## STANDARD BIDDING DOCUMENT FOR PROCUREMENT OF DIFFERENT STORE ITEMS (YEAR 2023 - 24)



# GOVERNMENT OF THE PUNJAB

Office of the Prosecutor General Punjab Lahore

Standard Bidding Document - Procurement of Different Store Items for The Year 2023-24

Government of the Punjab, Office of the Prosecutor General Punjab Lahore

## **Table of Contents**

1.	Invitation t	to Bid	3
2.	Bidding De	etails (Instructions to Bidders)	3
		ND CONDITIONS OF THE TENDER	
3.	Definitions	S	5
4.	Headings a	and Titles	<i>6</i>
5.	_		
6.		ope	
7.	Tender Eli	gibility/Qualification Criteria	<i>6</i>
8.		ost	
9.		ure	
10.	Examination	on of the Tender Document	
11.		on of the Tender Document	
12.	Amendmei	nt of the Tender Document	
13.	Preparation	n / Submission of Tender	
14.		ce	
15.	Bid Securi	ty	9
16.	Tender Va	lidity	9
17.	Modification	on / Withdrawal of the Tender	9
18.	Opening of	f the Tender	10
19.	Clarification	on of the Tender	10
20.	Determinat	tion of Responsiveness of the Bid (Tender)	10
21.		of errors / Amendment of Tender	
22.	TECHNIC	CAL EVALUATION CRITERIA	11
23.	FINANCIA	AL PROPOSAL EVALUATION	11
24.	Rejection /	/ Acceptance of the Bid	12
25.	Award Cri	teria	13
26.	Acceptance	e Letter	13
27.	Performan	ce Security	13
27.	Schedule o	of Delivery	13
28.	Award of C	Contract	13
28.	Redressal	of grievances by the procuring agency	14
ANN	EXURE-A	List of items with specifications to be procured	<u>15</u>
ANN	EXURE-B	Technical proposal submission form	
ANN	<b>EXURE-C</b>	Financial proposal submission form	<u>22</u>
ANN	<b>EXURE-D</b>	Price Schedule Format	23

#### **Bid Form**

**Estimated Price for purpose of Bid Security** 

**Sample of Contract** 

**Tender Notice** 

#### **Important Note:**

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

#### Applicability of Punjab Procurement Rules, 2014

This Bidding Process will be governed under Punjab Procurement Rules, 2014, as amended from time to time and instructions of the Government of the Punjab received during the completion of the project.

#### 1. Invitation to Bid

#### 1.1 PPRA Rules to be followed

Punjab Procurement Rules, 2014 will be strictly followed. These may be downloaded from PPRA's website <a href="http://ppra.punjab.gov.pk">http://ppra.punjab.gov.pk</a> In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules, 2014.

#### 1.2 Mode of Advertisement(s)

As per Rule 12(1&2), this Tender is being placed online at PPRA's website.

The bidding document carrying all details can be downloaded from PGP's website <a href="http://www.pg.punjab.gov.pk">http://www.pg.punjab.gov.pk</a> and PPRA's website <a href="www.ppra.punjab.gov.pk">www.ppra.punjab.gov.pk</a> for information only. All prospective bidders are required to register themselves with the Assistant Director (F&B), O/o PGP after payment or depositing an amount of **Rs.1,000**/- in Government of the Punjab account.

#### 1.3 Type of Open Competitive Bidding

As per Rule 38(2)(a), Single Stage - Two Envelope Bidding Procedure shall be followed. The said procedure is reproduced as follows:

- (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 shall reject any proposal which does not conform to the specified requirements;
- (v) during the technical evaluation no amendments in the technical proposal shall be permitted;
- (vi) after the evaluation and approval 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 nonresponsive shall be returned un-opened to the respective bidders; and
- (viii) The lowest evaluated bidder shall be awarded the contract.

#### 2. Bidding Details (Instructions to Bidders)

All bids must be accompanied by Bid Security, as per provisions of this tender document clause "Bid Security" of this document in favor of "**PROSECUTOR GENERAL PUNJAB**". The bids along with the Security, Tender Forms, Affidavits, etc., must be delivered into the Tender Box, placed in the office of the Prosecutor General Punjab, 1<sup>st</sup> Floor Kasuri Tower, 4-Fane Road Lahore on or before 02:00 PM on [**02**<sup>nd</sup> **October**, **2023**]. The Technical bids shall be publicly opened on the same

day at 02:30 PM on [02<sup>nd</sup> October, 2023]. In case the last date of bid submission falls in / within the official holidays / weekends, the last date for submission of the bids shall be the next working day. The bidder shall submit bids which comply with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding "Determination of Responsiveness of Bid" and "Rejection / Acceptance of the Tender" for making their bids substantially responsive to the requirements of the Bidding Document.

It will be imperative for each Bidder(s) to familiarize itself/ themselves with the prevailing socioeconomic, political, and legal situation for the execution of contract. Purchaser shall not entertain any request for clarification from the Bidder regarding such aspects of submission of the Bid.

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

The Bidder shall be deemed to have satisfied itself fully before Bid as to the correctness and sufficiency of its Bids for the contract and price/cost quoted in the Bid to cover all obligations under this Bid Process.

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

The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser. The purchaser reserves the right of inspection of supplied items at any place, bidder premises or at the desired / specified place.

The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

#### **Primary Contact**

Assistant Director (B&F) / DDO Office of the Prosecutor General Punjab Phone.042-99214868, 0300-4578223 1st Floor, Kasuri Tower, 4-Fane Road Lahore

#### **Secondary Contact**

Deputy Director (B&F)
Office of the Prosecutor General Punjab
Phone.042-99211058, 0300-4100745
1st Floor, Kasuri Tower, 4-Fane Road Lahore

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact, all queries should be communicated via the Primary Contact and in writing only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

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

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

Failure to supply required items/services within the specified time period will invoke penalty as specified in this document.

#### TERMS AND CONDITIONS OF THE TENDER

#### 3. Definitions

- 3.1 In this document, unless there is anything repugnant in the subject or context:
- 3.2 "**Authorized Representative**" means any representative appointed, from time to time, by the Purchaser or the Contractor / Bidder.
- 3.3 "Availability and Reliability" means the probability that suppliers shall be operationally ready to perform its function when called upon at any time.
- 3.4 "Bidder/Tenderer" means the interested Firm/Company/Supplier/Distributors/ individual / AOP that may provide or provides the Stationery Items, Printing & Publications, Computer Stationery, Electrical, Crockery, Toiletry Items and related services to any of the public/private sector organization under the contract and have registered for the relevant business thereof.
- 3.5 "Commencement Date of the Contract" means the date of signing of the Contract between the Purchaser and the Contractor.
- 3.6 "Contract" means an agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 3.7 "Contractor / Vendor" means the Bidder whose Bid has been accepted and awarded Letter of Acceptance for a specific item followed by the Contract signed by the Purchaser.
- 3.8 "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 3.9 "**Defects Liability Expiry Certificate**" means the certificate to be issued by the purchaser to the Contractor, in accordance with the Contract.
- 3.10 "**Day**" means calendar day.
- 3.11 "**Defects Liability Period**" means the warranty period following the taking over, during which the Contractor is responsible for making good, defects and damage in Goods and Services provided, under the Contract.
- 3.12 "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Purchaser in its sovereign capacity, wars, revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 3.13 "Goods" means Stationery Items, Printing & Publications, Computer Stationery, Electrical, Crockery, Toiletry Items which the Contractor is required to supply to the Purchaser under the Contract.
- 3.14 **"Person"** includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 3.15 "**Prescribed**" means prescribed in the Tender Document.
- 3.16 "Purchaser" means the office of the Prosecutor General Punjab or any other person for the time being or from time to time duly appointed in writing by the Purchaser to act as Purchaser for the purposes of the Contract.
- 3.17 "Origin" shall be considered to be the place where the Goods are produced or from where the Services are provided. Goods are produced when, through manufacturing, processing or assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 3.18 "Services" means installation, configuration, deployment, commissioning, testing, training, support, after sale service, etc. of Goods and other such obligations which the Contractor is required to provide to the Purchaser under the Contract.
- 3.19 "Works" means work to be done by the Contractor under the Contract.
- 3.20 **"Eligible"** is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan

#### 4. Headings and Titles

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

#### 5. Notice

- 5.1 In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor and the Purchaser, the same shall be:
- 5.1.1 in writing;
- 5.1.2 issued within reasonable time;
- 5.1.3 served by sending the same by courier or registered post to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- 5.1.4 The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

#### 6. Tender Scope

Prosecutor General Punjab (PGP), (hereinafter referred to as "the Purchaser") invites / requests Proposals (hereinafter referred to as "the Tenders") for supply, of different store items "Stationery, Printing & Publication, Computer Stationery, Crockery, Electrical, Lubricants, Auto Parts and Toiletry Items etc.)").

#### 7. Tender Eligibility/Qualification Criteria

- 7.1 Eligible Bidder/Tenderer is a Bidder/Bidder who:
- 7.1.1 Has a registered individual/incorporated company/firm in Pakistan with relevant business experience.
- 7.1.2 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax, income tax departments, Punjab Revenue Authority and having sound financial strengths can participate);
- 7.1.3 has valid Registration of General Sales Tax (GST), National Tax Number (NTN), Punjab Revenue Authority (PRA) & professional tax registration;
- 7.1.4 Experienced in sales or supply business such as "Stationery, Printing & Publication, Computer Stationery, Crockery, Electrical and Toiletry Items etc.)".
- 7.1.5 Is authorized dealer/distributor/agent if required.
- 7.1.6 Has not been blacklisted and not involved in pending litigation before Punjab Procurement Regulatory Authority;
- 7.1.7 Has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.
- 7.1.8 Is provider of authorized Services or authorized dealer / agent of original manufacturer of Goods or provider of Services, where applicable.
- 7.1.9 Conforms to the clause of "Responsiveness of Bid" given herein this tender document.
- 7.1.10 Goods and Services can only be supplied / sources / routed from "origin" in "eligible" member countries.
  - a. "**Eligible**" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.
  - b. "Origin" shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

**Note:** Verifiable documentary proof for all above requirements is a mandatory requirement.

#### 8. Tender Cost

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

#### 9. Joint Venture

Joint venture is not eligible for this tender.

#### 10. Examination of the Tender Document

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

#### 11. Clarification of the Tender Document

The Bidder may require further information or clarification of the Bid Document, within 02 (Two) calendar days of issuance of tender in writing. The clarification and its reply will be shared with all prospective bidders.

Bidders should note that during the period from the receipt of the bid and until further notice from the Primary Contact given herein this document, all queries should be communicated via the Primary Contact and in writing. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.

#### 12. Amendment of the Tender Document

- 12.1 The Purchaser may, at any time prior to the deadline for submission of the Tender, at its own initiative or in response to a clarification requested by the Bidder(s), amend this standard bidding Document, on any account, for any reason. All amendment(s) shall be part of this standard bidding Document and binding on the Bidder(s).
- 12.2 The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers as per Punjab Procurement Rules, 2014.
- 12.3 The Purchaser may, at its exclusive discretion, amend the Tender Document to extend the deadline for the submission of the Tender as per Rule-25(4) of Punjab Procurement Rules, 2014.
- 12-A No amendment will be permissible in the bid by the bidder / tenderer after its submission.

#### 13. Preparation / Submission of Tender

- 13.1 The bidder shall provide bids for **each item** mentioned in **each lot** separately. The bidder may participate in one or more or all lots but he has to provide all items mentioned in desired lot.
- 13.2 The Tender and all documents relating to the Tender, exchanged between the Tenderer and the Purchaser, shall be in English or Urdu. Any printed literature furnished by the Tenderer in another language shall be accompanied by an English translation which shall govern for purposes of interpretation of the Tender.
- 13.3 The Tender shall be filed in / accompanied by the prescribed Forms, Annexes, Schedules, Charts, Drawings, Documents, Brochures, Literature, etc. which shall be typed, completely filled in, stamped and signed by the Tenderer or his Authorized Representative. In case of copies, signed and stamped photocopies may be submitted.
- 13.4 The Tender shall be in two parts i.e. the technical proposal and the financial proposal.
- 13.5 Technical Proposal shall comprise the following, **without quoting the price**. Quoting of price in technical bid shall be rejected.
- 13.6 Technical Proposal Form
  - 13.6.1 All Bid Documents duly signed and stamped by authorized representative.
  - 13.6.2 Certificate from the bidder regarding genuineness of items.
  - 13.6.3 Evidence of eligibility of the Tenderer and the Goods
  - 13.6.4 Certificate of conformity of the Goods / the Services to the Tender Document
  - 13.6.5 Undertaking and evidence that the quoted Goods are genuine, brand new, non-refurbished, un-altered in any way, of the most recent / current model, imported through proper channel, and incorporate all recent improvements in design and materials if applicable.
  - 13.6.6 Technical Brochures / Literature
  - 13.6.7 Details of Warranty and After-Sale Service at office of Prosecutor General Punjab, Lahore.
  - 13.6.8 Submission of undertaking that the firm is not blacklisted and not involved in pending litigation before Punjab Procurement Regulatory Authority.
  - 13.6.9 The Contractor's financial capacity to mobilize and sustain the Supply of goods is imperative. In the Proposal, the Bidder is required to provide information about its

financial status. This requirement can be met with by submission of income tax return for the last one (01) year.

- 13.6.10 The statement must be signed by the authorized representative of the Bidder
- 13.6.11 Valid Registration Certificate for Income Tax & Sales Tax with active tax payer list status with Income Tax, Sales Tax & PRA.

#### 13.7 The Financial Proposal shall comprise the following:

- 13.7.1 Financial Proposal Form
- 13.7.2 Ouoted Price detail list
- 13.8 Bid Security, as per provisions of the clause Bid Security of this document
- 13.9 The Tenderer shall seal the Original Technical Proposal in an envelope duly marked as under:

<b>Original Technical Tender</b> for		
Tender Name. [Name of Tender]		
Tender No		
[Name of the Purchaser]		
[Address of the Purchaser]		
[Name of the Tenderer]		
[Address of the Tenderer]		
[Phone No. of the Tenderer]		

- 13.10 The Tenderer shall follow the same process for the Financial Bid / Tender.
- 13.11 The Tenderer shall again seal the sealed envelopes of Original Technical Proposal and the Original Financial Proposal in an outer envelope, duly marking the envelope as under:

Original Tender for
Tender Name. [Name of Tender]
Tender No
Strictly Confidential
[Name of the Purchaser]
[Address of the Purchaser]
[Name of the Tenderer]
[Address of the Tenderer]
[Phone No. of the Tenderer]

13.12 The Tender shall be dropped in the prescribed Tender Box placed in the Purchaser's office, during office hours, up to due date and time.

13.13 This is made obligatory to affix authorized signatures with official seal on all documents, annexures, copies, certificates, brochures, literature, drawings, letters, forms and all relevant documents as part of the bids submitted by the tenderer.

#### 14. Tender Price

- 14.1 The quoted price shall be for all items mentioned in each desired category and also shall be:
- 14.1.1 Best / final / fixed and valid until completion of all obligations under the Contract i.e. not subject to variation / escalation;
- 14.1.2 In Pak Rupees;
- 14.1.3 Inclusive of all taxes, duties, levies, insurance, freight, etc. except 17% GST if applicable; 17% GST will be mentioned in separate column as per format given in price schedule.
- 14.1.4 Including all charges up to the delivery point as provided by procuring Agency.
- 14.2 If not specifically mentioned in the Tender(s), it shall be presumed that the quoted price is as per the above requirements.
- 14.3 In case of locally produced Equipment/Service, the price shall include all customs duties and sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the item.

#### 15. Bid Security

- 15.1 The Tenderer shall furnish the Bid Security as under:
- 15.1.1 For a sum Equivalent to **05%** of the Total Tender **Estimated Price** (as mentioned against each category in tender documents) in the form of Demand Draft / Pay Order / Call Deposit Receipt (CDR) / bank guarantee, issued by a scheduled bank operating in Pakistan, in the name of the Purchaser, as per the format provided in the Tender Document;
- 15.1.2 Denominated in Pak Rupees;
- 15.1.3 As part of technical bid envelope, failing which will cause rejection of bid.
- 15.1.4 Have a minimum validity period of Ninety (90) days from the last date for submission of the Tender or until furnishing of the Performance Security, whichever is later.
- 15.2 The Bid Security shall be forfeited by the Purchaser, on the occurrence of any / all of the following conditions:
- 15.2.1 If the Tenderer withdraws the Tender during the period of the Tender validity specified by the Tenderer on the Tender Form; or
- 15.2.2 If the Tenderer does not accept the corrections of his Total Tender Price; or
- 15.2.3 If the Tenderer, having been notified of the acceptance of the Tender by the Purchaser during the period of the Tender validity, fails or refuses to furnish the Performance Security, in accordance with the Tender Document.
- 15.3 The Bid security shall be returned to the technically unsuccessful Tenderer with unopened/sealed financial bid while the unsuccessful bidders of financial bid opening procedure will be returned the Bid Security only. The Bid Security shall be returned to the successful Tenderer upon furnishing of the Performance Security.

#### **16.** Tender Validity

The Tender shall have a minimum validity period till **30.06.2024**. The Purchaser may solicit the Tenderer's consent to an extension of the validity period of the Tender. The request and the response thereto shall be made in writing. If the Tenderer agrees to extension of validity period of the Tender, the validity period of the Bid Security shall also be suitably extended. The Tenderer may refuse extension of validity period of the Tender, without forfeiting the Bid security.

#### 17. Modification / Withdrawal of the Tender

- 17.1 The Tenderer may, by written notice served on the Purchaser, modify or withdraw the Tender after submission of the Tender, prior to the deadline for submission of the Tender.
- 17.2 The Tender, withdrawn after the deadline for submission of the Tender and prior to the expiration of the period of the Tender validity, shall result in forfeiture of the Bid Security.

#### 18. Opening of the Tender

- 18.1 Tenders (Technical Bids & Financial Bids) shall be opened at 03:00 PM. On the last date of submission of bids i.e. [02<sup>nd</sup> October, 2023], in the presence of the Tenderer(s) / representative for which they shall ensure their presence without further invitation. In case the last date of bid submission falls in / within the official holidays / weekends of the Purchaser, the last date for submission of the bids shall be the next working day.
- 18.2 The Tenderer's name, modifications, withdrawal, security, attendance of the Tenderer and such other details as the Purchaser may, at its exclusive discretion, consider appropriate, shall be announced and recorded.
- 18.3 No tenderer or its representative will be allowed to keep any digital device (camera, audio recorder, cell phone etc.) during tender opening meeting at given time and location. Non-compliance will cause the rejection of respective bidder.

#### 19. Clarification of the Tender

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

#### **20.** Determination of Responsiveness of the Bid (Tender)

- 20.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
- 20.1.1 meets the eligibility criteria given herein this tender document/ the Goods;
- 20.1.2 meets the Technical Specifications for the Goods against each item;
- 20.1.3 meets the delivery period / point for the Goods against each item;
- 20.1.4 in compliance with the rate and limit of liquidated damages;
- 20.1.5 offers fixed price quotations for the Goods against each item;
- 20.1.6 Is accompanied by the required Bid Security as part of financial bid envelope.
- 20.1.7 The original receipt of tender fee submitted, attached with technical bid envelope.
- 20.1.8 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document clause-13;
- 20.1.9 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 20.2 A material deviation or reservation is one which affects the scope, quality or performance of the Goods or limits the Purchaser's rights or the Tenderer's obligations under the Contract.
- 20.3 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation. However, the Purchaser may waive off any minor non-conformity or inconsistency or informality or irregularity in the Tender.

#### 21. Correction of errors / Amendment of Tender

- 21.1 The Tender shall be checked for any arithmetic errors which shall be rectified, as follows:
- 21.1.1 if there is a discrepancy between the amount in figures and the amount in words for the Total Tender Price entered in the Tender Form, the amount which tallies with the Total Tender Price entered in the Price Schedule, shall govern.
- 21.1.2 if there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as

- quoted shall govern and the unit rate shall be corrected.
- 21.1.3 if there is a discrepancy in the actual sum of the itemized total prices and the total tender price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 21.2 The Tender price as determined after arithmetic corrections shall be termed as the Corrected Total Tender Price which shall be binding upon the Tenderer.
- 21.3 Adjustment shall be based on corrected Tender Prices. The price determined after making such adjustments shall be termed as Evaluated Total Tender Price.
- 21.4 No credit shall be given for offering delivery period earlier than the specified period.

#### 22. MANDATORY / TECHNICAL EVALUATION CRITERIA

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

The Eligible/Technically Qualified Bidders will be considered for further evaluation.

22.2 The Technical proposals shall be evaluated by the technical evaluation committee in the light of following evaluation criteria against each item:

Category	Description	Points
	Certificate of Company / Firm Registration/Incorporation under the laws of Pakistan (If any)	Mandatory
	Valid Income Tax Registration	Mandatory
	Valid General Sales Tax Registration (Status = Active Taxpayer with FBR)	Mandatory
	Valid PST Registration with Punjab Revenue Authority with (Status = Active Taxpayer with PRA)	Mandatory
Legal (Mandatory)	Submission of undertaking that the firm is not blacklisted and not involved in pending litigation before Punjab Procurement Regulatory Authority on stamp paper worth of Rs.100/	Mandatory
	Undertaking about Compliance to the technical specifications of goods (all items) to be procured as mentioned in this tender document	Mandatory
	Undertaking to full compliance of the Execution Schedule and Delivery Period mentioned in tender document.	Mandatory
	Income tax return and sales tax return of last year	Mandatory
	Professional Tax Certificate	Mandatory
Bid Security	Bid security will be placed in Technical Bid envelope	Mandatory
Mandatory	Every Bidder shall mention the brand name with specificatechnical bid of each item.	ntions in his

**Note:** Verifiable documentary proof for all above requirements and criteria points are mandatory requirement and marks will be awarded on the basis of these verifiable proofs.

#### 23. FINANCIAL PROPOSAL EVALUATION

- 23.1 Financial Bids of Technically qualified/successful bidder(s)/Tenderer(s) shall be opened on same date. The Financial Proposals will be opened in the presence of the Bidders.
- 23.2 Financial Proposal evaluation will be conducted under the Punjab Procurement Rules, 2014. The Price evaluation will include all duties, taxes and expenses etc except 18% GST. In case of any exemption of duties and taxes made by the Government in favor of the Purchaser, the contractor shall be bound to adjust the same in the Financial Proposal.

- 23.2.1 In cases of discrepancy between the cost/price quoted in Words and in Figures, the lower of the two will be considered.
- 23.2.2 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.;
- 23.2.3 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 except 18% GST and any other.
- 23.2.4 Delivery Expenditures should be included in offered rates as per delivery schedule provided by the purchaser at Lahore or any other city of the Punjab.
- 23.3 The Purchaser will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

#### 24. Rejection / Acceptance of the Bid

- 24.1 The Purchaser shall have the right, at his exclusive discretion, to increase / decrease the quantity of any or all item(s) without any change in unit prices or other terms and conditions. The Purchaser may cancel/reject all bids or proposals at any time prior to the acceptance of a bid or proposal. The Purchaser shall upon request communicate to any bidder, the grounds for its rejection of all bids or proposals, but shall not be required to justify those grounds. The Purchaser shall incur no liability, solely, by virtue of its invoking sub-rule (1) of Rule-35 of Punjab Procurement Rules, 2014 towards the bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014).
- 24.2 The Tender shall be rejected if it is:
  - 24.2.1 substantially non-responsive in a manner prescribed in this tender document clause-20; or
  - 24.2.2 submitted in other than prescribed forms, annexes, schedules, charts, drawings, documents / by other than specified mode; or
  - 24.2.3 incomplete, un-sealed, un-signed, printed (hand written), partial, conditional, alternative, late; or
  - 24.2.4 subjected to interlineations / cuttings / corrections / erasures / overwriting; or
  - 24.2.5 the Tenderer refuses to accept the corrected Total Tender Price; or
  - 24.2.6 the Tenderer has conflict of interest with the Purchaser; or
  - 24.2.7 the Tenderer tries to influence the Tender evaluation / Contract award; or
  - 24.2.8 the Tenderer engages in corrupt or fraudulent practices in competing for the Contract award;
  - 24.2.9 the Tenderer fails to meet all the requirements of Tender Eligibility / Qualification Criteria (Clause-7);
  - 24.2.10 the Tenderer fails to meet the evaluation criteria requirements (clause-22);
  - 24.2.11 the tenderer has been blacklisted by any public or private sector organization;
  - 24.2.12 the tendered has mentioned any financial implication(s) in the financial proposal that is in contradiction to this document and Government rules and regulations.
  - 24.2.13 there is any discrepancy between bidding documents and bidder's proposal i.e. any non-conformity or inconsistency or informality or irregularity in the submitted bid.
  - 24.2.14 the Tenderer submits any financial conditions as part of its bid which are not in conformity with tender document.

#### 25. Award Criteria

- 25.1. At first step, eligible bidder(s)/tenderer(s) as per clause-7 of Tender Eligibility of this tender document fulfilling the qualification and technical evaluation criteria against each item will stand technically qualified.
- 25.2. At second step, technically qualified and successful bidder(s)/tenderer(s) will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest cost quoted as per rules and fulfilling all codal formalities against each item, irrespective of their score in the previous step.

#### 26. Acceptance Letter

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Purchaser shall issue the Acceptance Letter to the successful Tenderer, at least after 10 days of announcement of bid evaluation reports and prior to the expiry of the original validity period or extended validity period of the Tender, which shall constitute a contract, until execution of the formal Contract against each item.

#### 27. Performance Security

- 27.1 The successful Tenderer/The Contractor against shall furnish Performance Security as under:
  - 27.1.1 within three (03) days of the receipt of the Acceptance Letter from the Purchaser;
  - 27.1.2 in the form of Call Deposit Receipt (CDR) issued by a scheduled bank operating in Pakistan, as per the format provided in the Tender Document;
  - 27.1.3 for a sum Equivalent to 10% of the contract value;
  - 27.1.4 denominated in Pak Rupees;
  - 27.1.5 have a minimum validity period until the date of expiry of warranty period i.e. **01 Year** support period or termination of services, or fulfillment of all obligations under the contract, whichever is later. No other shape or form of performance security shall be acceptable with any validity less than the prescribed time period.
- 27.2 The Performance Security shall be payable to the Purchaser, on occurrence of any / all of the following conditions:
  - 27.2.1 If the Contractor commits a default under the Contract;
  - 27.2.2 If the Contractor fails to fulfill the obligations under the Contract;
  - 27.2.3 If the Contractor violates any of the terms and conditions of the Contract.
- 27.3 The Contractor shall cause the validity period of the performance security to be extended for such period(s) as the contract performance may be extended. The Performance Security shall retain by the purchaser till expiry of warranty period of supplied items and be returned to the Tenderer within thirty working days after the expiry of its validity & warranty period on written request from the Contractor.
- 27.4 In case the Contractor fails to furnish Performance security in the shape of Call Deposit Receipt (CDR) within the stipulated period given under Letter of Acceptance and subsequent formal contract, or till end of the currency of the said contract, the amount of bank guarantee, as required, shall be deducted from the amount payable to the Contractor.

#### 28 Schedule of Delivery

- 28.1 The delivery period shall be **15** days for general items and **20** days for printing items w.e.f the date of issuance of Supply / Purchase Order (without penalty) in the office of Prosecutor General Punjab, Kasuri Tower 4 Fane Road Lahore. The bidder would bear transportation charges. The delivery period may be extended by the Procuring Agency if necessary but it shall not be more than 10 days.
- 28.2 However, in special cases, delivery period can be fixed shorter or higher than the abovementioned schedule of requirement as deem appropriate by the Procuring Agency.
- 28.3 In case of late delivery of goods beyond the periods specified in the supply order, penalty @ 0.25% per day of the total cost of the purchase order/contract value for late delivered supply shall be imposed upon the Supplier.
- 28.4 In case of late delivery, the delivery period will be started from the date of issuance of Purchase/ supply order to the supplier.

#### **Award of Contract**

#### 29. Acceptance of Bid and Award criteria

- 29.1 The Bidder with successfully technically evaluated and lowest financial bid, if not in conflict with any other law, rules & regulations, policy of the Government or having less Bid Security shall be awarded the Contract, within the original or extended period of bid validity.
- 29.2 The Procuring Agency reserves the right at the time of Contract award to increase or decrease the quantity of goods originally specified in the Price Schedule and Schedule of Requirements without any change in unit price or other terms and conditions.
- 29.2.1 The successful bidder shall be bound to submit samples of items as per offered / decided specifications within 05 days after signing of the contract.

#### 29.3 Notification of Award

- 29.3.1 Prior to the expiration of the period of bid validity, the Procuring Agency shall notify the successful Bidder in writing by registered letter or through personal receiving by the bidder representative that its bid has been accepted.
- **29.3.2** The notification of Award shall constitute the formation of the Contract.

#### 29.4 Signing of Contract

29.4.1 At the same time as the Procuring Agency notifies the successful Bidder that its bid has been accepted, the Procuring Agency shall send the Bidder the Contract form provided in the bidding documents and contract will be signed on stamp paper provided by the bidder @ 0.25% of the total value of the contract. In pursuance of rule 2(sa) & 15 of the Punjab Procurement Rules, 2014, the procuring agency may sign framework contract with successful bidder till the bid validity period i.e 30.06.2024 and also issue supply order time to time as per need, requirement & availability of budget.

#### 30 Redressal of grievances by the procuring agency

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

#### ANNEXURE-A

## LIST OF ITEMS WITH SPECIFICATIONS TO BE PROCURED

	LOT No. 01	STATIONERY ITEMS	
Sr. No	Name of Items	Specifications	Quantity
1	Diary register	70 grm 400 pages/200 Sheets Hard Binding as per sample	40
2	Peon Book	70grm Hard Binding 100 Pages/50 Sheets as per sample	10
3	Pin Remover	Three Flower/KW/Deli or Equivalent Best Quality as per sample	10
4	Scoth Tape	Super China/Dear or Equivalent 1" 50 yards Best quality as per sample	10
5	Flag Color	3 Colors paper China Best Quality as per sample	100
6	Paper Clip	Three Flower or Equivalent 30mm China Best Quality as per sample	25
7	Envelop 11x5 Khaki	60 grm Fine Paper Best Quality as per sample	5000
8	Stapler Machine Medium	Fuji Model 45-HP or Equivalent Best Quality as per sample	30
9	Photocopy paper A/4	Copymate/HP/IK 80grm 500 Pages 8.3x11.7 Inch Size Best Quality as per sample or Equivalent	300
10	Steel Scale	Dear/Dux/China or Equivalent 30CM/12" Steel Scale 0.8mm Best Quality as per sample	10
11	Blank Register Small	70grm 100 pages/50 Sheets Hard Binding as per sample	100
12	Routine Sheet Legal	Imported Paper 80grm 500 Pages 8.5x14 Inch Size Margin 1" Best Quality as per sample	20
13	Stamp Pad	Crystal or Equivalent Small Size or China Best Quality as per sample	10
14	Envelop F/S Khaki	60grm Khaki Fine Paper Best Quality as per sample	1000
15	Dak Pad Folder	Rexion with Pocket & Clip Large Size Best Quality as per sample	10
16	Binding Tape	Deer/Diamond or Equivalent 2" 10 Yards or Equivalent Best Quality as per sample	150

Sr. No	Name of Items	Specifications	Quantity
	LOT No.02	PRINTING & PUBLICATION	<u>ON</u>
36	Post It pad 3x5	Pronoti 3x5 Yellow Color Best Quality or Equivalent as per Sample	10
35	Post it Pad 3x3	Equivalent Best Quality as per sample Pronoti 3x3 Yellow Color Best Quality or Equivalent as per Sample	10
34	Packing Tape	Jhonson/Diamond 2" 40 yards or	30
33	Signo Pointer	Uniball Signo Pointer Different Colors or Equivalent as per sample	200
32	Uniball Fine Delux	Uniball Fine Delux Different Colors or Equivalent as per sample	200
31	Lead Pencil	ORO/Gold Fish 2HB or Equivalent as per sample	500
30	Ball Point	Dollar Clipper + (Blue, Black, Red Color) or Equivalent as per sample	1000
29	Fluid Pen	Dux/Fuji/Kita or Equivalent as per sample	100
28	Eraser	Dux/Palikan or Equivalent as per sample	100
27	Sharpner	Dux/SilverX or Equivalent as per sample	100
26	Flapper Lacess	Rexion Flapper Lace with Paper pasting inside Best Quality as per Sample	3000
25	Blank Register Medium	70grm 200 Pages/100 Sheets Hard Binding as per sample	100
24	Stapler Machine Heavy Duty	Deli/DL/Opal or Equivalent Best Quality as per sample	2
23	Gum Stick	Dollar/Deli 20grm or Equivalent Best Quality as per sample	50
22	PhotoCopy Paper Legal	Copymate/HP/IK 80grm 500 Pages 8.5x14 Inch Size Best Quality as per sample or Equivalent	500
21	Stapler Pin Medium	Doller/Tick 24/6 or Equivalent Best Quality	50
20	File Tag 6"	as per sample 6" best quality as per sample	300
19	Highlighter	China (2 in 1) or Equivalent Best Quality	100
18	Pokker	Binding/Ring Binding as per sample  Steel Best Quality as per sample	10
17	Drafting Pad Legal	Hero/Rizvi or Equivalent 100 pages/50 Sheets Imported 80grm page Hard	50

1	File Cover Office	Legal Size Art Card 300 grm Monogram Printing, Creasing & Koka Pasting with plastic tape in inner side as per sample	1000
2	File Cover Court	Legal Size Art Card 300 grm Monogram Printing, Creasing & Koka Pasting with plastic tape in inner side as per sample	1000
3	File Cover High Court Appeal	Legal Size Art Card 300 grm Monogram Printing, Creasing & Koka Pasting with Khaki plastic tape on all edges and center side as per sample	1000

## LOT No. 03 ELECTRICAL ITEMS / COST OF OTHER STORE

Sr. No	Name of Items	Specifications	Quantity
1	Telephone Set	Panasonic Kx-TSC 934 CID or Equivalent Best Quality as per sample	10
2	Electric Kettle	Dawlance 1.7 L or Equivalent Best Quality as per sample	5
3	Batteries for UPS (Wet Acid)	AGS Battery Washi WS-195 (120 AH) 12 Volts 21 Plate or Equivalent as per sample	50
4	Extension Lead	4 sockets (Two Multi Sockets & Two Single Sockets) with 2 On/Off buttons, Wire 23/76, 15 Feet Lenth Best Quality as per sample	10
5	Water Dispencer	Orient Crystal Series, 3 Taps (Hot, Cold & Room Temprature) Double Door, 2 in 1 (Dispenser & Refregirator) Cool Tank Storage 3.5 Liters & Hot Tank Storage 1 Liter Capacity, Refrigerator Volume 20 Liter, Fastest Cooling & Cooling Retention Technology or Equivalent as per sample	5
6	UPS (24 Volts DC)	Homeage or Equivalent 1800Watt, 24 Volts DC, Support for two Batteries, Output 220 Volts as per sample	2
7	UPS (12 Volts DC)	Homeage or Equivalent 1000Watt, 12 Volts DC, Support for One Battery, Output 220 Volts as per sample	5
8	LED Tube Light 40 Watt	40 Watt LED Tube Light EECO Brand or Equivalent as per sample	20

9	LED Tube Light 20 Watt	20 Watt LED Tube Light EECO Brand or Equivalent as per sample	20
	LOT No. 04	COMPUTER STATIONERY	<u>Y</u>
Sr. No	Name of Items	Specifications	Quantity
1	Key Board	Original Dell China USB Supported Best Quality or Equivalent as per sample	10
2	Mouse	Original Dell China Optical Laser USB Supported Best Quality or Equivalent as per sample	10
3	Flash Drive 32GB	HP/SanDisk 3.0 Flash Drive Steel Body or Equivalent Best Quality as per Sample	20
4	Computer Paper A/4	HP/PPC 80grm 500 Pages 8.3x11.7 Inch Size Imported Paper or Equivalent Best Quality as per sample	200
5	Computer Paper Legal	HP/PPC 80grm 500 Pages 8.5x14 Inch Size Imported Paper or Equivalent Best Quality as per sample	250
Sr.		STATIONERY)  Specifications	<b>R</b> Quantity
No	1 (62216 07 20011)	-	Quality
1	Printer Toner HP 400	Original HP 80-A Best Quality as per sample	30
2	Printer Toner HP Laser 107a	Original HP 107-A Best Quality as per sample	40
3	Printer Toner HP MFP M428dn	Original HP 59-A Best Quality as per sample	2
4	Printer Toner HP Pro M28a	Original HP 76-A Best Quality as per sample	10
5	Printer Toner Canon 6030	Original Canon 325 Best Quality as per sample	10
ΙΩΊ	ΓΝο 06 - ΡΗΩΤΩΩΩ	 PY MACHINE TONERS (COMPUT	 FD
	<u>r No. 06                                    </u>	I I MACITIME TONERS (COMPUT	12 <b>1</b> X
Sr. No	Name of Items	Specifications	Quantity
1	Photocopy Toner Toshiba estudio 2508-A,	Original Toshiba Brand T-3008-P or Equivalent	5

Sr.			
No	Name of Items	Specifications	Quantity
1	Wiper	Green Plastic Rod Large Size Best Quality as per sample	20
2	Dash Board Polish	7CF/Cosmic or Equivalent best quality as per sample	25
3	Towel Special Quality	Large Size 450gm Best Quality Different Colors as per sample	30
4	Phynele Tablet	Best Quality as per sample	10
5	Body Polish	7CF/Cosmic or Equivalent best quality as per sample	10
6	Phenyle Liquid	Tyfone/Finis 1 Liter Pack Best Quality as per sample	10
7	Dust Bin	Plastic Large Size 06 No. Best Quality as per sample	30
8	Tissue Roll	Rose Petal Maxob or Equivalent as per sample	100
9	Towel for Cleaning	Best Quality per KG as per sample	30
10	Lemon Max Soap	90gms or Higher Lemon Max or Equivalent as per sample	75
11	Lemon Max Liquid	275ml Lemon Max or Equivalent as per sample	10
12	Scoth Brite	Scoth Brite with Foam and Scurb best quality as per sample	30
13	Hand Wash	Palmolive/Detol 225ml or Equivalent as per sample	10
14	Mosquito Spray	Original Kingtox 300ml or Equivalent as per sample	100
15	Air Freshner	300ml Original Cobra with Different Fragrence or Equivalent as per sample	100
16	Tissue Box	Rose Petal Pop-Up or Equivalent as per sample	200
17	Duster	Fulanain atleast 32x30 Size best quality as per sample	200
18	Soap	Safeguard 103grm or Equivalent as per sample	50
19	Glass	Toyo Nasic 300ml or Equivalent Best Quality as per sample	200
	I OT No. 00	ATITO DA DEC	
LOT No. 08 AUTO PARTS			1
Sr.			

1	Oil Filter 158	Guard or Equivalent Best Quality as per sample	100
2	Air Filter 2022	Guard or Equivalent Best Quality as per sample	100
3	Air Filter 2042	Guard or Equivalent Best Quality as per sample	10
4	Air Filter CD-70	Honda or Equivalent Best Quality as per sample	20
5	Battery for 1000cc Cultus Car (Wet Acid)	AGS Battery 45AH, 12 Volts or Equivalent as per sample	5
6	Battery for 1300cc City / Crolla Car (Wet Acid)	AGS Battery 50AH, 12 Volts or Equivalent as per sample	5
	LOT No. 09	LUBRICANTS	
Sr. No	Name of Items	Specifications	Quantity
1	Engine Oil 5-W-30	Engine Oil (5-W-30) 4 Liter Pack Original (PSO,Shell, Zic,Caltex or Equivalent)	5
2	Engine Oil 10-W-40	Engine Oil (10-W-40) 4 Liter Pack Blue Original (PSO, Shell, Zic,Caltex or Equivalent)	5
3	Engine Oil 20-W-50	Engine Oil (20-W-50) 4 Liter Pack Blue Original (PSO, Shell, Zic,Caltex or Equivalent)	100
4	Engine Oil 0.7L	Engine Oil for <b>CD-70 0.7</b> Litter Pack Original (PSO,Caltex,Shell or Equivalent)	20
	LOT No. 10	UNIFORM	
Sr. No	Name of Items	Specifications	Quantity
1	Shalwar Kameez	White Colour, Wash & Wear Cloth including stitching full ready best quality as per sample	26
2	Waist Coat	Black Colour, Including Stitching full ready best quality as per sample	26
3	Shoes	Makishan, Service/Bata or Equivalent as per sample	26
2	Waist Coat	including stitching full ready best quality as per sample  Black Colour, Including Stitching full ready best quality as per sample  Makishan, Service/Bata or Equivalent as	2

Note: - Every Bidder shall mention the brand name in his technical specifications of each item mentioned in all lots.

### **FORMS & OTHER REQUIRED DOCUMENTS**

#### **ANNEXURE-B**

#### **Technical Proposal Submission Form**

[Locati	ion, Date]
То	_(Name and address of Purchaser)_
Dear S	ir,
	We, the undersigned, offer to provide the _(insert title of assignment)_ in accordance with
your R	Request for Proposal/Tender Document No dated _(insert date)_ and our Proposal. We
are her	reby 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 supply ofrelated to the
assigni	ment.
	We also confirm that the Government of Pakistan / Punjab has not declared us, or any Sub-
Contra	ctors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent,
collusi	ve, 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
Docum	nent.
	We understand that you are not bound to accept any Proposal, you receive.
	Yours sincerely,
	Authorized Signature
	(In full and initials)
	Name and Designation of Signatory
	Name of Firm
	Address

#### **ANNEXURE-C**

Date:

#### Financial Proposal Submission Form (Part of Financial Bid Envelope)

[Location, Date] То (Name and address of Purchaser) Dear Sir, We, the undersigned, offer to provide the \_(Insert title of assignment)\_ in accordance with your Request for Proposal No. dated (insert date) and our Technical Proposal. Our attached Financial Proposal is for the sum of (insert amount in words and figures)\_. This amount is inclusive of all taxes. Our Financial Proposal shall be binding upon us up to expiration of the validity period of the Proposal, i.e. before the date indicated in \_\_\_\_\_\_ of the Proposal Data Sheet. We also declare that the Government of Pakistan / Punjab has not declared us or any Sub-Contractors for any part of the Contract, ineligible on charges of engaging in corrupt, fraudulent, collusive, or coercive practices. We furthermore, pledge not to indulge in such practices in competing for or in executing the Contract, and are aware of the relevant provisions of the Proposal Document. We understand that you are not bound to accept any Proposal, you receive. Signed In the capacity of:

Duly authorized to sign the proposal on behalf of the Applicant.

#### **ANNEXURE-D**

## **Price Schedule Format**

Name of Bidder	
Tandan Na	
Tender No.	

Sr. No.	Name of Item with specifications	Quantity	Unit Rate (Inclusive all Taxes without 18% GST)	Amount of GST 18%	Unit Rate (Incl. all Taxes)	Total Cost (Incl. all Taxes)
1						
2						
	Total Bid Price					

Sign and Stamp of Bidder	
--------------------------	--

**Note: 1.** In case of discrepancy between unit price and total price, the unit price shall prevail.

**Note: 2.** No cutting or overwriting is allowed. Any cutting or overwriting will lead to rejection of the financial bid.

### **BID FORM**

<b>BID I ORIVI</b>		
	Date:-	
	Tender No:	
To,		
The Prosecutor General Punjab  1st Floor Kasuri Tower, 4 Fane Road Lahore		
Respected Sir		
After examining the Bidding Documents, the acknowledged and offer the supply and delivery of the in conformity with the said Bidding Documents Amount], [Bid Amount in words] or such other accordance with the Schedule of Prices attached here.	e items specifi s for the sun er sums as may	ed in enclosed list n of [Total Bid y be ascertained in
We undertake, if our bid is accepted, we will with the delivery schedule specified in the relevant do	•	ods in accordance
If our bid is accepted, we shall obtain an unconthe sum of Rs 10 percent of the Contract Price Contract, in the form prescribed by the Procuring Age	ce for the due p	
We agree to abide by this bid till <b>30.06.20</b> opening and it shall remain binding upon us and may the expiration of that period. Until a formal Contract bid, together with your written acceptance thereof and constitute a binding Contract between us.	y be accepted a et is prepared a	at any time before and executed, this
We understand that you are not bound to accepteceive.	ot the lowest or	r any bid you may
Name and address of bidder Total	Amount of B	id Rs
Dated this day of,, 202		
Signature (In the capacity of)		
(in the capacity of)		

Duly authorized to sign bid for and on behalf of Attachment

## PROFILE OF THE BIDDER

Sr.#	Particulars			
1.	Name of the company / firm			
2.	Registered Office			
	Address			
	Office Telephone Number			
	Fax Number			
3.	Contact Person			
	Name			
	Personal Telephone Number			
	Email Address			
4.	Local office if any			
	Address			
	Office Telephone Number			
	Fax Number			
5.	Bid Signing Authority			
	Name			
	Address			
	Personal Telephone Number			
	Email Address			
	Please enclose Authorization or Power of Attorney			
	to sign and submit the Bidding			
6.	Address for communication under the current			
	Bidding			
7.	Registration Details			
	NTN Registration Number			
	GST Registration Number			
	Banker's Name, Address and Account Numbers			

## **ESTIMATED PRICE FOR BID SECURITY**

Sr. No.	NAME OF LOT	Total Estimated Amount	5% Bid Security
1	Stationery	2092966	104648
2	Printing & Publications	159300	7965
3	Electrical Items / Cost of Other	2460292	123015
4	Computer Stationery	865530	43277
5	Printer Toners Computer Stationery	2713705	135685
6	Photocopy Toners Computer Stationery	225225	11261
7	Toiletry & Crockery Items / Others	273524	13676
8	Auto Parts	228330	11417
9	Lubricants	630120	31506
10	Uniform	260780	13039
	GRAND TOTAL	9909772	495489

#### SAMPLE OF CONTRACT

#### **CONTRACT**

This CONTRACT (hereinafter called the "Contract") is made according to Standard Bidding Documents on the -----, 2023.

#### **BETWEEN**

Office of the Prosecutor General Punjab, Government of the Punjab, through ------ (Hereinafter referred to as "Purchaser" (First Party), which expression shall include his successors in office and assigns).

#### **AND**

M/S ----- Lahore, (Hereinafter referred to as "Successful Bidder" (Second Party) which expression shall include his successors in office and assigns).

**NOW THEREFORE,** The parties agrees to perform the framework contract as under:-

- 1. The contract on having been signed by the parties shall constitute a binding between the parties and shall remain in force till the expiry of validity period and warranty period. But in the event of any breach of the contract at any time on the part of successful bidder, the contract shall be terminated by the purchaser without any compensation to the successful bidder.

DETAIL OF TOTAL COST				
Sr. No.	Name of Lot	Cost without GST	Amount of GST	Total Cost
1				
2				
	GRAND TOTAL			

- 3. The successful bidder shall supply all general items within **15 days** and Printing Items within **20 days** from the date of issue of supply order in pursuance of this contract as per list of items and specifications mentioned in enclosed list in specific quality and quantity.
- 4. The procuring agency has right to increase / decrease the quantity of items as per availability of budget.

- 5. The purchaser shall issue supply order to the successful bidder time to time partially as per need and receiving of budget from Finance Department quarterly on the approved rates as offered by the successful bidder in bid till the expiry of validity period i.e 30.06.2024.
- 6. The successful bidder shall submit 10% of the contract value as performance guarantee in form of Call Deposit Receipt (CDR).
- 7. Successful bidder shall be bound to appear in inspection committee meeting at the time of inspection of delivered items by him.
- 8. Successful bidder shall ensure the safe packing and safe delivery of items. Packing and delivery charges / expenses shall be borne by the successful bidder.
- 9. Delivery of items shall be made in the office of the Prosecutor General Punjab, Kasuri Tower, 4-Fane Road Lahore within office hours.
- 10. All payments will be made through cheque in currency of Pakistan, only on completion of complete delivery of all items and issuance of satisfactory inspection report by the designated inspection committee.
- 11. In case of any default by the successful bidder at any later stage 10% performance guarantee will be forfeited by the purchaser.
- 12. In pursuance of Finance Department letter No. SOITAX)5-27/2017(Vol-I) dated 17.08.2023 the successful bidder / supplier / contractor should be listed as an active taxpayer by Punjab Revenue Authority (PRA) and he should also be maintain **ACTIVE** taxpayer status with the PRA throughout the contract period
- 13. The purchaser may terminate this contract at any stage by assigning any valid reason according to Punjab Procurement Rules, 2014.
- 14. All claims and disputes arising under or relating to this contract are to be settled by arbitration and the parties shall be bound by all clauses of this contract, Punjab Procurement Rules, 2014 and any other law time being in force

**In Witness thereof,** the parties hereto have signed this contract by their dully authorized representatives on the day, month and year mentioned above.

1.		2.	M/s
	O/o Prosecutor General Punjab	For	and on behalf of Successful Bidder

1. WITNESS 2. WITNESS



## OFFICE OF THE PROSECUTOR GENERAL PUNJAB

#### **TENDER NOTICE**

Office of the Prosecutor General Punjab, Lahore requires procurement of below mentioned items and invites tenders from the firms registered with Sales Tax, Income Tax & Punjab Revenue Authorities for Financial Year 2023-24. The bidder will provide separately financial bid and technical bid both enclosed in a single envelope, for each lot of procurement. The bidder shall also provide bids for **each item** mentioned in **each lot** separately. The bidder may participate in one or more or all lots but he has to provide all items mentioned in the desired lot. The lots of procurement are given below: -

**01.** Stationery,

**02.** Printing & Publication,

**03.** Electrical Items

**04.** Computer Stationery,

**05.** Printer Toners

**06.** Photocopy Machine Toners

**07.** Toiletry & Crockery Items **08.** 

**Auto Parts** 

**09.** Lubricants

10. Uniform

The detailed tender documents, alongwith the list of items with complete specifications can be obtained from the office of undersigned at 1<sup>st</sup> Floor, Kasuri Tower, 4-Fane Road Lahore from the date of publication of this notice on payment of **Rs.1000/-** in favour of Prosecutor General Punjab, Lahore (Non-refundable) on or before, **02<sup>nd</sup> October**, **2023**. The desirous firms will put their sealed tenders along with bid security amounting to **5%** of estimated value of items in the form of CDR drawn in favour of Prosecutor General Punjab in the Tender Box placed in the office of the Prosecutor General Punjab Lahore 1<sup>st</sup> Floor, Kasuri Tower, 4-Fane Road Lahore before 02:00 PM till **02<sup>nd</sup> October**, **2023**. The tender will be opened on the same day at 02:30 P.M in the presence of owner of the firm / bidders or authorized representatives of the firms. Authorities have all the rights to reject all tenders under Punjab Procurement Rules, 2014. Single stage two envelope procedure of bidding will be adopted under rule 38(2), of Punjab Procurement Rules, 2014.

#### (ASSISTANT DIRECTOR (B&F)

Office of the Prosecutor General, Punjab 1<sup>st</sup> Floor, Kasuri Tower, 4-Fane Road, Lahore Ph. No. 042-99214868