

Bidding Document
Tender No. PCBDDA/PRO/TENDER/2022/06

**PROCUREMENT OF TONER CARTRIDGES (FRAMEWORK
CONTRACT)**



**PUNJAB CENTRAL BUSINESS DISTRICT DEVELOPMENT
AUTHORITY (PCBDDA)**

60-A, Garden Block, Garden Town, Lahore

www.cbdpunjab.gov.pk

Important Note

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without, undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents or test certificates are liable to be rejected at the initial stage itself. The data sheets, valid documentary evidence for the critical components as detailed hereinafter should be submitted by the Bidder for scrutiny.

Applicability of PCBDDA Procurement Regulations 2021

This Bidding Process will be governed under PCBDDA Procurement Regulations 2021, as amended from time to time and instructions of the Government of the Punjab if and when received.

1. Invitation to Bid

1.1 PCBDDA Procurement Regulations 2021

PCBDDA Procurement Regulations 2021 will be strictly followed. These may be obtained from PCBDDA's website. <http://cbdpunjab.gov.pk/>

In this document, unless otherwise mentioned to the contrary, "Regulation" means a Regulation under the PCBDDA Procurement Regulations 2021.

1.2 Mode of Advertisement(s)

As per Regulation 13(2), this Tender is being placed online at PPRA & PCBDDA's website. The Invitation to Bid is also available in two (02) daily national newspapers, PPRA & PCBDDA's Website. The bidding document carrying all details can be downloaded from PCBDDA's website www.lcbda.punjab.gov.pk for information only. All prospective bidders are required to submit a tender fee amounting to PKR 5,000/- in the form of Pay Order / Demand Draft in favor of Lahore Central Business District Development Authority. The Bidding Document will only be provided to the prospective bidder upon submission of the fees as per the prescribed instrument.

1.3 Type of Open Competitive Bidding

As per Regulation 39(1) of PCBDDA Procurement Regulations 2021, Single Stage – One Envelope Bidding Procedure shall be followed. The said procedure is reproduced as follows:

- (i) Each bid shall comprise a single package containing both the technical and financial proposals in it;
- (ii) The Authority shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price quoted by the bidder and shall reject the proposal which does not conform to the specified requirements.
- (iii) The Authority shall announce the financial proposal quoted by only those bidders whose bids are technically responsive;
- (iv) The financial proposal only of the technically accepted bids shall be announced publicly on the same day and in the same sitting within the bid validity period;
- (v) The financial proposal of the bids found technically non-responsive shall be returned unannounced;
- (vi) The lowest evaluated bidder shall be awarded the contract.

1.4 Bidding Details (Instructions to Bidders)

All bids must be accompanied by Bid Security, as per provisions of this tender document clause "Bid Security" in favor of "**Lahore Central Business District Development Authority**". The complete bids as per required under this tender document, must be delivered at reception of Punjab Central Business District Development Authority, Lahore, not later than **11:00 AM** on **November 15, 2022**. Late bids shall not be considered. Bids shall be publicly opened in the Committee Room of **Punjab Central Business District Development Authority**, 60-A, Garden Block, Garden Town, Lahore, at **12:00 PM** on **November 15, 2022**. 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.

The bidder shall submit bid which comply with the Bidding Document. Alternative bids shall

not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding “**Determination of Responsiveness of Bid**” and “**Rejection / Acceptance of the Tender**” for making their bids substantially responsive to the requirements of the Bidding Document.

It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract / Letter of Acceptance awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.

It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract.

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.

The Contact Person for all correspondence in relation to this bid is as follows:

Primary Contact

Name: Mr. Jawad Ahmad

Designation: Director Procurement

Email: jawad.ahmed@cbdpunjab.gov.pk

Phone No.: 042-99058100

Address: 60A, Garden Block, Garden Town, Lahore.

Bidders should note that during the period from the receipt of the bid and until further notice from the Contact Person, all queries should be communicated via Contact Person and in writing (e-mail) only.

Bidders are also required to state, in their proposals, the name, title, contact number (landline, mobile), fax number and e-mail address of the bidder’s authorized representative through whom all communications shall be directed until the process has been completed or terminated.

The Purchaser will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.

2. Definitions

- 2.1 In this document, unless there is anything repugnant in the subject or context:
- 2.2 "Authorized Representative" means any representative appointed, from time to time, by the Client, the Purchaser or the Contractor.
- 2.3 "Availability and Reliability" means the probability that a component shall be operationally ready to perform its function when called upon at any point in time.
- 2.4 "Client" means the Project lead of technical / concerned wing of the Purchaser for whose particular project the Goods / Services have been procured or any other person, duly

appointed in writing, by the Client, for the time being or from time to time, to act as Client for the purposes of the Contract.

- 2.5 "Bidder/Tenderer" means the interested Firm/Company/Supplier/Distributors that may provide or provides the general order items etc. and related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- 2.6 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
- 2.7 "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 2.8 "Contractor / Vendor" means the Tenderer whose bid has been accepted and awarded Letter of Acceptance for a specific item followed by the signing of Contract.
- 2.9 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 2.10 "Contract Value" means that portion of the Contract Price adjusted to give effect to such additions or deductions as are provided for in the Contract which is properly apportion-able to the Goods or Services in question.
- 2.11 "Defects Liability Expiry Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 2.12 "Day" means calendar day.
- 2.13 "Defects Liability Period" means the warranty period following the taking over, during which the Contractor is responsible for making good, any defects and damages in Goods and Services provided, under the Contract.
- 2.14 "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 2.15 "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 2.16 "Prescribed" means prescribed in the Tender Document.
- 2.17 "Purchaser" means the Punjab Central Business District Development Authority (PCBDDA) or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.
- 2.18 "Origin" shall be considered to be the place where the Goods are produced 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 Contractor.
- 2.19 "Services" means service and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.
- 2.20 "Taking-Over Certificate" means the certificate to be issued by the Client to the Contractor, in accordance with the Contract.
- 2.21 "Eligible" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan

3. 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.

4. Notice

4.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor, the Purchaser and the Client, the same shall be:

in writing;

- a) issued within reasonable time;
- b) served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- c) The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

5. Tender Scope

5.1 Punjab Central Business District Development Authority, (PCBDDA), (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders") for PROCUREMENT OF TONER CARTRIDGES (Hereinafter referred to as "the Services").

5.2 Detailed Schedule of Requirements are attached at **Annexure-A**.

6. Tender Eligibility/Qualification Criteria

6.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who conforms to the mandatory and technical requirements of Clause 22 of the Bidding Document.

7. Tender Cost

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

8. Joint Venture / Consortium

Joint ventures / consortiums are not eligible for this tender.

9. Examination of the Tender Document

The Tenderer is expected to examine the Tender Document, including all instructions and terms and conditions.

10. Clarification of the Tender Document

The Tenderer may require further information or clarification of the Tender Document, within 05 (five) calendar days of issuance of tender in writing. The clarification and its replies will be shared with all prospective bidders. Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in writing (e-mail) only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

11. Amendment of the Tender Document

- 11.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).
- 11.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers as per PCBDDA Procurement Regulations 2021.
- 11.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Regulation-29 of PCBDDA Procurement Regulations 2021.

12. Preparation / Submission of Tender

- 12.1 The Tenderer will submit their respective bids in a manner explained in this tender document.
- 12.2 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 12.3 The Tender shall be in one parts i.e. the **technical & financial proposal**.
- 12.4 The **Technical & Financial Proposal** shall comprise the following,
- 12.4.1 Compliance to the Scope of Services of the Tender Document (**Annexure-A**)
- 12.4.2 Technical Proposal Form (**Annexure-B**)
- 12.4.3 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, Correctness of Information. (**Annexure-G**)
- 12.4.4 Covering letter duly signed and stamped by authorized representative. (**Annexure-E**)
- 12.4.5 Valid Registration Certificate for Income Tax & General Sales Tax and status of the Firm / Company on Active Tax Payer List
- 12.4.6 Power of Attorney, if an authorized representative is appointed (**Annexure-F**)
- 12.4.7 Financial Proposal Form (**Annexure-C**)
- 12.4.8 Price Schedule (**Annexure-D**)
- 12.4.9 Bid Security as per provisions of the clause Bid Security of this document.
- 12.5 The Tenderer shall seal the Original Technical & Financial Proposal/Bid in an envelope duly marked as under:
Original Technical Proposal/Bid for:
Tender Name. Procurement of Toner Cartridges
Strictly Confidential
Punjab Central Business District Development Authority
60-A, Garden Block, Garden Town, Lahore
[Name of the Tenderer]
[Address of the Tenderer]
[Phone No. of the Tenderer]
- 12.6 The Tender shall be submitted at the Reception of the Purchaser's office, not later than 11:00 AM on last date of submission of bids. No late bid shall be accepted.
- 12.7 This is made obligatory to affix authorized signatures with official seal on all original documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms

and all relevant documents as part of the bids submitted by the tenderer.

13. Tender Price

- 13.1 The quoted price shall be:
- 13.1.1 best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
 - 13.1.2 in Pak Rupees;
 - 13.1.3 inclusive of all taxes, duties, levies, insurance, freight, etc.;
 - 13.1.4 including all charges up to the delivery point at Punjab Central Business District Development Authority, Lahore, as specified by the Purchaser at the time of delivery.
- 13.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 13.3 Where no prices are entered against any item(s), the price of that item shall be deemed be free of charge, and no separate payment shall be made for that item(s).
- 13.4 In case of locally produced Equipment/Service, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials (if any) used in the manufacture or assembly of the item. In case of Contract of imported Equipment/Services offered Ex-Warehouse/Off-the-Shelf from within the Purchaser's country, import duties and sales and other taxes already paid shall be shown separately (if required by the Purchaser).

14. Estimated Cost:

The estimated cost for the said assignment is as per the budget of PCBDDA.

15. Bid Security

- 15.1 The bid security amount has been calculated and demanded on estimated price as per provision of Regulation-27 "Bid Security" of PCBDDA Procurement Regulations 2021, the Tenderer shall furnish the Bid Security as under:
- 13.1.1 for a sum of **Rs. 100,000/-**.
 - 13.1.2 denominated in Pak Rupees;
 - 13.1.3 As part of financial bid envelope, failing which will cause rejection of bid.
 - 13.1.4 in the form of Demand Draft / Pay Order / Call Deposit Receipt / Bank Guarantee, in the name of the Lahore Central Business District Development Authority;
 - 13.1.5 have a minimum validity period of one hundred and ninety (90) days from the last date for submission of the Tender, whichever is later.
- 15.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
- 15.2.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
 - 15.2.2 If the Tenderer does not accept the corrections of his Total Tender Price; or
 - 15.2.3 If the Tenderer, 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; or
 - 15.2.4 If the Tenderer, fails or refuses to deliver the required items/goods or fulfill the order placed within the stipulated time period.
- 15.3 The Bid security shall be returned to the unsuccessful Tenderer after completion of Bid Evaluation Criteria. The Bid Security shall be returned to the successful Tenderer after one

month of satisfactory performance after signing of the Contract.

16. Tender Validity

16.1 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 Tenderer'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 Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

17. Modification / Withdrawal of the Tender

17.1 The Tenderer 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.

17.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

18. Opening of the Tender

18.1 Tenders shall be opened at least sixty (60) minutes after closing time of the submission of bids, in the presence of the Tenderer(s) for which they shall ensure their presence without further invitation, as per provision of Regulation-(30) of PCBDDA Procurement Regulations 2021. 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.

18.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.

19. Clarification of the Tender

19.1 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 Tenderer(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.

20. Determination of Responsiveness of the Bid (Tender)

20.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:

20.1.1 meets the eligibility criteria given herein this tender document.

20.1.2 meets the Technical Requirements;

20.1.3 in compliance with the rate and limit of liquidated damages;

20.1.4 offers fixed price quotations for the Services, whereby no optional offer / bid or price is allowed;

20.1.5 is accompanied by the required Bid Security as part of bid envelope against tender only;

20.1.6 The original receipt of tender fee submitted, attached with the bid envelope against tender only;

20.1.7 In compliance with the Preparation/Submission of Tender in a manner prescribed

in this tender document clause-13;

- 20.1.8 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Goods / Items / Services or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- 20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation.

21. Correction of errors / Amendment of Tender

- 21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
- 21.1.1 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.
- 21.1.2 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.
- 21.1.3 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.
- 21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.
- 21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 21.4 No credit shall be given for offering delivery period earlier than the specified period.

22. Technical Evaluation Criteria

- 22.1 The Bidders who have duly complied with the Technical Evaluation Criteria will be eligible/responsive for further processing.
- 22.2 The Bids, which do not conform, to the Technical Specifications or Bid conditions or Bids from the Bidders without adequate capabilities for supply of Goods /Equipment will be rejected.
- 22.3 The Technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria:
- 22.4 The Company will use “**Least Cost Selection Method**” under “Single Stage One Envelope Methods” of selection for Procurement of Toner Cartridges under PCBDDA Procurement Regulations 2021. Criteria for Technical and Financial Evaluation are enclosed. The Contract will be awarded to the firm with the lowest quoted rates.

Mandatory Requirements:

- Required Bid Security.
- All pages of the bid must be signed and stamped by the bidder.
- Registered with applicable tax authorities i.e., NTN with Active Income Tax and GST.
- At least 05 years of existence of the firm. (The number of years shall be calculated

from the date of registration from relevant body.)

- At least five (05) corporate / private sector assignments (Attach Work Orders/ Contracts/ Performance Certificate).
- At least ten (10) government / semi government assignments (Attach Work Orders / Contracts / Performance Certificate).
- Undertaking on a stamp paper of Rs. 100 (format attached as Annex – G) that firm is not blacklisted, correctness of information and no pending litigations.
- Confirmation to the specifications of the required toners on Company's Letterhead

Note: Verifiable documentary proof for all above mandatory requirements will be required. The firm/company not meeting mandatory requirements will be disqualified and will not proceed further in the procurement process.

23. Financial Proposal Evaluation

- 23.1 Financial Proposal evaluation will be conducted under the PCBDDA Procurement Regulations 2021. The bids Prices will include all duties, taxes and expenses etc. In case of any exemption of duties and taxes given by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.
- 23.2 The Purchaser will not be responsible for any erroneous calculation of taxes and all differences arising out as above shall be fully borne by the Successful Bidder. However, any subsequent changes in rates or structure of applicable taxes by the Government at any time during execution/evaluation period will be dealt with mutual consent

24. Rejection / Acceptance of the Bid

- 24.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions at the time of order placement. 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, 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 its invoking sub-regulation(1) of Regulation-35 of PCBDDA Procurement Regulations 2021 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Regulation-35 of PCBDDA Procurement Regulations 2021).
- 24.2 The Tender shall be rejected if it is:
- 24.2.1 substantially non-responsive in a manner prescribed in this tender document clause-7 & 20; or
 - 24.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
 - 24.2.3 bid not submitted against complete Lot and relevant bid security is not submitted;
 - 24.2.4 samples provided by the firm are substandard and non acceptable.
 - 24.2.5 incomplete, partial, conditional, alternative, late; or
 - 24.2.6 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
 - 24.2.7 the Tenderer refuses to accept the corrected Total Tender Price; or
 - 24.2.8 the Tenderer has conflict of interest with the Purchaser; or
 - 24.2.9 the Tenderer tries to influence the Tender evaluation / Contract award; or
 - 24.2.10 the Tenderer engages in corrupt practices in competing for the Contract award;
 - 24.2.11 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);

- 24.2.12 the Tenderer fails to meet the evaluation criteria requirements (clause-22);
- 24.2.13 the tenderer has been blacklisted by any public or private sector organization;
- 24.2.14 the tenderer has been served any legal notices or displeasure letters by any public sector organization on serious failures to provide satisfactory services;
- 24.2.15 the tenderer has mentioned any financial implication(s) in the proposal that is in contradiction to this document and Government rules and regulations.
- 24.2.16 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
- 24.2.17 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.
- 24.2.18 Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.
- 24.2.19 If the rates quoted by vender are not workable or on higher side etc.

25. Award Criteria

- 25.1 At first step, responsive bidder(s)/tenderer(s) as per clause-7, clause-22 of this tender document fulfilling the qualification and technical evaluation criteria will stand technically qualified.
- 25.2 At second step, technically responsive/qualified bidder(s)/tenderer(s) will be evaluated in the light of Financial Proposals and the contract shall be awarded in the light of PCBDDA Procurement Regulations 2021.
- 25.3 The work will be awarded to the firm having lowest item wise rates.

26. Acceptance Letter

- 26.1 The Purchaser shall issue the Acceptance Letter to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports (Ref: Regulation-38 of PCBDDA Procurement Regulations 2021) and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract.

27. Redressal of grievances by the procuring agency

- 27.1 Purchaser has constituted a committee comprising of odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.
- 27.2 Any bidder feeling aggrieved by any act of the Purchaser after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- 27.3 The committee shall investigate and decide upon the complaint within fifteen days of the receipt of the complaint.
- 27.4 Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.
- 27.5 Any bidder not satisfied with the decision of the committee of the Purchaser may lodge an appeal in the relevant court of jurisdiction.

28 Performance Guarantee

- 28.1 The successful Bidder/The Contractor shall furnish Performance Security as under:
 - 28.1.1 within **ten (10) working days of the signing of the Contract;**

- 28.1.2 in the form of Bank Guarantee issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document (**Annex H**);
 - 28.1.3 for an amount of 10% of the total awarded amount;
 - 28.1.4 denominated in Pak Rupees;
 - 28.1.5 have a minimum validity period of one (01) year. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.
- 28.2 The Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:
- 28.2.1 If the Contractor commits a default under the Contract;
 - 28.2.2 If the Contractor fails to fulfil the obligations under the Contract;
 - 28.2.3 If the Contractor violates any of the terms and conditions of the Contract.
- 28.3 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 Tenderer within thirty working days after the expiry of its validity on written request from the Contractor.
- 29 Forfeiture of Bid Security**
- 29.1 If the bidder withdraws its bid during the completion of procurement process after the deadline of submission of the bids.
- 29.2 In case of successful bidder, if it fails within the specified time to furnish the necessary performance security for provision of Toner Cartridges, after signing the contract and achieve the financial close in case of default or any other reason mentioned in the bidding documents.

ANNEXURE-A

SCHEDULE OF REQUIREMENTS

LOT: TONER CARTRIDGES

Sr. No.	Printer	Toner Model	UOM	Annual Estimated Quantity	Shelf Life	Confirmation to Specifications
1	Ricoh MP 5055 (Yield 5k to 7k) Ricoh MP 5055 Toner Cartridge – Black	MP3554 or equivalent	Unit	12		
2	HP Color LaserJet Pro M454dw Color Toner - 4 Colors (Original Genuine)	HP 414A Black Original LaserJet Toner Cartridge HP 414A Cyan Original LaserJet Toner Cartridge HP 414A Yellow Original LaserJet Toner Cartridge HP 414A Magenta Original LaserJet Toner Cartridge	Set	03		
3	HP Laser Jet Pro 404 DW - 1 Color Black 7000 to 9000 Pages Yield	X Series or equivalent	Unit	50		
4	HP Plotter T830 Color Toner - 4 Colors (Original Genuine)	HP 728 300-ml Matte Black Design Jet Ink Cartridge HP 728 130-ml Cyan Design Jet Ink Cartridge	Set	8		

		HP 728 130-ml Magenta Design Jet Ink Cartridge				
		HP 728 130-ml Yellow Design Jet Ink Cartridge				
5	Toshiba 5051 MFP AC (Original Genuine)	Toshiba E STUDIO 5015AC Black Toner Cartridge Toshiba E STUDIO 5015AC Cyan Toner Cartridge Toshiba E STUDIO 5015AC Magenta Toner Cartridge E STUDIO 5015AC Yellow Toner Cartridge	Set	10		
6	HP MFP 178NW (Yield 700 to 900)	HP 119A Original Laser Toner Cartridge (Original Genuine)	Unit	15		

1. Contractor may note that the required quantity and place indicated above are tentative only. These will be further specified in the individual Purchase Orders to be issued by the Employer.
2. The User Directorate will inspect and check the material supplied at the time of the delivery. Payment will be made on receipt of satisfactory report from the said Directorate.
3. In case any material is found faulty during the inspection, the Contractor will repair/replace the faulty material within 24 hours.
4. On the time of delivery Employer's authorized person will check the quantity, quality, specifications of the items. Installation & removal of items is the responsibility of the Contractor. In case of any difference in unit rate and total price, the unit rates shall prevail.
5. Annual estimated quantity is just for comparison purpose and procuring agency issue the purchase order (s) as per their demand during contract period which may increase or decrease from the annual estimated quantity without any bar of minimum quantity.

6. PCBDDA will not hold any liability in case of zero order in whole year.
7. In case of any dispute regarding quantity, quality and specification, the decision of the Employer shall be final & binding.
8. Bidder's one-year warranty and representation to the 100% satisfaction of the office (CBD) that it has necessary authority and permission from its Principal/Manufacturer for supply and installation of the goods. Guarantee of Printer repair if it damaged due to the Toner. Printer total damage warranty.
9. Documentary evidence that the Printer Laser Toners are in conformity with the Specifications as laid in printer specifications. The Bidder shall also furnish detailed descriptions along with its salient technical and performance features/characteristics.
10. This is a rate contract and the quantity given is the maximum limit that will be consumed based on the previous trend. However, Purchase Order of the quantity will be given based on the need of the organization and in small portions. Therefore, unit rate has to be provided of each toner against each item.



ANNEXURE-B
FORMS & OTHER REQUIRED DOCUMENTS
TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To

Director Procurement
Punjab Central Business District Development Authority,
60-A, Garden Block, Garden Town,
Lahore, Pakistan

Dear Sir,

We, the undersigned, offer to provide the_(insert title of assignment)_ in accordance with your Request for Proposal / Tender Document No. **PCBDDA/PRO/TENDER/2022/06** dated _(insert date)_ and our Proposal. We are hereby submitting our Proposal, which includes the Technical Proposal and the Financial Proposal sealed in two separate envelopes.

Our Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in _____ of the Proposal Data Sheet.

We also confirm that the Government of Pakistan / Punjab has not declared us, or any, 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 Proposal 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

ANNEXURE-C

FINANCIAL PROPOSAL SUBMISSION FORM (PART OF FINANCIAL BID ENVELOPE)

[Location, Date]

To

Director Procurement
Punjab Central Business District Development Authority,
60A, Garden Block, Garden Town,
Lahore, Pakistan

Dear Sir,

We, the undersigned, offer to provide the_(insert title of assignment)_ in accordance with your Request for Proposal/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, i.e. before the date indicated in _____ of the Proposal Data Sheet.

We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Contractors for any part of the Contract, 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 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:

ANNEXURE-D
Price Schedule/ Financial Cost Sheet

LOT: TONER CARTRIDGES

Sr. No.	Printer	Toner Model	UOM	Annual Estimated Quantity (A)	Unit Rate Incl. of all taxes (B)	Total Rate Incl. of all taxes (C = A x B)
1	Ricoh MP 5055 (Yield 5k to 7k) Ricoh MP 5055 Toner Cartridge – Black	MP3554 or equivalent	Unit	12		
2	HP Color LaserJet Pro M454dw Color Toner - 4 Colors (Original Genuine)	HP 414A Black Original LaserJet Toner Cartridge HP 414A Cyan Original LaserJet Toner Cartridge HP 414A Yellow Original LaserJet Toner Cartridge HP 414A Magenta Original LaserJet Toner Cartridge	Set	03		
3	HP Laser Jet Pro 404 DW - 1 Color Black 7000 to 9000 Pages Yield	X Series or equivalent	Unit	50		
4	HP Plotter T830 Color Toner - 4 Colors (Original Genuine)	HP 728 300-ml Matte Black Design Jet Ink Cartridge HP 728 130-ml Cyan Design Jet Ink Cartridge HP 728 130-ml Magenta Design Jet Ink Cartridge HP 728 130-ml Yellow Design Jet Ink Cartridge	Set	8		
5	Toshiba 5051 MFP AC (Original Genuine)	Toshiba E STUDIO 5015AC Black Toner Cartridge Toshiba E STUDIO	Set	10		

		5015AC Cyan Toner Cartridge				
		Toshiba E STUDIO 5015AC Magenta Toner Cartridge				
		E STUDIO 5015AC Yellow Toner Cartridge				
6	HP MFP 178NW (Yield 700 to 900)	HP 119A Original Laser Toner Cartridge (Original Genuine)	Unit	15		
Total Rate Incl. of all Taxes						

- All Prices shall be inclusive of all applicable taxes.
- No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.
- The estimated quantity is tentative, and the actual quantity will be specified in individual purchase order.
- The User Directorate of PCBDDA will inspect and check the material supplied at the time of the delivery. Payment will be made on receipt of satisfactory report from the said technical or inspection committee / team.
- The Procuring Agency may call for samples of the quoted items from the bidders at any stage of the Procurement Process.
- 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 (provided in the Bidding Document), the unit rate as quoted shall govern and the total price shall be corrected.
- The Rates shall be applicable for a period of one year.
- Contract will be awarded to the firm having item wise lowest rates.

Signature of authorized person
Name:
(Company Seal)

ANNEXURE-E

Format for Covering Letter

To

Director Procurement
Punjab Central Business District Development Authority,
60A, Garden Block, Garden Town,
Lahore, Pakistan

Sub: _____.

Dear Sir,

- a) Having examined the tender document and Appendixes 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 items/services comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of ____ days (as per requirement of the project) 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 __(insert name of the Purchaser)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- 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 to accept a lowest or any bid you may receive, not 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

ANNEXURE-F

INSTRUCTION FOR PREPARATION OF POWER OF ATTORNEY

- a)** To be executed by an authorized representative of the bidder.
- b)** 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 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 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 Bidder.
- d)** In case the Application is 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.

Format of Power-of-Attorney

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

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 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 project) in response to the tenders 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 and shall always be deemed to have been done by us.

Dated this _____ day of _____ 20__

For _____

(Signature)
(Name, Designation and Address)
Accepted

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

ANNEXURE-G

(This should be written in the Rs.100 Stamp Paper)

UNDERTAKING

We, the undersigned, hereby offer to provide Toner Cartridges required by Punjab Central Business District Development Authority (PCBDDA) in accordance with its Bidding Document due for opening on **November 15, 2022** for Supply of Toner Cartridges.

We are hereby submitting our Bid and we hereby declare that:

- a) All the information and statements made in this Bid/Proposal are true and we accept that any misrepresentation contained in it may lead to our disqualification;
- b) We are currently not on the removed/blacklisted or suspended by any procuring agency of Pakistan or by any regulatory body in Pakistan and has no dispute with any Government Organization.
- c) We, do not have any pending litigation/arbitration/bankruptcy proceeding (other than the litigation declared alongside this form) with any government department/public sector undertaking/ private sector entity/or any other agency for which we have executed/ undertaken the works/services during the last 3 years.

We agree to abide by the terms and conditions of the RFP and in addition to the conditions we also agree to abide by all the special instructions mentioned in RFP. We also hereby categorically confirm that we are fully capable to provide services of external auditors as laid down in the terms of reference

We fully understand and recognize that PCBDDA is not bound to accept this Bid/Proposal that we shall bear all costs associated with its preparation and submission, and that PCBDDA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the evaluation.

We remain,

Yours sincerely,

Authorized Signature and Stamp [*In full and initials*]: _____

Name, ID Card No. and Title of Signatory: _____

Name of Firm: _____

Contact Details: _____

I. WITNESS

Signature: _____

Designation & ID Card No. _____

ANNEX - H

PERFORMANCE SECURITY

Issuing Authority:

Date of Issuance:

Date of Expiry:

Claim Lodgement 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 and render the Services 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 ten (10) days of the signing of the contract from the Purchaser, in the form of a Bank Guarantee, 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, his successors and his assigns 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 fulfil 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 20__.

GUARANTOR

Signature _____

CNIC # _____

Name _____

Designation _____