

# TENDER DOCUMENT OF MACHINERY & EQUIPMENT

TENDER NO:.. POMB/TD/M&E/17-18/01



OFFICE OF OMBUDSMAN (MOHTASIB) PUNJAB  
PROF ASHFAQ ALI KHAN ROAD, LAHORE

Phone No.: 042-99211404. 042-99212503

Website: [www.ombudsmanpunjab.gov.pk](http://www.ombudsmanpunjab.gov.pk)

## **Important Note:**

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

## **Applicability of Punjab Procurement Rules, 2014 (Amended Upto 30-11-2017)**

This Bidding Process will be governed under Punjab Procurement Rules, 2014 (Amended Upto 30-11-2017).

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## 1. INVITATION TO BID:

### 1.1 PUNJAB PROCUREMENT RULES TO BE FOLLOWED:

Punjab Procurement Rules, 2014 (Amended Upto 30-11-2017) will be strictly followed. These may be obtained from PPRA's website.

In this document, unless otherwise mentioned to the contrary, "Rule" means a Rule under the Punjab Procurement Rules, 2014 (Amended Upto 30-11-2017).

### 1.2 MODE OF ADVERTISEMENT(s):

As per Rule 12(1&2), this Tender is being placed online at PPRA's website, as well as being advertised in print media two national daily newspapers.

As per Rule 12(2), this Tender is also placed online at the website of Purchaser. The bidding document carrying all details can be downloaded from Ombudsman Punjab Website [www.ombudsmanpunjab.gov.pk](http://www.ombudsmanpunjab.gov.pk) and from PPRA's website [www.ppra.punjab.gov.pk](http://www.ppra.punjab.gov.pk) for information only. All prospective bidders are required to collect a Challan Form from the Incharge Logistics, Ombudsman Punjab at above given address; to deposit an amount of Rs. 1,000/- in Ombudsman Punjab Office. The deposit slip / Challan Form must accompany respective bid; otherwise the bid will stand rejected.

### 1.3 TYPE OF OPEN COMPETITIVE BIDDING:

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

- i. the bid shall be a single package consisting of two separate envelopes, containing separately the financial and the technical proposals;
- ii. the envelopes shall be marked as "Technical Proposal" and "Financial Proposal";
- iii. in the first instance, the "Technical Proposal" shall be opened and the envelope marked as "Financial Proposal" shall be retained unopened in the custody of the procurement officer;
- iv. the procuring agency shall evaluate the technical proposal in the manner prescribed in advance, without reference to the price and shall reject any proposal which does not conform to the specified requirements;



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- v. during the technical evaluation, no amendments in the technical proposal shall be permitted;
- vi. after the evaluation and approval of the technical proposals, the procuring agency shall open the financial proposals of the technically accepted responsive bids, publically at a time, date and venue announced and communicated to the bidders in advance, within the bid validity period;
- vii. the financial bids found technically nonresponsive shall be returned un-opened to the respective bidders; and
- viii. the lowest evaluated bidder shall be awarded the contract.

#### **1.4 CONTACT MANAGEMENT:**

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

<p><b><u>Primary Contact</u></b></p> <p><b>Ms. Sidra Arshad</b> <b>Procurement Officer</b> Email: sidraarshad22omb@gmail.com Phone: 042-99212503 Room No. 125 Office of Ombudsman (Mohtasib) Punjab Prof Ashfaq Ali Khan Road, Lahore.</p>	<p><b><u>Secondary Contact</u></b></p> <p><b>Ms. Dur-e-Shahwar</b> <b>Accounts Officer</b> Email: musahamza55@gmail.com Phone: 042-99210961 Room No. 125 Office of Ombudsman (Mohtasib) Punjab Prof Ashfaq Ali Khan Road, Lahore.</p>
<p><b><u>Head Procurement</u></b></p> <p><b>Mr. Sami Ullah</b> <b>Advisor (Finance &amp; Procurement)</b> Email: samiullahjee@gmail.com, sami.ullah@punjab.gov.pk Phone: 042-99211404 Room No. 13 Office of Ombudsman (Mohtasib) Punjab Prof Ashfaq Ali Khan Road, Lahore.</p>	

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

Bidders are also required to state, in their proposals, the name, title, contact details (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.



### 1.5 GENERAL CONDITIONS:

- i. The Purchaser/procuring agency will not be responsible for any costs or expenses incurred by bidders in connection with the preparation or delivery of bids.
- ii. Failure to supply required items/services within the specified time period will invoke Penalty Clause 9.27 as specified in this document or Purchase Order.
- iii. The bidder shall submit bids which comply with the **Bidding Document**. Alternative bids shall not be considered. The attention of bidders is drawn to the provisions of this tender document Clause regarding “**Determination of Responsiveness of Bid**” and “**Rejection / Acceptance of the Tender**” for making their bids substantially responsive to the requirements of the Bidding Document.
- iv. The Tenderer/Bidder must be qualifying the item in the **MACHINERY & EQUIPMENT** unless if tenderer/bidder/purchaser will not accomplish terms & conditions and specifications its consider to be disqualified for **MACHINERY & EQUIPMENT**.
- v. It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bid and no claim whatsoever including those of financial adjustments to the contract awarded under this Bid Process will be entertained by the Purchaser. Neither any time schedule, nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder.
- vi. It must be clearly understood that the Terms and Conditions and Specifications are intended to be strictly enforced. No escalation of by the bidder cost except arising from increase in quantity on the demand and approval of the Purchaser will be permitted throughout the period of completion of the contract
- vii. The Bidder should be fully and completely responsible for all the deliveries and deliverables to the Purchaser.
- viii. The procuring agency reserves the right to increase/decrease quantity of **MACHINERY & EQUIPMENT** item at any time.
- ix. The tenderer/bidder must accomplish the **Checklist for Bidder** (mentioned in **Section 11**) before submission of their Technical & Financial Bids proposals to the office of Ombudsman (Mohtasib) Punjab.



## 2. TENDER ELIGIBILITY/QUALIFICATION CRITERIA:

Eligible Bidder/Tenderer is a Bidder/Tenderer who:

- 2.1 has a registered/incorporated authorized company/firm/Sole Proprietor in Pakistan with relevant business experience of last three (3) year as on, for MACHINERY & EQUIPMENT Item;
- 2.2 Must be registered with Tax Authorities as per prevailing latest tax rules (Only those companies which are validly registered with sales tax and income tax departments and having sound financial strengths can participate);
- 2.3 has valid Registration of General Sales Tax (GST) & National Tax Number (NTN); has submitted bid and relevant bid security against MACHINERY & EQUIPMENT item;
- 2.4 must be involved in manufacturing/sales/supply business for last three (3) year, for MACHINERY & EQUIPMENT item;
- 2.5 has authorization of the **Tier 1 Partner/manufacturer/Principal Authorized Dealer** for last Three (03) years.
- 2.6 In case of Importer the importer certificate must be enclosed.
- 2.7 has not been blacklisted by any of Provincial or Federal Government Department, Agency, Organization or autonomous body or Private Sector Organization anywhere in Pakistan. (Submission of undertaking on legal stamp paper is mandatory), for MACHINERY & EQUIPMENT item;
- 2.8 has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.
- 2.9 There is sufficient outlets/availability of the spares parts in Lahore, Pakistan.
- 2.10 Conforms to the clause of "**Responsiveness of Bid**" given herein this tender document.
- 2.11 Goods and Services can only be supplied / sourced / routed from "origin" in "eligible" member countries.

a. "**Eligible**" is defined as any country or region that is allowed to do business in Pakistan by the law of Government of Pakistan.

b. "**Origin**" shall be considered to be the place where the Goods are produced or from which the Services are provided. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.

**Note:** Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification.



### **3. TENDER COST:**

The requisite Tender document against the **MACHINERY & EQUIPMENT** item must be got during office hours from **08.00 am to 04.00 pm** on the submission of a written request on the letter head of the Company/Firm Supplier business name against the payment of **Rs. 1,000 (Pak Rs. One Thousand Only) (Non-Refundable)**.

#### **3.1 EXAMINATION OF THE TENDER DOCUMENT:**

The Tenderer/Bidder is expected to examine the Tender Document, including all instructions and terms & conditions carefully before submission of his Technical & Financial bids against the requirement of this tender document.

### **4. CLARIFICATION OF THE TENDER DOCUMENT:**

The Tenderer/Bidder may require in writing further information or clarification of the Tender Document, within 05 (five) working calendar days of issuance of tender in writing. The clarification and the replies will be shared with all prospective bidders.

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

### **5. AMENDMENT OF THE TENDER DOCUMENT:**

The Purchaser may, at any time prior to the deadline for submission of the Tender, at his own initiative or in response to a clarification requested by the Bidder(s), amend the Tender Document, on any account, for any reason. All amendment(s) shall be part of the Tender Document and binding on the Bidder(s).

The Purchaser shall notify the amendment(s) in writing to the prospective Tenderers/Bidders as per Punjab Procurement Rules, 2014 (Amended Upto 30-11-2017).





## 6. REJECTION/DISQUALIFICATION:

The following are the requisite clauses which consider to be rejection or disqualified;

- i. Partial/Incomplete Bids will be rejected/disqualified or
- ii. The bidder/tenderer who doesn't apply with complete MACHINERY & EQUIPMENT item will be rejected.
- iii. if the bidder/tenderer does not comply with the Tender Document of MACHINERY & EQUIPMENT **Section 11 (Check List for Bidder)** or
- iv. If the bidder/tenderer who doesn't meet the yardstick of Tender Evaluation criteria (Technical & Financial) will be considered to be rejected/disqualified or
- v. If the bidder/tenderer does not comply with Schedule of Technical Specification Section 12 or
- vi. subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- vii. the Tenderer refuses to accept the corrected Total Tender Price; or
- viii. Non-Responsive bids under the Section 8 Evaluation of Bids or
- ix. Bids which do not comply with the tender document Section (1 to 13) or
- x. Non-submission of verifiable proofs against the mandatory as well as general documentary, qualification and eligibility related requirements.



## 7. TENDER DOCUMENT FOR THE SUPPLY OF MACHINERY & EQUIPMENT

**Office:** Ombudsman (Mohtasib) Punjab, Prof Ashfaq Ali Road, Lahore

**Source of Funding:** Govt of the Punjab

**Contract Ref:** POMB/TD/M&E/17-18/01

**Firm/Supplier Name:** \_\_\_\_\_

**Date of Issue of Request:** \_\_\_\_\_ -2018

Office of the Ombudsman (Mohtasib) Punjab graciously invites sealed bids for the supply of following **Brand-New MACHINERY & EQUIPMENT item** from NTN/GST registered firms/suppliers. Tenders for the same will be opened on **09<sup>th</sup> March 2018** at **11:00 AM**. following the **Single Stage - Two Envelopes** bidding procedure as per Rule 38 (2a) Punjab Procurement Rules, 2014 (Amended upto 30-11-2017).

<b>SUPPLY OF MACHINERY &amp; EQUIPMENT</b>		
<b>Item No.</b>	<b>Quantity (Qty)</b>	<b>Description of item</b>
1	Supply of Twenty-Seven (27)	Medium Duty Photocopier

Tender document including **MACHINERY & EQUIPMENT** item details and comprehensive specifications are available from the office of the Ombudsman Punjab from the date of advertisement during office hours only (**08.00 am to 04.00 pm**).

## 8. MANDATORY CONDITIONS:

The following are the **mandatory points** which need to be kept in view before preparing and submission of bids;

8.1 The requisite Tender document against the **MACHINERY & EQUIPMENT** item must be get on the office hours from (**08.00 am to 04.00 pm**) on the submission of a written request on the letter head of the Company/Firm Supplier business name against the payment of **Rs. 1,000 (Pak Rs. One Thousand Only) (Non-Refundable)**.

8.2 You must quote rate under this request in **MACHINERY & EQUIPMENT** item. Bids (Technical & Financial) will be evaluated in the prescribed **MACHINERY & EQUIPMENT** item and contract will



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be awarded to the firm/Supplier which meet the prescribed Technical & Financial Evaluation Criteria against the required schedule of Technical Specification of **MACHINERY & EQUIPMENT**.

8.3 Bids must be accompanied with Earnest Money @ **2%** of **estimated price (Pak Rupees 60,00,000)** in the shape of **Pay Order/DD/CDR (Call Deposit Receipt)** as per Rule. 27 Punjab Procurement Rules, 2014 (Amended upto 30-11-2017). Partial, incomplete or conditional bids in light of documentations will not be entertained / considered.

8.4 You shall submit original copy of the Bids (Technical & Financial) on the Form of Bid (Technical & Financial) and clearly marked "**Original**". Both Technical and Financial bids must be filled on the given Form of Bid which enclosed in the Tender Document. Your Bids (Technical & Financial) in the attached format should be signed, sealed in an envelope, and addressed to and delivered to the following address on or before:

**Procuring Agency Address:** OFFICE OF THE OMBUDSMAN (MOHTASIB) PUNJAB  
PROF ASHFAQ ALI KHAN ROAD, LAHORE.

**Telephone:** 042 – 99211404, 99211503

**Fax:** 042 – 99213432

8.5 Your Bids (Technical & Financial) in duplicate and written in English language should be accompanied by adequate technical documentation and catalogue(s) and other printed material or pertinent information (in English language) for the proposed supply of **MACHINERY & EQUIPMENT** under this request including names and addresses of firms providing after-sales service facilities in Lahore, Punjab Pakistan.

8.6 The **deadline for receipt** of your Bids by the Purchaser at the address indicated in Paragraph 8.4 is: 09-03-2018 **at 10.30 AM**.

8.7 The management of Office of the Ombudsman Punjab reserves the right to **accept or reject** all the Bids at any time before the acceptance of any Bid. The reasons of rejection shall be communicated to the bidders upon request as per Rule 35 of Punjab Procurement Rules, 2014 (Amended upto 30-11-2017).

## **8.8 EVALUATION OF BIDS:**

### **8.8.1 BID OPENING EVALUATION:**

All the technical & financial bids documents must need to be **responsive** under all the **Sections (1 to 13)** and must comply with Section (11) Checklist for Bidder before proceeding to Technical



Evaluation & Financial Evaluation process. While if any bidder technical bids documents do not comply with the **Sections (1 to 13)** and **Section (11)** Checklist for bidder will be considered to be **non-responsive/disqualified** for further technical & financial evaluation process.

#### **8.8.2 TECHNICAL BIDS EVALUATION:**

- i. If an offer (Technical Bid) is not substantially responsive and contains material deviations or reservations to the terms & conditions, and specifications in this Request for Bid **Section 12**, and it will not be considered further for Financial Evaluation. The Procuring Agency will evaluate and compare only the Technical Bids determined to be **substantially responsive**.
- ii. Technical Bids determined to be substantially responsive against the enclosed prescribed Technical Specifications (**Section 12**) on the basis of Lean Quality based method where Five (05) marks to be awarded for successful correlation of acquired each technical specification as per Schedule of Technical Specification (**Section 12**). While aggregative marks will be determined as prescribed in **MACHINERY & EQUIPMENT**. The **Eighty (80) percent** ratio will be used on the Total Marks of Technical Specification MACHINERY & EQUIPMENT which must be forward and aggregate on the total marks of the technical evaluation.
- iii. Only those bidders/tenderers bids will be considered to Financial Evaluation stage who overall points score **Ninety (90) percent** of the **Technical Bid Evaluation Criteria (Clause 8.8.2.1)**. While the remaining bidders/tenderers bids who score less than 90% overall points there sealed financial bids will be returned to them as such.
- iv. The Bidders who have duly complied with the Eligibility/Qualification and Evaluation Criteria against MACHINERY & EQUIPMENT will be eligible for further processing.
- v. The Bids which do not conform to the Technical Specifications or Bid conditions or the Bids from the Bidders without adequate capabilities for supply and maintenance / warranty services will be rejected.

#### **8.8.2.1 TECHNICAL BID EVALUATION CRITERIA:**

The following are the baseline criteria for the technical evaluation and here below elaborated in the detail comprehensive table for which the detail process is described in coherent way. Each technical bid will be evaluated on the basis of four major categories:



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**\*Total (100%) = Legal (10% of the Total Marks), Technical Specification (80% of the Total Marks), Experience (5% of the Total Marks) & Human Resource Management (5% of the Total Marks);**

Category	Description	Remarks	Points	Selection Points Percentage
<b>Legal</b>	Certificate of Company/Firm Registration/Incorporation or Sole Proprietorship under the Laws of Pakistan	Mandatory	10	10% of Total Points
	Valid Income Tax (NTN) and General Sales Tax (GST) Registration Certificate	Mandatory	10	
	Active Status of NTN & GST	Mandatory	10	
	Submission of undertaking (Affidavit) on legal valid and attested stamp paper (Rs. 100/- or above) that the firm; <b>i)</b> That the firm is never blacklisted on any grounds whatsoever. <b>ii)</b> That the firm/supplier provide channel original products with proper warranty & service <b>iii)</b> That maintenance of goods and replacement of defective parts under warranty shall be done. <b>iv)</b> Company/Firms/supplier accept all the sections (1 to 13) of Tender Document No. POMB/TD/M&E/17-18/01 for the Machinery & Equipment.	Mandatory	10	
	Authorized Tier 1 Partner/manufacturer/Principal Authorized Dealer Certificate of Brand Quoted	Mandatory	10	
	Duly Signed & Stamped Form of Bids ( <b>Technical &amp; Financial</b> )	Mandatory	10	
	Duly signed and stamped Letter of Acceptance of Terms & Conditions for Supply of Machinery & Equipment Section (1 to 13). <b>[On Letter Head]</b>	Mandatory	10	
	CDR/Pay Order/DD @ 2% of the <b>estimated price (Pak Rupees. 60,00,000)</b>	Mandatory	10	
<b>Technical Specifications</b>	Total aggregative marks of each item in Machinery & Equipment as per prescribed in Section 12.  <b>Note:</b> Each Specification of Machinery & Equipment can get Five (05) marks if they meet with acquired specification. Color Brochures & Catalogues are essentials of Quoted Item.	Mandatory	Total Marks	80% of the Total Marks



<b>Experience</b>	Project of Similar Nature and Company/Firm/Supplier Profile	0.5 M – 3 M	25	5% of the Total Points
		3.1 M - 6 M	50	
		6.1 M - 8 M	75	
		8.1 M or Above	100	
<b>Human Resource Management</b>	Number of Professional Employees & Technical Expert Resumes	1 to 30	25	5% of the Total Points
		31 to 60	50	
		61 to 90	75	
		91 or above	100	
<p><b>*Important Note:</b> Only those bidders/tenderers bids forward to Financial Evaluation stage who score aggregative <b>90% points</b> of overall Technical Bid Evaluation Criteria.</p>				

### 8.8.3 FINANCIAL BIDS EVALUATION:

- i. Technically qualified/successful bidder(s)/Tenderer(s) as per Sections (8.8.1, 8.8.2 & 8.8.2.1) shall be called for opening of the Financial Proposal(s). The Financial Proposals will be opened in the presence of the Bidders at the time and venue indicated by the Purchaser accordingly. The technically Eligible/Successful Bidder(s)/Tenderer(s) or their authorized representatives against MACHINERY & EQUIPMENT shall be allowed to take part in the Financial Proposal(s) opening against their relevant quoted financial proposals.
- ii. While the Non-Responsive/Disqualified bidders sealed financial proposal/bids against Supply of MACHINERY & EQUIPMENT will be returned to bidders or their representatives.
- iii. Apart of those, who **score less than Overall 90% points** as such in Technical Bid Evaluation Criteria; their sealed Financial Bids against Supply of Machinery & Equipment will also be returned as such to bidders or their authorized representatives.
- iv. The lowest financial bid of Supply of Machinery & Equipment will be selected among those responsive bids who **score more than 90% points** in Technical Bid Evaluation Criteria (8.8.2.1).
- v. In evaluating the **Financial Bids**, the Purchaser will adjust for any arithmetical errors as follows:



- Where there is a discrepancy between amounts in figures and in words, the amount in words will govern;
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern;
- If a Bidder/Supplier refuses to accept the correction, his Financial Bid will be rejected.

## 8.9 DETERMINATION OF RESPONSIVENESS OF THE BID (TENDER)

- 8.9.1 The Purchaser shall determine the substantial responsiveness of the Tender to the Tender Document, prior to the Tender evaluation, on the basis of the contents of the Tender itself without recourse to extrinsic evidence. A substantially responsive Tender is one which:
- 8.9.2 meets the eligibility criteria given herein this tender document/ the Goods / the Services;
- 8.9.3 meets the Technical Specifications for the Goods / the Services against item in MACHINERY & EQUIPMENT;
- 8.9.4 meets the delivery period / point for the Goods / the Services against item in MACHINERY & EQUIPMENT;
- 8.9.5 Prices shall be quoted in Pak Rupees.
- 8.9.6 offers fixed price financial bid for the Goods / the Services against item in MACHINERY & EQUIPMENT, whereby no optional offer / bid or price is allowed;
- 8.9.7 is accompanied by the required Bid Security @ 2% of **estimated price (Pak Rupees. 60,00,000)** in the shape of CDR)/Pay Order/DD as part of technical bid envelope against MACHINERY & EQUIPMENT;
- 8.9.8 In compliance with the Preparation/Submission of Tender in a manner prescribed in this tender document Checklist for Bidder Section 11;
- 8.9.9 Conforms to all terms and conditions of the Tender Document, without material deviation or reservation.
- 8.9.10 The Tender determined as not substantially responsive shall not subsequently be made responsive by the Tenderer by correction or withdrawal of the material deviation or reservation.
- 8.9.11 Bidder must prepare its Technical & Financial Bids in light of given prescribed proforma's (Annexure-A (Form of Technical Bid), Annexure-B (Form of Financial Bid))



8.9.12 Your **Bids (Technical & Financial)** must be typed or written in indelible ink and shall be signed stamped by you or your authorized representative. Without a signature & stamp in your Form of Bids (Technical & Financial), your Bids will not be considered further.

8.9.13 Your Bids (Technical & Financial) should be submitted as per the following instructions and in accordance with the attached **Form of Bids (Annex-A & B)**. The attached Terms and Conditions of **Supply of MACHINERY & EQUIPMENT** are an integral part of the Contract, so each bidder must carefully read before preparing and submission of bids in the office of Ombudsman (Mohtasib) Punjab.

## 9 TERMS AND CONDITIONS FOR THE SUPPLY OF MACHINERY & EQUIPMENT

9.1 The scope of work includes the supply and commissioning of the MACHINERY & EQUIPMENT item.

9.2 The Office of the Ombudsman (Mohtasib) Punjab reserves the right to accept or reject all the bids at any time before the acceptance of any Bid. The reasons of rejection shall be communicated to the bidders upon request as per Rule 35 of Punjab Procurement Rules, 2014 (Amended upto 30-11-2017).

9.3 Bids must be completed in all requisite respects giving necessary details specifications and requirements of the bidding document.

9.4 Bidder must be quoted the bids (Technical & Financial) for the prescribed item as mentioned in MACHINERY & EQUIPMENT. While the bidder who does not comply, or fulfill with item in MACHINERY & EQUIPMENT they considered to be ineligible for evaluation.

9.5 The bidders will provide only one option for item in **MACHINERY & EQUIPMENT**. Bids with multiple options will be disqualified.

9.6 The **deadline for receipt** is: **09.03.2018 at 10.30 AM**.

9.7 Bidder must specify the tender no. on their quoted Technical & Financial Bids Envelopes for which they are applying.

9.8 As per Rule. 27 of Punjab Procurement Rules, 2014 (Amended upto 30-11-2017) **Earnest Money @ 2% of estimated price (Pak Rupees. 60,00,000)** must be deposited with the bids in the form of Pay order/DD/CDR in the name of "**Ombudsman Punjab**" and must enclosed with Form of Bid (Technical).

9.9 Sealed bids (**Single Stage-Two Envelopes as per Rule 38 (2a) Punjab Procurement Rules 2014** (Amended upto 30-11-2017) must be submitted to the Office of the Ombudsman (Mohtasib) Punjab on or before the specified time mentioned in tender document. The bids will be opened, in the





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presence of the bidders or their authorized representatives, on the dates and times mentioned on this tender document. Late, incomplete or telegraphic / electronic bids will not be accepted.

9.10 The Technical Evaluation Committee of Ombudsman (Mohtasib) Punjab would analyze the bidder's technical bids on the basis of Lean Quality based as mentioned above in **Section 8 Evaluation of Bids.**

9.11 If bidders technical bid does not comply with item as acquired in Supply of MACHINERY & EQUIPMENT item & Schedule of Technical Specification of MACHINERY & EQUIPMENT item, then their technical bids will be considered to be rejected & ineligible for financial evaluation.

9.12 The Purchase Evaluation Committee will take decision on the recommendations of Technical Evaluation Committee and evaluate the qualified bidders on the basis of Least Cost Method for the Supply of MACHINERY & EQUIPMENT item. The lowest total cost of Supply of MACHINERY & EQUIPMENT item consider as financial evaluation criteria.

9.13 The Office of the Ombudsman (Mohtasib) Punjab reserves the right to increase or decrease the quantity of any item mentioned in the Supply of MACHINERY & EQUIPMENT item in the tender document at any time.

9.14 Further, the Firm/Supplier will have to ensure that **Mandatory Attributes:**

- ✓ bares National Sales Tax number (STN) and National Tax Number (NTN);
- ✓ Is an authorized **Tier 1 Partner/manufacturer/Principal Authorized Dealer certificate** for at least last three (3) years;
- ✓ There is sufficient outlets/availability of the spares parts in Lahore, Pakistan.
- ✓ has a registered/incorporated authorized company/firm in Pakistan with relevant business experience of last three (3) year as on, for MACHINERY & EQUIPMENT item;
- ✓ must be involved in manufacturing/sales/supply business for last three (3) year, for MACHINERY & EQUIPMENT item;
- ✓ Channel/Original Product Certificate for each item must be enclosed.
- ✓ In case of Importer, the Importer Certificate must be enclosed.
- ✓ has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.
- ✓ In addition to the quoted price, the evaluated price shall include sales tax or any other tax or duty as per applicable rules in Pakistan.



9.15 The Firm/Supplier will provide an undertaking to supply, install and commission the MACHINERY & EQUIPMENT preferably ex-stock or within **60 Days** (max) from the date of issue of the Purchase Order. Partial deliveries will be accepted in the shape of ex-stock.

#### 9.16 VALIDITY OF THE OFFER:

Your Bids prices should be valid for a period of 08 (Weeks) from the deadline for receipt of bids indicated in Paragraph 8.6 of this Request for Bid.

- If you withdraw your bids during the validity period and/or refuse to accept the award of a contract when and if awarded, then you will be excluded from the list of Firms/Suppliers for a period of two years.
- Further information can be obtained from:

**Ms. Sidra Arshad,**  
**Procurement Officer O/O Ombudsman (Mohtasib) Punjab,**  
**Telephone: 042-99212503**  
**Fax: 042-99213432**  
**E-mail: [sidraarshad22omb@gmail.com](mailto:sidraarshad22omb@gmail.com)**

9.17 All deductible Taxes will be deducted as per government rules.

9.18 No advance payment will be released.

9.19 The bid must also be accompanied with the followings **mandatory points**:

An itemized bid mentioning the unit price and total price for the item as per given specifications in this document.

- i. Brochure and complete brand/specification portfolio of each quoted item (Color Copy).
- ii. Warranty & Service Detail complete in all respect.
- iii. A certificate that the equipment is brand new, as per required specifications, non-refurbished/grey or altered in any way and is imported through proper channel.

9.20 A Technical Evaluation Committee of the Office of the Ombudsman (Mohtasib) Punjab will inspect the equipment's on receipt of the store. The firm/supplier must remove the discrepancies found by the Technical Evaluation Committee as per specifications.

9.21 Payment will be made through cheque by the **A.G. Punjab**, after the issuance of NOC by the Technical Evaluation Committee.



#### 9.22 AWARD OF CONTRACT:

The award will be made to the bidder offering the lowest evaluated price and that meets the required standards of technical specification and financial capabilities. The successful bidder will sign a Contract as per attached form of contract and terms and conditions of supply. (Legal Affidavit of Cost Rs. 100).

#### 9.23 ISSUANCE OF PURCHASE ORDER:

The bidder whose Bid has been accepted will be notified of the award of contract through the Purchase Order issued by the Purchaser after the Award of Contract (Contract Agreement).

#### 9.24 LETTER OF ACCEPTANCE:

The bidder (Firm/Supplier) must issue/submit the Letter of Acceptance on their letter head against the Purchase Order which issued by the Office of Ombudsman (Mohtasib) Punjab within Two (2) days.

#### 9.25 MODE OF PAYMENT:

The Firm/Supplier will be eligible for Payment as per mentioned Terms & Conditions in Purchase Order.

#### 9.26 PERFORMANCE GUARANTEE:

Performance Guarantee/Bank Guarantee/Insurance Guarantee of **5%** shall be deposited by the successful bidder and retained by the Office of the Ombudsman (Mohtasib) Punjab for a period of one year. It will be forfeited in case of failure to comply with the terms & conditions for the supply of the MACHINERY & EQUIPMENT. A successful bidder must submit their Performance Guarantee at the time of submission of Invoice & Delivery challan against Supply of MACHINERY & EQUIPMENT.

**Note:** Performance guarantee is an essential pre-requisite before claiming payments.

9.27 In case of noncompliance of delivery schedule, a penalty will be imposed **@ 0.02% of total amount per day in reference to issued purchase order.**

9.28 **Maximum of 07 days' downtime** for any or all components to be repaired or replaced should be done within the specified time.



**OFFICE OF THE OMBUDSMAN (MOHTASIB) PUNJAB**  
**PROF. ASHFAQ ALI KHAN ROAD, LAHORE**  
**Phone: 042-99211404, 99212503**

### **9.29 TRANSPARENT PROCUREMENT:**

Under Punjab Procurement Rules, 2014 (Amended upto 30-11-2017) bidders shall observe the highest standard of ethics during the procurement and execution of such contracts. Procuring Agency will reject a proposal for award, and will impose sanctions on parties involved, if it comes to know that the bidder recommended for award or any other party, has engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, the Contract.

9.30 Successful bidder (Firm/Company/Supplier) must accept all the clauses of **SCHEDULE OF SUPPLY OF MACHINERY & EQUIPMENT ITEM** which is enclosed in this tender document.

**PROCUREMENT OFFICER**  
**OMBUDSMAN (MOHTASIB) PUNJAB**



## ANNEXURE-A (FORM OF TECHNICAL BID)

### FORM OF BID (TECHNICAL)-SUPPLY OF MACHINERY & EQUIPMENT

(to be filled by Supplier using his/her covering letter head)

To

Secretary (Ombudsman),  
Office of the Ombudsman (Mohtasib) Punjab,  
Prof Ashfaq Ali Khan Road, Lahore.

We offer to execute the **Supply of Medium Duty Photocopier (27 No.)** POMB/TD/M&E/17-18/01 in accordance with the Conditions of Contract accompanying this tender document. We propose to complete the delivery of Goods **Medium Duty Photocopier (27 No.)** described in the Contract within the following Delivery Time from the Date of Signing of the Contract.

Technical Specifications of MACHINERY & EQUIPMENT ITEM:

Item No.	Description of item	Quantity	Technical Specifications	Delivery Period (Days)	Warranty
1					

MACHINERY & EQUIPMENT Parts & Service

Tools and Accessories }

Manuals }

Maintenance Requirements }

} Specify, if applicable.

We hereby confirm that this Technical Bid complies with the Validity of the Offer and Warranty conditions imposed by the Request for Bid document and agree with each clause of Tender Bidding Document of Supply of MACHINERY & EQUIPMENT, respectively.

We have not been associated with the firm that prepared the design and specifications of the contract that is subject of this request for tender document.

Authorized Signature: \_\_\_\_\_ Name and Title of Signatory \_\_\_\_\_

Name of Supplier: \_\_\_\_\_ Address : \_\_\_\_\_

Phone Number : \_\_\_\_\_ Fax Number, if any \_\_\_\_\_

Email: \_\_\_\_\_

**\*Mandatory Note: Each Page of Technical Bid Form must be signed and stamped by the Company/Firm/Supplier.**



## ANNEXURE-B (FORM OF FINANCIAL BID)

### FORM OF BID (FINANCIAL)-SUPPLY OF MACHINERY & EQUIPMENT

(to be filled by Supplier using his/her covering letter head)

To

Secretary (Ombudsman),  
Office of the Ombudsman (Mohtasib) Punjab,  
Prof Ashfaq Ali Khan Road, Lahore.

We offer to execute the **Supply of Medium Duty Photocopier (27 No.)** POMB/TD/M&E/17-18/01 in accordance with the Conditions of Contract accompanying this tender document. We propose to complete the delivery of Goods **Medium Duty Photocopier (27 No.)** described in the Contract within the following Delivery Time from the Date of Signing of the Contract.

#### Financial Bid of MACHINERY & EQUIPMENT Item:

Item No.	Description of Item	Quantity (A)	Unit Price (B)	GST 17% C= (B x 17%)	Total Unit Price with GST D= (B+C)	Gross Total Price E= (A x D)
1						

#### TOTAL PRICE OF FINANCIAL BID of Supply of MACHINERY & EQUIPMENT:

In Figures = \_\_\_\_\_

In Words= \_\_\_\_\_

We hereby confirm that this Financial Bid complies with required terms & conditions and each clause of Tender Document of Supply of MACHINERY & EQUIPMENT.

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory \_\_\_\_\_

Name of Supplier: \_\_\_\_\_

Address : \_\_\_\_\_

Phone Number : \_\_\_\_\_ Fax Number, if any \_\_\_\_\_

Email: \_\_\_\_\_

**\*Mandatory Note: Each Page of Financial Bid Form must be signed and stamped by the Company/Firm/Supplier.**



## 10. SCHEDULE OF SUPPLY OF MACHINERY & EQUIPMENT ITEM

Item No.	Description of Machinery & Equipment Item	Quantity	Delivery Schedule (Duration)	Location	Required Arrival Date of Machinery & Equipment Item
1	Medium Duty Photocopier	27	60 Days (Max)	Prof Ashfaq Ali Khan Road, Lahore	Within 60 Days after signing the Contract

- 10.1 Fixed Price:** The price quoted by the Supplier shall remain firm and fixed and not subject to any adjustment during contract performance.
- 10.2 Delivery Schedule:** The delivery should be completed as per above schedule while commissioning and installation must be done on 27 regional/divisional offices whose information may provide to the successful bidder at the time of purchase order.
- 10.3 Insurance:** The goods supplied under the Contract shall be fully insured in a freely convertible currency against loss of damage incidental to manufacture or acquisition, transportation, storage and delivery. The insurance shall be in an amount equal to 110 percent of the value of the MACHINERY & EQUIPMENT (Item No. 1) on "All risks" basis.
- 10.4 Applicable Law:** The Contract shall be interpreted in accordance with the laws of the Islamic Republic of Pakistan & Govt of Punjab.
- 10.5 Resolution of Disputes:** The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute between them under or in connection with the Contract. In the case of a dispute between the Purchaser and the Supplier, the dispute shall be settled in accordance with the Rule 68 of Punjab Procurement Rules 2014 (Amended upto 30-11-2017).



**10.6 Delivery and Documents:** Upon delivery, the Supplier shall provide the following documents to the Purchaser:

- Stamped & Signed Copies of the Supplier's invoice showing goods' description, quantity, unit price, and total amount;
- Delivery Challan & GST & NTN Certificate.
- In case of Import Items, the Import Receipt Invoice & Importer Certificate along with Exemptions Certificates of Income Tax/GST will provide.
- GST Invoice Receipt in case of Ex-Stock.
- Manufacturer's or Supplier's Warranty Certificate in original;
- Each Items of **MACHINERY & EQUIPMENT** Product Warranty Card.
- Certificate of Origin/Original/Channel Product;
- Delivery of Items along with their required or complimentary accessories.
- All Transportation of Goods related to delivery of Supply of **MACHINERY & EQUIPMENT** Item bears by Firm/Supplier.
- All other perpetual documents which required by Procuring agency at the time of payment.

**10.7 Payment:** As per Issued Purchase Order Terms & Conditions.

**10.8 Warranty:** **MACHINERY & EQUIPMENT** (Item No. 1) offered should be covered by manufacturer's warranty regarding the Parts & Service for at least 12 months from the date of delivery to the Purchaser. Please specify warranty period and terms in detail.

**10.9 Packaging and Marking Instructions:** The Supplier shall provide standard packing of the Goods as required preventing their damage or deterioration during transit to their final destination.

**10.10 Commissioning, Training:** The successful bidder liable to commissioning and installing the requisite Supply of **MACHINERY & EQUIPMENT** Item around the 27 District Regional Offices of





**OFFICE OF THE OMBUDSMAN (MOHTASIB) PUNJAB**  
**PROF. ASHFAQ ALI KHAN ROAD, LAHORE**  
**Phone: 042-99211404, 99212503**

Ombudsman Punjab and provide the perpetual mandatory best operational training to the staff of 27 District Regional Offices of ombudsman (Mohtasib) Punjab for more optimal utilization of these high-tech equipment's.

**10.11 Consumables:** The successful bidder will liable to supply the original genuine consumables like (Toners, Drums, Other Accessories etc) to the office of Ombudsman Punjab on need-based demand during & after the warranty period.

**10.12 Services:** The successful bidder will be liable to provide the services on the need-based demand around the 27 District Regional Offices of Ombudsman Punjab during & after the warranty period.

**10.13 Defects:** All defects will be corrected by the Supplier without any cost to the Purchaser within Seven (07) days from the date of notice by Purchaser. The name and address of service facility where the defects are to be corrected by the supplier within the warranty period are:

Address: \_\_\_\_\_

(to be filled by Supplier)

**10.14 Force Majeure:** If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform his obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by Force Majeure event.

**PROCUREMENT OFFICER**  
**OMBUDSMAN (MOHTASIB) PUNJAB**



## 11. CHECK LIST FOR BIDDERS

The provision of the following an essential prerequisite along with submission of Tenders (Technical & Financial) Bids:

<u>SR. #</u>	<u>DETAIL</u>	<u>YES/ NO.</u>
1	Duly Signed and Stamped Tender Document Copy	
2	Duly Signed and Stamped Form of Bid (Technical) <b>(Annexure-A)</b>	
3	Duly Signed and Stamped Form of Bid (Financial) <b>(Annexure-B)</b>	
4	Duly signed and stamped Letter of Acceptance of Terms & Conditions for Supply of MACHINERY & EQUIPMENT (Section 1 to 13). <b>[On Letter Head]</b>	
5	Authorized Tier 1 Partner/manufacturer/Principal Authorized Dealer Certificate of Brands Quoted	
6	An affidavit on stamp paper of Rs.100/- or above submitting following clauses: i) That the firm is never blacklisted on any grounds whatsoever. ii) That the firm/supplier provide channel original products with proper warranty & service. iii) That maintenance of goods and replacement of defective parts under warranty shall be done. iv) Firms/supplier accept all the sections (1 to 13) of Tender Document No. POMB/TD/M&E/17-18/01 for the MACHINERY & EQUIPMENT.	
7	Registered FBR NTN (National Tax Number) and GST (General Sales Tax) Certificates must be enclosed with Technical Bid. In case of Importer, the importer certificate will also be enclosed with <b>Technical Bid</b> .	
8	Company/Firm/Supplier Profile enclosed with <b>(Technical Bid)</b>	
9	Enclosed color pages of Brochure/Catalog/Literature of products enclosed with <b>(Technical Bid)</b>	
10	Mandatory channel/principal warranty of the original product as per terms and conditions of the contract. <b>(enclosed with Technical Bid)</b>	
11	CDR/Pay Order/DD required @ 2% of <b>estimated price (Pak Rupees. 60,00,000)</b> which must be attached with Technical Bid.	



## 12. SCHEDULE OF MACHINERY & EQUIPMENT TECHNICAL SPECIFICATION

Item No 01	Medium Duty Photocopier	Qty: 27
Components	Specifications	
<b>Brand</b>	Panasonic, Toshiba, Konica Minolta, Ricoh or Equivalent	
<b>Machine Type</b>	A4 Monochrome Multifunctional Device (Reader/Printer Desktop)	
<b>Core Functions</b>	Copy, Print, Scan, Fax	
<b>Copy and Print speed</b>	35 cpm or Above	
<b>Memory</b>	512 MB or above	
<b>Printing Method</b>	Laser	
<b>First copy output time (FCOT)</b>	10 seconds or less	
<b>Copy/ Print / Scan Resolution</b>	600 x 600 dpi	
<b>Multiple Copies</b>	Up to 999 copies	
<b>Fax Modem</b>	Super G3: 33.6 kbps, G3: 14.4 kbps	
<b>Paper input (Standard)</b>	500 sheets (80 gsm) Multipurpose Tray 100 sheets (80 gsm) or Above	
<b>Interface Connection</b>	RJ-45 Ethernet (10/100/1000 Base-T)	
	USB	
<b>Network protocols</b>	TCP/IP (IPv4/IPv6)	
<b>Toner Consumption</b>	15,000 pages or above	
<b>Drum Cycle</b>	10,000 pages or above	
<b>Power Supply</b>	220 to 240 V AC	
<b>Accessories</b>	DADF with Console, User Manuals, Cables & Other Accessories etc	
<b>Warranty</b>	<b>One Year Parts &amp; Service</b>	



### 13. FORM OF CONTRACT

THIS AGREEMENT number POMB/TD/M&E/17-18/01 made on \_\_\_ March 2018, between **Ombudsman (Mohtasib) Punjab**, hereinafter called “the Purchaser”) on the one part and \_\_\_\_\_ (hereinafter called “the Supplier”) on the other part.

WHEREAS the Purchaser has requested for bid for the supply of MACHINERY & EQUIPMENT to be supplied by Supplier, viz. Contract “**Supply of Medium Duty Photocopier (27 No.)**,” (hereinafter called “Contract”) and has accepted the bid by the Supplier for supply of Goods under the Contract at the sum of **PKR \_\_\_\_\_/- (In Words)** hereinafter called “the Contract Price”.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The following documents shall be deemed to form and be read and construed as part of this agreement, viz:
  - a) Request for Bid; Terms and Conditions of Supply, Technical Specification, Warranty (Parts & Service);
  - b) Supply of all consumables (Toners, Drums or other accessories etc.) as per need to the office under the rate contract agreement.
  - c) Addendum (if applicable);
2. Taking into account payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby concludes an Agreement with the Purchaser to execute and complete the **Supply of Medium Duty Photocopier (27 No.)** under the Contract and remedy any defects therein in conformity with the provisions of the Contract.
3. The Purchaser hereby covenants to pay, in consideration of the acceptance of Contract, **Supply of Medium Duty Photocopier (27 No.)** and remedying of defects therein, the Contract Price in accordance with Payment Conditions prescribed by the Contract.

IN WITNESS whereof the parties hereto have executed the Contract under the laws of Islamic Republic of Pakistan & Punjab on the date indicated above.

Signature and seal of the Purchaser:  
FOR AND ON BEHALF OF

Signature and seal of the Supplier:  
FOR AND ON BEHALF OF

Representative Name  
Designation  
O/O Ombudsman (Mohtasib) Punjab

Representative Name  
Designation  
Company Name

\_\_\_\_\_  
**Name of Authorized Representative**

\_\_\_\_\_  
**Name of Authorized Representative**