



BIDDING DOCUMENT FOR RUDA

Government of the Punjab



HIRING OF FIRM FOR REFILLING OF PRINTER TONER/CARTRIDGES

UNDER FRAMEWORK CONTRACT

(Regulation 15 of RUDA Procurement Regulation 2022 (amended)

TENDER NO: RUDA-FIN-24-5086

Ravi Urban Development Authority (RUDA) 151, Abu Bakar Block, Garden Town Lahore. Pakistan

TEL: +92-42-99333531-6 Web: http://www.ruda.gov.pk





DISCLAIMER

- 1. This bidding document has been prepared and is being floated under RUDA Procurement Regulations 2022 (Amended) for inviting bids for hiring of firm for **Refilling of Printer Toner / Cartridges** and shall be exclusively used by all the prospective bidders only for the purpose as enumerated in the bidding document.
- 2. The bidding document information, evaluation, criteria and draft contract shall be used for selection of 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) qualified as responsive bidder nor shall be deemed to be awarded the contract. 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 Regulations 37 of RUDA Procurement Regulations 2022 (Amended) 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 right of the bidders to selection.





Contents

1. INV	/ITATION TO BIDDERS	6
2. INS	STRUCTIONS TO BIDDERS	6
2.1.	Scope	6
2.2.	Eligibility Criteria	6
2.3.	Operating Laws / Rules	6
2.4.	Publication Mode	6
2.5.	Cost of Bidding Document	7
2.6.	Bidding Procedure	7
2.7.	Opening of the Bid	7
2.8.	Assurance / performance guarantee	8
BIDDING	G DOCUMENTS	8
2.9.	Contents of Bidding Document	8
2.10.	Clarification of Bidding Document	8
2.11.	Amendment in Bidding Documents	9
BID PRE	EPARATION	9
2.12.	Language of Bid	9
2.13.	Documents Comprising the Bid	9
2.14.	Bid Currencies	10
2.15.	Bid Validity	10
2.16.	Format and Signing of Bid	10
2.17.	Sealing and Marking of Bid	10
2.18.	Deadline for Submission of Bids	11
2.19.	Delayed Bid	11
2.20.	Modification and Withdrawal of Bid	11
OPENIN	IG AND EVALUATION OF BIDS	12
2.21.	Opening of Bid	12
2.22.	Clarification of Bids	12
2.23.	Determination of Responsiveness of Bid	12
2.24.	Evaluation and Comparison of Bid	13
2.25.	RUDA's Right to Accept or Reject the Bid	13
AWARD	OF CONTRACT	13
2.26.	Post-qualification and Award Criteria	13
2.27.	Right to Vary Quantities	14





	2.28.	Notification of Contract Award	14
	2.29.	Signing of Contract	14
	2.30.	Performance Security	14
	2.31.	Income Tax, General Sales Tax and Services Tax	14
	2.32.	Blacklisting	14
	2.33.	Forfeiture of Performance Security	15
	2.34.	Termination for Default	15
	2.35.	Force Majeure	15
	2.36.	Dispute Resolution	16
	2.37.	Statutes and Regulations	16
	2.38.	Taxes and Duties	16
	2.39.	Contract Cost	16
	2.40.	Penalty	16
3.	APP	ENDIX – A "Scope of Services"	17
4.	. APP	ENDIX – B "Technical Evaluation Criteria	18
4.	. ANN	IEXURES	19
	ANNEX	(URE – A "Declaration of Commitment"	19
	ANNEX	(URE – B "Technical Proposal Submission Form"	20
	ANNEX	(URE – C "Certificate"	21
	ANNEX	(URE – D "Financial Proposal Submission Form"	22
	ANNEX	(URE – E "Financial Proposal"	23
F	orm of (Contract Agreement	24
G	eneral (Conditions of Contract	25
S	necial (Conditions of Contract	30







The bidders are expected to go through the bidding document and all instruction forms, terms, specification and chart / drawings 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 which are received one week prior to last date of bid submission.





1. INVITATION TO BIDDERS

Ravi Urban Development Authority (**RUDA**) invites sealed bids for Hiring of Firm for Refilling of Printer Toner / Cartridges as per the details provided in this document. The successful bidder shall be obligated to deliver/provide the desired Services to RUDA for a specific timeframe under framework contract modality.

Bidding is open to all interested businesses that are registered with the Income Tax and Sales Tax Department and Punjab Revenue Authority.

2. INSTRUCTIONS TO BIDDERS

2.1. Scope

Ravi Urban Development Authority (RUDA) invites sealed bids for hiring a firm to provide printer toner/cartridge refilling services, as per contractual obligations outlined in Appendix-A: Scope of Services.

2.2. Eligibility Criteria

Eligible Bidder/Tenderer is a Bidder/Tenderer who:

- has a registered/incorporated company/firm in Pakistan.
- Must be registered with Tax Authorities as per prevailing tax rules (Only those firms / companies which are validly registered with sales tax, income tax Department & Punjab Revenue Authority and have sound financial strength can participate).
- has valid Registration of General Sales Tax (GST) / Punjab Services Tax (PST)
 & National Tax Number (NTN) and must be included in Active Taxpayer List.
- has submitted a bid for the complete scope of the work.
- has not been blacklisted and debarred by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan (Submission of undertaking on legal stamp paper is mandatory) for participation in bidding process.
- Conforms to the clause of "Responsiveness of Bid" provided here in this tender document.

2.3. Operating Laws / Rules

RUDA Procurement Regulations 2022 (Amended) shall be the Operative Law which shall be strictly followed and can be downloaded from RUDA website:

https://ruda.gov.pk/legal-framework

2.4. Publication Mode

RUDA website and Print media: As per Regulation 12, this tender is being placed online at RUDA's website as well as being advertised in print media.

The prospective bidders can download the Tender from RUDA's website (http://www.ruda.gov.pk).





2.5. Cost of Bidding Document

Interested bidders can acquire the bidding document from RUDA's Procurement Department located at 151 Abu Bakar, Block Garden Town, Lahore. A non-refundable tender cost of **PKR 10,000/-** is required, payable via Pay Order or Demand Draft in favor of **Ravi Urban Development Authority**. This can be done on any working day (Monday to Friday) during office hours. Alternatively, the document can be downloaded from RUDA's website. Please note, bids will only be accepted if accompanied by a Pay Order or Demand Draft of **PKR 10,000/-** attached to the bidding document.

2.6. Bidding Procedure

Single Stage – Two Envelope Bidding Procedure as stipulated under Regulation 41(2)(b) of RUDA Procurement Regulations 2022 (amended) shall be the operative procedure.

- (i) The bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals.
- (ii) the envelopes shall be marked as "Financial Proposal" and "Technical Proposal".
- (iii) In the first instance, the "Technical Proposal" shall be opened, and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procuring agency.
- (iv) The procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and all acceptance and rejections shall be on the basis of conformity of the proposal to the specified requirement already conveyed to the bidder.
- (v) During the technical evaluation no amendments in the technical proposal shall be permitted.
- (vi) After the evaluation and determining the responsiveness of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted bids, publicly at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period.
- (vii) The financial bids found technically non-responsive shall be returned unopened to the respective bidders; and
- (viii) The lowest evaluated bidder shall be awarded the contract.

2.7. Opening of the Bid

- a) Submission and Opening of Bid:
 - The last date for submission of bid shall be 13 June 2025 by 11:00 AM.
- b) All bids submitted shall be opened after 30 minutes of the submission time on the submission date and venue.

NOTE:

 In case of an official holiday or any local holiday falling on last submission date the next working day will automatically be the last date of submission and opening of the bid.





2.8. Assurance / performance guarantee

The successful bidder shall be required to submit performance guarantee amounting to **10%** of the contract value in the form of CDR/pay order/bank guarantee issued by any scheduled bank of Pakistan in favour of Ravi Urban Development Authority (RUDA).

BIDDING DOCUMENTS

2.9. Contents of Bidding Document

The required bidding procedures involved, and contract terms and conditions are prescribed in the bidding documents. In addition to the invitation of bids, the bidding documents include:

- a) Instructions to bidders
- b) Appendix A Scope of Work
- c) Appendix B Evaluation Criteria
- d) Annexures
- e) General Conditions of Contract
- f) Special Conditions of Contract

The bidder is required to examine all instructions, forms, terms and specifications stipulated in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not substantially responsive to the bidding documents in any respects may result in rejection of the bid.

2.10. Clarification of Bidding Document

The prospective bidders requiring any further information or clarification regarding the bidding document may contact the RUDA designated officer in writing or by visiting at the following address:

DIRECTOR PROCUREMENT RAVI URBAN DEVELOPMENT AUTHORITY 151 ABU BAKAR BLOCK, GARDEN TOWN, LAHORE

TEL: +92-42-99333531-6 E-mail: haroon.rauf@ruda.gov.pk

NOTE:

 All those requests for seeking information / clarification pertaining to the aforementioned procurement process / bidding documents which are received at least 07 days prior to the deadline for the submission of the bid shall be responded.





2.11. Amendment in Bidding Documents

- a) At any time prior to the deadline for submission of bid, RUDA, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder, may modify the bidding document through amendment.
- b) The amendment made shall be part of the bidding document and shall be made available for information of all the prospective bidders in a timely and on equal opportunity basis in a manner similar to that of the original advertisement through addendum / corrigendum.
- c) To afford the prospective bidder reasonable time in which to take the amendment into account in preparing its bid, RUDA may, at its discretion, extend the deadline for the submission of bid.

BID PREPARATION

2.12. Language of Bid

The bid prepared by the bidder and all correspondence and documents relating to the bid exchanged by the bidder and the Client shall be written in the English language. Any printed literature furnished by the bidder if written in another language, provided that this literature is accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

2.13. Documents Comprising the Bid

The evaluation of bid submitted shall be inclusive of, but not limited to, the following documents:

- a. Bid Form
- b. Price Schedule
- c. Bid Security

a. Bid Form

The bidder shall complete the bid form duly signed by the authorized personal along with the stamp of the bidder's organization and all the schedules provided in the bidding documents.

b. Price Schedule

Prices quoted by the bidder shall remain fixed and operative/valid until completion of the services and will not be subject to variation or modification on account of escalation or change in the taxes.

c. Bid Security

The bidder shall furnish as part of its bid, a bid security amounting to **PKR 100,000/-** in the form of Pay Order/CDR issued by any scheduled bank of Pakistan having validity of 90 days, in favor of **Ravi Urban Development Authority**. All unsuccessful bidder's bid security will be released and returned after award of the work.





The successful bidder bid security will be returned upon submission of performance guarantee.

The bid security may be forfeited:

- i. If the bidder withdraws its bid during the period of bid validity specified in the bidding documents.
- ii. if the bidder fails to furnish the performance security/guarantee within the specified time.

2.14. Bid Currencies

Prices shall be quoted in Pak Rupee (PKR).

2.15. Bid Validity

- a) The bid shall remain valid for **90 days** from the closing date of bid submission as stipulated in the bidding document.
- b) Notwithstanding above, RUDA may solicit the bidder's consent to an extension of the period of bid validity. The request and the responses thereto shall be made in writing on either side in any communication medium. If the bidder agrees to the extension request, the validity of the bid security shall also be extended accordingly. The bidder may refuse the request, in that case forfeiture of bid security shall not be affected and the bidder will not be required or permitted to modify its bid.

2.16. Format and Signing of Bid

- a) The Bidder shall be required to submit duly filled and signed original bidding documents.
- b) Only prescribed bid form and schedule shall be used and not to be retyped. The original bid shall be signed by the bidder, or a person duly authorized to sign on behalf of the bidder. Such authorization shall be supported by written power of attorney accompanying the bid. All pages of the bid where entries and amendments have been made shall be initialed by the authorized person signing the bid. The prices quoted in numbers shall also be given in words and in case of any dispute the prices quoted in words shall be preferred.
- c) The bid shall contain no interlineation, erases or overwriting except as necessary to correct errors made by the bidders, in which case such corrections shall be initialed by the bidder or authorized person signing the bid.

2.17. Sealing and Marking of Bid

- a) The bidder shall seal its technical bid in a separate envelope clearly and legibly marked as **Technical Bid**.
- b) The Financial Bid similarly shall be sealed in a separate envelope clearly and legibly marked as **Financial Bid** with a caution not to be opened before the Technical Bid is opened.





- c) Both the sealed envelopes (Technical / Financial) shall be sealed in another envelope clearly and legibly marked as bids for "Refilling of Printer Toner / Cartridges For Ravi Urban Development Authority (RUDA)".
- d) The sealed envelope shall be submitted on the following address and shall only be accepted on production of copy of CDR/pay order amounting to PKR 100,000/- on account of bid security:
- e) In case the bid being submitted through postal/courier services the copy of bid security document must be attached and shall be visibly placed with the bid envelop, the bid however shall not be opened and put up for evaluation if the bid security document found missing in the technical bid envelop.

RAVI URBAN DEVELOPMENT AUTHORITY

151 ABU BAKAR BLOCK, GARDEN TOWN, LAHORE

- f) The main envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case of delayed submission.
- g) Bids sent electronically shall not be entertained.

2.18. Deadline for Submission of Bids

- a) The original bid must be received by RUDA authorized officer / employee at the time specified above.
- b) RUDA may at its discretion extend the deadline for the submission of its bid by amending the bidding document in which case all rights and obligations of RUDA and bidders subject to previous deadline will thereafter be subject to the deadline as extended.

2.19. Delayed Bid

The bids received by RUDA after prescribed date and time shall be rejected forthwith and returned to bidder unopened however any bid received after the closing time but prior to opening of the bids shall to the entire discretion of the Procuring Officer will be accepted or rejected.

2.20. Modification and Withdrawal of Bid

a) The bidder may modify or withdraw its bid after submission of the bid through a written notice for modification or withdrawal and the same is received by RUDA prior to the last date of submission of bid.





- b) No bidder shall be allowed to alter or modify the bid after the closing date for the submission of the bid.
- c) A bid once opened in accordance with the prescribed procedure shall be subject to only those rules, regulations and policies that are in vogue at the time of issuance of notice for invitation of bid.

OPENING AND EVALUATION OF BIDS

2.21. Opening of Bid

- a) The bid shall be opened, on the same date one hour after the bid submission closing time in the presence of bidders or their representatives who choose to be present at the time and date specified, in the office of RUDA at the address given. The bidders or their representatives present at the occasion shall be required to mark their attendance as evidence to bear witness to the bid proceedings.
- b) The bidders name shall be announced and only technical bid on the bid opening date shall be opened. RUDA at its convenience may announce the result of technical bid on the same day or appropriate time shall be announced for declaring the result of technical evaluation. The financial bid shall also be opened on the day when the result of technical evaluation shall be announced. Only those financial bids shall be opened which qualify and emerge responsive technically. All financial bids of bidders which do not technically emerge responsive shall be returned unopened.
- c) The collective result of technical and financial responsiveness of the bids shall form the grading of the bidder as first lowest, second lowest etc.

2.22. Clarification of Bids

To assist in the examination, evaluation and comparison of bid, RUDA may at its discretion ask the bidder for clarification of its bid. All responses to such requests shall be in writing and no change in the price or substance of the bid shall be allowed.

2.23. Determination of Responsiveness of Bid

- 1) Prior to carrying out detailed evaluation and scrutiny of the bid, all bids shall be examined to determine the substantial responsiveness of the bid to the prerequisites mentioned in the bidding documents. A substantially responsive bid shall be the one which:
 - a. Meets the specified eligibility criteria.
 - b. Has been properly signed on the bid form.
 - c. Is accompanied by the required securities and such securities are valid covering the required period.





- d. The technical specifications should meet the major technical criteria as specified in technical specifications / technical bid form of this document.
- e. Fixed price i.e., the bid does not offer a scalable price quotation
- f. Is otherwise complete and generally in order.
- g. Conforms to all the terms, conditions and specifications of the bidding documents without material deviation or reservation. A material deviation or reservation is one that:
 - i. Affects any substantial change in scope, quality or performance of the services or
 - ii. Limits in any substantial way, inconsistent with the requirement of the bidding document, the client rights or the bidder's obligation under the contract
- 2) The bidder's responsiveness shall be based on the contents of the bids itself without recourse to extrinsic evidence.
- 3) The bid determined as not substantially responsive shall be rejected by RUDA and shall not be allowed to be made responsive subsequently by the bidder by correction, modification or withdrawal of the nonconforming deviation or reservation.
- 4) RUDA possesses the right to waive any minor infirmity / non-conformity / irregularity in the bid.

2.24. Evaluation and Comparison of Bid

RUDA will evaluate and compare the bids previously determined to be substantially responsive.

2.25. RUDA's Right to Accept or Reject the Bid

RUDA in terms of Regulation 37 of RUDA Procurement Regulations, 2022 (Amended) reserves the right to reject all the bids and annul the bidding process at any stage of bidding process prior to the award of the contract without thereby incurring any liability to the bidder or any obligation to inform the bidder(s) as to justification for such rejection.

AWARD OF CONTRACT

2.26. Post-qualification and Award Criteria

- a) RUDA will determine at its satisfaction whether the bidder has offered the services at reasonable prices consistent with the current prevailing market prices and is qualified to satisfactorily perform the contract.
- b) An affirmative determination will be prerequisite for award of the contract to the bidder. Any negative determination will result in the rejection of the bidders bid. RUDA will award the contract to the bidder if its bid has been determined to be substantively responsive to the bidding documents and consistent with the current market prevailing prices as determined by RUDA provided further the bidder is determined to be qualified to satisfactorily perform the contract.





2.27. Right to Vary Quantities

RUDA reserves the right to increase or decrease the quantum of the services to be procured without any change in unit price or other terms and conditions.

2.28. Notification of Contract Award

- a) Prior to the expiration of the period of bid validity, RUDA will notify the bidder in writing by registered letter that its bid has been accepted. Such correspondence shall be termed as **LETTER OF ACCEPTANCE**.
- b) The notification of award of contract shall constitute the formation of contract until the contract has been affected.

2.29. Signing of Contract

- a) After the acceptance of performance security by RUDA, the successful bidder shall be sent a formal agreement format (already provided in the bid document) incorporating all the terms and conditions therein.
- b) Within 05 days of receipt of such formal agreement signing call, the bidder / service provider shall be required to sign the same and return it to RUDA.

2.30. Performance Security

Upon receipt of letter of acceptance (LOA) from RUDA, the successful bidder shall be required to deposit **10%** of the contract value as **performance security/guarantee** in the form of CDR/pay order / bank guarantee issued by any scheduled bank of Pakistan in favour of **Ravi Urban Development Authority**.

2.31. Income Tax, General Sales Tax and Services Tax

RUDA may carry out verification to confirm the veracity of declaration of the bidder of being registered with Income Tax, Sales Tax Departments and Punjab Revenue Authority or any other relevant registration document.

2.32. Blacklisting

- a) If the bidder fails / delays in performance of any of the obligations, under the Contract, violates any of the provisions of the Contract, commits breach of any of the terms and conditions of the Contract, RUDA may in terms of Regulation 21/23 of RUDA Procurement Regulations 2022 (Amended) at any time, without prejudice to any other right of action / remedy, blacklist the bidder, either indefinitely or for a stated period, for future participation in procurement processes in public sector.
- b) If the bidder is found to have engaged in corrupt or fraudulent practices in competing for the award of contract or during the execution of the contract, RUDA may in terms of Regulation 21/23 of RUDA Procurement Regulations 2022 (Amended) at any time, without prejudice to any other right of action / remedy, blacklist the bidder, either indefinitely or for a stated period, for future participation in procurement processes in public sector besides RUDA may simultaneously get a case register against the bidder under section 420,468,469 of PPC Act 1860.





2.33. Forfeiture of Performance Security

If the bidder fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract, RUDA may, without prejudice to any other right of action / remedy may forfeit Performance Security of the Bidder. Failure to supply required services within the specified time period will invoke penalty as specified in this document. In addition to that, Performance Security amount will be forfeited, and the company will not be allowed to participate in future tenders as well.

2.34. Termination for Default

- a) If the bidder fails / delays in performance of any of the obligations, under the Contract / violates any of the provisions of the Contract / commits breach of any of the terms and conditions of the Contract, RUDA may, at any time, without prejudice to any other right of action / remedy it may have, by written notice served upon the bidder with a copy to the Client, indicating the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the bidder. Provided that, if the procuring agency condition the termination with some timeline to remove the default, the termination shall automatically start activated without any notice on or after expiry of such timeline.
- b) If RUDA terminates the Contract for default, in whole or in part, RUDA may procure, upon such terms and conditions and in such manner as it deems appropriate, Services / Works, similar to those undelivered, and the bidder shall be liable to RUDA for any excess costs for such similar Services / Works. However, the bidder shall continue performance of the Contract to the extent not terminated in case of part termination.
- c) If the bidder becomes bankrupt or otherwise insolvent, RUDA may, at any time, without prejudice to any other right of action / remedy may have, by written notice served upon the bidder, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the bidder.
- d) RUDA may, at any time, by written notice served upon the bidder, terminate the Contract, in whole or in part, for its convenience, without any compensation to the bidder.

2.35. Force Majeure

- a) The bidder shall not be liable for Liquidated Damages (LD), forfeiture of its Performance Security, blacklisting for future tenders, termination for default, if and to the extent its failure / delay in performance / discharge of obligations under the Contract whatever the status be, is the result of an event of Force Majeure.
- b) If a Force Majeure situation arises, the Bidder shall, by written notice served to RUDA, indicate such condition and the cause thereof. Unless otherwise directed by RUDA in writing, the bidder shall continue to perform under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.





2.36. Dispute Resolution

RUDA and the bidder shall make every effort to amicably resolve, by direct informal negotiation, any dis-agreement or dispute arising between them under or in connection with the Contract. In case of failure, the decision of CEO RUDA shall be final and biding on both the parties.

2.37. Statutes and Regulations

- a) The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
- b) The bidder shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Federal, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep RUDA indemnified against all penalties and liability of any kind for breach of any of the same.
- c) Subject to Section 56(d) of Specific Relief Act 1877, The Courts at Lahore shall have the exclusive territorial jurisdiction in respect of any dispute or difference of any kind arising out of or in connection with the Contract.

2.38. Taxes and Duties

The Bidder shall be entirely responsible for all taxes, duties and other such levies imposed, make inquiries on Income Tax / Sales Tax and Services Tax to the concerned authorities of Income Tax, Sales Tax Department, Punjab Revenue Authority Government of Pakistan and Government of the Punjab, whatever so applicable.

2.39. Contract Cost

The Bidder shall bear all costs / expenses associated with the preparation of the Contract and RUDA shall in no case be responsible / liable for those costs / expenses.

2.40. Penalty

- a) In case of delay in the accomplishing the task beyond the completion time, the service provider shall be liable to pay liquidated damages.
- b) Penalty(s) shall be deducted from the invoice/payment submitted by the service provider.
- c) Delay due to reasons beyond the control of service provider (Force Majeure) will not constitute as delay on the part of service provider.
- d) Time shall be the essence in relation to task completion date, non-compliance of which may result in penalty as stated above.





3. APPENDIX - A "Scope of Services"

Sr. No	Printer Type	Printer Model No.	Toner Model No.	No. of refilling Required
1	Color & Black	MFP M-479 FDW	HP 415-A	58
2	Black	MFP 135 W	HP 107A	7
3	Black	HP 404	HP 59A	13
4	Black	MFP M-26 NW	HP 79A	5
5	Black	MFP M28W	HP 655-A	4
6	Color & Black	MFP 178NW	HP 119A	10
7	Color & Black	HP MFP-M283 FDW	HP 207-A	5
8	Black	M 404 DW	HP 76A	3
9	Color & Black	HP DESIGNER T630	HP 712 (Plotter)	4
10	Color & Black	HP CP5225	HP 307A	3

Note:

- The bidder shall, if required, provide a single specimen sample of their respective quoted items to RUDA at no additional cost.
- The bidder must enclose duly filled technical specification sheets containing all required information, within their technical bid.
- Bidders are requested to provide financial proposals that include refilling with a chip.





4. APPENDIX - B "Technical Evaluation Criteria

RUDA invites sealed bids from technically/financially sound firms /organizations registered with sales tax, income tax departments and Punjab Revenue Authority having National Tax Number (NTN) for provision of services for Refilling of Printer Toner / Cartridges.

1. Legal (Mandatory)

- a. Valid Income Tax Registration *Registered for at least last three (03) years.
- b. Valid Sales Tax Registration (Status = Active with FBR)
- c. Single Undertaking covering following aspects:
 - i. Submission of undertaking that the firm is not blacklisted by any of Provincial or Federal Government Department, anywhere in Pakistan.
 - ii. In full compliance of the Execution Schedule as per requirement.

2. Past Experience (Mandatory)

(i) Possessing verifiable experience in executing at least three similar projects within the past five years, as evidenced by relevant purchase orders or contracts.

Note:

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

3. 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) The evaluation of the Financial Proposal will be carried out in accordance with the RUDA Procurement Regulations 2022 (amended). The contract shall be awarded to the bidder with the lowest evaluated proposal.
- (iii) 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 bidder shall be bound to adjust the same in the Financial Proposal.
- (iv) In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
- (v) 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 Acceptance (LOA) till termination of the signed contract in this regard.

Note

- The contract period will be 1 year (further extendable on mutual consent).
- Bidders are required to quote against each category of services required.





4. ANNEXURES

ANNEXURE – A "Declaration of Commitment"

(TO BE SUBMITTED ON COMPANY LETTER HEAD)

To:	Executive Director Procurement Ravi Urban Development Authority, Lahore
Sul	bject:
De	ar Sir,
the	ving examined the tender document and annexures we, the undersigned, in conformity with said document, offer to provide the said services on the terms and conditions to be signed on the award of contract for the sum indicated in our financial proposal.
A.	We hereby undertake that, if our proposal is accepted, we will provide the specified items/services as outlined in the contract within the agreed timeframe, commencing from the date of receipt of the notification of award from the Procuring Agency.
B.	We agree to be bound by the terms of this proposal for the duration of [insert required period] from the date of bid opening. This proposal shall remain valid and binding upon us and may be accepted at any time before the expiration of the specified period.
C.	We commit to carry out a formal contract in the format to be communicated by RUDA, incorporating all agreed-upon terms, with necessary modifications or additions as required to align with standard contractual practices.
D.	We acknowledge that RUDA is not obligated to accept the lowest bid, or any bid received.
E.	Furthermore, we understand that the Procuring Agency is not required to provide reasons for bid rejection and shall not bear any expenses incurred by us in the bidding process.
Au	thorized Signatures with Official Seal





ANNEXURE – B "Technical Proposal Submission Form" (TO BE SUBMITTED ON COMPANY LETTER HEAD)

To: Executive Director Procurement Ravi Urban Development Authority, Lahore

Dear Sir,

We, the undersigned, offer to provide the (**insert title of assignment**) in accordance with your Tender Document dated (**insert date**) and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under separate envelope.

We undertake, if our Proposal is accepted, to provide related to the assignment.

We also confirm that the Government of Pakistan / Punjab has not declared us, or any, ineligible on charges of engaging in corrupt, fraudulent, collusive or coercive practices. We, furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and we are aware of the relevant provisions of the Proposal Document.

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

We remain,

Yours sincerely,

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





ANNEXURE – C "Certificate"

(To be submitted on Letterhead)

dated, for Hiring	ad carefully all the Clauses of the advertised Tender Notice of Firm for Refilling of Printer Toner / Cartridges for Ravi							
Urban Development Authority . We hereby agree to abide all the Instructions, Terms & Conditions mentioned in the Tender Notice and Tender/Bidding Documents.								
Name								
In the Capacity of								
Signature								
Duly authorized to sign the Bid for and on behalf of								
Stamp								
Date								
Contact Number								
E-Mail Address								
	,							





ANNEXURE – D "Financial Proposal Submission Form" (TO BE SUBMITTED ON COMPANY LETTER HEAD)

To: Executive Director Procurement
Ravi Urban Development Authority, Lahore

Name and Designation of Signatory

Name of Firm Address

Dear Sir,
We, the undersigned, offer to provide the (Insert title of assignment) in accordance with your
TENDER DOCUMENT No dated (insert date). Our attached Proposal is for the sum
of (insert amount in words and figures). This amount is inclusive of all taxes.
Our Proposal shall be binding upon us up to expiration of the validity period of the Proposal,
i.e., before the date indicated in of the Tender Document.
We also declare that the Government of Pakistan / Punjab has not declared us blacklisted 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.
We remain,
Yours sincerely,
Authorized Signature
(In full and initials)





ANNEXURE – E "Financial Proposal"

(TO BE SUBMITTED ON COMPANY LETTER HEAD)

RATES PER ITEM

Sr. No	Item Name	Items Specification	Brand	No. of Refills Required	Price per Unit (Incl. all Tax) PKR	Total Cost (No. of Units * Per Unit Price Incl. of Taxes	
1	Printer Toner	415-A complete set	HP	58			
2	Printer Toner	655-A	HP	4			
3	Printer Toner	59-A	HP	13			
4	Printer Toner	307-A complete set	HP	3			
5	Printer Toner	712 complete set	HP	4			
6	Printer Toner	107-A	HP	07			
7	Printer Toner	119-A Complete set	HP	10			
8	Printer Toner	79-A	HP	5			
9	Printer Toner	207-A complete set	HP	05			
10	Printer Toner	76-A	HP	03			
	Total (Inclusive of applicable taxes)						

Note:

1	In case of discrepa	ancy between	unit price a	and total	the unit n	rice shall	prevail
	III CASC OI GISCICE			ii ia totai.	ti io di iit bi		

- 2. Prices must be quoted for all items.
- 3. RUDA reserves the right to increase or decrease the quantum of the services to be procured without any change in unit price or other terms and conditions.

Total Cost (In Words) PKR	
Authorized Person Signature	
Authorized Person Name	
Company Stamp	
Date	





Form of Contract Agreement

		k agreement i					day of _.				
		Ravi Urban	Developn		•	overnm	ent of the	e Punja	b (Her	ein after o	alled
RUDA)	of	the	one	•	and	111	D:- - \	NOW	TILLO	ACDEEN	oi Table
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		signed to the		•					-	a. o . o o p o o	
		e following d								trued as pa	art of
		s agreement,								•	
	(a)	The RUDA	notification	n to the bid	lder of	award c	of contract	(Letter	of Acc	eptance);	
	(b)	The form of	bid and th	ne price sc	hedule	s submi	itted by th	e biddei	s;		
	٠,	The Genera									
	. ,	The schedu	•	Other than	price s	chedule	e);				
	. ,	Appendix to									
		Specificatio									
	(g)	Drawings if	any.								
	This co	ontract shall	take prece	edence ov	er all d	ther co	ontract do	cument	s. In th	ne event o	f any
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	the ord	ler listed abo	ve.								
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	execut	ed contract a	greement	are subjec	t to cha	ange.					
	The R	UDA covena	nts to pa	y the bidd	er in d	onside	ration of	the pro	vision	of "Satisfa	ctory
		es" and reme		*							-
	payabl	e under the p	provisions	of the cont	tract at	the time	e and in t	he mani	ner pre	scribed an	y the
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	(Name	, Title and Ac	ldress)					(Name	e, Title	and Addre	ss)





General Conditions of Contract

1.1 Definitions	1.1 Unless the context otherwise requires, the following terms
1.1 Deminitions	whenever used in this Contract have the following meanings:
	a) "Contract" means the Contract signed by the Parties, to which
	these General Conditions of Contract (GCC) are attached,
	together with all the documents listed in Clause 1 of such
	signed Contract; b) "Contract Price" means the price to be paid for the performance
	of the Services, in accordance with Clause 6;
	c) "Government" means the Government of Pakistan;
	d) "GCC" means the General Conditions of Contract contained in
	this section. e) "SCC" means the Special Conditions of Contract.
	f) "Party" means the RUDA or the Service Provider, as the case
	may be, and "Parties" means both of them;
	g) "Personnel" means persons hired by the Service Provider or by
	any Subcontractor as employees and assigned to the performance of the Services or any part thereof;
	h) RUDA means "As specified in SCC"
	i) "Service Provider" means Service Provider operating in
	Pakistan under Insurance Regulatory Framework whose Bid to
	provide the Insurance Services has been accepted by the RUDA;
	j) "Service Provider's Bid" means the complete Bidding
	Document submitted by the Service Provider to RUDA;
	 k) "The Procuring Agency's Country" is Islamic Republic of Pakistan.
	I) "Day" means calendar day.
1.2 Applicable	The Contract shall be interpreted in accordance with the laws of the
Law	Islamic Republic of Pakistan.
1.3 Language	This Contract has been executed in English language, which shall be
	the binding and controlling language for all matters relating to the
4.4.11	meaning or interpretation of this Contract.
1.4 Notices	Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered
	in person to an authorized representative of the Party to whom the
	communication is addressed, or when sent by registered mail or
	facsimile to such Party at the address specified in the SCC.
1.5 Location	The services shall be carried out at RUDA Headquarters or its field
	offices in Lahore, Punjab, Pakistan.
1.6 Authorized	Any action required or permitted to be taken, and any document
Representatives	required or permitted to be executed, under this Contract by the RUDA
	or the Service Provider may be taken or executed by the officials
4 1 1 2	specified in the SCC.
1.7 Inspection and Audit by	The Service Provider shall permit, the persons appointed by RUDA to
RUDA	inspect the Offices, Service Provider Centers, Materials and/or the
-	accounts and records relating to the performance of the Contract and





	the submission of the Bid, and to have such accounts and records
1.8 Taxes and	audited by auditors appointed by RUDA. The Service Provider and their Personnel shall pay such taxes, duties,
Duties	fees, and other impositions as may be levied under the Applicable
2 0.0.00	Law, the amount of which is deemed to have been included in the
	Contract Price.
2.1 Effectiveness	This Contract shall come into effect on the date the Contract is signed
of Contract	by both parties and /or such other later date as may be stated in the
	scc.
2.2	The Commencement of the Contract Services shall be from the date
Commencement of Services	of signing of contract by both parties.
2.3 Contract	Unless terminated earlier pursuant to Sub-Clause 2.6, the Contract
Completion Date	shall be valid for the period of three years from the date of signing of
	the Contract. However, yearly renewal is required on the basis of
	satisfactory performance of the Service Provider by the Client.
2.4 Modification	Modification of the terms and conditions of this Contract, including any
	modification of the scope of the Services or of the Contract Price, may
	only be made by written agreement between the Parties.
2.5 Force Majeure	2.5.1 Definition
	For the purposes of this Contract, "Force Majeure" means an event
	which is beyond the reasonable control of a Party, and which makes
	a Party's performance of its obligations under the Contract impossible
	or so impractical as to be considered impossible under the
	circumstances. 2.5.2 No Breach of Contract
	The failure of a Party to fulfill any of its obligations under the contract
	shall not be considered to be a breach of, or default under, this
	Contract insofar as such inability arises from an event of Force
	Majeure, provided that the Party affected by such an event
	(a) has taken all reasonable precautions, due care and reasonable
	alternative measures in order to carry out the terms and conditions of
	this Contract, and
	(b) has informed the other Party as soon as possible about the
	occurrence of such an event.
	2.5.3 Extension of Time
	Any period within which a Party shall, pursuant to this Contract,
	complete any action or task, shall be extended for a period equal to
	the time during which such Party was unable to perform such action
	as a result of Force Majeure.
2.6.1 Termination	RUDA may terminate this Contract, by not less than thirty (30) days'
	written notice of termination to the Service Provider, to be given after
	the occurrence of any of the events specified in paragraphs (a)
	through (c) of this Clause 2.6.1:
	a) if the Service Provider does not remedy a failure in the





performance of its obligations under the Contract, within thirty (30) days after being notified or within any further period as RUDA may have subsequently approved in writing;

- b) if the Service Provider become insolvent or bankrupt;
- if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- d) if the Service Provider, in the judgment of RUDA has engaged in Fraud and Corruption in competing for or in executing the Contract. Then, RUDA shall terminate the contract immediately and shall take all necessary legal actions as may be required under the situation.

2.6.2 Payment upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1, RUDA shall make the following payments to the Service Provider:

- a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination.
- b) Except in the case of termination pursuant to paragraphs (a), (b),
 (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3.1 General

The Service Provider shall perform the Services in accordance with the descriptions provided at Appendix-A (Scope of Work/TORs) and the Services Provider's Bid to carry out its obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to RUDA, and shall at all times support and safeguard RUDA's legitimate interests.

3.2 Conflict of Interests

3.2.1 Service Provider Not to Benefit from Commissions and Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration in connection with this Contract or the Services, and the Service Provider shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional remuneration.





	3.2.2 Service Provider and Affiliates Not to be Otherwise Interested in Project The Service Provider agree that, during the term of this Contract the Service Provider and its affiliates, shall be disqualified for participating
	in another contract which creates a Conflict-of-Interest situation.
3.3 Confidentiality	The Service Provider and the Personnel of either of them shall not, either during the term or after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or RUDA's business or operations without the prior written consent of RUDA.
3.4 Insurance to be Taken Out by the Service Provider	The Service Provider shall take out and maintain, and shall cause its affiliates to take out and maintain (as the case may be) at their own cost insurance against the risks including third party motor vehicle, third party liability, RUDA's liability and workers' compensation, 100 % professional liability and loss or damage to equipment and property.
3.5 Service Provider's Actions Requiring RUDA's Prior Approval	 The Service Provider shall obtain RUDA's prior approval in writing before taking any of the following actions: a) entering into a subcontract for the performance of any part of the Services, b) changing the Program of activities; c) Changing any written instructions or the procedures set out in this contract.
3.6 Reporting Obligations	The Service Provider shall submit to RUDA the reports and documents specified in Appendix A in the form, in the numbers, and within the periods set forth in the said Appendix.
3.7 Documents Prepared by the Service Provider to Be the Property of RUDA	All plans, reports, and other documents submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of RUDA, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and reports to RUDA, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and reports. Restrictions about the future use of these documents, if any, shall be specified in the SCC.
3.8 Liquidated Damages	The Service Provider shall pay liquidated damages to RUDA at the rate per day stated in the SCC for each day beyond the Claim Settlement Period.
	3.8.1 Payments of Liquidated Damages The Service Provider shall pay liquidated damages to RUDA at the rate per day stated in the SCC for each day beyond the agreed claim settlement period. The total amount of liquidated damages shall not exceed the amount defined in the SCC. The payment of the liquidated damages shall be deducted from the Performance Guarantee of the





	Service Provider or at the clearance of his invoices. Payment of liquidated damages shall not affect the Service Provider's liabilities.
3.9 Performance Security	The Service Provider shall provide the Performance Security to RUDA no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and acceptable to RUDA. The details are specified in the SCC.
3.10 Fraud and Corruption	RUDA requires compliance with the RUDA Procurement Regulations 2022 (Amended) definition of Corruption and Fraudulent as set forth in RUDA Procurement Regulations 2022 (Amended). RUDA requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include at least the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.
4.1 Change in the Applicable Law	If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the Contract Price shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Sub-Clause 5.2 (a).
4.2 Services and Facilities	RUDA shall make available to the Service Provider the Services and Facilities if such are listed under (Scope of Services).
5.1 Lump-Sum Remuneration	The Service Provider's remuneration shall not exceed the agreed Contract Price. This amount is fixed and inclusive of all costs, overheads, profits, and any applicable indirect taxes incurred by the Service Provider in performing the Services outlined in Appendix A.
5.2 Contract Price	(a) The price payable is set forth in the SCC.
5.3 Terms and Conditions of Payment	Payments will be made to the Service Provider according to the payment schedule stated in the SCC.
6.1 Identifying Defects	The principle and modalities of Inspection of the Services by RUDA shall be as indicated in the Appendix A (Scope of Services). RUDA shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. RUDA may instruct the Service Provider to search for a Defect and to uncover and test any service that RUDA considers may have a Defect.
7.1 Amicable Settlement	The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation. In the case of a dispute between RUDA and the Supplier, the dispute shall be addressed and settled in accordance with the Standard Operating Procedures devised by RUDA to this effect besides invoking provision of RUDA Procurement Regulations 2022 (Amended) and the relevant laws of the Islamic Republic of Pakistan.





Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The contract name is "Hiring of Firm for Refilling of Printer Toner / Cartridges"
1.1(h)	"Ravi Urban Development Authority Government of Punjab".
1.1(i)	The Service Provider is
1.2	The Applicable Law is: Islamic Republic of Pakistan
1.4	The addresses are: RUDA: 151, Abu Bakar Block, Garden Town Lahore Attention: Deputy Director ICT IT Wing RUDA Tel: +92-42-99333531-6
	Service Provider: Attention: Telex:
1.6	The Authorized Representatives are: For RUDA: (To be Nominated by RUDA) For the Service Provider:
2.1	The date on which this Contract shall come into effect is "the date of signing of the contract by both the parties".
2.2	The Contract Completion Period is one year from the date of signing of the Contract however, yearly renewal is required on the basis of satisfactory performance of the Service Provider.
3.7	The proprietary will rest with RUDA. Both parties will keep the record/data strictly confidential. If a Service Provider is found involved in malpractice regarding secrecy during the paper making, conducting test, misconduct and damages suffered by the Services Provider, in case of such incident the Service Provider will be liable to penalty and forfeiture of the performance guarantee and any other legal action prescribed under law.
3.8	If the vendor fails to deliver refilled toner cartridges within the agreed timeframe of 2 days, a penalty of PKR 2000 per day will be imposed for each delayed cartridge. Additionally, if the refilled toner causes printer malfunctions due to poor quality, the vendor will be liable for repair costs up to 10,000 per affected printer.
3.8.1	The Service Provider shall pay liquidated damages to RUDA at the rate defined under the Insurance Ordinance 2000 and such other instructions of the Insurance Regulator in Pakistan per day beyond the claim settlement period. The maximum number of liquidated damages for the whole contract is 10% (percent) of the total Contract Price.
3.9	The Service Provider shall provide the Performance Security to RUDA not later than the date specified in the





	Letter of Acceptance. The Service Provider shall furnish Performance Guarantee amounting to 10 % of the value of the contract/bid in shape of unconditional Bank Guarantee as per the format provided in the bidding document, from any schedule Bank of Pakistan. 2) The Bid Security submitted by the Service Provider shall be returned to the Service Provider upon submission of Performance Guarantee and upon confirmation (in writing) of genuineness of the same from the issuing bank. 3) Failure to provide a Performance Guarantee by the Service Provider is sufficient ground for annulment of the award and forfeiture of Bid Security.
5.2	The Contract Price is:
5.3	Payments shall be made according to the following manner:
	The Service Provider shall submit a monthly invoice for the services rendered, specifying the number of cartridges refilled during the month. The invoice will be processed upon acknowledgment and verification by the concerned department.