

# PUNJAB SKILLS DEVELOPMENT FUND

## Tender Document

Procurement No: 43/SYIG/PSDF/P&PT

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### Provisioning of the Printer & Photocopier Toners

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**August 2023**



**Submission Date for Sealed E-Bids: September 18, 2023, 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)

## Table of Content

1) Invitation to Bids .....	2
2) Instruction to Bidders.....	3
3) Conditions for Eligibility (Mandatory Requirements).....	4
4) Scope of Work.....	4
5) Condition for Contract /General Guidelines .....	5
6) Form of Contract.....	6
7) Form of Bid.....	6
8) Delivery Timelines or Completion Date .....	6
9) Technical Evaluation Criteria.....	6
10) Performance Security .....	6
11) Financial Evaluation Criteria .....	7
12) Submission of Bids (Technical and Financial Proposal): - .....	7
a. Bid Security.....	7
b. Cover Letter for the Submission of Technical Proposal.....	7
Annexures .....	8
Annex – A Organizational Information.....	8
Annex – B Eligibility Response Checklist .....	9
Annex – C Relevant Experience.....	10
Annex – D Specification of Toners .....	11
Annex – E Technical Evaluation Criteria.....	12
Annex – F Financial Proposal.....	14
Annex – G Declaration .....	15
Annex- H Cover Letter .....	16
Annex – I Tentative Contract Draft .....	17

## 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 bidder for “**Provision of the Printer & Photocopier Toners**” (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.

Sr. No.	Description	Procurement No.	Total Tenure of Contract	Bid Submission Deadline (Date & Time)	Technical Bid Opening Date & Time	Estimated Cost
1	Provisioning of the Printer & Photocopier Toners	43/SYIG/PSDF/P&PT	One Year	Sep 18, 2023, by or before 03:00 PM	Sep 18, 2023, on 03:30 PM	PKR 795,000

**For further details and terms of reference, please visit:**

- [etender.psd.org.pk/esop/guest/go/public/opportunity/current](https://etender.psd.org.pk/esop/guest/go/public/opportunity/current)
- PPRA website [ppra.punjab.gov.pk](http://ppra.punjab.gov.pk)

**Important Information:**

- Follow instructions on [etender.psd.org.pk](https://etender.psd.org.pk)
- Bids submitted only through E-Tender Portal shall be accepted while submission by other means shall be rejected.
- The bidding procedure shall be governed strictly in accordance with the Punjab Procurement Rules 2014 through national competitive bidding procedure.

**Procurement Department, Punjab Skills Development Fund**  
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](https://psdf.org.pk)

## 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 Eligibility (Mandatory Requirement), Technical and Financial/Commercial envelopes with all the supporting documentary evidence.
- b) In the first instance, eligibility/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** (Eligibility and Technical Envelope) available on the 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 (Mandatory Requirements)**

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

1. Must be an Active Taxpayer as per “Active Taxpayer List” of FBR. (Please attach proof to ascertain as active taxpayer in FBR.)
2. Must be an Active Taxpayer as per “Active Taxpayer List” of General Sales Tax (GST) / Provincial Sales Tax (PST) where applicable. (Please attach proof to ascertain that the bidder is on active list of General Sales Tax (GST) / Provincial Sales Tax (PST).)
3. Affidavit on stamp paper, declaring that the bidder 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 bidder is not blacklisted, and original affidavit must be delivered to PSDF office as per the mentioned address before the closing date and time of the bid.)
4. Joint venture of any kind is not allowed to participate in the bid. (Please attach a declaration on letterhead that bidder is not participating as Joint venture.)
5. Bidder must provide authorized partnership for Printer & Photocopier Toners (Tier 1/Tier 2/Business Partnership) of the manufacturer. (Copy of partnership letter is required).

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**

1. Specification of Printer & Photocopier Toners are attached in Annex-D.
2. Total quantity of BOQ is mentioned in Annex – D, however, PSDF can increase or decrease the quantity of required BOQ at the time of signing the contract.
3. PSDF technical department shall inspect and check the Printer & Photocopier Toners supplied at the time of the delivery.
4. The bidder will submit complete specifications of required Printer & Photocopier Toners with pictures in the technical proposal for approval of PSDF.
5. Bidder ensure the timely delivery of tonner (printer/photocopier).
6. All toner replacement or issue rectification will be made within 24 hours of issue notification.
7. It is mandatory for the bidder to keep all the items in their backup inventory for rectification within 24 hours of issue reporting.
8. All Toners should be Genuine and Compatible with our existing infrastructure if the printer/photocopier raises alert of non-compatibility bidder will change it with compatible one

within 24 hours.

## 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 IT team.
- k) All the goods shall be checked and verified by PSDF IT team.
- l) Bidder shall provide the details of the staff to contact with PSDF on regular basis to provide the goods without any failure.
- m) **Clarifications/ queries** may be requested by **Sep 12, 2023, 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) **Pre-bid meeting** is scheduled on dated **September 11, 2023 on 11:00 AM**. Those bidders who are interested to participate through an online link can request **on or before September 04, 2023 by 15:00 Hours** so that the link could be shared with them. The PSDF's Procurement Team will address and guide the bidders regarding the submission of bid on e-tender portal along with the other queries (if any).

- o) Punjab Procurement Rules, 2014 will be applicable for this procurement
- p) 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 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.
- 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 goods, 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 goods by the IT 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

The successful bidder shall be bound to provide the required, printer toners/ photocopier toners after signing the agreement and from the date of issuance of the Purchase Order within 1 month.

## 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 in form of pay-order or bank guarantee or demand draft or Call Deposit Receipt (CDR) of 3% of contract value at the time of signing the contract which will be returned after completion of contract.

Any delay in delivery of goods as per agreed time frame will be subject to the following penalties:

- a) 1 week delay = 2% penalty will be charged of total contract value
- b) 2 weeks delay = 4% penalty will be charged of total contract value.
- c) On delay more than 2 weeks = 10% penalty will be charged of total contract value.

#### **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 (Eligibility & 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., **September 18, 2023, at 03:00 PM**. Technical proposals shall be publicly opened on the same day **September 18, 2023, at 03:30 PM** in the presence of bidder’s representatives who wish to attend it.

##### **a. Bid Security**

Bid Security of 1% (i.e., Rs. 7950 (Seven thousand nine hundred and fifty Rupees) 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 I**” 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 Organization		
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 Organization	
		Section 42 Company	
		Public Ltd. Company	
		Private Ltd. Company	
		Private Partnership Firm	
		Sole Proprietor	
	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	Must be an Active Taxpayer as per “Active Taxpayer List” of FBR.	(Please attach proof to ascertain as active taxpayer in FBR.)	<input type="checkbox"/>	<input type="checkbox"/>
2	Must be an Active Taxpayer as per “Active Taxpayer List” of General Sales Tax (GST) / Provincial Sales Tax (PST) where applicable.	(Please attach proof to ascertain that the bidder is on active list of General Sales Tax (GST) / Provincial Sales Tax (PST).	<input type="checkbox"/>	<input type="checkbox"/>
3	Affidavit on stamp paper, declaring that the bidder 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 bidder is not blacklisted, and original affidavit must be delivered to PSDF office as per the mentioned address before the closing date and time of the bid.)	<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 bidder is not participating as Joint venture.)	<input type="checkbox"/>	<input type="checkbox"/>
5	Bidder must provide authorized partnership for Printer & Photocopier Toners (Tier 1/Tier 2/Business Partnership) of the manufacturer.	(Copy of partnership letter is required)	<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 Specification of Toners**

<b>Bill of Quantity Category - I</b>		
<b>S#</b>	<b>Toner Model</b>	<b>Qty.</b>
<b>Printers Toner Details</b>		
1	147A	10
2	CF410A,CF411A,CF412A,CF413A(Four Colors)=1 Set	2
<b>Bill of Quantity Category - II</b>		
<b>S#</b>	<b>Toner Model</b>	<b>Qty.</b>
<b>Photocopier Toner Details</b>		
1	NPG-84 BK	2
2	NPG-51	2

**Note:** The above Toners will be used in the following machines and provided material should be compatible with the machines below. In case of any alert raised by the machine related to noncompliance / incompatibility bidder should replace it with the compatible one within 24 hours.

<b>Category - I</b>	
<b>Printers Model Details</b>	
1	HP LaserJet M610
2	HP Color LaserJet M452nw / HP Color LaserJet M452dw
<b>Category - II</b>	
<b>Photocopier Model Details</b>	
1	Canon IR C2625i
2	Canon IR C2525W

Technical Evaluation Criteria				
S. No.	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)
<b>1</b>	<b>Relevant Experience</b>	<b>25</b>		Documentary proof (copies of contracts or purchase orders) should be furnished. If no valid attachment is provided in Section 1.2.2 (e-tender), then no marks for this section will be awarded.
	Providing printer toners / photocopier toners for more than 7 years.		25	
	Providing printer toners / photocopier toners for more than 5 years but less than or equal to 7 years.		20	
	Providing printer toners / photocopier toners for more than 3 years but less than or equal to 5 years.		15	
<b>2</b>	<b>Client Portfolio</b>	<b>25</b>		Documentary proof (copies of contracts or purchase orders) should be furnished. If no valid attachment is provided in section 1.3.2 (e-tender), then no marks for this section will be awarded.
	Worked with equal to or more than 11 local/international clients.		25	
	Worked with equal to or more than 08 but less than 11 local/international clients.		20	
	Worked with equal to or more than 05 but less than 08 local/international clients.		15	
<b>3</b>	<b>Financial Capability/Annual Turn Over/ Sales/ Revenue</b>	<b>25</b>		Copy of financial audit report of 2020-21/ 2021-22 done by ICAP/SBP registered auditing firm or tax return of 2020-21/ 2021-22. If no valid attachment is provided in section 1.4.2 (e-tender), then no marks for this section will be awarded.
	Annual Turnover/ Revenue of more than or equals to PKR 30 million		25	
	Annual Turnover/ Revenue of more than or equal to PKR 20 million but less than PKR 30 million		20	
	Annual Turnover/ Revenue of more than or equals to PKR 10 million but less than PKR 20 million		15	
<b>4</b>	<b>The Bidder Office Presence</b>	<b>25</b>		Documentary proof, which contains details of the office address. If no valid attachment is provided in section 1.5.2 (e-tender), then no marks for this section will be awarded.
	Office in Lahore		25	
	Office in Karachi & Islamabad		15	



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**Passing marks for the technical qualification are 65. The Financial bid of only technically qualified bidders shall be opened.**

**Category-I**

SR #	Description	QTY	Unit Price without applicable taxes (PKR)	Applicable Taxes (%)	Total Price with Applicable Taxes (PKR)
1	147A as mentioned in Annex - D	10			
2	CF410A,CF411A,CF42A,CF413A(Four Colors)=1 Set as mentioned in Annex - D	2			
<b>Total Cumulative Cost inclusive of all applicable Taxes</b>					

**Category-II**

SR #	Description	QTY	Unit Price without applicable taxes (PKR)	Applicable Taxes (%)	Total Price with Applicable Taxes (PKR)
1	NPG-51 as mentioned in Annex - D	2			
2	NPG-84 BK as mentioned in Annex - D	2			
<b>Total Cumulative Cost inclusive of all applicable Taxes</b>					

**Note:-**

- Business shall be awarded based on Least Cost Selection Method. Lowest in the cost of each category will be awarded the business (Partial bid in each category will be rejected).
- Payment shall be made within 30 days after the submission of invoice and upon completion of delivery.
- All the payments shall be made in PKR after applying all the applicable taxes.

**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**

[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 [Printer & Photocopier Toners for PSDF] in accordance with your Tender for Proposal dated [Insert Date of Tender advertised]. We hereby submit our technical Proposal including the required documents on E-tendering portal.

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 initiate the goods as per the client's request if our proposal 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:

Note: Kindly fill in all the above relevant annexures and attach with the proposal.

**Annex – I Tentative Contract Draft**

DATED \_\_\_\_ 2023

**AGREEMENT FOR THE PROVISIONING OF PRINTER AND PHOTOCOPIER TONERS**

**BETWEEN**

**Punjab Skills Development Fund**

**AND**

\_\_\_\_\_

**THIS AGREEMENT** is made at Lahore, Pakistan this \_\_\_\_\_ day of \_\_\_\_\_ 2023:

**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, through its authorized representative Mr. Jawad Khan, Chief Executive Officer (hereinafter referred to as “**PSDF**” which expression shall, wherever the context so requires or permits, include its successors and assigns);

**AND**

Bidder, having its \_\_\_\_\_, through its authorized representative of which expression shall, wherever the context so requires or permits include, its successors and assigns).

(PSDF and bidder 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 Printer and Photocopier Toners (the “Goods”) for its official use.

**AND WHEREAS** is desirous of providing the aforesaid goods and submitted its bid on \_\_\_ 2023 and the proposal/bid has been deemed successful for awarding of this Agreement.

**AND WHEREAS**, Bidder has agreed to offer and PSDF has agreed to procure the envisaged Goods 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. Bidder agrees to provide the Goods detailed in **Appendix A**.

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

**3. TERM & PAYMENT**



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3.1 This Agreement shall come into force on the date of execution of this Agreement and its duration shall be one year during which the prices shall be fixed.

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.

3.3 In consideration of the satisfactory provision of Goods, PSDF shall pay an amount (inclusive of all applicable taxes) of PKR \_\_\_ in accordance with **Appendix B** of this Agreement.

3.4 Subject to the terms and conditions of this Agreement, PSDF shall pay the valid and complete invoice within thirty (30) days after successful delivery of the Goods.

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

#### **4. PERFORMANCE SECURITY**

4.1. Successful bidder will submit a performance guarantee in form of pay-order or bank guarantee or demand draft or Call Deposit Receipt (CDR) of 3% of contract value at the time of signing the contract. The Performance Security is valid and enforceable till satisfactory completion of the obligations of Bidder envisioned herein.

4.2. The Performance Security shall be returned after the satisfactory completion of this Agreement.

#### **5. OBLIGATIONS**

4.1. In providing the Goods and related goods and services to PSDF, Bidder shall, at all times, observe and comply with all the guidelines and policies of PSDF communicated to Bidder from time to time.

4.2. Unless agreed otherwise, in writing, between the Parties, Bidder shall ensure delivery of Goods, any related goods, items or services within four (04) weeks from the date of issuance of the Purchase Order.

4.3. Bidder shall ensure that all toner replacement(s) pertaining to the Goods as well as rectification of any issues regarding the Goods are made/done within 24 hours of receipt of request, whether written or oral, by PSDF.

4.4. Bidder shall keep all the requisite items in their backup inventory required to fulfil its obligations mentioned herein this Agreement.

4.5. Bidder shall ensure that all the Goods, replaced toners and any other goods/items supplied pursuant to this Agreement, are genuine and compatible with the existing infrastructure of PSDF.

4.6. Bidder hereby agrees and undertakes that in case any of the Goods, replaced toners or any other goods/items supplied pursuant to this Agreement, are found to be incompatible with the existing infrastructure of PSDF, Bidder shall replace the same within 24 hours of receipt of notice of the same, whether written or oral, by PSDF.



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4.7. Bidder shall ensure that all the Goods are procured/supplied in accordance with the specifications provided in **Appendix A**.

4.8. Bidder shall exercise reasonable care and due diligence in the performance of all obligations arising out of or in relation to this Agreement.

4.9. Bidder shall carry out all activities under this Agreement with the highest standards of quality, professional and ethical competency, and integrity.

4.10. Bidder shall retain and maintain all records related to the Agreement during the life of the Agreement and five years after the expiry of this Agreement.

4.11. Bidder shall further ensure that it has obtained all permissions to use, install, repair, maintain etc. the Goods from the original manufacturer (if required).

## **5. WARRANTIES AND REPRESENTATIONS**

### **5.1. Bidder' WARRANTIES AND REPRESENTATIONS:**

5.1.1. Bidder **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.

5.1.2. Bidder 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.

5.1.3. Bidder **WARRANTS AND REPRESENTS THAT IT HAS NOT BEEN BLACKLISTED BY ANY GOVERNMENT OR BI-LATERAL/MULTI-LATERAL FINANCIAL INSTITUTION/ANY ORGANIZATIONS.**

5.1.4. Bidder **WARRANTS AND REPRESENTS THAT THE ENTIRE GOODS WOULD BE IMPORTED DIRECTLY FROM THE ORIGINAL MANUFACTURER AND WOULD NOT BE ASSEMBLED LOCALLY.**

5.1.5. Bidder **WARRANTS AND REPRESENTS THAT** it has the required professional skills, knowledge, expertise technical and financial resources required for the purposes of providing the Goods and related goods, items or services and carrying out all related activities in relation to this Agreement.

5.1.6. Bidder warrants and represents that it has experience of at least \_\_\_ years of providing, installing, replacing, and repairing the Goods.

5.1.7. Bidder warrants and represents that it in the business of supplying international branded Goods.

5.1.8. Bidder warrants and represents that the Goods supplied pursuant to this Agreement shall be of good quality and as per the specifications mentioned herein.

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.



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5.1.10. Bidder 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. Bidder 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. Bidder warrants that 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 engagements of similar scope, complexity and duration.

5.1.13. This Agreement and all documents to be executed by Bidder 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 Bidder.

## **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 Bidder 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 BIDDER**

6.1. Bidder shall be fully liable for the obligations arising out of or in connection with this Agreement.

6.2. Bidder 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 Bidder, 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 Bidder 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**



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7.1. Except for a breach of this Agreement, in no event shall PSDF be liable to Bidder 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 Bidder received advance notice of the possibility of such damages.

7.2. Bidder 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 Bidder:

8.1.1. If Bidder fails to submit the Performance Security on signing of this Agreement.

8.1.2. If Bidder 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 30 days after PSDF gives Bidder written notice of such violation, breach or failure, or, if such violation, breach or failure can be cured but not within 30 days with the use of diligent efforts, if Bidder does not commence to cure such violation, breach or failure within such 30 day period.

8.1.3. If the Goods provided does not conform to any requirements of PSDF and subject to the same being informed to Bidder in writing the same is not replaced within twenty-four (24) hours.

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

## **9. INSPECTION**

9.1. PSDF's technical department shall inspect and check the Goods supplied by Bidder at the time of delivery.

9.2. In case the Goods are not in accordance with the provisions of this Agreement, PSDF shall have the discretion to order replacement and/or terminate the Agreement in which case Bidder shall be obligated to return any and all amounts extended to them. Subject to the terms and conditions of this Agreement, Bidder shall use all reasonable efforts to correct all such failures and replace the Goods.

## **10. 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

22



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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.

## 11. RECORD

Bidder 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.

## 12. ASSIGNMENT AND SUB-CONTRACTING

12.1 Bidder 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.

12.2 Bidder shall not sub-contract the provisioning of the Goods or any related goods, items or services without the express written permission of PSDF.

## 13. CONFIDENTIALITY

13.1. 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.

13.2. 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.

## 14. BLACKLISTING

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

## 15. FORCE MAJEURE

15.1. 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,

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but not be limited to, earthquakes, tsunamis, fire, explosion, terrorism, storm, flood, lightning, war and hostilities.

15.2. If either party is affected by Force Majeure it shall forthwith notify the other party of the nature and extent thereof.

15.3. 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.

**16. NOTICES**

16.1. 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.

17.2. Addresses:

<b>PSDF</b>	<b>Bidder name</b>
Attention: 21 A Block H, Mateen Fatima Road Gulberg II, Lahore Fax 042-35913539	Attention:

**17. 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.

**18. VARIATIONS**

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

**19. 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.

**20. AMENDMENTS**

Any amendment to this Agreement shall only be binding if executed in writing by the parties through



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their duly authorized representatives.

## 21. ARBITRATION AND GOVERNING LAW

21.1. 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.

21.2. The Parties agree that in case of any dispute regarding the quantity, quality of the Goods, any related goods, items or services and specifications, the decision of PSDF shall be binding and final.

21.3. 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 as stipulated in the Arbitration Act 1940.

## 23. 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.

<b>PSDF</b>	<b>Bidder Name</b>
<b>Name:</b> <b>Designation:</b> <b>On behalf of PSDF</b>	<b>Name:</b> <b>Designation:</b> <b>On behalf of</b>

Witnesses:

1.

2.

**APPENDIX A  
CATEGORY – I**

<b>SR #</b>	<b>Description</b>	<b>QTY</b>	<b>Unit Price without applicable taxes PKR</b>	<b>Applicable Taxes (%)</b>	<b>Total Price with applicable taxes PKR</b>
1	147A	10			
2	CF410A,CF411A,CF42A,CF413A(Four Colors)=1 Set	2			
<b>Total Cumulative Cost inclusive of all applicable Taxes</b>					

**CATEGORY – II**

<b>SR #</b>	<b>Description</b>	<b>QTY</b>	<b>Unit Price without applicable taxes PKR</b>	<b>Applicable Taxes (%)</b>	<b>Total Price with applicable taxes PKR</b>
1	NPG-51	2			
2	NPG-84 BK	2			
<b>Total Cumulative Cost inclusive of all applicable Taxes</b>					

## **APPENDIX B PAYMENT TERMS**

- Business shall be awarded based on Least Cost Selection Method. Lowest in the cost of each category will be awarded the business (Partial bid in each category will be rejected).
- Payment shall be made within 30 days after the submission of invoice and upon completion of delivery.
- All the payments shall be made in PKR after applying all the applicable taxes.
- Any delay in delivery of goods as per agreed time frame will be subject to the following penalties:
  - a) 1 week delay = 2% penalty will be charged of total contract value
  - b) 2 weeks delay = 4% penalty will be charged of total contract value.
  - c) On delay more than 2 weeks = 10% penalty will be charged of total contract value.