

# **PUNJAB SKILLS DEVELOPMENT FUND**

## **Tender Document**

Procurement No: 18/SYIG/PSDF/OSGS

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### **PROVISION OF OFFICE STATIONERY & GENERAL SUPPLIES**

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**SEPTEMBER 2022**



**Submission Date for Sealed Bids: October 14, 2022, on or before 03:00 PM**

21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan.

UAN: 042-111-11-PSDF(7733) | Toll Free:0800-48627 (HUNAR) | Website: [psdf.org.pk](http://psdf.org.pk)

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## 1) Invitation to Bids

Punjab Skills Development Fund (PSDF) is the largest skills development fund in Pakistan. PSDF was established in 2010 as a not-for-profit company set up under the Companies Ordinance 1984 (now Companies Act 2017) by the Government of Punjab (GoPb). PSDF is revolutionizing the TVET sector through its innovative initiatives for vocational and technical trainings ensuring an economically bright and sustainable future for poor and vulnerable youth of Punjab.

Sealed bids/proposals are invited from established firms/companies for “Provision of Office Stationery & General Supplies” (hereafter called as bidders) to PSDF. All interested and eligible bidders are requested to go through the Tender document and provide relevant information along with supporting documents mentioned in this tender document and must be submitted online through e-tender portal.

PSDF Skills For Success						
Invitation to Bid for Provision of Office Stationery & General Supplies						
<p>Punjab Skills Development Fund (PSDF) is the largest skills development fund in Pakistan, established in 2010 as a not-for-profit company set up by the Government of Punjab (GoPb).</p> <p>PSDF invites bids under single stage two envelopes bidding procedure from well-reputed, experienced and tax registered companies / firms against the above-mentioned services. The interested companies / firms can obtain the bidding document containing all details with its evaluation criteria and terms &amp; conditions from PSDF e-tendering portal (<a href="https://etender.psdf.org.pk/esop/guest/go/public/opportunity/current">https://etender.psdf.org.pk/esop/guest/go/public/opportunity/current</a>) and PPRA website (<a href="http://www.ppra.punjab.gov.pk">www.ppra.punjab.gov.pk</a>)</p>						
Sr. No.	Description	Procurement No.	Total Tenure of Contract	Bid Submission Deadline (Date & Time)	Technical Bid Opening Date & Time	Estimated Cost for 1 Year
1	Provision of Office Stationery & General Supplies	018/SYIG/PSDF/OSGS	One Year (Extendable for another term)	October 14, 2022 on or before 03:00 PM	October 14, 2022 on 03:30 PM	PKR 3.83 Million
<p>For further details and terms of reference, please visit:</p> <ul style="list-style-type: none"> <li><a href="https://etender.psdf.org.pk/esop/guest/go/public/opportunity/current">etender.psdf.org.pk/esop/guest/go/public/opportunity/current</a></li> <li>PPRA website <a href="http://www.ppra.punjab.gov.pk">ppra.punjab.gov.pk</a></li> </ul>						
<p><b>Important Information:</b></p> <ul style="list-style-type: none"> <li>Follow instructions on <a href="https://etender.psdf.org.pk">etender.psdf.org.pk</a></li> <li>The bidding procedure shall be governed strictly in accordance with the Punjab Procurement Rules 2014 through national competitive bidding procedure</li> </ul>						
<p align="center"> <b>Procurement Department, Punjab Skills Development Fund</b>            21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore, Pakistan.            UAN: 042-111-11-PSDF(7733)   Toll Free:0800-48627 (HUNAR)   Website: psdf.org.pk         </p>						



## 2) Instruction to Bidders

The Selection of Bidder will be based on **Least Cost Selection Method** through National Competitive Bidding following **Single Stage Two Envelopes** bidding procedure.

- a) The bid shall be submitted through E-tendering portal under Qualification (Eligibility), Technical and Financial/Commercial envelopes with all the supporting documentary evidence.
- b) In the first instance, qualification/technical envelope shall be opened on the E tender portal, and the envelope marked as "Financial Proposal" shall be retained unopened
- c) PSDF shall evaluate Technical Proposals in a manner prescribed in section– **03 and 09** (Technical Envelope) available on the E-Tender portal, without reference to the price and shall reject any proposal which does not conform to specified requirements.
- d) During the technical evaluation, no amendments to Technical Proposal shall be permitted.
- e) After the evaluation and approval of the technical proposals, the financial/commercial envelope (on E-tender portal) shall be opened for technically responsive bids, publicly at a time, date and venue announced and communicated to the bidders in advance, with in the bid validity period.
- f) The financial bids found technically non-responsive shall be rejected.
- g) Financial (Commercial Envelope) Proposal shall be evaluated based on PSDF's evaluation criteria as provided in section **11** of the bidding document and envelopes available on portal.
- h) Minimum passing marks are 65, a bidder who obtains a minimum of 65 marks or more shall be marked as technically qualified and shall be considered for financial bid opening.
- i) The financial proposal of the bids found technically non-responsive shall be retained unopened and shall be returned on the expiry of the grievance period or the decision of the complaint, if any, filed by the non-responsive bidder, whichever is later: provided that the procuring agency may return the sealed financial proposal earlier if the disqualified or non-responsive bidder, contractor or consultant submits an affidavit, through an authorized representative, to the effect that he is satisfied with the proceedings of the procuring agency
- j) The lowest evaluated bid shall be awarded the contract
- k) This document has different sections carrying information on eligibility, technical evaluation, Scope of work, conditions of tender and form of contract, etc. to assist potential bidders to develop their Technical Proposals.

## 3) Conditions for Eligibility (Qualification Envelope)

The bidders, fulfilling the following criteria, shall be considered eligible for the bidding process.

1. Evidence of the bidding firm/company's registration/Incorporation is required (Please attach Copy of certificate of incorporation/company registration certificate.)

2. Must be an Active Taxpayer as per “Active Taxpayer List” of FBR and provide General Sales Tax (GST)/ Provincial Sales Tax (PST) (if applicable) in the name of organization and provide a copy of registration. (Please attach proof to ascertain that firm is on active taxpayer list of FBR and proof for registration in PRA (if applicable) in the name of the firm is also required.)
3. Affidavit on stamp paper, declaring that the company is not blacklisted by any autonomous body/government/semi-government or any organization. (Please attach copy of Affidavit on stamp paper of **Rs 100**, declaring that the company is not blacklisted.)
4. Joint venture of any kind is not allowed to participate in the bid. (Please attach a declaration on letterhead that not participating as Joint venture.)
- 5.

If the bidder fails to provide information as per the above-mentioned or does not fulfil the requirement of, “Eligibility Criteria Checklist” (Annex B) shall be disqualified and declared ineligible from the bidding process and its technical evaluation shall not be carried out.

#### 4) Scope of Work

Description of parameters/scope of work for required items are given as **Annex - D**. The bidders are requested to go through the document before the submission of the bids.

#### 5) Condition for Contract /General Guidelines

The successful bidder shall agree to the following terms of references to provide Goods to PSDF:

- a) PSDF reserves the right to award or not to award this contract, bidders who fail to submit complete and attach all the relevant documents shall be disqualified.
- b) PSDF shall enter into a formal contract with the successful bidder only and reserves the right to terminate the contract if the performance of the Bidder is unsatisfactory.
- c) Bidders to ensure that their bid documents are submitted online through E-tendering portal by or before the closing date and time.
- d) All documents and information received by PSDF from bidders will be treated strictly confidential.
- e) All expenses related to participation in this bidding process shall be borne by the bidder.
- f) PSDF reserves the right to request submission of additional information from applicants to clarify/further understand aspects of the technical proposal, if required.
- g) PSDF reserves the right to verify any information provided by the bidder and can visit business premises to verify the information.
- h) Bidder presenting information intentionally incorrectly or fraudulently will be disqualified.

- i) The competent authority may reject all bids or proposals at any time prior to the acceptance of a bid or proposal. PSDF 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.
- j) Successful bidders shall work with close coordination of PSDF Admin team.
- k) All the goods shall be checked and verified by PSDF Admin team.
- l) Bidder shall provide the details of the staff to contact with PSDF on regular basis to provide the services without any failure.
- m) **Clarifications/ queries may be requested by October, 11 2022, before 5:00 PM through message box option of e-tendering portal and no response shall be given, if not requested through the message box of e-tendering portal.**
- n) Punjab Procurement Rules, 2014 will be applicable for this procurement
- o) Although adequate thought has been given in the drafting of this document, errors such as typos may occur which the PSDF will not be responsible.

#### **6) Form of Contract**

- a. The successful bidder shall sign and execute the standard contract of PSDF (tentative Draft attached as annex-I) including any general conditions on the terms and conditions specified therein. Any amendment to the standard contract shall be made with the mutual consent of both parties.
- b. The successful bidder shall sign a contract and shall provide the agreed goods within the stipulated time agreed in the contract.
- c. The duration of the contract shall be 1-year; however, it can be extendable for another term with the mutual consent of both the parties.
- d. If PSDF cancel the contract during the contract period, a notice period of 1 month shall apply.
- e. In case of any dispute arises regarding the services, the decision of the PSDF shall be considered final & binding.
- f. Failure to comply with any terms and conditions in the tender document and contract given out to the successful bidder could incur imposition of penalties as spelled out later in the contract.
- g. All the payments will be done on post monthly basis, after verification of satisfactory services by the Admin team of PSDF.
- h. All taxes will be deducted in accordance with the applicable laws.
- i. The bid shall remain valid for the period of **120 days** from the date of bid opening.

#### **7) Form of Bid**

The Bidders shall follow the Form of Bid specified in **Annex F** to submit the financial bid.

#### 8) Delivery Timelines or Completion Date

Unless agreed otherwise, the supply of stationery & grocery item & General Supplies shall be provided within one week from the issuance date of the Purchase Order as per the business needs.

#### 9) Technical Evaluation Criteria

The technical proposal of eligible organizations will be evaluated against requirements specified in the in “**Annex – D**”.

#### 10) Performance Security

Successful bidder will submit a performance guarantee (bank guarantee or any other form of performance security acceptable to PSDF) of 2% of contract value at the time of signing the contract which will be returned after completion of contract.

#### 11) Financial Evaluation Criteria

The Financial Proposals of only eligible bidders with technically qualified will be opened publicly in the presence of bidders or their representatives who may choose to be present, at the time and place announced prior to the opening. Please provide information regarding Financials in **Annex – F**” and commercial envelope of the E-tendering portal.

#### 12) Submission of Bids (Technical and Financial Proposal): -

Complete bid containing the Technical (Qualification & Technical Envelopes) and Financial (Commercial Envelope), with all required information, documentary evidence, and annexures must be submitted on the e-tendering portal before closing dated i.e., **October 14, 2022, at 03:00 PM**. Technical proposals shall be publicly opened on the same day **October 14, 2022, at 03:30 PM** in the presence of bidder’s representatives who wish to attend it.

##### a. Bid Security

Bid Security of 1% in the form of a pay-order or demand draft favouring Punjab Skills Development Fund shall reach to PSDF, **Procurement Department on 21 A, H-Block, Dr. Mateen Fatima Road, Gulberg II, Lahore – Pakistan** before the opening of the bid (Please mention the title of the procurement on envelope). If original bid security is not delivered before the opening of the bid, the bidder shall be disqualified for further proceeding. ***The Bid Security should be valid for a period not less than 6 months and a scanned copy must be attached in the financial envelope of the e-tendering portal.*** Bid Security of disqualified bidders will be returned after awarding the business to the successful bidder on request.

##### b. Cover Letter for the Submission of Technical Proposal

A cover letter as specified in “**Annex H**” shall be submitted with the proposal.

## Annexures

### Annex – A Organizational Information

Organization Information			
Sr. #	Required Information	Response	
1	The legal name of the organization		
2	Year of Registration / Establishment of the Organisation		
3	National Tax Number		
	General / Punjab Sales Tax Number		
5	What is the legal status of your organization? Tick the relevant box (one box only). (Attach Copy/Copies of Registration Certificate/s)	Public Sector Organisation	
		Section 42 Company	
		Public Ltd. Company	
		Private Ltd. Company	
		Private Partnership Firm	
		Others (Please specify)	
6	Name and designation of 'Head of Organization'		
7	Mobile:		
	Phone/s:		
	Email:		
	Fax:		
	Address of organization:		
	Website address:		
8	Name and designation of 'Contact Person':		
	Phone/s:		
	Mobile:		
	Email:		
	Fax:		



### Annex – B Eligibility Response Checklist

Eligibility Check List				
Sr. No	Eligibility Criteria Details	Response/Elaboration/ Proof Required	Attached Supporting Documents/Proof and mark Yes/No	
			Yes	No
1	Evidence of the bidding firm/company's registration/Incorporation is required	(Please attach Copy of certificate of incorporation/company registration certificate.)	<input type="checkbox"/>	<input type="checkbox"/>
2	Must be an Active Taxpayer as per "Active Taxpayer List" of FBR and provide General Sales Tax (GST)/ Provincial Sales Tax (PST) (if applicable) in the name of organization and provide a copy of registration.	(Please attach proof to ascertain that firm is on active taxpayer list of FBR and proof for registration in PRA (if applicable) in the name of the firm is also required.)	<input type="checkbox"/>	<input type="checkbox"/>
3	Affidavit on stamp paper, declaring that the company is not blacklisted by any autonomous body/government/semi-government or any organization.	(Please attach copy of Affidavit on stamp paper of Rs 100, declaring that the company is not blacklisted.)	<input type="checkbox"/>	<input type="checkbox"/>
4	Joint venture of any kind is not allowed to participate in the bid.	(Please attach a declaration on letterhead that not participating as Joint venture.)	<input type="checkbox"/>	<input type="checkbox"/>

### Annex – C Relevant Experience

Relevant Experience		
Sr. #	Required Information	Response  (Please provide exact information with the organization name, location/s, and duration)  Provide data in the sequence given below
1	Name of Organizations with addresses	i.
		ii.
		iii.
		iv.
2	Start and end dates of providing Goods/Services (For example – Jan 2010 to September 2020)	i.
		ii.
		iii.
		iv.
3	Goods/Services provided to Number of companies/firms	i.
		ii.
		iii.
		iv.

## Annex – D Scope of Work

### Category -1 Stationary

Sr.#	Item Name	Item Specification	Offered Brand
1	Ball Pen	Local / China	
2	Ball Pen	gonomic triangular shape for relaxed and easy writing Particularly smooth writing performance Particularly smooth writing performance Push-button clip in ink colour Indelible ink conforming to ISO 12757-2 (*) Airplane-safe - automatic pressure equalization prevents pen from leaking on board aircraft	
3	Ball Pen	gonomic triangular shape for relaxed and easy writing Particularly smooth writing performance Particularly smooth writing performance Push-button clip in ink colour Indelible ink conforming to ISO 12757-2 (*) Airplane-safe - automatic pressure equalization prevents pen from leaking on board aircraft	
4	Ball Pen	gonomic triangular shape for relaxed and easy writing Particularly smooth writing performance Particularly smooth writing performance Push-button clip in ink colour Indelible ink conforming to ISO 12757-2 (*) Airplane-safe - automatic pressure equalization prevents pen from leaking on board aircraft	
5	Ball Pen	gonomic triangular shape for relaxed and easy writing Particularly smooth writing performance Particularly smooth writing performance Push-button clip in ink colour Indelible ink conforming to ISO 12757-2 (*) Airplane-safe - automatic pressure equalization prevents pen from leaking on board aircraft	
6	Ball Pen	gonomic triangular shape for relaxed and easy writing Particularly smooth writing performance Particularly smooth writing performance Push-button clip in ink colour Indelible ink conforming to ISO 12757-2 (*) Airplane-safe - automatic pressure equalization prevents pen from leaking on board aircraft	
7	Ball Pen	gonomic triangular shape for relaxed and easy writing Particularly smooth writing performance Particularly smooth writing performance Push-button clip in ink colour Indelible ink conforming to ISO 12757-2 (*) Airplane-safe - automatic pressure equalization prevents pen from leaking on board aircraft	
8	Ball Pen	Recycled Material(s): No Line Width: 0.5mm Tip Width: 0.7mm to 0.7mm Permanent/Non-Permanent: Permanent Retractable: No Eraser: No	
9	Ball Pen	Recycled Material(s): No Line Width: 0.5mm Tip Width: 0.7mm to 0.7mm Permanent/Non-Permanent: Permanent Retractable: No Eraser: No	
10	Binding Tape	China / Local	
11	Binding Tape	China / Local	
12	Battery Cell	Classification: Alkaline Chemical System: Zinc-Manganese Dioxide (Zn/MnO <sub>2</sub> ) Designation: ANSI-13A, IEC-LR20 Nominal Voltage: 1.5 volts Nominal IR: 200 to 400 milliohms (fresh) Operating Temp: -18°C to 55°C (0°F to 130°F) Typical Weight: 139 grams (4.9 oz.) Typical Volume: 56.0 cubic centimeters (3.4 cubic inch) Jacket: Plastic Label Shelf Life: 10 years at 21°C Terminal: Flat Contact Manufactured: Made in the USA	
13	Battery Cell	Classification: Alkaline Chemical System: Zinc-Manganese Dioxide (Zn/MnO <sub>2</sub> ) Designation: ANSI-13A, IEC-LR20 Nominal Voltage: 1.5 volts Nominal IR: 200 to 400 milliohms (fresh) Operating Temp: -18°C to 55°C (0°F to 130°F) Typical Weight: 139 grams (4.9 oz.) Typical Volume: 56.0 cubic centimeters (3.4 cubic inch) Jacket: Plastic Label Shelf Life: 10 years at 21°C Terminal: Flat Contact Manufactured: Made in the USA	
14	Box File with Clip	1) Size: Foolscap, A4 , 2) Material: Paper Board, 3) Colour: All Colours 4) Generic: Box File ,5) Capacity: 65-70 MM Spine width	
15	Gum stick	The glue stick with a unique screw cap that prevents the glue from drying out. The glue formula consists of 98% natural ingredients (including water) and is solvent free. Glues strong, fast and durable, glides	

		smoothly, is highly efficient and of course cold washable. Additionally the container of the stic is made from 50% recycled plastic.	
16	Highlighter	Highlighter with large ink reservoir for extra-long highlighting performance INK-JET SAFE – does not smudge inkjet printouts and handwritten texts Airplane-safe - automatic pressure equalization prevents pen from leaking on board aircraft Ultra-soft chisel tip approx. 1 – 5 mm ,Fast-drying, Twist cap for easy opening	
17	Lead Pencil	2.0 MM lead for use on paper and drawing card	
18	Masking Tape	Local / China	
19	Marker	Excellent smudge-proof and waterproof qualities on almost all surfaces, Dries in seconds, therefore ideal for left-handed users, Colour-intensive, low-odour Lightfast (black and green for over 10 years on paper) Black and green are weatherproof, DRY SAFE – can be left uncapped for days without drying up (Standard atmosphere according to ISO 554), Linewidth approx. 2 mm	
20	Marker	Excellent smudge-proof and waterproof qualities on almost all surfaces, Dries in seconds, therefore ideal for left-handed users,Colour-intensive, low-odour Lightfast (black and green for over 10 years on paper), Black and green are weatherproof DRY SAFE – can be left uncapped for days without drying up (Standard atmosphere according to ISO 554), Linewidth approx. 2 mm	
21	Marker	Can be dry-wiped from whiteboards and surfaces like glass and porcelain without leaving a trace Fast-drying, low odour, Locked tip, DRY SAFE – can be left uncapped for days without drying up (Standard atmosphere according to ISO 554), PP barrel and cap guarantee long service life Airplane-safe - automatic pressure equalization prevents pen from leaking on board aircraft Linewidth approx. 2 mm, Refillable with refill station 488 51	
22	Plastic Folder	China / Local	
23	Paper Clip	China / Local	
24	Punch Machine	China / Local	
25	Register (For letter Received)	China / Local	
26	Register (For letter Dispatched)	China / Local	
27	Register (Stock)	China / Local	
28	Stamp Pad	China / Local	
29	Stapler	Specification : 30sheets/75g FeatureFull strip, load 150pcs staples, Staple Type24/6 or 26/6 staples ,Spec. 1Metal pull bar, Spec. 217.6x4.3x6.7cm	
30	Stapler	HEAVY DUTY STAPLER , Specification : 210sheets/80g, MaterialTPE + Full metal material FeatureFront Loading mechanism, Staple Type23/6~23/23 staple, ≤100 pcs of staples	
31	Stapler Pin Remover	China / Local	
32	Stapler Pin	China / Local	
33	Stapler Pin	China / Local	
34	Stamp Pad Ink	China / Local	
35	Separator	China / Local	
36	White Board	China / Local	
37	White Board	China / Local	
38	White Board	China / Local	

39	Eraser	Premium quality for first-class erasing performance, Minimal crumbling, Protective cellophane wrapper with practical tear-and-open strip, Sliding sleeve for convenient handling, Phthalate and latex free, Age-resistant, Best erasing performance with little wear, No discolouration of the eraser on paper	
40	Ruler Paper	China / Local	
41	Cutter	China / Local	
42	Stapler	Specification Staples - 26/6, Material Zinc plated wire iron material, Packaging 100pcs/row, 1000 pcs per box, Spec. 1 Staple up to 30 sheets (70gsm)	
43	Sticky Notepad	Specification 76x101mm 3"x4" sheet, Material Paper, glue Packaging 4x25 sheets/OPP bag, Paper 70gsm paper, Quantity 4x25 sheets	
44	Flag for File	Specification 43x12mm tab, Material BOPP, glue Packaging 5x20 sheets/PVC sheet holder Accessory With PVC sheet holder, Quantity 5x20 sheets	
45	Notice Board	43x12mm tab	
46	Correction Pen	For perfect precision in correcting, Handy and versatile Quick-drying, With high-quality metal tip including miniature protective cap	
47	Sharpener	China / Local	
48	D-ring File	China / Local	
49	Pin Thumb	China / Local	
50	Tape Scotch	Local / China	
51	Calculator	Type : Mini Desk Type, Digit : 12 Digit, Rapidly calculates quotient and remainder Tax calculation, Automatic calculation of price plus tax, price less tax, discount, selling price, tax amount, discount amount, and margin amount. Time calculation, Time calculation allows easy input and calculation of hour, minute, and second values., Day/Date calculation, Day/Date calculations allow easy input and calculation of duration or date. Two-way power (Solar + Battery) Solar powered when light is sufficient, battery powered when light is insufficient. Function command signs, A symbol (+, -, x, ÷) on the display indicates the status of operation you are currently performing. Key rollover Key operations are stored in a buffer, so nothing is lost even during high-speed input. Extra Large display Larger display makes more data easier to read. Plastic keys Designed and engineered for easy operation.	
52	Paper Ream	Copy paper 80 Gsm. Paper size Legal Two-sided usage gives the paper sheet high opacity. Smooth paper surface makes sharp printing and copying. Should be Smooth paper surface Should be Use Two-sided Should be Bright Appearance gives high print contrast to the printing Should be Sharp cutting edges prolongs performance of copying machine Should be Anti-curl quality reduces paper jams in the copier Should be Low dust content minimizes copier running cost Should be 500 sheets of paper guarantee in Each Pack	
53	Paper Ream	Copy paper 80 Gsm. Paper size A4 (210 X 297 mm.) Two-sided usage gives the paper sheet high opacity. Smooth paper surface makes sharp printing and copying. Should be Smooth paper surface Should be Use Two-sided Should be Bright Appearance gives high print contrast to the printing Should be Sharp cutting edges prolongs performance of copying machine Should be Anti-curl quality reduces paper jams in the copier Should be Low dust content minimizes copier running cost Should be 500 sheets of paper guarantee in Each Pack	
54	Envelop	> Two-sided usage gives the paper sheet high opacity.	
55	Envelop	> Smooth paper surface makes sharp printing and copying.	
56	Envelop	> Available size paper 250 sheets and paper 500 sheets (1ream)	
57	Window Envelope	China / Local	
58	L- Folder	China / Local	

59	L- Folder	China / Local	
60	Plastic File	China / Local	
61	Packing Tape	China / Local	
62	RFID PVC CARD	Materials :PVC, PET, ABS, PET-G, etc. Chip Available :TK4100, EM4200, Hitag2, F08, MIFARE 1K, MIFARE 4K, MIFARE Ultralight, MIFARE DESFire EV1, I CODE SLI, Alien H3, Alien H4, Monza 4/5/6, etc. Protocol : ISO11784/ ISO14443A/ ISO15693/ IS18000-6B/ EPC C1 GEN2 ID Number Printing : Jet dot printing/ Thermo transfer/ Laser engrave Surface : Frosted/Glossy/Matte Finishing Printing Options: Full color offset printing, Silk-screen printing, etc.	
63	Scissor	China / Local	
64	Executive File Folder	Leatherite Executive File Folder Legal Size	
65	Highlighter	Highlighter with large ink reservoir for extra-long highlighting performance INK-JET SAFE – does not smudge inkjet printouts and handwritten texts Airplane-safe - automatic pressure equalization prevents pen from leaking on board aircraft Ultra-soft chisel tip approx. 1 – 5 mm Fast-drying Twist cap for easy opening Made with recycle material	
66	Writing Pad	China / Local	
67	Writing Pad	China / Local	
68	Writing Pad	China / Local	
69	PVC Card Jacket	Max Card Insert Dimensions: 3 3/8" x 2 1/8" Outside Dimensions: 3 1/2" H x 2 1/4" W Credential Orientation: Convertible Color: Black	
70	Yoyo for Employee Card	The diameter of reel should be 1-1/4 inches. The retractable cord on this reel measures 34 inches long and will be tested to last 100k uses! The extra strong strap is fiber-reinforced so it can withstand lots of use	
71	Binder Clip Large	China / Local	
72	Binder Clip Med	China / Local	
73	Binder Clip Small	China / Local	
74	3 Tier Paper Trey Steel Mesh	LOOKS PROFESSIONAL & LIGHTWEIGHT, With product weight under 1lb moving is effortless. 2" gap between trays helps to easily access papers and high quality rubber feet avoids desktop scratches. DIMENSIONS: L13.9" H10.3" W11.6"	
75	Letter Size Envelope	Made with 100 Imported paper size 9x4	
76	Key Chain Wire Rope for Employee Card	Heavy Duty Retractable Key Chain Keyring Non-Slip Badge Reel Clips with 60cm/ 23.6 Inches Steel Wire Rope, Black Material: durable plastic/ ABS (Metal clip/ key ring) Metal pull rope: approx 60cm/ 3.6 inches Components: metal clip, retractable reel, metal key ring Application: suitafor ID card, badge holder, entrance card, keys, lanyards, etc.	
77	Card Holder Leather	Wallet measures 3.93 * 2.56 * 0.75 inch. Specifications: Color : Carbon Fiber RFID Card Holder. Weight : 85g. Size : 9.8cm*6.5cm*1.5cm. Material: aluminum alloy + top layer leather.	
78	Executive Box File (Blue & White)	Colored Lever Arch Box File- 1270-Blue	
79	80Gram A4 Size Recycled Paper Ream	A4 Recycled Paper is made with a minimum of 75% post-consumer recycled pulp. It is de-inked without bleaching and free from optical brightening agents, providing a low whiteness paper ideal for everyday home or office printing. Even the packaging is recycled	
80	80Gram Legal Size Recycled Paper Ream	Legal Size Recycled Paper is made with a minimum of 75% post-consumer recycled pulp. It is de-inked without bleaching and free from optical brightening agents, providing a low whiteness paper ideal for everyday home or office printing. Even the packaging is recycled	

## Category-2

### Grocery/Kitchen Items

Sr.#	Item Name	Item Specification	Offered Brand
1	Dry Milk ( 2KG PKT)	Calories: 139 Calories from Fat 51.3 Total Fat 5.7g Saturated Fat 0g Total Carbohydrate 15.81g Dietary Fiber 0g Sugars 0g Protein 6.15g Est. Percent of Calories From: FAT 36.9% Carbs 45.5% Protein 17.7%	
2	Tea Bag ( 600 Tea Bag Pkt)	Black Tea	
3	Green Tea Bag (100 Tea Bag Pkt)	Green Tea, Lemon peels, Lemon flavour & Lemon grass flavour	
4	Biscuits (6 Roll Pkt)	Cereals 49.3% (Wheat Flour 33.7%, Whole Wheat Flour 15.6%) Sugar, Vegetable Oil (Palm, Rapeseed and Sunflower), Glucose Syrup, Wheat Starch, Lactose and Milk Proteins, Raising Agents (Ammonium Acid Carbonate)	
5	Coffee (475 Gram Jar)	100% pure coffee beans	
6	Sugar (5 Kg Pkt)	Simple sugars are called monosaccharides and include glucose (also known as dextrose), fructose, and galactose	
7	Cardamom Tea ( 500 Gram Pkt)	Sugar, Milk & Tea extract (50%)	

## Category - 3

### Miscellaneous Items

Sr.#	Item Name	Item Specification	Offered Brand
1	Tissue Box	Number of Sheets: 150 Double Ply Sheet Size: (205 X 155 mm) ± 5mm Ultra Soft Highest Quality Material with Finest Tissue	
2	Tissue Rolls	Roll Length: 24 m, Roll Width: 100 mm. Ultra Soft, Finest Tissue	
3	Hygiene Towel Tissue	White Colour Hi-Jeen Tissue	
4	Windows & Glass cleaning Liquid	Anti-Mist and Anti-Static additives that gives sparkling streak-free shine	
5	Multipurpose liquid Cleaner	Multi surface cleaner ,3x cleaning power on kitchen grease, burnt on food and bathroom dirt Kills 99.9 percentage of bacteria, such as E. coli Can be used neat as well as diluted Leaves a fresh fragrance	
6	Dish Wash Soap	Power of 1000 lemons, Cut tough grease and leaves dishes sparkling and germ-free	
7	Duster	Simple Cotton Duster for Kitchen Use 2' x 3'	
8	Insect Killer	"Insect Seeking Fly Spray" uses the active ingredients Allethrin (2.09 g/kg) and Resmethrin (0.39 g/kg), both Pyrethroid neurotoxins which are considered generally safe in typical doses, although one study have found an association between exposure to pyrethroids and attention-deficit/hyperactivity disorder	

9	Floor Mop	Thread Mop 3' Local	
10	Phenyl	Local	
11	Dish Wash Liquid	Anti-bacterial kills 99.9% germs on utensils and kitchen surfaces allowing you to entirely wash away more than just tough grease and giving you peace of mind that your dishes, pots, pans and glasses are as clean as can be. Tough on grease and germs, gentle on hands, it is highly recommended for cleaning children's utensils.	
12	Toilet Sweep	hydrochloric acid (10%) as the active ingredient, along with butyl oleylamine and others in an aqueous solution	
13	Dustbin	The body of 120L pedal bin stacked, outside with wrapping film; The wheels: finished assembling The plug: Hang at the back of the handle of the 120L pedal bin The plug: Hang at the back of the handle of the 120L pedal bin Lid: 1pc with a polybag 120l pedal bin 4.Outdoor using pedal bin Sizwe 55*49*93	
14	Dustbin	Office Dustbin Steel Mesh	
15	Air freshener	Scented oils, Freshmatic Ultra, Freshmatic Compact, Scent ribbons, Scented candles	
16	Handwash liquid Soap	Local / Anti-Bacterial	
17	Handwash liquid Soap	Total 10 Germ Protection Hand Wash contains our patented ingredient, Activ Naturol Shield, ensuring your hands are clean and protected against germs. The special formula is proven to remove 99.9% of germs in just 10 seconds	
18	Chrome & metal Polish	Safely cleans and polishes chrome, stainless steel, brass, bronze and copper Brings out the reflective sparkle and shine Helps restore metals to "like-new" condition Helps restore metals to "like-new" condition Removes or minimizes pitting or spotting of metals	
19	Floor Mention Wax Polish	High performance, Easy to apply & Effective long shelf life, Gives and Instant Shine	
20	Auto Air Freshener Dispenser		
21	Auto Soap Dispenser	features: easy to install.smart-looking and elegant design. made of good quality material, durable to use. Descriptions: Power:6V DC,By 4 x aaa battery Sense:0.5s sense time Capacity : 800ml Material :Abs plastic	
22	Towel Tissue Dispenser	Diemension 1x1, Material ABS with Transparent Lid cover	
23	Dust Bin (stainless steel/Pedal/hydraulic)	1)Good material strength 2) Sturdy and Light weight 3) Do not bend and have longer life 4) Material = SS202 or SS304 Grade 3) Do not bend and have longer life 4) Material = SS202 or SS304 Grade 5) Volumetric Capacity = Ranging from 10 ltrs to 30 ltrs 6) With Hydraulic lid 9) Mirror and Matt Finish	
24	Paper Bin Steel Mesh	China Paper Waste Bin	



### Annex – E Technical Evaluation Criteria

Technical Evaluation Criteria				
S. N o.	Descriptions	Total Points	Category Points	Remarks (Attachment of relevant evidence in each case is mandatory. In case of non-compliance no mark will be awarded)
1	<b>Relevant Experience</b>	<b>20</b>		
	3 years or more experience of providing Office Stationery or Grocery or General Supplies.		20	Documentary proof (copies of contract or Purchase Orders) should be furnished.
	Minimum 1 years or more but less than 3 years' experience of providing Office Stationery or Grocery or General Supplies.		15	
2	<b>Client Portfolio</b>	<b>20</b>		
	Currently working with 5 or greater than 5 clients of providing Office Stationery or Grocery or General Supplies.		20	Documentary proof (copies of contract or Purchase Orders) should be furnished.
	Currently working with 3 or greater than 3 but less than 5 clients of providing Office Stationery or Grocery or General Supplies.		15	
3	<b>The Firm/Company Head office</b>	<b>10</b>		
	Firm/Company must have Head office in Lahore		10	Please attach declaration on letter head.
4	<b>Financial Capability/Annual Turn Over / Sales/Revenue</b>	<b>15</b>		
	If equal to or greater than Rs. 5 million		15	Copy of tax return or audit report for the year 2020-21 done by ICAP registered auditing firm
	If greater than Rs. 3 million but less than Rs. 5 million		10	
5	<b>Inspection of Samples</b>	<b>35</b>	35	Please attach complete list mentioning brand names without price category wise complying with Specification and samples must be delivered in PSDF Office in sealed box before closing date.
<b>Total Points Awarded</b>		<b>100</b>		

**Annex – F Financial Proposal**

**COSTING SHEET OF STATIONERY & GROCERY & GENERAL ITEMS**

**Category -1 STATIONERY**

Sr.#	Item Name	Item Specification	Offered Brand	UOM (Unit of Measure)	Unit Rate Rs.
1	Ball Pen				
2	Ball Pen				
3	Ball Pen				
4	Ball Pen				
5	Ball Pen				
6	Ball Pen				
7	Ball Pen				
8	Ball Pen				
9	Ball Pen				
10	Binding Tape				
11	Binding Tape				
12	Battery Cell				
13	Battery Cell				
14	Box File with Clip				
15	Gum stick				
16	Highlighter				
17	Lead Pencil				
18	Masking Tape				
19	Marker				
20	Marker				
21	Marker				
22	Plastic Folder				
23	Paper Clip				
24	Punch Machine				
25	Register (For letter Received)				

26	Register (For letter Dispatched)				
27	Register (Stock)				
28	Stamp Pad				
29	Stapler				
30	Stapler				
31	Stapler Pin Remover				
32	Stapler Pin				
33	Stapler Pin				
34	Stamp Pad Ink				
35	Separator				
36	White Board				
37	White Board				
38	White Board				
39	Eraser				
40	Ruler Paper				
41	Cutter				
42	Stapler				
43	Sticky Notepad				
44	Flag for File				
45	Notice Board				
46	Correction Pen				
47	Sharpener				
48	D-ring File				
49	Pin Thumb				
50	Tape Scotch				
51	Calculator				
52	Paper Ream				
53	Paper Ream				
54	Envelop				

55	Envelop				
56	Envelop				
57	Window Envelope				
58	L- Folder				
59	L- Folder				
60	Plastic File				
61	Packing Tape				
62	RFID PVC CARD				
63	Scissor				
64	Executive File Folder				
65	Highlighter				
66	Writing Pad				
67	Writing Pad				
68	Writing Pad				
69	PVC Card Jacket				
70	Yoyo for Employee Card				
71	Binder Clip Large				
72	Binder Clip Med				
73	Binder Clip Small				
74	3 Tier Paper Trey Steel Mesh				
75	Letter Size Envelope				
76	Key Chain Wire Rope for Employee Card				
77	Card Holder Leather				
78	Executive Box File (Blue & White)				
79	80Gram A4 Size Recyclable Paper Ream				
Total Price of Category -1 Stationary (Inclusive of all applicable taxes)					

## Category-2

### Grocery/Kitchen Items

Sr.#	Item Name	Item Specification	Offered Brand	UOM (Unit of Measure)	Unit Rate Rs.
1	Dry Milk				
2	Tea Bag				
3	Green Tea Bag				
4	Biscuits				
5	Coffee				
6	Sugar				
7	Cardamom Tea				
Total Price of Category -2 Grocery/Kitchen Items (Inclusive of all applicable taxes)					

## Category - 3

### Miscellaneous Items

Sr.#	Item Name	Item Specification	Offered Brand	UOM (Unit of Measure)	Unit Rate Rs.
1	Tissue Box				
2	Tissue Rolls				
3	Hygiene Towel Tissue				
4	Windows & Glass cleaning Liquid				
5	Multipurpose liquid Cleaner				
6	Dish Wash Soap				
7	Duster				
8	Insect Killer				
9	Floor Mop				
10	Phenyl				
11	Dish Wash Liquid				
12	Toilet Sweep				
13	Dustbin				

14	Dustbin				
15	Air freshener				
16	Handwash liquid Soap				
17	Handwash liquid Soap				
18	Chrome & metal Polish				
19	Floor Mention Wax Polish				
20	Auto Air Freshener Dispenser				
21	Auto Soap Dispenser				
22	Towel Tissue Dispenser				
23	Dust Bin (stainless steel/Pedal/hydraulic				
24	Paper Bin Steel Mesh				
Total Price of Category -3 Miscellaneous Items (Inclusive of all applicable taxes)					

**Terms & Condition:**

- The bidders who meet the technical criteria (35 Marks in Sample Inspection and overall, 65 Marks) and lowest in the cost of each category will be awarded the business.
- Samples must be submitted to PSDF before closing date. After the award of contract to successful bidder, all the samples will be returned to their respective bidders.
- The submitted samples must meet the required specifications of the items as per Annex-D.
- Payment shall be made within 30 days after the submission of invoice for the respective deliveries.

## Annex – G Declaration

### Declaration

Kindly provide the declaration as per the format provided below at the end of the proposal.

I, \_\_\_\_\_ hereby declare that:

- all the information provided in the technical proposal is correct in all manners and respects
- and I am duly authorised by the Governing body/Board/Management to submit this proposal on behalf of "[Click here and type the name of organization]"

<b>Name</b>	
<b>Designation</b>	
<b>Signature</b>	
<b>Date and Place</b>	

**Annex – H Cover Letter**

[Firm letterhead]

[Date]

To

Chief Executive Officer

[Address mentioned in Guidelines]

Re: Technical Proposal in respect of [Insert title of assignment]

Dear Sir,

We offer to provide the Goods for Office Stationery & General Supplies in accordance with your Tender dated [Insert Date of Tender advertised] as per the specification mentioned. We hereby submit our technical bid including the required documents in a technical envelope of e-tender.

We hereby declare that all the information and statements made in these proposals are true and accept that any misinterpretation contained therein may lead to our disqualification. Our proposal is binding upon us and subject to the modifications resulting from contract negotiations. We undertake that we will deliver the supplies as per the client's request if our bid is accepted. We understand that you are not bound to accept any or all proposals you receive.

Thank you.

Yours sincerely,

Signature

Name and title of signatory:



**Annex – I Draft Contract**

**DATED-**

**AGREEMENT FOR THE PROVISIONING OF STATIONERY AND GROCERY  
ITEMS**

**BETWEEN**

**Punjab Skills Development Fund**

**AND**

----

**THIS AGREEMENT** is made at Lahore, Pakistan this \_\_\_\_ day of \_\_\_\_:

**BETWEEN**

**PUNJAB SKILLS DEVELOPMENT FUND**, a company incorporated under the Companies Act 2017, having its office at 21-A, H Block, Dr. Mateen Fatima Road, Gulberg II, Lahore (hereinafter referred to as “**PSDF**” which expression shall, wherever the context so requires or permits, include its successors and assigns);

**AND**

\_\_\_\_, a company incorporated under the \_\_\_\_\_, having its office at \_\_\_\_\_ hereinafter referred to as “**Trader**” which expression shall, wherever the context so requires or permits include, its successors and assigns).

(PSDF and Trader shall individually be referred to as a “Party” and collectively as “Parties”)

**WHEREAS**, PSDF is a not-for-profit company established by the Government of Punjab to provide quality skills and vocational training opportunities to the underprivileged segment of the population in order to improve their livelihood prospects. In this regard PSDF desires to procure stationery and grocery items for its official use (“**Items**”).

**AND WHEREAS** Trader is desirous of providing the aforesaid Items and submitted its proposal/bid on \_\_\_\_\_2022 and the proposal/bid has been deemed successful for awarding of this Agreement. Trader has represented that it possesses the requisite items, expertise, professional experience & qualification, personnel to conduct the tasks envisaged by this Agreement.

**AND WHEREAS**, Trader has agreed to offer and PSDF has agreed to procure the envisaged items on the terms and conditions set out herein below.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

## **1. RECITALS**

1.1 The Recitals hereof shall form an integral part of this Agreement.

## **2. SCOPE OF WORK**

2.1. Trader agrees to provide the Items detailed in **Appendix A**.

2.2. Trader further agrees to provide all related Items and services that may be required by PSDF at any time during the term of this Agreement.

## **3. TERM & PAYMENT**

3.1 This Agreement shall come into force on the date of execution of this Agreement and its duration shall be one year extendable for a similar term on the same terms and conditions.

3.2 Time is of the essence in this Agreement and, whenever a date or time is set forth in this Agreement, the same has entered into and formed a part of the consideration for this Agreement. In case of delay, PSDF shall be entitled to impose a penalty of 1 per cent per day for a maximum of 10 per cent in total.

3.3 In consideration of the satisfactory provision of Items and related support, PSDF shall pay amounts in accordance with **Appendix B** of this Agreement.

3.4 All payments made hereunder shall be made subject to applicable tax deductions.

## **4. OBLIGATIONS**

- 4.1. In providing the Items and related support to PSDF, Trader shall, at all times, observe and comply with all the guidelines and policies of PSDF communicated to Trader from time to time.
- 4.2. Trader shall exercise reasonable care and due diligence in the performance of all obligations arising out of or in relation to this Agreement.
- 4.3. Trader shall carry out all activities under this Agreement with the highest standards of quality, professional and ethical competency and integrity.
- 4.4. Trader shall retain and maintain all records related to the Agreement during the life of the Agreement and 5 years after the expiry of this Agreement.
- 4.5. Trader shall further ensure that it has obtained all permissions to sell, dispose, use etc. the Items from the original manufacturer.
- 4.6. Trader shall provide the Items within the agreed time stipulated in the Purchase Order.

## **5. WARRANTIES AND REPRESENTATIONS**

### **5.1. TRADER'S WARRANTIES AND REPRESENTATIONS**

- 5.1.1. **TRADER WARRANTS AND REPRESENTS THAT IT HAS SUBMITTED CALL DEPOSIT RECEIPT (CDR).**
- 5.1.2. **TRADER REPRESENTS AND WARRANTS THAT IT** has the legal right and capacity to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized and no proceedings on part of any person are necessary to authorize this Agreement or to consummate the transactions contemplated hereby.
- 5.1.3. Trader is legally entitled, validly existing and carrying on its business under the laws of Pakistan and complies with the eligibility criteria set out in the expression of interest.
- 5.1.4. **TRADER WARRANTS AND REPRESENTS THAT IT IS AUTHORIZED BY THE ORIGINAL MANUFACTURER TO SELL AND PROVIDE THE ITEMS.**
- 5.1.5. **TRADER WARRANTS AND REPRESENTS IN CASE OF IMPORTED ITEMS,THE ITEMS WOULD BE IMPORTED DIRECTLY FROM THE ORIGINAL MANUFACTURER AND WOULD NOT BE ASSEMBLED OR REFURBISHED LOCALLY.**
- 5.1.6. **TRADER WARRANTS AND REPRESENTS THAT** it has the required professional skills, knowledge, expertise technical and financial resources required for the purposes of providing the Items and related services and carrying out all related activities in relation to this Agreement.
- 5.1.7. Trader warrants and represents that it has experience of at least 03 years of providing and supplying the Items.

- 5.1.8. Trader warrants and represents that it is in the business of supplying branded Items.
- 5.1.9. The execution and performance of this Agreement does not constitute a violation of any applicable laws of Pakistan and/or any agreement/understandings to which any or each of the said Parties are bound by.
- 5.1.10. Trader warrants that it possesses all requisite licenses, qualifications, certifications, registrations, regulatory approvals etc. for entering into, and performing its obligations under this Agreement.
- 5.1.11. Trader warrants and represents that there are no proceedings pending, or threatened, (i) for its dissolution or bankruptcy or (ii) that could adversely affect the performance of its respective obligations under this Agreement or the transaction contemplated hereby.
- 5.1.12. Trader warrants that it shall perform its obligations with all due diligence and efficiency and to the satisfaction of PSDF and shall exercise such skill and care in performance of the same in accordance with the best professional techniques, standards and practices in the training industry in engagements of similar scope, complexity and duration.
- 5.1.13. This Agreement and all documents to be executed by Trader and to be delivered to PSDF are/shall be duly authorized, registered, executed and delivered, and are/shall be legal, valid, and binding obligations of Trader.

## 5.2. PSDF's warranties and representations

- 5.2.1. This Agreement and all documents executed or to be executed by PSDF and to be delivered to Trader in connection herewith are/shall be duly authorized, executed and delivered, are legal, valid and binding obligations of PSDF enforceable in accordance with their respective terms, and do not violate the provisions of any agreement, judicial order, governmental ruling or applicable state or federal law or regulation to which PSDF is a party or to which PSDF is subject.

## 6. INDEMNITIES AND LIABILITIES OF TRADER

- 6.1. Trader shall be fully liable for the obligations arising out of or in connection with this Agreement.
- 6.2. Trader shall defend, indemnify and hold safe and harmless PSDF and its respective owners, employees, representatives and affiliates from and against any and all claims,

demands, complaints or actions, including those by third parties (including employees of Trader, its subcontractors and government agencies), arising from or relating to this Agreement (including personal injury, death, property damage or damage to the environment) to the extent arising out of or in connection with the purchase, any breach of this Agreement or violation of law by Trader or any contractor thereof, and including claims of or actual joint or concurrent negligence, but not including any sole or gross negligence, or willful misconduct of PSDF. The claims, demands, complaints and actions covered hereunder include but are not limited to all settlements, losses, liabilities, judgments, court costs, reasonable attorneys' fees, fines, penalties and other litigation costs and expenses arising from or related to such claims, demands, complaints or actions.

## **7. INDEMNITIES AND LIABILITIES OF PSDF**

- 7.1. Except for a breach of this Agreement, in no event shall PSDF be liable to Trader for any loss of profits, loss of business, interruption of business, or for indirect, special, incidental or consequential damages of any kind, even if such Trader received advance notice of the possibility of such damages.
- 7.2. Trader shall have no claim against PSDF for any liability whatsoever unless expressly provided in this Agreement. In this regard, PSDF's liability shall be excluded to the fullest extent permitted under law and to the extent it cannot be excluded under law; the maximum overall liability of PSDF shall not exceed value of the contract for any and all claims and losses.

## **8. EVENTS OF DEFAULT**

- 8.1. The following events shall each constitute an "Event of Default" by Trader:
  - 8.1.1. If Trader violates or breaches, or materially fails to fully and completely observe, keep, satisfy, perform and comply with, any agreement, term, covenant, condition, requirement, restriction or provision of this Agreement and does not cure such violation, breach or failure within thirty (30) days after PSDF gives

Trader written notice of such violation, breach or failure, or, if such violation, breach or failure can be cured but not within thirty (30) days with the use of diligent efforts, if Trader does not commence to cure such violation, breach or failure within such thirty (30) day period.

8.1.2. If the items provided does not conform to any requirements of PSDF and subject to the same being informed to Trader in writing and the same not having been replaced within \_\_\_\_days.

8.2. PSDF reserves the right to terminate the Agreement at any point in time without assigning any reasons with a months' notice.

## **9. ENTIRE AGREEMENT**

**THIS AGREEMENT, TOGETHER WITH THE APPENDICES A AND B CONSTITUTES THE ENTIRE AGREEMENT AND UNDERSTANDING OF THE PARTIES WITH RESPECT TO ITS OBJECT AND SUPERSEDES AND CANCELS ANY PRIOR REPRESENTATION, COMMITMENT, UNDERTAKING OR AGREEMENT BETWEEN THE PARTIES, WHETHER ORAL OR WRITTEN, WITH RESPECT TO OR IN CONNECTION WITH ANY OF THE MATTERS OR THINGS TO WHICH SUCH AGREEMENT APPLIES OR REFERS.**

## **10. RECORD**

Trader shall retain all the record and working papers including monthly/quarterly reports, contracts, policies/ procedures Invoices, receipts and other documentary evidences in connection with the execution of this Agreement for a period of five years after the termination of this Agreement.

## **11. ASSIGNMENT**

Trader shall not assign, transfer or in any other way alienate any of its rights or obligations under this Agreement whether in whole or in part without the prior written consent of PSDF.

## **12. CONFIDENTIALITY**

12.1 Except as otherwise permitted by this Agreement, neither of the parties to this Agreement may disclose to third parties the contents of this Agreement or any information (other than Tax Advice) provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Either of the parties to this Agreement may, however, disclose such information to the extent that it:

- a) Is or becomes public other than through a breach of this Agreement;
- b) Is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information;
- c) Was known to the recipient at the time of disclosure or is thereafter created independently;
- d) Is disclosed as necessary to enforce the recipient's rights under this Agreement; or
- e) Must be disclosed under applicable law, legal process or professional regulations.

12.2 Either of the Parties to this Agreement may use electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement.

### **13. BLACKLISTING**

After signing the Agreement, if Trader is unable to fulfil its obligations and abandons Trader without any cogent reason, Trader may be blacklisted by PSDF and may be prohibited from participating in any PSDF funded schemes in the future.

### **14. FORCE MAJEURE**

- 14.1 Any event or circumstances beyond the reasonable control of a Party and unavoidable by the affected Party by exercise of due care shall be deemed as an 'event of Force Majeure'. This shall include, but not be limited to, earthquakes, tsunamis, fire, explosion, terrorism, storm, flood, lightning, war and hostilities.
- 14.2 If either party is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof.
- 14.3 Neither party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that such delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.

### **15. NOTICES**

15.1 A notice or other communication under or in connection with this Agreement shall be:

- (a) in writing;
- (b) in the English language; and
- (c) delivered personally, sent by courier or transmitted by email to the Party to which it is intended to be delivered.

15.2 Addresses: \_\_\_\_\_



## **16. SEVERABILITY**

In the event that any provision of this Agreement shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of this Agreement either void or unenforceable, and all other provisions shall remain in full force and effect unless the provision(s) that is/are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either Party.

## **17. Variations**

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of all the Parties.

## **18. COUNTERPARTS**

This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts and each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original, but taken together, they shall constitute one and the same instrument.

## **19. AMENDMENTS**

Any amendment to this Contract shall only be binding if executed in writing by the parties through their duly authorized representatives.

## **20 ARBITRATION AND GOVERNING LAW**

- 20.1 This Agreement shall be governed by, construed and enforced in accordance with the laws of the Pakistan and the parties consent and submit to the jurisdiction and service of process to the courts in Lahore.
- 20.2 The Parties agree that in case of any dispute regarding the quantity, quality of Items and specifications, the decision of PSDF shall be binding and final.
- 20.3 The Parties agree that in all other disputes, differences and questions in respect of any matter under this Agreement, whether during the term of this Agreement, or any renewals thereof, or after the expiry of this Agreement, arising between them may be referred to arbitration

## **21. WAIVER**

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement, nor time or other indulgence granted by one Party to the other, shall act as a waiver of such breach or acceptance of any variation or the

relinquishment of any such right or any other right hereunder, which shall remain in full force and effect.

**IN WITNESS THEREOF**, each Party has executed and delivered this Agreement as a deed on the date, which first appears above.

**PSDF**

**Trader**


Witnesses:

1.

2.

## APPENDIX A

### ITEMS

- Trader shall provide the following items (“Items”) in the quantities specified by PSDF in the purchase order.
- Trader shall provide the Items within 7 days after the issuance of purchase order.

	<b>Category -</b>		
<b>Sr. #</b>	<b>Item Name</b>	<b>Item Specification</b>	<b>Offered Brand</b>
1			
2			
n			

- Trader shall ensure that the specifications of the Items coincide with the specifications provided by PSDF.
- PSDF reserves the right to amend the quantities and specifications of the Items at any time during the course of this Agreement.
- Trader shall ensure that in case of defects or faults in the Items, Trader shall replace them within 3 working days.

## **APPENDIX B**

### **PAYMENT TERMS**

- Payment shall be subject to the satisfactory provisioning of items and services as per agreed rate throughout the year as per the requirement and issuance of Purchase Order (PO)