JV)

a) Following are minimum qualification requirements: -

i) The lead partner shall not score less than 40 percent of all qualifying criteria given in paras 6.2.

ii) Each of the partners shall not score less than 25 percent of all the qualifying criteria given in paras 6.2.

iii) **Maximum number of partners in JV is ‘TWO’.**

iv) In case an applicant firm wants to demonstrate experience of a project executed under JV arrangement, it must submit JV agreement clearly showing percentage share of all partners of JV. If the JV agreement showing percentage of the partners is not attached, the submitted project will not be considered during evaluation.

v) In JV one of the applicant shall be designated as the Lead member, to perform a lead role who has been duly appointed by all applicant(s) to submit and sign on their behalf all documents required hereunder to bind the entire JV agreement to the contents thereof.

vi) In JV, there must be a Lead firm appointed through a Power of Attorney executed by all other applicants but such JV agreement is limited to maximum of 2 firms only.

vii) The foreign/international OEM (not registered in Pakistan) should submit the OEM certificate issued by respective country's government/autonomous body or TUV, CE or DFA.

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

i) Partner(s) withdraw from a JV and remaining partners do not meet the qualifying requirements;

ii) The new partners to a JV are not qualified individually or as another JV; or

iii) In the opinion of the Procuring Agency, a substantial reduction in competition would result.

- c) Bid shall be signed by all members in the JV so as to legally bind all Standard Procedure for Pre-Qualification of Supplier.
- d) Partners, jointly and severally, and any application shall be submitted with a copy of the JV agreement providing the joint and several liability with respect to the contract.
- e) The prequalification of a JV does not necessarily prequalify any of its partners individually or as a partner in any other JV or association. In case of dissolution of a JV, each one of the constituent firms may prequalify if they meet all the prequalification requirements and any partner of J.V has requested/shall request for the same and then its prequalification shall be subject to the written approval of the Procuring Agency.

4.9 Submission of Pre-Qualification Application

Application for Prequalification (**One original and two Copies**, 01 hard & 01 soft) must be received in sealed envelopes to be delivered by hand or through registered mail on or before -----
----- **as per advertisement date and time**----- at the following address:

**Senior Purchase Officer/
Add: Inspector General of Police,
Logistics & Procurement, Punjab,
Govt: of the Punjab, Police Department,
CPO Complex, Turkish Block, Lahore Punjab, 2nd Floor Room No.204,
Bank Road, Near Old Anarkali, Lahore
Tel: 042-99213400 Fax: 042-99211715**

Envelope should be clearly marked **“Application for Pre- Qualification for Supply of**
_____.

4.10 Opening of Pre-Qualification Application

The Pre-Qualification Applications shall be opened on the same day i.e. ----- **as per advertisement date and time**----- in presence of Applicant’s representative who choose to be present in the conference room of POLICE DEPARTMENT at the address given under **Clause 4.9.**

According to PPRA Rules 2014, Procuring agency shall open the applications and shall prepare a record of the opening of applications that shall include, as a minimum, the name and signature of the representatives of the Applicants (if they choose to attend).

4.11 Late Submission of Pre-Qualification Applications

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

4.12 Lack of Information

Failure of an applicant to provide comprehensive and accurate information that is essential for the Procuring agency's evaluation of the applicant's Pre-Qualification or to provide timely clarification or substantiation of the information supplied may result in disqualification of the applicant and same shall be communicated in accordance with provisions of **Punjab Procurement Rules, 2014**.

4.13 Updating Prequalification Information

Pre-Qualified Applicants shall inform the Procuring agency of any material change in information that might affect their qualification status. Applicants shall be required to update key Pre- Qualification information at the time of bidding. Prior to award of contract, the lowest evaluated bidder will be required to confirm its continued qualified status in a post qualification review process as deemed appropriate by the Procuring agency.

4.14 Only one Application

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

4.15 Compliance

The Successful Firm/Joint Venture shall comply with and acquire all consents, approvals, permits and licenses applicable under the laws of Pakistan in relation to the performance of the work & services. Each Prospective bidder shall indemnify the Procuring agency, its Affiliates and their advisors fully in respect of any direct or indirect losses, damages, costs, penalties or expenses of any kind incurred by such person arising from a Prospective Firms/ Joint Venture's breach of the obligations referred to above.

4.16 Fraud & Corruption

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

- i. "Corrupt Practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the Pre-Qualification process or in contract execution.
- ii. "Fraudulent Practice" means a misrepresentation or omission of facts in order to influence the Pre-Qualification; "Collusive Practice" means a scheme or arrangement

between two or more Applicants, with or without the knowledge of the Procuring agency, designed to establish artificial Data/ Information.

- iii. “Coercive Practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the prequalification process.

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

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

4.17 Declaring of Ineligibility and Blacklisting

Declaration of ineligibility and Blacklisting would be applicable as per clause 20 and 21 of PPRA Rules 2014 respectively which;

- i) Declaration of ineligibility: –
 - (a) Subject to rule 21, the procuring agency may, after providing an opportunity of hearing, declare, through a notification, an applicant for prequalification as ineligible for participating in any public procurement process for such period as it may determine on account of his engaging, directly or through an agent, in corrupt practice.
 - (b) A copy of the notification shall be provided to the affected person and to the Authority.
- ii) Blacklisting: - A Procuring Agency may, for a specified period, debar a bidder or contractor from participating in any public procurement process of the procuring agency, if the bidder or contractor has:
 - a) acted in a manner detrimental to the public interest or good practices;
 - b) consistently failed to perform his obligation under the contract;
 - c) not performed the contract up to the mark; or indulged in any corrupt practice

4.18 No Conflict of Interest

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

4.18.1 Applicant have common controlling shareholders or other ownership interest.

4.18.2 Applicant is also a constituent of another applicant.

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

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

4.19 Additional Information

As stated in PPRA Rules 2014 (Clause-18), "A procuring agency, at any stage of the procurement proceedings, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of a contractor, whether or not Pre-Qualified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competence as the procuring agency may decide".

4.20 International commitments of the Government.

- i. If any provision of these rules is in conflict with any obligation or commitment of the Government arising out of an international agreement with a state or states, or any international financial institution, the provisions of such international agreement, to the extent of conflict shall prevail.
- ii. Supplier will supply the product from that "Country" which has not been banned/embargo by Government of Pakistan.

5 PROCURING AGENCY'S RIGHTS

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

- i. Amend the items, scope of procurement, if required while adhering to the Principles of Procurement as per Rule 4 of the Punjab Procurement Rules, 2014 during the Pre-Qualification process.
- ii. The Procuring agency will not be responsible for any costs or expenses incurred by Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM in connection with the preparation or delivery of applications.
- iii. As authority competent to accept the application, the Procuring agency reserves the exclusive right to cancel the pre-Qualification process, accept or reject all applications.

5.1 Address of Procuring agency

**Senior Purchase Officer/
Addl: Inspector General of Police,**

Logistics & Procurement, Punjab,
Govt: of the Punjab, Police Department,
CPO Complex, Turkish Block, Lahore Punjab, 2nd Floor Room No.204,
Bank Road, Near Old Anarkali, Lahore
Tel: 042-99213400 Fax: 042-99211715

6 CRITERIA FOR EVALUATION OF APPLICATIONS

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

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

6.1 Eligibility/ Mandatory Criteria

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

- a. Valid legal entity of the firm e.g. Certificate of registration from SECP or Registrar of firms. Foreign firms must attach similar certificate of registration from the respective registration body of their home country.
- b. Certificate of registration with relevant Taxation Authorities (Income Tax, Sales Tax or any other applicable by Law). Foreign firms must attach similar certificate of registration from the Tax Authority of their home country.
- c. Last Three years (FY) Audited Financial Statements by the Chartered Accountant firm.
- d. Last Year Bank Statement (for the period July 01, 2017 to June 30, 2018), verified by respective Bank.
- e. Affidavit on Non-Judicial stamp paper that Non-Performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation.
- f. Judicial Affidavit declaring "Neither the firms nor its Directors, Stakeholders, as a whole or as a part of the firm have ever been black listed/ defaulted by any government agency/ department/organization".
- g. Provide separate undertaking that the information supplied by the firm is correct.

- h. Affidavit on Non-Judicial stamp paper declaring “OEM/Supplier will supply the product from that “Country” which has not been banned/embargo by Government of Pakistan”.
- i. Copy of Punjab Engineering Council Certificate (***Optional for required category, if any**)
- j. Copy of Registration status of applicant (Company, Partnership Firm, Sole Proprietor ship, NGO etc.)

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

6.2 Pre-Qualification Evaluation Criteria

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

Important Note.

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

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

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

6.2.1 Financial Soundness

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

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

Marks shall be awarded on the basis of the following criteria

Sr. No.	Description	Marks	Explanation for Marks Obtained
a	Annual Turnover Annual Turnover of last three years	15	<ul style="list-style-type: none"> • Full Marks will be given if total of Annual Turnover of last three FY's (as per the audited financial Statements) is equal or above amounting Rs. 600 million (PKR) (or equivalent in other currency.) • Formula

			A = (Y1+Y2+Y3)/600 *15 Y1,Y2,Y3 representing annual turnover of last three years)
b	Bank Credit Limit/ Cash and Bank balance	10	<ul style="list-style-type: none"> • Full marks will be given if ‘‘Bank Credit Limit’’, ‘‘Cash and Bank Balance’’ jointly or severally is amounting to Rs. 300 million or more: • Formula (Bank Credit Limit +Cash and Bank balance) /300* 10.
Total Marks		25	

6.2.2 Relevant Experience

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

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

6.2.3 MANUFACTURING/PRODUCTION CAPABILITIES

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

Sr. No.	Description	Marks	Explanation for Marks Obtained
a	Production/Assembling unit with allied skilled staff.	30	<p>Proof from relevant documents.</p> <ul style="list-style-type: none"> • 10 Marks for having stitching machines = 10 marks. (Explanation: 01 Stitching Machines for one mark.) • 10 Marks for 01 cutter and 05 Stitchers / Tailors = 10 marks (Explanation: 01 Stitcher / Tailors for 02 marks) <p>*Cutting Master is compulsory otherwise 05 marks will be deducted.</p> <ul style="list-style-type: none"> • Manufacturer Authorization/Commitment (Soft Armor) for 4000 Jackets (approx.) within reasonable time frame as per delivery schedule = 05 marks • Manufacturer Authorization/ Commitment (Hard Armor) for 4000 Jackets (approx.) within reasonable time frame as per delivery schedule = 05 marks
Total Marks		30	

6.2.4 Personnel Capabilities

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

Sr. No.	Description	Marks	Explanation for Marks Obtained
a	Managerial Staff (05 professionals)	05 (0.5 for each professional)	<p>Master's Degree with Minimum 03 years of relevant experience or Bachelor with Minimum 05 years of relevant experience</p>
	Support Staff	10	<ul style="list-style-type: none"> • 10 Marks will be given if applicant firm has 20 or more support staff. • For staff, less than 20, marks shall be awarded as:

			(No of support staff/20) *10
	Quality Certification and any other certification	05	<ul style="list-style-type: none"> • 05 Marks will be given if applicant firm has Quality Certification (relevant category). No mark if applicant firm has not provided quality Certification
Total Marks		20	

Annex 1: Cover Letter

To

**Senior Purchase Officer/
Add: Inspector General of Police,
Logistics & Procurement, Punjab,
Govt: of the Punjab, Police Department,
CPO Complex, Turkish Block, Lahore Punjab, 2nd Floor Room No.204,
Bank Road, Near Old Anarkali, Lahore
Tel: 042-99213400 Fax: 042-99211715**

Subject: _____

Respected Sir,

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

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

Attached to this letter are copies of original documents defining:

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

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

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

Contact 1	Telephone 1
Contact 2	Telephone 2
Financial Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

3. This application is made with the full understanding that:
- a. Bids by prequalified applicants will be subject to verification of all information submitted for prequalification at the time of bidding;
 - b. The Procuring agency reserves the right to reject or accept all application, may cancel the prequalification process.
 - c. The Procuring agency shall not be liable for any such actions or consequences and shall be under no obligation to inform the Applicant of the grounds for actions at 5(b) here above.
[Applicants who are not joint ventures should delete Para 4&5 and initial the deletions.]
4. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, to the joint venture. We also specify the financial commitment in terms of the percentage of the value of the (each) contract, and the responsibilities for execution of the (each) contract.
5. We confirm that in the event that we bid, that bid as well as any resulting contract will be: -
- a. Signed so as to legally bind all members, jointly and severally.
 - b. Submitted with a Joint Venture agreement providing the joint and several liabilities of all members in the event the contract is awarded to us.
6. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.
1. Signed for and on behalf of [Name of the Lead Member] _____

Signature: _____

Name: _____

Designation: _____

Date: _____

Seal: _____

Annex 2: Joint Venture Agreement

(Should be a Formal JV agreement on a Stamp Paper of value PKR 1,000)

To:

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

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

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

I. Signed for and on behalf of [Name of the LeadMember]

Signature: _____

Name: _____

Designation: _____

Date: _____

Seal: _____

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

Signature: _____

Name: _____

Designation: _____

Date: _____

Seal: _____

Annex 3: Lead Member of JV

(Power of Attorney for Lead Member of Joint Venture (JV))

[To be printed on a PKR 100 stamp paper]

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

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

Now Therefore Know All Men by These Presents

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

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and

that all acts, deeds and things done by your said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ JV.

In witness whereof we the principals above named have executed this power of attorney on this _____ day of _____ 2018.

Members:

<u>Member 1</u>	<u>Member 2</u>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____

Witnesses:

<u>Witness 1</u>	<u>Witness 2</u>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____

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

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

Annex 4: General Information

PARTICULARS

Company Name _____

Abbreviated Name _____

National Tax No. _____ Sales Tax Registration No. _____

No. of Employees _____ Company's Formation Date _____

Registered Office Address _____

State/Province _____

City/Town _____ Postal Code _____

Phone _____ Fax _____

Email Address _____ Website Address _____

Branch Office Address _____

City/Town _____ State/Province _____

Country _____ Postal Code _____

Phone _____ Fax _____

Factory/Workshop Office Address _____

City/Town _____ State/Province _____

Country _____ Postal Code _____

Phone _____ Fax _____

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

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

Annex-5: Financial Soundness

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

Financial Soundness

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

Banker

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

Summarize documented information in Pak Rupees (equivalent at the current rate of exchange at the end of each year) for the previous three years (if FY 2018-19 audit is complete then below FY may read as (FY2016-17, FY 2017-18, FY2018-19).

Financial Information in Pak Rupees	FY2015-2016	FY2016-2017	FY2017-2018
Annual Turnover			
Total Assets			
Total Liabilities			
Net Worth			
Working Capital			
Current Assets			
Current Liabilities			
Profits Before Taxes			
Profits After Taxes			
Total Debt			
Total Equity			
Total Revenue			
Annual Turnover			

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

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

Annex-6: Similar Projects
Summary of Similar Nature Project Completed

Name: _____
(Applicant or member of Joint Venture)

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

Project Name	Year of Completion	Location	Value in PKR (Million)

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

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

Annex 7: Similar Project in Hand

Summary of Similar Nature Project in hand

Name: _____
 (Applicant or member of Joint Venture)

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

Project Name	Year of Completion	Location	Value in PKR (Million)

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

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

Name: _____
(Applicant or member of Joint Venture)

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

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

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

PUNJAB POLICE undertake to treat all information provided as confidential.

Signed by an authorized Officer of the firm

Title of Officer: _____

Name:

Date:

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

Annex 9: Personnel Capabilities Short CV

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

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

PRE-QUALIFICATION DOCUMENT FOR STITCHED UNIFORM

July 2019

PRE-QUALIFICATION OF ORIGINAL EQUIPMENT MANUFACTURERS



**Punjab Police Department,
Government of Punjab**

CPO Complex, Turkish Block, Lahore Punjab, 2nd Floor Room No.204,
Bank Road, Near Old Anarkali, Lahore
Tel: 042-99213400 Fax: 042-99211715
URL: www.punjabpolice.gov.pk

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1. INVITATION FOR PRE-QUALIFICATION FOR FINANCIAL YEAR 2019-20

Punjab Police intends to Pre-Qualify Original Equipment Manufacturer (OEM) for procurement of **STITCHED UNIFORM** for Punjab Police, complete in all respects. In accordance with clause “Eligible Firms” all reputable, registered and established OEM are invited to participate in Pre-Qualification Process and submit Applications for Pre-Qualification.

A transparent evaluation method given in this document shall be adopted for the purpose of Pre-Qualification of the applicant’s capabilities in respect of vital elements of applicant’s organization and capacity. The Pre-Qualified OEM shall be invited to get involved in further Procurement Procedures. Performance of each OEM in terms of quality, delivery, after sales service, credit terms and other contractual obligations will be closely monitored and periodically reviewed during all future procurements they are involved in.

The Pre-Qualification document carrying all details can be downloaded from Punjab Police’s as well as PPRA website (<https://punjabpolice.gov.pk> & <https://ppra.punjab.gov.pk>) for information only. The applications alongwith all prescribed/related pre-qualification documents shall be received in sealed envelope by hand or through registered mail to the Senior Purchase Officer/Additional Inspector General of Police, Logistics & Procurement, Punjab, Lahore. The OEM should be fully and completely responsible for all the deliveries and deliverables to the Procuring Agency (as per subsequent purchase order/contract).

OEM is also required to state in their Applications the name, title, fax number and e-mail address of their authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Procuring Agency will not be responsible for any costs or expenses incurred by OEM in connection with the preparation or delivery of Applications.

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

2. APPLICABILITY OF PUNJAB PROCUREMENT RULES, 2014

This Pre-Qualification Process will be governed under Rule 16& 17 of Punjab Procurement Rules, 2014 as amended from time to time and instructions of the Government of the Punjab received during the completion of the process. These may be obtained from PPRA’s and Punjab Police Websites.

3. DEFINITIONS

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

- I. "Authorized Representative" means any representative appointed, from time to time, by the Procuring Agency or the Seller.
- II. "Procuring Agency" means the Punjab Police Department or any other person for the time being or from time to time duly appointed in writing by the Procuring Agency to act as Procuring Agency for the purposes of the Contract.
- III. "Eligible applicants" means the Original Equipment Manufacturer (OEM) in accordance with **clause 4.7 and 4.8**.
- IV. "Purchase Order" means a document issued by the Procuring Agency to the Supplier for the delivery of Goods or Services as required by the Procuring Agency.
- V. "Commencement Date of the Contract" means the date of signing of the Contract between the Procuring Agency and the Seller.
- VI. "Contract" means the agreement entered into between the Procuring Agency and the Seller, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments.
- VII. The Seller "means the Original Equipment Manufacturer (OEM), whose application has been accepted.
- VIII. "Contract Price" means the price payable to the Seller under the Purchase Order/Contract for the full and proper performance of its contractual obligations.
- IX. "Day" means calendar day.
- X. "Goods" means (**STITCHED UNIFORM**) which the Seller is required to supply to the Procuring Agency under the Purchase Order/Contract against each item.
- XI. "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- XII. "Prescribed" means prescribed in the Pre-Qualification Document.
- XIII. "Origin" shall be considered to be the place where the Goods are produced/ manufactured or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Supplier.
- XIV. 'Pre-qualification committee' means a committee constituted by the Procuring Agency (of odd members) to evaluate applications to ascertain whether the applicant document correspond to the evaluation criteria formulated by the Procuring Agency in Para-6.

XV. ‘Grievance Redressal Committee’ means a committee constituted by the Procuring Agency (of odd members) to address objections/complaints in the procurement process that may occur prior to enter into bidding process/ procurement contract and furnish its specific recommendations accordingly.

4. INFORMATION/INSTRUCTIONS TO THE APPLICANT

4.1. Signing of Application & Number of Copies

The Applicant shall prepare the documents comprising the information required in the Pre-Qualification Document and clearly mark it “ORIGINAL”. The original of the application shall be typed or written in indelible ink and each page shall be signed by a person duly authorized to sign on behalf of the Applicant. **The Applicant shall submit one (01) original, one (01) hard copy and one (01) soft copy of the signed application in addition to the original application and clearly mark them as “ORIGINAL” and/or “COPY”.** In the event of any discrepancy between the original and the copy, the original shall prevail.

4.2. Cost of Application

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

4.3. Language of Application

The application as well as all correspondence and documents relating to the Pre-Qualification exchanged by the Applicant and the Procuring Agency, shall be written in English language. Supporting documents and printed literature that are part of the application shall also be in the same language.

4.4. Clarification of Pre-Qualification Document

An Applicant requiring any clarification of the Pre-Qualification Document shall contact the Procuring Agency in writing at the Procuring Agency’s address indicated in the Advertisement and this document. The Procuring Agency will respond in writing or by Email to any request for clarification provided that such request is received no later than five (5) days prior to the deadline for submission of applications. The Procuring Agency shall forward copies of its response to all applicants who have acquired the Pre-Qualification Document directly from the Procuring Agency including a description of the inquiry but without identifying its source. **The Procuring Agency reserves the right to amend the Pre-Qualification Document as a result**

of a clarification if deemed appropriate and communicate the same to all applicants in writing or by Email.

4.5. Amendment of Pre-Qualification Document

At any time prior to the deadline for submission of applications, the Procuring Agency may amend the Pre-Qualification Document by issuing Addendum/Corrigendum. Any Addendum/Corrigendum issued shall be part of the Pre-Qualification Document and shall be communicated in writing or by Email to all, who have obtained the Pre-Qualification Document.

4.6. Letter of Application

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

4.7. Eligible Applicants

This Invitation for Pre-Qualification is open to all original Manufacturers, within Pakistan and abroad. Only OEM as per 3(VII) are eligible for joint venture agreement with other(s) OEM.

4.8. Joint Venture (JV)

4.8.1 Joint Venture (JV) Agreement

Firms may submit Pre-Qualification Application in a Joint Venture of two or more firms. Pre-Qualification Document shall be signed by authorized representative of the Joint Venture. Joint Venture Agreement entered into by the members shall be submitted with the Pre-Qualification Document as per **Annex-2**. Letter of acceptance will be issued as per JV agreement.

4.8.2 Lead Member JV

One of the members who is responsible for performing the key function in executing major component of the proposed contract shall be nominated as lead member during the Pre-Qualification and bidding period and in the event of a successful bid, during contract execution. The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of Joint venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members of the Joint Venture as per **Annex-3**. All responsibility for successful completion of the work as per tender documents shall be with the lead member.

4.8.3 Joint and Several Liability

All members of the Joint Venture shall be legally liable, jointly and severally, during the Pre-Qualification and bidding period, and during the event of a successful bid and contract execution. The Pre-Qualification of a Joint Venture does not necessarily Pre-Qualify any of its members to bid individually or as a member in any other Joint Venture.

4.8.4 Basic Requirements for Joint Venture (JV)

a) Following are minimum qualification requirements: -

i) The lead partner shall not score less than 40 percent of all qualifying criteria given in paras6.2.

ii) Each of the partners shall not score less than 25 percent of all the qualifying criteria given in paras6.2.

iii) **Maximum number of partners in JV is 'TWO'.**

iv) In case an applicant firm wants to demonstrate experience of a project executed under JV arrangement, it must submit JV agreement clearly showing percentage share of all partners of JV. If the JV agreement showing percentage of the partners is not attached, the submitted project will not be considered during evaluation.

v) In JV one of the applicant shall be designated as the Lead member, to perform a lead role who has been duly appointed by all applicant(s) to submit and sign on their behalf all documents required hereunder to bind the entire JV agreement to the contents thereof.

vi) In JV, there must be a Lead firm appointed through a Power of Attorney executed by all other applicants but such JV agreement is limited to maximum of 2 firms only.

vii) The foreign/international OEM (not registered in Pakistan) should submit the OEM certificate issued by respective country's government/autonomous body or TUV, CE or DFA.

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

i) Partner(s) withdraw from a JV and remaining partners do not meet the qualifying requirements;

ii) The new partners to a JV are not qualified individually or as another JV; or

iii) In the opinion of the Procuring Agency, a substantial reduction in competition would result.

c) Bid shall be signed by all members in the JV so as to legally bind all Standard Procedure for Pre-Qualification of Supplier.

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

e) The prequalification of a JV does not necessarily prequalify any of its partners individually or as a partner in any other JV or association. In case of dissolution of a JV,

each one of the constituent firms may prequalify if they meet all the prequalification requirements and any partner of J.V has requested/shall request for the same and then its prequalification shall be subject to the written approval of the Procuring Agency.

4.9 Submission of Pre-Qualification Application

Application for Prequalification (**One original and two Copies**, 01 hard & 01 soft) must be received in sealed envelopes to be delivered by hand or through registered mail on or before -----
----- **as per advertisement date and time**----- at the following address:

**Senior Purchase Officer/
Addl: Inspector General of Police,
Logistics & Procurement, Punjab,
Govt: of the Punjab, Police Department,
CPO Complex, Turkish Block, 2nd Floor, Bank Road, Near Old Anarkali, Lahore.
Tel: 042-99213400 Fax: 042-99211715.**

Envelope should be clearly marked **“Application for Pre- Qualification for Supply of**
_____.

4.10 Opening of Pre-Qualification Application

The Pre-Qualification Applications shall be opened on the same day i.e. ----- **as per advertisement date and time**----- in presence of Applicant’s representative who choose be present in the conference room of POLICE DEPARTMENT at the address given under **Clause 4.9.**

According to PPRA Rules 2014, Procuring Agency shall open the applications and shall prepare a record of the opening of applications that shall include, as a minimum, the name and signature of the representatives of the Applicants (if they choose to attend).

4.11 Late Submission of Pre-Qualification Applications

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

4.12 Lack of Information

Failure of an applicant to provide comprehensive and accurate information that is essential for the Procuring Agency’s evaluation of the applicant’s Pre-Qualification or to provide timely clarification or substantiation of the information supplied may result in disqualification of the applicant and same shall be communicated in accordance with provisions of **Punjab Procurement Rules, 2014.**

4.13 Updating Prequalification Information

Pre-Qualified Applicants shall inform the Procuring Agency of any material change in information that might affect their qualification status. Applicants shall be required to update key Pre- Qualification information at the time of bidding. Prior to award of contract, the lowest evaluated bidder will be required to confirm its continued qualified status in a post qualification review process as deemed appropriate by the Procuring Agency.

4.14 Only one Application

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

4.15 Compliance

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

4.16 Fraud & Corruption

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

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

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

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

4.17 Declaring of Ineligibility and Blacklisting

Declaration of ineligibility and Blacklisting would be applicable as per clause 20 and 21 of PPRA Rules 2014 respectively which;

- i) Declaration of ineligibility: –
 - (a) Subject to rule 21, the procuring agency may, after providing an opportunity of hearing, declare, through a notification, an applicant for prequalification as ineligible for participating in any public procurement process for such period as it may determine on account of his engaging, directly or through an agent, in corrupt practice.
 - (b) A copy of the notification shall be provided to the affected person and to the Authority.
- ii) Blacklisting: - A Procuring Agency may, for a specified period, debar a bidder or contractor from participating in any public procurement process of the procuring agency, if the bidder or contractor has:
 - a) acted in a manner detrimental to the public interest or good practices;
 - b) consistently failed to perform his obligation under the contract;

not performed the contract up to the mark; or indulged in any corrupt practice

4.18 No Conflict

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

4.18.1 Applicant has common controlling shareholders or other ownership interest.

4.18.2 Applicant is also a constituent of another applicant.

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

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

4.19 Additional Information

As stated in PPRA Rules 2014 (Clause-18), "A procuring agency, at any stage of the procurement proceedings, having credible reasons for, or prima facie evidence of, any defect in

the capacity or otherwise of a contractor, whether or not Pre-Qualified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competence as the Procuring Agency may decide”.

4.20 International commitments of the Government.

- i. If any provision of these rules is in conflict with any obligation or commitment of the Government arising out of an international agreement with a state or states, or any international financial institution, the provisions of such international agreement, to the extent of conflict shall prevail.
- ii. Supplier will supply the product from that “Country” which has not been banned/embargo by Government of Pakistan.

5 PROCURING AGENCY’S RIGHTS

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

- i. Amend the items, scope of procurement, if required while adhering to the Principles of Procurement as per Rule 4 of the Punjab Procurement Rules, 2014 during the Pre-Qualification process.
- ii. The Procuring Agency will not be responsible for any costs or expenses incurred by Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM in connection with the preparation or delivery of Applications.
- iii. As authority competent to accept the Application, the Procuring Agency reserves the exclusive right to cancel the pre-Qualification process, accept or reject all Applications.

5.1 Address of Procuring Agency

**Senior Purchase Officer/
Addl: Inspector General of Police,
Logistics & Procurement, Punjab,
Govt: of the Punjab, Police Department,
CPO Complex, Turkish Block, 2nd Floor, Bank Road, Near Old Anarkali, Lahore.
Tel: 042-99213400 Fax: 042-99211715.**

6 CRITERIA FOR EVALUATION OF APPLICATIONS

Pre-Qualification will be based on Applicant’s meeting the following qualification criteria regarding their financial soundness, firm’s experience and quality of its personnel & equipment and other relevant information as demonstrated by the Applicant’s response in the Pre-Qualification Forms attached to the Submission Form (Annex-1). Successful

applicants/firms/JV fulfilling the eligibility /mandatory criteria (as mentioned in 6.1) will be evaluated on following factors (as mentioned in 6.2).

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

6.1 Eligibility/ Mandatory Criteria

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

- a. Valid legal entity of the firm e.g. Certificate of registration from SECP or Registrar of firms. Foreign firms must attach similar certificate of registration from the respective registration body of their home country.
- b. Certificate of registration with relevant Taxation Authorities (Income Tax, Sales Tax or any other applicable by Law). Foreign firms must attach similar certificate of registration from the Tax Authority of their home country.
- c. Last Three years (FY) Audited Financial Statements by the Chartered Accountant firm.
- d. Last Year Bank Statement (for the period July 01, 2017 to June 30, 2018), verified by respective Bank.
- e. Affidavit on Non-Judicial stamp paper that Non-Performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation.
- f. Judicial Affidavit declaring “Neither the firms nor its Directors, Stakeholders, as a whole or as a part of the firm have ever been black listed/ defaulted by any government agency/ department/organization”.
- g. Provide separate undertaking that the information supplied by the firm is correct.
- h. Affidavit on Non-Judicial stamp paper declaring “OEM/Supplier will supply the product from that “Country” which has not been banned/embargo by Government of Pakistan”.
- i. Copy of Punjab Engineering Council Certificate (***Optional for required category, if any**)
- j. Copy of Registration status of applicant (Company, Partnership Firm, Sole Proprietor ship, NGO etc.)

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

6.2 Pre-Qualification Evaluation Criteria

Sub Category	Category	Weightage/Marks
A	Financial Soundness	25
B	Relevant Experience	25

C	Manufacturing Facility	30
D	Personnel Capabilities	20
Total		100

Important Note.

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

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

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

6.2.1 Financial Soundness

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

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

Marks shall be awarded on the basis of the following criteria

Sr. No.	Description	Marks	Explanation for Marks Obtained
a)	Annual Turnover A- Annual Turnover of last three years	15	<ul style="list-style-type: none"> Full Marks will be given if total of Annual Turnover of last three FY's (as per the audited financial Statements) is equal or above amounting Rs. 1800 million (PKR) (or equivalent in other currency.) Formula A = (Y1+Y2+Y3)(in millions)/1800 *15 No marks will be given if (Y1+Y2+Y3) is less than Rs. 800 million *(Y1,Y2,Y3 representing annual turnover of last three years)
b)	Tangible Net Worth	05	<ul style="list-style-type: none"> Full marks if Tangible Net worth is equal or above amounting Rs. 1000 million. Tangible Net worth (in million)/ 1000 * 5. No marks shall be awarded if Net Worth is less than Rs. 400 Million. *Tangible Net Worth= Total Assets - Total Liabilities – Intangible Assets

c)	Bank Credit Limit/ Cash and Bank balance	5	Criteria of awarding marks: - <ul style="list-style-type: none"> • Full marks will be given if ‘‘Bank Credit Limit’’, ‘‘Cash and Bank Balance’’ jointly or severally is amounting to Rs. 500 million or more: - • Formula (Bank Credit Limit +Cash and Bank balance) (in million)/500* 5.
Total Marks		25	

6.2.2 Relevant Experience

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

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

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

6.2.3 MANUFACTURING/PRODUCTION CAPABILITIES

Marks shall be awarded on the basis of Manufacturing Facility of Original Equipment Manufacturer (OEM). No marks shall be awarded if declaration of Manufacturing Facility is not provided along with Annex.

Sr. No.	Description	Marks	Explanation for Marks Obtained
a)	Production/ Assembling unit with allied skilled staff.	7.5 marks	Weaving Unit: - <ul style="list-style-type: none"> • Applicant must have air jet looms with capacity of producing cloth of required width=15 marks
		7.5 marks	Dying Unit <ul style="list-style-type: none"> • Applicant must have Water Treatment plant and dying plant of vat for dying facilities of cloth of required width=15 marks

b)	Production/assembling unit with allied skilled staff.	10 marks	<p>The applicant firm/ OEM shall submit affidavit & proof of manufacturing indicating number of Similar Cutting & Stitching of STITCHED UNIFORM.</p> <p>Capability for Cutting & Stitching of Uniform:</p> <ul style="list-style-type: none"> • Monthly Capability of cutting & stitching of 40,000 sets (shirts + trouser) of Uniform or more=20 marks • For less than 40,000 sets marks shall be awarded as: • (No of Uniform Kits/40,000) *10
c)	Machinery & Special Equipment required for reasonable unit	5 marks	<ul style="list-style-type: none"> • Applicants/manufacturer must have 100 stitching machines including all machines= 3 marks • Collar and cuff automatic fusing machine (02 No.) =2 marks (Maximum) • Computerized marker and plotter equipment=1 mark
Total Marks		30	

6.2.4 Personnel Capabilities

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

Sr. No.	Description	Marks	Explanation for Marks Obtained
a)	Managerial Staff (10 professionals)	05 (0.5 for each professional)	Master's / Engineering degree with minimum 03 years of relevant experience or Bachelor with minimum 05 years of relevant experience
b)	Support Staff	10	<ul style="list-style-type: none"> • 10 Marks will be given if applicant firm has 200 or more support staff. • For staff, less than 200, marks shall be awarded as: (No of support staff/200) *10
b)	Quality Certification and any other Certification	05	<ul style="list-style-type: none"> • 05 Marks will be given if applicant firm has Quality Certification (relevant category). • No mark if applicant firm has not provided Quality Certification.
Total Marks		20	

Annex 1: Cover Letter

To

**Senior Purchase Officer/
Addl: Inspector General of Police,
Logistics & Procurement, Punjab,
Govt: of the Punjab, Police Department,
CPO Complex, Turkish Block, 2nd Floor, Bank Road, Near Old Anarkali, Lahore.
Tel: 042-99213400 Fax: 042-99211715.**

Subject: _____

Respected Sir,

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

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

Attached to this letter are copies of original documents defining:

- a. The Applicant's legal status
 - b. The principal place of business
 - c. The place of incorporation (for applicants who are corporations); or the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).
1. The Procuring Agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents, and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This Letter of Application will also serve as authorization to any individual or authorized representative of any institution referred to in the supporting information, to provide such information deemed necessary and requested by yourselves or the authorized representative to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.
 2. The Procuring Agency and its authorized representatives may contact the following inquiry numbers:

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

Contact 2	Telephone 2
Technical Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2
Financial Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

3. This application is made with the full understanding that:
- a. Bids by prequalified applicants will be subject to verification of all information submitted for prequalification at the time of bidding;
 - b. The Procuring Agency reserves the right to reject or accept all application, may cancel the prequalification process.
 - c. The Procuring Agency shall not be liable for any such actions or consequences and shall be under no obligation to inform the Applicant of the grounds for actions at 5(b) here above.
[Applicants who are not joint ventures should delete Para 4&5 and initial the deletions.]
4. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, to the joint venture. We also specify the financial commitment in terms of the percentage of the value of the (each) contract, and the responsibilities for execution of the (each) contract.
5. We confirm that in the event that we bid, that bid as well as any resulting contract will be: -
- a. Signed so as to legally bind all members, jointly and severally.
 - b. Submitted with a Joint Venture agreement providing the joint and several liabilities of all members in the event the contract is awarded to us.
6. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.
1. Signed for and on behalf of [Name of the Lead Member] _____

Signature: _____

Name: _____

Designation: _____

Date: _____

Seal: _____

Annex 2: Joint Venture Agreement

(Should be a Formal JV agreement on a Stamp Paper of value PKR 1,000)

To:

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

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

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

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

Signature: _____

Name: _____

Designation: _____

Date: _____

Seal: _____

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

Signature: _____

Name: _____

Designation: _____

Date: _____

Seal: _____

Annex 3: Lead Member of JV

(Power of Attorney for Lead Member of Joint Venture (JV))

[To be printed on a PKR 100 stamp paper]

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

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

Now Therefore Know All Men by These Presents

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

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in

exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/
JV.

**In witness whereof we the principals above named have executed this power of attorney on this
_____ day of _____ 2019.**

Members:

<u>Member 1</u>		<u>Member 2</u>	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____

Witnesses:

<u>Witness 1</u>		<u>Witness 2</u>	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____

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

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

Annex 4: General Information

PARTICULARS

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

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

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

Annex-5: Financial Soundness

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

Financial Soundness

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

Banker

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

Summarize documented information in Pak Rupees (equivalent at the current rate of exchange at the end of each year) for the previous three years (if FY 2018-19 audit is complete then below FY may read as (FY2016-17, FY 2017-18, FY2018-19).

Financial Information in Pak Rupees	FY2015-2016	FY2016-2017	FY2017-2018
Annual Turnover			
Total Assets			
Total Liabilities			
Net Worth			
Working Capital			
Current Assets			
Current Liabilities			
Profits Before Taxes			
Profits After Taxes			
Total Debt			
Total Equity			
Total Revenue			
Annual Turnover			

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

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

Annex-6: Similar Projects

Summary of Similar Nature Project Completed

Name: _____
 (Applicant or member of Joint Venture)

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

Project Name	Year of Completion	Location	Value in PKR (Million)

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

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

Annex 7: Similar Project in Hand

Summary of Similar Nature Project in hand

Name: _____
(Applicant or member of Joint Venture)

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

Project Name	Year of Completion	Location	Value in PKR (Million)

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

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

Name: _____
(Applicant or member of Joint Venture)

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

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

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

PUNJAB POLICE undertake to treat all information provided as confidential.

Signed by an authorized Officer of the firm

Title of Officer: _____

Name:

Date:

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

Annex 9: Personnel Capabilities Short CV

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

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

PRE-QUALIFICATION DOCUMENT FOR T-SHIRT/VESTS

July 2019

PRE-QUALIFICATION OF ORIGINAL EQUIPMENT MANUFACTURERS



**Punjab Police Department,
Government of Punjab**

**CPO Complex, Turkish Block, 2nd Floor,
Bank Road, Near Old Anarkali, Lahore.
Tel: 042-99213400 Fax: 042-99211715.**

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1. INVITATION FOR PRE-QUALIFICATION FOR FINANCIAL YEAR 2018-19

Punjab Police intends to Pre-Qualify Original Equipment Manufacturer (OEM) for procurement of **T-SHIRT** for Punjab Police, complete in all respects. In accordance with clause “Eligible Firms, all reputable, registered and established OEM are invited to participate in Pre-Qualification Process and submit Applications for Pre-Qualification.

A transparent evaluation method given in this document shall be adopted for the purpose of Pre-Qualification of the applicant’s capabilities in respect of vital elements of applicant’s organization and capacity. The Pre-Qualified OEM shall be invited to get involved in further Procurement Procedures. Performance of each OEM in terms of quality, delivery, after sales service, credit terms and other contractual obligations will be closely monitored and periodically reviewed during all future procurements they are involved in.

The Pre-Qualification document carrying all details can be downloaded from Punjab police’s as well as PPRA website (<https://punjabpolice.gov.pk> & <https://ppra.punjab.gov.pk>) for information only. The applications along with all prescribed/related pre-qualification documents shall be received in sealed envelope by hand or through registered mail to the Senior Purchase Officer/Additional Inspector General of Police, Logistics & Procurement, Punjab, Lahore. The OEM should be fully and completely responsible for all the deliveries and deliverables to the Procuring Agency (as per subsequent purchase order/contract).

OEM is also required to state in their Application the name, title, fax number and e-mail address of their authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Procuring Agency will not be responsible for any costs or expenses incurred by OEM in connection with the preparation or delivery of Applications.

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

2. APPLICABILITY OF PUNJAB PROCUREMENT RULES, 2014

This Pre-Qualification Process will be governed under Rule 16 & 17 of Punjab Procurement Rules, 2014 as amended from time to time and instructions of the Government of the Punjab received during the completion of the process. These may be obtained from PPRA’s and Punjab Police Websites.

3. DEFINITIONS

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

- I. "Authorized Representative" means any representative appointed, from time to time, by the Procuring Agency or the Seller.
- II. "Procuring Agency" means the Punjab Police Department or any other person for the time being or from time to time duly appointed in writing by the Procuring Agency to act as Procuring Agency for the purposes of the Contract.
- III. "Eligible applicants" means the Original Equipment Manufacturer (OEM) in accordance with **clause 4.7 and 4.8**.
- IV. "Purchase Order" means a document issued by the Procuring Agency to the Supplier for the delivery of Goods or Services as required by the Procuring Agency.
- V. "Commencement Date of the Contract" means the date of signing of the Contract between the Procuring Agency and the Seller.
- VI. "Contract" means the agreement entered into between the Procuring Agency and the Seller, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments.
- VII. The Seller "means the Original Equipment Manufacturer (OEM), whose Application has been accepted.
- VIII. "Contract Price" means the price payable to the Seller under the Purchase Order/Contract for the full and proper performance of its contractual obligations.
- IX. "Day" means calendar day.
- X. "Goods" means (**T-SHIRT**) which the Seller is required to supply to the Procuring Agency under the Purchase Order/Contract against each item.
- XI. "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- XII. "Prescribed" means prescribed in the Pre-Qualification Document.
- XIII. "Origin" shall be considered to be the place where the Goods are produced/ manufactured or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Supplier.
- XIV. 'Pre-qualification committee' means a committee constituted by the Procuring Agency (of odd members) to evaluate applications to ascertain whether the applicant document correspond to the evaluation criteria formulated by the Procuring Agency in Para-6.

XV. ‘Grievance Redressal Committee’ means a committee constituted by the Procuring Agency(of odd members) to address objections/complaints in the procurement process that may occur prior to enter into bidding process/ procurement contract and furnish its specific recommendations accordingly.

4.INFORMATION/INSTRUCTIONS TO THE APPLICANT

4.1. Signing of Application & Number of Copies

The Applicant shall prepare the documents comprising the information required in the Pre-Qualification Document and clearly mark it “**ORIGINAL**”. The original of the application shall be typed or written in indelible ink and each page shall be signed by a person duly authorized to sign on behalf of the Applicant. **The Applicant shall submit one (01) original, one (01) hard copy and one (01) soft copy of the signed application in addition to the original application and clearly mark them as “ORIGINAL” and/or “COPY”.** In the event of any discrepancy between the original and the copy, the original shall prevail.

4.2. Cost of Application

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

4.3. Language of Application

The application as well as all correspondence and documents relating to the Pre-Qualification exchanged by the Applicant and the Procuring Agency, shall be written in English language. Supporting documents and printed literature that are part of the application shall also be in the same language.

4.4. Clarification of Pre-Qualification Document

An Applicant requiring any clarification of the Pre-Qualification Document shall contact the Procuring Agency in writing at the Procuring Agency’s address indicated in the Advertisement and this document. The Procuring Agency will respond in writing or by Email to any request for clarification provided that such request is received no later than five (5) days prior to the deadline for submission of applications. The Procuring Agency shall forward copies of its response to all applicants who have acquired the Pre-Qualification Document directly from the Procuring Agency including a description of the inquiry but without identifying its source. **The Procuring Agency reserves the right to amend the Pre-Qualification Document as a result**

of a clarification if deemed appropriate and communicate the same to all applicants in writing or by Email.

4.5. Amendment of Prequalification Document

At any time prior to the deadline for submission of applications, the Procuring Agency may amend the Pre-Qualification Document by issuing Addendum/Corrigendum. Any Addendum/Corrigendum issued shall be part of the Pre-Qualification Document and shall be communicated in writing or by Email to all, who have obtained the Pre-Qualification Document.

4.6. Letter of Application

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

4.7. Eligible Applicants

This Invitation for Pre-Qualification is open to all original Manufacturers, within Pakistan and abroad. Only OEM as per 3(VII) are eligible for joint venture agreement with other(s) OEM.

4.8. Joint Venture (JV)

4.8.1 Joint Venture (JV) Agreement

Firms may submit Pre-Qualification Application in a Joint Venture of two or more firms. Pre-Qualification Document shall be signed by authorized representative of the Joint Venture. Joint Venture Agreement entered into by the members shall be submitted with the Pre-Qualification Document as per **Annex-2**. Letter of acceptance will be issued as per JV agreement.

4.8.2 Lead Member JV

One of the members who is responsible for performing the key function in executing major component of the proposed contract shall be nominated as lead member during the Pre-qualification and bidding period and in the event of a successful bid, during contract execution. The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of Joint venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members of the Joint Venture as per **Annex-3**. All responsibility for successful completion of the work as per tender documents shall be with the lead member.

4.8.3 Joint and Several Liability

All members of the Joint Venture shall be legally liable, jointly and severally, during the Pre-Qualification and bidding period, and during the event of a successful bid and contract execution. The Pre-Qualification of a Joint Venture does not necessarily Pre-Qualify any of its members to bid individually or as a member in any other Joint Venture.

4.8.4 Basic Requirements for Joint Venture (JV)

a) Following are minimum qualification requirements: -

i) The lead partner shall not score less than 40 percent of all qualifying criteria given in paras6.2.

ii) Each of the partners shall not score less than 25 percent of all the qualifying criteria given in paras6.2.

iii) **Maximum number of partners in JV is 'TWO'.**

iv) In case an applicant firm wants to demonstrate experience of a project executed under JV arrangement, it must submit JV agreement clearly showing percentage share of all partners of JV. If the JV agreement showing percentage of the partners is not attached, the submitted project will not be considered during evaluation.

v) In JV one of the applicant shall be designated as the Lead member, to perform a lead role who has been duly appointed by all applicant(s) to submit and sign on their behalf all documents required hereunder to bind the entire JV agreement to the contents thereof.

vi) In JV, there must be a Lead firm appointed through a Power of Attorney executed by all other applicants but such JV agreement is limited to maximum of 2 firms only.

vii) The foreign/international OEM (not registered in Pakistan) should submit the OEM certificate issued by respective country's government/autonomous body or TUV, CE or DFA.

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

i) Partner(s) withdraw from a JV and remaining partners do not meet the qualifying requirements;

ii) The new partners to a JV are not qualified individually or as another JV; or

iii) In the opinion of the Procuring Agency, a substantial reduction in competition would result.

c) Bid shall be signed by all members in the JV so as to legally bind all Standard Procedure for Pre-Qualification of Supplier.

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

e) The prequalification of a JV does not necessarily prequalify any of its partners individually or as a partner in any other JV or association. In case of dissolution of a JV,

each one of the constituent firms may prequalify if they meet all the prequalification requirements and any partner of J.V has requested/shall request for the same and then its prequalification shall be subject to the written approval of the Procuring Agency.

4.9 Submission of Pre-Qualification Application

Application for Prequalification (**One original and two Copies**, 01 hard & 01 soft) must be received in sealed envelopes to be delivered by hand or through registered mail on or before -----
----- **as per advertisement date and time**----- at the following address:

**Senior Purchase Officer/
Addl: Inspector General of Police,
Logistics & Procurement, Punjab,
Govt: of the Punjab, Police Department,
CPO Complex, Turkish Block, 2nd Floor, Bank Road, Near Old Anarkali, Lahore.
Tel: 042-99213400 Fax: 042-99211715.**

Envelope should be clearly marked **“Application for Pre- Qualification for Supply of**
_____.

4.10 Opening of Pre-Qualification Application

The Pre-Qualification Applications shall be opened on the same day i.e. ----- **as per advertisement date and time**----- in presence of Applicant’s representative who choose be present in the conference room of POLICE DEPARTMENT at the address given under **Clause 4.9.**

According to PPRA Rules 2014, Procuring Agency shall open the applications and shall prepare a record of the opening of applications that shall include, as a minimum, the name and signature of the representatives of the Applicants (if they choose to attend).

4.11 Late Submission of Pre-Qualification Applications

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

4.12 Lack of Information

Failure of an applicant to provide comprehensive and accurate information that is essential for the Procuring Agency’s evaluation of the applicant’s Pre-Qualification or to provide timely clarification or substantiation of the information supplied may result in disqualification of the applicant and same shall be communicated in accordance with provisions of **Punjab Procurement Rules, 2014.**

4.13 Updating Prequalification Information

Pre-Qualified Applicants shall inform the Procuring Agency of any material change in information that might affect their qualification status. Applicants shall be required to update key Pre- Qualification information at the time of bidding. Prior to award of contract, the lowest evaluated bidder will be required to confirm its continued qualified status in a post qualification review process as deemed appropriate by the Procuring Agency.

4.14 Only one Application

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

4.15 Compliance

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

4.16 Fraud & Corruption

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

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

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

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

4.17 Declaring of Ineligibility and Blacklisting

Declaration of ineligibility and Blacklisting would be applicable as per clause 20 and 21 of PPRA Rules 2014 respectively which;

- i) Declaration of ineligibility: –
 - (a) Subject to rule 21, the procuring agency may, after providing an opportunity of hearing, declare, through a notification, an applicant for prequalification as ineligible for participating in any public procurement process for such period as it may determine on account of his engaging, directly or through an agent, in corrupt practice.
 - (b) A copy of the notification shall be provided to the affected person and to the Authority.
- ii) Blacklisting: - A Procuring Agency may, for a specified period, debar a bidder or contractor from participating in any public procurement process of the procuring agency, if the bidder or contractor has:
 - a) acted in a manner detrimental to the public interest or good practices;
 - b) consistently failed to perform his obligation under the contract;

not performed the contract up to the mark; or indulged in any corrupt practice

4.18 No Conflict

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

4.18.1 Applicant have common controlling shareholders or other ownership interest.

4.18.2 Applicant is also a constituent of another applicant.

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

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

4.19 Additional Information

As stated in PPRA Rules 2014 (Clause-18), "A procuring agency, at any stage of the procurement proceedings, having credible reasons for, or prima facie evidence of, any defect in

the capacity or otherwise of a contractor, whether or not Pre-Qualified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competence as the Procuring Agency may decide”.

4.20 International commitments of the Government.

- i. If any provision of these rules is in conflict with any obligation or commitment of the Government arising out of an international agreement with a state or states, or any international financial institution, the provisions of such international agreement, to the extent of conflict shall prevail.
- ii. Supplier will supply the product from that “Country” which has not been banned/embargo by Government of Pakistan.

5 PROCURING AGENCY’S RIGHTS

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

- i. Amend the items, scope of procurement, if required while adhering to the Principles of Procurement as per Rule 4 of the Punjab Procurement Rules, 2014 during the Pre-Qualification process.
- ii. The Procuring Agency will not be responsible for any costs or expenses incurred by Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM in connection with the preparation or delivery of Applications.
- iii. As authority competent to accept the Application, the Procuring Agency reserves the exclusive right to cancel the pre-Qualification process, accept or reject all Applications.

5.1 Address of Procuring Agency

**Senior Purchase Officer/
Addl: Inspector General of Police,
Logistics & Procurement, Punjab,
Govt: of the Punjab, Police Department,
CPO Complex, Turkish Block, 2nd Floor, Bank Road, Near Old Anarkali, Lahore.
Tel: 042-99213400 Fax: 042-99211715.**

CRITERIA FOR EVALUATION OF APPLICATIONS

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

Sr. No.	Evaluation on the basis of following factors
---------	--

1	Financial Soundness
2	Relevant Experience
3	Manufacturing Facility
4	Personnel Capabilities

6.1 Eligibility/ Mandatory Criteria

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

- a. Valid legal entity of the firm e.g. Certificate of registration from SECP or Registrar of firms. Foreign firms must attach similar certificate of registration from the respective registration body of their home country.
- b. Certificate of registration with relevant Taxation Authorities (Income Tax, Sales Tax or any other applicable by Law). Foreign firms must attach similar certificate of registration from the Tax Authority of their home country.
- c. Last Three years (FY) Audited Financial Statements by the Chartered Accountant firm.
- d. Last Year Bank Statement (for the period July 01, 2017 to June 30, 2018), verified by respective Bank.
- e. Affidavit on Non-Judicial stamp paper that Non-Performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation.
- f. Judicial Affidavit declaring “Neither the firms nor its Directors, Stakeholders, as a whole or as a part of the firm have ever been black listed/ defaulted by any government agency/ department/organization”.
- g. Provide separate undertaking that the information supplied by the firm is correct.
- h. Affidavit on Non-Judicial stamp paper declaring “OEM/Supplier will supply the product from that “Country” which has not been banned/embargo by Government of Pakistan”.
- i. Copy of Punjab Engineering Council Certificate (***Optional for required category, if any**)
- j. Copy of Registration status of applicant (Company, Partnership Firm, Sole Proprietor ship, NGO etc.)

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

6.2 Pre-Qualification Evaluation Criteria

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

Important Note.

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

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

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

6.2.1 Financial Soundness

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

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

Marks shall be awarded on the basis of the following criteria

Sr. No.	Description	Marks	Explanation for Marks Obtained
a)	Annual Turnover A- Annual Turnover of last three years	15	<ul style="list-style-type: none">• Full Marks will be given if total of Annual Turnover of last three FY's (as per the audited financial Statements) is equal or above amounting Rs. 1200 million (PKR) (or equivalent in other currency.)• Formula $A = (Y1+Y2+Y3)/1200 * 15$ *(Y1,Y2,Y3 representing annual turnover of last three years)
b)	Tangible Net Worth	05	<ul style="list-style-type: none">• Full marks if Tangible Net worth is equal or above amounting Rs. 600 million.• Tangible Net worth (in million)/ 600 * 5.
c)	Bank Credit Limit/ Cash and Bank balance	05	<ul style="list-style-type: none">• Criteria of awarding marks: -• Full marks will be given if "Bank Credit Limit", "Cash and Bank Balance" jointly or severally is amounting to Rs. 200 million or more: -• Formula (Bank Credit Limit +Cash and Bank balance) (in million)/200* 5
Total Marks		25	

6.2.2 Relevant Experience

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

Sr. No.	Description	Marks	Explanation for Marks Obtained
a)	Projects of similar nature and complexity such as making/supply of T-Shirts or similar for Pakistan national forces (army, navy, air force), provinces/ICT forces i.e. police, rangers constabulary and other govt. recognized departments and exports to any other country completed in Last 03 Years	20	<ul style="list-style-type: none"> • 20 marks will be given if applicant firm has project having total value of 800 Million and above in last three years. • Formula= • (Accumulated Total Cost of Project(s) in last three years) (in million)/ /800 *20 • * Provided that supply was completed within the specified period (including grace period) and firm has not defaulted in any manner(s). • *For Completed Projects, Completion Certificate/Proof of Supply of respective project is mandatory indicating Cost of Project. No marks shall be awarded if Completion Certificate indicating cost of respective project is Not attached along with relevant annexures.
b)	Projects of ongoing similar nature and complexity such as making/supply of T-Shirts or similar for Pakistan national forces (army, navy, air force), provinces/ICT forces i.e. police, rangers constabulary and other govt. recognized departments and exports to any other country.	05	<ul style="list-style-type: none"> • 10 marks will be given if applicant firm has similar nature project(s) in hand and having sum of Cost of Project(s) amounting to Rs. 200 Million or more. • Formula= • (Accumulated Total Cost of Project(s) in hand) (in million)/ /200 *10 • *For In hand Projects, Purchase Order/Contract Agreement of respective project is mandatory indicating Cost of Project. No marks shall be awarded if Purchase Order/Contract Agreement indicating cost of respective project is Not attached along with relevant annexes.
Total Marks		25	

6.2.3 MANUFACTURING/PRODUCTION CAPABILITIES

Marks shall be awarded on the basis of Manufacturing Facility of Original Equipment Manufacturer (OEM). No marks shall be awarded if declaration of Manufacturing Facility is not provided along with Annex.

Sr. No.	Description	Marks	Explanation for Marks Obtained
a)	Cutting Department	7.5 marks	<ul style="list-style-type: none"> Applicant manufacturer must have cutting department comprising 50 Employees (Minimum). Otherwise no marks will be given and firm will be disqualified.
b)	Stitching unit / department	7.5 marks	<ul style="list-style-type: none"> Applicant manufacturer must have stitching unit/department comprising 100 employees. (Minimum). Otherwise no marks will be given and firm will be disqualified.
c)	Toe/Heal Seat Lasting unit	7.5 marks	<ul style="list-style-type: none"> Applicant manufacturer must have Toe/Heal Seat Lasting unit/department comprising 10 employees (Minimum). Otherwise no marks will be given and firm will be disqualified.
d)	Injection moulding mending	7.5 marks	<ul style="list-style-type: none"> Applicant manufacturer must have Injection moulding mending unit/department comprising 10 employees. Otherwise no marks will be given and firm will be disqualified.
Total Marks		30	

6.2.4 Personnel Capabilities

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

Sr. No.	Description	Marks	Explanation for Marks Obtained
a)	Managerial Staff (10 professionals)	05 (0.5 for each professional)	<ul style="list-style-type: none"> Master's degree with minimum 03 years of relevant experience or Bachelor with minimum 05 years of relevant experience
b)	Support Staff	10	<ul style="list-style-type: none"> 10 Marks will be given if applicant firm has 50 or more support staff. For staff, less than 50, marks shall be awarded as: (No of support staff/50) *10
b)	ISO Certification	05	<ul style="list-style-type: none"> 05 Marks will be given if applicant firm has ISO Certification (relevant category).
Total Marks		20	

Annex 1: Cover Letter

To

Senior Purchase Officer/
Addl: Inspector General of Police,
Logistics & Procurement, Punjab,
Govt: of the Punjab, Police Department,
CPO Complex, Turkish Block, 2nd Floor,
Bank Road, Near Old Anarkali, Lahore.
Tel: 042-99213400 Fax: 042-99211715.

Subject: _____

Respected Sir,

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

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

Attached to this letter are copies of original documents defining:

- a. The Applicant's legal status
 - b. The principal place of business
 - c. The place of incorporation (for applicants who are corporations); or the place of registration
and the nationality of the owners (for applicants who are partnerships or individually-owned
firms).
1. The Procuring Agency and its authorized representatives are hereby authorized to conduct any
inquiries or investigations to verify the statements, documents, and information submitted in
connection with this application, and to seek clarification from our bankers and clients regarding any
financial and technical aspects. This Letter of Application will also serve as authorization to any
individual or authorized representative of any institution referred to in the supporting information, to
provide such information deemed necessary and requested by yourselves or the authorized
representative to verify statements and information provided in this application, or with regard to the
resources, experience, and competence of the Applicant.
 2. The Procuring Agency and its authorized representatives may contact the following inquiry numbers:
-

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

Technical Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2
Financial Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

3. This application is made with the full understanding that:
- a. Bids by prequalified applicants will be subject to verification of all information submitted for prequalification at the time of bidding;
 - b. The Procuring Agency reserves the right to reject or accept all application, may cancel the prequalification process.
 - c. The Procuring Agency shall not be liable for any such actions or consequences and shall be under no obligation to inform the Applicant of the grounds for actions at 5(b) here above.
[Applicants who are not joint ventures should delete Para 4&5 and initial the deletions.]
4. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, to the joint venture. We also specify the financial commitment in terms of the percentage of the value of the (each) contract, and the responsibilities for execution of the (each) contract.
5. We confirm that in the event that we bid, that bid as well as any resulting contract will be: -
- a. Signed so as to legally bind all members, jointly and severally.
 - b. Submitted with a Joint Venture agreement providing the joint and several liabilities of all members in the event the contract is awarded to us.
6. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.
1. Signed for and on behalf of [Name of the Lead Member] _____

Signature: _____

Name: _____

Designation: _____

Date: _____

Seal: _____

Annex 2: Joint Venture Agreement
(Should be a Formal JV agreement on a Stamp Paper of value PKR 1,000)

To:

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

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

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

I. Signed for and on behalf of [Name of the LeadMember]

Signature: _____

Name: _____

Designation: _____

Date: _____

Seal: _____

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

Signature: _____

Name: _____

Designation: _____

Date: _____

Seal: _____

Annex 3: Lead Member of JV

(Power of Attorney for Lead Member of Joint Venture (JV))

[To be printed on a PKR 100 stamp paper]

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

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

Now Therefore Know All Men by These Presents

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

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

In witness whereof we the principals above named have executed this power of attorney on this _____ day of _____ 2018.

Members:

<u>Member 1</u>	<u>Member 2</u>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____

Witnesses:

<u>Witness 1</u>	<u>Witness 2</u>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____

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

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the applicants should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.

- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Pakistani Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

Annex 4: General Information

PARTICULARS

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

Country _____ Postal Code _____
 Phone _____ Fax _____

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

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

Annex-5: Financial Soundness

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

Financial Soundness

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

Banker

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

Summarize documented information in Pak Rupees (equivalent at the current rate of exchange at the end of each year) for the previous three years (if FY 2018-19 audit is complete then below FY may read as (FY2016-17, FY 2017-18, FY2018-19).

Financial Information in Pak Rupees	FY2015-2016	FY2016-2017	FY2017-2018
Annual Turnover			
Total Assets			
Total Liabilities			
Net Worth			
Working Capital			
Current Assets			
Current Liabilities			

Profits Before Taxes			
Profits After Taxes			
Total Debt			
Total Equity			
Total Revenue			
Annual Turnover			

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

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

Annex-6: Similar Projects

Summary of Similar Nature Project Completed

Name: _____
 (Applicant or member of Joint Venture)

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

Project Name	Year of Completion	Location	Value in PKR (Million)

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

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

**Annex 7: Similar Project in Hand
Summary of Similar Nature Project in hand**

Name: _____
(Applicant or member of Joint Venture)

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

Project Name	Year of Completion	Location	Value in PKR (Million)

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

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

Name: _____
(Applicant or member of Joint Venture)

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

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

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

PUNJAB POLICE undertake to treat all information provided as confidential.

Signed by an authorized Officer of the firm

Title of Officer: _____

Name:

Date:

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

Annex 9: Personnel Capabilities

Short CV

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

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

PRE-QUALIFICATION DOCUMENT FOR UNIFORM CLOTH

July 2019

PRE-QUALIFICATION OF ORIGINAL EQUIPMENT MANUFACTURER



**Punjab Police Department,
Government of Punjab**

**CPO Complex, Turkish Block, 2nd Floor,
Bank Road, Near Old Anarkali, Lahore.
Tel: 042-99213400 Fax: 042-99211715.**

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1. INVITATION FOR PRE-QUALIFICATION FOR FINANCIAL YEAR 2018-19

Punjab Police intends to Pre-Qualify Original Equipment Manufacturer (OEM) for procurement of **UNIFORM CLOTH** for Punjab Police, complete in all respects. In accordance with clause “Eligible Firms, all reputable, registered and established OEM are invited to participate in Pre-Qualification Process and submit Applications for Pre-Qualification.

A transparent evaluation method given in this document shall be adopted for the purpose of Pre-Qualification of the applicant’s capabilities in respect of vital elements of applicant’s organization and capacity. The Pre-Qualified OEM shall be invited to get involved in further Procurement Procedures. Performance of each OEM in terms of quality, delivery, after sales service, credit terms and other contractual obligations will be closely monitored and periodically reviewed during all future procurements they are involved in.

The Pre-Qualification document carrying all details can be downloaded from Punjab police’s as well as PPRA website (<https://punjabpolice.gov.pk>&<https://ppra.punjab.gov.pk>) for information only. The applications along with all prescribed/related pre-qualification documents shall be received in sealed envelope by hand or through registered mail to the Senior Purchase Officer/Additional Inspector General of Police, Logistics & Procurement, Punjab, Lahore. The OEM should be fully and completely responsible for all the deliveries and deliverables to the Procuring Agency (as per subsequent purchase order/contract).

OEM is also required to state in their Applications the name, title, fax number and e-mail address of their authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Procuring Agency will not be responsible for any costs or expenses incurred by OEM in connection with the preparation or delivery of Applications.

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

2. APPLICABILITY OF PUNJAB PROCUREMENT RULES, 2014

This Pre-Qualification Process will be governed under Rule 16& 17 of Punjab Procurement Rules, 2014 as amended from time to time and instructions of the Government of the Punjab received during the completion of the process. These may be obtained from PPRA’s and Punjab Police Websites.

3. DEFINITIONS

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

- I. "Authorized Representative" means any representative appointed, from time to time, by the Procuring Agency or the Seller.
- II. "Procuring Agency" means the Punjab Police Department or any other person for the time being or from time to time duly appointed in writing by the Procuring Agency to act as Procuring Agency for the purposes of the Contract.
- III. "Eligible applicants" means the Original Equipment Manufacturer (OEM) in accordance with **clause 4.7 and 4.8**.
- IV. "Purchase Order" means a document issued by the Procuring Agency to the Supplier for the delivery of Goods or Services as required by the Procuring Agency.
- V. "Commencement Date of the Contract" means the date of signing of the Contract between the Procuring Agency and the Seller.
- VI. "Contract" means the agreement entered into between the Procuring Agency and the Seller, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments.
- VII. The Seller "means the Original Equipment Manufacturer (OEM), whose Application has been accepted.
- VIII. "Contract Price" means the price payable to the Seller under the Purchase Order/Contract for the full and proper performance of its contractual obligations.
- IX. "Day" means calendar day.
- X. "Goods" means (**UNIFORM CLOTH**) which the Seller is required to supply to the Procuring Agency under the Purchase Order/Contract against each item.
- XI. "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- XII. "Prescribed" means prescribed in the Pre-Qualification Document.
- XIII. "Origin" shall be considered to be the place where the Goods are produced/ manufactured or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Supplier.
- XIV. 'Pre-qualification committee' means a committee constituted by the Procuring Agency (of odd members) to evaluate applications to ascertain whether the applicant document correspond to the evaluation criteria formulated by the Procuring Agency in Para-6.

XV. ‘Grievance Redressal Committee’ means a committee constituted by the Procuring Agency(of odd members) to address objections/complaints in the procurement process that may occur prior to enter into bidding process/ procurement contract and furnish its specific recommendations accordingly.

4.INFORMATION/INSTRUCTIONS TO THE APPLICANT

4.1. Signing of Application & Number of Copies

The Applicant shall prepare the documents comprising the information required in the Pre-Qualification Document and clearly mark it “**ORIGINAL**”. The original of the application shall be typed or written in indelible ink and each page shall be signed by a person duly authorized to sign on behalf of the Applicant. **The Applicant shall submit one (01) original, one (01) hard copy and one (01) soft copy of the signed application in addition to the original application and clearly mark them as “ORIGINAL” and/or “COPY”.** In the event of any discrepancy between the original and the copy, the original shall prevail.

4.2. Cost of Application

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

4.3. Language of Application

The application as well as all correspondence and documents relating to the Pre-Qualification exchanged by the Applicant and the Procuring Agency, shall be written in English language. Supporting documents and printed literature that are part of the application shall also be in the same language.

4.4. Clarification of Pre-Qualification Document

An Applicant requiring any clarification of the Pre-Qualification Document shall contact the Procuring Agency in writing at the Procuring Agency’s address indicated in the Advertisement and this document. The Procuring Agency will respond in writing or by Email to any request for clarification provided that such request is received no later than five (5) days prior to the deadline for submission of applications. The Procuring Agency shall forward copies of its response to all applicants who have acquired the Pre-Qualification Document directly from the Procuring Agency including a description of the inquiry but without identifying its source. **The Procuring Agency reserves the right to amend the Pre-Qualification Document as a result**

of a clarification if deemed appropriate and communicate the same to all applicants in writing or by Email.

4.5. Amendment of Prequalification Document

At any time prior to the deadline for submission of applications, the Procuring Agency may amend the Pre-Qualification Document by issuing Addendum/Corrigendum. Any Addendum/Corrigendum issued shall be part of the Pre-Qualification Document and shall be communicated in writing or by Email to all, who have obtained the Pre-Qualification Document.

4.6. Letter of Application

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

4.7. Eligible Applicants

This Invitation for Pre-Qualification is open to all original Manufacturers, within Pakistan and abroad. Only OEM as per 3(VII) are eligible for joint venture agreement with other(s) OEM.

4.8. Joint Venture (JV)

4.8.1 Joint Venture (JV) Agreement

Firms may submit Pre-Qualification Application in a Joint Venture of two or more firms. Pre-Qualification Document shall be signed by authorized representative of the Joint Venture. Joint Venture Agreement entered into by the members shall be submitted with the Pre-Qualification Document as per **Annex-2**. Letter of acceptance will be issued as per JV agreement.

4.8.2 Lead Member JV

One of the members who is responsible for performing the key function in executing major component of the proposed contract shall be nominated as lead member during the Pre-qualification and bidding period and in the event of a successful bid, during contract execution. The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of Joint venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members of the Joint Venture as per **Annex-3**. All responsibility for successful completion of the work as per tender documents shall be with the lead member.

4.8.3 Joint and Several Liability

All members of the Joint Venture shall be legally liable, jointly and severally, during the Pre-Qualification and bidding period, and during the event of a successful bid and contract execution. The Pre-Qualification of a Joint Venture does not necessarily Pre-Qualify any of its members to bid individually or as a member in any other Joint Venture.

4.8.4 Basic Requirements for Joint Venture (JV)

a) Following are minimum qualification requirements: -

i) The lead partner shall not score less than 40 percent of all qualifying criteria given in paras6.2.

ii) Each of the partners shall not score less than 25 percent of all the qualifying criteria given in paras6.2.

iii) **Maximum number of partners in JV is 'TWO'.**

iv) In case an applicant firm wants to demonstrate experience of a project executed under JV arrangement, it must submit JV agreement clearly showing percentage share of all partners of JV. If the JV agreement showing percentage of the partners is not attached, the submitted project will not be considered during evaluation.

v) In JV one of the applicant shall be designated as the Lead member, to perform a lead role who has been duly appointed by all applicant(s) to submit and sign on their behalf all documents required hereunder to bind the entire JV agreement to the contents thereof.

vi) In JV, there must be a Lead firm appointed through a Power of Attorney executed by all other applicants but such JV agreement is limited to maximum of 2 firms only.

vii) The foreign/international OEM (not registered in Pakistan) should submit the OEM certificate issued by respective country's government/autonomous body or TUV, CE or DFA.

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

i) Partner(s) withdraw from a JV and remaining partners do not meet the qualifying requirements;

ii) The new partners to a JV are not qualified individually or as another JV; or

iii) In the opinion of the Procuring Agency, a substantial reduction in competition would result.

c) Bid shall be signed by all members in the JV so as to legally bind all Standard Procedure for Pre-Qualification of Supplier.

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

e) The prequalification of a JV does not necessarily prequalify any of its partners individually or as a partner in any other JV or association. In case of dissolution of a JV,

each one of the constituent firms may prequalify if they meet all the prequalification requirements and any partner of J.V has requested/shall request for the same and then its prequalification shall be subject to the written approval of the Procuring Agency.

4.9 Submission of Pre-Qualification Application

Application for Prequalification (**One original and two Copies**, 01 hard & 01 soft) must be received in sealed envelopes to be delivered by hand or through registered mail on or before -----
----- **as per advertisement date and time**----- at the following address:

**Senior Purchase Officer/
Addl: Inspector General of Police,
Logistics & Procurement, Punjab,
Govt: of the Punjab, Police Department,
CPO Complex, Turkish Block, 2nd Floor, Bank Road, Near Old Anarkali, Lahore.**

Tel: 042-99213400 Fax: 042-99211715 Envelope should be clearly marked “**Application for Pre-Qualification for Supply of _____**”.

4.10 Opening of Pre-Qualification Application

The Pre-Qualification Applications shall be opened on the same day i.e. ----- **as per advertisement date and time**----- in presence of Applicant’s representative who choose be present in the conference room of POLICE DEPARTMENT at the address given under **Clause 4.9**.

According to PPRA Rules 2014, Procuring Agency shall open the applications and shall prepare a record of the opening of applications that shall include, as a minimum, the name and signature of the representatives of the Applicants (if they choose to attend).

4.11 Late Submission of Pre-Qualification Applications

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

4.12 Lack of Information

Failure of an applicant to provide comprehensive and accurate information that is essential for the Procuring Agency’s evaluation of the applicant’s Pre-Qualification or to provide timely clarification or substantiation of the information supplied may result in disqualification of the applicant and same shall be communicated in accordance with provisions of **Punjab Procurement Rules, 2014**.

4.13 Updating Prequalification Information

Pre-Qualified Applicants shall inform the Procuring Agency of any material change in information that might affect their qualification status. Applicants shall be required to update key Pre- Qualification information at the time of bidding. Prior to award of contract, the lowest evaluated bidder will be required to confirm its continued qualified status in a post qualification review process as deemed appropriate by the Procuring Agency.

4.14 Only one Application

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

4.15 Compliance

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

4.16 Fraud & Corruption

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

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

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

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

4.17 Declaring of Ineligibility and Blacklisting

Declaration of ineligibility and Blacklisting would be applicable as per clause 20 and 21 of PPRA Rules 2014 respectively which;

- i) Declaration of ineligibility: –
 - (a) Subject to rule 21, the procuring agency may, after providing an opportunity of hearing, declare, through a notification, an applicant for prequalification as ineligible for participating in any public procurement process for such period as it may determine on account of his engaging, directly or through an agent, in corrupt practice.
 - (b) A copy of the notification shall be provided to the affected person and to the Authority.
- ii) Blacklisting: - A Procuring Agency may, for a specified period, debar a bidder or contractor from participating in any public procurement process of the procuring agency, if the bidder or contractor has:
 - a) acted in a manner detrimental to the public interest or good practices;
 - b) consistently failed to perform his obligation under the contract;

not performed the contract up to the mark; or indulged in any corrupt practice

4.18 No Conflict

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

4.18.1 Applicant have common controlling shareholders or other ownership interest.

4.18.2 Applicant is also a constituent of another applicant.

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

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

4.19 Additional Information

As stated in PPRA Rules 2014 (Clause-18), "A procuring agency, at any stage of the procurement proceedings, having credible reasons for, or prima facie evidence of, any defect in

the capacity or otherwise of a contractor, whether or not Pre-Qualified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competence as the Procuring Agency may decide”.

4.20 International commitments of the Government.

- i. If any provision of these rules is in conflict with any obligation or commitment of the Government arising out of an international agreement with a state or states, or any international financial institution, the provisions of such international agreement, to the extent of conflict shall prevail.
- ii. Supplier will supply the product from that “Country” which has not been banned/embargo by Government of Pakistan.

5 PROCURING AGENCY’S RIGHTS

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

- i. Amend the items, scope of procurement, if required while adhering to the Principles of Procurement as per Rule 4 of the Punjab Procurement Rules, 2014 during the Pre-Qualification process.
- ii. The Procuring Agency will not be responsible for any costs or expenses incurred by Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM in connection with the preparation or delivery of Applications.
- iii. As authority competent to accept the Application, the Procuring Agency reserves the exclusive right to cancel the pre-Qualification process, accept or reject all Applications.

5.1 Address of Procuring Agency

**Senior Purchase Officer/
Addl: Inspector General of Police,
Logistics & Procurement, Punjab,
Govt: of the Punjab, Police Department,
CPO Complex, Turkish Block, 2nd Floor, Bank Road, Near Old Anarkali, Lahore.
Tel: 042-99213400 Fax: 042-99211715**

6 CRITERIA FOR EVALUATION OF APPLICATIONS

Pre-Qualification will be based on Applicant’s meeting the following qualification criteria regarding their financial soundness, firm’s experience and quality of its personnel & equipment and other relevant information as demonstrated by the Applicant’s response in the Pre-Qualification Forms attached to the Submission Form (Annex-1). Successful

applicants/firms/JV fulfilling the eligibility /mandatory criteria (as mentioned in 6.1) will be evaluated on following factors (as mentioned in 6.2).

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

6.1 Eligibility/ Mandatory Criteria

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

- a. Valid legal entity of the firm e.g. Certificate of registration from SECP or Registrar of firms. Foreign firms must attach similar certificate of registration from the respective registration body of their home country.
- b. Certificate of registration with relevant Taxation Authorities (Income Tax, Sales Tax or any other applicable by Law). Foreign firms must attach similar certificate of registration from the Tax Authority of their home country.
- c. Last Three years (FY) Audited Financial Statements by the Chartered Accountant firm.
- d. Last Year Bank Statement (for the period July 01, 2017 to June 30, 2018), verified by respective Bank.
- e. Affidavit on Non-Judicial stamp paper that Non-Performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation.
- f. Judicial Affidavit declaring “Neither the firms nor its Directors, Stakeholders, as a whole or as a part of the firm have ever been black listed/ defaulted by any government agency/ department/organization”.
- g. Provide separate undertaking that the information supplied by the firm is correct.
- h. Affidavit on Non-Judicial stamp paper declaring “OEM/Supplier will supply the product from that “Country” which has not been banned/embargo by Government of Pakistan”.
- i. Copy of Punjab Engineering Council Certificate (***Optional for required category, if any**)
- j. Copy of Registration status of applicant (Company, Partnership Firm, Sole Proprietor ship, NGO etc.)

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

6.2 Pre-Qualification Evaluation Criteria

Sub Category	Category	Weightage/Marks
A	Financial Soundness	25
B	Relevant Experience	25

C	Manufacturing Facility	30
D	Personnel Capabilities	20
Total		100

Important Note.

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

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

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

6.2.1 Financial Soundness

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

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

Marks shall be awarded on the basis of the following criteria

Sr. No.	Description	Marks	Explanation for Marks Obtained
a)	Annual Turnover A- Annual Turnover of last three years	15	<ul style="list-style-type: none"> • Full Marks will be given if total of Annual Turnover of last three FY's (as per the audited financial Statements) is equal or above amounting Rs. 1800 million (PKR) (or equivalent in other currency.) • Formula A = (Y1+Y2+Y3) (in millions)/1800 *15 *(Y1,Y2,Y3 representing annual turnover of last three years)
b)	Tangible Net Worth	05	<ul style="list-style-type: none"> • Full marks if Tangible Net worth is equal or above amounting Rs. 600 million. • Tangible Net worth (in million)/ 600 * 5.
c)	Bank Credit Limit/ Cash and Bank balance	05	<ul style="list-style-type: none"> • Criteria of awarding marks: - • Full marks will be given if ‘‘Bank Credit Limit’’, ‘‘ Cash and Bank Balance’’ jointly or severally is amounting to Rs. 400 million or more: - • Formula (Bank Credit Limit +Cash and Bank balance) (in million)/400*
Total Marks		25	

6.2.2 Relevant Experience

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

Sr. No.	Description	Marks	Explanation for Marks Obtained
a)	Projects of similar nature and complexity such as making/supply of Uniform or similar for Pakistan national forces (army, navy, air force), provinces/ICT forces i.e. police, rangers constabulary and other govt. recognized departments and exports to any other country completed in Last 03 Years	20	<ul style="list-style-type: none"> • 20 marks will be given if applicant firm has project having total value of 600 Million and above in last three years. • Formula=(Accumulated Total Cost of Project(s) in last three years) (in million) /600 *20 • * Provided that supply was completed within the specified period (including grace period) and firm has not defaulted in any manner(s). • *For Completed Projects, Completion Certificate/Proof of Supply of respective project is mandatory indicating Cost of Project. No marks shall be awarded if Completion Certificate indicating cost of respective project is Not attached along with relevant annexures.
b)	Projects of ongoing similar nature and complexity such as making/supply of Uniform or similar for Pakistan national forces (army, navy, air force), provinces/ICT forces i.e. police, rangers constabulary and other govt. recognized departments and exports to any other country.	05	<ul style="list-style-type: none"> • 10 marks will be given if applicant firm has similar nature project(s) in hand and having sum of Cost of Project(s) amounting to Rs. 200 Million or more. • Formula=(Accumulated Total Cost of Project(s) in hand) (in million)/200 *10 *For in hand Projects, Purchase Order/Contract Agreement of respective project is mandatory indicating Cost of Project. No marks shall be awarded if Purchase Order/Contract Agreement indicating cost of respective project is Not attached along with relevant annexes.
Total Marks		25	

6.2.3 MANUFACTURING/PRODUCTION CAPABILITIES

Marks shall be awarded on the basis of Manufacturing Facility of Original Equipment Manufacturer (OEM). No marks shall be awarded if declaration of Manufacturing Facility is not provided along with Annex.

Sr. No.	Description	Marks	Explanation for Marks Obtained
a)	Production/assembly unit with allied skilled staff.	15 marks	Weaving Unit: - <ul style="list-style-type: none"> Applicant must have air jet looms with capacity of producing cloth of required width=15 marks
		15 marks	Dying Unit: - <ul style="list-style-type: none"> Applicant must have Water Treatment plant and dying plant of vat for dying facilities of cloth of required width=15 marks
Total Marks		30	

6.2.4 Personnel Capabilities

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

Sr. No.	Description	Marks	Explanation for Marks Obtained
a)	Managerial Staff (10 professionals)	05 (0.5 for each professional)	<ul style="list-style-type: none"> Master's degree with minimum 03 years of relevant experience or Bachelor with minimum 05 years of relevant experience
b)	Support Staff	10	<ul style="list-style-type: none"> 10 Marks will be given if applicant firm has 50 or more support staff. For staff, less than 50, marks shall be awarded as: (No of support staff/50) *10
b)	ISO Certification	05	<ul style="list-style-type: none"> 05 Marks will be given if applicant firm has ISO Certification (relevant category).
Total Marks		20	

Annex 1: Cover Letter

To

**Senior Purchase Officer/
Add: Inspector General of Police,
Logistics & Procurement, Punjab,
Govt: of the Punjab, Police Department,
CPO Complex, Turkish Block, 2nd Floor,
Bank Road, Near Old Anarkali, Lahore.
Tel: 042-99213400 Fax: 042-99211715**

Subject: _____

Respected Sir,

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

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

Attached to this letter are copies of original documents defining:

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

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

2. The Procuring Agency and its authorized representatives may contact the following inquiry numbers:

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

Contact 2	Telephone 2
Financial Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

3. This application is made with the full understanding that:
- a. Bids by prequalified applicants will be subject to verification of all information submitted for prequalification at the time of bidding;
 - b. The Procuring Agency reserves the right to reject or accept all application, may cancel the prequalification process.
 - c. The Procuring Agency shall not be liable for any such actions or consequences and shall be under no obligation to inform the Applicant of the grounds for actions at 5(b) here above.
[Applicants who are not joint ventures should delete Para 4&5 and initial the deletions.]
4. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, to the joint venture. We also specify the financial commitment in terms of the percentage of the value of the (each) contract, and the responsibilities for execution of the (each) contract.
5. We confirm that in the event that we bid, that bid as well as any resulting contract will be: -
- a. Signed so as to legally bind all members, jointly and severally.
 - b. Submitted with a Joint Venture agreement providing the joint and several liabilities of all members in the event the contract is awarded to us.
6. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.
1. Signed for and on behalf of [Name of the Lead Member] _____

Signature: _____

Name: _____

Designation: _____

Date: _____

Seal: _____

Annex 2: Joint Venture Agreement

(Should be a Formal JV agreement on a Stamp Paper of value PKR 1,000)

To:

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

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

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

I. Signed for and on behalf of [Name of the LeadMember]

Signature: _____

Name: _____

Designation: _____

Date: _____

Seal: _____

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

Signature: _____

Name: _____

Designation: _____

Date: _____

Seal: _____

Annex 3: Lead Member of JV

(Power of Attorney for Lead Member of Joint Venture (JV))

[To be printed on a PKR 100 stamp paper]

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

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

Now Therefore Know All Men by These Presents

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

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and

that all acts, deeds and things done by your said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ JV.

In witness whereof we the principals above named have executed this power of attorney on this _____ day of _____ 2018.

Members:

<u>Member 1</u>	<u>Member 2</u>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____

Witnesses:

<u>Witness 1</u>	<u>Witness 2</u>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____

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

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

Annex 4: General Information

PARTICULARS

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

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

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

Annex-5: Financial Soundness

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

Financial Soundness

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

Banker

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

Summarize documented information in Pak Rupees (equivalent at the current rate of exchange at the end of each year) for the previous three years (if FY 2018-19 audit is complete then below FY may read as (FY2016-17, FY 2017-18, FY2018-19).

Financial Information in Pak Rupees	FY2015-2016	FY2016-2017	FY2017-2018
Annual Turnover			
Total Assets			
Total Liabilities			
Net Worth			
Working Capital			
Current Assets			
Current Liabilities			
Profits Before Taxes			
Profits After Taxes			
Total Debt			
Total Equity			
Total Revenue			
Annual Turnover			

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

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

Annex-6: Similar Projects

Summary of Similar Nature Project Completed

Name: _____
 (Applicant or member of Joint Venture)

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

Project Name	Year of Completion	Location	Value in PKR (Million)

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

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

Annex 7: Similar Project in Hand

Summary of Similar Nature Project in hand

Name: _____
 (Applicant or member of Joint Venture)

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

Project Name	Year of Completion	Location	Value in PKR (Million)

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

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

Name: _____
(Applicant or member of Joint Venture)

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

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

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

PUNJAB POLICE undertake to treat all information provided as confidential.

Signed by an authorized Officer of the firm

Title of Officer: _____

Name:

Date:

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

Annex 9: Personnel Capabilities Short CV

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

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

PRE-QUALIFICATION DOCUMENT FOR WINTER JACKET

July 2019

PRE-QUALIFICATION OF ORIGINAL EQUIPMENT MANUFACTURERS



**Punjab Police Department,
Government of Punjab**

**CPO Complex, Turkish Block, 2nd Floor,
Bank Road, Near Old Anarkali, Lahore.
Tel: 042-99213400 Fax: 042-99211715.
URL: www.punjabpolice.gov.pk**

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1. INVITATION FOR PRE-QUALIFICATION FOR FINANCIAL YEAR 2018-19

Punjab Police intends to Pre-Qualify Original Equipment Manufacturer (OEM) for procurement of **WINTER JACKET** for Punjab Police, complete in all respects. In accordance with clause “Eligible Firms, all reputable, registered and established OEM are invited to participate in Pre-Qualification Process and submit Applications for Pre-Qualification.

A transparent evaluation method given in this document shall be adopted for the purpose of Pre-Qualification of the applicant’s capabilities in respect of vital elements of applicant’s organization and capacity. The Pre-Qualified OEM shall be invited to get involved in further Procurement Procedures. Performance of each OEM in terms of quality, delivery, after sales service, credit terms and other contractual obligations will be closely monitored and periodically reviewed during all future procurements they are involved in.

The Pre-Qualification document carrying all details can be downloaded from Punjab police’s as well as PPRA website (<https://punjabpolice.gov.pk> & <https://ppra.punjab.gov.pk>) for information only. The applications along with all prescribed/related pre-qualification documents shall be received in sealed envelope by hand or through registered mail to the Senior Purchase Officer/Additional Inspector General of Police, Logistics & Procurement, Punjab, Lahore. The OEM should be fully and completely responsible for all the deliveries and deliverables to the Procuring Agency (as per subsequent purchase order/contract).

OEM is also required to state in their Application the name, title, fax number and e-mail address of their authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Procuring Agency will not be responsible for any costs or expenses incurred by OEM in connection with the preparation or delivery of Applications.

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

2. APPLICABILITY OF PUNJAB PROCUREMENT RULES, 2014

This Pre-Qualification Process will be governed under Rule 16 & 17 of Punjab Procurement Rules, 2014 as amended from time to time and instructions of the Government of the Punjab received during the completion of the process. These may be obtained from PPRA’s and Punjab Police Websites.

3. DEFINITIONS

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

- I. "Authorized Representative" means any representative appointed, fromtime to time, by the Procuring Agency or the Seller.
- II. "Procuring Agency" means the Punjab Police Department or any other person for the time being or fromtime to time duly appointed in writing by the Procuring Agency to act as Procuring Agency for the purposes of the Contract.
- III. "Eligible applicants" means the Original Equipment Manufacturer (OEM) in accordance with **clause 4.7**and **4.8**.
- IV. "Purchase Order" means a document issued by the Procuring Agency to the Supplier for the delivery of Goods or Services as required by the Procuring Agency.
- V. "Commencement Date of the Contract" means the date of signing of the Contract between the Procuring Agency and the Seller.
- VI. "Contract" means the agreement entered into between the Procuring Agency and the Seller, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments.
- VII. The Seller "means the Original Equipment Manufacturer (OEM),whose Application has been accepted.
- VIII. "Contract Price" means the price payable to the Seller under the Purchase Order/Contract for the full and proper performance of its contractual obligations.
- IX. "Day" means calendar day.
- X. "Goods" means (**WINTER JACKET**) which the Seller is required to supply to the Procuring Agency under the Purchase Order/Contract against each item.
- XI. "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- XII. "Prescribed" means prescribed in the Pre-Qualification Document.
- XIII. "Origin" shall be considered to be the place where the Goods are produced/ manufactured or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components. The origin of Goods and Services is distinct from the nationality of the Supplier.
- XIV. 'Pre-qualification committee' means a committee constituted by the Procuring Agency (of odd members) to evaluate applications to ascertain whether the applicant document correspond to the evaluation criteria formulated by the Procuring Agencyin Para-6.

XV. ‘Grievance Redressal Committee’ means a committee constituted by the Procuring Agency(of odd members) to address objections/complaints in the procurement process that may occur prior to enter into bidding process/ procurement contract and furnish its specific recommendations accordingly.

4.INFORMATION/INSTRUCTIONS TO THE APPLICANT

4.1. Signing of Application & Number of Copies

The Applicant shall prepare the documents comprising the information required in the Pre-Qualification Document and clearly mark it “**ORIGINAL**”. The original of the application shall be typed or written in indelible ink and each page shall be signed by a person duly authorized to sign on behalf of the Applicant. **The Applicant shall submit one (01) original, one (01) hard copy and one (01) soft copy of the signed application in addition to the original application and clearly mark them as “ORIGINAL” and/or “COPY”.** In the event of any discrepancy between the original and the copy, the original shall prevail.

4.2. Cost of Application

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

4.3. Language of Application

The application as well as all correspondence and documents relating to the Pre-Qualification exchanged by the Applicant and the Procuring Agency, shall be written in English language. Supporting documents and printed literature that are part of the application shall also be in the same language.

4.4. Clarification of Pre-Qualification Document

An Applicant requiring any clarification of the Pre-Qualification Document shall contact the Procuring Agency in writing at the Procuring Agency’s address indicated in the Advertisement and this document. The Procuring Agency will respond in writing or by Email to any request for clarification provided that such request is received no later than five (5) days prior to the deadline for submission of applications. The Procuring Agency shall forward copies of its response to all applicants who have acquired the Pre-Qualification Document directly from the Procuring Agency including a description of the inquiry but without identifying its source. **The Procuring Agency reserves the right to amend the Pre-Qualification Document as a result**

of a clarification if deemed appropriate and communicate the same to all applicants in writing or by Email.

4.5. Amendment of Prequalification Document

At any time prior to the deadline for submission of applications, the Procuring Agency may amend the Pre-Qualification Document by issuing Addendum/Corrigendum. Any Addendum/Corrigendum issued shall be part of the Pre-Qualification Document and shall be communicated in writing or by Email to all, who have obtained the Pre-Qualification Document.

4.6. Letter of Application

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

4.7. Eligible Applicants

This Invitation for Pre-Qualification is open to all original Manufacturers, within Pakistan and abroad. Only OEM as per 3(VII) are eligible for joint venture agreement with other(s) OEM.

4.8. Joint Venture (JV)

4.8.1 Joint Venture (JV) Agreement

Firms may submit Pre-Qualification Application in a Joint Venture of two or more firms. Pre-Qualification Document shall be signed by authorized representative of the Joint Venture. Joint Venture Agreement entered into by the members shall be submitted with the Pre-Qualification Document as per **Annex-2**. Letter of acceptance will be issued as per JV agreement.

4.8.2 Lead Member JV

One of the members who is responsible for performing the key function in executing major component of the proposed contract shall be nominated as lead member during the Pre-qualification and bidding period and in the event of a successful bid, during contract execution. The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of Joint venture. This authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the members of the Joint Venture as per **Annex-3**. All responsibility for successful completion of the work as per tender documents shall be with the lead member.

4.8.3 Joint and Several Liability

All members of the Joint Venture shall be legally liable, jointly and severally, during the Pre-Qualification and bidding period, and during the event of a successful bid and contract execution. The Pre-Qualification of a Joint Venture does not necessarily Pre-Qualify any of its members to bid individually or as a member in any other Joint Venture.

4.8.4 Basic Requirements for Joint Venture (JV)

a) Following are minimum qualification requirements: -

i) The lead partner shall not score less than 40 percent of all qualifying criteria given in paras 6.2.

ii) Each of the partners shall not score less than 25 percent of all the qualifying criteria given in paras 6.2.

iii) **Maximum number of partners in JV is 'TWO'.**

iv) In case an applicant firm wants to demonstrate experience of a project executed under JV arrangement, it must submit JV agreement clearly showing percentage share of all partners of JV. If the JV agreement showing percentage of the partners is not attached, the submitted project will not be considered during evaluation.

v) In JV one of the applicant shall be designated as the Lead member, to perform a lead role who has been duly appointed by all applicant(s) to submit and sign on their behalf all documents required hereunder to bind the entire JV agreement to the contents thereof.

vi) In JV, there must be a Lead firm appointed through a Power of Attorney executed by all other applicants but such JV agreement is limited to maximum of 2 firms only.

vii) The foreign/international OEM (not registered in Pakistan) should submit the OEM certificate issued by respective country's government/autonomous body or TUV, CE or DFA.

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

i) Partner(s) withdraw from a JV and remaining partners do not meet the qualifying requirements;

ii) The new partners to a JV are not qualified individually or as another JV; or

iii) In the opinion of the Procuring Agency, a substantial reduction in competition would result.

c) Bid shall be signed by all members in the JV so as to legally bind all Standard Procedure for Pre-Qualification of Supplier.

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

e) The prequalification of a JV does not necessarily prequalify any of its partners individually or as a partner in any other JV or association. In case of dissolution of a JV,

each one of the constituent firms may prequalify if they meet all the prequalification requirements and any partner of J.V has requested/shall request for the same and then its prequalification shall be subject to the written approval of the Procuring Agency.

4.9 Submission of Pre-Qualification Application

Application for Prequalification (**One original and two Copies**, 01 hard & 01 soft) must be received in sealed envelopes to be delivered by hand or through registered mail on or before -----
----- **as per advertisement date and time**----- at the following address:

**Senior Purchase Officer/
Addl: Inspector General of Police,
Logistics & Procurement, Punjab,
Govt: of the Punjab, Police Department,
CPO Complex, Turkish Block, 2nd Floor,
Bank Road, Near Old Anarkali, Lahore.
Tel: 042-99213400 Fax: 042-99211715.**

Envelope should be clearly marked “**Application for Pre- Qualification for Supply of**
_____”.

4.10 Opening of Pre-Qualification Application

The Pre-Qualification Applications shall be opened on the same day i.e. ----- **as per advertisement date and time**----- in presence of Applicant’s representative who choose be present in the conference room of POLICE DEPARTMENT at the address given under **Clause 4.9**.

According to PPRA Rules 2014, Procuring Agency shall open the applications and shall prepare a record of the opening of applications that shall include, as a minimum, the name and signature of the representatives of the Applicants (if they choose to attend).

4.11 Late Submission of Pre-Qualification Applications

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

4.12 Lack of Information

Failure of an applicant to provide comprehensive and accurate information that is essential for the Procuring Agency’s evaluation of the applicant’s Pre-Qualification or to provide timely clarification or substantiation of the information supplied may result in disqualification of the

applicant and same shall be communicated in accordance with provisions of **Punjab Procurement Rules, 2014.**

4.13 Updating Prequalification Information

Pre-Qualified Applicants shall inform the Procuring Agency of any material change in information that might affect their qualification status. Applicants shall be required to update key Pre- Qualification information at the time of bidding. Prior to award of contract, the lowest evaluated bidder will be required to confirm its continued qualified status in a post qualification review process as deemed appropriate by the Procuring Agency.

4.14 Only one Application

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

4.15 Compliance

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

4.16 Fraud & Corruption

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

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

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

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

4.17 Declaring of Ineligibility and Blacklisting

Declaration of ineligibility and Blacklisting would be applicable as per clause 20 and 21 of PPRA Rules 2014 respectively which;

- i) Declaration of ineligibility: –
 - (a) Subject to rule 21, the procuring agency may, after providing an opportunity of hearing, declare, through a notification, an applicant for prequalification as ineligible for participating in any public procurement process for such period as it may determine on account of his engaging, directly or through an agent, in corrupt practice.
 - (b) A copy of the notification shall be provided to the affected person and to the Authority.
- ii) Blacklisting: - A Procuring Agency may, for a specified period, debar a bidder or contractor from participating in any public procurement process of the procuring agency, if the bidder or contractor has:
 - a) acted in a manner detrimental to the public interest or good practices;
 - b) consistently failed to perform his obligation under the contract;

not performed the contract up to the mark; or indulged in any corrupt practice

4.18 No Conflict

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

4.18.1 Applicant have common controlling shareholders or other ownership interest.

4.18.2 Applicant is also a constituent of another applicant.

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

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

4.19 Additional Information

As stated in PPRA Rules 2014 (Clause-18), “A procuring agency, at any stage of the procurement proceedings, having credible reasons for, or prima facie evidence of, any defect in the capacity or otherwise of a contractor, whether or not Pre-Qualified, may require the contractor to provide such further information concerning the professional, technical, financial, legal or managerial competence as the Procuring Agency may decide”.

4.20 International commitments of the Government.

- i. If any provision of these rules is in conflict with any obligation or commitment of the Government arising out of an international agreement with a state or states, or any international financial institution, the provisions of such international agreement, to the extent of conflict shall prevail.
- ii. Supplier will supply the product from that “Country” which has not been banned/embargo by Government of Pakistan.

5 PROCURING AGENCY’S RIGHTS

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

- i. Amend the items, scope of procurement, if required while adhering to the Principles of Procurement as per Rule 4 of the Punjab Procurement Rules, 2014 during the Pre-Qualification process.
- ii. The Procuring Agency will not be responsible for any costs or expenses incurred by Original Equipment Manufacturer (OEM) or Authorized Supplier/ Dealer of OEM in connection with the preparation or delivery of Applications.
- iii. As authority competent to accept the Application, the Procuring Agency reserves the exclusive right to cancel the pre-Qualification process, accept or reject all Applications.

5.1 Address of Procuring Agency

**Senior Purchase Officer/
Addl: Inspector General of Police,
Logistics & Procurement, Punjab,
Govt: of the Punjab, Police Department,
CPO Complex, Turkish Block, 2nd Floor,
Bank Road, Near Old Anarkali, Lahore.
Tel: 042-99213400 Fax: 042-99211715.**

6 CRITERIA FOR EVALUATION OF APPLICATIONS

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

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

6.1 Eligibility/ Mandatory Criteria

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

- a. Valid legal entity of the firm e.g. Certificate of registration from SECP or Registrar of firms. Foreign firms must attach similar certificate of registration from the respective registration body of their home country.
- b. Certificate of registration with relevant Taxation Authorities (Income Tax, Sales Tax or any other applicable by Law). Foreign firms must attach similar certificate of registration from the Tax Authority of their home country.
- c. Last Three years (FY) Audited Financial Statements by the Chartered Accountant firm.
- d. Last Year Bank Statement (for the period July 01, 2017 to June 30, 2018), verified by respective Bank.
- e. Affidavit on Non-Judicial stamp paper that Non-Performance of a contract did not occur within the last ten years based on information on all settled disputes or litigation.
- f. Judicial Affidavit declaring "Neither the firms nor its Directors, Stakeholders, as a whole or as a part of the firm have ever been black listed/ defaulted by any government agency/ department/organization".
- g. Provide separate undertaking that the information supplied by the firm is correct.
- h. Affidavit on Non-Judicial stamp paper declaring "OEM/Supplier will supply the product from that "Country" which has not been banned/embargo by Government of Pakistan".
- i. Copy of Punjab Engineering Council Certificate (***Optional for required category, if any**)
- j. Copy of Registration status of applicant (Company, Partnership Firm, Sole Proprietor ship, NGO etc.)

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

6.2 Pre-Qualification Evaluation Criteria

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

Important Note.

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

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

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

6.2.1 Financial Soundness

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

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

Marks shall be awarded on the basis of the following criteria

Sr. No.	Description	Marks	Explanation for Marks Obtained
a	Annual Turnover Annual Turnover of last three years	15	<ul style="list-style-type: none"> • Full Marks will be given if total of Annual Turnover of last three FY's (as per the audited financial Statements) is equal or above amounting Rs. 900 million (PKR) (or equivalent in other currency.) • Formula $A = (Y1+Y2+Y3)/900 *15$ Y1,Y2,Y3 representing annual turnover of last three years)
b	Tangible Net Worth	05	<ul style="list-style-type: none"> • Full marks if Tangible Net worth is equal or above amounting Rs. 600 million. • Tangible Net worth(in million)/ 600* 5. •

c	Bank Credit Limit/ Cash and Bank balance	05	<ul style="list-style-type: none"> • Full marks will be given if “Bank Credit Limit”, “Cash and Bank Balance” jointly or severally is amounting to Rs. 250 million or more: • Formula (Bank Credit Limit +Cash and Bank balance) /250* 05.
Total Marks		25	

6.2.2 Relevant Experience

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

Sr. No.	Description	Marks	Explanation for Marks Obtained
a	Projects of similar nature and complexity such as making/supply of Winter Jackets or similar for Pakistan national forces (army, navy, air force), provinces/ICT forces i.e. police, rangers constabulary and other govt. recognized departments and exports to any other country completed in Last 03 Years	20	<ul style="list-style-type: none"> • 20 marks will be given if applicant firm has project having total value of 300 Million and above in last three years. • Formula= (Accumulated Total Cost of Project(s) in last three years) /300 *20 • Provided that supply was completed within the specified period (including grace period) and firm has not defaulted in any manner(s). • For Completed Projects, Completion Certificate/Proof of Supply of respective project is mandatory indicating Cost of Project. No marks shall be awarded if Completion Certificate indicating cost of respective project is Not attached along with relevant annexures.
b	Projects of ongoing similar nature and complexity such as making/supply of Winter Jackets or similar for Pakistan national forces (army, navy, air force), provinces/ICT forces i.e. police, rangers constabulary and other govt. recognized departments and exports to any other country.	05	<ul style="list-style-type: none"> • 05 marks will be given if applicant firm has similar nature project(s) in hand and having sum of Cost of Project(s) amounting to Rs. 100 Million or more. • Formula= (Accumulated Total Cost of Project(s) in hand) /100 *05 No marks shall be given if the accumulated total cost of projects in hand is less than Rs. 30 million. • For in hand Projects, Purchase Order/Contract Agreement of respective project is mandatory indicating Cost of Project.
Total Marks		25	

6.2.3 MANUFACTURING/PRODUCTION CAPABILITIES

Marks shall be awarded on the basis of Manufacturing Facility of Original Equipment Manufacturer (OEM). No marks shall be awarded if declaration of Manufacturing Facility is not provided along with Annex.

Sr. No.	Description	Marks	Explanation for Marks Obtained
a	Production/assembling unit with allied skilled staff.	30	<ul style="list-style-type: none"> The applicant firm/ OM shall submit affidavit & proof of manufacturing indicating number of Similar Winter Jackets. <p>Criteria of awarding marks: -</p> <ul style="list-style-type: none"> If monthly production is 1500 winter jackets Full marks will be given i.e, 30 marks) For less than 1500 winter jackets production per month, marks shall be awarded as: (No of Winter jacket production /1500) * 30
Total Marks		30	

6.2.4 Personnel Capabilities

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

Sr. No.	Description	Marks	Explanation for Marks Obtained
a	Managerial Staff (10 professionals)	05 (0.5 for each professional)	Master's Degree with Minimum 03 years of relevant experience or Bachelor with Minimum 05 years of relevant experience
	Support Staff	10	<ul style="list-style-type: none"> 10 Marks will be given if applicant firm has 20 or more support staff. For staff, less than 20, marks shall be awarded as: (No of support staff/20) *10
	Quality Certification and any other certification	05	<ul style="list-style-type: none"> 05 Marks will be given if applicant firm has Quality Certification (relevant category). No mark if applicant firm has not provided quality Certification
Total Marks		20	

Annex 1: Cover Letter

To

Senior Purchase Officer/
Addl: Inspector General of Police,
Logistics & Procurement, Punjab,
Govt: of the Punjab, Police Department,
CPO Complex, Turkish Block, 2nd Floor,
Bank Road, Near Old Anarkali, Lahore.
Tel: 042-99213400 Fax: 042-99211715.

Subject: _____

Respected Sir,

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

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

Attached to this letter are copies of original documents defining:

- a. The Applicant's legal status
 - b. The principal place of business
 - c. The place of incorporation (for applicants who are corporations); or the place of registration
and the nationality of the owners (for applicants who are partnerships or individually-owned
firms).
1. The Procuring Agency and its authorized representatives are hereby authorized to conduct any
inquiries or investigations to verify the statements, documents, and information submitted in
connection with this application, and to seek clarification from our bankers and clients regarding any
financial and technical aspects. This Letter of Application will also serve as authorization to any
individual or authorized representative of any institution referred to in the supporting information, to
provide such information deemed necessary and requested by yourselves or the authorized
representative to verify statements and information provided in this application, or with regard to the
resources, experience, and competence of the Applicant.
 2. The Procuring Agency and its authorized representatives may contact the following inquiry numbers:
-

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

Technical Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2
Financial Inquiries	
Contact 1	Telephone 1
Contact 2	Telephone 2

3. This application is made with the full understanding that:
- a. Bids by prequalified applicants will be subject to verification of all information submitted for prequalification at the time of bidding;
 - b. The Procuring Agency reserves the right to reject or accept all application, may cancel the prequalification process.
 - c. The Procuring Agency shall not be liable for any such actions or consequences and shall be under no obligation to inform the Applicant of the grounds for actions at 5(b) here above.
[Applicants who are not joint ventures should delete Para 4&5 and initial the deletions.]
4. Appended to this application, we give details of the participation of each party, including capital contribution and profit/loss agreements, to the joint venture. We also specify the financial commitment in terms of the percentage of the value of the (each) contract, and the responsibilities for execution of the (each) contract.
5. We confirm that in the event that we bid, that bid as well as any resulting contract will be: -
- a. Signed so as to legally bind all members, jointly and severally.
 - b. Submitted with a Joint Venture agreement providing the joint and several liabilities of all members in the event the contract is awarded to us.
6. The undersigned declare that the statements made and the information provided in the duly completed application are complete, true, and correct in every detail.
1. Signed for and on behalf of [Name of the Lead Member] _____

Signature: _____

Name: _____

Designation: _____

Date: _____

Seal: _____

Annex 2: Joint Venture Agreement

(Should be a Formal JV agreement on a Stamp Paper of value PKR 1,000)

To:

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

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

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

I. Signed for and on behalf of [Name of the LeadMember]

Signature: _____

Name: _____

Designation: _____

Date: _____

Seal: _____

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

Signature: _____

Name: _____

Designation: _____

Date: _____

Seal: _____

Annex 3: Lead Member of JV

(Power of Attorney for Lead Member of Joint Venture (JV))

[To be printed on a PKR 100 stamp paper]

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

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

Now Therefore Know All Men by These Presents

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

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

In witness whereof we the principals above named have executed this power of attorney on this _____ day of _____ 2018.

Members:

<u>Member 1</u>		<u>Member 2</u>	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____

Witnesses:

<u>Witness 1</u>		<u>Witness 2</u>	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____

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

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the applicants should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the applicant.

- For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Pakistani Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.

Annex 4: General Information

PARTICULARS

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

Country _____ Postal Code _____
 Phone _____ Fax _____

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

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

Annex-5: Financial Soundness

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

Financial Soundness

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

Banker

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

Summarize documented information in Pak Rupees (equivalent at the current rate of exchange at the end of each year) for the previous three years (if FY 2018-19 audit is complete then below FY may read as (FY2016-17, FY 2017-18, FY2018-19).

Financial Information in Pak Rupees	FY2015-2016	FY2016-2017	FY2017-2018
Annual Turnover			
Total Assets			
Total Liabilities			
Net Worth			
Working Capital			
Current Assets			
Current Liabilities			

Profits Before Taxes			
Profits After Taxes			
Total Debt			
Total Equity			
Total Revenue			
Annual Turnover			

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

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

Annex-6: Similar Projects

Summary of Similar Nature Project Completed

Name: _____
(Applicant or member of Joint Venture)

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

Project Name	Year of Completion	Location	Value in PKR (Million)

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

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

**Annex 7: Similar Project in Hand
Summary of Similar Nature Project in hand**

Name: _____
(Applicant or member of Joint Venture)

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

Project Name	Year of Completion	Location	Value in PKR (Million)

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

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

Name: _____
(Applicant or member of Joint Venture)

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

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

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

PUNJAB POLICE undertake to treat all information provided as confidential.

Signed by an authorized Officer of the firm

Title of Officer: _____

Name:

Date:

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

Annex 9: Personnel Capabilities Short CV

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

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

Subject:

PRE-QUALIFICATION OF FIRMS FOR PROCUREMENT OF GOODS DURING CURRENT FINANCIAL YEAR 2019-20.

Enclosed refer to the subject cited above.

2. Annual Procurement Plan of CFY 2019-2020 for centrally purchased items has been approved by the IGP Punjab. Out of the planned items, the estimated cost of following is more than Rs.100 million:

Stitched Uniform

Sr.No.	Description	Estimated Cost
1.	Stitched Uniform (PP)	561,822,800
2.	Stitched Uniform (SPU) with badges	40,825,000
Total Estimated value		602,647,800

Uniform Cloth

1.	Shirt Cloth olive Green (PHP)	13,239,600
2.	Trousers Cloth Brown Green (PHP)	12,938,700
3.	Shirt Cloth (Traffic Police)	13,494,360
4.	Trousers Cloth (Traffic Police)	13,187,670
5.	Black Drill Cloth	35,149,500
6.	White Cloth	1,650,000
7.	Black Cloth	15,480,000
Total Estimated value		105,139,830

Winter Jackets

1.	Winter Jacket	81,719,680
2.	Winter Jacket (Elite)	4,999,040
3.	Winter Jacket (PHP)	6,419,200
4.	Winter Jacket (Dolphin)	18,618,400
Total Estimated value		111,756,320

Vests/T-Shirts

1.	Half sleeves vest	57,459,150
2.	Full sleeves warm vest	80,442,810
3.	Vest (White)	2,800,000
4.	T-Shirt Polo	86,827,160
5.	T-Shirt PHP	9,027,000
6.	T-Shirt (Elite)	7,342,340
7.	T-Shirt (ARF)	14,140,000
8.	Full Sleeve T-Shirt (Dolphin)	5,258,500
9.	Half Sleeve T-Shirt (Dolphin)	6,977,625
10.	T-Shirt Summer (SPU)	7,348,500
11.	T-Shirt Winter (SPU)	10,287,900
12.	T-Shirt CTD driver	335,040

13.	T-Shirt CTD/EPF	323,520
Total Estimated value		288,569,545

Boots / Shoes

Sr.No.	Description	Estimated Cost
1.	Field Boot	111,648,067
2.	Ankle Boot	34,215,050
3.	Shoes (CTD)	4,080,000
4.	Desert Boots	14,000,000
Total Estimated value		163,943,117

Bullet Proof Jacket

1.	Bullet Proof Jacket	378,000,000
Total Estimated value		378,000,000

Bullet Proof Helmet

1.	Bullet Proof Helmet	140,000,000
Total Estimated value		140,000,000