

TENDER DOCUMENT OF MACHINERY & EQUIPMENT

MEDIUM DUTY PHOTOCOPIER

TENDER NO.: POMB/TD/M&E/18-19/01



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

Phone No.: 042-99211404. 99212616

Website: 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 right 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.

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 and from PPRA's website www.ppra.punjab.gov.pk for information only. All prospective bidders are required to collect a Challan Form from the Procurement Officer, 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><u>Primary Contact</u></p> <p>Mr. Saad Ahmad Network Expert Email: saadahmad10@hotmail.com Phone: 042-99212616 Room No. 7 Office of Ombudsman (Mohtasib) Punjab Prof Ashfaq Ali Khan Road, Lahore.</p>	<p><u>Secondary Contact</u></p> <p>Ms. Sidra Arshad Procurement Officer Email: sidraarshad22omb@gmail.com Phone: 042-99212503 Room No. 23 Office of Ombudsman (Mohtasib) Punjab Prof Ashfaq Ali Khan Road, Lahore.</p>
<p><u>Head Contact</u></p> <p>Mr. Sami Ullah Advisor (Finance & Procurement) 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 all the item in the **Machinery & Equipment item No. (01)** unless if tenderer/bidder/purchaser will not accomplish any item terms & conditions and specifications it considers to be disqualified/Non-Responsive for all **Machinery & Equipment Item**.
- 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 cost by the Bidder 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** each item at any time.
- ix. The tenderer/bidder must mandatory 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:

- 2.1 Eligible Bidder/Tenderer is a Bidder/Tenderer who:
- 2.2 has a registered incorporated authorized Sole Proprietorship/company/firm in Pakistan with relevant business experience of last three (3) year as on, for the Supply of Machinery & Equipment items;
- 2.3 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);
- 2.4 has valid Registration of General Sales Tax (GST) & National Tax Number (NTN); has submitted bid for complete item and relevant bid security against Machinery & Equipment;
- 2.5 must be involved in manufacturing/sales/supply business for last three (3) year, for Machinery & Equipment item (Item No. 01);
- 2.6 has authorization of the principal/Partner/manufacturer for last Three (03) years for Machinery & Equipment item (Item No. 01).
- 2.7 In case of Importer the importer certificate must be enclosed.
- 2.8 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 e-stamp paper is mandatory), for Machinery & Equipment Item;
- 2.9 has the required relevant qualified personnel and enough strength to fulfill the requirement of assignment.
- 2.10 Bidder will be responsible for the availability & replacement of the spare's parts of the Machinery & Equipment (Item No. 01) in Lahore, Pakistan during the Warranty of the Machinery & Equipment item under Section 10.8.
- 2.11 Conforms to the clause of "**Responsiveness of Bid**" given herein this tender document.
- 2.12 Verifiable documentary proof for all above requirements is a mandatory requirement, noncompliance will lead to disqualification and considered to be Non-Responsive.
- 2.13 Bidder must prepare all Technical and Financial bids as per enclosed Annexure (A to



3. TENDER COST:

The requisite Tender document against the **Machinery & Equipment Item** must be got during office hours from **09.00 am to 05.00 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 Section (01 to 13), 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 requisites clauses which consider to be rejection or disqualified;

- i. Partial/Incomplete Bids will be rejected/disqualified or



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- ii. The bidder/tenderer who doesn't apply with complete Machinery & Equipment Item No. (01) will be disqualified/Non-Responsive/rejected.
- iii. If the bidder/tenderer does not comply the Technical and Financial Bids as per enclosed Annexures (A to F).
- iv. if the bidder/tenderer does not comply with the Tender Document of Machinery & Equipment **Section 11 (Check List for Bidder)** or
- v. If the bidder/tenderer who doesn't meet the yardstick of Tender Evaluation Criteria (Technical & Financial) will be considered to be rejected/disqualified or
- vi. If the bidder/tenderer does not comply with Schedule of Technical Specification Section 12 or
- vii. subjected to interlineations / cuttings / corrections / erasures / overwriting; or
- viii. the Tenderer refuses to accept the corrected Total Tender Price; or
- ix. Non-Responsive bids under the Section 8 Evaluation of Bids or
- x. Bids which do not comply with the tender document Section (1 to 13) or
- xi. 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/18-19/01

Firm/Supplier Name: _____

Date of Issue of Request: -02-2019

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 of the same will be opened on **5th March 2019** at **11:30 a.m.** following the **Single Stage - Two Envelopes** bidding procedure as per Rule 38 (2a) Punjab Procurement Rules, 2014 (Amended upto 30-11-2017).

SUPPLY OF MACHINERY & EQUIPMENT		
Item No.	Quantity (Qty)	Description of Item
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 (**09.00 am to 05.00 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 (**09.00 am to 05.00 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 rates for the item under this request in **Machinery & Equipment**. Bids (Technical & Financial) will be evaluated for the item in the prescribed **Machinery & Equipment** and contract



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will 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. 11,000,000)** in the shape of **Pay Order/DD/CDR (Call Deposit Receipt)** in favor of **Ombudsman (Mohtasib) Punjab** 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: POFFICE OF THE OMBUDSMAN (MOHTASIB) PUNJAB
PROF ASHFAQ ALI KHAN ROAD, LAHORE.

Telephone: 042 – 99211404, 99212616, 99212503

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** Item 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: **05.03.2019 at 11.00 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 of each item as per Schedule of Technical Specification (**Section 12**). While aggregative marks of complete **Machinery & Equipment Item** will be determined on each item as prescribed in **Machinery & Equipment Section 8.8.2.1**. The eighty (80) percent ratio will be used on the Total Marks of Technical Specification while Legal Section Ten (10) percent ratio, Experience Section (5) percent and Human Resource Section (5) percent ratios against 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 whose bids responsive as per the **Technical Bid Evaluation Criteria (Clause 8.8.2.1)**. While the non-responsive bids after the **Technical Bid Evaluation Criteria (Clause 8.8.2.1)** will not proceed to Financial Bid Evaluation Stage and shall remained sealed financial bids returned to them.
- 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 baseline criteria for the technical evaluation would be followed. Each technical bid will be evaluated on the basis of below four major categories as mentioned below:

***Total (100%) = (i) Legal (10% of the Total Marks), (ii) Technical Specification (80% of the Total Marks), (iii) Experience (5% of the Total Marks), (iv) Human Resource (5% of the Total Marks);**

Category	Description	Remarks	Points	Selection Points Percentage
Legal	Certificate of Sole Proprietorship/Company/Firm Registration/Incorporation under the Laws of Pakistan.	Mandatory	10	10% of Total Points
	Valid Income Tax (NTN) and General Sales Tax (GST) Registration Certificate alongwith Active Status of NTN & GST.	Mandatory	10	
	Duly Signed & Stamped Form of Bids (Technical & Financial) (Annexure-A & B)	Mandatory	10	
	Duly Signed and Stamped Letter of Warranty (Annexure-C)	Mandatory	10	
	Duly Signed and Stamped Letter of Acceptance (Annexure-D)	Mandatory	10	
	Duly Signed and Stamped undertaking (e-Affidavit) on legal valid and attested e-stamp paper (Rs. 1000 or above etc). (Annexure-E)	Mandatory	10	
	Duly Signed and Stamped Certificate of Brand-New (Annexure-F)	Mandatory	10	
	Manufacturer Authorization Letter & Authorized Tier 1 Partner/Dealer Certificate of Brands Quoted for Item No. (01)	Mandatory	10	
	Duly Signed and Stamped Tender Document Copy	Mandatory	10	
	Enclosed color pages of Brochure/Catalog/Literature/datasheets of the products for Item No. 01 must enclosed with (Technical Bid)	Mandatory	10	
	Company/Firm/Supplier Profile and Business Portfolio enclosed with Technical Bid.	Mandatory	10	
CDR/Pay Order/DD @ 2% of estimated price (Pak Rupees. 11,000,000) enclosed with Technical Bid.	Mandatory	10		
Technical Specifications	Bidder must comply with the mandatory technical specifications of Machinery & Equipment item which mentioned in Section 12 of this tender	Mandatory	Total Marks	80% of the Total Marks



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	document POMB/TD/M&E/18-19/01 for the Machinery & Equipment Item No. (01). Note: Each Item of Machinery & Equipment each specification can get Five (05) marks if they meet with acquired specification.				
Experience	Project of Similar Nature and Company/Firm/Supplier Profile specifically for Item No. 01 as prescribed in Section 12 must be enclosed with Technical Bid. Important Note: Bidder shall furnish documentary evidence (copies of signed contracts, purchase orders, work orders which clearly represent the volume of good supplied in similar projects)	Mandatory	1 M – 4 M	25	5% of the Total Points
			4.1 M - 8 M	50	
			8.1 M - 12 M	75	
			12 M or Above	100	
Human Resource	Number of Professional Employees & Technical Expert Resumes with Technical Bid.	Mandatory	1 to 30	25	5% of the Total Points
			31 to 60	50	
			61 to 90	75	
			91 or above	100	
*Important Note: Only those bidders/tenderers bids forwarded to Financial Evaluation stage whose bids responsive/qualified as per Technical Bid Evaluation Criteria.					

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) of the bidding document shall be called for opening of the Financial Proposal(s). The Financial Proposals/bids 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 item 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 item will be returned to bidders or their representatives.



- iii. The lowest financial bid of Supply of Machinery & Equipment Item will be selected among those responsive bids.
- iv. 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 as per Section 12 for the Goods / the Services against each item in Machinery & Equipment (Item No. 01);
 - 8.9.4 meets the delivery period / point for the Goods / the Services against each item in Machinery & Equipment (Item No. 01) as per Section 10;
 - 8.9.5 Prices shall be quoted in Pak Rupees.
 - 8.9.6 offers fixed price financial bid for the Goods / the Services against each 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. 11,000,000)** in the shape of CDR/Pay Order/DD in favor of "**Ombudsman (Mohtasib) Punjab**" part of technical bid envelope against Machinery & Equipment Item;
 - 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 all Technical and Financial bids as per enclosed Annexure (A to F).
- 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) and Annexures (C to F)**. The attached Terms and Conditions of **Supply of Machinery & Equipment Item** 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 of Machinery & Equipment Item No. (01).
- 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 all the prescribed item as mentioned in Machinery & Equipment Item. While the bidder who does not comply, he considered to be ineligible for evaluation.
- 9.5 The bidders will provide only one option for each item in Machinery & Equipment. Bids with multiple options will be disqualified.
- 9.6 The **deadline for receipt** is: **05.03.2019 at 11.00 am**.
- 9.7 Bidder must specify the Tender Name/Number 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. 11,000,000)** must be deposited with the bids in the form of Pay



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order/DD/CDR in the name of “**Ombudsman (Mohtasib) 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 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 Committee of Ombudsman (Mohtasib) Punjab would analyze the bidder’s technical bids on the basis of Lean Quality based Method as mentioned above in **Section 8 Evaluation of Bids**.

9.11 If bidders technical bid does not comply with one or more item as acquired in Supply of Machinery & Equipment Item No. (01) & Schedule of Technical Specification of Machinery & Equipment Item (Section 12) then their technical bids will be considered to be rejected & ineligible for financial evaluation.

9.12 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 No. (01) in the tender document at any time.

9.13 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 business certificate from Principal/dealer/partner for at least last three (3) years for the Supply of Machinery & Equipments (Item No. 01);
- ✓ There is sufficient outlets/availability of the spares parts in Lahore, Pakistan.
- ✓ has a registered incorporated authorized Sole Proprietorship/company/firm in Pakistan with relevant business experience of last three (3) year’s;
- ✓ must be involved in manufacturing/sales/supply business for last three (3) year, for Machinery & Equipment (Item No. 01);
- ✓ 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.

9.14 The Firm/Supplier will provide an undertaking to supply, install and commission the Machinery & Equipment preferably ex-stock or within **30 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:

Mr. Saad Ahmad,
Network Expert O/O Ombudsman (Mohtasib) Punjab,
Telephone: 042-99212616, Fax: 042-99213432
E-mail: saadahmad10@hotmail.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. Brochures, Catalogues, datasheets and complete brand/specification portfolio of Item No. 01) quoted item (Color Copy).
- ii. Warranty & Service Details 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 Punjab will inspect the equipment's on receipt of the store and during installation of Machinery & Equipment (Item No. 01). The firm/supplier must remove the discrepancies found by the Technical Committee as per specifications Section 12.



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 Section 13 and terms and conditions of supply of Machinery & Equipment Section (1 to 13). (Legal Affidavit e-stamp paper of Cost Rs. 100 or above).

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 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 Item (01). A successful bidder must submit their Performance Guarantee at the time of submission of Invoice & Delivery challan against Supply of Machinery & Equipment Item.

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 **@ 0.05% of total amount per day**.

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



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.

9.31 GRIEVANCE REDRESSAL COMMITTEE:

In case of any dispute, the bidder must be submitted his written grievance in the Grievance Redressal Committee (GRC) as notified by the procuring agency.

PROCUREMENT OFFICER
OMBUDSMAN (MOHTASIB) PUNJAB



ANNEXURE-A (FORM OF TECHNICAL BID)

FORM OF BID (TECHNICAL)-SUPPLY OF MACHINERY & EQUIPMENT ITEM (to be filled by Supplier using his/her covering letter head)

To

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

We offer to execute the **Supply of Medium Duty Photocopier Qty: 27** POMB/TD/M&E/18-19/01 in accordance with the Conditions of Contract accompanying this tender document (Section 1 to 13). We propose to complete the delivery of Goods **Supply of Medium Duty Photocopier Qty: 27** 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 (Brand, Model & Specifications)	Quantity	Technical Specifications	Delivery Period (Days)	Warranty
1					

Machinery & Equipment Parts & Service

Tools and Accessories }

Manuals } Specify, if applicable.

Maintenance Requirements }

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

To

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

We offer to execute the **Supply of Medium Duty Photocopier Qty: 27** POMB/TD/M&E/18-19/01 in accordance with the Conditions of Contract accompanying this tender document (Section 1 to 13) for the Contract Price of _____ PKR. We propose to complete the delivery of Goods **Supply of Medium Duty Photocopier Qty: 27** 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 (Brand & Model)	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 Item:

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 Item.

Authorized Signature: _____

Name and Title of Signatory _____

Name of Supplier: _____

Address : _____

Phone Number : _____ Fax Number, if any _____

Email: _____

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



ANNEXURE-C (LETTER OF WARRANTY)

SUPPLY OF MACHINERY & EQUIPMENT ITEM (to be filled by Supplier using his/her covering letter head)

To

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

SUBJECT: LETTER OF WARRANTY AGAINST THE TENDER NO. POMB/TD/M&E/18-19/01

_____ has accepted all the terms and conditions of warranty under section 10.8 of the Tender Document No. POMB/TD/M&E/18-19/01. Apart of that our firm will provide free of cost commissioning, testing, configuring and installing of Machinery & Equipment Item No. 01 in the 27 District Regional Offices of the Ombudsman Punjab as per Section 10.10 of the bidding document POMB/TD/M&E/18-19/01.

Authorized Signature: _____

Name and Title of Signatory _____

Name of Supplier: _____

Address: _____

Phone Number: _____ Fax Number, if any _____

Email: _____

***Mandatory Notes: *Each Page must be signed and stamped by the Company/Firm/Supplier.**



ANNEXURE-D (LETTER OF ACCEPTANCE)

SUPPLY OF MACHINERY & EQUIPMENT ITEM (to be filled by Supplier using his/her covering letter head)

To

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

SUBJECT: LETTER OF ACCEPTANCE AGAINST THE TENDER NO. POMB/TD/M&E/18-19/01

_____ has accepted all the terms and conditions for the supply of Machinery & Equipment Section (1 to 13) vide Tender Document No. POMB/TD/M&E/18-19/01.

Authorized Signature: _____

Name and Title of Signatory _____

Name of Supplier: _____

Address: _____

Phone Number : _____ Fax Number, if any _____

Email: _____

***Mandatory Notes: *Each Page must be signed and stamped by the Company/Firm/Supplier.**



ANNEXURE-E (UNDERTAKING ON LEGAL E-AFFIDAVIT)

SUPPLY OF MACHINERY & EQUIPMENT ITEM

(Submission of undertaking (e-Affidavit) on legal valid and attested e-stamp paper
(Rs. 1000 or above etc)

To

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

It is certified that _____:

- i) That the Firm/Supplier 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 Section 10.8 of the bidding document No. POMB/TD/M&E/18-19/01 shall be done.
- iv) That the Firm/Supplier will provide free of cost commissioning, testing, configuring and installing of Machinery & Equipment Item No. 01 in the 27 District Regional Offices of the Ombudsman Punjab as per Section 10.10 of the bidding document No. POMB/TD/M&E/18-19/01.
- v) That the Company/Firm/Supplier will provide the Genuine Serial/Service Tag Numbers against the Machinery & Equipment Item No. 01 at the time of delivery and which will verify by the office of Ombudsman Punjab from the principal manufacturer.
- vi) Company/Firm/Supplier accept all the Sections (1 to 13) of Tender Document No. POMB/TD/M&E/18-19/01 for the Supply of Machinery & Equipment Item No. (01).

Authorized Signature: _____

Name and Title of Signatory _____

Name of Supplier: _____

Address : _____

Phone Number : _____ Fax Number, if any _____

Email: _____

***Mandatory Notes: *Each Page must be signed and stamped by the Company/Firm/Supplier.**



ANNEXURE-F (CERTIFICATE OF BRAND NEW)

SUPPLY OF MACHINERY & EQUIPMENT ITEM (to be filled by Supplier using his/her covering letter head)

To

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

**SUBJECT: CERTIFICATE OF BRAND-NEW EQUIPMENT AGAINST THE TENDER NO.
POMB/TD/M&E/18-19/01**

It is certified that, _____ will provide the Brand-New Equipment against the Tender No. POMB/TD/M&E/18-19/01 for Item No. 01 as per Specifications in Section 12. Supply of Machinery & Equipment (Item No. 01) will be non-refurbished/grey or altered in any way and is imported through proper channel via Principal Manufacturer. Our _____ will provide the Genuine Serial/Service Tag Numbers against the Item No. 01 at the time of delivery and which will verify by the office of Ombudsman Punjab from the principal manufacturer.

Authorized Signature: _____

Name and Title of Signatory _____

Name of Supplier: _____

Address: _____

Phone Number: _____ Fax Number, if any _____

Email: _____

***Mandatory Notes: *Each Page 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 (Qty)	Delivery Schedule (Duration)	Location	Required Arrival Date of Machinery & Equipment Item
1	Medium Duty Photocopier	27	60 Days (Max)	Head Office	Within 60 Days after signing the Contract

- 10.1 Fixed Price:** The price quoted by the Bidder/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 will be done on 27 District Regional Office, of the Ombudsman Punjab. The successful bidder will liable to provide the Genuine Serial/Service Tag Numbers against the Item No. 01 at the time of delivery and which will verify by the office of Ombudsman Punjab from the principal manufacturer.
- 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 (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.



OFFICE OF THE OMBUDSMAN (MOHTASIB) PUNJAB

PROF. ASHFAQ ALI KHAN ROAD, LAHORE

Phone: 042-99212503, 99212616

- GST Invoice Receipt in case of Ex-Stock.
 - Manufacturer's or Supplier's Warranty Certificate;
 - Each item 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 & principal warranty regarding the complete Parts & Service and labor for at least 12 months (1 Year) from the date of delivery to the Purchaser and also successful bidder will provide Two Year Further Service Level Agreement (Service + Labor) after the completion of 12 Months Warranty Parts & Service and Labor in 27 District Regional Offices of Ombudsman Punjab.
- 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 provide free of cost commissioning, testing, configuring and installing the requisite Supply of Machinery & Equipment (Item No. 01) as per the directions of the office of Ombudsman (Mohtasib) Punjab in the 27 District Regional Offices of Ombudsman Punjab and provide the perpetual mandatory best operational training to the staff of office of ombudsman (Mohtasib) Punjab for more optimal utilization of these high-tech equipment's.
- 10.11 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.
- 10.12 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 and mandatory 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) (Annexure-A)	
3	Duly Signed and Stamped Form of Bid (Financial) (Annexure-B)	
4	Duly Signed and Stamped Letter of Acceptance (Annexure-C)	
5	Duly Signed and Stamped Letter of Warranty (Annexure-D)	
6	Duly Signed and Stamped undertaking (e-Affidavit) on legal valid and attested e-stamp paper (Rs. 1000 or above etc). (Annexure-E)	
7	Duly Signed and Stamped Certificate of Brand-New (Annexure-F)	
8	Manufacturer Authorization Letter and Authorized Tier 1 Principal Partner/Dealer Certificate of Brands Quoted for Item No. (01).	
9	Company/Firm/Supplier Profile & Business Portfolio, List of Professional Employees and Technical Expert Resumes enclosed with Technical Bid.	
10	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 also enclosed with Technical Bid. Company/Firm/Supplier enclosed the Active Status of NTN and GST with Technical Bid.	
11	Certificate of Registration Sole Proprietorship/Company/Firm) enclosed with (Technical Bid).	
12	Enclosed color pages of Brochure/Catalog/Literature/datasheets of products enclosed with (Technical Bid)	
13	Project of Similar Nature specifically for Item No. 01 and Signed stamped Documentary Evidence (Copies of Signed Contracts, Purchase Orders, Work Orders which clearly represent the volume of good supplied in similar nature of projects.	
14	Pay order/DD/CDR required @ 2% of estimated price (Pak Rupees. 11,000,000) which must be attached with Technical Bid.	



12. SCHEDULE OF MACHINERY & EQUIPMENT ITEM TECHNICAL SPECIFICATION:

Item No. 01		Qty: 27
Medium Duty Photocopier		
#	Components	Specifications
1	Brand	Xerox, Toshiba, Panasonic, Canon or Equivalent
2	Machine Type	A3 Monochrome MFP
3	Core Functions	Copy, Print, Scan, Send
4	Copy and Print Speed	45 ppm or Above
5	Copy and Scan Resolution	600 dpi x 600 dpi
6	Print	600 dpi x 600 dpi / 1200 dpi x 1200 dpi
7	Number of Copies	1 to 999 copies
8	Memory	512MB or Above
9	Hard Disk Drive	50 GB or Above
10	Scan Speed	50 ipm or Above
11	Automatic Document Feeder	50 Sheets or Above
12	Paper Capacity	(500 sheets x 2) = 1000 sheets or above
13	Monthly Duty Cycle	150,000 pages or Above
14	Toner Consumption High Yield	24,000 pages or Above
15	Printing Method	Laser
16	First copy output time (FCOT)	5 sec or Less
17	Connectivity & Interface	10Base-T / 100Base-TX / 1000Base-T USB 2.0 or USB 3.0
18	Power Supply	220 – 240 V AC, 50Hz/60Hz or Default
19	Accessories	Trolley, DADF/RADF with Console, User Manuals, Cables & Other Accessories etc
20	Warranty	One Year Parts & Service and Labor + 2 years SLA as per Section 10.8 of the bidding document



13. FORM OF CONTRACT

THIS AGREEMENT number POMB/TD/M&E/18-19/01 made on ___ March 2019, 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 (Qty: 27) as per Section 12**”, (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 (POMB/TD/M&E/18-19/01); Terms and Conditions of Supply, Technical Specification, Warranty (Parts & Service) of the Supply of Machinery & Equipment item No. (01)
 - b) Warranty covered under Section 10.8 including complete Parts, Labor and Service with two Years SLA;
 - c) Comply with Section 10 of the bidding document POMB/TD/M&E/18-19/01.
 - d) 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 (Qty: 27) as per Section 12**” 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 (Qty: 27) as per Section 12**” 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