BIDDING DOCUMENT FOR RUDA

Government of the Punjab



BIDDING DOCUMENTS

FOR

PROCUREMENT OF STATIONERY AND BULK STORE ITEMS

UNDER FRAMEWORK CONTRACT

(REGULATION 15 OF RUDA PROCUREMENT REGULATIONS 2022 AMENDED)

Tender Ref No. RUDA-PRCCNT-25-2783

151 Abu Bakar Block, Garden Town Lahore. Pakistan

TEL: +92-42-99333531-6

Web: http://www.ruda.gov.pk





DISCLAIMER

This bidding document has been prepared and is being floated under RUDA Procurement Regulations 2022 (amended), for inviting bids for "**Procurement of Stationery and bulk store items**" under Framework Contract for Ravi Urban Development Authority (RUDA).

- 2. The bidding document, information, evaluation criteria and draft contract shall be used for the selection of the most responsive bidder. RUDA employees, personnel, agents, consultants, advisors, and bidders etc. shall not be liable to reimburse or compensate the recipient of the document and prospective bidder participating in the bidding process for costs, fees, damages or expenses incurred by the recipient of the document or the prospective bidder in evaluating or acting upon this document or otherwise in connection with the assignment as contemplated herein after.
- 3. The submission of bids by the prospective bidder shall be deemed to be upon full comprehension and agreement if any or all terms of the document and such solicitations shall be deemed as an acceptance to all the terms and conditions stated in this document.
- 4. Bids submitted by prospective bidder in response to the Invitation to Bid (ITB) shall be construed to be based on full understanding and comprehension of each clause of the document after due diligence and carefully verifying and examining the information, data, criteria, terms and conditions mentioned in the document. Mere obtaining the document and participation in the bidding process shall neither constitute a solicitation to invest nor termed as a guarantee or commitment of any manner on the part of Ravi Urban Development Authority (RUDA) that the contract shall be awarded. RUDA reserves the rights in its full discretion to modify the document or the assignment at any time prior to the award of contract and shall not be liable to reimburse or compensate the bidders for any cost, taxes, expense or damage incurred by the bidders during their participation in the bids.
- 5. RUDA in terms of Regulation 37 of RUDA Procurement Regulations 2022 (amended) and as held by the superior court (PLD 2016 Sindh 207) (PLD 2020 Lahore 565) reserves the right in its full discretion to revoke the bidding process and reject all the bids or proposals at any time prior to the acceptance of a bid or proposal and shall incur no liability solely by virtue of its invoking ibid rule towards the bidders.
- 6. Mere submission of bids does not generate or create the right of the bidders to selection.





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The bidders are expected to go through the bidding document and all instruction forms, terms, specifications and precisely comprehend it fully and furnish all information required by bidding documents along with supporting documents if any while submitting the bid. Failure to furnish the required information or documents shall make the bid non-responsive, which may lead to its rejection.

In case of any quandary or clarification about the instructions / provisions hereinafter referred in the bidding document the procuring agency can be contacted for resolution of the issue, but all such clarification shall be entertained only which are received one week prior to last date of bid submission.





Introduction:

- 1. Ravi Urban Development Authority hereinafter referred to as "RUDA" intends to invite sealed bids for supply / delivery of "**Stationery and bulk store items**" under Framework Contract for Ravi Urban Development Authority (RUDA).
- 2. The procurement process shall be governed by RUDA Procurement Regulations 2022 (amended).
- 3. Bidders are required to submit bids in sealed envelopes, for the mentioned Lots, as per RUDA Procurement Regulations 2022 (amended) specifying single stage two envelopes procedure. Bidders applying for bids should submit two separate sealed bids in one envelope against each LOT, containing, Technical and Financial Proposals.
- 4. Lot wise & Item wise quantity required is mentioned in the bidding document. However, RUDA reserves the right to increase / decrease the quantity as per the actual need.
- 5. The firms are required to submit the Lot wise separate bids (both Technical & Financial).
- 6. The successful bidder shall be bound to provide the Services in a given time as per contract obligations to RUDA mentioned hereinafter in the bidding document.
- 7. Interested bidders, who are registered with income tax and sales tax department are invited to bid.

Part-I Section I. Instructions to Bidders

A. Introduction		
1. Invitation to Bid	1.1	Ravi Urban Development Authority (hereinafter referred as Procuring Agency) Government of the Punjab intends for the procurement of (Stationery Items and Bulk Store Items under Framework Contract) hereinafter referred as goods.
2. Eligible Bidders	2.1	This invitation for Bids is open to all suppliers, except as provided hereinafter.
	2.2	Government-owned enterprises may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Government.
	2.3	Bidder should be registered as an active taxpayer with the Sales Tax & Income Tax Department.
	2.4	Bidders shall not be under a declaration of blacklisting by any Government department or Punjab Procurement Regulatory Authority (PPRA) and has not gone in the Court of Law against any such order.
3. Eligible Goods and Services	3.1	All goods and related services to be supplied under the contract shall have their origin in eligible source countries, defined in the Bid Data Sheet (BDS), and all expenditures made under the contract will be limited to such goods only.
	3.2	For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced, or the place from which the related services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized product results that is





		substantially different in basic characteristics or in purpose or utility from its components.
	3.3	The origin of goods and services is distinct from the nationality of
		the Bidder.
4. Cost of	4.1	The Bidder shall bear all costs associated with the preparation and
Bidding		submission of its bid, and the Procuring Agency named in the Bid
		Data Sheet, hereinafter referred to as "Procuring Agency," will in
		no case be responsible or liable for those costs, regardless of the
		conduct or outcome of the bidding process.

B. The Bidding Documents

5.	Content of
Bi	dding
Do	ocuments

- 5.1 The goods required, bidding procedures, and contract terms are prescribed in the bidding documents. In addition to the Invitation for Bids, the bidding documents include:
 - a) Instructions to Bidders (ITB)
 - b) Bid Data Sheet
 - c) Schedule of Requirements
 - d) Technical Specifications
 - e) Bid Submission Form
 - f) Manufacturer's Authorization Form
 - g) Price Schedule
 - h) Contract Form
 - i) Performance Security Form
 - j) General Conditions of Contract (GCC)
 - k) Special Conditions of Contract (SCC)
- 5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid.

6. Clarification of Bidding Documents

6.1 Any prospective Bidder requiring any clarification on any of the content of bidding documents may request the Procuring Agency in writing or by email at the Procuring Agency address indicated in Bid Data Sheet. The Procuring Agency will respond in writing to any request for clarification on any content of the bid documents which it receives up to maximum 3 days prior to the cutoff date for the submission of bid as prescribed in the Bid Data Sheet. Written copies of the Procuring Agency response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders that have received the bidding document.

7. Amendment of Bidding Documents

7.1 At any time prior to the deadline for submission of bids, the Procuring Agency, for any reason, whether at its own initiative or in response to a clarification sought by any prospective Bidder, may modify the bidding documents and any such modification or change in the bidding document in terms of Regulation 27(5) of RUDA Procurement Regulations 2022 (amended) shall be made in the manner similar to that of the original advertisement.





O. Duamavation of	7.2 In terms of regulations ibid, in order to provide all the prospective bidders reasonable time on equal opportunity basis after effecting modification (if any) in the bidding document, the Procuring Agency, at its discretion, may extend the deadline for the submission of bids.
C. Preparation of 8. Language of Bid	8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Procuring Agency shall be written in the language specified in the Bid Data Sheet. Supporting documents and printed literature furnished by the Bidder may be in same language.
9. Documents Comprising the Bids	 9.1 The bid shall comprise of the following components: a) Bid Form and Price Schedule completed in accordance with ITB Clauses 10, 11, and 12; b) documentary evidence established in accordance with ITB Clause 13 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted; c) documentary evidence established in accordance with ITB Clause 14 that the goods to be supplied by the Bidder are eligible goods and conform to the bidding documents; and
10. Bid Form	and services and conform to the bidding documents; and d) bid security furnished in accordance with ITB Clause 15. 10.1 The Bidder shall complete the Bid Form, and the appropriate Price Schedule furnished in the bidding documents, indicating; a) the goods to be supplied, b) brief description of the goods, c) country of origin of goods d) quantity, and
11. Bid Prices	 e) prices. 11.1 The Bidder shall indicate on the appropriate price schedule the unit prices (where applicable) and total bid price of the goods it proposes to supply under the contract. 11.2 Prices indicated on the Price Schedule shall be inclusive of all applicable taxes. 11.3 The Bidder's separation of price components in accordance with ITB Clause 11.2 above will be solely for the purpose of facilitating
	the comparison of bids by the Procuring Agency and will not in any way limit the Procuring Agency right to contract on any of the terms offered. 11.4 Prices quoted by the Bidder shall be fixed during the Bidder's performance of the contract and will not be subject to variation on any account, unless otherwise specified in the Bid Data Sheet. A bid submitted with an adjustable price or conditional bid will be treated as nonresponsive and will be rejected, pursuant to ITB Clause 24.
12. Bid Currencies	12.1 Prices shall be quoted in Pak Rupees unless otherwise specified in the Bid Data Sheet.
13. Documents Establishing Bidder's	13.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its capacities (managerial as well as financial) to perform the contract if its bid is accepted.





Eligibility and Qualification

- 13.2 The documentary evidence of the Bidder's eligibility to bid shall be to Procuring Agency's satisfaction that the Bidder, at the time of submission of its bid, is eligible as defined under ITB Clause 2.
- 13.3 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Procuring Agency's satisfaction:
- (a) that, in the case of a Bidder offering to supply goods under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized by the goods' Manufacturer or producer to supply the same in Pakistan;
- (b) that the Bidder has the financial, technical, and/or production capability necessary to perform the contract;
- (c) that, in the case of a Bidder not doing business within Pakistan, the Bidder is or will be (if awarded the contract) represented by an Agent in that country equipped, and able to carry out the Supplies maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (d) that the Bidder meets the qualification criteria listed in the Bid Data sheet.

14. Document Establishing Goods Eligibility and Conformity to Bidding Documents

- 14.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, all concerned documents establishing the eligibility and conformity to the bidding documents of all goods which the Bidder proposes to supply under the contract.
- 14.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a **certificate of origin** issued at the time of shipment.

15. Bid Security

- 15.1 Pursuant to ITB Clause 9, the Bidder shall furnish, as part of its bid, a bid security against each LOT, as per required %age of estimated cost specified in the Bid Data Sheet.
- 15.2 The bid security is required to protect the Procuring Agency against the risk of Bidder's conduct which would warrant the security forfeiture, pursuant to ITB Clause 15.7.
- 15.3 The bid security shall be in Pak. Rupees and shall be in one of the following forms:
- (a) CDR, Demand Draft (DD), Pay Order (PO) valid for thirty (30) days beyond the validity of bid.
- 15.4 Pursuant to ITB Clause 24 any bid not secured in accordance with ITB Clauses 15.1 and 15.3 will be rejected by the Procuring Agency being nonresponsive.
- 15.5 Unsuccessful bidders' bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the award of contract to the successful lowest evaluated bidder.
- 15.6 The successful Bidder's bid security will be discharged upon the Bidder signing the contract, pursuant to ITB Clause 32, and furnishing the performance security, pursuant to ITB Clause 33.
- 15.7 The bid security may be forfeited:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or





	(b)	in the case of a successful Bidder, if the Bidder fails:
	(i)	to sign the contract in accordance with ITB Clause 32;
	ÖR	
	(ii)	to furnish performance security in accordance with ITB Clause 33.
	15 0	Performance security will be required as given in Bid Data
	13.6	Sheet (BDS).
16. Period of	16.1	Bid shall remain valid for the period specified in the Bid Data Sheet
Validity of Bids		after the date of bid opening prescribed by the Procuring Agency,
		pursuant to ITB Clause 19. A bid valid for a shorter period shall be
		rejected by the Procuring Agency as nonresponsive.
	16.2	In exceptional circumstances, the Procuring Agency may solicit the
		Bidder's consent to an extension of the period of validity. The
		request and the responses thereto shall be made in writing (or by
		email). The bid security provided under ITB Clause 15 shall also
		be suitably extended. A Bidder may refuse the request without
		forfeiting its bid security. A Bidder granting the request will not be
		required nor permitted to modify its bid, except as provided in ITB
		Clause 16.3.
	16.3	In the case of fixed price contracts, if the award is delayed by a period exceeding sixty (60) days beyond the expiry of the initial bid
		validity, the contract price will be adjusted by a factor specified in
		the request for extension.
17. Format and	17.1	The Bidder shall prepare an original and the number of copies of
Signing of Bid		the bid indicated in the Bid Data Sheet, clearly marking each
		"ORIGINAL BID" as appropriate.
	17.2	The original bid shall be typed or written in indelible ink and shall
		be signed by the Bidder or a person or persons duly authorized to
		bind the Bidder to the contract. All pages of the bid, except for
		unamended printed literature, shall be initialed /signed by the
		bidder or person authorized by the bidder on his behalf.
	17.3	Any interlineation, erasures, or overwriting shall be valid only if they
		are initialed by the person or persons signing the bid.
	17.4	The Bidder shall furnish information as described in the Form of
		Bid on commissions or gratuities, if any, paid or to be paid to agents
		relating to the Bid, and to contract execution if the Bidder is
		awarded the contract.

D. Submission of Bids

18. Sealing and Marking of Bids

- The Bidder shall seal the original bid in separate envelopes, duly marking the envelopes as "ORIGINAL". The envelopes shall then be sealed in an outer envelope.
- 18.2 The inner and outer envelopes Shall:
 - a) be addressed to the Procuring Agency at the address given in the Bid Data Sheet; and
 - b) bear the title of procurement Activity indicated in the Bid Data Sheet, the Invitation for Bids (IFB) title and number indicated in the Bid Data Sheet, and a statement: "DO NOT OPEN BEFORE-(mentioning the bid opening time and date),".





	18.3 The inner envelopes shall also indicate the name and address of the Bidder to enable the bid to be returned unopened in case it is declared "late".
	18.4 If the outer envelope is not sealed and marked as required by ITB Clause 18.2, the Procuring Agency will assume no responsibility for the bid's misplacement or premature opening.
19. Deadline for Submission of Bids	19.1 Bids must be received by the Procuring Agency at the address specified under ITB Clause 18.2 no later than the time and date specified in the Bid Data Sheet.
	19.2 The Procuring Agency may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents in accordance with ITB Clause 7, in which case all rights and obligations of the Procuring Agency and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
20. Late Bids	20.1 Pursuant to ITB Clause 19 any Bid submitted or received by the Procuring Agency after the deadline for submission of bids prescribed by the Procuring Agency will be rejected and returned unopened to the Bidder.
21. Modification and Withdrawal of Bids	21.1 The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification, including substitution or withdrawal of the bids, is received by the Procuring Agency prior to the deadline prescribed for submission of bids.
	21.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of ITB Clause 18. A withdrawal notice may also be sent by email, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of bids.
	 21.3 No bid may be modified after the deadline for submission of bids. 21.4 Pursuant to the ITB Clause15.7, no bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during the interval may result in the Bidder's forfeiture of its bid security.

E. Opening and Evaluation of Bids

22. Opening of
Bids by the
Procuring
Agency

- 22.1 The Procuring Agency will open all bids in the presence of bidders' representatives who choose to be present at the given date, time and venue specified in the Bid Data Sheet. The bidders' representatives who are present shall sign an attendance sheet establishing their presence.
- 22.2 The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the submission or absence of requisite bid security and such other details as the Procuring Agency, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the Bidder pursuant to ITB Clause 20.





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		Bids (and modifications sent pursuant to ITB Clause 21.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidder.
	22.4	The Procuring Agency will prepare minutes of the bid opening.
23. Clarification of Bids	23.1	discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the prices or substance of the bid shall be sought, offered, or permitted.
24. Preliminary Examination	24.1	The Procuring Agency will examine the bids to determine its responsiveness as per requirement detailed in bid data sheet and whether the documents have been properly signed, and whether the bids are generally in order.
	24.2	Arithmetical errors will be rectified if there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the Supplier does not accept the correction of the errors, its bid will be rejected, and its bid security may be forfeited. If there is a discrepancy between words and figures, the amount in words will prevail.
	24.3	The Procuring Agency may waive any minor informality, nonconformity, or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.
		Prior to the detailed evaluation, pursuant to ITB Clause 25 the Procuring Agency will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations. Deviations from, or objections or reservations to critical provisions, such as those concerning Bid Security (ITB. Clause 15), Applicable Law (GCC Clause 30), and Taxes and Duties (GCC Clause 32), will be deemed to be a material deviation. The Procuring Agency's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic.
		Procuring Agency and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
25. Qualification & Evaluation of Bids	25.1	determine to its satisfaction whether the Bidder qualifies to perform the contract satisfactorily, in accordance with the criteria listed in ITB Clause 13.3.
	25.2	Pursuant to ITB Clause 13.3 to determine responsiveness of the bidder, the procuring agency will consider Bidder's financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other





- information as the Procuring Agency deems necessary and appropriate.
- 25.3 Pursuant to ITB Clause 24 the Procuring Agency through the evaluation committee will technically evaluate and compare the bids which have been determined to be substantially responsive, as per Technical Specifications required.
- 25.4 Financial evaluation of a bid should be inclusive of prevailing taxes and duties.

25.5 **Selection Procedure**:

The following parameters shall be evolved to quantify the standing of bidders with respect to their technical and financial standing if specified in the Bid Data Sheet. The weightage of each parameter shall be specified in the Bid Data Sheet.

- (i) The Bidder must be an **Authorized Dealer** for sales & service continuously from last one-year.
- (ii) **Undertaking** and Evidence that the quoted Goods are genuine, brand new, non-refurbished, and un-altered in any way.
- (iii) The **average annual sale** for the last 3 years shall not be less than twice number of similar type of units required (year-wise detail of sale required).
- (iv) Audited financial statements for the last Three (03) years.
- (v) **Authority Letter** from the Bidder Company authorizing the relevant person to represent the company.

26. Contacting the Procuring Agency

- 26.1 Subject to ITB Clause 23, no Bidder shall contact the Procuring Agency on any matter relating to its bid, from the time of the bid opening to the time evaluation report is made public i.e., 10 days before the contract is awarded. If the Bidder wishes to bring additional information or has grievance to the notice of the Procuring Agency, it should do so in writing.
- 26.2 Any effort by a Bidder to influence the Procuring Agency during bid evaluation, or bid comparison may result in the rejection of the Bidder's bid.

F. Award of Contract

27. Award Criteria

27.1 Subject to ITB Clause 30, the Procuring Agency will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily. In case the lowest evaluated bidder refuses to execute the contract or respond to the procurement order his bid security be immediately forfeited and, he may in terms of regulations ibid be proceeded against. In such eventuality the procuring agency shall divert to the second lowest bidder after carefully analyzing the difference between the financial quantum of bid security submitted by the defaulting bidder and the difference between the financial bids first and second lowest bidder.





	27.2	This Procurement will be carried out under Framework contract and will be for the time duration mentioned in Bid Data Sheet, starting from agreement signing date and 'framework contract' means a contract whereby the procurement is made for a certain volume or quantity of a particular good, a set of Services, Services or works over a specific period against an agreed sum or rate per item or lump sum.
28. Procuring Agency's Right to Vary Quantities at Time of Award	28.1	The Procuring Agency reserves the right to increase or decrease the quantum of the items to be procured as per requirement during the contract period without any change in unit price or other terms and conditions.
29. Procuring Agency's Right to Accept or Reject All Bids	29.1	In terms of Regulation 37 of regulations ibid the Procuring Agency reserves the right to accept or reject all bids, and to annul the bidding process at any time prior to acceptance of the bid or proposal, without incurring any liability to the Bidder or bidders or any obligation to inform the Bidder or bidders of the grounds for the Procuring Agency's action.
30. Announce of Evaluation Report	30.1	In terms of Regulation 40 of Regulations ibid the result of bid evaluation in the form of a report giving justification for acceptance or rejection of the bids shall be announced and will be uploaded on Procuring Agency's website at least 10 days prior to the award of procurement contract.
31. Notification of Award	31.1	Agency will notify the successful Bidder in writing by registered letter or by email, to be confirmed in writing by registered letter, that its bid has been accepted.
	31.2	The notification of award will constitute the formation of the contract.
	31.3	Upon the successful Bidder's furnishing of the performance security pursuant to ITB Clause 33, the Procuring Agency will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 15.
32. Signing of Contract		At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency will send the Bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties and asking for submission of performance guarantee of the contract price as per the %age mentioned in clause 7 of GCC read with clause 3 of SCC.
	32.2	Within ten (10) days of receipt of the Contract Form, the successful Bidder shall sign and date the contract and return it to the Procuring Agency along with the performance guarantee in the form already specified in the bidding document.
33. Performance	33.1	The bidder may if agreed by the Procuring Agency submit the
Security		performance guarantee after signing of the contract but in such
		case the dispensation shall not be more than 10 days after the
		signing of contract.





33.2 Failure of the successful Bidder to comply with the requirement of ITB Clause 32.2 or ITB Clause 33.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Procuring Agency as mentioned in clause 27 may make the award to the next lowest evaluated Bidder or call for new bids

34. Corrupt or Fraudulent Practices

- 34.1 The Procuring Agency requires that Bidders, Suppliers, and Contractors observe the highest standard of ethics during the procurement and execution of contracts. For the purposes of this provision, the terms set forth below are defined as follows:
 - (i) **"Corrupt practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring Agency.
 - (iii) "Collusive practice" is an arrangement among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non- competitive levels for any wrongful gains, and to deprive the Procuring Agency of the benefits of free and open competition;
 - (a) The Procuring Agency will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
 - (b) The Procuring Agency in terms of Regulation 21/23 of Regulations ibid will sanction a firm, in accordance with prevailing Blacklisting procedures, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a Bank-financed contract.
- 34.2 Furthermore Bidders shall be aware of the provision stated in subclause 5.4 and sub-clause 24.1 of the General Conditions of Contract.





Part-I

Section-II. Bid Data Sheet

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB) Part One. Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

	INTRODUCTION
ITB 1.1	Name of Procuring Agency: Ravi Urban Development Authority, Government of Punjab
ITB 1.1	Name of Project: Procurement of Stationery and Bulk Store Items under framework contract
ITB 1.1	Name of Contract: Procurement of Stationery and Bulk Store Items under framework contract
ITB 4.1	Name of Procuring Agency: As mentioned in ITB 1.1 above
ITB 6.1	For clarification purposes, the Procuring Agency's address is: 151, Abu Bakar Block, Garden Town, Lahore
	Requests for clarification shall be received by the Procuring Agency no later than 07 days prior to the deadline for submission of the bids.
ITB 8.1	Language of the bid - English

	BID PRICE AND CURRENCY
ITB 11.2	Inclusive of all applicable taxes in Pak Rupees
ITB 11.4	The cost of the product shall be subject to the exchange rate existed at the time of delivery of goods. (less/higher) The quoted price shall however be subject to variation up to 15% on higher side due to frequent dollar exchange rate. The variation, however, shall be applicable only when the accepted competitive price changes on higher side due to change in dollar exchange rate on higher side. If there is no mention of taxes, the offered / quoted price(s) will be considered as inclusive of all the taxes/ duties prevailing/ levied hereafter.

PREPARATION AND SUBMISSION OF BIDS								
ITB 13.2	 a) The bidder must submit National Tax No., Sales Tax No. certificates and Professional Tax Certificates as well as certificate of incorporation/registration of the firm (if applicable). b) The bidders must be Authorized agents /Sole distributors / Business Partners of Manufacturers. (Certificate of Authorization/Dealership must be attached) c) The bidder must be on Active Taxpayers List of FBR. d) Affidavit to the extent conveying that the bidder has not been 							





	blacklisted by any procuring agency.							
ITB 13.3 (d)	The bids shall be Procedure" in accor	Qualification requirements: The bids shall be evaluated on "Single Stage Two Envelope Procedure" in accordance with Regulation 41(2)(b) of RUDA Procurement Regulations 2022 (amended).						
ITB 15.1	Bid Security:							
	Lot. No.	Bid Security						
	01	300,000/-						
	02	300,000/-						
ITB 15.2	be considered.	deficient of the amount as bid security will not						
ITB 15.8	The successful bidder form of performance g	(ii) No personal cheques will be acceptable at any cost. The successful bidder shall furnish 10% of the contract price in the form of performance guarantee, to be discharged after completion of contract period. It will be in the form of Bank Draft/ Pay order/Bank Guarantee.						
ITB 16.1	Bid Validity Period: 90 days after the dat	Bid Validity Period: 90 days after the date of opening of bid.						
ITB 17.1	Number of Copies: One (1) Original Bid price.	One (1) Original Bid must be accompanied by unit price and total						
ITB 19.1		Deadline for Bid Submission: 11:00 AM, 30 May 2025						
ITB 22.1		of Ravi Urban Development Authority, 151,						
	Abu Bakar Block, Ga	rden Town, Lahore.						

BID EVALUATION						
Criteria for bid evaluation: Lowest Evaluated Bid						
ITB 25.5	The lowest evaluated bidder shall be awarded the contract.					

CONTRACT AWARD						
This framework contract will be valid up to 01 year from signir contract.						
ITB 28.1	The Procuring Agency reserves the right to increase or decrease the quantum of the services to be procured as per requirement during the contract period without any change in unit price or other terms and conditions.					





Part-I Section-III. Evaluation Criteria

TECHNICAL EVALUATION CRITERIA:

Legal (Mandatory)

- (i) Valid Income Tax Registration *Registered for at least last two (02) years.
- (ii) Valid Sales Tax Registration (Status = Active with FBR)
- (iii) Single Undertaking covering following aspects:
 - a. Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department, anywhere in Pakistan.
 - b. In full compliance of the Execution Schedule and Delivery Period mentioned in tender document.
 - c. Compliance to the technical specifications of toners (all items) to be procured mentioned vide "Section-IV. Technical Specifications" of this document.

Past Experience (Mandatory)

(i) Having experience of at least PKR 3 million or above worth of projects of similar nature in last three (03) years (Verifiable through relevant purchase orders / contracts).

Note:

 Verifiable documentary proof for all above requirements. Bidder must include checklist for above requirements in their bid.

FINANCIAL EVALUATION CRITERIA

- (i) Technically qualified/successful bidder(s) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by RUDA accordingly. The technically Eligible/Successful Bidder(s) or their authorized representatives shall be allowed to take part in the Financial Proposal(s) opening.
- (ii) Financial Proposal evaluation will be conducted under the RUDA Procurement Regulations 2022 (amended). 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 RUDA, the contractor shall be bound to adjust the same in the Financial Proposal.
- (iii) In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
 - a. 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.
 - b. 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.
- (iv) RUDA 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. 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 Letter of Intent (LOI) till termination of the signed contract in this regard.





Part-I

Section-IV. Technical Specifications

LOT – 1: STATIONERY ITEMS

Ser	Stationery Items	A/U	Quantity Estimated for contract
1	Uniball Signo (Red/Black/Green/ Blue Colour)	Pkt	600
2	Ball Point (Dollar) Blue / Black	Pkt	600
3	Uniball Eye Fine Black /Red/Blue/Green)	Pkt	200
4	Uniball Vision Elite fine (black/red/blue/green)	Pkt	200
5	Dollar Pointer (Black / Blue)	Pkt	100
6	Paper Ream A/4 size (80gm)	Ream	200
7	Paper Ream A4 (120gm)	Ream	200
8	Paper Ream Legal size (80gm)	Ream	200
9	Paper Ream A3 (80gm)	Ream	100
10	Note sheet Ream A4(80gm)	Ream	100
11	Gum Stick 35gm	Nos	1000
12	Envelope white (invitation card size)	Nos	300
13	Envelope 9/4	Nos	15000
14	Envelope A/4	Nos	10000
15	Envelope F/S	Nos	5000
16	File Cover Small A/4	Nos	20000
17	File Cover F/S	Nos	6000
18	Transparent Plastic File A4	Nos	1000
19	Fibber Ring File No. 504 (Black)	Nos	1500
20	D Ring File white (A/4) A-39D	Nos	1500
21	Box File Blue (F/C-A4)	Nos	1500
22	Flappers	Nos	2000
23	Fluid Pen	Nos	500
24	Dak Dispatch Register (Outgoing Mail) 500 pages	Nos	200
25	Dak Diary Incoming Mail Register 500 pages	Nos	200
26	Executive Diaries with pad	Noes	200
27	simple Register No.40	Nos	500
28	Stock Register No.30	Nos	50
29	Attendance Register no.30	Nos	50
30	Dak Pad Folder	Nos	100
31	Shorthand Notebook small	Nos	1000
32	Notebook (A 4)	Nos	1000
33	Note Pad for Executive Diary	Nos	200
34	Eraser / Rubber (Kidco 45 pcs pr packet)	Pkt	200
35	Lead Pencil (Dear / Goldfish) 12 x pcs per pkt	Pkt	500
36	Stapler Machine (HDR 50R) Med	Nos	500
37	Paper Cutter	Nos	300
38	Scissors (Medium)	Nos	300





027			TRUDA
39	Scissors (Large)	Nos	200
40	Sharpener	Nos	500
41	Pin Remover	Nos	500
42	Stamp Pad Medium	Nos	200
43	Stamp Pad Large	Nos	400
44	Stamp Pad Ink	Nos	150
45	Pin Cushion	Nos	100
46	Paper Pin	Pkt	100
47	Paper Clip (36mm)	Pkt	1000
48	High Lighter Dollar (different colors 10 Pcs)	Pkt	500
49	Permanent Marker (Dollar) 12 x Pcs per pkt	Pkt	200
50	White Board Marker (Dollar) 12 x Pcs per pkt	Pkt	150
51	Steel Scale	Nos	300
52	Gum Liquid (100 ml)	Botle	100
53	Scotch Tape 1/2"	Nos	300
54	Scotch Tape 2"	Nos	400
55	Binding Tape 2"	Nos	200
56	Binding Tape 3"	Nos	300
57	Ink Pot	Nos	50
58	Logbook	nos	50
59	Calculator Citizen (CT-712) 12 Digits	Nos	500
60	Peon Book	Nos	20
61	Tag Guchi	Bundle	700
62	Poker (SUA)	Nos	100
63	Docket Punch	Nos	100
64	Double Punch OPAL (500 ECO)	Nos	150
65	Double Punch Heavy Duty (TF060)	Nos	100
66	Separators 10 Paper per packet A4	Pkt	500
67	Stapler Heavy Duty (DL0531)	Nos	150
68	Stapler Heavy Duty Pin Dollar (Different Size)	Nos	500
69	Stapler Pin 24/6 (Dollar)	PKt	1000
70	Sticky Note Pelikan ((76x76mm) 12 pkt per Box	Box	200
71	Sticky Note Pelikan (127x76mm) 12 x pkt per Box	Box	200
72	Paper Color Flag (76x25mmxx3pcs) 12 pkt per Box	Box	200
73	Document Tray (3 x Tiers)	Nos	100
74	Color Paper (80gm) A4	Pkt	50
75	Pen Holder (Round Pen Container Steel)	Nos	100
76	Paper Card Holder	Nos	100
77	Tape Dispenser Heavy Duty (Scotch Tape Holder	Nos	100
78	Daily Commitment Table Stand (glass)	Nos	100
79	Paper Weight marble	Nos	100
80	Water Damper for Note counting	Nos	50
81	Cash Book Register	Nos	15
82	Binder Clip (12mm) 1/2"	Pkt	100
83	Binder Clip (25mm) 1"	Pkt	100
84	Binder Clip (25mm) 1 1/4" Width No D0032	Pkt	100





85	Binder Clip (41mm) 1-5/8" Width No 977112	Pkt	100
86	Binder Clip (41mm) 2" Width	Pkt	100
87	Telic Sheet for bindings	Nos	20
88	Color Paper Sheet for Register	Nos	100
89	Phoenix Pin (Different size)	Pkt	100
90	Thumb Pins (Drawing pins)	Pkt	100
91	Office Set (Table Desk Organizers)	Nos	100
92	Daily commitment table chart	Nos	100
93	Paper Roll – A0 size (plotter)	Nos.	50
94	Hanging Folder for Files A4 Size	Nos.	1000
95	Packing Tape (Khaki) 2"	Nos	200
96	Dori Plastic for packing	Roll	100
97	Double Tape (1" / 2")	No.	100
98	Alcohol Pad	Pkt	100
99	Pental Set (Color)	Pkt	50
100	White Chart	Nos	100

LOT – 2: BULK STORE ITEMS

Ser	Other Store Items	A/U	Quantity Estimated for contract
1	Cell A Size (Toshiba / energizer)	Nos	300
2	Cell AA size (Toshiba / energizer)	Nos	2500
3	Cell AAA Size (Toshiba / energizer)	Nos	1000
4	Cell D Size (R-20) (Toshiba / energizer)	Nos	500
5	Hand Sanitizer Bottle (500ml)	Nos	300
6	Hand Sanitizer Bottle (250ml)	Nos	300
7	Hanger Ticki (toilet air freshener 80 gm)	Nos	1000
8	Phenyl Tablet	Pkt	300
9	Dettol Bottle (1 Liter)	Nos	500
10	Extension Lead (Branded Company YJOPK) 4 x socket & 3 x USB Port extension lead	Nos	500
11	Gloves White Cloth (pair)	Nos	200
12	Towel Executive (Large)	Nos	500
13	Towel Executive (Small)	Nos	600
14	Teacups (Set of 06 teacups with saucer)	Nos	100
15	Glass Set (6 pieces of set)	Nos	100
16	Air Freshener Machine	Nos	300
17	Office Bell (Wireless Doorbell)		500
18	Office Bell (Electric Doorbell)	Nos	100
19	Energy Saver 18 Watt	Nos	100





20	SMD Light 12 Watt	Nos	500
21	Wall Clock (champion) Medium	Nos	200
22	Duster for White Board	Nos	100
23	Lota for washrooms	Nos	100
24	Notice Board (Green) 4x4	Nos	100
25	White Board 4x4	Nos	100
26	Door Matt Full Size	Nos	100
27	Door Matt Small Size	Nos	100
28	Car Body Polish	Nos	300
29	Car Dashboard Polish	Nos	200
30	Formula-1 (Wash & Wax)	Nos	200
31	Car Body Towel (Large)	Nos	200
32	Wipes Dettol	Nos	200
33	Formula-1 (Protectant)	Nos	200
34	Leather Tire Wax	Nos	200
35	Formula-1 (Black gold Tire shine)	Nos	200
36	Formula-1 (Mr. Leather) Compatible	Nos	200
37	Color Magic Jet Black Wax	Nos	200

- 1. The bidder shall provide free of charge single specimen sample of their respective quoted items to RUDA (if required).
- 2. Duly filled above technical specifications sheets by the bidder with required information must be enclosed in technical bid by the bidder(s).

Note: - Quantity mentioned above is tentative and can increase or decrease as per actual requirement of RUDA departments during the year.





Part-I Section-V. Bidding Forms 1. Technical Proposal Submission Form

[Location, Date]

To: Executive Director Procurement Ravi Urban Development Authority

Dear Sir,

We, the undersigned, offer to provide the (<u>insert title of assignment</u>) in accordance with your Request for Proposal/Tender Document No. (<u>insert number</u>) dated (<u>insert date</u>) and our Proposal. We are hereby submitting 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 (insert procurement title) related to the assignment.

We also confirm 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 we are aware of the relevant provisions of the Proposal Document.

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

Yours sincerely,

Authorized Signature (Original) (In full and initials) Name and Designation of Signatory Name of Firm Address





2. Financial Proposal Submission Form (PART OF FINANCIAL BID ENVELOPE)

To: [name of the Procuring Agency]

Dear Sir,

We, the undersigned, offer to provide the (<u>insert title of assignment</u>) in accordance with your Request for Proposal/Tender Document No. (<u>insert number</u>) dated (<u>insert date</u>) and our Proposal. Our attached Financial Proposal is for the sum of (<u>insert amount in words and figures</u>). 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 (<u>insert clause No.</u>) 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.

Yours sincerely,

Authorized Signature (Original) (In full and initials) Name and Designation of Signatory Name of Firm Address





3. Price Schedules LOT – 1: Stationery Items

S. No.	1: Stationery Items Stationery Items	A/U	Brand	Quantity	Unit Rate (Without Tax)	Unit Rate (With Tax)	Total (With Tax)
1	Uniball Signo (Red/Black/Green/ Blue Colour)	Pkt		600	,		
2	Ball Point (Dollar) Blue / Black	Pkt		600			
3	Uniball Eye Fine Black /Red/Blue/Green)	Pkt		200			
4	Uniball Vision Elite fine (black/red/blue/green)	Pkt		200			
5	Dollar Pointer (Black / Blue)	Pkt		100			
6	Paper Ream A/4 size (80gm)	Ream		200			
7	Paper Ream A4 (120gm)	Ream		200			
8	Paper Ream Legal size (80gm)	Ream		200			
9	Paper Ream A3 (80gm)	Ream		100			
10	Note sheet Ream A4(80gm)	Ream		100			
11	Gum Stick 35gm	Nos		1000			
12	Envelope white (invitation card size)	Nos		300			
13	Envelope 9/4	Nos		15000			
14	Envelope A/4	Nos		10000			
15	Envelope F/S	Nos		5000			
16	File Cover Small A/4	Nos		20000			
17	File Cover F/S	Nos		6000			
18	Transparent Plastic File A4	Nos		1000			
19	Fibber Ring File No. 504 (Black)	Nos		1500			
20	D Ring File white (A/4) A-39D	Nos		1500			
21	Box File Blue (F/C-A4)	Nos		1500			
22	Flappers	Nos		2000			
23	Fluid Pen	Nos		500			
24	Dak Dispatch Register (Outgoing Mail) 500 pages	Nos		200			
25	Dak Diary Incoming Mail Register 500 pages	Nos		200			
26	Executive Diaries with pad	Noes		200			
27	simple Register No.40	Nos		500			
28	Stock Register No.30	Nos		50			
29	Attendance Register no.30	Nos		50			
30	Dak Pad Folder	Nos		100			
31	Shorthand Notebook small	Nos		1000			
32	Notebook (A 4)	Nos		1000			
33	Note Pad for Executive Diary	Nos		200			
34	Eraser / Rubber (Kidco 45 pcs pr packet)	Pkt		200			





						RUDA
Lead Pencil (Dear / Goldfish) 12 x pcs per pkt	Pkt		500			
Stapler Machine (HDR 50R) Med	Nos		500			
Paper Cutter	Nos		300			
Scissors (Medium)	Nos		300			
, ,	Nos		200			
	Nos		500			
Pin Remover	Nos		500			
Stamp Pad Medium	Nos		200			
	Nos		400			
•						
High Lighter Dollar (different	Pkt		500			
Permanent Marker (Dollar)	Pkt		200			
White Board Marker (Dollar) 12 x Pcs per pkt	Pkt		150			
Steel Scale	Nos		300			
Gum Liquid (100 ml)	Botle		100			
	Nos		300			
	Nos		400			
	Nos		300			
Calculator Citizen (CT-712)	Nos		500			
	Nos		20			
Double Punch OPAL (500	Nos		150			
Double Punch Heavy Duty	Nos		100			
Separators 10 Paper per packet A4	Pkt		500			
Stapler Heavy Duty (DL0531)	Nos		150			
Stapler Heavy Duty Pin Dollar (Different Size)	Nos		500			
Stapler Pin 24/6 (Dollar)	PKt		1000			
Sticky Note Pelikan ((76x76mm) 12 pkt per Box	Box		200			
Sticky Note Pelikan (127x76mm) 12 x pkt per Box	Box		200			
Paper Color Flag (76x25mmxx3pcs) 12 pkt	Box		200			
	Stapler Machine (HDR 50R) Med Paper Cutter Scissors (Medium) Scissors (Large) Sharpener Pin Remover Stamp Pad Medium Stamp Pad Large Stamp Pad Ink Pin Cushion Paper Pin Paper Clip (36mm) High Lighter Dollar (different colors 10 Pcs) Permanent Marker (Dollar) 12 x Pcs per pkt White Board Marker (Dollar) 12 x Pcs per pkt Steel Scale Gum Liquid (100 ml) Scotch Tape 1/2" Scotch Tape 2" Binding Tape 3" Ink Pot Logbook Calculator Citizen (CT-712) 12 Digits Peon Book Tag Guchi Poker (SUA) Docket Punch Double Punch OPAL (500 ECO) Double Punch Heavy Duty (TF060) Separators 10 Paper per packet A4 Stapler Heavy Duty (DL0531) Stapler Heavy Duty (DL0531) Stapler Heavy Duty Pin Dollar (Different Size) Stapler Pin 24/6 (Dollar) Sticky Note Pelikan (127x76mm) 12 x pkt per Box Paper Color Flag	Goldfish) 12 x pcs per pkt Stapler Machine (HDR 50R) Med Paper Cutter Nos Scissors (Medium) Scissors (Large) Nos Sharpener Nos Pin Remover Nos Stamp Pad Medium Nos Stamp Pad Large Nos Stamp Pad Ink Nos Pin Cushion Paper Pin Pkt Paper Clip (36mm) Pkt High Lighter Dollar (different colors 10 Pcs) Permanent Marker (Dollar) 12 x Pcs per pkt White Board Marker (Dollar) 12 x Pcs per pkt Steel Scale Gum Liquid (100 ml) Scotch Tape 1/2" Nos Scotch Tape 2" Nos Binding Tape 2" Nos Binding Tape 3" Ink Pot Logbook Calculator Citizen (CT-712) 12 Digits Peon Book Tag Guchi Poker (SUA) Docket Punch Double Punch OPAL (500 ECO) Double Punch Heavy Duty (TF060) Separators 10 Paper per packet A4 Stapler Heavy Duty Pin Dollar (Different Size) Stapler Pin 24/6 (Dollar) Sticky Note Pelikan ((76x76mm) 12 pkt per Box Staper Color Flag Paper Color Flag	Goldfish) 12 x pcs per pkt Stapler Machine (HDR 50R) Med Paper Cutter Scissors (Medium) Scissors (Large) Nos Sharpener Nos Pin Remover Stamp Pad Medium Nos Stamp Pad Large Nos Stamp Pad Large Nos Stamp Pad Large Nos Stamp Pad Large Nos Stamp Pad Ink Nos Pin Cushion Paper Pin Paper Clip (36mm) Pkt High Lighter Dollar (different colors 10 Pcs) Permanent Marker (Dollar) 12 x Pcs per pkt White Board Marker (Dollar) 12 x Pcs per pkt White Board Marker (Dollar) 12 x Pcs per pkt Steel Scale Gum Liquid (100 ml) Scotch Tape 1/2" Nos Binding Tape 2" Nos Binding Tape 2" Nos Binding Tape 3" Nos Ink Pot Logbook Calculator Citizen (CT-712) 12 Digits Peon Book Tag Guchi Poker (SUA) Docket Punch Double Punch OPAL (500 ECO) Double Punch Heavy Duty (TF060) Separators 10 Paper per packet A4 Stapler Heavy Duty (TF060) Separators 10 Paper per packet A4 Stapler Heavy Duty (DL0531) Stapler Heavy Duty (DL0531) Stapler Heavy Duty Pin Dollar (Different Size) Stapler Pin 24/6 (Dollar) Sticky Note Pelikan ((76x76mm) 12 x pkt per Box Sox Paper Color Flag Pos Scotor Flag Pos Paper Pool Flag Pool Pool Pool Pool Pool Pool Pool Poo	Soldfish 12 x pcs per pkt Stapler Machine (HDR 50R) Nos Solo	Goldfish) 12 x pcs per pkt Stapler Machine (HDR 50R) Nos 500	Stapler Machine (HDR 50R) Nos Stapler Machine (Horward Nos Horward Nos Stapler Machine (Horward Nos Horward Nos Stapler Machine (Horward Nos Horward Nos





	per Box				
73	Document Tray (3 x Tiers)	Nos	100		
74	Color Paper (80gm) A4	Pkt	50		
75	Pen Holder (Round Pen Container Steel)	Nos	100		
76	Paper Card Holder	Nos	100		
77	Tape Dispenser Heavy Duty (Scotch Tape Holder	Nos	100		
78	Daily Commitment Table Stand (glass)	Nos	100		
79	Paper Weight marble	Nos	100		
80	Water Damper for Note counting	Nos	50		
81	Cash Book Register	Nos	15		
82	Binder Clip (12mm) 1/2"	Pkt	100		
83	Binder Clip (25mm) 1"	Pkt	100		
84	Binder Clip (25mm) 1 1/4" Width No D0032	Pkt	100		
85	Binder Clip (41mm) 1-5/8" Width No 977112	Pkt	100		
86	Binder Clip (41mm) 2" Width	Pkt	100		
87	Telic Sheet for bindings	Nos	20		
88	Color Paper Sheet for Register	Nos	100		
89	Phoenix Pin (Different size)	Pkt	100		
90	Thumb Pins (Drawing pins)	Pkt	100		
91	Office Set (Table Desk Organizers)	Nos	100		
92	Daily commitment table chart	Nos	100		
93	Paper Roll – A0 size (plotter)	Nos.	50		
94	Hanging Folder for Files A4 Size	Nos.	1000		
95	Packing Tape (Khaki) 2"	Nos	200		
96	Dori Plastic for packing	Roll	100		
97	Double Tape (1" / 2")	No.	100		
98	Alcohol Pad	Pkt	100		
99	Pental Set (Color)	Pkt	50		
100	White Chart	Nos	100		

Note:

- 1. In case of discrepancy between unit price and total, the unit price shall prevail.
- 2. Prices must be quoted for all items inclusive of all applicable taxes under each LOT.
- 3. The Framework Contract duration shall be for the period of one (01) year, starting from the date of issuance of Letter of Intent/Letter of Award.
- 4. The estimated quantity is tentative, and the actual quantity will be specified in the purchase order.

Total Cost (in words) Rs
Signature of authorized person
Name: (Company Seal)
Date

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.





LOT – 2: Bulk Store Items

Ser	Other Store Items	A/U	Brand	Quantity Estimated for contract	Unit Rate (Without Tax)	Unit Rate (With Tax)	Total (With Tax)
1	Cell A Size (Toshiba / energizer)	Nos		300			
2	Cell AA size (Toshiba / energizer)	Nos		2500			
3	Cell AAA Size (Toshiba / energizer)	Nos		1000			
4	Cell D Size (R-20) (Toshiba / energizer)	Nos		500			
5	Hand Sanitizer Bottle (500ml)	Nos		300			
6	Hand Sanitizer Bottle (250ml)	Nos		300			
7	Hanger Ticki (toilet air freshener 80 gm)	Nos		1000			
8	Phenyl Tablet	Pkt		300			
9	Dettol Bottle (1 Liter)	Nos		500			
10	Extension Lead (Branded Company YJOPK) 4 x socket & 3 x USB Port extension lead	Nos		500			
11	Gloves White Cloth (pair)	Nos		200			
12	Towel Executive (Large)	Nos		500			
13	Towel Executive (Small)	Nos		600			
14	Teacups (Set of 06 teacups with saucer)	Nos		100			
15	Glass Set (6 pieces of set)	Nos		100			
16	Air Freshener Machine	Nos		300			
17	Office Bell (Wireless Doorbell)	Nos		500			
18	Office Bell (Electric Doorbell)	Nos		100			
19	Energy Saver 18 Watt	Nos		100			
20	SMD Light 12 Watt	Nos		500			
21	Wall Clock (champion) Medium	Nos		200			
22	Duster for White Board	Nos		100			
23	Lota for washrooms	Nos		100			
24	Notice Board (Green) 4x4	Nos		100			





25	White Board 4x4	Nos	100	
26	Door Matt Full Size	Nos	100	
27	Door Matt Small Size	Nos	100	
28	Car Body Polish	Nos	300	
29	Car Dashboard Polish	Nos	200	
30	Formula-1 (Wash & Wax)	Nos	200	
31	Car Body Towel (Large)	Nos	200	
32	Wipes Dettol	Nos	200	
33	Formula-1 (Protectant)	Nos	200	
34	Leather Tire Wax	Nos	200	
35	Formula-1 (Black gold Tire shine)	Nos	200	
36	Formula-1 (Mr. Leather) Compatible	Nos	200	
37	Color Magic Jet Black Wax	Nos	200	

Note:

- 1. In case of discrepancy between unit price and total, the unit price shall prevail.
- 2. Prices must be quoted for all items inclusive of all applicable taxes under each LOT.
- 3. The Framework Contract duration shall be for the period of one (01) year, starting from the date of issuance of Letter of Intent.
- 4. The estimated quantity is tentative, and the actual quantity will be specified in the purchase order.

Total Cost (in words) Rs
Signature of authorized person
Name: (Company Seal)
Date

Note: No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.





4. FORMAT FOR COVER LETTER

To

Ravi Urban Development Authority Government of Punjab 151, Abu Bakar Block, Garden Town, Lahore

Su	bject:
De	ar Sir,
a)	After reviewing the tender document and its appendices, we, the undersigned, agree to provide the mentioned items in accordance with the document. We offer to do so for the sum indicated in our financial bid, which will be finalized upon contract award.
b)	If our proposal is accepted, we commit to delivering the items/services included in the contract within the specified timeframe, starting from the date we receive the award notification from RUDA.
c)	We agree to uphold this proposal for a period of days (as required by the project) from the date of bid opening. This proposal will remain binding on us and may be accepted at any time before the end of that period.
d)	We consent to execute a contract in the form communicated by RUDA, incorporating all agreements, with necessary alterations or additions to adapt the agreement to the standard circumstances.
e)	Until a formal agreement is prepared and executed, this proposal, along with your written acceptance, will constitute a binding contract agreement.
f)	We understand that you are not obligated to accept the lowest or any bid you may receive. You are not required to provide any reason for rejecting any bid, and you will not cover any expenses we incur during the bidding process.
— Au	thorized Signatures with Official Seal





5. FORMAT OF POWER-OF-ATTORNEY

POWER OF ATTORNEY

(On Stamp Paper of relevant value)

Know all men by these presents, we (<u>name of the company and address of the registered office</u>) do hereby appoint and authorize Mr. / Ms. (<u>full name and residential address</u>) 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 (<u>name of the Purchaser</u>) including signing and submission of all documents and providing information/responses to (<u>name of the Purchaser</u>) 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:	





6. UNDERTAKING

It is certified that the information furnished here in and as per the document submitted is true and correct and nothing has been concealed or tampered with. We have gone through all the conditions of tender and are liable to any punitive action for furnishing false information / documents.

Dated this day	of	20
Signature		
		(Company Seal)
In the capacity of	_	
Duly authorized to sig	n bids for and	on behalf of:





Part-II

Section I. Contract Forms

	1. Contrac	t Form	
Procuring .	REEMENT made the of Agency] (hereinafter called "the Procuof (hereinafter called "the Supplier") of the supplier of the	ring Agency") o	25 between <i>[name of</i> f the one part and <i>[name of</i>
[brief desc	S the Procuring Agency invited bids for cription of goods] and has accepted a he sum of [contract price in words ar	bid by the Supp	plier for the supply of those
NOW THIS	S AGREEMENT WITNESSETH AS FO	LLOWS:	
	Agreement words and expressions ly assigned to them in the Conditions of		
this Agreer (a) 1 (b) 1 (c) 1 (d) 1 (e) 1	llowing documents shall be deemed to ment, viz.: the Bid Form and the Price Schedule so the Schedule of Requirements; the Technical Specifications; the General Conditions of Contract; the Special Conditions of Contract; and the Procuring Agency's Notification of A	ubmitted by the E	·
hereinafter the goods	sideration of the payments to be made r mentioned, the Supplier hereby cove and services and to remedy defects t of the Contract	nants with the F	Procuring Agency to provide
provision of or such other	rocuring Agency hereby covenants to of the goods and services and the remoner sum as may become payable under manner prescribed by the contract.	edying of defects	s therein, the Contract Price
	SS whereof the parties hereto have e with their respective laws the day an	_	
Signed, se Procuring	ealed, delivered by Agency)	the	(for the
Signed, se	aled, delivered by	the	(for the Supplier)





2. Performance Security Form

To:
[Client Address]
WHEREAS {name of Supplier} (hereinafter called "the Supplier") has undertaken, in pursuance of Contract No. [reference number of the contract} dated to supply [description of goods] (hereinafter called "the Contract").
AND WHEREAS it has been stipulated by you in the said Contract that the Supplier shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Supplier's performance obligations in accordance with the Contract.
AND WHEREAS we have agreed to give the Supplier a guarantee:
THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Supplier, up to a total of [amount of the guarantee in words and figures], and we undertake to pay you, upon your first written demand declaring the Supplier to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.
This guarantee is valid until the day of2025.
Signature and seal of the Guarantors
{name of bank or financial institution}
[address}
[date]





Part-II

Section II. General Conditions of Contract

1. Definitions

- 1.1 In this contract, the following terms shall be interpreted as indicated;
- a) "The Contract" means the agreement entered into between the Procuring Agency and the Supplier, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations.
- c) "The Goods" means all of the stationary items, bulk store items, and/or other materials which the Supplier is required to supply to the Procuring Agency under the contract.
- d) "The Services" means those services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training, and other such obligations of the Supplier covered under the contract.
- e) "GCC" means the General Conditions of Contract contained in this section.
- f) "SCC" means the Special Conditions of Contract.
- g) "The Procuring Agency" means the organization purchasing the Goods, as named in SCC.
- h) "The Procuring Agency's Country" is Islamic Republic of Pakistan.
- i) "The Supplier" means the individual or firm supplying the Goods and Services under this Contract.
- j) "The Project Site," where applicable, means the place or places named in SCC.
- k) "Day" means calendar day.

2. Application

2.1 These General Conditions shall apply to the extent that they are not superseded by provisions of other parts of the Contract.

3. Country of Origin

- 3.1 For purposes of this Clause, "origin" means the place where the Goods were mined, grown, or produced, or from which the Services are supplied. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.2 The origin of Goods and Services is distinct from the nationality of the supplier.

4. Standards

4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standards appropriate to the Goods' country of origin. Such standards shall be the latest issued by the concerned institution.

5. Use of Contract

5.1 The Supplier shall not, without the Procuring Agency's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information





Documents and Information; Inspection and Audit by the Procuring Agency

furnished by or on behalf of the Procuring Agency in connection therewith, to any person other than a person employed by the Supplier in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2 The Supplier shall not, without the Procuring Agency's prior written consent, make use of any document or information enumerated in GCC Clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the Contract itself, enumerated in GCC Clause 5.1 shall remain the property of the Procuring Agency and shall be returned (all copies) to the Procuring Agency on completion of the Supplier's performance under the Contract if so, required by the Procuring Agency.
- 5.4 The Supplier shall permit the Procuring Agency to inspect the Supplier's accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Procuring Agency, if so, required by the Procuring Agency.

6. Patent Rights

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

7. Performance Security

- 7.1 Within ten (10) days of receipt of the notification of Contract award, the successful Bidder shall furnish to the Procuring Agency the performance security in the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the Procuring Agency as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 7.3 The performance security shall be denominated in the currency of the Contract acceptable to the Procuring Agency and shall be in one of the following forms:
- a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Pakistan, in the form provided in the bidding documents or another form acceptable to the Procuring Agency; or a cashier's or certified check.
- 7.4 The performance security will be discharged by the Procuring Agency and returned to the Supplier not later than thirty (30) days following the date of completion of the Supplier's performance obligations under the Contract, including any warranty obligations, unless specified otherwise in SCC.

8. Inspection and Tests

8.1 The Procuring Agency or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency. SCC and the Technical Specifications shall specify what inspections and tests the Procuring Agency requires and where they are to be conducted. The Procuring Agency shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.





- 8.2 The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring Agency.
- 8.3 Should any inspected or tested Goods fail to conform to the Specifications, the Procuring Agency may reject the Goods, and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Procuring Agency.
- 8.4 The Procuring Agency's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in Pakistan shall in no way be limited or waived by reason of the Goods having previously been inspected, tested, and passed by the Procuring Agency or its representative prior to the Goods' shipment from the country of origin.
- 8.5 Nothing in GCC Clause 8 shall in any way release the Supplier from any warranty or other obligations under this Contract.
- 8.6 In case of late delivery of goods beyond the periods specified in the Schedule of Requirements, penalty @ 0.1% per day of the cost not exceeding 10% of the Contract value for late delivered supply shall be imposed upon the Supplier.

9. Packing

- 9.1 The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Procuring Agency.

10. Delivery and Documents

- 10.1 Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The Goods supplied under the Contract shall be delivered duty paid (DDP) under which risk is transferred to the buyer after having been delivered, hence insurance coverage is sellers' responsibility.

12. Transportation

12.1 The Supplier is required under the Contact to transport the Goods to a specified place of destination within the Procuring





Agency's country, transport to such place of destination in the Procuring Agency's country, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price.

13. Incidental Services

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

performance or supervision of on-site assembly and/or start-up of the supplied Goods;

furnishing of tools required for assembly and/or maintenance of the supplied Goods;

furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;

performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

training of the Procuring Agency's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.

13.2 Prices charged by the Supplier for incidental services, if not included in the Contract Price for the Goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged for other parties by the Supplier for similar services.

14. Spare Parts

14.1 As specified in SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier: Such spare parts as the Procuring Agency may elect to purchase from the Supplier, provided that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

In the event of termination of production of the spare parts:

Advance notification to the Procuring Agency of the pending termination, in sufficient time to permit the Procuring Agency to procure needed requirements; and

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

15. Warranty

15.1 The Supplier warrants that the Goods supplied under the Contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the Procuring Agency's specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.





- 15.2. This warranty shall remain valid for years / months as specified in SCC.
- 15.3. The Procuring Agency shall promptly notify the Supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the Supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective Goods or parts thereof, without costs to the Procuring Agency.
- 15.5. If the Supplier, having been notified, fails to rectify the defect(s) within the period specified in SCC, within a reasonable period, RUDA may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which RUDA may have against the Supplier under the Contract/relevant provision of regulation 22 of RUDA Procurement Regulations 2022 (amended).

16. Payment

- 16.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in SCC.
- 16.2. The Supplier's request(s) for payment shall be made to the Procuring Agency in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and Services performed, and by documents submitted pursuant to GCC Clause 10, and upon fulfillment of other obligations stipulated in the Contract.
- 16.3. Payments shall be made promptly by the Procuring Agency, but in no case later than thirty (30) days after submission of an invoice or claim by the Supplier, provided the work is satisfactory.
- 16.4. The currency of payment is mentioned in SCC.

17. Prices

17.1. Prices charged by the Supplier for Goods delivered and Services performed under the Contract shall not vary from the prices quoted by the Supplier in its Bid, with the exception of any price adjustments authorized in SCC.

18. Change Orders

18.1. The Procuring Agency may at any time, by a written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract, only if required for the successful completion of the job, in any one or more of the following: drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Procuring Agency;

the method of shipment or packing;

the place of delivery; and/or

the Services to be provided by the Supplier.

18.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days





	from the date of the Supplier's receipt of the Procuring Agency's change
	order. But, in no case, the overall impact of the change should exceed
	15% of the contract cost and no provisions of RUDA Procurement
	regulations 2022 (amended) should be violated. Quantity of above-
	mentioned items in Lot 1 & 2 can be increase or decrease any time
	during the contract period as per requirement of RUDA / Purchase order
	issued by Procurement Department
19. Contract	19.1. Subject to GCC Clause 18, no variation in or modification of the
Amendments	terms of the Contract shall be made except by written
	amendment signed by the parties.
20. Assignment	20.1. The Supplier shall not assign the whole of contract to anybody
_	else. However, some parts of contract or its obligations may be
	assigned to sub-contractors with the prior written approval of the
	procuring agency.
21. Sub-	21.1. The Supplier shall notify the Procuring Agency in the Bid of all
contracts	subcontracts to be assigned under this Contract. Such
	notification, in the original Bid or later, shall not relieve the Supplier
	from any liability or obligation under the Contract.
	21.2. Subcontracts must comply with the provisions of GCC Clause
	20.
22. Delays in the	22.1. Delivery of the Goods and performance of Services shall be
Supplier's	made by the Supplier in accordance with the time schedule
Performance	prescribed by the Procuring Agency in the Schedule of
	Requirements.
	22.2. If at any time during performance of the Contract, the Supplier
	or its subcontractor(s) should encounter conditions impeding
	timely delivery of the Goods and performance of Services, the
	Supplier shall promptly notify the Procuring Agency in writing of the
	fact of the delay, its likely duration and its cause(s). As soon as
	practicable after receipt of the Supplier's notice, the Procuring Agency
	shall evaluate the situation and many at its dispretion systemd the
	shall evaluate the situation and may at its discretion extend the
	Supplier's time for performance, with or without liquidated damages, in
	· ·
	Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment
	Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract.
	Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. 22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to
	Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. 22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant
	Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. 22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to
23. Liquidated	Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. 22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages. 23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or
23. Liquidated Damages	Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. 22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages. 23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s)
	Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. 22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages. 23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without
	Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. 22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages. 23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the
	Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. 22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages. 23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the
	Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. 22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages. 23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in SCC of the delivered price of the delayed Goods
	Supplier's time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of Contract. 22.3. Except as provided under GCC Clause 25, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 23, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the imposition of liquidated damages. 23.1. Subject to GCC Clause 25, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Procuring Agency shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the





percentage specified in SCC. Once the maximum is reached, the Procuring Agency may consider termination of the Contract pursuant to GCC Clause 24 along with other remedies available under RUDA Procurement Regulations 2022 (amended).

24. Termination for Default

24.1. The Procuring Agency, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate this Contract in whole or in part:

if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring Agency pursuant to GCC Clause 22;

if the Supplier fails to perform any other obligation(s) under the Contract; or

if the Supplier, in the judgment of the Procuring Agency has engaged in corrupt practices in competing for or in executing the Contract. For the purpose of this clause, corrupt practices will be defined as per RUDA Procurement Regulations 2022 (amended).

24.2. In the event the Procuring Agency terminates the Contract in whole or in part, pursuant to GCC Clause 24.1, the Procuring Agency may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Procuring Agency for any excess costs for such similar Goods or Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22, 23, and 24, the Supplier shall not be liable for forfeiture of its Performance Guarantee, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 25.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Procuring Agency in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes. Both, the Procuring Agency and the Supplier, may agree to exclude certain widespread conditions e.g., epidemics, pandemics, quarantine restrictions etc. from the purview of "Force Majeure".
- 25.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Procuring Agency in writing of such condition and the cause thereof. Unless otherwise directed by the Procuring Agency in writing, the Supplier shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. Any difference of opinion concerning "Force Majeure" may be decided through means given herein below.

26. Termination for Insolvency

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

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27. Termination for Convenience

- 27.1. The Procuring Agency, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Procuring Agency's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- 27.2. The Goods that are complete and ready for shipment (if applicable) within thirty (30) days after the Supplier's receipt of notice of termination shall be accepted by the Procuring Agency on the Contract terms and prices. For the remaining Goods, the Procuring Agency may choose:

to have any portion completed and delivered at the Contract terms and prices; and/or to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Services and for materials and parts previously procured by the Supplier.

28. Resolution of Disputes

- 28.1. After signing the contract or issuance of purchase order, The Procuring Agency and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 28.2. If, after thirty (30) days from the commencement of such informal negotiations, the Procuring Agency and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in SCC. These mechanisms may include, but are not restricted to, conciliation mediated by a third party, adjudication in an agreed and/or arbitration as per Regulation 79 of RUDA Procurement Regulations 2022 (amended) and in accordance with Arbitration Act-1940.

29. Governing Language

29.1. The Contract shall be written in the language specified in SCC. Subject to GCC Clause 30, the version of the Contract written in the specified language shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

30. Applicable Law

30.1. The Contract shall be interpreted in accordance with the laws of Punjab (Pakistan) unless otherwise specified in SCC.

31. Notices

- 31.1. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by any information technology mean for the time being in use and acceptable in ordinary course of business to the other party's address specified in SCC.
- 31.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

32. Taxes and Duties

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





Part-II Section III. Special Conditions of Contract

1. Performance Security (GCC Clause 7)

10% of the Contract Value in the shape of Bank Guarantee from any scheduled bank. Bank Guarantee will be valid for the warranty period of the equipment.

2. Inspections and Tests (GCC Clause 8)

GCC 8.1—Inspection and tests prior to supply of Goods and at final acceptance are as follows: The Procuring Agency or its representative shall have the right to inspect and or to test the supplies at the destination to confirm their conformity to the Contract specifications at no extra cost to the Procuring Agency.

3. Packing (GCC Clause 9)

GCC 9.2 – **Packing & accessories**: The bidder shall deliver the supplies at the destination in scratch-less condition with all the manufacturer supplied accessories.

4. Delivery (GCC Clause 10.1)

The Contractor shall deliver Goods/items within seven (07) days from the receiving of relevant Purchase Order(s) during the period of contract, subsequent to the issuance of Letter of Intent.

5. Payment (GCC Clause 16)

GCC 16.1 & 16.3 —The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment shall be made in Pak. Rupees on completely delivered goods within thirty (30) days of submission of claim supported by the acceptance certificate issued by the Procuring Agency.

6. Prices (GCC Clause 17)

GCC 17.1— The cost of the product shall be subject to the exchange rate that existed at the time of delivery of goods. (less/higher).

The quoted price shall however be subject to variation up to 15% on higher side due to frequent dollar exchange rate. The variation, however, shall be applicable only when the accepted competitive price changes on higher side due to change in dollar exchange rate on higher side.

7. Liquidated Damages (GCC Clause 23)

GCC 23.1—**Applicable rate:** Applicable rate shall not exceed one-half (0.5) percent per week, and the maximum shall not exceed ten (10) percent of the Contract Price after that Procuring Agency may proceed for the termination of contract along-with other remedies available under PPR-14.

8. Resolution of Disputes (GCC Clause 28)

GCC 28.2—The dispute resolution mechanism to be applied pursuant to GCC Clause 28.2 shall be as follows:

In the case of a dispute between the Procuring Agency and the Supplier, the dispute shall be referred to arbitration in accordance with the laws of the Islamic Republic of Pakistan.

9. Governing Language (GCC Clause 29)

GCC 29.1—The Governing Language shall be: English.