

Tender Document

PROCUREMENT OF PRINTING/PUBLICATION THROUGH FRAMEWORK CONTRACT



**PUNJAB ECONOMIC RESEARCH INTITUTE
PLANNING & DEVELOPMENT BOARD
GOVERNMENT OF PUNJAB**

**48- Civic Centre Johar Town, Lahore
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Tender Notice

TENDER NO.PERI/ADMN/TENDER- 03/2020-21 PROCUREMENT OF PRINTING/PUBLICATIONS THROUGH FRAMEWORK CONTRACT

The Punjab Economic Research Institute (PERI), a statutory body attached with the Planning and Development Board, Government of the Punjab, under its project titled “Restructuring / Revamping and Strengthening of Punjab Economic Research Institute” invites sealed proposals for Procurement of ‘Printing / Publication /other items for its office under framework contract basis as per PPRA rule 15’, from eligible bidders / sole agent / distributors / contractors registered with Sales Tax and Income Tax Departments having sufficient managerial, technical, financial capabilities for the above mentioned task.

The procurement will be in accordance with PPRA Rules 2014, Clause 38(2), (a) under the heading “Single Stage Two Envelops Bidding Procedure. Bid security (2% of the estimated cost) to be deposited through CDR/Pay Order/Demand Draft in favor of Director Punjab Economic Research Institute would be as follows:

Item	Estimated Price (Rs.)	Bid Security(Rs.)
Printing/Publication Items	1400,000	28,000

- Tender documents are immediately available from Procurement Specialist, Punjab Economic Research Institute located at the below mentioned address, which may be obtained on a written request and on payment of prescribed fee of PKR1000/- (non-refundable), on any working day during office hours up to 01 March, 2021, till 02:00 PM.
- The proposals of the Tender, complete in all aspects shall reach to the below given address on or before **01-03-2021 (till 02.00 pm)**. **Bids will be opened in the presence of bidders’ representatives who choose to attend at 03:00 p.m. in the Office / Committee Rooms of Punjab Economic Research Institute, P&D Board, on the same date.**
- Taxes will be deducted as per applicable government rules. Bid Security, NTN and Sales Tax registration certificate and tender fee deposit slip must be provided with the Technical Bid.
- Bids, which are incomplete, not sealed, not signed, and / or not stamped, late or submitted by other than specified mode shall be rejected.
- Bidding documents are also available on PERI website (<https://peri.punjab.gov.pk>) and PPRA website (<https://ppra.punjab.gov.pk/>).
- The Procuring Agency can reject the tender at any stage prior to the acceptance of a bid or proposal as per

Rule 35 of the PPRA Rules 2014 amended till date.

8. For obtaining any further information or clarifications please email at above mentioned address or contact Mr. Muhammad Awais, Procurement Specialist, PERI, Lahore.

(Dr. Shahid Adil)
Director

Important Note

Bidders must ensure that they submit all the required documents indicated in the Bidding Documents without fail. Bids received without undertakings, valid documentary evidence, supporting documents and the manner for the various requirements mentioned in the Bidding Documents are liable to be rejected at the initial stage itself. The Bidders for preliminary and detailed examination hereinafter should submit the valid documentary evidences as detailed.

Applicability of Punjab Procurement Rules, 2014

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

INVITATION TO BID**1.1 Punjab Procurement Rules to be followed**

- 1.1.1** Punjab Procurement Rules 2014 (amended till date) shall be followed strictly. These may be obtained from PPRA's website.
- 1.1.2** In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules 2014 (amended till date).

1.2 Mode of Advertisement (s)

- 1.2.1** As per Rule 12 (1), this Bid is placed online on websites of PPRA and PERI and would be done as per Rule 15 i.e. through Framework contract which states that "*A Procuring Agency may procure goods, services or works through framework contract in order to ensure uniformity in the procurement.*"

1.3 Type of Open Competitive Bidding

- 1.3.1** As per Rule 38 (2) (a) of Punjab Procurement Rules 2014, Single Stage – Two Envelope Bidding Procedure shall be followed.
Clause 38 (2) (a) of Punjab Procurement Rules 2014 (amended till date) stipulates that "Single stage two envelopes bidding procedure shall be used for procurement of such goods where the bids are to be evaluated on technical and financial grounds".

INSTRUCTIONS TO BIDDERS (ITB)**1.4 Bidding Details**

- 1.4.1** Bidding documents can be obtained from PERI Office after payment of Rs. 1000/- in cash (Non-refundable).
- 1.4.2** Interested bidders must collect a stamped copy of this bid document from PERI Office. Representative of respective bidders should come along with authority letter and copy of their CNIC for the collection of the bid document on their letter head.
- 1.4.3** Bidders are required to submit the stamped copy of Bid Document along with their technical proposals. In case, this requirement is not met, PERI will exclude bidder's proposal from technical evaluation process.
- 1.4.4** The bid shall be in single envelope consisting of two separate inner envelopes, containing separately the financial and the technical proposals.

- 14.5** The inner two envelopes shall be marked as “Financial Proposal” and “Technical Proposal”.
- 14.6** Bidder’s profile should include detail of offices, contact numbers and list of clients along with address & their contact numbers.
- 14.7** The complete bids as required under this Bid document must be delivered into the Bid Box placed in the office of the PERI, Lahore, not later than **02:00 pm** on the last date of submission of bids i.e. **01-03-2021**. Late bids shall not be accepted.
- 14.8** Technical bids shall be publicly opened at PERI, at **03:00 pm** on the same day. In case the last date of bid submission falls in / within the official holidays, the last date for submission of the bids shall be the next working day. Technical Bids will be opened on in the presence of the Tender Committee and participating bidders or their representatives who wish to attend.
- 14.9** The bid should be valid for a period of 120 days from the date of opening. PERI will not be responsible for any delays in submission of bids sent via mail or courier.
- 14.10** In the presence of the participants or their representatives only initial screening would be conducted.
- 14.11** Evaluation and scrutiny of submitted documents and bid regarding technical criteria would be done by PERI later.
- 14.12** In the first instance, the “Technical Proposal” shall be opened and the envelope marked, as “Financial Proposal” shall be retained unopened in the custody of the Procuring Agency.
- 14.13** The Procuring Agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements.
- 14.14** During the technical evaluation no amendments in the technical proposal shall be permitted.
- 14.15** Bid Security: **2% bid security** must be deposited along with the Technical Proposal of the Bid documents in shape of PO/DD/CDR only in the name of Director Punjab Economic Research Institute as per estimated prices mentioned in this bid document.
- 14.16** After the evaluation and approval of the technical proposals, the Procuring Agency shall open the financial proposal of the technically qualified bids, publicly at a time, date and venue announced and communicated to the bidders in advance, within the validity period.
- 14.17** The financial bids found technically non-responsive shall be returned unopened to the respective bidders on a formal request.
- 14.18** The technical qualified bidder with the aggregate lowest quoted price shall be awarded the contract.
- 14.19** In case of equal financial bids submitted by different vendors at the time of financial opening, bid of the vendor who has more experience shall be given preference and will be selected. Experience will be calculated from the date of incorporation supported by certificate of incorporation/registration issued by the relevant authorities. In case firms/companies/vendors are incorporated on same day, firm with highest financial soundness in the previous/last financial year will be preferred and selected.

- 14.20** The rates quoted by the bidder should be in Pak rupee and shall be inclusive of all admissible taxes, levies imposed by the Government on company letterhead. Once tender will be opened bidders cannot change or modify their quoted amount.
- 14.21** Proposal shall contain no interlineations or overwriting and should be submitted according to requirement. Any alteration & modification in tender documents will not be entertained.
- 14.22** Evaluation of the firms shall be based only on the information provided in the Proposals.
- 14.23** The bidders shall bear all costs associated with the bid preparation & submission. PERI in no case will be responsible for any costs incurred regardless of the conduct or outcome of the bidding process.
- 14.24** PERI will send contract agreement to successful bidder for incorporating all terms of agreement between the parties for acceptance. Qualifying/selected contractor/bidder will be required to sign a written agreement with PERI.
- 14.25** Bidders are advised to submit their bids for providing the goods (on framework contract basis) having understanding of the Procuring Agency requirements and need to have better understanding for quoting the price.
- 14.26** The bidders are not allowed to skip any item mentioned in the bid price schedule at Annex-F. Any bid without rate quoted against even a single item would be rejected.
- 14.27** Queries of the Bidders (if any) for seeking clarifications regarding the specifications or any other ambiguities must be received in writing to the Procuring Agency prior to the opening of the bids. All queries shall be responded within due time.
- 14.28** The bidder shall submit bid complying with the Bidding Document. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this Bid document clauses regarding **“Determination of Responsiveness of Bid”** and **“Rejection of the Bid”** for making their bids substantially responsive to the requirements of the Bidding Document.
- 14.29** It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and the Procuring Agency will entertain no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder except under force majeure as described in this document.
- 14.30** The Bidder shall be deemed to have satisfied itself fully before Bid submission as to the correctness and sufficiency of its Bids for the contract and price / cost quoted in the Bid to cover all obligations under this Bid Process.
- 14.31** It must be clearly understood that the Terms / Conditions and Specifications are intended to be strictly enforced. No escalation of cost except arising from increase in quantity by the Bidder on the demand and approval of the Procuring Agency will be permitted throughout the period of completion of the contract.
- 14.32** The Primary Contact & Secondary Contact for all correspondence in relation to this bid is as follows:

Primary Contact

Name:	Hafiz Muhammad Awais
Designation:	Procurement Specialist
Contact No:	04299233446
Email:	hmawais2000@yahoo.com

Secondary Contact

Name: Muhammad Asim
Designation: Assistant Admin Officer
Contact No: 04299233446
Email: asimmushtaq2000@gmail.com

- 14.33** Bidders should note that during the period from the receipt of the bid and until further notice, all queries should be communicated via the Primary Contact and in writing only. In the case of an urgent situation where the Primary Contact cannot be contacted, the bidder may alternatively direct their enquiries through the Secondary Contact.
- 14.34** Bidders are also required to state, in their proposals, the name, title, contact number (s) (landline, mobile), fax number and e-mail address of the bidder's authorized representative through whom all communications shall be directed until the process has been completed or terminated.
- 14.35** Failure to supply required goods within the specified time period will invoke penalty as specified in this document.
- 14.36** For preparation of bid security & performance guarantee Free Tax Number of PERI is **FTN # 9023203-8**.

15 Terms & Conditions of the Bid

Definitions

In this document, unless there is anything repugnant in the subject or context:

- 15.1** "Authorized Representative" means any representative appointed, from time to time, by the Purchaser and the Bidder/ Contractor.
- 15.2** "Bidder" means the interested Firm/ Company that may provide or provides the required item to any of the public/ private sector organization under the contract and has registered for the relevant business thereof.
- 15.3** "Commencement Date of the Contract" means the date of issuance of Letter of Acceptance to the Contractor from the Purchaser.
- 15.4** "Contract" means the agreement entered into between the Purchaser and the Contractor, as recorded in the Contract Form signed by the parties, including all Schedules and Attachments thereto and all documents incorporated by reference therein.
- 15.5** "Successful Contractor/ Vendor" means the Bidder whose bid has been accepted and awarded Letter of Acceptance followed by the signing of Contract.
- 15.6** "Contractor/ Vendor" means the bidder who has applied for bidding and is an interested party for procurement.
- 15.7** "Contract Price" means the price payable to the Contractor under the Contract for the full and proper performance of its contractual obligations.
- 15.8** "Day" means calendar day.
- 15.9** "Force Majeure" means an event which is beyond the reasonable control of a party and which makes a party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies.

- 15.10** "Person" includes individual, association of persons, firm, company, corporation, institution and organization, etc., having legal capacity.
- 15.11** "Prescribed" means prescribed in the Bid Document.
- 15.12** "Procuring Agency" means the Punjab Economic Research Institute (PERI) or any other person for the time being or from time to time duly appointed in writing by the Procuring Agency to act as Purchaser for the purposes of the Contract.
- 15.13** "Services" means ancillary services required to deliver the items required to supply/provide to the Procuring Agency under the Contract.
- 15.14** "Works" means work to be done by the Contractor under the Contract.
- 15.15** "Written" means written in form of email or hard copy.

16 Notice

In this document, unless otherwise specified, wherever provision is made for exchanging notice, certificate, order, consent, approval or instructions amongst the Contractor and the Procuring Agency, the same shall be:

- 16.1** In writing;
- 16.2** Issued within reasonable time;
- 16.3** Served by sending the same by email/ courier to their principal office in Pakistan or such other address as they shall notify for the purpose; and
- 16.4** The words "notify", "certify", "order", "consent", "approve", "instruct", shall be construed accordingly.

1.7 Tender Scope

PERI, (hereinafter referred to as "the Procuring Agency") invites/requests Proposals (hereinafter referred to as "the Proposals") for procurement of Printing / Publication of research studies/policy papers/policy briefs etc. as and when required during the current financial year under framework contract. The following items are required by PERI, whereas the number and quantity of items will be on requirement basis:

Printing/Publication Items

SR. NO	NAME OF ITEM	QTY (APPROX.)	QUOTED BRAND	UNIT
1	Total Number of Inner Pages (1400*50 = 70,000 approx) Detail; -Books /Booklets / Broachers (31 Approx) -Total number of pages 1400 (Approx) -Estimated number of copies per Book/Booklet (50 each) -Pages per booklet; -varies from 04 pages to more than 150 pages per book /booklet	70,000		Per Inner Page

	-Size A4 Quality; 113 Gms Matt Paper			
	-Total Cover Pages; (31*50 = 1,550 Approx) -Cover Pages; 31Approx (one cover page per book) -Estimated number of copies per Cover Page; (50 each) -Size; A4 Quality; -270 gms Matt Lamination UV Coating -Matt Lamination and Sport UV	1,550		Per Cover Page
	- Total Binding; (31*50=1,550 Approx) -Estimated number of Books/Booklets (31Approx) -Estimated number of Binding per Book/Booklet; (50 each) Quality; -Gum Binding/Perfect Binding	1,550		Per Binding

- Above mentioned quantities are tentative and number of pages, books/booklets and number of copies each book/booklet may increase/decrease.

Bid Eligibility / Qualification Criteria / Evaluation Criteria

Eligible Bidder is a Bidder who:

- 1.7.1** Is an active taxpayer of National Tax (NTN) and General Sales Tax (GST) / Punjab Sales Tax (PST) (if applicable);
- 1.7.2** Has submitted the bid security in form of a Pay Order / CDR / Demand Draft in favor of PERI as per bid security clause of Punjab Procurement Rules 2014 (amended till date), which states that a Procuring Agency may require the bidders to furnish a bid security not exceeding five *per cent* of the estimated price of procurement;
- 1.7.3** Has relevant experience of at least two (2) years of providing goods; supported by a copy of work order/ contract for each year preferably of the last two years;
- 1.7.4** Provides bank statement or copies of work order/contract up to Rs. 1500,000/-**or above** of the last two years;
- 1.7.5** Has purchased Bidding Document from the office of PERI, only, on cash payment of Rs. 1000/- (nonrefundable).
- 1.7.6** Has not been blacklisted by any of the Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

Note: Verifiable documentary proof for all above requirements is mandatory. Noncompliance with any term or condition mentioned in the relevant Tender Notice or Tender Document shall also lead to disqualification.

18 Technical Evaluation

- Type of Company
- Year in Business
- Working experience with Government /Semi Government/Autonomous bodies.
- Financial turnover

Note: Scoring sheet as per Evaluation criterion is at Annexure-D. Only those bidders would be called for financial evaluation that scores at least 65 marks in the evaluation criteria.

19 Financial Evaluation

- 19.1** Financial Evaluation of only those bidders would be conducted who would qualify the Technical Evaluation Criteria scoring at least 65 marks;
- 19.2** Financial evaluation would be conducted as per the bid price schedule given at Annexure – F;

1.10 Cost Related to Tender Preparation and Submission

The Bidder shall bear all costs/ expenses associated with the preparation and submission of the Bid(s) and the Procuring Agency shall in no case be responsible/ liable for those costs/ expenses.

1.11 Examination of the Bid Document

The Bidder is expected to examine the Bid Document, including all instructions and terms and conditions.

1.12 Clarification of the Bid Document

- 1.12.1** The Bidder may require further information or clarification of the Bid Document. The clarification and its replies will be shared with all prospective bidders.

1.13 Amendment of the Bid Document

- 1.13.1** The Procuring Agency may, at any time prior to the deadline for submission of the Bid, at its own initiative or in response to a clarification requested by the Bidder (s), amend the Bid Document, on any account, for any reason. All amendment (s) shall be part of the Bid Document and binding on the Bidder (s).
- 1.13.2** The Procuring Agency shall notify the amendment(s) in writing to the prospective Bidders as per Punjab Procurement Rules, 2014 (amended till date).
- 1.13.3** The Procuring Agency may, at its exclusive discretion, amend the Bid Document to extend the deadline for the submission of the Bid as per Rule-29 of Punjab Procurement Rules, 2014.

1.14 Preparation/ Submission of Bid

- 1.14.1** The Bid and all documents relating to the Bid, exchanged between the Bidder and the Procuring Agency, shall be in English.
- 1.14.2** The bid shall be filled in/ accompanied by the prescribed Forms, Annexes, Schedules, shall be typed, completely filled in, stamped and signed by the Bidder or his authorized representative. The original stamped/ signed Bid documents shall be submitted with Technical Proposal.

1.14.3 Technical Proposal shall comprise the following:

- 1.14.3.1** Undertaking (all terms & conditions and qualifications listed anywhere in this Bid document have been satisfactorily vetted) (**Annexure - A**)
- 1.14.3.2** Affidavit (Integrity Pact) (**Annexure - B**)
- 1.14.3.3** Covering letter duly signed and stamped by authorized representative (**Annexure- C**)
- 1.14.3.4** Proof that the firm is an active taxpayer of National Tax (NTN) and General Sales Tax (GST)/ Punjab Sales Tax (PST) (if applicable)
- 1.14.3.5** Copy of work order(s)/contract up to Rs. 1,500,000/-or above of at least last two years.
- 1.14.3.6** Submission of undertaking on legal valid and attested stamp paper that the firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan
- 1.14.3.7** Duly signed and stamped copy of this tender document to ensure that the

participating firm/ vendor/ contractor has read the tender document and tender notice and fully agrees with all the terms and conditions mentioned therein (Only the copy of the signed and stamped tender document) issued by PERI to a representative of the participating bidder shall be accepted. The copy uploaded on PPRA website is just for information purposes and will not be accepted.

1.14.3.8 Bank statement /Audited Accounts of at least two years (not later than FY 2019-20) depicting sound financial strength having turnover of **Rs. 1.5 million** regarding business of the specified year to prove financial turnover of Rs. 0.5 million must be provided

1.14.3.9 Copy of Tender Document purchase slip

1.14.3.10 Evaluation Criterion is at **Annexure-D**

Note: Bid Security shall be enclosed with Technical proposal.

1.144 Financial Proposals shall comprise the following

1.14.4.1 Bid Submission Form (**Annexure-E**)

1.14.4.2 Price Schedule (**Annexure-F**)

Note: Prices must be quoted as per the unit of measurement mentioned in the table of Tender Scope above. Bidders have to bid against all the items mentioned in the bid price schedule at **Annex-F** inclusive of all taxes levied as per the rules. Bidder quoting lowest aggregate price would be considered and **the contract would be awarded to lowest quoted bid. Partial bidding is not allowed and the bidders have to quote against each item mentioned in the price schedule.**

1.145 The Firm shall seal the Technical Proposal in an envelope duly marked as under:

Technical Proposal for

Bid No. [Number of Bid & Title]

[Name of the Procuring Agency]

[Address of the Procuring Agency]

[Name of the Firm]

[Address of the Firm]

[Phone No. of the Firm]

1.146 The Firm shall seal the Financial Proposal in an envelope duly marked as under:
Financial Proposal for

Bid No. [Number of Bid & Title]

[Name of the Procuring Agency]

[Address of the Procuring Agency]

[Name of the Firm]

[Address of the Firm]

[Phone No. of the Firm]

1.14.7 The Firm shall seal the Technical and Financial Proposal in an outer envelope duly marked as under:

Strictly Confidential

Technical and Financial Proposal for

Bid No. [Number of Bid & Title]

[Name of the Procuring Agency]

[Address of the Procuring Agency]

[Name of the Firm]

[Address of the Firm]

[Phone No. of the Firm]

1.14.8 The Bid shall be dropped in the prescribed Bid Box placed at the Procuring Agency's office at 48 Civic Centre Johar Town Lahore, not later than on the last date of submission of bids. No late bid shall be accepted.

1.14.9 This is made obligatory to affix authorized signatures with official stamp on all documents, annexure, copies, certificates, letters, forms and all relevant documents as part of the bids submitted by the Bidder.

1.15 Bid Price

The quoted price shall be:

1.15.1 Best/ final/ fixed and valid until completion of all obligations under the Contract i.e. not subject to variation/ escalation;

1.15.2 In Pak Rupees;

1.15.3 Inclusive of all taxes, duties, levies, labor, transportation, complementary costs associated with the provision of goods, etc. (whichever is applicable);

1.15.4 If not specifically mentioned in the Bid, it shall be presumed that the quoted price is as per the above requirements;

1.15.5 Technical proposal should not contain any mention of prices. Price Schedule shall only be submitted with the sealed Financial Proposal (**Annexure-F**);

1.15.6 Bid with the lowest aggregate of prices of all the items mentioned in the price schedule will be awarded the contract;

1.15.7 Any change in Government duties or taxes shall be borne by the successful bidder;

1.15.8 The Bid shall be checked for any arithmetic errors which shall be rectified, as follows:

1.15.8.1 If there is a discrepancy between the amount in figures and the amount in words for the Total Bid Price entered in the Bid Form, the amount, which tallies with the Total Bid Price entered in the Price Schedule, shall govern.

1.15.8.2 If there is a discrepancy between the unit rate and the total price entered in the price Schedule, resulting from incorrect multiplication of the unit rate by the quantity, the unit rate as quoted shall govern and the total price shall be corrected, unless

there is an obvious and gross misplacement of the decimal point in the unit rate, in which case the total price as quoted shall govern and the unit rate shall be corrected.

- 1.15.8.3** If there is a discrepancy in the actual sum of the itemized total prices and the total bid price quoted in the Price Schedule, the actual sum of the itemized total prices shall govern.
- 1.15.8.4** The Bid price as determined after arithmetic corrections shall be termed as the Corrected Total Bid Price which shall be binding upon the Bidder.
- 1.15.8.5** Adjustment shall be based on corrected Bid Prices. The price determined after making such adjustments shall be termed as Evaluated Total Bid Price.
- 1.15.8.6** The cost of making good any deficiency resulting from any acceptable, quantifiable variations and deviations from the terms and conditions of the Contract / Technical Specifications, shall be added to the corrected Bid Price for comparison purposes only. No credit shall be given for offering delivery period earlier than the specified period.
- 1.15.8.7** The Bidder shall state the Bid Price for the payment terms outlined in the Conditions of Contract will be considered for the evaluation of the Bid.
- 1.15.8.8** The lowest evaluated Bidder may offer voluntary discounts for items which shall be taken into account in the evaluation of the Bids so as to determine the Bid offering the lowest evaluated cost for the Procuring Agency in deciding award(s) for the whole bid.

1.16 Bid Security

The bidder shall furnish the Bid Security as under:

- 1.16.1** Denominated in Pak rupees and shall be in the form of Call Deposit Receipt (CDR)/Demand Draft (DD)/Pay Order (PO) in the name of Punjab Economic Research Institute (PERI);
- 1.16.2** Shall amount to
 - Rs.28,000/- (2% of the estimated price) (Rs.1400,000/-) for Printing/Publication.2% of the estimated price as per bid security clause of Punjab Procurement Rules 2014 (amended till date) which states that a Procuring Agency may require the bidders to furnish a bid security not exceeding five per cent of the estimated price of procurement;
- 1.16.3** Having a minimum validity period of four months from the last date for submission of the Bid or until furnishing of the Performance Guarantee, whichever is later;
- 1.16.4** The bid security shall be returned to the technically disqualified Bidders with their unopened / sealed financial bid while the unsuccessful bidders shall be returned the bid security only. The Bid Security shall be returned to the successful Bidder on furnishing the Performance Guarantee;
- 1.16.5** Bid security will not be adjustable against any payment or performance guarantee;
- 1.16.6** Shall be part of Technical Proposal;
- 1.16.7** Punjab Economic Research Institute is not responsible for paying any interest/benefit on the amount submitted as bid security against this tender that could accumulate in the same period by investing / depositing in any bank or any other such institution /

organization;

1.16.8 Bid security submitted by a bidder may be forfeited if:

1.16.8.1 The bidder has found involved in the concealment of facts.

1.16.8.2 Any false / misleading information is provided in the submitted bid.

1.16.8.3 Bidder backs out from fulfilling the obligations of bid after opening of the bid.

1.17 Bid Validity

The Bid shall have a minimum validity period of 120 days from the last date for submission of the Bid. The Procuring Agency may solicit the Bidder's consent to an extension of the validity period of the Bid. The request and the response there to shall be made in writing. If the Bidder agrees to extension of validity period of the Bid, the validity period of the Bid Security shall also be suitably extended. The Bidder may refuse extension of validity period of the Bid, without forfeiting the Bid security as per **Clause 28 (4) (c) (amended till date)**.

1.18 Modification/ Withdrawal of the Bid

1.18.1 The Bidder may, by written notice served on the Procuring Agency, modify or withdraw the Bid after submission of the Bid, prior to the deadline for submission of the Bid.

1.18.2 The Bid, withdrawn after the deadline for submission of the Bid and prior to the expiration of the period of the Bid validity, shall result in forfeiture of the Bid Security.

1.19 Clarification of the Bid

The Procuring Agency shall have the right, at his/her exclusive discretion, to require, further information or clarification of the Bid, from any or all the Bidder(s). The Procuring Agency may, if necessary, after the opening of the bids, seek and accept such clarifications of the bid as do not change the substance of the bid as per Rule 35 (2) of Punjab Procurement Rules (amended till date). No change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the corrections of arithmetical errors discovered in the Bid. Acceptance of any such correction is sole discretion of the Procuring Agency.

1.20 Determination of Responsiveness of the Bid

The Procuring Agency shall determine the substantial responsiveness of the Bid to the Bid Document, prior to the Bid evaluation, on the basis of the contents of the Bid itself without recourse to extrinsic evidence. A substantially responsive Bid is one which:

1.20.1 Meets the eligibility criteria given herein this bid document;

1.20.2 Offers fixed price for all goods as per Price Schedule;

1.20.3 Conforms to all terms and conditions of the Invitation to Bid (Tender Notice) and bid Document, without material deviation or reservation;

1.20.4 A material deviation or reservation is one, which affects the scope, quality of goods or limits the Procuring Agency's rights or the Bidder's obligations under the Contract.

1.20.5 The Bid determined as not substantially responsive shall not subsequently be made responsive by the Bidder by correction or withdrawal of the material deviation or reservation.

1.21 Rejection of the Bid

The Procuring Agency may reject all bids or proposals at any time prior to the acceptance (issuance

of Acceptance Letter). The Procuring Agency shall upon a written request communicate to bidders, the grounds for its rejection of all bids or proposals but shall not be required to justify those grounds. The Procuring Agency shall incur no liability, solely, by virtue of rejection of bidders. However, bidders shall be promptly informed about the rejection of the bids, if any (As per Rule 35 of Punjab Procurement Rules, 2014). The Bid shall be rejected if it is:

- 121.1** Substantially non-responsive in a manner prescribed in this document especially to the clause ‘**Determination of Responsiveness of the Bid**’; or
- 121.2** Submitted in other than prescribed forms, annexes, documents by other than specified mode and language; or
- 121.3** Incomplete, partial, conditional, alternative, late; or
- 121.4** The Bidder has conflict of interest with the Procuring Agency; or
- 121.5** The Bidder tries to influence the Bid evaluation/ Contract award; or
- 121.6** The Bidder engages in corrupt or fraudulent practices in competing for the Contract award;
- 121.7** The Bidder fails to meet the requirements of Bid Eligibility/ Qualification Criteria;
- 121.8** The Bidder fails to meet the Technical and financial evaluation of Proposal;
- 121.9** There is any discrepancy between bidding documents and bidder’s proposal i.e. any non-conformity, inconsistency, informality or irregularity in the submitted bid.
- 121.10** The Bidder submits any financial condition as part of its bid which is not in conformity with bid document.

1.22 Technical and Financial Evaluation of Proposal

The Bidders who have duly complied with the Bid Eligibility/ Qualification Criteria will be eligible for further processing.

- 122.1** During the technical evaluation no amendments in the technical proposal shall be permitted;
- 122.2** The Bidders conforming to terms and conditions of this bid document will be considered for technical and financial evaluation.
- 122.3** After evaluation of the technical proposals, financial proposals of the technically qualified bidder(s) will be opened, publicly at a time, date and venue which will be announced and communicated to the bidders in advance, within the bid validity period;
- 122.4** The financial bids found technically nonresponsive shall be returned un-opened to the respective bidders on formal request;
- 122.5** Technically qualified bidder(s) with the lowest quoted aggregate price will be awarded the contract.

1.23 Award Criteria

- 123.1** The eligible bidder/ Bidder fulfilling the qualification and technical evaluation criteria will be evaluated in the light of all Pre-Conditions, necessary requisites and shall be selected on lowest aggregate cost quoted in the bid price schedule mentioned at Annex-F as per rules and fulfilling all codal formalities.

124 Acceptance Letter

As per provisions of Rule (55) of Punjab Procurement Rules 2014, the Procuring Agency shall issue the Acceptance Letter to the successful Bidder, at least after 10 days of announcement of bid evaluation reports (Ref. Rule-37 of Punjab Procurement Rules, 2014) and prior to the expiry of the original validity period or extended validity period of the Bid, which shall constitute a contract, until execution of the formal Contract. Work Order will be issued after issuance of Acceptance Letter subject to submission of performance guarantee and signing of contract.

125 Redressal of Grievances by the Procuring Agency

The Procuring Agency has constituted a committee comprising odd number of persons, with proper powers and authorizations, to address the complaints of bidders that may occur prior to the entry into force of the procurement contract.

- 125.1** Any bidder feeling aggrieved by any act of the Procuring Agency after the submission of his bid may lodge a written complaint concerning his grievances not later than ten days after the announcement of the bid evaluation report.
- 125.2** The committee shall investigate and decide upon the complaint within seven days of the receipt of the complaint.
- 125.3** Mere fact of lodging of a complaint shall not warrant suspension of the procurement process.

TERMS & CONDITIONS OF THE CONTRACT
WITH
PUNJAB ECONOMIC RESEARCH INSTITUTE

PROCUREMENT OF
PRINTING/PUBLICATIONS ITEMS
THROUGH FRAMEWORK CONTRACT

[Name of Contractor]

Dated:

This CONTRACT AGREEMENT (this “Contract”) made as of the _____ day of _____ 2021 between **Punjab Economic Research Institute** (the “Procuring Agency”), on the one part,

and

M/S. _____ on the other part severally liable to the Procuring Agency for all of the Contractor’s obligations under this Contract and is deemed to be included in any reference to the term “the Contractor.”

RECITALS

WHEREAS,

- (a) The Procuring Agency intends to spend a part of its budget / funds for making eligible payments under this contract. Payments made under this contract will be subject, in all respects, to the terms and conditions of the Contract in lieu of the goods as described in the contract.
- (b) The Procuring Agency has requested the Contractor to provide certain supply of Goods and services as described in Bid Document; and
- (c) The Contractor, having represented to the Procuring Agency that it has the required professional skills, and personnel and technical resources, has agreed to provide such goods and services on the terms and conditions set forth in this Contract.

NOW THEREFORE, the Parties to this Contract agree as follows:

- 1. The Contractor hereby covenants with the Procuring Agency to supply the Goods & services and to remedy damage therein, at the time and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of the payments to be made by the Procuring Agency to the Contractor.
- 2. The Contractor agrees, to indemnify and hold harmless the Procuring Agency against damages, liabilities and costs arising from the negligent acts of the contractor in the performance of services of timely deliverance of goods under this Agreement.
- 3. The Procuring Agency hereby covenants with the Contractor to pay the Contractor, the Contract Price as may become payable, at the times and in the manner, in conformity in all respects with the provisions of the Contract, in consideration of supply of the Goods and remedying of damage therein.
- 4. The following shall be deemed to form and be read and construed as part of this Contract:
 - a. The Bid Document
 - b. Terms and Conditions of the Contract
 - c. Bidder’s Proposal
 - d. The Technical Specifications

- e. Bid Form
- f. Price Schedule
- g. Affidavit(s)
- h. Performance Guarantee
- i. Framework Contract

4. This Contract shall prevail over all other documents. In the event of any discrepancy / inconsistency within the Contract, the above Documents shall prevail in the order listed above.

IN WITNESS whereof the Parties hereto have caused this Contract to be executed in accordance with the laws of **Pakistan** as of the day, month and year first indicated above.

For
Punjab Economic Research Institute (PERI):

Name: Mrs. -----
CNIC Number: -----
Designation: Secretary, PERI
Address: PERI, 48 Civic Centre Johar Town,
Lahore

Signature: _____

Thumb Impression: _____

For
M/S. _____

Name: _____
CNIC Number: _____
Designation: _____
Address: _____

Signature: _____

Thumb Impression: _____

WITNESSES

(First Party)

Name: _____
CNIC Number: _____
Designation: _____
Address: PERI, 48 Civic Centre Johar Town,
Lahore

Signature: _____

Thumb Impression: _____

(Second Party)

Name: (As per CNIC) _____
CNIC Number: _____
Designation: _____
Address: _____

Signature: _____

Thumb Impression: _____

GENERAL CONDITIONS OF CONTRACT

1.26 Contract

The Procuring Agency shall, after receipt of the Performance Guarantee from the successful Bidder, send the Contract provided in the Bid Document, to the successful Bidder. Within ten working days of the receipt of such Contract, the Bidder shall sign and date the Contract and return it to the Procuring Agency.

1.27 Contract Documents and Information

The Contractor shall not, without the Procuring Agency's prior written consent, make use of the Contract, or any provision thereof, or any document(s), specifications or information furnished by or on behalf of the Procuring Agency in connection therewith, except for purposes of performing the Contract or disclose the same to any person other than a person employed by the Contractor in the performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

1.28 Contract Language

The Contract and all documents relating to the Contract, exchanged between the Contractor and the Procuring Agency, shall be in English. The Contractor shall bear all costs of translation to English and all risks of the accuracy of such translation.

1.29 Standards

The Goods supplied provided under this Contract shall conform to the authoritative latest industry standards.

1.30 Patent Right

The Contractor shall indemnify and hold the Procuring Agency harmless against all third-party claims of infringement of patent, trademark or industrial design rights arising from deliverance of goods or any part thereof.

1.31 Performance Guarantee

The successful contractor shall furnish Performance Guarantee as under:

- 1.31.1** After the receipt of the Acceptance Letter from the Procuring Agency till the time of signing of contract;
- 1.31.2** In the form of a CDR/ Pay Order/ Demand Draft in favour of PERI issued by a scheduled bank operating in Pakistan;
- 1.31.3** For a sum equivalent to 10% (ten *Per cent*) of total value of the Contract;
- 1.31.4** In Pak Rupees;
- 1.31.5** Have a minimum validity period of (6) six months from the date of Award / Notification or until the date of completion of the task, whichever is later;
- 1.31.6** Will be retained for a period until successful delivery of goods or the warranty period whichever comes later;
- 1.31.7** The contractor shall cause the validity period of the Performance Guarantee to be extended for such period(s) as the contract performance may be extended.
- 1.31.8** Punjab Economic Research Institute is not responsible to pay any interest/benefit on the amount submitted as Performance Guarantee against this tender that could accumulate in

the same period by investing/ depositing in any bank or any other such institution/ organization;

1319 The proceeds of the Performance Guarantee may be payable to the Procuring Agency, on occurrence of any/ all of the following conditions:

1.31.9.1 If the contractor commits a default under the Contract;

1.31.9.2 If the contractor fails to fulfill any of the obligations under the Contract;

1.31.9.3 If the contractor violates any of the terms and conditions of the Contract.

132 Delivery

1321 The successful bidder shall provide the goods within 15 days of issuance of work order.

1322 The Contractor shall ensure that the Goods shall be delivered complete and as per schedule of delivery. If it shall appear to the Procuring Agency that the Goods have been or are likely to be delayed by reason of incomplete delivery or for any other reasons, it may require the Contractor at the expense of the Contractor to dispatch the right items of the Goods thereof and the contractor can demand extension of delivery period with proper justification of reasoning in writing.

1323 The Contractor shall ensure to get signed “Satisfactory Good Receipt Note” from Procuring Agency Representative upon successful delivery of goods/items.

1324 The Contractor shall provide the required Goods as is sufficient to prevent the damage or deterioration during storing and transit to their final destination as indicated in the Contract.

1325 The Goods shall remain at the risk and under the physical custody of the Contractor until the delivery and taking over of the Goods is completed.

133 Payment

1331 The Contractor shall provide separate breakup of item-wise goods in the invoice.

1332 The Procuring Agency shall pay the amount verified within thirty (30) days of successful delivery of goods. Payment shall not be made in advance and against partial deliveries until goods receipt note is issued by the Procuring Agency. The Procuring Agency shall make payment for the goods supplied, to the Contractor, as per Government policy, in Pak Rupees, through cheque.

1333 All payments shall be subject to any and all taxes, duties and levies applicable under the laws of Pakistan.

1334 The Procuring Agency will not be responsible for any erroneous calculation of tax rates. However, any change in rates or structure of applicable taxes after bid submission date shall be adjusted in the price and shall be borne by the Bidder.

134 Price

The Contractor shall not charge prices for the Goods supplied and for other obligations discharged, under the Contract, varying from the prices quoted by the Contractor in the Price Schedule.

135 Contract Amendment

135.1 The Procuring Agency may at any time, by written notice served to the Contractor, alter or amend the contract for any identified need / requirement in the light of prevailing rules

and regulations.

135.2 The Contractor shall not execute any Change until and unless the Procuring Agency has allowed the said Change, by written order served on the Contractor.

135.3 The Change, mutually agreed upon, shall constitute part of the obligations under this Contract, and the provisions of the Contract shall apply to the said Change.

135.4 No variation in or modification in the Contract shall be made, except by written amendment signed by both the Procuring Agency and the Contractor.

136 Assignment / Subcontract

136.1 The Contractor shall not assign or sub-contract its obligations under the Contract, in whole or in part, except with the Procuring Agency's prior written consent.

136.2 The Contractor shall guarantee that any and all assignees/ subcontractors of the Contractor shall, for performance of any part/ whole of the task under the contract, comply fully with the terms and conditions of the Contract applicable to such part/ whole of the task under the contract.

137 Extensions in time for performance of obligations under the Contract

If the Contractor encounters conditions impeding timely performance of any of the obligations, under the Contract, at any time, the Contractor shall, by written notice served on the Procuring Agency, promptly indicate the facts of the delay, its likely duration and its cause(s). As soon as practicable after receipt of such notice, the Procuring Agency shall evaluate the situation and may, at its exclusive discretion, without prejudice to any other remedy it may have, by written order served on the Contractor, extend the Contractor's time for performance of its obligations under the Contract.

138 Liquidated Damages

If the Contractor fails to provide the required Goods as is sufficient to prevent the damage or deterioration of Goods during storing as indicated in the Contract, the Procuring Agency may either deduct the amount from the Contract Price or the contractor shall pay the Procuring Agency the amount equal to the original cost of the damaged/lost Goods due to any reason e.g. Accident, rain, damage and theft etc. If the Contractor fails to provide any item within delivery time, 0.05 % of the total payment will be imposed as penalty per day. The period of liquidated damages will expire in 30 days, after which PERI may cancel work order and forfeit performance guarantee. After the confiscation of performance guarantee and cancellation of work order, vendor will not claim any payment whatsoever. In case of unreasonable delay in the provision of goods or in case of unsatisfactory quality of goods, PERI reserves the right to forfeit the performance guarantee and cancel the work order and vendor will not claim any payment whatsoever.

PERI might also blacklist and debar the contractor from participating in public procurements in case of unnecessary delay in the execution of contract or on provision of unsatisfactory/unprofessional quality of goods.

139 Blacklisting

The Procuring Agency may, for a specified period, debar a bidder or contractor from participating in any public procurement process of Procuring Agency, if the bidder or contractor has:

- (a) Acted in a manner detrimental to the public interest or good practices;
- (b) Consistently failed to perform his/her obligation under the contract;
- (c) Not performed the contract up to the mark; or
- (d) Indulged in any corrupt practice.

140 Termination for Default

- 140.1** If the Contractor fails/ delays in performance of any of the obligations, under the Contract/ violates any of the provisions of the Contract/ commits breach of any of the terms and conditions of the Contract, the Procuring Agency may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the default(s) and terminate the Contract, in whole or in part, without any compensation to the Contractor. Provided that the termination of the Contract shall be resorted to only if the Contractor does not cure its failure/ delay, within fifteen working days (or such longer period as the Client may allow in writing), after receipt of such notice.
- 140.2** If the Procuring Agency terminates the Contract for default, in whole or in part, the Procuring Agency may procure, upon such terms and conditions and in such manner as it deems appropriate, Goods similar to those undelivered, and the Contractor shall be liable to the Procuring Agency for any excess costs for such similar Goods. However, the Contractor shall continue performance of the Contract to the extent not terminated.

141 Termination for Convenience

- 141.1** The Procuring Agency may, at any time, by written notice served on the Contractor, terminate the Contract, in whole or in part, for its convenience, without any compensation to the Contractor.
- 141.2** The goods which are complete or to be completed by the Contractor, within the delivery period shall be accepted by the Procuring Agency. For the remaining goods, the Procuring Agency may elect:
- 1.41.2.1** To have any portion thereof provided; and/or
 - 1.41.2.2** To cancel the remainder and pay to the Contractor an agreed amount for partially delivered goods, together with a reasonable allowance for overhead and profit.

142 Termination for Insolvency

If the Contractor becomes bankrupt or otherwise insolvent, the Procuring Agency may, at any time, without prejudice to any other right of action/ remedy it may have, by written notice served on the Contractor, indicate the nature of the insolvency and terminate the Contract, in whole or in part, without any compensation to the Contractor.

143 Force Majeure

- 143.1** For the purpose of this contract “Force Majeure” means an event which is beyond the reasonable control of a party and which makes a party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances, and includes, but is not limited to, War, Riots, Storm, Flood or other industrial actions (except where such strikes, lockouts or other industrial are within the power of the party invoking Force Majeure), confiscation or any other action by Government agencies. In all disputes between the parties as to matters arising pursuant to this Contract, the dispute be referred for resolution by arbitration under the Pakistan Arbitration Act, 1940, as amended, by one or more arbitrators selected in accordance with said Law. The place for arbitration shall be Lahore, Pakistan. The award shall be final and binding on the parties.

- 1.43.2** The Contractor shall not be liable for liquidated damages, blacklisting for future Bids, if and to the extent his failure/ delay in performance/ discharge of obligations under the Contract is the result of an event of Force Majeure.
- 1.43.3** If a Force Majeure situation arises, The Contractor shall, by written notice served on The Procuring Agency, indicate such condition and the cause thereof. Unless otherwise directed by The Procuring Agency in writing, The Contractor shall continue to perform under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- 1.43.4** Force Majeure shall not include
- 1.43.4.1** Any event which is caused by the negligence or intentional action of a Party or Agents or Employees, nor
 - 1.43.4.2** Any event which a diligent Party could reasonably have been expected to both
 - 1.43.4.3** Take into account at the time of the conclusion of this Contract and
 - 1.43.4.4** Avoid or overcome in the carrying out of its obligations here under.
- 1.43.5** Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

1.44 Dispute Resolution

- 1.44.1** The Procuring Agency and the Contractor shall make every effort to amicably resolve, by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract.
- 1.44.2** If after thirty working days, from the commencement of such informal negotiations, the Procuring Agency and the Firm have been unable to amicably resolve a Contract dispute, either party may, require that the dispute be referred to Arbitration Committee, which will be constituted by Deputy Chief Executive Officer, PERI with one representative of the Firm. The decision of Arbitration Committee shall be final and binding on both the parties.

1.45 Statutes and Regulations

- 1.45.1** The Contract shall be governed by and interpreted in accordance with the laws of Pakistan.
- 1.45.2** The Contractor shall, in all matters arising in the performance of the Contract, conform, in all respects, with the provisions of all Central, Provincial and Local Laws, Statutes, Regulations and By-Laws in force in Pakistan, and shall give all notices and pay all fees required to be given or paid and shall keep the Procuring Agency indemnified against all penalties and liability of any kind for breach of any of the same.

1.46 Taxes and Duties

The Contractor shall be entirely responsible for all taxes, duties and other such levies imposed, make inquiries on income tax to the concerned authorities of Income Tax.

1.47 Contract Cost

The Contractor shall bear all costs / expenses associated with the preparation of the Contract and the Procuring Agency shall in no case be responsible / liable for those costs / expenses. The successful bidder shall provide legal stamp papers of relevant value according to Govt. rules and

regulations for signing of the formal contract.

148 Authorized Representative

- 148.1** The Procuring Agency or the Contractor may, at their exclusive discretion, appoint their Authorized Representative and may, from time to time, delegate any / all of the duties / authority, vested in them, to their authorized Representative(s), including but not limited to signing on their behalf to legally bind them, and may, at any time, revoke such delegation.
- 148.2** The Authorized Representative shall only carry out such duties and exercise such authority as may be delegated to him, by the Procuring Agency or the Contractor.
- 148.3** Any such delegation or revocation shall be in writing and shall not take effect until notified to the other parties to the Contract.
- 148.4** Any decision, instruction or approval given by the Authorized Representative, in accordance with such delegation, shall have the same effect as though it had been given by the Principal.
- 148.5** If the Contractor questions any decision or instruction of the Authorized Representative of the Procuring Agency, the Contractor may refer the matter to the Procuring Agency who shall confirm, reverse or vary such decision or instruction.

149 Waiver

Failure of either party to insist upon strict performance of the obligations of the other party, under the Contract, shall in no way be deemed or construed to affect in any way the right of that party to require such performance.

SPECIAL STIPULATIONS (BID DATA SHEET)

SPECIAL STIPULATIONS (BID DATA SHEET)		
For ease of Reference, certain special stipulations are as under:		
Reference	Description	Details
Clause 1.3	Bidding procedure	Single stage – Two Envelope Bidding Procedure as per Provision of 38(2)(a) of PPRA
Clause 1.4.6	Last date and time for the Submission of bidding document.	02:00 pm on 01-03-2021 at 48 Civic Centre Johar Town Lahore
Clause 1.4.7	Date, time and venue of opening of technical proposals	03:00 pm on 01-03-2021 at 48 Civic Centre Johar Town Lahore
Clause 1.13	Bid Price	Should be best and final prices including all applicable taxes as no negotiations on the prices are allowed.
Clause 1.14	Bid Security	The Contractor shall furnish the 2% (28,000/-) of the estimated price as Bid Security in the form of Demand Draft/ Pay Order/ Call Deposit Receipt, in the name of the Director Punjab Economic Research Institute for amounts mentioned in the bid document.
Clause 1.15	Bid validity period	120 Days
Clause 1.30	Performance Guarantee	10% of Contract Value
Clause 1.31	Delivery	Within 15 days
Clause 1.37	Liquidated damages for failure / delay in supply of Goods by the Contractor	If the contractor fails to deliver the goods in time as specified in the scope of work. 0.05% of the quoted price per day shall be imposed as penalty. Further, failure to meet the required quality standards / specifications will appeal financial deduction that may be up-to performance guarantee submitted.
Clause 1.4.22	Contact Person for Communication:	Muhammad Awais Procurement Specialist Contact No: 04299233441 Mr. Muhammad Asim Assistant Accounts Officer Contact No. 04299233441

ANNEXURES

ANNEXURE-A

(WILL BE ATTACH WITH TECHNICAL PROPOSAL)

To be submitted on legal stamp paper of Rs. 100/- with Technical Proposal

UNDERTAKING

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

We undertake that our firm is not blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan.

Dated this _____ day of _____ 2020

Signature

(Company Stamp)

In the capacity of: _____

Duly authorized to sign bids for and on behalf of:

(Attestation by Notary Public/ Oath Commissioner)

ANNEXURE-B

To be submitted on legal stamp paper of Rs. 100/- with Technical Proposal

AFFIDAVIT

(Integrity Pact)

We _ (Name of the bidder / supplier) being the first duly sworn on oath submit, that Mr. / Ms.

(If participating through agent / representative) is the agent / representative duly authorized by _ (Name of the bidder company) _ hereinafter called the Contractor to submit the attached bid to the _ (Name of the Procuring Agency). Affiant further states that the said M/s (Bidding Firm/Company Name) has not paid, given or donate or agreed to pay, given or donate to any line officer or employee of the _ (Name of the Procuring Agency) _ any money or thing of value, either directly or indirectly, for special consideration in the letting of the contract, or for giving undue advantage to any of the bidder in the bidding and in the evaluation and selection of the bidder for contract or for refraining from properly and thoroughly maintaining projects implementations, reporting violation of the contract specification or other forms of non-compliance.

[The Seller/Supplier/Contractor] certifies that it has made and will make full disclosure of all agreements and arrangements with all persons in respect of or related to the transaction with the Procuring Agency and has not taken any action or will not take any action to circumvent the above declaration, representation or warranty / support.

[The Seller/Supplier/Contractor] accepts full responsibility and strict liability for making any false declaration, not making full disclosure, misrepresenting facts or taking any action likely to defeat the purpose of this declaration, representation and warranty / support. It agrees that any contract, right, interest, privilege or other obligation or benefit obtained or procured as aforesaid shall, without prejudice to any other right and remedies available to the Procuring Agency under any law, contract or other instrument, be voidable at the option of the Procuring Agency.

Notwithstanding any rights and remedies exercised by the Procuring Agency in this regard, [the Seller/Supplier/Contractor] agrees to indemnify the Procuring Agency for any loss or damage incurred by it on account of its corrupt business practices and further pay compensation to the Procuring Agency in an amount equivalent to ten times the sum of any commission, gratification, bribe, finder's fee or kickback given by

[the Seller/Supplier/Contractor] as aforesaid for the purpose of obtaining or inducing the procurement of any contract, right, interest, privilege or other obligation or benefit in whatsoever form from the Procuring Agency.

Signature & Stamp

In the capacity of: _____

Subscribed and sworn to me this _____ day of _____ 2020

(Attestation by Notary Public/ Oath Commissioner)

ANNEXURE-C

(WILL BE ATTACHED WITH TECHNICAL PROPOSAL)

FORMAT FOR COVERING LETTER

To

(Name and address of Procuring Agency)

Subject: _____

Dear Sir,

- a) Having examined the Bid document and Appendixes we, the undersigned, in conformity with the said document, offer to provide the said goods on terms of reference to be signed upon the award of contract for the sum indicated as per Price Schedule.
- b) We undertake, if our proposal is accepted, to provide the goods comprise in the contract within time frame specified, starting from the date of receipt of notification of award from the client Department / Office.
- c) We agree to abide by this proposal for the period of days (as per requirement of the project) from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- d) We agree to execute a contract in the form to be communicated by the _(insert name of the Procuring Agency)_, incorporating all agreements with such alterations or additions thereto as may be necessary to adapt such agreement to the circumstances of the standard.
- e) We understand that you are not bound to accept a lowest or any bid you may receive, not to justify for rejection of any bid and that you will not defray any expenses incurred by us in bidding.

Authorized Signatures with Official Stamp

ANNEXURE-D

1. Evaluation criteria for Technical Qualification:

- i) Evaluation will be done only on the grounds of documents provided in the technical proposal submitted by the bidder.
- ii) Only those Bidders who qualify in the evaluation of the technical proposal will have their financial proposal opened.
- iii) Any financial bid without rate quoted against even a single item mentioned in the bid price schedule would be rejected. They are not allowed to skip any item in the financial bid i.e. bid price schedule at Annex-F.
- iv) The financial proposals of the bidders who qualify technical part will be compared.
- v) The bidder offering the lowest aggregate price will be awarded the contract.
- vi) Total marks for Technical Proposal: 100 marks
- vii) Bidder shall not be eligible for technical qualification, if they fail to meet any eligibility criteria.
- viii) Minimum qualifying percentage for entering into financial proposal is 65%. Applicant who secured less than 65% will be disqualified and will not be entertained for financial evaluation.

Sr.#	Evaluation Factors & Description	Maximum Marks
1	Type of Company Limited company = 20 marks Partnership = 18 marks Proprietary = 15 marks	20
2	Year in Business (General experience form the date of incorporation/registration). (List of clients, address, amount, address and telephone numbers). 2 year to 4 years 10 Above 4 year to 5 years 15 More than 5 years 20	20
3	Experience to provide goods in Government/Semi Government/Autonomous organizations (Copies of work orders). 2 year to 3 years 15 Above 3 year to 5 year 20 Above 5 years to 8 years 25 More than 8 years 30	30
4	Financial Turnover of last two financial years i.e. 2018-2019 to 2019-2020(minimum Rs. 1.5 Million per year). Bank Statement/ Audited Accounts must be attached. Turn over Rs. 1.5 million to 2.0 million 15 Above Rs. 2.0 million to 2.5 Million 20 Above Rs. 2.5 million to 3.0 Million 25 More than Rs. 3.0 million 30	30
	Total Marks	100
	Qualified Marks	65

ANNEXURE-E

(WILL BE ATTACHED WITH FINANCIAL PROPOSAL)

BID SUBMISSION FORM

To (Name and address of Procuring Agency)

[Location, Date]

Dear Sir,

We, the undersigned, offer to provide the _(Insert title of assignment)_ in accordance with your Bidding Document No. _____ dated _(insert date)_. Our attached Bid is for the sum of amount of _____. This amount is inclusive of all taxes.

Our Bid shall be binding upon us up to the expiration of the validity period of the Bid, i.e. for a period of two months.

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

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

We remain,

Yours sincerely,

Authorized Signature (Original)

(In full and initials)

Name and Designation of Signatory

Name of Firm

Address

ANNEXURE-F

PRICE SCHEDULE

Sr. No	Name of Item with Specifications	Qty. (Unit)	Rate inclusive of Taxes
1	Total Number of Inner Pages 1400*50 = (70,000 Approx) Detail; -Books /Booklets / Broachers (31 Approx) -Total number of pages 1400 (Approx) -Estimated number of copies per Book/Booklet (50 each) -Pages per booklet; -varies from 04 pages to more than 150 pages per book / booklet -Size; A4 Quality; 113 Gms Matt Paper	Per Inner Page	
2	Total Cover Pages; (31*50 = 1550 Approx) -Cover Pages; 31Approx (one cover page per book/booklet) -Estimated number of copies per Cover Page; 50 each (Quality); -Matt Lamination and Sport UV	Per Cover Page	
3	- Total Binding; (31*50 = 1550 Approx) -Estimated number of Books/Booklets; (31Approx) -Estimated number of Binding per Book/Booklet; (50 each) Quality; -Gum Binding/Perfect Binding	Per Binding	
	Total		

NOTE

1. Bidders are not allowed to skip any item mentioned in the bid price schedule. Any item without rate quoted against even a single item would be rejected. However, rate will be compared against each item and with lowest aggregate cost will be awarded contract. Splitting is not allowed.
2. As per law, agreement of this procurement needs to be signed on a stamp paper with stamp value of 0.25% of the contract value. The bidder will be responsible to provide stamp paper with contract stamp amount.

3. Rates should be quoted in Pak Rupees and strictly as per the format illustrated above. Bids quoted in formats other than the illustrated format will be rejected. Applicable local taxes shall be paid over and above on actual basis on production of documentary evidence. PERI will not be making any other payment except those mentioned in the commercial bid.

Date

Company Seal & Bidder's Signature

FRAMEWORK CONTRACT

PROCUREMENT OF PRINTING/PUBLICATIONS AND STATIONERY ITEMS THROUGH FRAMEWORK CONTRACT

THIS CONTRACT is made and executed on this _____ day of _____, 2021 by and between:

M/S Punjab Economic Research Institute, Lahore through its Secretary, PERI (Hereinafter referred to as “Procuring Agency” which expression shall, where the context permits, includes its successors in interest and permitted assigns)

(Hereinafter referred to as “Contractor” which expression shall, where the context, permits, includes its successors-in-interest and permitted assigns)

WHEREAS;

- i. The Procuring Agency advertised a tender notice in the national press for supply of Inventory items as defined in this Contract (hereinafter called the “Good”);
- ii. The Contractor, being the lowest bidder, has been selected and is willing to provide the following goods on specified rates on the terms conditions set forth in this Contract.

Purchase of Printing/Publication Items			
Sr. No	Name of Item with Specifications	Qty. (Unit)	Rate inclusive of Taxes
1	Total Number of Inner Pages (1400*50 = 70,000 Approx) Detail; -Books /Booklets / Broachers; (31 Approx) -Total number of pages; 1400 (Approx) -Estimated number of copies per Book/Booklet; (50 each) -Pages per book/booklet; varies from 04 pages to more than 150 pages per book / booklet -Size; A4 Quality; 113 Gms Matt Paper	Per Inner Page	Per Inner Page
2	-Total Cover Pages; (31*50 = 1550 Approx) -Cover Pages; 31Approx (one cover page per book) -Estimated number of copies per Cover Page; (50 each) Quality; -Matt Lamination and Sport UV	Per Cover Page	Per Cover Page
3	- Total Binding; (31*50 = 1550 Approx) -Estimated number of Books/Booklets; (31Approx)	Per Binding	Per Binding

	-Estimated number of Binding per Book/Booklet; 50 each Quality: -Gum Binding/Perfect Binding		
	Total		

NOW, THEREFORE, the Procuring Agency, represented by its General Manager (Admin &HR) P Punjab Economic Research Institute and the Contractor, represented by its _____, in order to synergize their efforts for achieving the intended results, have decided to enter into this Contract today on _____ on the terms and conditions agreed below.

1. The Contractor shall provides the above stated items for the currency of the contract as per requirement of the Procuring Agency on issuance of purchase order (as and when required) Delivery period will be two weeks after issuance date of purchase order.
2. That the Procuring Agency shall pay to the Contractor through cheque of Govt. treasury 100% satisfactory delivery,
3. The Contractor shall be fully responsible for quality of all goods supplied under this contract.
4. The supplied items could be replaced/exchanged if not found upto the mark or as per sample approved.
5. Any delay in delivery of Goods/Services as per agreed time frame will be subject to a penalty @.05% per day, of the total purchase order value.
6. The Procuring Agency will deduct income tax and sales tax or any tax, if applicable, as pe prescribed rates of the Government.
7. The Contract may be revoked by the Procuring Agency at any time in case of substandard supplies after issuance of one month notice and all payments will be withheld by the Procuring Agency and moreover, the legal action will be initiated against the firm.
8. Frame work contract will be valid upto 30th June 2021.

IN WITNESS WHEREOF; the authorized representatives of both the parties have executed and entered into this Agreement on this _____ day of _____, 2021 at Lahore have signed and sealed or stamped as under.

Secretary
PERI

For and on Behalf of Firm

WITNESSES:
