

TENDER DOCUMENT

TENDER NO. 01/2021-22

COMPUTER / OFFICE STATIONERY & OTHER GENERAL ITEMS FY 2021-22



MILITARY ACCOUNTANT GENERAL OFFICE

Kashmir Road Saddar Rawalpindi.
Telephone: 051-9270712-18
Fax: 051-9270711
URL: www.pmad.gov.pk
Mail: dmag@pmad.gov.pk

IMPORTANT NOTE.

In order to conduct procurement process in a fair & transparent manner and to bring value for money to the Procuring Agency i.e. Military Accountant General office, through national and open competitive bidding, Tender/Bidder(s) (who intend to take part in the instant Tender) are required to submit the requisite information and documents mentioned in the Tender/Bidding Document. Bids received without, undertakings, legitimate documentary evidence, relevant documents and contrary to the method of submission as per requirement mentioned in the Bidding Document or Certificates are liable to be rejected at the initial stage. The supporting data along with valid documentary evidence for critical components as detailed herein should be submitted in the form of Index by the Tender/Bidder for scrutiny.

**INDEX OF TENDER DOCUMENT FOR PROCUREMENT OF
COMPUTER AND OFFICE STATIONERY.**

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TENDER/BIDDING DOCUMENT FOR COMPUTER/PHOTOSTAT PAPERS

TENDER NO.01/2021-22

(For Procurement of Computer and Office Stationery)

(1) INVITATION TO BID

Tender for Bid

Military Accountant General (MAG), (hereinafter referred to as the “Purchaser”) advertises the Tender and invites bids (hereinafter referred to as “the Tender”) from interested registered person, firm, supplier/distributor/dealer, company or an organization in particular patent manufacturer on national competitive basis for ‘Procurement of Computer & Office Stationery’ (Hereinafter referred to as the “Goods”) at Military Accountant General office Rawalpindi.

Applicability of Public Procurement Rules

Public Procurement Rules 2004, which may be downloaded from website of Public Procurement Regulatory Authority, will be strictly followed

<http://www.ppra.org.pk/>

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule made under Public Procurement Regulatory Authority Ordinance 2002 with reference to Public Procurement Rules 2004.

Methods of Advertisement (s)

In compliance to Rule 12 (1&2) of Public Procurement Rules 2004, this Tender is being advertised at Authority’s website <http://www.ppra.org.pk> as well as in the print media nationwide. This Tender is also placed online at the website of the Military Accountant General/Purchaser. The Bidding Document wherein comprehensive details have been mentioned may be obtained/downloaded free of cost from Military Accountant General Website <http://www.pmad.gov.pk>.

Type of Open Competitive Bidding

As per Rule 36 (b), Single stage - Two envelope

- i. The bid shall comprise a single package containing two separate envelopes Each envelope shall contain separately the financial proposal and the technical proposal;
- ii. The envelopes shall be marked as “FINANCIAL PROPOSAL” and “TECHICAL PROPOSAL” in bold and legible letter to avoid confusion’
- iii. Initially, only the envelope marked “TECHICAL PROPOSAL” shall be opened ;
- iv. The envelope marked as “FINANCIAL PROPOSAL” shall be retained in the custody of the procuring agency without being opened;
- v. The procuring agency shall evaluate the technical proposal in a manner prescribed in advance, without reference to the price and reject any proposal which does not conform to the specified requirements;

- vi. During the technical evaluation no amendments in the technical proposal shall be permitted;
- vii. The financial proposals of bids shall be opened publicly at a time date and venue announced and communicated to the bidders in advance;
- viii. After the evaluation and approval of the technical proposal the procuring agency, shall at a time within the bid validity period, publicly open the financial proposals of the technically accepted bids only. The financial proposal of bids found technically non-responsive shall be returned un-opened to the respective bidders; and
- ix. The bid found to be the *[most advantageous bid] shall be accepted.

(2) INSTRUCTIONS TO BIDDER(S)

- a. The bids complete in all respect as prescribed and required under this Tender Document, must be delivered into Tender Box, placed at “G” Cash Section of MAG office Rawalpindi, not later than **10:00 AM** on last date of submission of bids i.e. **24 /06/2021**.
- b. Bids submitted late shall not be considered/entertained.
- c. Bid Security (Earnest Money) @ 5% of the total Tender Price in favor of “**DDO MAG Kashmir Road Rawalpindi**” must be attached with bid, as part of Financial bid and as per provisions contained in Clause “Bid Security” of the Terms and Conditions of the Tender in this bidding document mentioned hereinafter.
- d. The Technical bids shall be publicly opened in the “G” Cash Section of MAG office Rawalpindi, at **10:30 AM** on **24/06/2021**.
- e. In case the last date of bid submission falls in/within the official holidays/weekends of the Purchaser, the last date for submission of the bids shall be the next working day.
- f. Alternative bids shall not be considered. Bidder(s) must read the provisions/instructions of this Tender Document contained in Clause regarding “**Determination of Responsiveness of Bid**” and “**Rejection/Acceptance of the Tender**” for making bids substantially responsive to the requirements of Bidding Document.
- g. It is sole responsibility of the Bidder(s) that he has read and understood all provisions, instructions, terms & conditions contained in this Tender Document before submitting the Bid. Neither any claim whatsoever including those of financial adjustments in case the contract is awarded under this Bid Process, will be entertained by the Purchaser nor any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder(s).
- h. Instructions, Terms & Conditions and Specifications are devised for strict compliance and enforcement. No escalation of cost, except arising from increase in quantity by the

Bidder(s) on the demand after approval of the Purchaser, will be permitted throughout the period of the contract

- i.** The successful Bidder(s) will be responsible for all the deliveries and deliverables to the Purchaser within **07 days** at Rawalpindi as per provision regarding delivery time or execution schedule of the Tender Document;
- j.** The Primary Contact & Secondary Contact for all correspondence in relation to this bid are as under: -

Primary Contact

Secondary Contact

MR. ZAFAR HUSSAIN
Accounts officer “G” Section
Rawalpindi Pakistan
Ph. No.051-9270720

MR. ABDUL REHMAN
Assistant Account Officer “G” Cash
Rawalpindi Pakistan
Ph. No. 9270712-229

- k.** Bidder(s) shall communicate all queries via the Primary Contact during period from the date of submission of bid and until further notice from the Primary Contact. In case of urgency when the Primary Contact cannot be contacted, the Bidder(s) may alternatively direct their queries through the Secondary Contact.
- l.** Bidder(s) are required to state clearly, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the Bidder(s)’s authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- m.** The Purchaser will not bear any cost or expense incurred by Bidder(s) in connection with preparation or submission of bids.
- n.** Failure to supply required items within the specified time period will invoke penalty as specified in this document.

Determination of Responsiveness of the Bid (Tender)

The Purchaser shall, prior to the Tender evaluation, determine the substantial responsiveness of the Bid to the Tender Document. A substantially responsive Tender is one which:

- i.** meets the eligibility criteria given in Tender Document for provision of Computer/Photostat Papers;
- ii.** meets the Technical Specifications for the Goods against each Item;
- iii.** meets the delivery period/point for the Goods against each Item;
- iv.** is in compliance with the rate and limit of liquidated damages;
- v.** offers fixed price quotations for the Goods against each Item;

- vi.** is accompanied by the required Bid Security as part of financial bid envelope;
- vii.** is prepared/submitted as prescribed in this Tender Document;
- viii.** Conforms to all instructions/provisions/terms & conditions of the Tender Document, without material deviation or reservation.

A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Purchaser's rights or the Bidder(s)'s obligations under the Contract.

The Tender determined as not substantially responsive shall not subsequently be made responsive by the Bidder(s) by correction or withdrawal of the material deviation or reservation.

Rejection/Acceptance of the Bid

The Purchaser may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request communicate to any Bidder(s), the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Purchaser shall incur no liability, solely, by virtue of invoking discretion provided under sub-rule (1) of Rule-33 of Public Procurement Rules, 2004 towards the Bidder(s). However, prospective Bidder(s) shall be informed in due course about the rejection of the bids if any (As per Rule 35 of Public Procurement Rules, 2004).

The Tender shall be rejected if it is:

- i.** Substantially non-responsive in manner prescribed in the Tender Document; or
- ii.** Submitted in other than prescribed forms & documents and specified manner; or
- iii.** incomplete, partial, conditional, alternative, late; or
- iv.** bid not submitted and relevant bid security is not submitted;
- v.** subjected to interlineations/cuttings/corrections/erasures/overwritings; or
- vi.** the Bidder(s) refuses to accept the corrected Total Tender Price; or
- vii.** the Bidder(s) has conflict of interest with the Purchaser; or
- viii.** the Bidder(s) tries to influence the Tender evaluation/Contract award; or
- ix.** the Bidder(s) engages in corrupt or fraudulent practices in competing for award of the Contract;
- x.** the Bidder(s) fails to meet all the requirements of Tender Eligibility/Qualification Criteria;
- xi.** the Bidder(s) fails to meet the evaluation criteria requirements;
- xii.** the Bidder(s) has been blacklisted by any public or private sector organization;
- xiii.** the Bidder(s) has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;
- xiv.** the Bidder(s) has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
- xv.** there is any discrepancy between Bidding Documents and Bidder(s)'s proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid

- xvi.** the Bidder(s) submits financial conditions as part of its bid which are not in conformity with Tender Document.
- xvii.** non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- xviii.** Bidder is not authorized Dealer/Supplier/Distributor of paper manufacture Company.

Headings and Titles

In this document, headings and titles shall not be construed to be part thereof or be taken into consideration in the interpretation of the document and words importing the singular only shall also include the plural and vice versa where the context so requires.

Notice

Wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions between the Bidder/Contractor and the Purchaser, the same shall be:

- i.** in writing;
- ii.** issued within reasonable time;
- iii.** served by sending the same by special messenger, courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose;

The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

Tender Eligibility/Qualification Criteria

- a.** Eligible Bidder(s) is one who:
 - i.** is either a patent manufacturer or an authorized dealer or supplier or has a registered/incorporated company/firm in Pakistan with relevant business experience of at least one to three years as on ___/06/2021;
 - ii.** must be registered with Federal and/or Provincial Tax Authorities of Pakistan (companies which are validly registered with Sales Tax and Income Tax Departments and having sound financial strengths can participate);
 - iii.** has valid Registration of General Sales Tax (GST) & National Tax Number (NTN); and is active return filer.
 - iv.** has submitted bid for provision of Papers as per forms of bid and appropriate bid security thereof;
 - v.** must be involved in relevant manufacturing, sales or supply business for at least one (01) year for bid items;
 - vi.** has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. ('Undertaking' on legal Stamp Paper is mandatory);
 - vii.** has the required and relevant qualified personnel and capital strength to fulfill the requirement and liability.

- b.** Conforms to the Clause of “Responsiveness of Bid” given herein this Tender Document.

Tender Cost

The Bidder(s) shall bear costs/expenses with regard to preparation and submission of the Tender(s) and the Purchaser shall in no case be responsible/liable for those costs/expenses.

Amendment of the Tender Document

The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative vested with exclusive discretion or in response to a clarification requested by the Bidder(s), amend the Tender Document, on account of any reason, either to extend the deadline for the submission of Bid or otherwise which shall be notified to all prospective Bidder(s) whereafter all such amendment(s) shall be considered part of the Tender Document and binding on the Bidder(s) as per Public Procurement Rules, 2004 (Rule 27).

Preparation/Submission of Tender

The Bidder(s) is required to bid for all items according to Form of Bid;

- a.** Tender as well as documents related to Tender, exchanged between the Bidder(s) and the Purchaser, shall be in English or Urdu or in both. Any printed literature furnished by the Bidder(s) in another language shall be accompanied by an English as well as Urdu translation which shall govern for purpose of interpretation of Tender;
- b.** Tender shall be submitted in prescribed manner elaborated herein and all documents shall be typed, completely filled in, stamped and signed by Bidder(s) or his Authorized Representative. Only signed and stamped documents shall be submitted. In case volume of the bid contains various set(s) of documents, the same must be properly Numbered and tagged in binding shape with proper index or table of contents;
- c.** Tender shall be in two parts i.e. the Technical Proposal and the Financial Proposal;
- d.** Technical Proposal shall comprise the following and must be
Without quoting the price:
 - i.** Technical Proposal Form;
 - ii.** Undertaking (All terms & conditions and qualifications listed anywhere in this Tender Document have been satisfactorily vetted) and Affidavit (Integrity Pact);
 - iii.** Certificate of Company or Firm Registration/Incorporation under the laws of Pakistan;
 - iv.** Covering letter duly signed and stamped by authorized representative;

- v.** Evidence of eligibility of the Bidder(s) and the Goods;
 - vi.** Evidence of conformity of the Goods to the Tender Document;
 - vii.** Undertaking and Evidence that the quoted Goods are genuine, brand new, non- refurbished, un-altered in any way, of the most recent/current model, imported through proper channel, and incorporate all recent improvements in design and materials;
 - viii.** Technical Brochures/Literature along with samples accompanied by authorized dealership certificate/online printout for original products (where applicable);
 - ix.** Submission of undertaking on legal valid and attested Stamp Paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan;
 - x.** Financial Capacity as per prescribed Form;
 - xi.** Valid Registration Certificate for Income Tax & Sales Tax Departments;
 - xii.** Power of Attorney/Letter of Authority on Company/Firm letterhead pad, if an authorized representative is appointed.
- e.** The Financial Proposal shall comprise the following:
- i) Financial Proposal Form;
 - ii) Price Schedule;
 - iii) Bid Security (Earnest Money), as per provisions of the Clause Bid Security of this document;
- f.** The Bidder(s) shall seal the Technical Proposal in an envelope duly marked as under:
- Technical Proposal for _____ Tender Name
 [Name of Tender]
 Tender No. _____ **Item No:** _____
 [Name of the Purchaser]
 [Address of the Purchaser]
 [Name of the Bidder(s)]
 [Address of the Bidder(s)]
 [Phone No. of the Bidder(s)]
- g.** The Bidder(s) shall follow the same process for the Financial Proposal;
- h.** The Bidder(s) shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:
- Original Tender for _____
 Tender Name [Name of Tender]
 Tender No. _____ **Strictly Confidential**
 [Name of the Purchaser]
 [Address of the Purchaser]

[Name of the Bidder(s)]
[Address of the Bidder(s)]
[Phone No. of the Bidder(s)]

- i.** The Bidder(s) shall also enclose soft copies of the Technical Proposal and the Financial Proposal, including all Forms, Documents, Literature... etc, in the form of MS Word Documents, MS Excel Worksheets and Scanned images, with the hard copies (properly sealed).
- j.** The Tender shall be dropped in the prescribed Tender Box placed at the “G” Cash section of the Purchaser’s Office, not later than 10:30 AM on last date of submission of bids. No late bid or bid received through post shall be accepted/entertained.
- k.** This is made obligatory to affix authorized signatures with official seal on all original documents, certificates, brochures, literature, letters, forms and all relevant documents as part of the bid submitted by Bidder(s).

Tender Price

The quoted price shall be:

- a.** best/final/fixed and valid until completion of all obligations under the Contract i.e. not subject to variation/escalation;
 - i)** in Pak Rupees;
 - ii)** inclusive of all taxes, duties, levies, insurance, freight, etc;
 - iii)** including all charges up to the delivery point at Islamabad;
- b.** If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements;
- c.** Where no prices are entered against any item(s), the price of that item shall be deemed free of charge, and no separate payment shall be made for that item(s);
- d.** In case of locally produced item, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacturing or assembling of the item.

Bid Security (Earnest Money)

- a.** The Bidder(s) shall furnish the Bid Security (Earnest Money) as under:
 - i.** for a sum equivalent to **5%** of the Total Tender Price of Items as per Forms of Bid given in this Tender Document in the form of Call Deposit Receipt, in the name of the DDO MAG Kashmir Road Rawalpindi;
 - ii.** denominated in Pak Rupees;
 - iii.** as part of financial bid envelope, failing which will result rejection of bid.
 - iv.** have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later;
- b.** The Bid Security (Earnest Money) shall be forfeited by the Purchaser, on the occurrence of any or all of the following conditions:
 - i.** if the Bidder(s) withdraws the Tender during the period of the Tender

- validity specified by the Bidder(s) on the Tender Form; or
- ii.** if the Bidder(s) does not accept the corrections of his Total Tender Price;
 - iii.** if the Bidder(s), having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
 - iv.** If the Bidder(s) make false declaration or provide forged, pagged or fake document(s) as a part of bidding documents.
- c.** The Bid Security (Earnest Money) shall be returned to the technically unsuccessful Tender with unopened/sealed financial bid whereas the unsuccessful Bidder(s) of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Bidder(s) upon furnishing of the Performance Security.

Tender Validity

The Tender shall have a minimum validity period of one hundred and twenty (120) days from the last date for submission of the Tender. The Purchaser may solicit the Bidder(s)'s consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Bidder(s) agrees extension of validity period of the Tender, the validity period of the Bid Security (Earnest Money) shall also be suitably extended. The Bidder(s) may refuse extension of validity period of the Tender, without forfeiting the Bid security (Earnest Money).

Modification/Withdrawal of the Tender

- a.** The Bidder(s) may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- b.** The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiry of the period of the Tender validity, shall result in forfeiture of the Bid Security (Earnest Money).

Opening of the Tender

- a.** Tenders (Technical Bids) shall be opened at **10:30 AM** on the last date of submission of bids i.e. **. 06.2021**, in the presence of the Bidder(s) for which they shall ensure their presence without further invitation, as per provision of Rule-28 of PPRA Rules, 2004.
- b.** The Bidder(s)'s name, modifications, withdrawal, security, attendance of the Bidder(s) and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and/or recorded.
- c.** No Bidder(s) or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during Tender opening meeting at given time and location.

Clarification of the Tender

The Purchaser shall have the right, at his exclusive discretion, to require, in writing, further information or clarification of the Tender, from any or all the Bidder(s). No change in the price or substance of the Tender shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Tender. Acceptance of any such correction is sole discretion of the Purchaser.

Correction of Errors/Amendment of Tender

- a.** The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
 - i.** if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern;
 - ii.** if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected;
 - iii.** if there is a discrepancy in the actual sum of the itemized total prices and the total Tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern;
- b.** The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Bidder(s).
- c.** Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- d.** No credit shall be given for offering delivery period earlier than the specified period.

Technical Evaluation Criteria

The technically eligible Bidder(s) who comply with the Eligibility/Qualification and Evaluation Criteria mentioned herein this document will be eligible for further evaluation and processing after acceptance in Technical Evaluation and their sealed/unopened Financial Proposal shall be opened publically in the Conference Room mentioned herein on the date which shall be communicated through issuance of Notice and telephonically to all prospective Bidder(s).

The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidder(s) without adequate capabilities for supply and maintenance/warranty services will be rejected.

The Technical proposals shall be evaluated in the light of following evaluation criteria:

Eligibility	Description	Marks
Legal (Mandatory)	Certificate of Company/Firm Registration/Incorporation under the laws of Pakistan	(10 Marks)
	Valid Income Tax Registration and Active Return Filer	(10 Marks)
	Valid General Sales Tax Registration (Status=Active with FBR) and Active Return Filer	(10 Marks)
	Submissions of required undertakings on legal valid and attested Stamp Paper or Company letterhead that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or Autonomous Body or Private Sector Organization anywhere in Pakistan...etc.	(20 Marks)
	Compliance to the technical specifications of items/goods (all items) to be procured mentioned in this document (Undertaking)	(10 Marks)
	In full compliance of the Execution Schedule and Delivery Period mentioned in Tender Document (Undertaking of same on legal Stamp Paper)	(10 Marks)
Experience	Similar Nature of Business at least 01 to 03 years	(30 Marks)

Note: Verifiable documentary proofs for above pre-conditions are mandatory and evaluation shall be made on the basis of these verifiable proofs.

Financial Proposal Evaluation

- a. Technically qualified/successful Bidder(s) shall be called for submission/opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidder(s) on the date which shall be communicated through issuance of Notice and telephonically to all prospective Bidder(s). The technically eligible/successful Bidder(s) or their authorized representatives shall be allowed to take part in the Financial Proposal(s) opening;
- b. Financial Proposal Evaluation will be conducted under the Public Procurement Rules, 2004. The Price evaluation will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the Bidder/Contractor shall be bound to adjust the same in the Financial Proposal;
 - i. in cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered;

- ii. in evaluation of the price of an imported item, the price will be determined and considered inclusive of the customs and other import duties...etc;
 - iii. in evaluation of the price of articles/Goods which are subject to Excise Duty, Sales Tax, Income Tax or any other tax or duty levied by the Government, the price will be determined and considered inclusive of such duties and taxes.
- c. The Purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder(s).

Award Criteria

- a. At first step, eligible Bidder(s) as per Clause (Tender Eligibility) of this Tender Document, fulfilling the qualification and technical evaluation criteria will stand technically qualified;
- b. At second step, technically qualified and successful Bidder(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost/rate quoted as per rules and fulfilling all codal formalities, irrespective of their technical evaluation competency.

Acceptance Letter/Purchase Order

The Purchaser shall issue the Acceptance Letter/Purchase Order to the successful Bidder(s), within reasonable time of announcement of bid evaluation report (Rule-35&38 of PPRA Rules 2004 and prior to the expiry of the original bid validity period or extended bid validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

Performance Security

- a. The successful Bidder(s)/Contractor shall furnish Performance Security as under:
 - i. within ten **(10) days** of the receipt of the Acceptance Letter from the Purchaser;
 - ii. Performance Security would be submitted by the successful Bidder(s);
 - iii. in shape of a **Call Deposit drawn in favour of DDO MAG Kashmir Road Rawalpindi** issued by a scheduled Bank operating in Pakistan, as per Form provided in the Tender Document;
 - iv. for a sum equivalent to **10%** of the Contract Value;
 - v. denominated in Pak Rupees;
 - vi. Have a minimum validity period until the date of expiry of period of Contract, support period or termination of services, or fulfillment of all obligations under the Contract/Purchase Order, whichever is later. No other shape or form of Performance Security shall be acceptable with any validity less than the prescribed time period.
- b. The Performance Security shall be payable to the Purchaser, on occurrence of any/all of the following conditions:

- i. If the Contractor commits a default under the Contract;
 - ii. If the Contractor fails to fulfill the obligations under the Contract;
 - iii. If the Contractor violates any of the terms and conditions of the Contract.
- c. The Contractor shall cause the validity period of the Performance Security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall be returned to the Bidder(s) within thirty working days after the expiry of its validity on receipt of written request from the Contractor.
- d. In case the Contractor fails to furnish Performance Security in the shape of Bank guarantee or Banker cheque within the stipulated period given under Letter of Acceptance and subsequent formal Contract, or till end of the currency of the said Contract, the amount of Bank Guarantee/Banker cheque as required, shall be deducted from the amount payable to the Contractor.
- e. No interest on the amount of performance guaranty/Banker cheque shall be charged by Bidders.

Terms & Conditions of Contract Form

- a. Terms & conditions laid down in contract document/form are part & parcel of the Bid documents and shall be applied to the successful bidder under the Tender.

Redressal of Grievances by the Procuring Agency

- a. The Purchaser may constitute a Committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of Bidder(s) that may occur prior to enforcement of the Procurement Contract.
- b. Any Bidder(s) feeling aggrieved by any act of the Purchaser after the submission of bid may lodge a written complaint concerning grievances not later than ten days after the announcement of the bid evaluation report.
- c. The Committee may investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

Instruction for Preparation Of Power Of Attorney/Letter of Authority

- a. To be executed by an authorized representative of the Bidder(s) on company letterhead enclosing attested copy of Copy of National Identity Card.
- b. The mode of execution of the Power of Attorney/Letter of Authority should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- c. Also, wherever required, the Bidder(s) should submit for verification the extract of the charter documents such as a resolution/ power of attorney in favor of the person executing the Power of Attorney/Letter of Authority for the delegation of power hereunder on behalf of the Bidder(s).

- d. In case the Tender Documents are signed by an authorized Director/Partner or Proprietor of the Applicant, a certified copy of the appropriate resolution/document conveying such authority may be enclosed in lieu of the Power of Attorney/Letter of Authority.

(3) FORM OF BID;

Forms, Specifications, List of Goods, Bill of Quantities and Detail of Standards of Tender/Items

*As per **Annex-A** (for Computer Stationery) and **Annex-B** (for Office Stationery)*

*As per **Annex-C** (for list of General Items) and **Annex-D** (for List of Electric, Hardware & Sanitary Items)*

Technical Proposal Submission Form

[Rawalpindi, Date]

To,

Accounts officer,
“G” Section MAG office,
Kashmir Road Saddar Rawalpindi.

Dear Sir,

We, the undersigned, offer to provide the (insert title of assignment) in accordance with your Tender Document No. _____ Dated _ (insert date) _. We hereby submit our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

We undertake, if our Proposal is accepted, to provide supply of _____

We also confirm that neither the Federal Government nor any of the Provincial Governments of Pakistan has declared us ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Tender Document.

We understand you are not bound to accept any Proposal you receive.

We remain,
Yours sincerely,

Authorized Signature
(Original)
(In full and initials)

Name and Designation of
Signatory
Name of
Firm
Address

Financial Proposal Submission Form
(Part of Financial Bid Envelope)

[Rawalpindi, Date]

To,

Accounts officer,
“G” Section MAG office,
Kashmir Road Saddar Rawalpindi.

Dear Sir,

We, the undersigned, offer to provide the _ (Insert title of assignment) _ in accordance with your Tender Document No. _____ dated _ (insert date) _ and our Technical Proposal. Our attached Financial Proposal is for the sum of _ (insert amount in words and figures) _. This amount is inclusive of all taxes.

Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal.

We also declare that neither the Federal Government nor any of the Provincial Governments of Pakistan has declared us ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document.

We understand that you are not bound to accept any Proposal you receive.

Signed:

In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant: Date:

Form of Covering Letter

[Rawalpindi, Date]

To,

The Accounts officer,
G” Section MAG office,
Kashmir Road Saddar,
Rawalpindi.

Sub: SUBMISSION OF BID

Dear Sir,

- a) Having examined the Tender related documents we, the undersigned, in conformity with the said document, offer to provide the said items on terms of reference to be signed upon the award of contract for the sum indicated as per financial bid.
- b) We undertake, if our proposal is accepted, to provide the tender items within time frame specified, starting from the date of signing of the Contract.
- c) We agree to abide by our proposal for the period of days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a Contract in the form to be communicated by the Purchaser.
- e) Unless and until a formal agreement is prepared and executed, this proposal together with your written acceptance thereof shall constitute a binding contract agreement.
- f) We understand that you are not bound either to accept the lowest or any bid you receive, or to give any reason for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Authorized Signatures with Official Seal

FORM OF POWER OF ATTORNEY/LETTER OF AUTHORITY

(On Stamp Paper of relevant value or Company letter head duly signed and stamped)

Know all men by these presents, we (name of the company and address of the registered office) do hereby appoint and authorize Mr. (full name and residential address) who is presently employed with us and holding the position of (name of position) as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for (name of the assignment) in response to the Tender invited by the (name of the Purchaser) including signing and submission of all documents and providing information/responses to (name of the Purchaser) in all matters in connection with our Bid.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall always be deemed to have been done by us.

Dated this _____ day of _____ 21 _____ For _____

(Signature)
(Name, Designation and Address)
Accepted

(Signature)
(Name, Title and Address of the Attorney)
Date:

FORM OF UNDERTAKING
(On company letterhead)

It is certified that the information submitted/furnished herein as per Tender Document with regard to _____ is true and correct and nothing has been concealed or tampered with. We have gone through all the instructions and terms & conditions contained in the Tender Document for _____ and are liable to any punitive action for furnishing false information/documents.

Dated this _____ day of _____ 21 _____

Signature

(Company Seal)

In the capacity of

Duly authorized to sign bids for and on behalf of:

Form of Integrity Pact

We _(Name of the Bidder(s)/supplier)_ being the first duly sworn on oath submit, that Mr./Ms. _____(if participating through agent / _____ representative) is the agent/ representative duly authorized by _(Name of the Bidder(s) company)_ hereinafter called the Contractor to submit the attached bid to the _(Name of the Purchaser)_. Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any officer or employee of the _(Name of the Purchaser)_ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the Bidder(s) in the bidding and in the evaluation and selection of the Bidder(s) for contract or other forms of non- compliance.

[The Seller/Supplier/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Purchaser and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty.

[The Seller/Supplier/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Purchaser under any law, contract or other instrument, be voidable at the option of the Purchaser.

Notwithstanding any rights and remedies exercised by the Purchaser in this regard, [the Seller/Supplier/Contractor] agrees to indemnify the Purchaser for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Purchaser in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by [the Seller/Supplier/Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Purchaser.

Signature & Stamp

Subscribed and sworn to me this _____ day of 21

Notary Public

Performance Security Form

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgment Date:

(Must be one month later than the expiry date)

WHEREAS [Name and Address of the Contractor] (hereinafter called "the Contractor") has agreed to supply the Goods against Tender (Name), Tender No. _____ (hereinafter called "the Contract") for the Contract Value of PKR (in figures _____) (in words _____).

AND WHEREAS it has been stipulated in the Tender Document that the successful Contractor shall furnish Performance Security, within twenty **(20) days** of the receipt of the Acceptance Letter (Letter of Acceptance) from the Purchaser, in the form of **Call Deposit Receipt in favour of DDO MAG Kashmir Road Rawalpindi** issued by a scheduled Bank operating in Pakistan, as per this format, for a sum equivalent to Rs. _____ (10% of the contract value)

valid from the date of issue until all obligations have been fulfilled in accordance with the Contract;

AND WHEREAS [Name of the Bank] having registered office at [Address of the Bank] (hereinafter called "the Guarantor") has agreed to give the Contractor a Guarantee;

THEREFORE the Guarantor hereby affirms to bind himself and his successors to the Purchaser, for the sum of PKR (in figures _____) (in words _____)

_____ and undertakes to pay to the Purchaser, upon receipt of his written demand(s), any sum(s) as specified by him, not exceeding the above limit in aggregate, without cavil / argument and without the Purchaser having to substantiate / prove or to show grounds / reasons for such claim(s), on the occurrence of any / all of the following conditions:

1. If the Contractor commits a default under the Contract;
2. If the Contractor fails to fulfill any of the obligations under the Contract;
3. If the Contractor violates any of the provisions of the Contract.

Provided that the Purchaser shall specify the occurred condition(s) owing to which the said sum is due to him.

Provided further that any demand(s)/claim(s) from the Purchaser shall reach the Guarantor within thirty working days after the expiry of the Guarantee.

This guarantee shall remain valid up to _____ or until expiry of warranties / support period or all obligations have been fulfilled in accordance with the Contract, **whichever is later.**

Date this _____ day of 2021.

GUARANTOR

Signature _____ CNIC # _____

Name _____ Designation _____

Financial Capacity Form of the Bidder(s)

Additionally, the following financial data form shall be filled out by the Bidder(s). The Purchaser reserves the right to request additional information about the financial capacity of the Bidder(s). A Bidder(s) who fails to demonstrate through financial records that it has the financial capacity to perform the required Supply may be disqualified.

Financial Information	Historical information for the previous three years (most recent to oldest in (PAK Rupees))		
	Year 1 (Year)	Year 2 (Year)	Year 3 (Year)
Information from Balance Sheet:			
(1) Total Assets (TA)			
(2) Current Assets (CA)			
(3) Total Liabilities (TL)			
<u>ii</u>) Current Liabilities (CL)			
Information from Income Statement:			
<u>iii</u>) Total Revenue (TR)			
<u>iv</u>) Profits before Taxes (PBT)			
Net Worth (1) – (3)			
Current Ratio (2) / (4)			

Provide information on current or past litigation or arbitration over the last three (3) years as shown in the form below.

Litigation or arbitration in the last three (3) years: No: _____ Yes: _____ (See below) Litigation and Arbitration During Last three (3) Years

Year	Matter in Dispute	Value of Award Against Contract in PAK Rupees
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Authorized Signatures with Official Seal

FORM OF CONTRACT

This CONTRACT AGREEMENT (this “Contract”) made as of the [day] of [month], [year], between [Military Accountant General] (the “Purchaser”), on the one part, and [full legal name of the Contractor], on the other part severally liable to the Purchaser for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “the Contractor.”

RECITALS

WHEREAS,

- (a) The Purchaser intends to spend a part of its budget/funds for making eligible payments under this Contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract described herein.
- (b) The Purchaser has requested the Contractor to provide certain supply of Goods/Items as described in Tender Document; and
- (c) The Contractor, having represented to the Purchaser that it has the required financial resources, professional skills, and personnel resources, has agreed to provide the tender goods on the terms and conditions set forth in this Contract.
- (d) Now Therefore, the Parties to this Contract agree as follows:
 1. The Contractor hereby covenants with the Purchaser to supply the Goods and to remedy defects/damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Purchaser to the Contractor.
 2. The Purchaser hereby covenants with the Contractor to pay the Contractor, the Contract Price or such other sum as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Goods and remedying of defects/damage therein.
 3. The following shall be deemed to form and be read and construed as part of this Contract:
 - i.** The Tender Document
 - ii.** Bidder(s)’s Proposal
 - iii.** Terms and Conditions of the Contract
 - iv.** The Technical Specifications
 - v.** Tender Forms
 - vi.** Price Schedule/Bid
 - vii.** Affidavit(s)
 - viii.** Authorized Dealership/Agency Certificate regarding original Toners
 - ix.** Performance Security
 4. This Contract shall prevail over all other documents. In the event of any discrepancy/ inconsistency within the Contract, the above Documents shall prevail in the order listed above.
 5. IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above

For [Military Accountant General]:

For [full legal name of the Contractor]:

Signature
Name: _____

Signature
Name: _____

Witnessed By:

Witnessed By:

WITNESSES

Signature _____

Signature _____

CNIC # _____

CNIC# _____

Name _____

Name _____

Designation _____

Designation _____

Address _____

Address _____

(4). GENERAL OR SPECIAL CONDITIONS OF CONTRACT

Contract

After receipt of Performance Security from successful Bidder(s), the Purchaser shall send the Contract as provided in the Tender Document, to the successful Bidder(s) and within three working days of the receipt of such Contract the Bidder(s) shall sign and date the Contract and return it to the Purchaser.

Contract Duration

The Contract shall be for a period of one (01) year i.e. w.e.f. 01/07/2021 to 30/06/2022

Contract Documents and Information

The Contractor shall neither disclose any document, specification, sample, information nor make use of the Contract or disclose any of the provisions contained therein, furnished by or on behalf of the Purchaser, without prior permission of the Purchaser, to any person other than a person employed by the Contractor in performance of the Contract and such disclosure shall be only for purpose of performance of the Contract.

Contract Language

The language of the Contract and other relevant documents between the Contractor and the Purchaser shall be English or Urdu or English & Urdu and in case of any translation the cost shall be borne by the Contractor.

Standards

The Goods provided/supplied under the Contract shall conform to latest industrial quality standards.

Commercial Availability

The commercial availability of the Goods required to be supplied under the Contract shall be ensured at the time of signing of the Contract.

Patent Rights

The Contractor shall indemnify and hold the Purchaser harmless against all third party claims of infringement of patent, trademark or industrial design rights arising from use/supply of the Goods or any part thereof.

Execution Schedule

The Contractor shall ensure delivery of Goods mentioned in the Bidding Document on top priority within 10 days of the intimation/receipt of work order.

Packing

The Goods shall be properly packed to avoid any kind of internal or external damage or deterioration during storage/transit to final destination by the Contractor. The Contractor shall arrange and pay for the packing of the Goods to the place of destination and the cost thereof shall be included in the Contract Price.

Insurance

The Contractor may provide insurance of the Goods at his own will and he shall arrange and pay for such insurance and the cost thereof shall be included in the Contract Price.

Labeling

Items shall be clearly and properly labeled as per desire of the Purchaser.

Delivery

The Contractor shall deliver the Goods/Items at Islamabad within **10 days** as specified by the Purchaser and he shall clearly mention the destination address where items required to be provided.

The Contractor shall be responsible for physical custody of the Goods until the delivery, testing and taking over of the Goods is completed.

The Goods shall be delivered completely by the Contractor and if there is any apprehension of incomplete delivery, the Contractor shall complete the missing delivery immediately at his expenses.

The Contractor is required to provide a comprehensive logistics plan including supporting details regarding transportation, mobilization and personnel scheduling during warranty period.

The Contractor shall arrange and pay for the transport and maintenance of the Goods to the place of destination as specified in the Contract.

Inspection and Testing

The Client/the Purchaser shall inspect and test the Goods at the time of delivery in order to verify their conformity to the Technical Specifications.

The Purchaser may reject the Goods if they are not in conformity to the Technical Specifications, in any test(s) or inspection(s) and the Contractor shall either replace the rejected Goods or make all alterations necessary to meet the Technical Specifications, within three working days, free of cost to the Purchaser.

The Purchaser's post-delivery right to inspect, test and, where necessary, reject the Goods shall in no way be limited or waived by reason of pre-delivery inspection, testing or passing of the Goods.

Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

Taking-Over Certificate

The Contractor may apply in writing for a Taking-Over Certificate and on receipt of such application the Client shall either issue the Taking-Over Certificate to the Contractor or reject the application giving the reasons and specifying the work required to be done by the Contractor to enable the Taking-Over Certificate to be issued.

Nothing contained in this document shall, in any way, release the Contractor from any Warranty or other obligations under the Contract.

Warranty

The Contractor shall warrant to the Purchaser Manufacturer's warranty for minimum one (1) year (hereinafter referred as Warranty Period) that the Goods supplied under the

Contract are genuine, brand new, non-refurbished, un- altered, imported through proper channel, without any defect and incorporate all recent improvements in design and materials, unless provided otherwise in the Contract. The Contractor shall provide replacement of defective/damaged items within 24 hours of intimation. The Contractor shall clearly mention Terms and Conditions for the Goods supplied after the expiry of initial warranty period. The Client shall, by written notice served on the Contractor with a copy to the Purchaser, indicate any claim(s) arising under the warranty. The Contractor shall, within the prescribed time period, after receipt of such notice, replace the defective/damaged Goods or parts thereof, without any cost to the Purchaser. The end user licenses, end user warranties and end user contracting support services shall be in the name of Purchaser, for the Goods supplied under the Contract.

Ownership of Goods and Replaced Components

Goods to be supplied to the Purchaser, pursuant to the Contract, shall become the property of the Purchaser when the Goods are taken over by the Purchaser. Defective components to be replaced by the Contractor, pursuant to the Contract, shall become the property of the Contractor as and where it lies.

Defects Liability Expiry Certificate

The Contractor shall, after expiry of the warranty period, by written notice served on the Client with a copy to the Purchaser, apply for a Defects Liability Expiry Certificate.

The Client shall, within seven days of receipt of such notice, either issue the Defects Liability Expiry Certificate to the Contractor with a copy to the Purchaser, stating the date of expiry of the Warranty Period for all the Goods supplied and fulfillment of all obligations by the Contractor, under the Contract; or reject the application giving the reasons and specifying the work required to be done by the Contractor to enable the Defects Liability Expiry Certificate to be issued.

Payment

The Contractor shall provide all necessary supporting documents along with invoice.

The Contractor shall submit an Application for Payment to the Purchaser. The Application for Payment shall be accompanied by such invoices, receipts or other documentary evidence as the Purchaser may require; state the amount claimed; and set forth in detail, in the order of the Price Schedule, particulars of the Goods supplied upto the date of the Application for Payment and subsequent to the period covered by the last preceding Payment, if any.

The Purchaser shall get verified the details of Goods delivered against the invoice from the concerned Officer/Official of SCP and Payment shall be made on complete delivery of Goods after issuance of satisfactory certificate by concerned Officer/Official, as per details given in relevant Letter of Acceptance.

The Purchaser shall pay the amount verified within thirty (30) days. Payment shall not be made in advance and against partial deliveries. The Purchaser shall make payment for the Goods supplied to the Contractor, as per Government policy, in Pak Rupees, through treasury cheque.

The Contractor shall cause the validity period of the Performance Security to be extended for such period(s) as the contract performance may be extended. In case the

Contractor fails to submit Bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract. All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan, for the whole period starting from issuance of Acceptance Letter till termination of the signed contract in this regard.

Price

The Contractor shall not charge prices for the Goods supplied and provided and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

Contract Amendment

The Purchaser may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need/requirement in the light of prevailing rules and regulations.

The Contractor shall not execute any Change until and unless the Purchaser has allowed the said Change, by written order served on the Contractor with a copy to the Client.

The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

No variation or modification in the Contract shall be made, except by written amendment signed by both the Purchaser and the Contractor.

Assignment/Subcontract

The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Purchaser's prior written consent. The Contractor shall guarantee that any and/or all assignees / subcontractors of the Contractor shall, for performance of any part / whole of the work under the contract, comply fully with the terms and conditions of the Contract applicable to such part / whole of the work under the contract.

Extensions In Time For Performance Of Obligations Under The Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Purchaser with a copy to the Client, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Purchaser shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor with a copy to the Client, extend the Contractor's time for performance of its obligations under the Contract.

Liquidated Damages

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, deduct from the Contract Price, as liquidated damages, a sum of money @1% of the total Contract Price which is attributable to such

part of the Goods, in consequence of the failure / delay, be put to the intended use, for every day between the scheduled delivery date(s), with any extension of time thereof granted by the Purchaser, and the actual delivery date(s). Provided that the amount so deducted shall not exceed, in the aggregate, **20%** of the Contract Price.

Blacklisting

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract or found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, the Purchaser may without prejudice to any other right of action / remedy it may blacklist the Contractor, either indefinitely or for a stated period, for future Tenders in public sector, as per provision of Public Procurement Rules, 2004 and SCP Procurement Regulations and Guidelines.

Forfeiture of Performance Security

The Performance Security shall be forfeited by the Purchaser, on occurrence of any or all of the following conditions:

- i.** If the Contractor commits a default under the Contract;
- ii.** If the Contractor fails to fulfill any of the obligations under the Contract;
- iii.** If the Contractor violates any of the terms and conditions of the Contract;

The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. In case the Contractor fails to submit Bank guarantee with extended validity period for such period(s) as the contract performance may be extended, an amount equal to 10% of total contract value shall be deducted from the payments to be made against the contract.

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, without prejudice to any other right of action / remedy it may have, forfeit Performance Security of the Contractor.

Failure to supply required items within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited and the company will not be allowed to participate in future Tenders as well.

Termination for Default

If the Contractor fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure / delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.

If the Purchaser terminates the Contract for default, in whole or in part, the Purchaser may procure, upon such terms and conditions and in such manner as it deems

appropriate, Goods, similar to those undelivered, and the Contractor shall be liable to the Purchaser for any excess costs for such similar Goods. However, the Contractor shall continue performance of the Contract to the extent not terminated.

Termination for Insolvency

If the Contractor becomes Bankrupt or otherwise insolvent, the Purchaser may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served on the Contractor with a copy to the Client, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

Termination for Convenience

The Purchaser may, at any time, by written notice served on the Contractor with a copy to the Client, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.

The Goods which are complete or to be completed by the Contractor, within twenty working days after the receipt of such notice, shall be accepted by the Purchaser. For the remaining Goods, the Purchaser may elect:

- i.** to have any portion thereof completed and delivered; and/or
- ii.** to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and materials/parts previously procured by the Contractor for the purpose of the Contract, together with a reasonable allowance for overhead & profit.

Force Majeure

For the purpose of this contract “Force Majeure” means an event which is beyond the reasonable control of a party and which makes a party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies.

The Contractor shall not be liable for liquidated damages, forfeiture of its Performance Security, blacklisting for future Tenders, termination for default, if and to the extent his failure/delay in performance /discharge of obligations under the Contract is the result of an event of Force Majeure.

If a Force Majeure situation arises, The Contractor shall, by written notice served on The Purchaser, indicate such condition and the cause thereof. Unless otherwise directed by The Purchaser in writing, The Contractor shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations here under.

Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

Dispute Resolution and Redressal of Grievances by the Procuring Agency

- a. The Purchaser may constitute a Committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of Bidder(s) that may occur prior to enforcement of the Procurement Contract.
- b. Any Bidder(s) feeling aggrieved by any act of the Purchaser after the submission of bid may lodge a written complaint concerning grievances not later than ten days after the announcement of the bid evaluation report.
- c. The Committee may investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- d. Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- e. The Purchaser and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.

Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed make inquiries on income tax/Sales Tax to the concerned authorities of Income Tax and Sales Tax Department, Government of Pakistan.

Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Purchaser shall in no case be responsible / liable for those costs / expenses. The successful Bidder(s) shall provide legal Stamp Papers of relevant value according to Government rules and regulations for signing of the formal contract.

The Client

The "Client", Stationery Branch, shall only carry out such duties and exercise such authority as specified in the Contract. The Client shall have no authority to relieve the Contractor of any of his obligations under the Contract, except as expressly stated in the Contract.

The Contractor shall proceed with the decisions, instructions or approvals given by the Client in accordance with these Conditions.

The Client shall conform to all the relevant Clauses of this Tender Document to carry out all responsibilities assigned thereto in a timely manner.

Authorized Representative

The Purchaser, the Client or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to, signing on their behalf to legally bind them, and may, at any time, revoke

such delegation.

The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Purchaser, the Client or the Contractor.

Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.

Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it has been given by the Principal.

Notwithstanding, any failure of the Authorized Representative to disapprove any Goods shall not prejudice the right of the Client to disapprove such Goods and to give instructions for the rectification thereof.

If the Contractor questions any decision or instruction of the Authorized Representative of the Purchaser / the Client, the Contractor may refer the matter to the Purchaser / the Client who shall confirm, reverse or vary such decision or instruction.

Documentation

The Contractor shall furnish the user documentation/manual for each appropriate unit of the supplied Goods and other information pertaining to the conditions of the Goods, in hard copy format and in soft copy format, before the Goods are taken over by the Purchaser.

CMA (RC)
Rawalpindi.
(President)

CMA (ISO's)
Rawalpindi.
(Member-I)

CMA (OP)
Rawalpindi.
(Member-II)

Joint Director (MIS)

(Technical Member)